

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, March 24, 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 March 10, 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 Presentation on Community and Student Workforce Project Agreement

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
 - Accreditation
- 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 Five Year Extension of License Agreement with the City of Santa Ana to Operate “Centennial Education Center” Action

The administration recommends approval of the five year extension to the original license agreement between the City of Santa Ana and the Rancho Santiago Community College District to operate Santa Ana College’s Centennial Education Center.
- *3.2 Approval of PGINET Consultant Services Agreement Action

The administration recommends approval of the PGINET Consultant Services Agreement.
- *3.3 Approval of Agreement with Orange County Children’s Therapeutic Arts Center (OCCTAC) Action

The administration recommends approval of the agreement between the Rancho Santiago Community College District (RSCCD) on behalf of the Santa Ana College School of Continuing Education and Orange County Children’s Therapeutic Arts Center.
- *3.4 Approval of Facility Agreement with Our Lady of Pilar Church Action

The administration recommends approval of the Facility Agreement on behalf of Santa Ana College School of Continuing Education with Our Lady of Pilar Church in Santa Ana, California.
- *3.5 Approval of New OTA Agreement – WeeeFun Therapy for Children Action

The administration recommends approval of the agreement with WeeeFun Therapy for Children in Arcadia, California.

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

- *3.6 Approval of New Pharmacy Technology Agreement – Med-Care Family Pharmacy Action
The administration recommends approval of the contract with Med-Care Family Pharmacy in Santa Ana, California.
- *3.7 Approval of New Pharmacy Technology Agreement – Vital Health Plus Pharmacy Action
The administration recommends approval of the contract with Vital Health Plus Pharmacy in Anaheim, California.
- *3.8 Approval of Pharmacy Technology Agreement Renewal – Saddleback Memorial Medical Center Action
The administration recommends approval of the renewal of the contract with Saddleback Memorial Medical Center in Laguna Hills, California.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- 4.2 Approval of Community and Student Workforce Project Agreement Action
The administration recommends approval of the Community and Student Workforce Agreement with the Los Angeles/Orange County Building Trades Council and Carpenters and authorization be given to the chancellor or his designee to execute the agreement on behalf of the district.
- *4.3 Approval of Agreement with DPR Construction Company for Lease-Leaseback Services for Dunlap Hall Renovations at Santa Ana College Action
The administration recommends approval of the contract with DPR Construction Company for Lease-Leaseback services as presented.
- *4.4 Ratification of Agreement with Ninyo & Moore for Materials Testing and Inspection Consulting Services for the Planetarium, Parking Lot #11 and Temporary Village at Santa Ana College Action
The administration recommends ratification of the agreement with Ninyo & Moore for materials testing and inspection consulting services for the planetarium, parking lot #11 and temporary village project at Santa Ana College as presented.
- *4.5 Approval of Change Order #8, Bid #1180 – Perimeter Site Improvements for Santa Ana College Action
The administration recommends approval of Change Order #8 for Bid #1180 for WoodCliff Corporation for perimeter site improvements for Santa Ana College.

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

- *4.6 Ratification of Award for Informal Bid #1220 – Santiago Canyon College Sports Field Netting Project Action
The administration recommends ratification of the award of Bid #1220 to West Coast Netting, Inc. as presented.
- 4.7 Rejection of Claim Action
The district’s legal counsel recommends that the Board of Trustees reject claim #14-032414GY and authorization be given to the chancellor or his designee to transmit a notice of rejection to the claimant.
- 4.8 Rejection of Claim Action
The district’s legal counsel recommends that the Board of Trustees reject claim #04-03241DE and authorization be given to the chancellor or his designee to transmit a notice of rejection to the claimant.
- 4.9 Approval of Agreement with Seville Construction Services, Inc. for Construction Management Services for Various Projects at Santiago Canyon College Action
The administration recommends approval of the agreement with Seville Construction Services, Inc. for construction management services for various projects at Santiago Canyon College as presented.
- *4.10 Approval of Hawthorne School District Bid #13-14-1 for Furniture and Accessories Action
The administration recommends approval of Hawthorne School District Bid #13-14-1 for furniture and accessories awarded to Concepts School & Office Furnishings and Culver-Newlin, Inc. and all renewals and amendments as presented.
- *4.11 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period February 2, 2014, through March 8, 2014.

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:
- Basic Skills Initiative (SAC & SCC) - *Adjustment* - \$ 41,894
 - Board Financial Assistance Program (BFAP) (SAC) \$737,337
 - California Space Grant Consortium (CaSGC) – MESA \$ 10,000
 - Community College Laboratory Research Experience (SAC)

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

- *5.2 Approval of Sub-Agreement between RSCCD and Santa Clarita Community College District for the Information Communications Technology/Digital Media Sector Navigator Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.3 Adoption of Revised Board Policies Action
The administration recommends adoption of the following revised board policies:
- BP 2015 Student Members
 - BP 5501 Student Athletics/Activities Code of Conduct
- 5.4 Adoption of Resolution No. 14-09 authorizing payment to Trustee Absent from Board Meetings Action
This resolution requests authorization of payment to Trustee Phillip Yarbrough for his absence from the March 10, 2014, board meeting due to illness.
- 5.5 Reports from Board Committees Information
 - Board Facilities Committee
- 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. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

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

4. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 4540 E. Riverdale Avenue, Anaheim, California
Negotiating Parties: Orange Unified School District
Under Negotiation: Sale of Property

5. Liability Claim (pursuant to Government Code Section 54956.95)

- a. 14-032414GY
- b. 04-03241DE

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Employment Agreement
- Approval of Hiring of Long Term Substitutes
- Approval of Stipend
- Approval of Part-time Hourly Hires/Rehires

6.2 Classified Personnel

Action

- Approval of Professional Growth Increments
- Approval of Leaves of Absences
- Approval of Voluntary Furlough
- Approval of New Appointments
- Approval of Out of Class Assignment
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

- 6.3 Approval of Non-Credit Instructional Calendar for 2014-2015 Action
The administration recommends approval of the 2014-2015 Non-Credit Instructional Calendar.

- 7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on April 14, 2014.

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

Board of Trustees (Regular meeting)

Monday, March 10, 2014

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:43 p.m. by Mr. Jose Solorio. Other members present were Ms. Claudia Alvarez, Mr. John Hanna, Mr. Larry Labrado, Ms. Nelida Mendoza Yanez, and Mr. Luis Correa. Mr. Phillip Yarbrough was absent due to illness and Ms. Arianna Barrios was absent due to a work-related issue.

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. Yuh Hwan Ko, Student President, Santiago Canyon College (SCC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Hanna and seconded by Mr. Labrado to approve a revised page and an addendum for Item 6.1 (Academic/Management Personnel) and an addendum for Item 6.2 (Classified Personnel). The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Correa's advisory vote was aye.

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. Hanna and seconded by Ms. Alvarez to approve the minutes of the meeting held February 18, 2014. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Correa's advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Labrado and seconded by Ms. Alvarez 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 3.4 (Agreement with Delhi Center), Item 4.6 (Agreement with Donald Krotee Partnership), and Item 5.6 (Agreement with Young Company Creative Marketing Communications, Inc.) removed by Mr. Solorio; Item 3.9 (Proposed Revisions for 2014-2015 SCC Catalog) removed by Mr. Labrado; Item 4.11 (Agreement with Seville Construction Services, Inc.) removed by Ms. Alvarez; and Item 5.4 (Sub-Agreement between RSCCD and City College of San Francisco) removed by Mr. Hanna. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Correa’s advisory vote was aye.

- 3.1 Approval of NUVENTIVE, LLC. Subscription License Agreement for TracDat™
The board approved the agreement with Nuventive, LLC.
- 3.2 Approval of NUVENTIVE, LLC. Professional Services Agreement for TracDat™
The board approved the agreement with Nuventive, LLC.
- 3.3 Approval of Contract with Santa Ana Unified School District (SAUSD) to offer Career Technical Education Courses (CTE) at Century High School
The board approved the contract with SAUSD to offer CTE courses at Century High School.
- 3.5 Approval of Amendment #2 to Criminal Justice Academies (CJA) Agreement – Asian Gang Investigators Association of California
The board approved Amendment #2 to the agreement with the Asian Gang Investigators Association of California in West Covina, California.
- 3.6 Approval of Amendment #2 to CJA Agreement – California Narcotic Officers’ Association
The board approved the amendment with the California Narcotic Officers’ Association in Valencia, California.
- 3.7 Approval of Amendment #1 to CJA Agreement – California Narcotic Canine Association
The board approved the amendment with the California Narcotic Canine Association in Salinas, California.
- 3.8 Approval of Proposed Revisions for 2014-2015 Santa Ana College (SAC) Catalog
The board approved the proposed revisions for the 2014-2015 SAC catalog.

1.6 Approval of Consent Calendar – (cont.)

3.10 Approval of Santa Ana College Community Services Program – Summer - 2014

The board approved the proposed SAC Community Services program for Summer 2014.

3.11 Approval of Santiago Canyon College Community Services Program – Summer - 2014

The board approved the proposed SCC Community Services program for Summer 2014.

3.12 Approval of Consulting Agreement with Cynosure New Media, Inc.

The board approved the consulting agreement with Cynosure New Media, Inc. to support the development of an online orientation program for students at SCC Orange Education Center.

3.13 Approval of Memorandum of Understanding (MOU) with Saddleback College for Cosmetology Program

The board approved the MOU with Saddleback College to allow Saddleback College and Santiago Canyon College to continue to offer cosmetician, esthetician, barbering, and skin care courses through the respective contracted beauty schools.

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 January 2014.

4.3 Approval of Conflict of Interest Code

The board approved Appendix A-1 of the Conflict of Interest Code as presented.

4.4 Approval of Agreement with Glumac for Commissioning Consulting Services for HVAC Renovations at District Operations Center

The board approved the contract with Glumac for independent commissioning services for the HVAC renovations at the district operations center.

4.5 Approval of Agreement with Cumming Corporation for Construction Management Services for Santa Ana College Projects

The board approved the contract with Cumming Corporation for construction management services for SAC projects as presented.

1.6 Approval of Consent Calendar – (cont.)

- 4.7 Approval of Agreement with Knowland Construction Services for Division of State Architect (DSA) Inspector of Record, Testing and Inspection Services for Planetarium, Parking Lot #11, and Temporary Village at Santa Ana College
The board approved the agreement with Knowland Construction Services for DSA Inspector of Record, testing and inspection services for the planetarium, parking lot #11, and temporary village project at SAC as presented.
- 4.8 Approval of Agreement with Xpera Group for Specialized Consulting Services for Chavez Building Renovation Project at Santa Ana College
The board approved the contract with Xpera Group for forensic investigation, design assistance and construction observation consulting services for the Chavez building renovation project at SAC as presented.
- 4.9 Adoption of Resolution No. 14-05 – Change Order #21 for Bid #1139 – Contract with Dynalectric Inc. for Electrical Work for Humanities Building at Santiago Canyon College
The board adopted Resolution No. 14-05 for the contract with Dynalectric, Inc. for electrical work for the Humanities building at SCC as presented.
- 4.10 Approval of Agreement with Glumac for Commissioning Consulting Services for Retro-Commissioning of Science Building at Santiago Canyon College
The board approved the contract with Glumac for independent commissioning services for the retro-commissioning of the Science building at SCC.
- 4.12 Approval of Mutual Release and Settlement Agreement between Southern California Grading and RSCCD for Chapman Entry and Learning Resource Center (LRC) Parking Lot at Santiago Canyon College
The board approved the Mutual Release and Settlement Agreement between Southern California Grading and RSCCD for the Chapman Entry and LRC parking lot at SCC as presented.
- 4.13 Approval of Mutual Release and Settlement Agreement between West-Tech Mechanical, Inc. and RSCCD for Humanities Building Project at Santiago Canyon College
The board approved the Mutual Release and Settlement Agreement between West-Tech Mechanical and RSCCD for the Humanities building at SCC as presented.
- 4.14 Approval of Notice of Completion for Bid #1139 – Contract with Dynalectric Inc. for Electrical Work for Humanities Building at Santiago Canyon College
The board approved the Notice of Completion with Dynalectric Inc. for electrical work for the Humanities building at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

4.15 Approval of Notice of Completion for Bid #1214 – Contract with AVDB Group for Gymnasium Building Integrated Audio Sound System Project at Santiago Canyon College

The board approved the Notice of Completion with AVDB Group for the gymnasium building integrated audio sound system project at SCC as presented.

5.1 Approval of Resource Development Items

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

- Basic Skills Initiative (SAC & SCC) - *Adjustment* -\$ 9,936
- Disabled Students Programs & Services (DSPS) (SCC) \$556,693

5.2 Approval of Sub-Agreements between RSCCD and Coast Community College District (CCD), Coastline Regional Occupational Program (ROP), and South Orange County CCD for Information Communications Technology/Digital Media Deputy Sector Navigator Grant

The board approved the sub-agreements and authorized 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 Sub-Agreements between RSCCD and Coastline ROP and Coast CCD/Orange Coast College

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

5.5 Approval of Sub-Agreements between RSCCD and South Orange County CCD and Huntington Beach Union School District

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

1.7 Presentation on Veterans' Support Services

Mr. Loy Nashua, Associate Dean of Student Development, Santa Ana College, and Mr. Syed Rizvi, Associate Dean of Financial Aid, Santiago Canyon College, gave a presentation to the board on the veterans' support services offered at the colleges. Veterans Matthew Segalla (SAC) and Maxwell Wagner (SCC) gave a report on how the veterans' support services assisted them at their respective campuses.

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

Dr. Martinez and Mr. Vázquez reported that staff continues to read, edit, and gather new information for a draft of the self-evaluation report that will be presented to the board for a first reading at its May 27th board meeting; the final self-evaluation report will be presented to the board for approval at its June 9th meeting. Since Mr. Hanna and Ms. Alvarez serve on the Standard IV committee, Mr. Hanna asked that they receive a draft for the Standard IV section of the report before it is presented to the full board.

2.3 Report from Student Trustee

Mr. Luis Correa, Student Trustee, provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Jorge Sandoval, Student President, Santa Ana College
Mr. Yuh Hwan Ko, Student President, 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

3.0 INSTRUCTION

Items 3.1, 3.2, 3.3, 3.5, 3.6, 3.7, 3.8, and 3.10 through 3.13 were approved as part of Item 1.6 (Consent Calendar).

3.4 Approval of Agreement with Delhi Center

It was moved by Mr. Hanna and seconded by Ms. Mendoza Yanez to approve the agreement with Delhi Center in Santa Ana, California. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez. Mr. Solorio had a vote of abstention due to a past consulting work relationship with this company. Student Trustee Correa’s advisory vote was aye.

3.9 Approval of Proposed Revisions for 2014-2015 Santiago Canyon College (SCC) Catalog

It was moved by Mr. Labrado and seconded by Mr. Solorio to approve the proposed revisions for the 2014-2015 SCC catalog. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Correa’s advisory vote was aye.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, 4.4, 4.5, 4.7, 4.8, 4.9, 4.10, and 4.12 through 4.15 were approved as part of Item 1.6 (Consent Calendar).

4.6 Approval of Agreement with Donald Krotee Partnership for Parking Lot at 17th and Bristol Street Project at Santa Ana College

It was moved by Ms. Mendoza Yanez and seconded by Mr. Labrado to approve the contract with Donald Krotee Partnership for the parking lot at 17th and Bristol Street project at SAC as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez. Mr. Solorio had a vote of abstention due to past campaign support from this company. Student Trustee Correa’s advisory vote was aye.

4.11 Approval of Agreement with Seville Construction Services, Inc. for Construction Management Services for Various Projects at Santiago Canyon College

It was moved by Mr. Labrado and seconded by Ms. Mendoza Yanez to approve the agreement with Seville Construction Services, Inc. for construction management services for various projects at SCC as presented. Discussion ensued.

It was moved by Mr. Hanna and seconded by Mr. Solorio to postpone action on the agreement with Seville Construction Services, Inc. for construction management services for various projects at SCC until the March 24th board meeting and include the claims related to this item in the March 24th agenda for discussion during closed session. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Correa’s advisory vote was aye.

5.0 GENERAL

Items 5.1, 5.2, 5.3, and 5.5 were approved as part of Item 1.6 (Consent Calendar).

5.4 Approval of Sub-Agreement between RSCCD and City College of San Francisco

It was moved by Mr. Solorio and seconded by Ms. Alvarez to approve the sub-agreement and authorize the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Correa's advisory vote was aye.

5.6 Approval of Agreement with Young Company Creative Marketing Communications, Inc. for Brand Research and Strategy Development

It was moved by Mr. Solorio and seconded by Ms. Mendoza Yanez to approve the contract with Young Company Creative Marketing Communications, Inc. for brand research and strategy development as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Correa's advisory vote was aye.

5.7 First Reading of Revised Board Policies

The following revised board policies were presented for first reading as informational items:

- BP 2015 Student Member
- BP 5501 Student Athletics/Activities ~~Athlete~~ Code of Conduct
—BP5201.5

5.8 Adoption of Resolution No. 14-08 authorizing payment to Student Trustee Absent from Board Meetings

It was moved by Mr. Labrado and seconded by Ms. Alvarez to adopt Resolution No. 14-08 requesting authorization of payment to Student Trustee Luis Correa for his absence from the February 18, 2014, board meeting and planning session due to illness. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

5.9 Reports from Board Committees

Mr. Labrado provided a report on the March 6, 2014, Board Facilities Committee meeting during discussion of Items 4.6 and 4.11.

Mr. Hanna provided a report on the February 27, 2014, Board Policy Committee meeting.

5.9 Reports from Board Committees – (cont.)

Mr. Correa provided a report on the March 6, 2014, Orange County Community Colleges Legislative Task Force meeting.

5.10 Board Member Comments

Mr. Hanna thanked Ms. Evett for sending the Academic Senate meeting minutes to the board so the board is informed of discussions relating to the naming of buildings.

Mr. Labrado expressed concern that SCC has entered into an agreement for cosmetology classes to be held with a company outside district boundaries. Dr. Rodríguez explained that when the SCC cosmetology program was discontinued, SCC allowed that company to work with South Orange County Community College District (SOCCCD). When it was time to reinstate the cosmetology program at SCC, staff selected a company they thought was in the RSCCD service area. It turns out, the company is one block away from the RSCCD service area; therefore, SOCCCD is allowing RSCCD to offer cosmetology classes by a company in the SOCCCD area.

Since March 8th is International Women's Day, Ms. Alvarez commended women leaders attending the meeting and encouraged additional women to seek leadership roles.

Mr. Solorio thanked the staff serving the veterans and the veterans at SAC and SCC. He commended the college presidents on the support services offered to veterans.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:40 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Vice President
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board reconvened at 7:45 p.m.

Closed Session Report

Ms. Alvarez reported the board discussed the aforementioned items, and the board took action to release a district safety officer from probation during closed session with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio; and the board took action to release an administrative secretary from probation during closed session with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Mr. Solorio and seconded by Mr. Labrado to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Correa's advisory vote was aye.

- Approve Appointments
- Approve Adjusted Hourly Rates due to Change in Duty Days
- Approve 2014-2015 Tenure Review Recommendations
- Approve Changes of Assignments
- Approve Adjusted Effective Date for Ratifying Resignations/Retirements
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

6.2 Classified Personnel

It was moved by Mr. Solorio and seconded by Mr. Labrado to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Correa's advisory vote was aye.

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Ratify Resignations/Retirements
- Approve Changes in Position
- Approve Leaves of Absence

6.2 Classified Personnel – (cont.)

- Approve 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
- Approve Student Assistant Lists

6.3 Authorization for Board Travel/Conferences

It was moved by Mr. Solorio and seconded by Mr. Labrado to approve the submitted conference and travel by a board member. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Correa’s advisory vote was aye.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on March 24, 2014.

There being no further business, Mr. Solorio declared this meeting adjourned at 7:47 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: March 24, 2014

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

To:	Board of Trustees	Date: March 24, 2014
Re:	Approval of Five Year Extension of License Agreement with the City of Santa Ana to Operate “Centennial Education Center”	
Action:	Request for Approval	

BACKGROUND

The Santa Ana College School of Continuing Education has operated an adult education center called the Centennial Education Center at Centennial Park since November 5, 1979, pursuant to a thirty (30) year license agreement by and between the City of Santa Ana and the Rancho Santiago Community College District. This license agreement has been conditioned upon the District abiding to deed restrictions required by the Federal Government on Centennial Park. A subsequent five (5) year renewal was agreed upon in 2009 under the same conditions, and is set to expire in November, 2014. Another five (5) year renewal term, with a termination date of November 5, 2019, has been approved by the City Council while the long term plans for the Centennial Education Center can be finalized. The fee payment for the license agreement, in accordance with the original agreement, will be paid quarterly to the City, at a rate of seven and four-tenths percent (7.4%) of the operation and maintenance expenses incurred by the City and County in caring for common areas of the park required to be maintained by the City.

ANALYSIS

This extension of the license agreement between the City of Santa Ana and the Rancho Santiago Community College District allows for continuous operation of Santa Ana College’s Centennial Education Center for another five (5) year period while the long-term plans for the College and the City can be negotiated.

RECOMMENDATION

It is recommended that the Board of Trustees approve this five (5) year extension to the original license agreement between the City of Santa Ana and the Rancho Santiago Community College District to operate Santa Ana College’s Centennial Education Center.

Fiscal Impact:	Approx. \$40,000 annually	Board Date: March 24, 2014
Prepared by:	Michael T. Collins, Ed.D., Vice President of Administrative Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**EXTENSION OF LICENSE AGREEMENT
BETWEEN THE CITY OF SANTA ANA AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

THIS EXTENSION OF LICENSE AGREEMENT ("Extension") is entered into this 4th day of February, 2014, by and between the City of Santa Ana, a charter city and municipal corporation, herein referred to as "City", and Rancho Santiago Community College District, herein referred to as "College".

RECITALS:

- A. On November 5, 1979, the City Council approved a thirty (30) year License Agreement ("Agreement") with College to construct and operate an Adult Career Education Center at Centennial Park, conditioned upon College abiding to deed restrictions required by the Federal Government on Centennial Park.
- B. The original License Agreement expired in November 2009, and a five (5) year renewal was agreed upon by the Parties, under the same conditions. Such renewal term expires on November 5, 2014. In order to renew, the option must be exercised by providing written notice not less than 180 days prior to the expiration date of the option period.
- C. College requested a long-term lease agreement in order to invest in improvements to the campus, however said request was denied by the National Park Service (NPS) as such use did not meet the deed restriction that the property be used for recreational purposes. A long-term lease can only be entered if a land conversion is approved by the NPS, transferring the deed restrictions for use as recreational purposes to a new park site of equal value/size (2.6 acres).
- D. Required documentation for the site at McFadden/Orange (1.4 acres) was submitted to NPS for the land conversion however, NPS indicated that the proposed property was not of equal value/size. In order to complete the land conversion process, the Parties need to identify additional property of equal value, as well as explore various options including joint use and other collaborative alternatives. NPS has agreed to allow the City to extend the License to the College for five (5) years in order to complete the land conversion process.
- E. The Parties desire to extend the License Agreement under the same terms and conditions of the original Agreement.

WHEREFORE, in consideration of the mutual and respective covenants and promises hereinafter contained and made, and subject to all of the terms and conditions of said Agreement as hereby extended, the parties hereto do hereby agree as follows:

1. The term of the License shall be extended through November 5, 2019, subject to all of the same terms and condition of the original License Agreement.
2. All other terms and conditions of said Agreement shall remain in effect and unchanged, including but not limited to compensation and proof of insurance.

WHEREFORE, the parties have executed this Extension of License Agreement as of the date and year first written above.

ATTEST:

CITY OF SANTA ANA

MARIA D. HUIZAR
Clerk of the Council

DAVID CAVAZOS
City Manager

APPROVED AS TO FORM:

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: _____
SONIA R. CARVALHO
City Attorney

By: _____
Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To: Board of Trustees	Date: March 24, 2014
Re: Approval of PGINET Consultant Services Agreement	
Action: Request for Approval	

BACKGROUND

PGINET Consulting provides technical support to institutions by assisting in the development, establishment, and implementation of customized software programs.

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to enter into an agreement with PGINET Consulting to provide technical services to develop, establish, and implement the use of a customized software program to track all FLEX activities for Santa Ana College and School of Continuing Education noncredit faculty.

RECOMMENDATION

It is recommended that the Board of Trustees approve the PGINET Consultant Services Agreement.

Fiscal Impact: \$19,380	Board Date: March 24, 2014
Prepared by: James Kennedy, Vice President, SAC School of Continuing Education	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this **Twenty Fourth** day of **MARCH** in the year **2014**, between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as (“DISTRICT”), and **PGINET CONSULTING**, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters; and

WHEREAS, such services and advice are not available within the DISTRICT, and cannot be performed satisfactorily by DISTRICT employees; and

WHEREAS, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel; and

WHEREAS, CONSULTANT is specially experienced and competent to provide to the DISTRICT certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, DISTRICT desires to obtain specialized services and/or advice to DEVELOP THE WEB BASED FLEX APPLICATION, hereinafter referred to as the “PROJECT”, located in the DISTRICT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide consulting services to assist with the development of districtwide sustainability plan its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

ARTICLE I **SCOPE AND SERVICES AND RESPONSIBILITIES**

1. **Services.** The CONSULTANT shall provide to the DISTRICT on the terms set forth herein and all the services articulated in the CONSULTANT’s scope of work which is attached hereto and incorporated herein as **EXHIBIT “A”** (“Services”). The PARTIES agree if there is a proposal or similar document attached or incorporated into **EXHIBIT “A”**, that the terms of this AGREEMENT shall be controlling over any of the terms contained within the CONSULTANT’s proposal or similar document.

2. **Classification:** To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.

3. **Contract Term.** The term of this AGREEMENT shall begin March 24, 2014 and shall end **June 5, 2014** in accordance with the schedule as stated in **EXHIBIT “A”**. The PARTIES agree

should all Services be completed by CONSULTANT and accepted, in writing, by DISTRICT prior to the end date stated within this Paragraph, the AGREEMENT shall automatically terminate.

4. If any claim, demand, dispute or lawsuit arises related in any manner to the PROJECT (collectively, "CLAIM"), but unrelated to the services furnished pursuant to this AGREEMENT, the CONSULTANT agrees to cooperate and provide any reasonably requested services as directed by the DISTRICT or DISTRICT's legal counsel. Any documents or information provided to CONSULTANT or prepared, reproduced, maintained and/or managed by CONSULTANT related to a CLAIM are, and shall remain, confidential. Any communications, work performed or services provided related to a CLAIM for DISTRICT's legal counsel, or at the direction or request of DISTRICT's legal counsel, shall be protected by any applicable privilege including, but not limited to, the attorney-client privilege, attorney work product doctrine, and joint defense privilege. CONSULTANT shall not provide, release or distribute any information or documents related to a CLAIM to any person or entity without prior written consent from the DISTRICT or DISTRICT's legal counsel. All documents, reports or information related to a CLAIM, even if prepared by CONSULTANT, shall remain sole property of the DISTRICT in accordance with Article VII of this AGREEMENT.

5. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

6. The CONSULTANT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those Services that are set forth in this AGREEMENT and **EXHIBIT "A"** and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any subconsultant the CONSULTANT has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide Services in addition to, or different from, the Services described in **EXHIBIT "A"**. The CONSULTANT shall advise the DISTRICT in writing of any Services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

7. The CONSULTANT shall not be responsible for acts and/or omissions of any other party or parties involved in the design of the PROJECT or the failure of any contractor or subcontractor to construct any aspect of the PROJECT in accordance with the contract documents. The CONSULTANT is not authorized to modify, waive, eliminate, or add any requirement to the PROJECT's specifications or other contract documents, nor to approve or accept any portion of the construction work, unless specifically authorized in writing by the DISTRICT or its authorized representative. The CONSULTANT shall not have the right to reject work or the right to stop work,

except for such periods as may be required to conduct sampling, testing or inspection of work covered by this AGREEMENT.

ARTICLE II

COMPENSATION TO THE CONSULTANT

1. Basic Services: CONSULTANT agrees to perform basic Services provided by this AGREEMENT, and DISTRICT agrees to pay CONSULTANT for such Services in accordance with **EXHIBIT "A"**. Compensation for Additional Services shall be dependent upon CONSULTANT's compliance with the provisions outlined in ARTICLE IV below and shall be calculated in accordance with the rates set forth in **EXHIBIT "A"**.

2. Reimbursable Costs/Expenses: The DISTRICT recognizes that certain costs and expenses associated with the Services performed are reimbursable to the CONSULTANT. Provided that the CONSULTANT obtains the DISTRICT's prior written approval, costs and expenses will be reimbursed to the CONSULTANT in accordance with this ARTICLE. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to the CONSULTANT of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the DISTRICT and calculated in accordance with the rates set forth in **EXHIBIT "A"**. The CONSULTANT's mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the DISTRICT:

1. Approved reproduction of reports and/or other documents in excess of the copies required by this AGREEMENT;
2. Fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this AGREEMENT;
3. Cost of UPS, Federal Express, and other deliverables; and
4. Cost of subconsultants hired by CONSULTANT with prior written approval of DISTRICT.

3. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the Service, identify the individual performing the Service, state the hours worked and rate charged, and describe the Service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursables or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within Thirty (30) days of the DISTRICT's receipt of the invoice.

4. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or

subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to PROJECT schedule.

ARTICLE IV **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IV OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE V
ADDITIONAL SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

c. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT and the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VI
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VII
REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days.

ARTICLE VIII
INDEMNITY & INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

d. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

e. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT. IN NO EVENT SHALL THE CONSULTANT'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE CONSULTANT FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE IX
MISCELLANEOUS

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

3. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

4. Prevailing Wages: For purposes of California Labor Code section 1720 *et seq.*, the PROJECT is a public works project. If applicable and required, Contractor shall pay, and shall cause all subconsultants and/or subcontractors of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT.

5. This AGREEMENT shall be governed by the laws of the State of California.

6. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT "A"** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PORTIONS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

7. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or

agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

8. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

12. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

13. Confidentiality: The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

14. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

15. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:
Rancho Santiago Community College District
Business Operations and Fiscal Services
Attn: Peter Hardash, Vice Chancellor
2323 North Broadway Santa Ana, CA 92706
Telephone: (714)480-7340
Facsimile: (714)796-3935

To the CONSULTANT:
PGINET Consulting
Attn: Paul Gallagher
P.O. Box 3306
Fullerton, CA 92834
Telephone: (714) 256-1519
Facsimile: (714) 442-0350

With a copy to:
Rancho Santiago Community College District
Santa Ana College School of Continuing Education
2900 West Edinger, Santa Ana, CA 92704
Attn: Jim Kennedy, Vice President
Telephone: (714) 241-5708

Facsimile: (714) 796-3910

16. Tobacco Prohibited: any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any RSCCD property.

17. Profanity on any RSCCD property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

18. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

19. Images: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

20. In accordance with California Education Code section 81655, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

ARTICLE X
ENTIRE AGREEMENT

1. All of the AGREEMENT between the PARTIES is included herein, and no warranties expressed or implied, representations, promises, or statements have been made by either PARTY unless endorsed hereon in writing, and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the AGREEMENT.

2. Neither amendments to nor modifications of this AGREEMENT shall be effective unless signed by officials of the CONSULTANT and the DISTRICT having authority equal to or greater than that of the officials signing this AGREEMENT. The DISTRICT and the CONSULTANT hereby agree to the full performance of the covenants contained herein.

*****Signatures on next page*****

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

**PAUL GALLAGHER
PGINET CONSULTING**

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT OF ORANGE COUNTY**

By _____

By _____

Print Name _____

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

Title _____

Date _____

Date _____

Address _____

Phone _____

Fax _____

Tax ID# _____

Email _____

EXHIBIT "A"

CONSULTANT'S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION

1. Compensation for Basic Services:

The DISTRICT shall compensate the CONSULTANT for the performance of all Services required under this AGREEMENT an amount not to exceed \$19,380.00. Payments will be based on monthly invoices, payable in arrears, which will set forth the hours actually worked and expenses incurred during the billing period. The billing rates indicated in herein will be multiplied by the actual hours for each position to arrive at the total fee for each month. The CONSULTANT will not exceed the not to exceed fee without prior written authorization of the DISTRICT.

2. Fee Schedule:

Upon completion and District acceptance of Phase 1 as described in the Scope of Services the CONSULTANT will bill DISTRICT \$9,690. Final payment of \$9,690 will be made upon completion and District acceptance of the project on or before May 30th, 2014.

3. Scope of Services:

- a) Develop an online application to automate the District's entire flex operation for Continuing Education at both Santa Ana College and Santiago Canyon College. It will allow for online registration of workshops and online attendance. It will provide payroll reports and flex obligation reports for all District Continuing Education faculty. It will contain features as identified in project proposal document and mock-ups located at:
http://www.pginet.com/sac_flex_mockup_1/.

The project will be split up into two phases.

Phase 1

The first phase of the project will include delivery and acceptance by District administration of the following application features as described in the project proposal.

- Authentication Via Web Advisor Link
- Main Application Menu: Manage User Accounts
- Application Settings Menu: Manage Flex Sessions
- Application Settings Menu: Manage Workshop Rooms
- Workshops Menu: Manage Workshop Blogs
- Workshops Menu: Submit Workshop for Approval
- Certificates Menu: Add / Edit / Delete Certificates
- Calendar Menu: Schedule Workshops

Upon District acceptance of the work in Phase 1 the contractor will submit an invoice for \$9,690 to be paid within 30 days of receipt of invoice.

Phase 2

The second phase of the project will include acceptance by the District of all remaining application features associated with the project.

- Workshops Menu: Approve / Deny “Proposed Flex Activity”
- Workshops Menu: Approve / Deny / Renew Non Department Specific Workshop
- Reports Menu: View Delinquency by Department
- Reports Menu: View Instructor Obligation Balance by Department
- Reports Menu: View Instructor Payment Sheet by Department
- Reports Menu: View Instructor Payment Activity as of Date
- Reports Menu: View Instructor Certificate Status by Certificate
- Reports Menu: View Workshops by Shopping Cart Views
- Reports Menu: View Workshops by Attendee Count
- Reports Menu: Export Workshops for Publication
- Workshops Menu: Sign Up For Workshop
- Workshops Menu: Take Attendance

At completion of Phase 2 all application features described in Phase 1 and Phase 2 will be integrated into the application and function as described in the project proposal.

4. Schedule of Work:

Work will begin on March 25th, 2014 and project will be completed by May 30th, 2014

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To:	Board of Trustees	Date: March 24, 2014
Re:	Approval of Agreement with Orange County Children's Therapeutic Arts Center (OCCTAC)	
Action:	Request for Approval	

BACKGROUND

Orange County Children's Therapeutic Arts Center is a nonprofit organization which provides art and music instruction, as well as various other services, to children, adolescents, and their families.

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to enter into a partnership with Orange County Children's Therapeutic Arts Center to offer English as a Second Language, Family Literacy, Parent Education, Adult Basic Education, Citizenship, and computer courses at their facility located at 209 N. Broadway, Santa Ana, CA 92701. This Agreement has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Agreement between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education and Orange County Children's Therapeutic Arts Center in Santa Ana, California.

Fiscal Impact:	\$3.50/Instructional hour up to 3,500 hours/Fiscal Year	Board Date: March 24, 2014
Prepared by:	James Kennedy, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is entered into between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and **Orange County Children's Therapeutic Arts Center** (hereinafter called "OCCTAC").

BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the College provides adult education classes that improve language and workforce skills, increase civic involvement, and promote lifelong learning.

WHEREAS, OCCTAC has suitable facilities and classroom space available to accommodate these classes for the College.

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

1. **Description of Services.** OCCTAC shall provide facilities and classroom space suitable to hold the number of adult education classes as mutually agreed to by the OCCTAC and the College. The College will hire instructors according to its existing policies and procedures to teach the following classes at these facilities:
 - English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes.
 - The College will evaluate the instructors at regular intervals and add additional classes as needed.
 - The College will keep an accurate account of all class hours.
2. **Compensation.** OCCTAC shall be compensated by College at the rate of \$3.50 per class hour for a maximum of 3,500 hours per fiscal year.
3. **Payment.** Payment of fees as outlined in this Agreement shall be payable by College upon receipt of OCCTAC invoice.
4. **Term.** This Agreement shall be effective as of the date signed by District, and shall continue in effect for five years, unless terminated earlier at will or without cause by 30 days written notice of either party.
5. **Insurance.** Each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Proof of insurance coverage shall be furnished to either party upon written request.

6. **Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
7. **Entire Agreement.** This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.
8. **Notices.** Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.
9. **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

ORANGE COUNTY CHILDREN’S THERAPEUTIC ARTS CENTER

Signature:

Date:

Dr. Ana Jimenez-Hami
Executive Director
Orange County Children’s Therapeutic Arts Center
208 N. Broadway
Santa Ana, CA 92701
(714) 547-5468

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To: Board of Trustees	Date: March 24, 2014
Re: Approval of Facility Agreement with Our Lady of Pilar Church	
Action: Request for Approval	

BACKGROUND

Our Lady of Pilar Church is a nonprofit organization which provides a wide variety of community services to needy families in central Santa Ana.

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes a partnership with Our Lady of Pilar Church to offer English as a Second Language, Family Literacy, Parent Education, Adult Basic Education, Citizenship, and computer courses at their facility located at 1622 West 6th Street in Santa Ana, California. This Facility Agreement has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Facility Agreement on behalf of Santa Ana College School of Continuing Education with Our Lady of Pilar Church in Santa Ana, California.

Fiscal Impact:	\$3.50/Instructional hour up to 1,500 hours/Fiscal Year	Board Date: March 24, 2014
Prepared by:	James Kennedy, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

FACILITY AGREEMENT

THIS FACILITY AGREEMENT (hereinafter "Agreement") is entered into between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and **Our Lady of Pilar Church** (hereinafter called "OLPC").

BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the College provides adult education classes that improve language and workforce skills, increase civic involvement, and promote lifelong learning.

WHEREAS, OLPC has suitable facilities and classroom space available to accommodate these classes for the College.

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

1. **Description of Services.** OLPC shall provide facilities and classroom space suitable to hold the number of adult education classes as mutually agreed to by OLPC and the College. The College will hire instructors according to its existing policies and procedures to teach the following classes at these facilities:
 - English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes.
 - The College will evaluate the instructors at regular intervals and add additional classes as needed.
 - The College will keep an accurate account of all class hours.
2. **Compensation.** OLPC shall be compensated by College at the rate of \$3.50 per class hour for a maximum of 1,500 hours per fiscal year.
3. **Payment.** Payment of fees as outlined in this Agreement shall be payable by College upon receipt of OLPC invoice.
4. **Term.** This Agreement shall be effective as of the date signed by District, and shall continue in effect for five years, unless terminated earlier at will or without cause by 30 days written notice of either party.
5. **Insurance.** Each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Proof of insurance coverage shall be furnished to either party upon written request.

6. **Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
7. **Entire Agreement.** This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.
8. **Notices.** Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.
9. **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

OUR LADY OF PILAR CHURCH

Signature:

Date:

Father Eliseo Gonzalez, Pastor
Our Lady of Pilar Church
1622 W. 6th Street
Santa Ana, CA 92703
(714) 543-1700

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

To: Board of Trustees	Date: March 24, 2014
Re: Approval of New OTA Agreement – WeeeFun Therapy for Children	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with WeeeFun Therapy for Children in Arcadia, California.

Fiscal Impact: None	Board Date: March 24, 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	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 19th day of February, 2014 by and between WeeeFun Therapy for Children, hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV.

JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V.

STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

1/23/15
**District: Rancho Santiago Community
College District**

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

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

Date: _____

Agency: WeeeFun Therapy For Children

**WeeeFun Therapy for Children
4075 East Live Oak Avenue
Arcadia, CA 91006**

Fiona Rea OTELL, Director/Owner
**Fiona Rea, OTR/L
Director/Owner**

Date: 02/19/2014

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

To:	Board of Trustees	Date: March 24, 2014
Re:	Approval of New Pharmacy Technology Agreement – MedCare Family Pharmacy	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with MedCare Family Pharmacy in Santa Ana, California.

Fiscal Impact:	None	Board Date: March 24, 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	

**STANDARD CLINICAL AFFILIATION AGREEMENT
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this *31st day of March, 2014* by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and *MedCare Family Pharmacy* ("Clinical Facility"), located at *1710 South Main Street, Santa Ana, CA 92707*.

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

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

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

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

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

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

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

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

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

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

"Clinical Facility" shall refer to **MedCare Family Pharmacy**, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents representatives, successors, and assigns;

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

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

TERMS

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

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

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

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. Clinical Instructor (College). College agrees to designate a coordinator for each program. The coordinator, who is an academic instructor, shall be responsible for all teaching activities.
12. Clinical Advisor (Clinical Facility). Although the Instructor of record assigns the grade for the student, Clinical Facility via a Clinical Advisor may provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the clinical rotation and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility rules, regulation, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this

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

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

21. No Right To Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

SAC-14-013

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

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

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

24. **Student Health Records.** Any student participating in a rotation shall provide verification of annual T.B. screening. This record shall be maintained in the Department of Pharmacy Technology at the College.
25. **Student Medical Care.** To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. **Confidentiality of Student Records.** Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.
27. **Verification.** College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program

and faculty members shall continue to meet any and all federal, state and local requirements.

28. **Indemnification**. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.
29. **Governing Law**. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. **Assignment**. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. **Effective Date Termination**. This Agreement shall become effective on March 31st, 2014, and shall remain in effect until March 30th, 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 delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:
MedCare Family Pharmacy
1710 South Main Street
Santa Ana, CA 92707
ATTN: Jim Nguyen , Owner
Quan Le, Owner

To College:
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
Attn: Pharmacy Technology

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

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

Clinical Facility: MedCare Family Pharmacy

Rancho Santiago Community College District

By: _____

By: _____

Printed Name: Jim Nguyen

Printed Name: Peter J. Hardash

By: _____

Title: Vice Chancellor
Business Operations & Fiscal Services

Printed Name: Quan Le

Title: Owners

Date: _____

Date: _____

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

To:	Board of Trustees	Date: March 24, 2014
Re:	Approval of New Pharmacy Technology Agreement – Vital Health Plus Pharmacy	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Vital Health Plus Pharmacy in Anaheim, California.

Fiscal Impact:	None	Board Date: March 24, 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	

**STANDARD CLINICAL AFFILIATION AGREEMENT
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this 31st day of March, 2014 by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and Vital Health Plus Pharmacy ("Clinical Facility"), located at 1172 North Euclid Street, Anaheim, CA 92801.

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

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

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

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

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

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

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

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

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

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

"Clinical Facility" shall refer to **Vital Health Plus Pharmacy**, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents representatives, successors, and assigns;

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

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

TERMS

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

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

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

10. **Confidentiality of Patient Records.** Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. **Clinical Instructor (College).** College agrees to designate a coordinator for each program. The coordinator, who is an academic instructor, shall be responsible for all teaching activities.
12. **Clinical Advisor (Clinical Facility).** Although the Instructor of record assigns the grade for the student, Clinical Facility via a Clinical Advisor may provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the clinical rotation and shall arrange formal orientation to the facility for the faculty and students.
13. **Supervision of Students.** The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility rules, regulation, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. **Removal of Students.** Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
15. **Patient Care.** Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.

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

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

21. No Right To Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

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

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

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

24. **Student Health Records.** Any student participating in a rotation shall provide verification of annual T.B. screening. This record shall be maintained in the Department of Pharmacy Technology at the College.
25. **Student Medical Care.** To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. **Confidentiality of Student Records.** Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.
27. **Verification.** College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program

and faculty members shall continue to meet any and all federal, state and local requirements.

28. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.
29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. Effective Date Termination. This Agreement shall become effective on March 31, 2014, and shall remain in effect until March 30, 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 delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:
Vital Health Plus Pharmacy
1172 North Euclid Street
Anaheim, CA 92801
ATTN: Lead Pharmacist

To College:
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
Attn: Pharmacy Technology

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

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

Clinical Facility: Vital Health Plus Pharmacy

 **Rancho Santiago Community College District**

By: _____

By: _____

Printed Name: _____

Printed 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: March 24, 2014
Re:	Approval of Pharmacy Technology Agreement Renewal – Saddleback Memorial Medical Center	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Saddleback Memorial Medical Center in Laguna Hills, California.

Fiscal Impact:	None	Board Date: March 24, 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	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
On Behalf of
SANTA ANA COLLEGE**

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement ("Agreement") is entered into and effective as of November 1, 2013, by and between Rancho Santiago Community College District on behalf of Santa Ana College ("School"), and Saddleback Memorial Medical Center, a California nonprofit public benefit corporation ("Facility").

RECITALS

- A. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) for the instruction and clinical training of students as identified in Exhibit "A," which is attached and incorporated herein (hereinafter referred to as "Program"). Such Program requires Program students ("Students") to obtain appropriate clinical training and field experience in the community.
- B. Facility owns and operates a general acute care hospital that is appropriate for furnishing such field experience.
- C. It mutually benefits Facility and School to allow Students and Program faculty ("Faculty") to use Facility for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

**ARTICLE I
General Information**

- 1.1 **Control.** The Program is an educational program of School and not Facility. School shall be, at all times, exclusively responsible for counseling, controlling, and disciplining Students, and for all activities of Students at Facility.
- 1.2 **Times, Place and Subject Matter.** School and Facility shall mutually set the times, place and subject matter for the Program that will be conducted at Facility, and shall mutually agree upon the length of the Students' clinical experience at Facility prior to the Students' arrival at Facility. The maximum number of Students who will be accepted at Facility at any one time shall be determined by Facility.

- 1.3 **Compensation.** The Program shall be conducted without the payment of any consideration by School or Facility to the other, or to any Student participating in the Program.
- 1.4 **Supervision.** The parties agree that all student activities that are required as part of the Program shall be performed under the appropriate supervision of a qualified Facility employee.

ARTICLE II Relationship of the Parties

- 2.1 **Term.** The term of this Agreement shall be for a period of five (5) years commencing on November 1, 2013, and terminating on October 31, 2018, unless terminated in accordance with the provisions of this Agreement.
- 2.2 **Termination.** This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party, except that any Student already assigned to and accepted by the Facility shall be allowed to complete any in-progress clinical practicum assignment at Facility. Notwithstanding the above, this Agreement shall immediately terminate if School's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced or any type of disciplinary action is taken against School by any accreditation or regulatory agency.
- 2.3 **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, employees or Students shall be considered agents, representatives, or employees of Facility. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. Facility shall not assume any liability under any employment or worker's compensation law based on Students performing services, receiving education or traveling pursuant to this Agreement and no Student shall look to Facility for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

ARTICLE III School's Responsibilities

- 3.1 **Academic Responsibility.** School shall develop the Program 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.

- 3.2 **Academic Preparation.** School shall be responsible for Students' academic preparation. School shall ensure all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Facility.
- 3.3 **Orientation.** Prior to any patient observation period or participation in any clinical experience, School shall require Students to receive training in HIPAA compliance and blood and body fluid standard precautions consistent with the Center for Disease Control guidelines, and fulfill any Facility orientation requirements. School shall certify that the Student has completed the required training.
- 3.4 **Facility Policies and Procedures.** School shall comply with all Facility policies, procedures and rules relating to the Program. School also shall be responsible for the general conduct of its students and shall assure that Students and on-site Faculty (if any) understand and comply with Facility policies, procedures, rules and regulations, as well any applicable state and federal laws, rules and regulations. School shall further assure that Students will conform to the rules and policies of the specific department to which they are assigned while participating in the Program at Facility.
- 3.5 **Program Information.** School shall provide Facility with educational objectives for the Program for Students gaining field experience at Facility under this Agreement prior to the start of each clinical rotation.
- 3.6 **Student Evaluations.** School shall appoint a Faculty member to coordinate the Program for School ("Program Coordinator") and shall provide Facility with the Program Coordinator's name and contact information prior to the start of each clinical rotation. The Program Coordinator shall supervise all aspects of School's involvement in the Program, though Program Coordinator may or may not be on-site. School shall arrange for periodic conferences between the Program Coordinator and Facility to evaluate the clinical experience provided under this Agreement.
- 3.7 **Student Information.** School shall provide Facility with Student information as requested by Facility at least two (2) weeks before a Student is scheduled to begin training at Facility.
- 3.8 **Background Check.** School acknowledges each Program participant shall be required to submit to a complete background check as a condition of participation in the Program. At a minimum, the background check shall include the following: verification of identity; 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. School shall provide a copy of the

completed background check to Facility prior to the commencement of any Program participant's participation in the Program.

- 3.9 **Health Certification.** School shall assure that Students assigned to Facility for field experience meet Facility standards of safety and health, and shall provide certification, upon request, that each Student has been immunized against the common communicable diseases. School shall maintain the health certification documentation of each Student for the time the Student is in training at Facility and for at least one (1) year beyond the date the Student completed training at Facility. School shall immediately notify Facility, in writing, of any current or past Student in the Program who has, or had at the time of his or her field experience at Facility, a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in a field experience at Facility, School shall remove Student until such time that he/she no longer poses a health threat. School shall provide Facility with a written medical clearance signed by the Student's treating physician prior to the Student returning to Facility.
- 3.10 **Student Health Records.** School shall obtain authorization from the Student to allow disclosure of medical information to Facility. School shall make all its health records pertaining to Student available for inspection by Facility upon reasonable notice.
- 3.11 **Patient Care.** Pursuant to the California Code of Regulations, Title 22, Section 70713, School understands and agrees that Facility retains professional and administrative responsibility for services rendered to Facility patients. School shall assure that Students and on-site Facility (if any) understand and conform to the same standards as are set for Facility employees in matters relating to the welfare of patients and general Facility operation. Students shall conduct their respective activities hereunder consistent with all applicable state and federal laws and regulations, Facility policy and procedures, and The Joint Commission standards that apply to Facility.
- 3.12 **Confidentiality.** School shall assure that Students and Faculty maintain the confidentiality of any and all patient and other information received in the course of the Program and 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 a patient's treatment plan.
- 3.13 **Additional Student Responsibilities.** School shall assure that Students understand and comply with the following: (i) Students shall arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations; (ii) Students shall report to Facility on time, timely contact School and Facility when they will be absent from the Facility when scheduled to be at Facility, act in a professional manner and dress appropriately; (iii) Students shall assume responsibility for personal illness,

necessary immunizations, tuberculin tests, chest x-rays, and annual health examinations; (iv) Students shall reimburse Facility for any emergency health care or first aid provided by Facility; (v) Students shall avoid infectious or communicable diseases and inform Facility and School immediately if they have or might have been exposed to an infectious or communicable disease; and (vi) Students shall maintain adequate health care coverage, professional liability insurance, in addition to worker's compensation insurance or student accident insurance coverage, either through a program offered by School or individually at Student's own expense.

- 3.14 **Accreditation.** School shall be responsible at all times during the course of this Agreement for obtaining and maintaining all licenses, accreditation and certifications necessary for the Program.

ARTICLE IV Facility's Responsibilities

- 4.1 **Facility Access.** Facility shall accept from School the mutually agreed upon number of Students and shall permit said Students and on-site Faculty (if any) access to Facility as Facility determines is appropriate for the purposes of providing the field experience expected in the Program.
- 4.2 **Orientation.** Facility shall provide appropriate orientation and information regarding the policies, rules and regulations of Facility to incoming Students and on-site Faculty (if any).
- 4.3 **Student Evaluations.** Facility shall designate a person at Facility who will coordinate the Students' experiences at Facility ("Facility Coordinator"). The Facility Coordinator will provide evaluations to School of each Student's performance in the Program in a manner agreed upon by the parties.
- 4.4 **Student Health Care.** Facility shall assume no responsibility for providing or paying for Student's medical care. Notwithstanding the above, Facility shall, within its capacity, provide Students necessary emergency health care or first aid for accidents occurring at the Facility. Student or School shall be responsible for paying the Facility charges for such care.
- 4.5 **Adequate Staffing.** Facility shall not decrease the number of staff or alter staffing patterns due to the presence or absence of Students in assigned areas. Facility shall assure that its staff is sufficient in number, quality and stability to ensure safe and continuous service to patients and families.
- 4.6 **Authority.** Facility shall, at all times, retain professional and administrative responsibility for patient care and all services rendered at Facility.

- 4.7 **Removal of Students.** Facility shall have the right to suspend or terminate any Student from field experience at Facility if, in Facility's sole judgment and discretion, Student fails to perform satisfactorily, fails to follow Facility policies, procedures and regulations, or threatens the health, safety, or welfare of any patients, invitees, or employees at Facility. An immediate suspension shall be imposed by Facility on a temporary basis only until Facility can confer with School and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the field experience at Facility is vested in Facility.
- 4.8 **Health Clearance Services.** Facility shall not be responsible for providing any part of the health examination or health clearance of Students, nor shall Facility be responsible for any part of the cost of providing such health clearance or maintaining the health records required by this Agreement. Facility may, at its sole option, provide health clearances services to a particular Student provided either School or Student agrees to pay for the services provided by Facility.

ARTICLE V Insurance

- 5.1 **School's Insurance.** School, at its sole expense, shall insure or self-insure its activities in connection with this Agreement by obtaining and maintaining in full force and effect during the term of the Agreement insurance or programs of self-insurance to cover School, Faculty and Students, as follows:
- 5.1.1 Professional Liability insurance with one (1) or more approved insurance companies with limits of at least One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) annual aggregate. In the event that the professional liability policy is a claims made policy, School shall purchase a "tail" policy for a period not less than five (5) years following the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.
- 5.1.2 Comprehensive or Commercial Form General Liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate with excess insurance coverage providing an additional Five Million Dollars (\$5,000,000) per occurrence.
- 5.2 **Certificate of Insurance.** School shall provide Facility with certificates of the insurance coverage required under this Agreement prior to the execution of this Agreement and at least annually thereafter. School shall provide at least thirty (30) days' written notice to Facility of any substantial change to or cancellation of said insurance.

- 5.3 **Facility's Insurance.** Facility shall participate in the Memorial Health Services Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage 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. Facility shall, upon request, provide School with evidence of the foregoing coverage. Facility shall provide at least thirty days written notice to School of any substantial change to, or cancellation of, said insurance.
- 5.4 **Worker's Compensation Insurance.** School shall procure and maintain Worker's Compensation insurance to cover its employees, agents and Students while participating in the Program in compliance with the statutory requirements of California law; provided, however, that if Students are not covered under School's Workers Compensation insurance or a policy of student accident insurance, School shall assure that Students obtain a separate Worker's Compensation insurance policy or student accident insurance coverage at Student's sole expense as set forth in Section 3.13 above.
- 5.5 **Survival of Obligations.** Obligations pursuant to Article V shall survive termination or expiration of this Agreement.

ARTICLE VI Indemnification

- 6.1 **Indemnity by School.** School agrees to defend, indemnify and hold harmless Facility, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of School, its Faculty, agents or its employees in connection with or arising out of acts or omissions in services performed under this Agreement or any breach or default in performance of any of School's obligations hereunder.
- 6.2 **Indemnity by Facility.** Facility hereby agrees to defend, indemnify, and hold harmless School, its Board of Trustees, employees, agents, officers, from and against claims, losses, liabilities, expenses (including reasonable attorney's fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Facility's obligations hereunder.
- 6.3 **Survival of Obligations.** Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE VII Compliance

- 7.1 **Applicable Laws.** Both parties agree to comply with all applicable state and federal laws, rules and regulations, as they now exist or may hereafter be amended or changed, in the performance or carrying out of its obligations under this Agreement.
- 7.2 **Health Care Program Exclusion.** School shall assure that all Students have not been excluded, currently or in the past, from participating in any federal or state health care program. School shall immediately remove any Student from the field experience at Facility if the Student is excluded from participating in any federal or state health care program.
- 7.3 **Tax-Exempt Financing.** The parties agree to amend this Agreement as may be necessary for Facility to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Facility, School shall execute any and all such amendments presented by Facility and shall return said fully executed original amendments to Facility forthwith.
- 7.4 **Protected Health Information.** For purposes of this Agreement, Students shall be considered "work force members," defined as individuals who are given access to Facility's protected health information ("PHI"), which means any information whether oral or recorded in any form or medium, created or received by Students and: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to the patient; or the past present or future payment for the provision of health care to the patient; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the patient and shall have the same meaning as the term "protected health information" in 45 CFR §164.501. As members of the work force, Students will be required to participate in certain education and training related to security and protection of PHI. Both parties shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as contemplated by this Agreement.

ARTICLE VIII General Provisions

- 8.1 **Entire Agreement.** This Agreement, including all exhibits, attachments and amendments hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

- 8.2 **Amendment.** This Agreement can be amended only with a written agreement signed by the parties. All such amendments shall be attached hereto and shall become part of this Agreement.
- 8.3 **Assignment.** Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.
- 8.4 **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by a single arbitrator in the County of Orange, California, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The discovery provisions of the California Code of Civil Procedure relating to arbitration, including the provisions of §1283.05, shall be applicable to the arbitration proceeding. The costs of any such proceeding shall be paid by the party instigating the arbitration unless such party is declared by the arbitrator to be substantially successful in securing the award of the determination sought by such party in such proceedings, in which event the costs of such proceedings shall be paid by the unsuccessful party or parties. Notwithstanding the above, in the event any party wishes to obtain injunctive relief or a temporary restraining order, such party may initiate an action for such relief in a court of law and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the courts of law. Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, a joint request for such service may be made to the American Arbitration Association, or the parties may initiate such other procedures as they may mutually agree at such time. The provisions of this Section shall survive the termination of this Agreement.
- 8.5 **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- 8.6 **Non-Discrimination.** Neither party shall unlawfully discriminate against any Student because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or any other basis prohibited by law.
- 8.7 **Notices.** All notices or other communications that either party may desire or may be required to deliver to the other party may be delivered in person or by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested by overnight courier, or by electronic facsimile, confirmed in writing, addressed or delivered as follows:

If directed to Facility: Saddleback Memorial Medical Center
24451 Health Center Drive
Laguna Hills, CA 92653
Attn: Anita Lambert, RN

With a copy to: Legal Department
Memorial Health Services
17360 Brookhurst Avenue
Fountain Valley, CA 92708

If directed to School: Rancho Santiago Community College District
Santa Ana College
2323 N. Broadway
Santa Ana, CA 92706-1640
Attn: KC Huynh-Dang, PharmD
Department Chair, Associate Professor

Either party may change the address to which notices are to be delivered by giving notice hereinabove provided. Any notice shall be deemed to have been given (i) as of the date delivered, if hand delivered or sent by overnight courier; or (ii) when confirmed in writing, if sent by electronic facsimile; or (iii) on the third (3rd) day after mailing, if mailed as provided herein.

- 8.8 **Captions.** Any captions to, or headings of, the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.
- 8.9 **Terminology.** Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural.
- 8.10 **Interpretation.** No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.
- 8.11 **Use of Name.** Neither party shall use the name, address, logo or other trademarks of a party without the other party's prior written consent.
- 8.12 **Waiver of Breach.** No breach of any provision hereof can be waived unless in writing. The waiver of any one breach of any provision of this Agreement shall not be deemed a waiver of any other breach of either the same or any different provision.

8.13 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument

8.14 Authority. The parties represent and warrant that their respective signatory whose signature appears below has been and is, as of the date of signature, duly authorized to enter into this Agreement on behalf of the entities for which they are signing.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

FACILITY:

Saddleback Memorial Medical Center

By: _____
Kathy Dawson, RN, MSN, NEA-BC
VP Patient Care Services/CNO

Date: _____

SCHOOL:

UBK
Rancho Santiago Community College District
On behalf of Santa Ana College

By: _____
Peter J. Hardash
Vice Chancellor of Business Operations & Fiscal Services

Date: _____

Approved as to form
Christine Belew, Esq.
Christine Belew, Esq.
MHS Counsel
October 29, 2013

EXHIBIT "A"

PROGRAM(S)

Under the Educational Affiliation Agreement effective November 1, 2013, School provides the following Program(s):

- Health Sciences

Rancho Santiago Comm Coll District

Board Meeting of 03/24/14

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 02/26/14 Thru 03/11/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58835	General Fund Unrestricted	133,638.63	0.00	133,638.63	92*0377031	92*0377119
58836	General Fund Unrestricted	74,440.39	0.00	74,440.39	92*0377120	92*0377219
58837	General Fund Unrestricted	76,298.81	0.00	76,298.81	92*0377220	92*0377319
58838	General Fund Unrestricted	94,377.45	0.00	94,377.45	92*0377320	92*0377419
58839	General Fund Unrestricted	90,556.63	0.00	90,556.63	92*0377420	92*0377519
58840	General Fund Unrestricted	91,468.16	0.00	91,468.16	92*0377520	92*0377619
58841	General Fund Unrestricted	94,152.23	0.00	94,152.23	92*0377620	92*0377719
58842	General Fund Unrestricted	89,087.09	0.00	89,087.09	92*0377720	92*0377819
58843	General Fund Unrestricted	93,038.25	0.00	93,038.25	92*0377820	92*0377919
58844	General Fund Unrestricted	101,707.49	0.00	101,707.49	92*0377920	92*0378019
58845	General Fund Unrestricted	97,509.54	0.00	97,509.54	92*0378020	92*0378119
58846	General Fund Unrestricted	100,917.49	0.00	100,917.49	92*0378120	92*0378219
58847	General Fund Unrestricted	86,873.18	0.00	86,873.18	92*0378220	92*0378319
58848	General Fund Unrestricted	70,980.19	0.00	70,980.19	92*0378320	92*0378403
58849	General Fund Unrestricted	70,388.76	0.00	70,388.76	92*0378404	92*0378503
58850	General Fund Unrestricted	84,649.65	0.00	84,649.65	92*0378504	92*0378603
58851	General Fund Unrestricted	77,624.11	0.00	77,624.11	92*0378604	92*0378703
58852	General Fund Unrestricted	85,205.59	0.00	85,205.59	92*0378704	92*0378803
58853	General Fund Unrestricted	92,792.68	0.00	92,792.68	92*0378804	92*0378903
58854	General Fund Unrestricted	91,335.38	0.00	91,335.38	92*0378904	92*0379003
58855	General Fund Unrestricted	100,001.42	0.00	100,001.42	92*0379004	92*0379103
58856	General Fund Unrestricted	94,778.66	0.00	94,778.66	92*0379104	92*0379203
58857	General Fund Unrestricted	97,558.89	0.00	97,558.89	92*0379204	92*0379303
58858	General Fund Unrestricted	105,449.98	0.00	105,449.98	92*0379304	92*0379403
58859	General Fund Unrestricted	99,845.24	0.00	99,845.24	92*0379404	92*0379503
58860	General Fund Unrestricted	106,786.82	0.00	106,786.82	92*0379504	92*0379603
58861	General Fund Unrestricted	108,973.50	0.00	108,973.50	92*0379604	92*0379703
58862	General Fund Unrestricted	101,479.28	0.00	101,479.28	92*0379704	92*0379803
58863	General Fund Unrestricted	105,241.11	0.00	105,241.11	92*0379804	92*0379903
58864	General Fund Unrestricted	110,509.56	0.00	110,509.56	92*0379904	92*0380003
58865	General Fund Unrestricted	107,086.02	0.00	107,086.02	92*0380004	92*0380103
58866	General Fund Unrestricted	106,052.58	0.00	106,052.58	92*0380104	92*0380203
58867	General Fund Unrestricted	108,653.41	0.00	108,653.41	92*0380204	92*0380303
58868	General Fund Unrestricted	104,750.59	0.00	104,750.59	92*0380304	92*0380403
58869	General Fund Unrestricted	104,277.79	0.00	104,277.79	92*0380404	92*0380503
58870	General Fund Unrestricted	103,355.70	0.00	103,355.70	92*0380504	92*0380603
58871	General Fund Unrestricted	105,222.35	0.00	105,222.35	92*0380604	92*0380703
58872	General Fund Unrestricted	102,859.74	0.00	102,859.74	92*0380704	92*0380803
58873	General Fund Unrestricted	108,911.41	0.00	108,911.41	92*0380804	92*0380903
58874	General Fund Unrestricted	105,240.37	0.00	105,240.37	92*0380904	92*0381003
58875	General Fund Unrestricted	97,478.76	0.00	97,478.76	92*0381004	92*0381103

Checks Written for Period 02/26/14 Thru 03/11/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58876	General Fund Unrestricted	103,851.35	0.00	103,851.35	92*0381104	92*0381203
58877	General Fund Unrestricted	85,224.53	0.00	85,224.53	92*0381204	92*0381289
58891	General Fund Unrestricted	78,462.16	0.00	78,462.16	92*0381387	92*0381486
58892	General Fund Unrestricted	86,372.25	0.00	86,372.25	92*0381487	92*0381586
58893	General Fund Unrestricted	94,920.93	0.00	94,920.93	92*0381587	92*0381686
58894	General Fund Unrestricted	138,345.97	0.00	138,345.97	92*0381687	92*0381786
58895	General Fund Unrestricted	59,779.00	0.00	59,779.00	92*0381787	92*0381829
58913	General Fund Unrestricted	193.22	0.00	193.22	92*0382038	92*0382039
58914	General Fund Unrestricted	1,852.46	0.00	1,852.46	92*0382044	92*0382047
58915	General Fund Unrestricted	2,359.75	0.00	2,359.75	92*0382051	92*0382051
58920	General Fund Unrestricted	2,204.00	0.00	2,204.00	92*0382096	92*0382105
58921	General Fund Unrestricted	2,958.50	0.00	2,958.50	92*0382106	92*0382117
58927	General Fund Unrestricted	3,119.74	0.00	3,119.74	92*0382130	92*0382137
58928	General Fund Unrestricted	103,444.99	0.00	103,444.99	92*0382138	92*0382141
58929	General Fund Unrestricted	1,623,699.14	0.00	1,623,699.14	92*0382142	92*0382143
58930	General Fund Unrestricted	1,138.00	0.00	1,138.00	92*0382144	92*0382150
58931	General Fund Unrestricted	3,684.33	0.00	3,684.33	92*0382151	92*0382158
58933	General Fund Unrestricted	34,184.90	0.00	34,184.90	92*0382168	92*0382170
58934	General Fund Unrestricted	15,516.71	0.00	15,516.71	92*0382172	92*0382178
58935	General Fund Unrestricted	285.00	0.00	285.00	92*0382183	92*0382183
58938	General Fund Unrestricted	2,848.00	0.00	2,848.00	92*0382193	92*0382206
58942	General Fund Unrestricted	14,119.19	0.00	14,119.19	92*0382216	92*0382216
58944	General Fund Unrestricted	1,644.50	0.00	1,644.50	92*0382225	92*0382230
58945	General Fund Unrestricted	1,044.50	0.00	1,044.50	92*0382231	92*0382235
58949	General Fund Unrestricted	4,428.27	0.00	4,428.27	92*0382248	92*0382250
58953	General Fund Unrestricted	3,539.70	0.00	3,539.70	92*0382269	92*0382280
58964	General Fund Unrestricted	1,910.40	0.00	1,910.40	92*0382309	92*0382318
58965	General Fund Unrestricted	1,587.50	0.00	1,587.50	92*0382319	92*0382323
58967	General Fund Unrestricted	11,613.48	0.00	11,613.48	92*0382332	92*0382338
58968	General Fund Unrestricted	3,213.60	0.00	3,213.60	92*0382340	92*0382349
58969	General Fund Unrestricted	1,593.43	0.00	1,593.43	92*0382350	92*0382356
58970	General Fund Unrestricted	25,596.27	0.00	25,596.27	92*0382357	92*0382363
58971	General Fund Unrestricted	2,458.68	0.00	2,458.68	92*0382364	92*0382370
58972	General Fund Unrestricted	1,738.61	0.00	1,738.61	92*0382371	92*0382377
58973	General Fund Unrestricted	2,505.06	0.00	2,505.06	92*0382381	92*0382386
58975	General Fund Unrestricted	10,526.87	0.00	10,526.87	92*0382394	92*0382394
58979	General Fund Unrestricted	3,884.90	0.00	3,884.90	92*0382405	92*0382409
58981	General Fund Unrestricted	1,373.62	0.00	1,373.62	92*0382417	92*0382421
58982	General Fund Unrestricted	12,780.51	0.00	12,780.51	92*0382423	92*0382427
58983	General Fund Unrestricted	1,669.26	0.00	1,669.26	92*0382428	92*0382432
58984	General Fund Unrestricted	33,272.81	0.00	33,272.81	92*0382433	92*0382433

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58985	General Fund Unrestricted	3,220.00	0.00	3,220.00	92*0382434	92*0382446
58993	General Fund Unrestricted	4,811.92	0.00	4,811.92	92*0382713	92*0382720
58994	General Fund Unrestricted	7,566.73	0.00	7,566.73	92*0382721	92*0382722
58995	General Fund Unrestricted	1,576.90	0.00	1,576.90	92*0382726	92*0382727
58996	General Fund Unrestricted	8,673.35	0.00	8,673.35	92*0382729	92*0382731
58999	General Fund Unrestricted	951.30	0.00	951.30	92*0382744	92*0382746
59000	General Fund Unrestricted	1,399.80	0.00	1,399.80	92*0382750	92*0382750
59001	General Fund Unrestricted	414.72	0.00	414.72	92*0382757	92*0382757
59002	General Fund Unrestricted	11,350.00	0.00	11,350.00	92*0382766	92*0382767
59004	General Fund Unrestricted	69.55	0.00	69.55	92*0382778	92*0382780
59005	General Fund Unrestricted	3,118.00	0.00	3,118.00	92*0382783	92*0382792
59009	General Fund Unrestricted	2,090.31	0.00	2,090.31	92*0382803	92*0382804
59013	General Fund Unrestricted	4,156.11	0.00	4,156.11	92*0382818	92*0382819
Total Fund 11 General Fund Unrestricted		<u>\$6,615,899.66</u>	<u>\$0.00</u>	<u>\$6,615,899.66</u>		

Checks Written for Period 02/26/14 Thru 03/11/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58913	General Fund Restricted	637.25	0.00	637.25	92*0382040	92*0382042
58915	General Fund Restricted	4,295.40	0.00	4,295.40	92*0382048	92*0382050
58916	General Fund Restricted	1,700.00	0.00	1,700.00	92*0382052	92*0382061
58917	General Fund Restricted	1,350.00	0.00	1,350.00	92*0382062	92*0382071
58918	General Fund Restricted	1,812.50	0.00	1,812.50	92*0382072	92*0382081
58919	General Fund Restricted	1,772.50	0.00	1,772.50	92*0382082	92*0382095
58930	General Fund Restricted	3,660.05	0.00	3,660.05	92*0382146	92*0382149
58931	General Fund Restricted	144.76	0.00	144.76	92*0382159	92*0382159
58932	General Fund Restricted	2,754.32	0.00	2,754.32	92*0382160	92*0382165
58935	General Fund Restricted	4,351.50	0.00	4,351.50	92*0382180	92*0382182
58936	General Fund Restricted	1,902.30	0.00	1,902.30	92*0382184	92*0382191
58942	General Fund Restricted	18,321.65	0.00	18,321.65	92*0382217	92*0382217
58943	General Fund Restricted	2,374.73	0.00	2,374.73	92*0382218	92*0382224
58944	General Fund Restricted	625.71	0.00	625.71	92*0382227	92*0382229
58946	General Fund Restricted	271.89	0.00	271.89	92*0382236	92*0382242
58947	General Fund Restricted	18,508.92	0.00	18,508.92	92*0382243	92*0382245
58950	General Fund Restricted	1,600.00	0.00	1,600.00	92*0382251	92*0382262
58951	General Fund Restricted	2,380.00	0.00	2,380.00	92*0382263	92*0382265
58952	General Fund Restricted	40,772.17	0.00	40,772.17	92*0382266	92*0382268
58958	General Fund Restricted	2,068.75	0.00	2,068.75	92*0382285	92*0382292
58960	General Fund Restricted	3,908.98	0.00	3,908.98	92*0382296	92*0382302
58966	General Fund Restricted	2,327.39	0.00	2,327.39	92*0382324	92*0382331
58967	General Fund Restricted	9,260.61	0.00	9,260.61	92*0382333	92*0382339
58969	General Fund Restricted	559.52	0.00	559.52	92*0382353	92*0382354
58970	General Fund Restricted	1,020.00	0.00	1,020.00	92*0382362	92*0382362
58972	General Fund Restricted	445.89	0.00	445.89	92*0382373	92*0382378
58973	General Fund Restricted	5,868.39	0.00	5,868.39	92*0382379	92*0382384
58974	General Fund Restricted	923.16	0.00	923.16	92*0382387	92*0382392
58975	General Fund Restricted	11,707.34	0.00	11,707.34	92*0382393	92*0382393
58981	General Fund Restricted	909.36	0.00	909.36	92*0382416	92*0382419
58982	General Fund Restricted	1,638.00	0.00	1,638.00	92*0382422	92*0382422
58994	General Fund Restricted	2,525.20	0.00	2,525.20	92*0382723	92*0382723
58995	General Fund Restricted	8,186.79	0.00	8,186.79	92*0382724	92*0382725
58996	General Fund Restricted	7,868.16	0.00	7,868.16	92*0382728	92*0382728
58997	General Fund Restricted	487.22	0.00	487.22	92*0382732	92*0382736
58999	General Fund Restricted	1,161.14	0.00	1,161.14	92*0382739	92*0382745
59000	General Fund Restricted	7,046.43	0.00	7,046.43	92*0382747	92*0382753
59001	General Fund Restricted	1,417.19	0.00	1,417.19	92*0382755	92*0382760
59002	General Fund Restricted	10,039.40	0.00	10,039.40	92*0382761	92*0382765
59003	General Fund Restricted	376.49	0.00	376.49	92*0382768	92*0382777
59004	General Fund Restricted	1,335.00	0.00	1,335.00	92*0382779	92*0382782

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59012	General Fund Restricted	2,807.17	0.00	2,807.17	92*0382810	92*0382815
59013	General Fund Restricted	1,665.64	0.00	1,665.64	92*0382816	92*0382817
59014	General Fund Restricted	2,677.74	0.00	2,677.74	92*0382822	92*0382826
Total Fund 12 General Fund Restricted		<u>\$197,466.61</u>	<u>\$0.00</u>	<u>\$197,466.61</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58914	GF Unrestricted One-Time Func	381.82	0.00	381.82	92*0382043	92*0382043
58933	GF Unrestricted One-Time Func	26,944.80	0.00	26,944.80	92*0382166	92*0382167
58934	GF Unrestricted One-Time Func	3,477.60	0.00	3,477.60	92*0382171	92*0382171
58935	GF Unrestricted One-Time Func	82.71	0.00	82.71	92*0382179	92*0382179
58937	GF Unrestricted One-Time Func	1,723.24	0.00	1,723.24	92*0382192	92*0382192
58948	GF Unrestricted One-Time Func	2,357.83	0.00	2,357.83	92*0382246	92*0382247
58957	GF Unrestricted One-Time Func	16,319.58	0.00	16,319.58	92*0382284	92*0382284
58959	GF Unrestricted One-Time Func	1,161.15	0.00	1,161.15	92*0382293	92*0382295
58960	GF Unrestricted One-Time Func	4,800.00	0.00	4,800.00	92*0382301	92*0382301
58980	GF Unrestricted One-Time Func	11,837.05	0.00	11,837.05	92*0382410	92*0382415
58992	GF Unrestricted One-Time Func	4,286.38	0.00	4,286.38	92*0382711	92*0382712
59001	GF Unrestricted One-Time Func	172.77	0.00	172.77	92*0382754	92*0382754
59010	GF Unrestricted One-Time Func	31,931.03	0.00	31,931.03	92*0382805	92*0382808
59011	GF Unrestricted One-Time Func	15,500.00	0.00	15,500.00	92*0382809	92*0382809
59014	GF Unrestricted One-Time Func	3,013.20	0.00	3,013.20	92*0382820	92*0382821
Total Fund 13 GF Unrestricted One-Time		<u>\$123,989.16</u>	<u>\$0.00</u>	<u>\$123,989.16</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58922	Child Development Fund	804.53	0.00	804.53	92*0382118	92*0382120
58939	Child Development Fund	7,222.69	0.00	7,222.69	92*0382207	92*0382213
58954	Child Development Fund	268.71	0.00	268.71	92*0382281	92*0382281
58961	Child Development Fund	1,089.98	0.00	1,089.98	92*0382303	92*0382306
58976	Child Development Fund	3,865.15	0.00	3,865.15	92*0382395	92*0382398
58998	Child Development Fund	1,034.42	0.00	1,034.42	92*0382737	92*0382738
59006	Child Development Fund	3,250.17	0.00	3,250.17	92*0382793	92*0382796
59015	Child Development Fund	1,011.19	0.00	1,011.19	92*0382827	92*0382829
Total Fund 33 Child Development Fund		<u>\$18,546.84</u>	<u>\$0.00</u>	<u>\$18,546.84</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58926	Capital Outlay Projects Fund	6,216.65	0.00	6,216.65	92*0382128	92*0382129
58956	Capital Outlay Projects Fund	3,845.51	0.00	3,845.51	92*0382283	92*0382283
58962	Capital Outlay Projects Fund	1,791.77	0.00	1,791.77	92*0382307	92*0382307
58978	Capital Outlay Projects Fund	138,025.00	0.00	138,025.00	92*0382403	92*0382404
58988	Capital Outlay Projects Fund	4,000.00	0.00	4,000.00	92*0382452	92*0382453
59008	Capital Outlay Projects Fund	3,756.84	0.00	3,756.84	92*0382800	92*0382802
59017	Capital Outlay Projects Fund	4,214.76	0.00	4,214.76	92*0382831	92*0382833
Total Fund 41 Capital Outlay Projects Fu		<u>\$161,850.53</u>	<u>\$0.00</u>	<u>\$161,850.53</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58923	Bond Fund, Measure E	73,520.49	0.00	73,520.49	92*0382121	92*0382122
58924	Bond Fund, Measure E	142,910.22	0.00	142,910.22	92*0382123	92*0382126
58925	Bond Fund, Measure E	558,845.10	0.00	558,845.10	92*0382127	92*0382127
58940	Bond Fund, Measure E	2,800.00	0.00	2,800.00	92*0382214	92*0382214
58977	Bond Fund, Measure E	93,965.86	0.00	93,965.86	92*0382399	92*0382402
58986	Bond Fund, Measure E	157,253.40	0.00	157,253.40	92*0382447	92*0382449
58987	Bond Fund, Measure E	2,820.00	0.00	2,820.00	92*0382450	92*0382451
59007	Bond Fund, Measure E	43,266.61	0.00	43,266.61	92*0382797	92*0382799
59016	Bond Fund, Measure E	8,642.01	0.00	8,642.01	92*0382830	92*0382830
Total Fund 42 Bond Fund, Measure E		<u>\$1,084,023.69</u>	<u>\$0.00</u>	<u>\$1,084,023.69</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59018	Property and Liability Fund	1,842.18	0.00	1,842.18	92*0382834	92*0382834
Total Fund 61 Property and Liability Fund		<u><u>\$1,842.18</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,842.18</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58963	Workers' Compensation Fund	16,021.65	0.00	16,021.65	92*0382308	92*0382308
Total Fund 62 Workers' Compensation Fu		<u>\$16,021.65</u>	<u>\$0.00</u>	<u>\$16,021.65</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58941	Student Financial Aid Fund	3,000.00	0.00	3,000.00	92*0382215	92*0382215
58955	Student Financial Aid Fund	241.59	0.00	241.59	92*0382282	92*0382282
Total Fund 74 Student Financial Aid Fund		<u><u>\$3,241.59</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,241.59</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	6,615,899.66
Total Fund 12 General Fund Restricted	197,466.61
Total Fund 13 GF Unrestricted One-Time Fund	123,989.16
Total Fund 33 Child Development Fund	18,546.84
Total Fund 41 Capital Outlay Projects Fund	161,850.53
Total Fund 42 Bond Fund, Measure E	1,084,023.69
Total Fund 61 Property and Liability Fund	1,842.18
Total Fund 62 Workers' Compensation Fund	16,021.65
Total Fund 74 Student Financial Aid Fund	3,241.59
Grand Total:	<u><u>\$8,222,881.91</u></u>

Checks Written for Period 02/22/14 Thru 03/07/14

<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>
311402528	Bookstore Fund	132,339.69	0.00	132,339.69	31*0104123	31*0104142
311403207	Bookstore Fund	192,404.36	0.00	192,404.36	31*0104143	31*0104184
Total Fund 31 Bookstore Fund		<u><u>\$324,744.05</u></u>	<u><u>\$0.00</u></u>	<u><u>\$324,744.05</u></u>		

Checks Written for Period 02/22/14 Thru 03/07/14

<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>
711402528	Associated Students Fund	4,513.14	0.00	4,513.14	71*0007078	71*0007085
Total Fund 71 Associated Students Fund		<u>4,513.14</u>	<u>0.00</u>	<u>4,513.14</u>		

Checks Written for Period 02/22/14 Thru 03/07/14

<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>
761402528	Community Education Fund	4,242.61	0.00	4,242.61	76*0006444	76*0006445
761403207	Community Education Fund	322.52	0.00	322.52	76*0006446	76*0006446
Total Fund 76 Community Education Fund		<u>\$4,565.13</u>	<u>\$0.00</u>	<u>\$4,565.13</u>		

Checks Written for Period 02/22/14 Thru 03/07/14

<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>
791402528	Diversified Trust Fund	36,617.15	0.00	36,617.15	79*0018364	79*0018376
791403207	Diversified Trust Fund	11,866.14	0.00	11,866.14	79*0018377	79*0018391
Total Fund 79 Diversified Trust Fund		<u>\$48,483.29</u>	<u>\$0.00</u>	<u>\$48,483.29</u>		

Checks Written for Period 02/22/14 Thru 03/07/14

<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>
811402528	Diversified Agency Fund	54,175.66	0.00	54,175.66	81*0044227	81*0044265
811403207	Diversified Agency Fund	20,047.96	0.00	20,047.96	81*0044266	81*0044283
Total Fund 81 Diversified Agency Fund		<u><u>\$74,223.62</u></u>	<u><u>\$0.00</u></u>	<u><u>\$74,223.62</u></u>		

SUMMARY

Total Fund 31 Bookstore Fund	324,744.05
Total Fund 71 Associated Students Fund	4,513.14
Total Fund 76 Community Education Fund	4,565.13
Total Fund 79 Diversified Trust Fund	48,483.29
Total Fund 81 Diversified Agency Fund	74,223.62
Grand Total:	<u><u>\$456,529.23</u></u>

P.O. #	Amount	Vendor Name	Classification	Date
GM-DON001596	\$213.15	PAPYRUS	General Merchandise	2/6/2014
GM-DON001598	\$190.00	Comtel-Edgewise	General Merchandise	2/7/2014
GM-DON001600	\$280.56	PEPSI COLA CO	General Merchandise	2/3/2014
GM-DON001601	\$1,656.78	PEPSI COLA CO	General Merchandise	2/6/2014
GM-DON001602	\$37.50	CDI	General Merchandise	2/18/2014
GM-DON001605	\$1,291.86	PEPSI COLA CO	General Merchandise	2/13/2014
GM-DON001606	\$4,436.97	EL DORADO TRADING GROUP	General Merchandise	2/20/2014
GM-DON001607	\$400.00	LTD ENTERPRISES	General Merchandise	2/21/2014
GM-DON001610	\$1,801.34	KENNEDY WHOLESALE	General Merchandise	2/6/2014
GM-DON001614	\$1,287.53	KENNEDY WHOLESALE	General Merchandise	2/13/2014
GM-DON001617	\$110.20	BROWN BAG SANDWICH CO	General Merchandise	2/3/2014
GM-DON001618	\$99.00	BROWN BAG SANDWICH CO	General Merchandise	2/5/2014
GM-DON001619	\$321.24	BROWN BAG SANDWICH CO	General Merchandise	2/10/2014
GM-DON001621	\$264.50	BROWN BAG SANDWICH CO	General Merchandise	2/12/2014
GM-DON001622	\$531.08	BROWN BAG SANDWICH CO	General Merchandise	2/17/2014
GM-DON001623	\$484.98	BROWN BAG SANDWICH CO	General Merchandise	2/24/2014
GM-DON001624	\$214.08	BARRY'S DISTRIBUTING	General Merchandise	2/3/2014
GM-DON001625	\$163.44	BARRY'S DISTRIBUTING	General Merchandise	2/18/2014
GM-DON001664	\$273.78	BARRY'S DISTRIBUTING	General Merchandise	2/24/2014
GM-DON001665	\$274.20	BARRY'S DISTRIBUTING	General Merchandise	3/3/2014
GM-DON001666	\$78.00	S.P. RICHARDS	General Merchandise	3/4/2014
GM-DON001667	\$405.21	BROWN BAG SANDWICH CO	General Merchandise	2/26/2014
GM-DON001668	\$567.28	BROWN BAG SANDWICH CO	General Merchandise	3/3/2014
GM-DON001669	\$476.52	PEPSI COLA CO	General Merchandise	2/20/2014
GM-DON001670	\$674.28	PEPSI COLA CO	General Merchandise	2/25/2014
GM-DON001671	\$780.06	PEPSI COLA CO	General Merchandise	2/27/2014
GM-DON001672	\$626.24	KENNEDY WHOLESALE	General Merchandise	2/20/2014
GM-EXPR000819	\$88.08	SULLIVAN, MICHAEL	General Merchandise	2/5/2014
GM-EXPR000820	\$1,721.04	PEPSI COLA CO	General Merchandise	2/6/2014
GM-EXPR000821	\$86.28	SULLIVAN, MICHAEL	General Merchandise	2/12/2014
GM-EXPR000822	\$1,606.56	PEPSI COLA CO	General Merchandise	2/13/2014
GM-EXPR000823	\$1,341.11	KENNEDY WHOLESALE	General Merchandise	2/13/2014
GM-EXPR000824	\$3,011.26	KENNEDY WHOLESALE	General Merchandise	2/6/2014
GM-EXPR000825	\$1,121.80	BROWN BAG SANDWICH CO	General Merchandise	2/10/2014
GM-EXPR000826	\$563.60	BROWN BAG SANDWICH CO	General Merchandise	2/12/2014
GM-EXPR000827	\$959.37	BROWN BAG SANDWICH CO	General Merchandise	2/17/2014
GM-EXPR000828	\$507.30	BARRY'S DISTRIBUTING	General Merchandise	2/10/2014

P.O. #	Amount	Vendor Name	Classification	Date
GM-EXPR000829	\$237.90	BARRY'S DISTRIBUTING	General Merchandise	2/18/2014
GM-EXPR000830	\$199.80	BARRY'S DISTRIBUTING	General Merchandise	2/24/2014
GM-EXPR000831	\$75.36	SULLIVAN, MICHAEL	General Merchandise	2/19/2014
GM-EXPR000832	\$181.80	BARRY'S DISTRIBUTING	General Merchandise	3/3/2014
GM-EXPR000833	\$898.11	BROWN BAG SANDWICH CO	General Merchandise	2/24/2014
GM-EXPR000834	\$571.98	BROWN BAG SANDWICH CO	General Merchandise	2/26/2014
GM-EXPR000835	\$700.63	BROWN BAG SANDWICH CO	General Merchandise	3/3/2014
GM-EXPR000836	\$1,344.96	PEPSI COLA CO	General Merchandise	2/20/2014
GM-EXPR000837	\$1,219.08	PEPSI COLA CO	General Merchandise	2/25/2014
GM-EXPR000838	\$564.12	PEPSI COLA CO	General Merchandise	2/27/2014
GM-EXPR000839	\$1,701.70	KENNEDY WHOLESALE	General Merchandise	2/20/2014
GM-HAWK001258	\$86.26	BROWN BAG SANDWICH CO	General Merchandise	2/3/2014
GM-HAWK001259	\$60.60	SAMS DAIRY DIST	General Merchandise	2/4/2014
GM-HAWK001260	\$593.60	HAMILTON BELL CO	General Merchandise	2/5/2014
GM-HAWK001261	\$644.13	PEPSI COLA CO	General Merchandise	2/5/2014
GM-HAWK001262	\$455.39	KENNEDY WHOLESALE	General Merchandise	2/8/2014
GM-HAWK001263	\$438.95	BROWN BAG SANDWICH CO	General Merchandise	2/11/2014
GM-HAWK001264	\$128.88	BROWN BAG SANDWICH CO	General Merchandise	2/12/2014
GM-HAWK001265	\$1,851.34	EL DORADO TRADING GROUP	General Merchandise	2/18/2014
GM-HAWK001266	\$42.60	SAMS DAIRY DIST	General Merchandise	2/18/2014
GM-HAWK001267	\$341.84	BROWN BAG SANDWICH CO	General Merchandise	2/18/2014
GM-HAWK001268	\$1,002.89	PENS ETC.	General Merchandise	2/18/2014
GM-HAWK001269	\$126.00	LENNY & LARRY'S,INC	General Merchandise	2/19/2014
GM-HAWK001270	\$630.96	PEPSI COLA CO	General Merchandise	2/19/2014
GM-HAWK001271	\$1,707.27	C2F	General Merchandise	2/20/2014
GM-HAWK001272	\$259.53	PENS ETC.	General Merchandise	2/21/2014
GM-HAWK001273	\$177.12	Hannahmax Baking	General Merchandise	2/24/2014
GM-HAWK001274	\$708.65	KENNEDY WHOLESALE	General Merchandise	2/24/2014
GM-HAWK001275	\$416.56	BROWN BAG SANDWICH CO	General Merchandise	2/24/2014
GM-HAWK001276	\$108.88	WAI LANA	General Merchandise	2/25/2014
GM-HAWK001277	\$96.00	LENNY & LARRY'S,INC	General Merchandise	2/25/2014
GM-HAWK001278	\$65.94	SAMS DAIRY DIST	General Merchandise	2/25/2014
GM-HAWK001279	\$466.33	BROWN BAG SANDWICH CO	General Merchandise	2/26/2014
GM-HAWK001280	\$1,378.02	PEPSI COLA CO	General Merchandise	2/26/2014
GM-HAWK001281	\$1,069.93	KENNEDY WHOLESALE	General Merchandise	2/28/2014
GM-HAWK001282	\$567.35	BROWN BAG SANDWICH CO	General Merchandise	3/3/2014
GM-HAWK001284	\$126.00	LENNY & LARRY'S,INC	General Merchandise	3/4/2014

P.O. #	Amount	Vendor Name	Classification	Date
GM-HAWK001285	\$91.92	SAMS DAIRY DIST	General Merchandise	3/4/2014
GM-HAWK001286	\$3,236.80	4IMPRINT	General Merchandise	3/5/2014
GM-HAWK001287	\$395.79	BROWN BAG SANDWICH CO	General Merchandise	3/5/2014
TR-DON000033	\$104.40	NACSCORP	Trade Book	2/25/2014
TX-CEC000210	\$300.00	CENGAGE LEARNING	Textbook	2/11/2014
TX-CEC000211	\$609.00	STECK VAUGHN PUBLISHING	Textbook	2/20/2014
TX-CEC000212	\$600.00	CENGAGE LEARNING	Textbook	2/27/2014
TX-DON002384	\$215.60	NEW READERS PRESS	Textbook	2/3/2014
TX-DON002385	\$1,136.50	MBS TEXTBOOK EXCHANGE	Textbook	2/4/2014
TX-DON002386	\$1,200.00	CENGAGE LEARNING	Textbook	2/6/2014
TX-DON002387	\$5,302.00	MOSBY ELSEVIER	Textbook	2/7/2014
TX-DON002388	\$847.20	PEARSON EDUCATION	Textbook	2/7/2014
TX-DON002389	\$1,524.30	MBS TEXTBOOK EXCHANGE	Textbook	2/7/2014
TX-DON002390	\$510.00	NEBRASKA BOOK COMPANY	Textbook	2/10/2014
TX-DON002391	\$2,809.38	NEBRASKA BOOK COMPANY	Textbook	2/10/2014
TX-DON002392	\$2,211.00	PEARSON EDUCATION	Textbook	2/10/2014
TX-DON002393	\$1,317.60	PEARSON EDUCATION	Textbook	2/11/2014
TX-DON002394	\$170.00	MONTEZUMA PUBLISHING	Textbook	2/11/2014
TX-DON002395	\$31.68	NEBRASKA BOOK COMPANY	Textbook	2/11/2014
TX-DON002396	\$115.20	NACSCORP	Textbook	2/11/2014
TX-DON002397	\$180.71	NEBRASKA BOOK COMPANY	Textbook	2/11/2014
TX-DON002398	\$336.00	MBS TEXTBOOK EXCHANGE	Textbook	2/11/2014
TX-DON002399	\$478.50	NEBRASKA BOOK COMPANY	Textbook	2/12/2014
TX-DON002400	\$47.23	NEBRASKA BOOK COMPANY	Textbook	2/13/2014
TX-DON002401	\$556.20	MBS TEXTBOOK EXCHANGE	Textbook	2/13/2014
TX-DON002402	\$519.06	MBS TEXTBOOK EXCHANGE	Textbook	2/13/2014
TX-DON002403	\$199.50	NEBRASKA BOOK COMPANY	Textbook	2/13/2014
TX-DON002404	\$343.75	MBS TEXTBOOK EXCHANGE	Textbook	2/13/2014
TX-DON002405	\$467.25	NEBRASKA BOOK COMPANY	Textbook	2/13/2014
TX-DON002406	\$135.52	NEW READERS PRESS	Textbook	2/13/2014
TX-DON002407	\$35.96	NACSCORP	Textbook	2/13/2014
TX-DON002408	\$272.00	CENGAGE LEARNING	Textbook	2/13/2014
TX-DON002409	\$1,240.00	JOHN WILEY & SONS, INC	Textbook	2/18/2014
TX-DON002411	\$104.88	NEBRASKA BOOK COMPANY	Textbook	2/18/2014
TX-DON002412	\$145.65	NACSCORP	Textbook	2/18/2014
TX-DON002413	\$1,720.00	ASHBURY PUBLISHING LLC	Textbook	2/18/2014
TX-DON002415	\$66.36	OXFORD UNIVERSITY PRESS,	Textbook	2/18/2014

P.O. #	Amount	Vendor Name	Classification	Date
TX-DON002416	\$376.25	MBS TEXTBOOK EXCHANGE	Textbook	2/18/2014
TX-DON002417	\$1,100.00	MPS FORMERLY VHPS	Textbook	2/19/2014
TX-DON002418	\$1,129.97	KENDALL PUBLISHING	Textbook	2/19/2014
TX-DON002420	\$593.93	NEBRASKA BOOK COMPANY	Textbook	2/19/2014
TX-DON002421	\$283.09	MBS TEXTBOOK EXCHANGE	Textbook	2/19/2014
TX-DON002422	\$962.50	MCGRAW-HILL PUBLISHING CO	Textbook	2/19/2014
TX-DON002423	\$214.15	MONTEZUMA PUBLISHING	Textbook	2/19/2014
TX-DON002424	\$1,129.25	CENGAGE LEARNING	Textbook	2/20/2014
TX-DON002425	\$1,157.10	MORTON	Textbook	2/24/2014
TX-DON002426	\$255.89	MBS TEXTBOOK EXCHANGE	Textbook	2/24/2014
TX-DON002427	\$166.75	NEBRASKA BOOK COMPANY	Textbook	2/25/2014
TX-DON002428	\$1,732.50	MCGRAW-HILL PUBLISHING CO	Textbook	2/25/2014
TX-DON002430	\$211.25	NEBRASKA BOOK COMPANY	Textbook	2/26/2014
TX-DON002431	\$304.00	MBS TEXTBOOK EXCHANGE	Textbook	2/26/2014
TX-DON002432	\$35.00	NEBRASKA BOOK COMPANY	Textbook	2/26/2014
TX-DON002433	\$276.40	MBS TEXTBOOK EXCHANGE	Textbook	2/26/2014
TX-DON002434	\$1,227.00	TOWNSEND PRESS	Textbook	2/27/2014
TX-DON002435	\$351.92	KENDALL PUBLISHING	Textbook	2/27/2014
TX-DON002436	\$2,280.00	PEARSON EDUCATION	Textbook	2/27/2014
TX-DON002437	\$395.60	MBS TEXTBOOK EXCHANGE	Textbook	2/27/2014
TX-DON002440	\$1,950.00	CENGAGE LEARNING	Textbook	3/3/2014
TX-DON002441	\$680.00	PEARSON EDUCATION	Textbook	3/3/2014
TX-DON002442	\$14.75	MONTEZUMA PUBLISHING	Textbook	3/4/2014
TX-DON002443	\$865.50	MPS FORMERLY VHPS	Textbook	3/4/2014
TX-DON002444	\$314.75	NEBRASKA BOOK COMPANY	Textbook	3/4/2014
TX-DON002445	\$203.80	MBS TEXTBOOK EXCHANGE	Textbook	3/6/2014
TX-DON002446	\$269.10	PEARSON EDUCATION	Textbook	3/6/2014
TX-DON002447	\$560.00	SOUTHWEST ED ENTERPRISES	Textbook	3/7/2014
TX-DON002448	\$90.00	MBS TEXTBOOK EXCHANGE	Textbook	3/7/2014
TX-HAWK001735	\$1,742.25	MCGRAW-HILL PUBLISHING CO	Textbook	2/3/2014
TX-HAWK001736	\$903.00	PEARSON EDUCATION	Textbook	2/4/2014
TX-HAWK001737	\$3,750.00	PEARSON EDUCATION	Textbook	2/4/2014
TX-HAWK001738	\$151.25	NEBRASKA BOOK COMPANY	Textbook	2/4/2014
TX-HAWK001739	\$334.80	CHANNING L. BETE	Textbook	2/5/2014
TX-HAWK001740	\$493.52	NEBRASKA BOOK COMPANY	Textbook	2/5/2014
TX-HAWK001741	\$953.75	PEARSON EDUCATION	Textbook	2/5/2014
TX-HAWK001742	\$2,537.00	PEARSON EDUCATION	Textbook	2/5/2014

P.O. #	Amount	Vendor Name	Classification	Date
TX-HAWK001743	\$223.42	NEBRASKA BOOK COMPANY	Textbook	2/6/2014
TX-HAWK001744	\$126.53	MBS TEXTBOOK EXCHANGE	Textbook	2/6/2014
TX-HAWK001745	\$124.96	NACSCORP	Textbook	2/6/2014
TX-HAWK001746	\$3,150.00	CENGAGE LEARNING	Textbook	2/6/2014
TX-HAWK001747	\$61.76	NEBRASKA BOOK COMPANY	Textbook	2/6/2014
TX-HAWK001748	\$95.65	MBS TEXTBOOK EXCHANGE	Textbook	2/6/2014
TX-HAWK001749	\$105.65	NEBRASKA BOOK COMPANY	Textbook	2/6/2014
TX-HAWK001751	\$187.50	NEBRASKA BOOK COMPANY	Textbook	2/6/2014
TX-HAWK001752	\$364.50	MBS TEXTBOOK EXCHANGE	Textbook	2/6/2014
TX-HAWK001753	\$833.00	AMAZON	Textbook	2/6/2014
TX-HAWK001754	\$2,718.75	MCGRAW-HILL PUBLISHING CO	Textbook	2/7/2014
TX-HAWK001755	\$945.00	PEARSON EDUCATION	Textbook	2/7/2014
TX-HAWK001756	\$530.00	NEBRASKA BOOK COMPANY	Textbook	2/7/2014
TX-HAWK001757	\$2,810.00	MCGRAW-HILL PUBLISHING CO	Textbook	2/7/2014
TX-HAWK001758	\$196.40	NEBRASKA BOOK COMPANY	Textbook	2/10/2014
TX-HAWK001759	\$1,300.00	MPS FORMERLY VHPS	Textbook	2/10/2014
TX-HAWK001760	\$931.20	MCGRAW-HILL CREATE (PRIMIS)	Textbook	2/10/2014
TX-HAWK001761	\$669.50	NEBRASKA BOOK COMPANY	Textbook	2/10/2014
TX-HAWK001762	\$1,170.00	NORTON, INC.	Textbook	2/10/2014
TX-HAWK001763	\$720.00	NORTON, INC.	Textbook	2/11/2014
TX-HAWK001764	\$287.76	NACSCORP	Textbook	2/11/2014
TX-HAWK001765	\$233.28	NEBRASKA BOOK COMPANY	Textbook	2/11/2014
TX-HAWK001766	\$35.01	NACSCORP	Textbook	2/11/2014
TX-HAWK001767	\$1,558.50	PEARSON EDUCATION	Textbook	2/12/2014
TX-HAWK001768	\$281.25	CENGAGE LEARNING	Textbook	2/12/2014
TX-HAWK001769	\$284.70	NEBRASKA BOOK COMPANY	Textbook	2/12/2014
TX-HAWK001770	\$450.00	F & W PUBLISHERS	Textbook	2/12/2014
TX-HAWK001771	\$5,100.00	MCGRAW-HILL PUBLISHING CO	Textbook	2/12/2014
TX-HAWK001772	\$277.50	ON COURSE LEARNING	Textbook	2/13/2014
TX-HAWK001773	\$191.96	NEBRASKA BOOK COMPANY	Textbook	2/13/2014
TX-HAWK001774	\$52.80	NEBRASKA BOOK COMPANY	Textbook	2/13/2014
TX-HAWK001775	\$540.00	FLAT WORLD KNOWLEDGE	Textbook	2/13/2014
TX-HAWK001776	\$369.32	NEBRASKA BOOK COMPANY	Textbook	2/18/2014
TX-HAWK001777	\$211.04	MBS TEXTBOOK EXCHANGE	Textbook	2/18/2014
TX-HAWK001778	\$935.00	CENGAGE LEARNING	Textbook	2/18/2014
TX-HAWK001779	\$19.80	NEBRASKA BOOK COMPANY	Textbook	2/18/2014
TX-HAWK001780	\$2,175.00	BLUEDOOR	Textbook	2/18/2014

P.O. #	Amount	Vendor Name	Classification	Date
TX-HAWK001781	\$110.52	NEBRASKA BOOK COMPANY	Textbook	2/18/2014
TX-HAWK001782	\$2,100.00	NORTON, INC.	Textbook	2/18/2014
TX-HAWK001783	\$351.00	MBS TEXTBOOK EXCHANGE	Textbook	2/18/2014
TX-HAWK001784	\$545.90	KENDALL PUBLISHING	Textbook	2/19/2014
TX-HAWK001785	\$268.75	AMAZON	Textbook	2/19/2014
TX-HAWK001786	\$672.75	MCGRAW-HILL CREATE (PRIMIS)	Textbook	2/19/2014
TX-HAWK001787	\$505.00	NEBRASKA BOOK COMPANY	Textbook	2/19/2014
TX-HAWK001788	\$484.40	MBS TEXTBOOK EXCHANGE	Textbook	2/19/2014
TX-HAWK001789	\$350.00	UNIV. SOUTHERN CALIFORNIA	Textbook	2/20/2014
TX-HAWK001790	\$1,870.00	CENGAGE LEARNING	Textbook	2/20/2014
TX-HAWK001791	\$1,996.00	PEARSON EDUCATION	Textbook	2/20/2014
TX-HAWK001792	\$70.00	NACSCORP	Textbook	2/20/2014
TX-HAWK001793	\$559.60	OXFORD UNIVERSITY PRESS,	Textbook	2/20/2014
TX-HAWK001794	\$663.75	PEARSON EDUCATION	Textbook	2/20/2014
TX-HAWK001795	\$711.90	MCGRAW-HILL CREATE (PRIMIS)	Textbook	2/20/2014
TX-HAWK001796	\$324.00	PEARSON EDUCATION	Textbook	2/20/2014
TX-HAWK001797	\$279.71	NEBRASKA BOOK COMPANY	Textbook	2/20/2014
TX-HAWK001798	\$235.75	NEBRASKA BOOK COMPANY	Textbook	2/24/2014
TX-HAWK001799	\$415.65	KENDALL PUBLISHING	Textbook	2/24/2014
TX-HAWK001800	\$449.70	KAJITANI EDUCATION	Textbook	2/24/2014
TX-HAWK001801	\$72.00	KJOS MUSIC CO	Textbook	2/24/2014
TX-HAWK001802	\$59.85	JOHN WILEY & SONS, INC	Textbook	2/24/2014
TX-HAWK001803	\$611.25	CENGAGE LEARNING	Textbook	2/25/2014
TX-HAWK001804	\$495.00	MCGRAW-HILL PUBLISHING CO	Textbook	2/25/2014
TX-HAWK001805	\$1,726.25	PEARSON EDUCATION	Textbook	2/25/2014
TX-HAWK001806	\$468.00	ARCHIMEDES PUBLISHING	Textbook	2/25/2014
TX-HAWK001807	\$261.45	NACSCORP	Textbook	2/25/2014
TX-HAWK001808	\$191.52	NEBRASKA BOOK COMPANY	Textbook	2/25/2014
TX-HAWK001809	\$533.75	PEARSON EDUCATION	Textbook	3/3/2014
TX-HAWK001810	\$61.88	BEYOND QUESTION LEARNING TECHNOLOGIES, INC.	Textbook	3/3/2014
TX-HAWK001811	\$296.90	MCGRAW-HILL CREATE (PRIMIS)	Textbook	3/4/2014
TX-HAWK001812	\$830.00	PEARSON EDUCATION	Textbook	3/5/2014
TX-HAWK001813	\$579.20	MCGRAW-HILL PUBLISHING CO	Textbook	3/5/2014
TX-HAWK001814	\$685.00	JOHN WILEY & SONS, INC	Textbook	3/5/2014
TX-HAWK001815	\$48.10	MONTEZUMA PUBLISHING	Textbook	3/5/2014
TX-HAWK001816	\$50.64	NEBRASKA BOOK COMPANY	Textbook	3/5/2014

Grand Total: \$159,967.51

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-B0000542	50,152.00	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PERS - Non-Instructional			2/3/2014
14-B0000543	403.00	HEWLETT PACKARD	Other Operating Exp & Services			2/5/2014
14-B0000544	1,433.68	DELL COMPUTER	Equipment - All Other > \$1,000			2/5/2014
14-B0000545	2,000.00	MINI U-STORAGE	Diversified Agency Fund Expens			2/5/2014
14-B0000546	9,173.02	CARD INTEGRATORS INC	Non-Instructional Supplies			2/5/2014
14-B0000547	3,552.82	JOSTEN'S	Non-Instructional Supplies			2/6/2014
14-B0000548	1,495.80	ISLAND COLOR, INC.	Other Operating Exp & Services			2/18/2014
14-B0000549	250.00	SMART & FINAL	Diversified Agency Fund Expens			2/24/2014
14-B0000550	2,646.00	IMAGE PRINTING SOLUTIONS	Student Records/Transcripts			2/24/2014
14-B0000551	75.00	NEW ENGLAND BUYING CONSORTIUM	Inst Dues & Memberships			2/26/2014
14-B0000553	692.61	POWERTRON BATTERY COMPANY	Other Operating Exp & Services			3/6/2014
Grand Total:		\$71,873.93				

4.1(26)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 1, 2014 THROUGH MARCH 7, 2014
BOARD MEETING OF MARCH 24, 2014

P.O. #	Amount	Description	Department	Comment
14-B0000542	\$50,152.00	2013/14 PERS contribution	RSCCD Bookstores	Required contribution to PERS for unfunded liability for retired Bookstore employees. Approval - Rhonda Langston - February 3, 2014

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 02/01/2014 To 02/28/2014
Board Meeting on 03/24/2014**

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	3,445	
2000	CLASSIFIED SALARIES	2,001	
3000	EMPLOYEE BENEFITS	3,186	
4000	SUPPLIES & MATERIALS		14,309
5000	OTHER OPERATING EXP & SERVICES	1,091	
6000	CAPITAL OUTLAY	4,586	
Total Transfer Fund 11		\$14,309	\$14,309
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES	3,105	
2000	CLASSIFIED SALARIES	16,105	
3000	EMPLOYEE BENEFITS	14,381	
4000	SUPPLIES & MATERIALS	53,370	
5000	OTHER OPERATING EXP & SERVICES		73,223
6000	CAPITAL OUTLAY		41,836
7000	OTHER OUTGO	1,560	
7900	RESERVE FOR CONTINGENCIES	26,538	
Total Transfer Fund 12		\$115,059	\$115,059
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
1000	ACADEMIC SALARIES	99,350	
3000	EMPLOYEE BENEFITS		996
4000	SUPPLIES & MATERIALS	220	
5000	OTHER OPERATING EXP & SERVICES		326,350
6000	CAPITAL OUTLAY		13,960
7900	RESERVE FOR CONTINGENCIES	241,736	
Total Transfer Fund 13		\$341,306	\$341,306
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES	37,160	
2000	CLASSIFIED SALARIES		2,572
3000	EMPLOYEE BENEFITS	28,506	
4000	SUPPLIES & MATERIALS	237	
5000	OTHER OPERATING EXP & SERVICES	14,972	
6000	CAPITAL OUTLAY	23	
7000	OTHER OUTGO		78,326
Total Transfer Fund 33		\$80,898	\$80,898
<u>Fund 41: Capital Outlay Projects Fund</u>			
6000	CAPITAL OUTLAY		296,590
7900	RESERVE FOR CONTINGENCIES	296,590	
Total Transfer Fund 41		\$296,590	\$296,590
BUDGET INCREASES AND DECREASES		Revenue	Appropriation

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 02/01/2014 To 02/28/2014
Board Meeting on 03/24/2014

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	(790)	
8600	STATE REVENUES	(589,537)	
8800	LOCAL REVENUES	3,755	
1000	ACADEMIC SALARIES		60,703
2000	CLASSIFIED SALARIES		26,602
3000	EMPLOYEE BENEFITS		(5,578)
4000	SUPPLIES & MATERIALS		(16,785)
5000	OTHER OPERATING EXP & SERVICES		(717,740)
6000	CAPITAL OUTLAY		63,045
7000	OTHER OUTGO		3,181
Total Transfer Fund 12		\$(586,572)	\$(586,572)
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
8800	LOCAL REVENUES	13,232	
2000	CLASSIFIED SALARIES		1,082
3000	EMPLOYEE BENEFITS		67
4000	SUPPLIES & MATERIALS		702
6000	CAPITAL OUTLAY		11,381
Total Transfer Fund 13		\$13,232	\$13,232
<u>Fund 33: Child Development Fund</u>			
8600	STATE REVENUES	55,000	
1000	ACADEMIC SALARIES		13,300
2000	CLASSIFIED SALARIES		4,720
3000	EMPLOYEE BENEFITS		1,980
5000	OTHER OPERATING EXP & SERVICES		35,000
Total Transfer Fund 33		\$55,000	\$55,000
<u>Fund 41: Capital Outlay Projects Fund</u>			
8600	STATE REVENUES	1,017,539	
8800	LOCAL REVENUES	1,026,794	
6000	CAPITAL OUTLAY		1,017,539
7900	RESERVE FOR CONTINGENCIES		1,026,794
Total Transfer Fund 41		\$2,044,333	\$2,044,333
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	(6,577)	
8600	STATE REVENUES	1,555	
7000	OTHER OUTGO		(5,022)
Total Transfer Fund 74		\$(5,022)	\$(5,022)

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 02/01/2014 To 02/28/2014

Board Meeting on 03/24/2014

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>			
B013066	02/07/14		
4000	SUPPLIES & MATERIALS	70,000	
5000	OTHER OPERATING EXP & SERVICES		70,000
		<hr/>	<hr/>
Total Reference B013066		\$70,000	\$70,000
Reason:	Special Project Adjustment		
Description:	SP2602 YEP Fac Mini Grnts III		
B013073	02/07/14		
1000	ACADEMIC SALARIES		5,880
3000	EMPLOYEE BENEFITS		773
7900	RESERVE FOR CONTINGENCIES	6,653	
		<hr/>	<hr/>
Total Reference B013073		\$6,653	\$6,653
Reason:	Special Project Adjustment		
Description:	SP3450 SAC Hlth Ctr assignmnt		
B013096	02/11/14		
5000	OTHER OPERATING EXP & SERVICES		5,000
7900	RESERVE FOR CONTINGENCIES	5,000	
		<hr/>	<hr/>
Total Reference B013096		\$5,000	\$5,000
Reason:	Special Project Adjustment		
Description:	SP3610 Safety vehicle maint		
B013097	02/11/14		
4000	SUPPLIES & MATERIALS		173
7900	RESERVE FOR CONTINGENCIES	173	
		<hr/>	<hr/>
Total Reference B013097		\$173	\$173
Reason:	Special Project Adjustment		
Description:	SP 3610 Safety cit dev covers		
B013098	02/11/14		
6000	CAPITAL OUTLAY		2,422
7900	RESERVE FOR CONTINGENCIES	2,422	
		<hr/>	<hr/>
Total Reference B013098		\$2,422	\$2,422
Reason:	Special Project Adjustment		
Description:	SP3610 Safety install lght bar		
B013129	02/18/14		
4000	SUPPLIES & MATERIALS		8,000
7900	RESERVE FOR CONTINGENCIES	8,000	
		<hr/>	<hr/>
Total Reference B013129		\$8,000	\$8,000
Reason:	Special Project Adjustment		
Description:	SP3610 Safety parking decals		
B013158	02/20/14		
4000	SUPPLIES & MATERIALS		1,000
7900	RESERVE FOR CONTINGENCIES	1,000	
		<hr/>	<hr/>
Total Reference B013158		\$1,000	\$1,000
Reason:	Special Project Adjustment		
Description:	SP3610 Safety equip/helmets		

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

From 02/01/2014 To 02/28/2014

Board Meeting on 03/24/2014

BUDGET TRANSFERS		From	To
B013178	02/24/14		
2000	CLASSIFIED SALARIES	27,687	
3000	EMPLOYEE BENEFITS	15,668	
4000	SUPPLIES & MATERIALS	340	
5000	OTHER OPERATING EXP & SERVICES	355	
6000	CAPITAL OUTLAY		44,050
		<hr/>	<hr/>
	Total Reference B013178	\$44,050	\$44,050
Reason:	Special Project Adjustment		
Description:	SP2299 SBDC YEP BEC equip		
B013185	02/25/14		
6000	CAPITAL OUTLAY		2,690
7900	RESERVE FOR CONTINGENCIES	2,690	
		<hr/>	<hr/>
	Total Reference B013185	\$2,690	\$2,690
Reason:	Special Project Adjustment		
Description:	SP3610 Safety SAC 4 bike racks		
B013206	02/26/14		
6000	CAPITAL OUTLAY		600
7900	RESERVE FOR CONTINGENCIES	600	
		<hr/>	<hr/>
	Total Reference B013206	\$600	\$600
Reason:	Special Project Adjustment		
Description:	SP3610 Safety citation tax/shp		
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
B013067	02/07/14		
3000	EMPLOYEE BENEFITS		996
7900	RESERVE FOR CONTINGENCIES	996	
		<hr/>	<hr/>
	Total Reference B013067	\$996	\$996
Reason:	Special Project Adjustment		
Description:	SP0001 SAC PERS/OASDI		
B013078	02/10/14		
5000	OTHER OPERATING EXP & SERVICES		120,000
7900	RESERVE FOR CONTINGENCIES	120,000	
		<hr/>	<hr/>
	Total Reference B013078	\$120,000	\$120,000
Reason:	Adjustment		
Description:	Add'l legal fees		
B013091	02/11/14		
6000	CAPITAL OUTLAY		80,740
7900	RESERVE FOR CONTINGENCIES	80,740	
		<hr/>	<hr/>
	Total Reference B013091	\$80,740	\$80,740
Reason:	Special Project Adjustment		
Description:	SP3560 Misc Plan contract svcs		
B013104	02/13/14		
5000	OTHER OPERATING EXP & SERVICES		40,000
7900	RESERVE FOR CONTINGENCIES	40,000	
		<hr/>	<hr/>
	Total Reference B013104	\$40,000	\$40,000
Reason:	Adjustment		
Description:	Fd tech conf/consult search		

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

From 02/01/2014 To 02/28/2014

Board Meeting on 03/24/2014

BUDGET TRANSFERS		From	To
B013113	02/13/14		
1000	ACADEMIC SALARIES	99,350	
5000	OTHER OPERATING EXP & SERVICES		99,350
Total Reference B013113		99,350	99,350
Reason:	Special Project Adjustment		
Description:	SP0001 SAC CJA ISA agreements		
B013172	02/21/14		
5000	OTHER OPERATING EXP & SERVICES		67,000
6000	CAPITAL OUTLAY	67,000	
Total Reference B013172		67,000	67,000
Reason:	Special Project Adjustment		
Description:	SP0001 SAC TRACDAT subscrpt		
<u>Fund 33: Child Development Fund</u>			
B013052	02/06/14		
1000	ACADEMIC SALARIES	39,749	
2000	CLASSIFIED SALARIES		4,924
3000	EMPLOYEE BENEFITS	28,506	
5000	OTHER OPERATING EXP & SERVICES	14,995	
7000	OTHER OUTGO		78,326
Total Reference B013052		83,250	83,250
Reason:	Special Project Adjustment		
Description:	SP1216 CCAMPIS rev yr1		
<u>Fund 41: Capital Outlay Projects Fund</u>			
B013040	02/04/14		
6000	CAPITAL OUTLAY		25,000
7900	RESERVE FOR CONTINGENCIES	25,000	
Total Reference B013040		25,000	25,000
Reason:	Special Project Adjustment		
Description:	SP3153 RDA CEC NPS Eval DO		
B013077	02/07/14		
6000	CAPITAL OUTLAY		4,000
7900	RESERVE FOR CONTINGENCIES	4,000	
Total Reference B013077		4,000	4,000
Reason:	Special Project Adjustment		
Description:	SP3580 SAC new pool boiler		
B013188	02/25/14		
6000	CAPITAL OUTLAY		150,723
7900	RESERVE FOR CONTINGENCIES	150,723	
Total Reference B013188		150,723	150,723
Reason:	Special Project Adjustment		
Description:	SAC LED Lighting Upgrade proj		
B013191	02/25/14		
6000	CAPITAL OUTLAY		114,367
7900	RESERVE FOR CONTINGENCIES	114,367	
Total Reference B013191		114,367	114,367
Reason:	Special Project Adjustment		
Description:	SCC Math&Sci bldg RCx proj		

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

From 02/01/2014 To 02/28/2014

Board Meeting on 03/24/2014

BUDGET TRANSFERS		From	To
B013212	02/27/14		
6000	CAPITAL OUTLAY		2,500
7900	RESERVE FOR CONTINGENCIES	2,500	
Total Reference B013212		\$2,500	\$2,500
Reason:	Special Project Adjustment		
Description:	SP3580 SCC Athl/Aq sound system		

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
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Fund 12: General Fund Restricted

B013059	02/06/14		
8600	STATE REVENUES	52,669	
1000	ACADEMIC SALARIES		(6,006)
2000	CLASSIFIED SALARIES		42,267
3000	EMPLOYEE BENEFITS		3,660
4000	SUPPLIES & MATERIALS		1,823
5000	OTHER OPERATING EXP & SERVICES		2,735
6000	CAPITAL OUTLAY		8,190
Total Reference B013059		\$52,669	\$52,669

Reason: Special Project Adjustment

Description: SP2061 CalWORKs SAC

B013062	02/07/14		
8600	STATE REVENUES	31,469	
1000	ACADEMIC SALARIES		28,780
2000	CLASSIFIED SALARIES		7,357
3000	EMPLOYEE BENEFITS		2,847
4000	SUPPLIES & MATERIALS		(193)
5000	OTHER OPERATING EXP & SERVICES		(418)
6000	CAPITAL OUTLAY		(6,904)
Total Reference B013062		\$31,469	\$31,469

Reason: Special Project Adjustment

Description: SP1680 CalWORKs SCC

B013183	02/25/14		
8600	STATE REVENUES	41,450	
1000	ACADEMIC SALARIES		32,749
3000	EMPLOYEE BENEFITS		3,779
4000	SUPPLIES & MATERIALS		4,000
5000	OTHER OPERATING EXP & SERVICES		922
Total Reference B013183		\$41,450	\$41,450

Reason: Special Project Adjustment

Description: SP2309 DSN GTL cert/curric

B013184	02/25/14		
8600	STATE REVENUES	(41,450)	
5000	OTHER OPERATING EXP & SERVICES		(41,450)
Total Reference B013184		\$(41,450)	\$(41,450)

Reason: Special Project Adjustment

Description: SP2309 DSN GTL contract svcs

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

From 02/01/2014 To 02/28/2014

Board Meeting on 03/24/2014

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B013186	02/25/14		
8600	STATE REVENUES	(498,917)	
5000	OTHER OPERATING EXP & SERVICES		(498,917)
Total Reference B013186		\$(498,917)	\$(498,917)
Reason:	Special Project Adjustment		
Description:	SP2092 BSI to SP2093-98		
B013187	02/25/14		
8600	STATE REVENUES	(184,758)	
5000	OTHER OPERATING EXP & SERVICES		(184,758)
Total Reference B013187		\$(184,758)	\$(184,758)
Reason:	Special Project Adjustment		
Description:	SP2092 BSI to SP2093-98		
B013192	02/25/14		
8100	FEDERAL REVENUES	(98,297)	
1000	ACADEMIC SALARIES		(12,443)
2000	CLASSIFIED SALARIES		(8,160)
3000	EMPLOYEE BENEFITS		(2,016)
4000	SUPPLIES & MATERIALS		(29,175)
6000	CAPITAL OUTLAY		(46,503)
Total Reference B013192		\$(98,297)	\$(98,297)
Reason:	Special Project Adjustment		
Description:	SP1817 SCC Bus&CTE neg/Perkins		
B013193	02/25/14		
8100	FEDERAL REVENUES	98,297	
6000	CAPITAL OUTLAY		98,297
Total Reference B013193		\$98,297	\$98,297
Reason:	Special Project Adjustment		
Description:	SP1814 SCC Bus&CTE neg/Perkins		
<u>Fund 33: Child Development Fund</u>			
B013053	02/06/14		
8600	STATE REVENUES	55,000	
1000	ACADEMIC SALARIES		13,300
2000	CLASSIFIED SALARIES		4,720
3000	EMPLOYEE BENEFITS		1,980
5000	OTHER OPERATING EXP & SERVICES		35,000
Total Reference B013053		\$55,000	\$55,000
Reason:	New Budget		
Description:	SP2341 CFCOC/RSCCD 1st CA		
<u>Fund 41: Capital Outlay Projects Fund</u>			
B013041	02/04/14		
8800	LOCAL REVENUES	1,025,502	
7900	RESERVE FOR CONTINGENCIES		1,025,502
Total Reference B013041		\$1,025,502	\$1,025,502
Reason:	Special Project Adjustment		
Description:	SAC/SCC SPs actual develop incr		

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

From 02/01/2014 To 02/28/2014

Board Meeting on 03/24/2014

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B013055	02/06/14		
8800	LOCAL REVENUES	1,292	
7900	RESERVE FOR CONTINGENCIES		1,292
Total Reference B013055		\$1,292	\$1,292
Reason:	Special Project Adjustment		
Description:	SP3580 SCC non-res tuit incr		
B013219	02/28/14		
8600	STATE REVENUES	783,505	
6000	CAPITAL OUTLAY		783,505
Total Reference B013219		\$783,505	\$783,505
Reason:	Special Project Adjustment		
Description:	SP2995 SAC LED Lght to SCC Sci		
B013220	02/28/14		
8600	STATE REVENUES	234,034	
6000	CAPITAL OUTLAY		234,034
Total Reference B013220		\$234,034	\$234,034
Reason:	Special Project Adjustment		
Description:	SP2996 SAC LED Lght to SCC Sci		

RECOMMENDATION

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: March 24, 2014
Re:	Approval of the Community and Student Workforce Project Agreement	
Action:	Request for Approval	

BACKGROUND

After the successful passage of Measure Q for the Santa Ana School Facilities Improvement District in November of 2012, the District would like to move the planned Measure Q renovation, modernization, and construction projects forward in the most expeditious and effective manner. To achieve that goal, the Board Facilities Committee recommended that the Chancellor be given the authority to negotiate a Project Labor Agreement (PLA) with the Los Angeles/Orange County Building Trades Council.

At its April 1, 2013 meeting, the Board authorized the Chancellor to negotiate a Community and Student Workforce Project Agreement (CSWPA) with the Los Angeles/Orange County Building Trades Council and Carpenters. Since that time the Chancellor and RSCCD team have conducted negotiating sessions to draft an agreement that meets the approval of both parties.

ANALYSIS

A final agreement has been negotiated and is being presented to the Board for its approval. Under this agreement various contracts and agreements with the labor and trade unions involved in Measure Q projects will be coordinated and standardized. Additional benefits to the District will be to: create job stability by providing a sufficient supply of skilled craft persons; promote the timely completion of projects by guaranteeing no strikes, no lockouts, and no work slowdowns or stoppages; and, ensure project cooperation and harmony by instituting binding and cost effective dispute resolution procedures. The community will benefit from the CSWPA because it provides preference to both local workers who live within the District boundaries and those who live outside the District boundaries, but within Orange County. It also creates opportunities for local small businesses to participate in Measure Q projects.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Community and Student Workforce Project Agreement with the Los Angeles/Orange County Building Trades Council and Carpenters and authorize the Chancellor or his designee to execute the agreement on behalf of the district.

Fiscal Impact:	N/A	Board Date: March 24, 2014
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor	
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
COMMUNITY AND STUDENT WORKFORCE PROJECT AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY MEASURE Q**

DRAFT

Effective Date: _____

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
COMMUNITY AND STUDENT WORKFORCE PROJECT AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY MEASURE Q**

This Community and Student Workforce Project Agreement (hereinafter, "CSWPA") is entered into by and between the Rancho Santiago Community College District, its successors or assigns, (hereinafter "District") and the Los Angeles/Orange Counties Building and Construction Trades Council (hereinafter "Council"), affiliated with the Building and Construction Trades Department ("AFL/CIO") and the signatory Craft Councils and Unions signing this CSWPA, (hereinafter, together with the Council, collectively, the "Union" or Unions"). The District, Council and Unions are herein collectively referred to as the "Parties" and individually as a "Party."

**ARTICLE 1
RECITALS**

WHEREAS, the District undertakes and anticipates undertaking large expenditures of Measure Q Funds for the demolition, construction, alteration, repair and maintenance of District properties; and

WHEREAS, the District desires of assuring the completion of the construction projects and the related facilities in a professional, confident, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of the District's Measure Q Projects is of the utmost importance to the general public and the District; and

WHEREAS, the Parties have pledged their full good faith and trust to work towards a mutually satisfactory completion of the Measure Q Projects; and

WHEREAS large numbers of workers of various skills will be required in the performance of the construction work on the Measure Q Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple Contractors and bargaining units on the job site, at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours and working conditions for the workers employed on Measure Q Projects, a satisfactory, continuous and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of said Measure Q Projects; and

WHEREAS, the Parties believe that this CSWPA provides the District with the opportunity to establish a partnership with the local construction labor community respecting the District's Measure Q Projects, the benefits of which are expected to be: project cost containment,

the efficient and economical completion of projects to secure optimum productivity, a boost to the economy by generating local construction jobs and related jobs, partnering with responsible companies and contractors, and providing for the peaceful settlement of labor disputes and grievances without work interruptions such as strikes, slowdowns or lockouts, thereby promoting the public interest in assuring the timely and economical completion of projects contracted under the CSWPA; and

WHEREAS, the Parties believe it is desirable that this CSWPA apply to contracts for capital improvement work respecting Measure Q Projects awarded after the Effective Date in Section 2.2, and are paid for, in whole or in part, with Measure Q Funds (hereinafter, "Covered Contracts");

WHEREAS, it is understood by the Parties to this CSWPA that if this CSWPA is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this CSWPA, directly or through the Letter of Assent ("Attachment A"), and to require each of its Subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this CSWPA in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District; and

WHEREAS, it is further understood that the District shall actively administer and enforce the obligations of this CSWPA to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and craft persons working under it, and the ratepayers, residents and students of the District. The District shall, therefore, designate a "Project Labor Coordinator," either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this CSWPA; assist, as the authorized representative of the District, in the development and implementation of the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this CSWPA; and to otherwise implement and administer the CSWPA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

The above Recitals are a part of the terms of the CSWPA and are incorporated herein by reference.

ARTICLE 2 DEFINITIONS

Capitalized terms utilized in this CSWPA which are not otherwise defined herein shall have the meanings ascribed to said terms below. To the extent of any conflict between the definition of a term in this Article and the meaning ascribed to said term in the Recital paragraphs hereof, the definition of said term in this Article shall prevail.

Section 2.1 The term "Apprentice" as used in this CSWPA shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the California Apprenticeship Council and the Department of Industrial Relations of the State of California.

Section 2.2 The term "Contractor" as used in this CSWPA includes any Contractor to whom the District awards a construction contract for Project Work, and also to Subcontractors of whatever tier utilized by such Contractors for Project Work. The term "Contractor" includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent Contractor has entered into a contract with the District with respect to the Project Work, or with another Contractor as a Subcontractor for Project Work.

Section 2.3 "Covered Contract" means a contract (and related subcontracts) for capital improvement work respecting a Measure Q Project awarded during the term of this CSWPA, as listed on Appendix A, and is paid for, in whole or in part, with Measure Q Funds.

Section 2.4 "Covered Project or Project Work" means a Project that is the subject of a Covered Contract.

Section 2.5 "District Residents" for purposes of this Agreement are defined as those residents living within the zip codes within the jurisdictional boundary of the District, as well as any veterans of the U.S. Armed Forces, apprentices currently enrolled and participating in their Joint Labor Management Apprenticeship Committee classroom training through the District or graduates of the District's construction Joint Labor Management Apprenticeship Committees, regardless of their residence.

Section 2.6 The term "Joint Labor/Management Apprenticeship Program" as used in this CSWPA means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

Section 2.7 The term "Responsible Contractor" as used in this CSWPA shall be defined as one that has a record of complying with federal, state and local government requirements for the determination of workplace wages, hours and conditions, including prevailing wages, apprenticeship, safety, workers' compensation, and Contractor licensing.

Section 2.8 The term "Schedule A Agreements" as used in this CSWPA means the local Master Labor Agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 2.9 "Signatory Contractors" as used in this CSWPA means contractors independently obligated to one or more collective bargaining agreements with the Unions.

Section 2.10 The term "Small Business Enterprise" as used in this CSWPA shall be defined in the same manner as a small business enterprise under California state guidelines and has its primary place of business in Orange County.

Section 2.11 The term "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of Schedule A Agreements.

Section 2.12 "Union" or "Unions" means any labor organization signatory to this CSWPA acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers, executed this Agreement.

ARTICLE 3 INTENT AND PURPOSE

Section 3.1 Background. The District's construction and major rehabilitation projects funded by Measure Q will affect school buildings and offices that are owned, leased or controlled by the District. The goal is to provide construction and major rehabilitation of the District's facilities so as to provide sufficient facilities and technologies to properly educate the students. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craft persons, and the elimination of disruptions or interference with Project Work, adopts this CSWPA in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District's goal that the Project Work be completed on time and within budget.

Section 3.2 Identification and Retention of Skilled Labor and Employment of District Residents. The vast amount of school construction, substantial rehabilitation, and capital improvement work scheduled to be performed pursuant to Measure Q will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this CSWPA to use the opportunities provided by the extensive amount of work to be covered by this CSWPA to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, employment of District's students enrolled in District's approved Apprenticeship Programs, to assist persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the CSWPA), the interest and involvement of District residents and students in the construction industry, such as assisting residents in entering the construction trades, and through utilization of District's Apprenticeship Programs, providing training opportunities for those residents and students wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, the Unions and their affiliated regional and national organizations, will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 3.3 Encouragement of Small Business Enterprise. The Project Work will provide many opportunities for Small Business Enterprises to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for this purpose, to encourage and assist the participation of Small Business Enterprises in Project Work. Specifically, all Parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of local small businesses on the Project. Each Party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on projects of this scope, and the encouragement of local residents to participate in Project Work through programs and

procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project Work through the referral programs sponsored and/or supported by the Parties to this CSWPA. Further, the Parties shall ensure that the provisions of this CSWPA do not inadvertently establish impediments to participation of such Small Business Enterprises and residents of the District.

Section 3.4 Project Cooperation. The Parties recognize that the construction to take place under this CSWPA involves unique and special circumstances which dictate the need for the Parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the District and the students of the District. The Parties therefore agree that maximum cooperation among all Parties involved is required; and that with construction work of this magnitude, with multiple Contractors and crafts performing work on multiple sites over an extended period of time, it is essential that all Parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work.

Section 3.5 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management, peace and stability during the term of this CSWPA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lockout.

Section 3.6 Binding CSWPA on Parties and Inclusion of District Residents and Businesses. By executing this CSWPA, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this CSWPA, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

ARTICLE 4 SCOPE OF THE AGREEMENT

Section 4.1 General. This CSWPA shall apply to all construction, rehabilitation and capital improvement work as described in Section 4.2 of this Article, performed by those Contractor(s) of whatever tier, where such work is funded in whole or in part by Measure Q Funds. Notwithstanding the foregoing: (i) each Covered Contract shall be awarded in accordance with the applicable provisions of California's Public Contract Code, (ii) the District has the absolute right to award Covered Contracts to the lowest responsible and responsive bidder, and (iii) the District has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) for work on Measure Q Projects.

Section 4.2 Specific. The Covered Projects are defined and limited to:

(a) All construction, major rehabilitation and renovation work related to the Projects described in Appendix A are covered by the terms and conditions of this CSWPA.

(b) It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of the Project under this CSWPA which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered.

Section 4.3 Exclusions. Items specifically excluded from the Scope of this CSWPA include the following:

(a) The CSWPA shall be limited to Covered Work, undertaken pursuant to Covered Contracts which are awarded by the District on or after the Effective Date, and is not intended to, and shall not govern, any construction contracts entered into prior to the Effective Date of this CSWPA, or after the expiration or termination of the CSWPA.

(b) This CSWPA is not intended to, and shall not affect or govern the award of contracts by the District, which are outside the approved scope of a Covered Project. Determination by the District respecting the intended scope of a Covered Project shall be final and binding on all Parties; and

(c) Work of non-manual employees, including but not limited to: superintendents, supervisors, staff engineers, quality control and quality assurance personnel except as to those covered by a Schedule A agreement, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees; and

(d) Equipment and machinery owned or controlled and operated by the District; and

(e) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between locations on a Project site are within the scope of this CSWPA; and

(f) All employees of the District, Project Labor Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this CSWPA; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (Inspectors) are a covered craft under the CSWPA (This inclusion applies to the scope of work defined in the State of California Wage Determination for said craft). Every Inspector performing under the Wage classification of Building/Construction Inspector and Filed Soils Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CSWPA). Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded. Nothing in this section will be construed to include Department of State Architects-certified inspectors employed by the District as included under the scope of this CSWPA; and

(g) Any work performed on or near or leading to or into a site of work covered by this CSWPA and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities, or their contractors, and/or by the District or its contractors (for work for which is not within the scope of this CSWPA); and

(h) Off-site maintenance of leased equipment and on-site supervision of such work; and

(i) Warranty and service work; and

(j) Non-construction support services contracted by the District, Project Labor Coordinator, or Contractor in connection with this Project; and

(k) Laboratory work for testing.

Section 4.4 Awarding of Contracts.

(a) The District has the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union Parties, provided only that such Contractor is willing, ready and able to execute and comply with this CSWPA should such Contractor be awarded work covered by this CSWPA.

(b) It is agreed that all Contractors and Subcontractors of whatever tier, who have been awarded contracts for Covered Work by this CSWPA, shall be required to accept and be bound by the terms and conditions of this CSWPA, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or Subcontractor shall commence Project Work without first providing a Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or Subcontractor), whichever occurs later.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all Covered Projects.

Section 4.5 Coverage Exception. The Parties agree and understand that this CSWPA shall not apply to any work that would otherwise be covered Project Work except when a governmental agency or granting authority partially or fully funding such work determines that it will not fund if such Project Work is covered by this CSWPA; or a law regulation, proposition or

measure prohibits such coverage or the use by the District, or for its benefit, of particular funds if such coverage exists. The District agrees that it will make every effort to establish the enforcement of this CSWPA with any governmental agency or granting authority.

Section 4.6 Schedule A's.

(a) The provisions of this CSWPA, including the Schedule A's, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time consistent with Section 21.3, and which are incorporated herein by reference) shall apply to the work covered by this CSWPA, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this CSWPA. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this CSWPA is also covered by a Schedule A, the provisions of this CSWPA shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this CSWPA, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this CSWPA and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 11.

(b) It is understood that this CSWPA, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this CSWPA, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this CSWPA (provided, however, that the Contractor may be required to sign an uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this CSWPA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this CSWPA and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its Subcontractors sign the documents with the appropriate Union prior to the Subcontractor beginning Project Work.

Section 4.7 The Parties agree that this CSWPA will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This CSWPA shall not apply to any work of any Contractor other than that on Project Work specifically covered by this CSWPA.

Section 4.8 Binding Signatories Only. This CSWPA and Letter of Assent shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 4.9 Other District Work. This CSWPA shall be limited to the construction work within the Scope of this CSWPA including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 4.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this CSWPA, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 4.10 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this CSWPA shall be several and not joint. The Unions agree that this CSWPA does not have the effect of creating any joint employment status between or among the District or Project Labor Coordinator and/or any Contractor.

Section 4.11 Completed Project Work. As areas of Covered Work are accepted by the District, this CSWPA shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

ARTICLE 5 UNION RECOGNITION AND EMPLOYMENT

Section 5.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

Section 5.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 5.6 and 6.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Schedule A; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this CSWPA.

Section 5.3 Referral Procedures.

(a) For signatory Unions having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this CSWPA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents

and utilization of Small Business Enterprises on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the District, to identify and refer competent craft persons as needed for Project Work, and to identify individuals, particularly residents of the District, for entrance into apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

Section 5.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union status, sex, sexual orientation, marital status, political affiliation, or membership in a labor organization, or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of Small Business Enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this CSWPA which may appear to interfere with a Small Business Enterprises successfully bidding for work within the scope of this CSWPA shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of Small Business Enterprises as direct contractors or suppliers on Covered Work.

Section 5.5 Employment of District Residents.

(a) In order to encourage the utilization of graduates of the District's Joint Apprenticeship and Training Committee programs, apprentices currently enrolled and participating in their Joint Labor Management Apprenticeship Committee classroom training through the District and veterans of the U.S. Armed Forces, those individuals will be considered residents within the meaning of this section regardless of their place of residence. In recognition of the District's mission to serve the District and its residents, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, District Residents shall be first referred for Project Work, including journeyman, apprentice, or other positions which may be established under a Schedule A and covered by the applicable prevailing wage for utilization on Project Work.

It is the Parties goal that sixty-six percent (66%) of the positions for Project Work for a particular Contractor (including the Contractor's "core employees") by craft, have been filled with residents of Orange County and fifty percent (50%) of the positions should be District Residents. To

facilitate the dispatch of local residents all Contractors will be required to utilize the Craft Employee Request Form for Covered Projects, a sample of which is attached as Attachment B.

(b) Only if:

(1) sixty-six percent (66%) of the positions for any one Contractor, by individual craft, are filled by residents of Orange County and fifty percent (50%) of the positions are filled by District Residents; or

(2) such individuals are not available, may others be referred to Contractor for Project Work.

(c) The Project Labor Coordinator shall work with the Unions and Contractors in the administration of this local residency goal. The Unions shall, upon request of the Project Labor Coordinator, provide their response(s) to the Craft Request Form submitted to them by the Contractors. The Unions will also respond in writing, if requested, if they, or any of them, are unable to fill the dispatch request. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Contractors shall require their "core work force" and any other persons employed other than through the Union referral process, to register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

(d) Notwithstanding the transfer or portability provisions of the Schedule A agreements, Contractors which are directly signatory to a Schedule A agreement shall comply with subsection (a) second paragraph in transferring and employing workers on Project Work.

Section 5.6 Core Employees. Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory,

(a) Contractors, including Subcontractors, may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed. Once a maximum of five (5) core employees are employed, all further employees shall be employed pursuant to the dispatch provisions of this Article. It is agreed that of the five (5) core employees at least fifty percent (50%) be District Residents and sixty-six percent (66%) reside within the County and meet the requirements of subsection (b).

(b) The core work force is comprised of those employees:

(1) whose names appeared on the Contractor's active payroll for at least thirty (30) of the last one-hundred eighty (180) working days before award of the Project Work to the Contractor; and

(2) who possess any license required by state or federal law for the Project Work to be performed; and

(3) who have the ability to safely perform the basic functions of the applicable trade; and

(4) who are residents of the District or County on the effective date of this CSWPA, or have been residents of the District or County for one-hundred eighty (180) days prior to the award of Project Work to the Contractor.

(c) If there are any questions regarding a core employee's eligibility under this provision, the Project Labor Coordinator, at the Council's request, shall obtain appropriate proof of such from the Contractor. For proof of employment eligibility, quarterly tax records or payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized; and for residency, adequate proof thereof through driver's license, voter registration, postal address, or other official acknowledgements.

(d) The provisions of this section 5.6 shall only apply to employees working for employers not signatory to a Schedule A at the time of their transfer to work covered under this Agreement and is not intended to limit the transfer provisions of the Schedule A Agreements of any of the Unions signatory hereto.

Section 5.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor shall promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any, within twenty-four (24) hours after being hired.

Section 5.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 5.3 above, the Contractors shall give the union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 5.7.

Section 5.9 Union Membership. No employee covered by this CSWPA shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this CSWPA. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly window and working dues.

Section 5.10 Individual Seniority. Except as provided in Article 6, Section 6.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Schedule A as of the Effective Date of this CSWPA shall be recognized for purposes of layoffs.

Section 5.11 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

ARTICLE 6 UNION ACCESS AND STEWARDS

Section 6.1 Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 6.2 Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journey person as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, Subcontractor(s), and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 6.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 6.4 Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this CSWPA, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a party to this CSWPA.

ARTICLE 7 WAGES AND BENEFITS

Section 7.1 Wages. All employees covered by this CSWPA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate in accordance with the California Labor Code. If the prevailing wage laws are repealed during the term of this CSWPA, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this CSWPA. Notwithstanding Section 4.6 (a), Signatory Contractor to one or more of the Schedule A Agreements are required to pay all of the wages set forth in such Agreements.

Section 7.2 Benefits.

(a) Contractors shall pay contributions for all employees to the established employee benefit funds in the amounts designated in the appropriate Schedule A; and make all employee - authorized deductions in the amounts designated in the appropriate Schedule A: provided, however, that the Contractor and Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Section 4.6 (a), Signatory Contractor to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the forgoing.

(b) Benefits designated in the Schedule A will be paid on all employees dispatched by the Union.

(c) Where applicable, the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(d) Each Contractor and Subcontractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) or fringe benefit programs prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator

shall work with any Contractor or Subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 7.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, shift premiums, hazard pay, scaffold pay and special skills shall not be applicable to work under this CSWPA, except to the extent provided for in any applicable prevailing wage determination.

Section 7.4 Compliance with Prevailing Wage Laws. The Parties agree that the Project Labor Coordinator shall monitor the compliance by all Contractors and Subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to CSWPA coverage in Section 4.2. All complaints regarding possible prevailing wage violations shall be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the State Labor Commissioner.

ARTICLE 8 WORK STOPPAGES AND LOCKOUTS

Section 8.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or Contractors or Subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a material violation of this CSWPA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 8.2 Employee Violations. The Contractor may discharge any employee violating Section 8.1 above and any such employee will not be eligible for rehire under this CSWPA.

Section 8.3 Standing to Enforce. The District, the Project Labor Coordinator, or any Contractor affected by an alleged violation of Section 8.1 shall have standing and the right to enforce the obligations established therein.

Section 8.4 Expiration of Schedule A's. If the Schedule A Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract.

Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that underlying agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to its Signatory Contractors to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Signatory Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Orange County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if a Signatory Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Signatory Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Signatory Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Signatory Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Signatory Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Signatory Contractor fails to timely select one of the two options, the Signatory Contractor shall be deemed to have selected option (b).

Section 8.5 No Lock-Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this CSWPA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this CSWPA, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 8.6 Best Efforts To End Violations.

(a) If a Contractor contends that there is any violation of Section 9.3 or the provisions of Section 21.3, it shall notify, in writing, the Council of the involved Union(s) and the Project Labor Coordinator. The Council and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the CSWPA, at least twenty-four (24) hours prior to invoking the procedures of Section 8.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 8.7 Expedited Enforcement Procedures. Any party, including the District, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 8.1 or 8.5, above, or Section 9.3, or Section 21.3, is alleged.

(a) The party invoking this procedure shall notify Walt Daugherty, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 8.6, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 8.1 or 8.5, above, of Section 9.3, or Section 21.3, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this CSWPA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 8.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this CSWPA (for a Union), as shown in their business contract for work under this CSWPA (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 9 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 9.1 Assignment of Work. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") currently in effect, or any successor plan.

Section 9.2 The Plan. All jurisdictional disputes between or among Building and Construction Trades Unions and Contractors, shall be settled and adjusted according to the Plan, or any other plan or method of procedures that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Union.

(a) For the convenience of the parties, and in recognition of the expense of travel between Southern California and Washington D.C., at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsh, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council. All other procedures shall be as specified in the Plan.

Section 9.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slowdown of any nature, and the Contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 9.4 Pre-job Conference. In order to avoid jurisdictional disputes, it is required that a pre-job conference be held prior to the start of work by the Contractor for the Covered Project covered by this CSWPA. The Subcontractors and Owner Operators will be advised in

advance of such conferences and may participate if they wish. The purpose of the conference will be to, among other things, determine craft and manpower needs, schedule of work for the Contract and Project Work rules/owner rules. As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

ARTICLE 10 MANAGEMENT RIGHTS

Section 10.1 Contractor and District Rights. The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this CSWPA. In addition to the following and other rights of the Contractors enumerated in this CSWPA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work; and
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend or discipline their own employees for just cause; and
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 10.2 Specific District Rights. In addition to the following and other rights of the District enumerated in this CSWPA, the District expressly reserves its management rights and all the rights conferred on it by law and contract. The District's rights (and those of the Project Labor Coordinator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location or in order to accommodate the instructional programs at various Project sites where school may be in session during periods of construction activity; and

(c) At its sole option, terminate, delay and/or suspend any and all portions of the Covered Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section); and

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles 10 and 12.

Section 10.3 Use of Materials. There should be no limitations or restrictions by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 10.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident. The use of this provision requires written approval by District. The District will provide the result to the Council.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Unions agree that they will not restrict the implementation of such devices or work methods The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor and the Parties shall immediately

consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 11.

Section 10.5 No Less Favorable Treatment. The Parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

ARTICLE 11 SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 11.1 Cooperation and Harmony on Site.

(a) This CSWPA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete the construction of the Project Work economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 8 or 10.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 8 and 9, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal Parties to any pending grievance to insure the time limits and deadlines are met.

Section 11.2 Processing Grievances. Any questions arising out of and during the term of this CSWPA involving its interpretation and application, but not jurisdictional disputes or alleged violations of Section 8.1, 8.4 and 8.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures. Questions between or among parties arising out of or involving the interpretation of a provision in a Schedule A Agreement, which is not provided for in this CSWPA, shall be resolved under the grievance procedure provided in that Schedule A Agreement.

Step 1. (a) **Employee Grievances.** When any employee subject to the provisions of this CSWPA feels aggrieved by an alleged violation of this CSWPA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A grievance should be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance

procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated.

Grievances and disputes settled at Step 1 shall be non-precedential except as to the Parties directly involved.

(b) Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3.

(a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor party may request in writing to the Project Labor Coordinator (with copy(ies) to the other Party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Michael Prihar; (2) Robert Steinberg; (3) Mike Rappaport; (4) Louis Zigman; (5) Walt Daugherty; and (6) Fred Horowitz. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this CSWPA.

Section 11.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 8 or 9.3, with a single exception that any employee discharged for violation of Section 8.2, or Article 9.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 11.4 Notice. The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this CSWPA), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 12
REGULATORY COMPLIANCE

Section 12.1 Compliance with All Laws. The Council and all Unions, Contractors, Subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Project Labor Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 12.2 Monitoring Compliance. The Parties agree that the District shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by all Contractors and Subcontractors with all federal and state laws and regulations that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Project Labor Coordinator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 12.3 Prevailing Wage Compliance. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who on its own, or with the assistance of the District's Labor Compliance Program, shall process, investigate and resolve such complaints, consistent with Section 7.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation, under this CSWPA.

Section 12.4 Violations of Law. Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its Subcontractors is in such violation, the District, in the absence of the Contractor or Subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work.

ARTICLE 13
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 13.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the District, the Project Labor Coordinator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Project Labor Coordinator and/or the District. These rules will be published

and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

(c) The Project Labor Coordinator may, at the request of the District, establish and implement, after negotiation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post-accident testing to the extent permitted by federal and state law. Should the Project Labor Coordinator approve an established program to which signatory Union(s) are currently a party, it shall become the project-wide substance abuse testing program, after consultation with the Unions. Until there is such a project-wide substance abuse testing procedure negotiated and/or otherwise adopted by the Project Labor Coordinator, the Parties agree that the Labor/Management Memorandum of Understanding ("MOU") on Drug Abuse Prevention and Detection negotiated with the various General Contractors Association and the Basic Trades Unions (titled Memorandum of Understanding testing policy for drug abuse; International Union of Operating Engineers Local Union 12; revised June 2009 as shown in Attachment C) shall be utilized under this CSWPA.

Section 13.2 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE 14 TRAVEL AND SUBSISTENCE

Section 14.1 Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this CSWPA, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this CSWPA shall be provided by the Contractor(s) according to the provision of the Schedule A(s) existing on the Effective Date of this CSWPA, and upon presentation of proof of any expense incurred.

ARTICLE 15 APPRENTICES

Section 15.1 Importance of Training. The Parties recognize the successful construction apprenticeship programs maintained by the District and to the greatest extent allowed by law agree to employ apprentices from these programs on Project Work. The Parties further recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program funded by Measure Q. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist local residents to commence and progress in Joint Labor/Management Apprenticeship Programs in the construction industry leading to participation in such Apprenticeship Programs. The District, the Project Labor Coordinator, other District consultants, the Contractors and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs. Apprentices, if utilized, must be enrolled in a Joint Labor/Management Apprenticeship Program.

Section 15.2 Use of Apprentices.

(a) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District, unless otherwise required by law, shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Union(s), District's Apprenticeship Programs and other, Apprenticeship Programs and Contractors to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(b) The Parties agree that all Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of apprentices.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this CSWPA unless there is a journeyman or other Contractor employee working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

Section 15.3 Joint Subcommittee on Training and Apprenticeship. To carry out the intent and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article 17 shall be established, jointly chaired by a designee of the District and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of District's Apprenticeship Programs, and to work with representatives of each apprenticeship committee and representatives of the District's Apprenticeship Programs to establish appropriate criteria for recognition by Joint Labor Management Apprenticeship Programs of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in the Joint Labor Management Apprenticeship Programs. The Joint Subcommittee will cooperate with and assist the District to facilitate students' entrance into the Joint Labor Management Apprenticeship Programs. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this CSWPA becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors signatory to this CSWPA and experienced in overseeing and participating in Apprenticeship Programs.

ARTICLE 16
PRE-JOB CONFERENCE

Section 16.1 Work Assignments. Consistent with Section 9.4, all work assignments should be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Project Labor Coordinator at least two weeks before starting work under this CSWPA, and the Project Labor Coordinator shall coordinate the scheduling of a pre-job conference with the Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article 9, the Project Labor Coordinator shall be promptly notified. At the pre-job conference, the Project Labor Coordinator shall review the District's employment and contracting programs and goals with the participants.

The Council and Union(s) failure to participate in the pre-job conference may be considered by the District as a breach of the Agreement.

ARTICLE 17 LABOR/MANAGEMENT AND COOPERATION

Section 17.1 Joint Committee. The Parties to this CSWPA shall establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the Project Labor Coordinator and three (3) representatives selected by the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management Parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request. Any JAC member wishing to call a meeting of the JAC shall contact the Project Labor Coordinator who shall schedule a meeting of the JAC if the Project Labor Coordinator believes such a meeting would be beneficial for the Parties or Contractors.

Section 17.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the CSWPA, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this CSWPA. Substantive grievances or disputes arising under Articles 8, 9, or 11 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

The Project Labor Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project work and estimated number of craft workers needed. The Committee, or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 17.3 Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this CSWPA.

**ARTICLE 18
SAVINGS AND SEPARABILITY**

Section 18.1 Savings Clause. It is not the intention of the District, the Project Labor Coordinator, Contractor or the Union Parties to violate any laws governing the subject matter of this CSWPA. The Parties hereto agree that in the event any provision of this CSWPA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the CSWPA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this CSWPA. Further, the Parties agree that if and when any provision(s) of this CSWPA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this CSWPA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this CSWPA, then the Parties agree that all Project Work that would otherwise be covered by this CSWPA should be continued to be bid and constructed without application of this CSWPA so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the CSWPA as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which results, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project.

**ARTICLE 19
WAIVER**

Section 19.1 Waiver. A waiver of or a failure to assert any provisions of this CSWPA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the CSWPA or change in the terms and conditions of the CSWPA and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

**ARTICLE 20
AMENDMENTS**

Section 20.1 The provisions of this CSWPA can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

**ARTICLE 21
DURATION OF THE CSWPA**

Section 21.1 Duration. This CSWPA shall be effective _____, 2014 for purposes of Project Work funded under Measure Q and advertised for bid ninety (90) days thereafter ("Effective Date") and shall remain in effect for three (3) years after the Effective Date or three (3) years from the first award of the Covered Project or Covered Contract whichever is

later (provided, however, it shall continue in effect for all work awarded prior to such termination date until the completion of such Project Work). The CSWPA will automatically renew for another three (3) year term unless either party provides written notice of its intent to terminate sent no earlier than ninety (90) days or later than sixty (60) days prior to the Termination Date or Successor Termination Date. The District shall determine the Termination Date(s) within its sole and exclusive discretion and Termination Date(s) will not be subject to challenge. The District will provide the Termination Date to the Council within three (3) months of the first award of a Covered Project or Covered Contract. It is agreed that all notices shall be provided to the District at:

Raul Rodriguez, Ph.D.
Chancellor
Rancho Santiago Community College District
2323 North Broadway, Suite 410
Santa Ana, California 92706-1640

Notices to the Council, on behalf of the Council and the Local Unions, will be provided to:

Ron Miller
Executive Secretary
Los Angeles/Orange Counties Building and Construction Trades Council
1626 Beverly Blvd.
Los Angeles, California 90026

The Parties agreed to discuss extensions and/or modifications of the CSWPA based on the District's determination as to whether the CSWPA achieved its intent and goal.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the CSWPA shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the CSWPA will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor.

Section 21.3 Continuation of Schedule A's. Schedule A's incorporated as part of this CSWPA shall continue in full force and effect, as previously stated, until the Contractor and Union Parties to the collective bargaining agreement(s), which are the basis for such Schedule A's, notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this CSWPA; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this CSWPA if such provisions are less favorable to the Contractor under the CSWPA than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this CSWPA. Any disagreement between the Parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the local collective bargaining agreement which is the basis for a Schedule A shall be resolved under the procedures established in Article 11.

Section 21.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the District saying that no work remains within the scope of the CSWPA.

ARTICLE 22 WORK OPPORTUNITIES PROGRAM

Section 22.1 Work Opportunity Programs. The Parties to this CSWPA support the development of increased numbers of skilled construction workers from among residents of the District and Orange County to meet the labor needs of covered projects specifically and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for District residents, the primary goals of which shall be to maximize (1) construction work opportunities for County and District residents, and (2) business opportunities for traditionally underrepresented members of the community, minority and women-owned business, and disabled veteran-owned businesses in the construction industry, the latter goal being consistent with the Government Code requirement that public agencies promote and encourage the use of these organization on public projects. In furtherance of the foregoing, the Unions specifically agree to:

- (a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified District residents as journeymen, and apprentices on Covered Projects and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and
- (b) Work cooperatively with the District, the Project Labor Coordinator, and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and
- (c) Participate in District based job fairs, career days and outreach events; and
- (d) Provide speakers to speak at District programs and Academies as requested; and
- (e) Assist District residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Unions shall assist District residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including

experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide District residents for work on this Project; and

(f) Allow tours of their JACs as requested; and

(g) Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

(h) Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.

**ARTICLE 23
HELMETS TO HARDHATS**

Section 23.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment and construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

Section 23.2 Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project.

In witness whereof the Parties have caused this Community and Student Workforce Project Agreement for Rancho Santiago Community College District Construction and Major Rehabilitation Funded by Measure Q to be executed as of the date and year below stated.

Dated: _____

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____
[Insert Name and Title]

Dated: _____

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES
COUNCIL

By: _____
Executive Secretary

APPENDIX A
MEASURE Q PROJECTS

1. Central Chiller Plant - \$40.1 million
2. Johnson Center Renovation - \$10 million
3. New Science (STEM) Center - \$40 million
4. New Health Science Center - \$30.3 million

DRAFT

ATTACHMENT A - LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Community and Student Workforce Project Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE

Project Labor Coordinator

Address

Address

Address

Attention: _____

Re: Rancho Santiago Community College District Community and Student Workforce Project Labor Agreement

Dear Sir:

This is to confirm [Name of Company] agrees to be party to and bound by the Rancho Santiago Community College District Community and Student Workforce Project Agreement - for School Construction Major Rehabilitation Funded by Measure Q effective _____, as such Agreement may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [Contract No. _____ and Name of Project/School], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:

[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 4, Section 4.4(b)]

ATTACHMENT B - CSWPA CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill all hiring requirements for this project. A duplicate fax request is to be sent to the Project Labor Coordinator. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Rancho Santiago Community College District (District) Community and Student Workforce Project Agreement sets the goal that 66% of all of the labor and craft positions shall be from workers residing in the County of Orange and 50% of the positions are filled by residents of the District's service area which covers the following zip codes:

92602	92606	92610	92612	92614	92618 92620	92626	92627	92660
92675	92676	92679 92688	92701	92703	92704	92705	92706	92707
92707	92708	92780	92782	92802	92805 92806	92807	92808	92840
92843	92861	92862	92865	92866	92867	92868	92869	92883 92887

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records and send a copy to Project Labor Coordinator.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: Project Labor Coordinator
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ **Contact Fax:** () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request rec'd:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

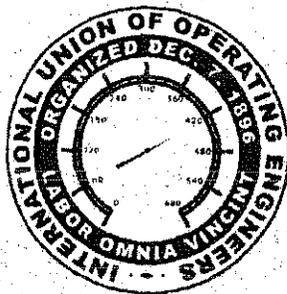
Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
District (zip code) resident (See zip code list above)	Yes _____	No _____
Veteran	Yes _____	No _____
Graduate of District's JATC (Carp, Elect & O.E., only)	Yes _____	No _____
Current District JATC apprentice (Carp, Elect & O.E., only)	Yes _____	No _____
Orange County resident	Yes _____	No _____
Regular dispatch from out of work list	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT C
DRUG TESTING LANGUAGE

DRAFT

**MEMORANDUM
OF
UNDERSTANDING**



**TESTING POLICY FOR
DRUG ABUSE**

Revised June 2009

**International Union of
Operating Engineers
Local Union No. 12**



-INTRODUCTION-

At the June 1991 General Membership Meeting, the members in attendance acknowledged the need of some form of drug testing that would keep the jobsite safe while at the same time protect each member's individual rights under the constitution.

When signatory contractors were not being allowed to bid on projects because they had no official drug testing policy, it became obvious that we were going to have to develop a test to remedy that problem. We feel that within the confines of this addendum the best and fairest for all has been accomplished.

This Memorandum of Understanding is actually an addendum to Local 12's Master Labor Agreement. All the provisions in this shall be adhered to and enforced by Local 12. No member shall be subjected to any provision outside of this memorandum. If any employer asks a member to test for substance abuse and asks for any procedures outside of what is outlined here or in the Side Letter of Understanding on page 11 - that employer is in violation of the Master Labor Agreement and you are not required to comply.

Substance abuse has become a national problem. While jobsite safety has always been a priority in Local 12, it is not the intent of this policy to subject any member to a test that all members on a project are not subjected to.

You, as a member working under these conditions have rights as well as obligations. If you have any questions please contact this office or your business representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Wm. C. Waggoner". The signature is fluid and cursive, with a long horizontal stroke at the end.

Wm. C. Waggoner, Business Manager &
General Vice President

This Memorandum of Understanding shall be considered as an addendum to the Master Labor Agreement currently in effect between the parties. It shall be effective as of the date it is signed and shall thereafter run concurrently with the Master Labor Agreement.

The parties recognize the problems which drug abuse has created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug free work environment, individual Employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Employer, the following items have been agreed upon by the Labor and Management and will apply.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Master Labor Agreement.

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Agreement.

3. No Employer may implement drug testing at any jobsite unless written notice is

given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the International Union of Operating Engineers, 150 East Corson Street, Pasadena, California 91103. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the Master Labor Agreement, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the project to be tested. With respect to individuals who become employed on the project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraph 5(f)(1) through 5(f)(3) of this Agreement. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplies Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these

SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

f. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall

again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the Union. Notice to the Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the Operating Engineers bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be

removed from the Employer's payroll.

a. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on construction projects under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the applicable Master Labor Agreement.

9. The establishment or operation of this Agreement shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction of a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If

work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the Union. Such release to the Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

**DRUG ABUSE PREVENTION AND DETECTION
APPENDIX A - CUTOFF LEVELS**

DRUG	SCREENING METHOD	SCREENING LEVEL**	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	EMIT	1000 ng/ml*	GC/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	GC/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	GC/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	GC/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	GC/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml

* SAMHSA specified threshold

** A sample reported positive contains the indicated drug at or above the cutoff level for that drug.
A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

GC/MS - Gas Chromatography/Mass Spectrometry

- 10 -

**SIDE LETTER
OF
UNDERSTANDING**

In regard to the Memorandum of Understanding on Drug Abuse Prevention and Detection agreed to by the parties, it is agreed that if, as a condition of contract award or due to Federal, State or Governmental Agency requirements, an individual Employer is required to abide by or implement more stringent requirements than set forth in the Memorandum of Understanding, the individual Employer will notify the Union in writing of those requirements. The Union reserves the right, upon receiving notification, to require the individual Employer to meet to negotiate any changes.

Agreed to this 18th day of June, 1991.

**ASSOCIATED GENERAL
CONTRACTORS OF CALIFORNIA, INC.**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 12**

Wm. C. Waggoner
Business Manager

Mickey J. Adams
President

Ronald J. Sikorski
Vice President

**SIDE LETTER
OF
AGREEMENT
TESTING POLICY
FOR DRUG ABUSE**

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

Agreed to this 5th day of November, 2004.

**ASSOCIATED GENERAL
CONTRACTORS OF CALIFORNIA, INC.**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 12**

Wm. C. Waggoner
Business Manager

Mickey J. Adams
President

Ronald J. Sikorski
Vice President

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

To:	Board of Trustees	Date: March 24, 2014
Re:	Approval of Agreement with DPR Construction Company for Lease-Leaseback Services Dunlap Hall Renovations at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On December 9, 2013, the Board of Trustees previously adopted Resolution No. 13-43 which approved undertaking a Request for Qualifications and Proposals (RFQ/RFP) for lease-leaseback services for the three Santa Ana College projects which have now been combined as one construction contract. Education Code Section 81335 is the lease-leaseback provision which allows districts to lease real property for the purpose of constructing buildings and improvements for district use. This delivery method has been recognized by the state legislature for years as a proven method to deliver educational facilities on time, on budget and with a reduced level of public agency risk associated with design issues, delays and cost overruns.

A shortlist of prequalified contractors was established with five qualified firms on November 8, 2013. The RFQ #1314-09 was previously released and advertised on September 20, 2013 with a deadline to respond by October 21, 2013. Five firms responded, which included CW Driver, DPR Construction, Hensel Phelps, McCarthy Building Companies, Inc. and Tilden-Coil. The RFQ required that the contractors provide the following information: proof of valid, current and in good standing contractor license; a record of past performance; team member experience; team member resumes; project related history and experience within the last five years; type of project experience; community college experience; experience with the lease-leaseback delivery method; a good standing safety record; able to meet insurance requirements; history of claims, arbitrations and litigation; confidential financial records to be returned to the contractor at the close of the RFQ; and required forms and certifications including a statement of non-conflict of interest. A committee of six reviewed the responses and by consensus deemed all five companies qualified for the shortlist.

ANALYSIS:

Subsequently RFP# 1314-17 for the above project was then released on November 20, 2013 with a closing deadline to respond by February 3, 2014. A job walk was held on November 22, 2013 and four companies attended, McCarthy Building Companies, Inc., Tilden-Coil, DPR Construction, CW Driver. The District received two responses from McCarthy Building Companies, Inc. and DPR Construction. The RFP was a competitive bid requesting that interested lease-leaseback providers solicit bids and provide the District with a proposal response that outlined an initial Guaranteed Maximum Price (GMP) for the project.

The RFP required that the interested lease-leaseback providers provide the following information in their proposal to the District: a list of all bidders solicited, information on the prequalification process of sub-contractors; methods and plan to execute the project, the proposed project team, a record of past performance, safety record, the proposed price for the project broken down by sub-bid categories, a listing of all the sub-contractor bids, general conditions breakdown, clarifications, allowances, contingencies, fees and a schedule for the project.

A committee of four reviewed the proposals and held interviews with McCarthy Building Companies, Inc. and DPR Construction on February 4, 2014 and February 21, 2014. After such interviews and review of initial Guaranteed Maximum Price (GMP) proposals the committee determined to continue with final GMP negotiations with DPR Construction. Subsequently, the District met with DPR Construction on March 7, 2014 and reviewed the final GMP proposal gain on March 13, 2014. The committee reviewed 34 categories of work and each of the bidders in the categories. DPR Construction solicited more than 230 subcontractors to bid the project. There was a good bid turnout for the project and the committee concurred that there was adequate bid coverage and that the proposal met the corresponding qualifications and RFP requirements. The committee met and discussed each of the categories of cost for the Final Guaranteed Maximum Price along with the terms of the Construction Services Agreement, Site Lease and Facilities Sub-Lease Agreements as reviewed and prepared by Hugh Lee, legal counsel.

The Summary of the Guaranteed Maximum Price breakdown of costs is as follows:

Rental Payments	\$ 1.17
Guaranteed Maximum Price	\$ 12,802,243
District Contingency at 6% (of Total GMP)	\$ 768,100
Total Contract Value	\$ 13,570,344.17

Any unused contingency is returned to the District at the end of the project once a final reconciliation of costs and accounting is completed to close the project. The final accounting to close out the contract will be brought back at the same time a Notice of Completion is accepted by the Board of Trustees.

The anticipated construction duration is expected to start date April 1, 2014 through June 3, 2015. The total contract with DPR Construction Company is for \$13,570,344.17.

This agreement is with DPR Construction Company to construct a project pursuant to Education Code section 81335 and to enter into a Site Lease, Facilities Sub-Lease, and Related Construction Agreements regarding Dunlap Hall Renovations at Santa Ana College as presented.

This project is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the contract with DPR Construction Company for Lease-Leaseback services as presented.

Fiscal Impact:	\$13,570,344.17	Board Date: March 24, 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: 3/24/14

Project: **Dunlap Hall Renovations**

Site: **Santa Ana College**

Consultant: **DPR Construction**

Type of Service: Lease-Leaseback Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Contract Amount		\$ 13,570,344.17	\$ -	3/25/2014	6/30/2015
Total Agreement Amount		\$ 13,570,344.17			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Agreement to enter into a Site Lease, Facilities Sub-Lease, and Related Construction Agreements regarding Dunlap Hall Renovations at Santa Ana College

Total Proposed Amount: \$ **13,570,344.17**

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

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

To:	Board of Trustees	Date: March 24, 2014
Re:	Ratification of Agreement with Ninyo & Moore for Materials Testing and Inspection Consulting Services for the Planetarium, Parking Lot #11 and Temporary Village at Santa Ana College	
Action:	Request for Ratification	

BACKGROUND:

This is a new agreement for materials testing and inspection consulting services for the Planetarium, Parking Lot #11 and Temporary Village at Santa Ana College. Materials testing and inspection services are required during the course of construction and is also a Division of State Architect requirement for this project.

ANALYSIS:

A Request for Qualifications (RFQ) #1314-03 for materials testing and inspection services was released on August 28, 2013, with a due date of September 10, 2013. Eight firms responded to the RFQ. A panel of five committee members reviewed the responses on September 11, 2013. All firms were deemed qualified for the shortlist.

A Request for Proposal (RFP) #1314-35 for Materials Testing & Inspection Services was released to five of the pre-qualified firms on January 27, 2014 with a due date of February 5, 2014. The District received three responses from Converse, Ninyo & Moore, GeoAdvantec, Southwest Industries and Smith-Emory. A panel of three members convened on February 13, 2014 to review the proposals and conducted interviews on February 24, 2014 with Converse, Ninyo & Moore and GeoAdvantec. The review was based on schedule, scope of work, and type of inspection needed for the project. Due to the need to start this consulting service, Vice Chancellor of Business Operations/Fiscal Operations authorized this agreement and inspection commenced at the same time as construction which started on March 7, 2014. Hourly rates average \$99 per hour with the highest hourly rate being \$154 and the lowest \$58. The cost of this contract is a not to exceed fee of \$79,828.

The services covered by this agreement commenced March 7, 2014 and ends December 31, 2014.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the agreement with Ninyo & Moore for Materials Testing and Inspection Services for the Planetarium, Parking Lot #11 and Temporary Village project at Santa Ana College as presented.

Fiscal Impact:	\$79,828	Board Date: March 24, 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: 3/24/2014

**Project: Tessman Planetarium, Parking Lot #11,
Temporary Village**

Site: Santa Ana College

Consultant: Ninyo & Moore

Type of Service: Materials Testing & Inspection

Agreement Summary	No.	Amount	Reimbursables	Start	Duration End
Contract Amount		\$ 79,828.00	\$ -	3/7/2014	12/31/2014
Total Agreement Amount		\$ 79,828.00			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Agreement to enter into a Site Lease, Facilities Sub-Lease, and Related Construction Agreements regarding Dunlap Hall Renovations at Santa Ana College

Total Proposed Amount:				\$	79,828.00
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Contract End Date:					12/31/2014
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 24, 2014
Re:	Approval of Change Order #8, Bid #1180 – Perimeter Site Improvements for Santa Ana College	
Action:	Request for Approval	

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

The deductions and credits are for various items associated with landscape and planter wall work.

Change Order #8 decreases the contract by \$13,514. The revised contract amount is \$5,667,910.10. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 10.3% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #8, Bid #1180 for WoodCliff Corporation, perimeter site improvements at Santa Ana College as presented.

Fiscal Impact:	(\$13,514)	Board Date: March 24, 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: 3/24/2014
 Project No. 1180
 Site: SAC
 Change Order (CO) No. : 8

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 \$143,975.49
Previous Change Orders	2	\$7,755.00	0.2%	Balance \$31,024.51
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%	
Previous Change Orders	7	\$91,609.00	1.8%	
This Change Order	8	-\$13,514.00	-0.3%	
Total Change Order (s)		\$530,910.10	10.3%	
Revised Contract Amount		\$5,667,910.10		

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	CREDIT - for the substitution of the paint primer for the signs	RSCCD	4		\$ (350.00)	\$ -	\$ (350.00)
2	CREDIT - At the corner of Bristol and Washington, remove the straight walls between the ends of the radius wall pilasters per Bulletin 40	Architect	2		\$ (6,656.00)	\$ -	\$ (6,656.00)
3	Addition concrete demolition and removal is required to patch back to the existing surrounding areas.	RSCCD	2			\$ 872.00	\$ 872.00
4	CREDIT - Provide 24" box trees in lieu of 36" box trees	Architect	2		\$ (6,800.00)	\$ -	\$ (6,800.00)
5	CREDIT - The time capsule specified is manufactured to be direct burial, the manufacture does not require concrete.	RSCCD	2		\$ (1,070.00)	\$ -	\$ (1,070.00)
6	Revise finish landscape grading from existing trees back of City sidewalk or back of curb. Adjust planting and irrigation to fill the areas per Bulletin 46 (Original Quote \$2,004)	Architect	2			\$ 1,290.00	\$ 1,290.00



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

Board Date: 3/24/2014
 Project No. 1180
 Site: SAC
 Change Order (CO) No. : 8

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

7	CREDIT - The Carex plant installed in parking lot 1 are smaller than the approved material	RSCCD	2		\$ (800.00)	\$ -	\$ (800.00)
							\$ -
Subtotal					\$ (15,676.00)	\$ 2,162.00	\$ (13,514.00)
Grand Total							\$ (13,514.00)

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:	March 24, 2014
Re:	Ratification of Award for Informal Bid #1220 – Santiago Canyon College Sports Field Netting Project		
Action:	Request for Ratification		

BACKGROUND:

In compliance with the Uniform Public Construction Cost Accounting Act, Bid #1220 Santiago Canyon College Field Netting Project was advertised and bid invitations were sent to all contractors on the District qualified contractor's list, in accordance with the provisions of Public Contract Code Section 22034.

ANALYSIS:

Bids were opened on December 17, 2013 for the field netting project as noted on the attached bid results form. West Coast Netting, Inc., submitted the lowest responsive bid for the amount of \$112,500 for the installation of the net. The Vice Chancellor of Business Operations/Fiscal Services authorized the award of the contract to West Coast Netting, Inc.

RECOMMENDATION:

It is recommended that the Board ratify the award of Bid #1220 to West Coast Netting, Inc. as presented.

Fiscal Impact:	\$112,500	Board Date:	March 24, 2014
Prepared by:	Alex Oviedo, District Support Supervisor		
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		

4.6(2)

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

To:	Board of Trustees	Date: March 24, 2014
Re:	Rejection of Claim	File # 14-032414GY
Action:	Request for Approval	

RECOMMENDATION

The district's legal counsel recommends that the Board of Trustees reject claim # 14-032414GY and authorize the Chancellor, or designee, to transmit a notice of rejection to the claimant.

Fiscal Impact:	None	Board Date: March 24, 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
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 24, 2014
Re:	Rejection of Claim	File # 04-3241DE
Action:	Request for Approval	

RECOMMENDATION

The district's legal counsel recommends that the Board of Trustees reject claim #04-03241DE and authorize the Chancellor, or designee, to transmit a notice of rejection to the claimant.

Fiscal Impact:	None	Board Date: March 24, 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
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: March 24, 2014
Re:	Approval of Agreement with Seville Construction Services, Inc. for Construction Management Services for Various Projects at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On November 16, 2009, the Board of Trustees awarded a contract to Seville Construction Services, Inc. for construction management services relating to a multi-prime construction contract for various Santiago Canyon College projects including the relocation of physical education modular buildings; the Athletics and Aquatics Complex; the Humanities Building; the Science Building; the Maintenance and Operations Building; various road improvements; and parking lot areas. These projects were constructed using the multi-prime construction delivery method.

ANALYSIS:

The projects at Santiago Canyon College have multiple prime contracts as well as approximately 13 remaining open Division of State Architect applications associated with the construction of the various projects noted above since 2009. Early on in the Humanities project, two contractors defaulted on contracts and the surety was brought in to find replacement contractors. This event caused challenges and delays to the project resulting in the extension in time for additional professional consulting services relating to the projects including DSA inspection and architect contract extensions. The District is still in need of closing out contracts associated with the Humanities project.

Given Seville was the primary construction manager and district authorized representatives on the projects, it is necessary to extend their construction management services to complete the close out of these contracts as some are in dispute over change orders and time extensions. The existing Seville construction management consulting contract has exhausted the fees to cover the duration of time needed to complete the close out tasks with these contracts. The original contract was an hourly fee based contract. The District desires to close out the remaining contracts but needs the assistance of the construction manager in this process as they are the most knowledgeable regarding the contractors and the project history. The District is requiring that a new agreement be executed to complete the remaining close-out activities for these projects. This agreement has been negotiated from an hourly fee originally at \$76,880 to a fixed fee contract in the amount of \$50,000 to continue services from March 25, 2014 through June 30, 2014. The duration of time is based on an estimate to close-out the projects.

This contract is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Agreement with Seville Construction Services, Inc. for construction management services for various projects at Santiago Canyon College as presented.

Fiscal Impact:	\$50,000	Board Date: March 24, 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: 3/24/14

Project: Humanities, Athletic/Aquatic Complex, Site Improvement Projects, Parking Lot and Access Roads

Site: Santiago Canyon College

Consultant: Seville Construction Services, Inc.

Type of Service: Construction Management Services

Agreement Summary	No.	Amount	Reimbursables	Start	Duration End
Contract Amount		\$ 50,000.00	\$ -	3/25/2014	6/30/2014
Total Agreement Amount		\$ 50,000.00			
		<i>(Fixed Fee)</i>			

DESCRIPTION:

Additional construction management services for the close out of Santiago Canyon College Humanities and the Athletic/Aquatic Complex and the construction of several site improvement projects (new student parking lot and access roads)

Total Proposed Amount:	Fixed Fee	\$	50,000.00
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Contract End Date:	6/30/2014
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date:	March 24, 2014
Re:	Approval of Hawthorne School District Bid #13-14-1, Furniture and Accessories		
Action:	Request for Approval		

BACKGROUND

Many years ago the District developed standards on numerous classroom and office furniture items. These items were selected based on quality, functionality, style and cost-effectiveness. The Hawthorne School District Bid 13-14-1 Furniture and Accessories has many of our standardized items. To utilize this bid, Board approval is required.

ANALYSIS

Board approval will allow our District to purchase identical furniture and accessories under the same terms and conditions on an as needed basis. The Hawthorne School District Bid 13-14-1 meets all legal requirements including allowing school and community college districts to piggyback.

Attached are excerpts (Board Action & Summary of Bid) related to Hawthorne School District Bid 13-14-1 awarded to Concepts School & Office Furnishings and Culver-Newlin, Inc. Listed below is discount information awarded to Concepts School & Office Furnishings and Culver-Newlin, Inc.

Concepts School & Office Furnishings	42 – 54.5% off list
Culver-Newlin, Inc.	20 – 54.5% off list

The approval and utilization of this bid is in the best interest of the District because it allows us discount pricing and convenient procurement of quality, functional, cost-effective items that match our existing furniture standards. This bid is good through February 25, 2015 and may be extended for four additional one-year terms.

The complete bid can be obtained in the Purchasing Department.

RECOMMENDATION

It is recommended that the Board of Trustees approve Hawthorne School District Bid #13-14-1 for Furniture and Accessories awarded to Concepts School & Office Furnishings and Culver-Newlin, Inc. and all renewals and amendments as presented.

Fiscal Impact:	N/A	Board Date:	March 24, 2014
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services		
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

Hawthorne SD Agenda Online

Meeting: Regular Meeting : VI. Action Items

Created : February 27, 2014 at 11:04 AM

e. Award Bid 13-14-1 Furniture and Accessories (v)

February 26, 2014

Motion Made By : Luciano Aguilar.

Motion Seconded By : Sergio Mortara.

Requested Action

Motion: Accept bids received for Bid 13-14-1 Furniture and Accessories and approve to lowest, responsive, responsible bidders: Culver Newlin and Concepts School and Office Furnishings.

Rationale

Administration recommends approving the acceptance of Bid #13-14-1 Furniture and Accessories and to award multiple line items to Culver Newlin and Concepts School and Office Furnishings.

The bid was co-sponsored with Rowland Unified School District and will be used by other school districts and community college districts, including any county, city, town or public corporation or agency within the State of California by virtue of its "piggyback" clause.

Administration recommends rejecting bids from Virco and Demco as non-responsive bidders pursuant to the terms of the bid:

Virco failed to sign the bid form and is deemed a non-waivable omission.

Demco submitted bid late and was returned unopened.

Award of Line Items:

Culver Newlin: 1-94, 111-127, 135-165, 171-235, 241-259, 264-291, 299-340, 348-359, 365-372, 377-396, 403-405, 408-410, 425-504, 509-536, 546-557, 560-574, 580-627, 629-664, 674-687, 693-694

Concepts School and Office Furnishings: 57, 95-110, 128-134, 166-170, 236-240, 260-263, 341-347, 360-364, 373-377, 397-401, 411-424, 537-545, 575-579, 688-692.

Due to the length of this document, a complete copy is available in the Administrative Services Department. Anyone interested in reviewing a complete copy may contact Gioconda Padilla, Purchasing Director at the District Office.

Advertisement dates:

Herald Publications and Challenge News: November 14, 2013, and November 21, 2013

Goals

Fiscal Responsibility: Efficiently allocate resources (i.e. facilities, equipment, supplies, etc.) to support student learning

Financial Impact

Funding Source: n/a

Contacts

Recommended by Helen E. Morgan, Ed.D., Superintendent.

4.10(2)

Votes

Motion Made By : Luciano Aguilar.

Motion Seconded By : Sergio Mortara.

Sergio Mortara - **Yes**

Cristina Chiappe - **Yes**

Alexandre Monteiro - **Yes**

Luciano Aguilar - **Yes**

Eugene Krank - **Yes**

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School and Office Furnishings	
				Quantity	Unit Price	Quantity	Unit Price
11	9 to 5 Seating	OF1560Y2A8ST01	Chair, Mid-Back Synchro Tilt With 2 Way Adjustable Lumbar, Adjustable Height Arms, Back With 5 Position Tilt Lock, Black Mesh Back And Air Grid Black Mesh Seat, Silver Arms.	1-20	\$ 311.78	1-20	N/B
12				21-50	\$ 305.88	21-50	N/B
13				51+	\$ 299.13	51+	N/B
14	9 to 5 Seating	OF2610K1A16L31	Chair, Executive High Back with Knee Tilt, Padded Leather Pillowcase Surface, Waterfall Seat	1-20	\$ 318.99	1-20	N/B
15				21-50	\$ 312.55	21-50	N/B
16				51+	\$ 307.93	51+	N/B
17		Disc	Percentage Discount on 9 to 5 Seating Items	Disc %	50%	Disc %	N/B
			<i>Price List No:</i>	PL2014		N/B	
			<i>Applicable Price Column</i>	N/A		N/B	
18	Aaria Seating	OFAELE72CBG	Chair, Elektra High Back Executive, Chrome Base & Arms, Beige Caressoft Plus Vinyl, Spring-Tilt Mech.	1-20	\$ 324.00	1-20	N/B
19				21-50	\$ 315.00	21-50	N/B
20				51+	\$ 289.00	51+	N/B
21		OFAELD72M	Chair, Amadeus High Back Executive, Mahogany Base & Arms, Black Caressoft Plus Vinyl, Spring-Tilt Mech.	1-20	\$ 300.00	1-20	N/B
22				21-50	\$ 290.00	21-50	N/B
23				51+	\$ 269.00	51+	N/B
24		Disc	Percentage Discount on Aaria Seating Items	Disc %	40%	Disc %	N/B
			<i>Price List No:</i>	PL2014		N/B	
			<i>Applicable Price Column</i>	N/A		N/B	

4.10(4)

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School and Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
67	AMNEON	Disc	Percentage Discount on AMNEON Items	Disc %	20%	Disc %	N/B	
			<i>Price List No:</i>	PL2014		N/B		
			<i>Applicable Price Column</i>	N/A		N/B		
68	Arcadia Contract Furniture	5581	Hush Free Standing Lounge Chair (34"x33.5"x45.5")	1-9	\$ 1,324.00	1-9	N/B	
69				10+	\$ 1,314.00	10+	N/B	
70		4551	Serafina Lounge Chair with Fixed Legs and Wood Arm (28"x31.5"x32")	1-9	\$ 911.80	1-9	N/B	
71				10+	\$ 901.80	10+	N/B	
72		110	Cylinder Table (18"x18")	1-9	\$ 604.66	1-9	N/B	
73				10+	\$ 592.80	10+	N/B	
74		Disc	Disc	Percentage Discount on Arcadia Contract Furniture Items	Disc %	40%	Disc %	N/B
				<i>Price List No:</i>	2011 +4%		N/B	
				<i>Applicable Price Column</i>	Grade 1		N/B	
75		Artco-Bell	D100	Four Leg Stacking Chair	1-9	\$ 48.55	1-9	\$ 29.10
76	10+				\$ 45.82	10+	\$ 29.10	
77	D700		Four Leg Combination Desk	1-9	\$ 121.50	1-9	\$ 89.40	
78				10+	\$ 117.16	10+	\$ 89.40	
79	P308		Z-Leg Chair	1-9	\$ 95.50	1-9	\$ 60.50	
80				10+	\$ 91.64	10+	\$ 60.50	

4.10(5)

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School and Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
81	Artco-Bell	Disc	Percentage Discount on Artco-Bell Items	Disc %	42%	Disc %	53%	
			<i>Price List No:</i>	PL2014		2014		
			<i>Applicable Price Column</i>	N/A		List		
82	Artopex	TC-1428	Artopex Furniture	1-4	\$ 427.50	1-4	N/B	
83				5-20	\$ 422.89	5-20	N/B	
84				21+	\$ 417.78	21+	N/B	
85		TC-1575	Artopex Furniture	1-4	\$ 307.50	1-4	N/B	
86				5-20	\$ 302.78	5-20	N/B	
87				21+	\$ 299.89	21+	N/B	
88		TC-3578	Artopex Furniture	1-4	\$ 738.88	1-4	N/B	
89				5-20	\$ 732.78	5-20	N/B	
90				21+	\$ 769.99	21+	N/B	
91		TC-4602	Artopex Furniture	1-4	\$ 504.00	1-4	N/B	
92				5-20	\$ 499.78	5-20	N/B	
93				21+	\$ 492.88	21+	N/B	
94		Disc	Disc	Percentage Discount on Artopex Items	Disc %	25%	Disc %	N/B
				<i>Price List No:</i>	PL2014		N/B	
				<i>Applicable Price Column</i>	N/A		N/B	

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School and Office Furnishings	
				Quantity	Unit Price	Quantity	Unit Price
122	Boss Office Products	Disc	Percentage Discount on Boss Office Products Items	Disc %	50%	Disc %	N/B
			<i>Price List No:</i>	PL2014		N/B	
			<i>Applicable Price Column</i>	N/A		N/B	
123	Bretford	3521-GM	Connections Work Centers	1-9	\$ 428.00	1-9	N/B
124				10+	\$ 423.00	10+	N/B
125		ECILS1-BK	Projector Carts with Pull-Out Notebook shelves for Presentations	1-9	\$ 390.00	1-9	N/B
126				10+	\$ 382.33	10+	N/B
127		Disc	Percentage Discount on Bretford Items	Disc %	30%	Disc %	N/B
				<i>Price List No:</i>	PL2014		N/B
	<i>Applicable Price Column</i>			N/A		N/B	
128	Canam	C600	U-shape desk	1-9	\$ 1,526.40	1-9	\$ 875.60
129				10+	\$ 1,506.40	10+	\$ 874.60
130		C400	L-shaped desk	1-9	\$ 1,104.40	1-9	\$ 699.90
131				10+	\$ 1,184.40	10+	\$ 698.90
132		C200	Single Pedestal desk	1-9	\$ 608.30	1-9	\$ 265.90
133				10+	\$ 678.30	10+	\$ 265.90

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School and Office Furnishings	
				Quantity	Unit Price	Quantity	Unit Price
146	Carpet for Kids	Disc	Percentage Discount on Carpet for Kids Items	Disc %	26%	Disc %	47%
			<i>Price List No:</i>	PL2014		2014	
			<i>Applicable Price Column</i>	N/A		List	
147	Chromcraft Contract	Y930 155 77	Faucet Four Leg Guest Chair	1-20	\$ 246.14	1-20	N/B
148				21+	\$ 231.12	21+	N/B
149		R040 20C 77	Flipp Training Table	1-20	\$ 659.12	1-20	N/B
150				21+	\$ 638.14	21+	N/B
151		Disc	Percentage Discount on Chromcraft Contract Items	Disc %	40%	Disc %	N/B
	<i>Price List No:</i>			3/1/2013		N/B	
	<i>Applicable Price Column</i>			N/A		N/B	
152	Claridge Products and Equipment	OFMGM46	4' x 6' Magnetic Glass Markerboard	1-9	\$ 1,198.00	1-9	N/B
153				10+	\$ 1,059.00	10+	N/B
154		OFMGM34	3' x 4' Magnetic Glass Markerboard	1-9	\$ 733.20	1-9	N/B
155				10+	\$ 649.00	10+	N/B
156		Disc	Percentage Discount on Claridge Products and Equipment Items	Disc %	40%	Disc %	N/B
	<i>Price List No:</i>			PL2014		N/B	
	<i>Applicable Price Column</i>			N/A		N/B	

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School and Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
157	Clarín	3400B	Portable Folding Chair 3" thick seat foam, Grade 1 vinyl seat and back	1-9	\$ 111.99	1-9	N/B	
158				10+	\$ 107.99	10+	N/B	
159		8012VTA	Meridian flex back chair	1-9	\$ 293.89	1-9	N/B	
160				10+	\$ 285.68	10+	N/B	
161		8240	Latitude flex-chair, available with upholstered seat and poly back and a swivel base	1-9	\$ 174.56	1-9	N/B	
162				10+	\$ 168.70	10+	N/B	
163		9700TL	18" or 20" Deep Fixed Seating and Tables straight table with PVC edge or T-mold Edge	1-9	\$ 517.23	1-9	N/B	
164				10+	\$ 512.11	10+	N/B	
165		Disc	Percentage Discount on Clarín Items		Disc %	25%	Disc %	N/B
			<i>Price List No:</i>		PL2014		N/B	
	<i>Applicable Price Column</i>		N/A		N/B			
166	Community	19A	Library chair, Class Act series, oak frame, sled base, no arms, solid wood	1-29	\$ 138.53	1-29	\$ 123.74	
167				30+	\$ 136.53	30+	\$ 122.74	
168		303A	Library chair, Americana series, ladder back, selected hardwood frame, no arms	1-29	\$ 130.57	1-29	\$ 124.99	
169				30+	\$ 130.57	30+	\$ 123.99	
170		Disc	Percentage Discount on Community Items		Disc %	49.50%	Disc %	51.2%
			<i>Price List No:</i>		PL2014		2014	
	<i>Applicable Price Column</i>		N/A		List			

4.10(9)

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School and Office Furnishings					
				Quantity	Unit Price	Quantity	Unit Price				
193	DMI Office Furniture	Disc	Percentage Discount on DMI Office Furniture Items	Disc %	46%	Disc %	N/B				
			<i>Price List No:</i>	PL2014		N/B					
			<i>Applicable Price Column</i>	N/A		N/B					
194	Engineered Storage Systems (Cunningham Storage Systems).	CSS 2013	Single tier integrated frame all welded locker, 1" thick door formation, integral door frame, 1-piece top, back, and bottom for locker group, and continuous piano hinges 12"W x 12"D x 60"H	1-9	\$ 637.17	1-9	N/B				
195				10+	\$ 574.18	10+	N/B				
196		Disc	Percentage Discount on Engineered Storage Systems Items	Disc %	List + 10.5%	Disc %	N/B				
	<i>Price List No:</i>							PL2014		N/B	
	<i>Applicable Price Column</i>							N/A		N/B	
197	Ergonomic Comfort Design Inc	MC3407 – BLK	Ergonomic Task Chair mesh back/without arms/upholstered seat/swivel/tilt control/seat height adjustment/26" base/60mm casters	1-49	\$ 157.92	1-49	N/B				
198				50-99	\$ 155.92	50-99	N/B				
199				100+	\$ 153.92	100+	N/B				
200		MC3404 –BLK	Ergonomic Lab Stool mesh back /upholstered seat/without arms/swivel/tilt control/seat height adjustment/26" base/60mm casters	1-49	\$ 215.52	1-49	N/B				
201				50-99	\$ 213.52	50-99	N/B				
202				100+	\$ 211.52	100+	N/B				
203		MC3416C-BLK	Ergonomic Conference/training area chair/with loop arms/mesh back /upholstered seat/swivel/tilt control/seat height adjustment/26" base/60mm casters	1-49	\$ 171.84	1-49	N/B				
204				50-99	\$ 169.84	50-99	N/B				
205				100+	\$ 167.84	100+	N/B				

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School and Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
206	Ergonomic Comfort Design Inc	Disc	Percentage Discount on Ergonomic Comfort Design Inc Items	Disc %	52%	Disc %	N/B	
			<i>Price List No:</i>	PL2014		N/B		
			<i>Applicable Price Column</i>	Grade C		N/B		
207	Encore and ONQ Seating	5191-M	Escape Mid-Back Executive Management Synchro Tilt Chair (26"x26"x40")	1-9	\$ 481.00	1-9	N/B	
208				10+	\$ 474.00	10+	N/B	
209		2610	Lingo Guest/Stack Chair (23.5"x23.5"x31")	1-9	\$ 252.80	1-9	N/B	
210				10+	\$ 241.80	10+	N/B	
211		831-T	Cerra Multi-Lever Task Chair (21"x20"x31")	1-9	\$ 384.50	1-9	N/B	
212				10+	\$ 380.40	10+	N/B	
213		Disc	Disc	Percentage Discount on Encore and ONQ Seating Items	Disc %	40%	Disc %	N/B
				<i>Price List No:</i>	PL2014		N/B	
				<i>Applicable Price Column</i>	N/A		N/B	
214		ERG	D800	Cafeteria 4 seat cluster unit, Delfi series, frame and legs are 11 gauge tubular steel, frames powder coated	1-9	\$ 1,976.25	1-9	N/B
215					10+	\$ 1,946.25	10+	N/B
216			030	Lounge chair, sled base, steel tubular 12 gauge% diameter frame, powder coat or chrome frame, glides	1-9	\$ 175.95	1-9	N/B
217	10+				\$ 170.95	10+	N/B	
218	2460		Folding training table, 114 H.P.L top, 3MM edge, frame 14 gauge 2" round steel tubing,	1-9	\$ 387.90	1-9	N/B	
219				10+	\$ 382.85	10+	N/B	

4.10(11)

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School and Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
231	Falcon (A CF Group Brand)	ST3T-18T-1300	Falcon Storm Table	1-24	\$ 500.50	1-24	N/B	
232				25+	\$ 497.44	25+	N/B	
233		Disc	Percentage Discount on Falcom Items		Disc %	30%	Disc-%	N/B
			Price List No:		PL2014		N/B	
	Applicable Price Column		N/A		N/B			
234	Faustinos	E5A	Executive U-Shape desk, Veneer	1-9	\$ 1,595.00	1-9	\$ 2,650.00	
235				10+	\$ 1,581.96	10+	\$ 2,650.00	
236		E3C	L-Shape desk, Laminate	1-9	\$ 1,400.00	1-9	\$ 1,185.00	
237				10+	\$ 1,311.06	10+	\$ 1,185.00	
238		5701	Lobby chair, arms, 4legged, bent wood frame, grade A fabric	1-9	\$ 176.00	1-9	\$ 159.00	
239				10+	\$ 166.79	10+	\$ 159.00	
240		Disc	Percentage Discount on Faustinos Items		Disc-%	53%	Disc %	54.5%
			Price List No:		PL2013		2014	
	Applicable Price Column		N/A		List			
241	Fire King International, Inc	OF43822CPA	Four-drawer 38" Lateral Insulated Fireproof Filing Cabinet, Parchment Color	1-20	\$ 4,072.20	1-20	\$ 3,056.80	
242				21+	\$ 4,069.45	21+	\$ 3,056.80	
243		OF42131CPA	Four-drawer Legal-size Fireproof Filing Cabinet, Parchment Color	1-20	\$ 1,719.56	1-20	\$ 2,022.40	
244				21+	\$ 1,711.89	21+	\$ 2,022.40	

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School and Office Furnishings	
				Quantity	Unit Price	Quantity	Unit Price
245	Fire King International, Inc	Disc	Percentage Discount on Fire King International Inc Items	Disc %	35%	Disc-%	34%
			<i>Price List No:</i>	PL2014		2014	
			<i>Applicable Price Column</i>	N/A		List	
246	Fixtures	44100	Conference chair, 4legged style, arms, frame 1" 16 gauge steel tube, epoxy finish, seat upholstered	1-9	\$ 318.71	1-9	N/B
247				10+	\$ 301.00	10+	N/B
248		10410/01001	Table, 30 x 60, rectangle, 1W" HPL top, 3MM edge, backer sheet sealed complete 6 sides, leg base to be "reveal" base (4) required	1-9	\$ 508.08	1-9	N/B
249				10+	\$ 479.85	10+	N/B
250		Disc	Disc	Percentage Discount on Fixtures Items	Disc %	25%	Disc-%
	<i>Price List No:</i>			PL2014		N/B	
	<i>Applicable Price Column</i>			N/A		N/B	
251	Fleetwood Furniture	Disc	Percentage Discount on Fleetwood Furniture Items	Disc %	25%	Disc-%	N/B
			<i>Price List No:</i>	PL2014		N/B	
			<i>Applicable Price Column</i>	N/A		N/B	
252	Fleetwood Furniture (Harmony Collection-Instrument and Music Storage Solutions)	Disc	Percentage Discount on Fleetwood Furniture Harmony Collection-Instrument and Music Storage Solutions Items	Disc %	25%	Disc-%	N/B
			<i>Price List No:</i>	PL2014		N/B	
			<i>Applicable Price Column</i>	N/A		N/B	
253	Ghent	M1-48-4	48"x96" Traditional Centurion Porcelain Magnetic Markerboard Aluminum Frame	1-9	\$ 406.70	1-9	N/B
254				10+	\$ 401.89	10+	N/B

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings	
				Quantity	Unit Price	Quantity	Unit Price
282	Hon	Disc	Percentage Discount on Hon Veener Desks	Disc %	50%	Disc %	51.5%
283			Percentage Discount on Hon Laminate Desks	Disc %	50%	Disc %	51.5%
284			Percentage Discount on Hon Vicinity Work Station	Disc %	50%	Disc %	51.5%
285			Percentage Discount on Hon Steel Desks	Disc %	50%	Disc %	51.5%
286			Percentage Discount on all other Hon catalog Items	Disc %	50%	Disc %	51.5%
			<i>Price List No:</i>	PL2014Q1		2014	
			<i>Applicable Price Column</i>	N/A		List	
287	Hooker Furniture	OF37410562	73" x 37" Executive Desk, Dark brown / Cherry	1-20	\$ 2,644.20	1-20	N/B
288				21+	\$ 2,319.00	21+	N/B
289		OFEC215	Tufted Executive Leather Swivel Chair	1-20	\$ 678.60	1-20	N/B
290				21+	\$ 599.00	21+	N/B
291		Percentage Discount on Hooker Furniture Items	Disc %	40%	Disc %	N/B	
	<i>Price List No:</i>	PL2014		N/B			
	<i>Applicable Price Column</i>	N/A		N/B			

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
292	Horizon Collection	HC00016	Smart Wall - Four Base Unit - 104"W x 84"H x 27"D	1-9	N/B	1-9	N/B	
293				10+	N/B	10+	N/B	
294		HC01007	Convertible Mobile Cabinet - 2 Doors, 1 Vertical Divider, Red & Shelf	1-9	N/B	1-9	N/B	
295				10+	N/B	10+	N/B	
296		HC02180	Convertible Mobile Cabinet - 2 Doors, 1 Vertical Divider, Red & Shelf	1-9	N/B	1-9	N/B	
297				10+	N/B	10+	N/B	
298		Disc	Percentage Discount on Horizon Collection Items		Disc %	N/B	Disc %	N/B
			<i>Price List No:</i>		N/B		N/B	
			<i>Applicable Price Column</i>		N/B		N/B	
299	Humanscale	F111GW101	Freedom Task Chair	1-9	\$ 702.28	1-9	N/B	
300				10+	\$ 694.87	10+	N/B	
301		L111BM10W101	Liberty Task Chair	1-9	\$ 721.23	1-9	N/B	
302				10+	\$ 714.67	10+	N/B	
303		5G90090HF	Keyboard Trays	1-9	\$ 257.89	1-9	N/B	
304				10+	\$ 252.71	10+	N/B	

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
305	Humanscale	M2BS	Monitor Arms	1-9	\$ 193.45	1-9	N/B	
306				10+	\$ 186.02	10+	N/B	
307		Disc	Percentage Discount on Humanscale Items	Disc %	40%	Disc-%	N/B	
				<i>Price List No:</i>	PL2014		N/B	
				<i>Applicable Price Column</i>	N/A		N/B	
308		Incorca (TEC) Auditorium Seating	Nova 35	35" High back, plastic back and seat, urethane arms	1-9	\$ 299.00	1-9	N/B
309					10+	\$ 295.00	10+	N/B
310	Nova 38		38" High back, plastic back and seat, urethane arms	1-9	\$ 307.00	1-9	N/B	
311				10+	\$ 302.00	10+	N/B	
312	ECCO 35		35" High back, plastic back and seat, urethane arms	1-9	\$ 309.00	1-9	N/B	
313				10+	\$ 304.00	10+	N/B	
314	Disc		Percentage Discount on Inorca (TEC) Auditorium Seating Items	Disc %	10%	Disc-%	N/B	
				<i>Price List No:</i>	PL2014		N/B	
				<i>Applicable Price Column</i>	N/A		N/B	
315	Inwood Office Environments		OFCF127225MP	72" x 36" Traditional Double Ped Desk, Mousing Slides, Center Drawer, Mahogany finish	1-20	\$ 2,647.00	1-20	N/B
316		21+			\$ 2,557.00	21+	N/B	

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
317	Inwood Office Environments	OFM2172RFM8DCPB	72" x 36-48" x 24" L-shaped desk, Right Return, Laminate Top, Dark Cherry finish	1-20	\$ 2,433.60	1-20	N/B	
318				21+	\$ 2,139.00	21+	N/B	
319		Disc	Percentage Discount on Inwood Office Environments Items		Disc %	40%	Disc %	N/B
	<i>Price List No:</i>		PL2014		N/B			
	<i>Applicable Price Column</i>		N/A		N/B			
320	ISE	SL-TR-HAE-2-3072DD/SB-LTR-HAE-3072DD-BK	All-In-One dual line of sight desk, electric lift monitor arms, laminate top, PVC edge, black metal chassis base	1-99	\$ 1,795.00	1-99	N/B	
321				100+	\$ 1,750.77	100+	N/B	
322		Disc	Percentage Discount on ISE Items		Disc %	30%	Disc %	N/B
			<i>Price List No:</i>		PL2014		N/B	
	<i>Applicable Price Column</i>		N/A		N/B			
323	Izzy+	LNTR6070CB	Fixtures Dewey 6-top table, 27"x42"x60", laminate top, urethane edge, aluminum base	1-49	\$ 1,089.00	1-49	N/B	
324				50+	\$ 1,081.47	50+	N/B	
325		HAN001	Izzy Hannah armless stack chair, thermoplastic shell, powder coat legs	1-49	\$ 150.00	1-49	N/B	
326				50+	\$ 144.50	50+	N/B	
327		G98A66KB	Harter Anthro KB task chair, swivel tilt, knit back, cantilever loop arm	1-49	\$ 487.00	1-49	N/B	
328				50+	\$ 483.00	50+	N/B	

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
353	KI	IW410-TBD-TBD-TBD-CTN	Chair – 4 Leg Intellect Wave No Arm	1-9	\$ 66.00	1-9	N/B	
354				10+	\$ 63.00	10+	N/B	
355		IWD4FH/29	Desk – 4 Leg Intellect Wave Desk	1-9	\$ 129.00	1-9	N/B	
356				10+	\$ 124.20	10+	N/B	
357		IWPD18AUB	Task Chair – Intellect Wave Task Chair w/Arms	1-9	\$ 242.00	1-9	N/B	
358				10+	\$ 237.12	10+	N/B	
359		Disc	Percentage Discount on KI Items		Disc %	40%	Disc %	N/B
			<i>Price List No:</i>		PL2014		N/B	
			<i>Applicable Price Column</i>				N/B	
360	Korden	FFLG-C431	4 drawer vertical file cabinet	1-10	\$ 2,280.40	1-10	\$ 1,533.16	
361				11+	\$ 2,216.40	11+	\$ 1,533.16	
362		FFLG-C231	2 drawer vertical file cabinet	1-10	\$ 1,571.88	1-10	\$ 928.00	
363				11+	\$ 1,471.80	11+	\$ 928.00	
364		Disc	Percentage Discount on Korden Items		Disc %	37%	Disc %	42.6%
			<i>Price List No:</i>		PL2012			
	<i>Applicable Price Column</i>		N/A					

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
378	Lacasse and Lacasse Steel	OFM1NSGS3672SMA	Rectangular Desk, 36" x 72" x 29 3/8", Classic Maroon Laminate	1-20	\$ 591.00	1-20	N/B	
379				21+	\$ 588.45	21+	N/B	
380		OFLPF0436DP01	Four-drawer lateral file, Black	1-20	\$ 726.00	1-20	N/B	
381				21+	\$ 721.45	21+	N/B	
382		Disc	Percentage Discount on Lacasse and Lacasse Steel Items		Disc %	40%	Disc %	N/B
			<i>Price List No:</i>		PL2014		N/B	
	<i>Applicable Price Column</i>		N/A		N/B			
383	Lazyboy Contract & KNU Furniture	92123	Horizon High Back Swivel Chair (26.5"x30"x43")	1-9	\$ 545.50	1-9	N/B	
384				10+	\$ 538.45	10+	N/B	
385		F5017	Florin Mobile Medical Recliner (33.5"x38"x47")	1-9	\$ 1,544.98	1-9	N/B	
386				10+	\$ 1,539.45	10+	N/B	
387		SCB11	St. Clair Bedside Cabinet (19.5"x18.5"x30")	1-9	\$ 389.15	1-9	N/B	
388				10+	\$ 386.10	10+	N/B	
389		Disc	Percentage Discount on Lazyboy Contract & KNU Furniture Items		Disc %	45%	Disc %	N/B
			<i>Price List No:</i>		PL2014		N/B	
	<i>Applicable Price Column</i>		N/A		N/B			

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
443	Maverick Desk	MMBC3648	Bookcase	1-9	\$ 215.00	1-9	N/B	
444				10+	\$ 205.43	10+	N/B	
448		Disc	Percentage Discount on Maverick Desk Items		Disc %	50%	Disc %	N/B
			<i>Price List No:</i>		PL2014		N/B	
	<i>Applicable Price Column</i>		N/A		N/B			
449	Mayline	AT3	Laminate U-Shape Desk consisting of 36x72 desk, 24x72 credenza, 24x42 bridge 2-BBF Pedestals	1-9	\$ 1,751.40	1-9	N/B	
450				10+	\$ 1,744.34	10+	N/B	
451		EU3	Veneer U-Shape desk consisting of 36x72 desk, 20x72 credenza, 24x48 bridge, 1-BBF & 1 FF Pedestal	1-9	\$ 2,166.00	1-9	N/B	
452				10+	\$ 2,159.34	10+	N/B	
453		3200	Black Fabric seat with Mesh back, pneumatic seat height adjustment, Adjustable arms, Syncro-tilt mechanism, Adjustable lumbar support, tilt tension	1-9	\$ 250.20	1-9	N/B	
454				10+	\$ 245.44	10+	N/B	
455		TSH1	Valore Chair; Mesh back with Fabric seat, compact nesting for easy storage	1-9	\$ 261.00	1-9	N/B	
456				10+	\$ 257.88	10+	N/B	
457		ARC24726S	6-Tier Complete ARC Rotary File	1-9	\$ 1,435.20	1-9	N/B	
458				10+	\$ 1,422.34	10+	N/B	
459		FFD7	7-Tier Flip & File Storage cabinet	1-9	\$ 1,457.40	1-9	N/B	
460				10+	\$ 1,452.33	10+	N/B	

4.10(20)

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings	
				Quantity	Unit Price	Quantity	Unit Price
461	Mayline	7867	5-Drawer self-contained steel C-File for 24"x36" Sheets	1-9	\$ 1,098.60	1-9	N/B
462				10+	\$ 1,082.34	10+	N/B
463		7867W	Flush Base	1-9	\$ 191.40	1-9	N/B
464				10+	\$ 188.97	10+	N/B
465		Disc	Percentage Discount on Mayline Items		Disc %	40%	Disc %
	<i>Price List No:</i>		PL2013		N/B		
	<i>Applicable Price Column</i>		N/A		N/B		
466	McDowell-Craig	AT3020-8	Student desk A leg Trapezoid	1-9	\$ 133.98	1-9	N/B
467				10+	\$ 129.30	10+	N/B
468		L-6024FT	Flip top computer table	1-9	\$ 317.93	1-9	N/B
469				10+	\$ 312.89	10+	N/B
470		Disc	Percentage Discount on McDowell-Craig Items		Disc %	40%	Disc %
	<i>Price List No:</i>		PL229		N/B		
	<i>Applicable Price Column</i>		N/A		N/B		
471	Midwest Folding Products	TB8D29	Midwest Convertible Bench Unit 29"W x 96"L x 29"H	1-9	\$ 898.40	1-9	\$ 589.00
472				10+	\$ 888.30	10+	\$ 585.00

4.10(21)

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
473	Midwest Folding Products	TFR72	Midwest Transfold Choral Risers 72"W x 55"L x 24"H	1-9	\$ 1,164.80	1-9	\$ 1,271.00	
474				10+	\$ 1,144.80	10+	\$ 1,271.00	
475		CTL248F	Midwest CTLF Series Training Table, 24"W x 96"L x 29"H, Midwest CTLF Series Training Table 24"W x 96"L x 29"H	1-9	\$ 392.50	1-9	\$ 229.00	
476				10+	\$ 382.50	10+	\$ 229.00	
477		Disc	Percentage Discount on Midwest Folding Products Items		Disc %	10%	Disc %	24%
			<i>Price List No:</i>		PL14G & 114M			
			<i>Applicable Price Column</i>		N/A			
478	Mity-Lite	RT-3096	Folding table, 30" x 96", rectangular	1-24	\$ 386.52	1-24	N/B	
479				25+	\$ 376.52	25+	N/B	
480		RT-1896	Platic table, 18" x 96", rectangular, skinny	1-24	\$ 345.99	1-24	N/B	
481				25+	\$ 339.40	25+	N/B	
482		Disc	Percentage Discount on Mity-Lite Items		Disc %	20%	Disc %	N/B
			<i>Price List No:</i>		PL2014		N/B	
	<i>Applicable Price Column</i>		N/A		N/B			
483	Mobile/Modular Case Goods - Illusions and Learning Walls	Disc	Percentage Discount on Mobile/Modular Case Goods Items		Disc %	25%	Disc %	N/B
			<i>Price List No:</i>		PL2014		N/B	
			<i>Applicable Price Column</i>		N/A		N/B	

4.10(22)

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings					
				Quantity	Unit Price	Quantity	Unit Price				
511	Nova	Disc	Percentage Discount on Nova Items	Disc %	30%	Disc %	N/B				
			<i>Price List No:</i>	PL2014		N/B					
			<i>Applicable Price Column</i>	N/A		N/B					
512	OCI/Sitwell	EL-35	Elevate task chair, black mesh back, synchro-tilt, adjustable arms, seat slider, adjustable lumbar pad	1-99	\$ 471.00	1-99	N/B				
513				100+	\$ 466.29	100+	N/B				
514		Disc	Percentage Discount on OCI/Sitwell Items	Disc %	35%	Disc %	N/B				
	<i>Price List No:</i>							PL2014		N/B	
	<i>Applicable Price Column</i>							N/A		N/B	
515	Oklahoma Sound	WZD	The Wizard A/V Presentation Center	1	\$ 548.39	1	N/B				
516				2+	\$ 528.29	2+	N/B				
517		Disc	Percentage Discount on Oklahoma Sound Items	Disc %	Net +35%	Disc %	N/B				
	<i>Price List No:</i>							PL2014		N/B	
	<i>Applicable Price Column</i>							N/A		N/B	
518	OMNI Pacific	TN2460-M	Nesting table; 24" x 60"; 1 1/8" thick top with high pressure laminate, 3mm edge banding from Omni standard edge/case	1-15	\$ 480.35	1-15	N/B				
519				16+	\$ 465.21	16+	N/B				

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
580	Shain	PT-62M	Art table, 42"W x 60"L x 30"H, 1W' HPL top, heavy duty hard maple base, Mortise/tenon joint construction with draw bolt reinforcement	1-9	\$ 824.82	1-9	N/B	
581				10+	\$ 811.06	10+	N/B	
582		DT4SA	Drafting table, single station, two piece adj. top, constructed of solid maple framing and 2 W' legs utilizing mortise and tenon joint construction with steel plate and lag bolt reinforcement	1-9	\$ 928.76	1-9	N/B	
583				10+	\$ 903.88	10+	N/B	
584		DT-84A DT-82A	Drafting table, double station, legs and truss bars are solid maple utilizing mortise and tenon joint construction with draw bolt reinforcement, center storage cabinet has ten drawers	1-9	\$ 1,888.99	1-9	N/B	
585				10+	\$ 1,830.65	10+	N/B	
586		Disc	Percentage Discount on Shain Items		Disc %	52%	Disc %	N/B
			<i>Price List No:</i>		PL2014		N/B	
			<i>Applicable Price Column</i>		N/A		N/B	
587		Sisneros	S5-2424-DP-SD	Student desk, C-Desk, 24 x 24 top, 114" top laminate finish, T-Mold Edge, steel all welded frame, "double-post" pedestal style leg support, 1" x 2" 16 gauge steel uprights, 1" x 2" 16 gauge steel foot base	1-20	\$ 138.45	1-20	N/B
588	21+				\$ 134.86	21+	N/B	
589	UTM2448W		24 x 48 Utility table, all welded frame and apron, tops 1 1/8" 48lb density PCB core with laminate finish, backer sheet, 3 edge details optional, frame 16 gauge steel, apron 1" x 2" square tube	1-20	\$ 214.90	1-20	N/B	
590				21+	\$ 209.87	21+	N/B	
591	UTM2460W		24 x 60 Utility table, all welded frame and apron, tops 1 1/8" 48lb density PCB core with laminate finish, backer sheet, 3 edge details optional, frame 16 gauge steel, apron 1" x 2" square tube	1-20	\$ 243.78	1-20	N/B	
592				21+	\$ 239.67	21+	N/B	
593	UTM2472W		24 x 72 Utility table, all welded frame and apron, tops 1 1/8" 48lb density PCB core with laminate finish, backer sheet, 3 edge details optional, frame 16 gauge steel, apron 1" x 2" square tube	1-20	\$ 268.80	1-20	N/B	
594				21+	\$ 265.23	21+	N/B	

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
595	Sisneros	Disc	Percentage Discount on Sisneros Items	Disc %	52%	Disc %	N/B	
			<i>Price List No:</i>	PL2014		N/B		
			<i>Applicable Price Column</i>	N/A		N/B		
596	Smith Systems	00561	18" Seat "A" shell	1-20	\$ 90.00	1-20	N/B	
597				21+	\$ 87.89	21+	N/B	
598		01475V	Open front single student desk	1-20	\$ 137.25	1-20	N/B	
599				21+	\$ 134.98	21+	N/B	
600		Disc	Disc	Percentage Discount on Smith Systems Items	Disc %	25%	Disc %	N/B
				<i>Price List No:</i>	PL2014		N/B	
	<i>Applicable Price Column</i>			N/A		N/B		
601	Spacestor USA	3M/120/180/wh/ss	White TFM facings with steel shelving	1-9	\$ 3,812.50	1-9	N/B	
602				10+	\$ 3,612.50	10+	N/B	
603		60:20 STR60	Chrome flip top frame with white TFM top 30" x 60'	1-9	\$ 1,086.50	1-9	N/B	
604				10+	\$ 1,046.97	10+	N/B	
605		PVR60	Silver flip top frame with white TFM top 30" x 60"	1-9	\$ 693.75	1-9	N/B	
606				10+	\$ 678.76	10+	N/B	

SUMMARY OF BID 13-14-1

Line Item	Manufacturer	Model #	Description	Culver Newlin		Concepts School & Office Furnishings		
				Quantity	Unit Price	Quantity	Unit Price	
687	Webcoat	Disc	Percentage Discount on Webcoat Items	Disc %	List +5%	Disc-%	N/B	
			<i>Price List No:</i>	PL2014		N/B		
			<i>Applicable Price Column</i>	N/A		N/B		
688	Workrite	2144-22	Keyboard platform with right-hand swivel-out mouse surface	1-9	\$ 268.00	1-9	\$ 190.00	
689				10+	\$ 262.07	10+	\$ 190.00	
690		PA1000-S	Monitor arm features a parallel linkage design with adjustable pneumatic counter balance that floats the monitor above the work surface	1-9	\$ 312.00	1-9	\$ 230.00	
691				10+	\$ 308.86	10+	\$ 230.00	
692		Disc	Percentage Discount on Workrite Items	Disc-%	30%	Disc %	42%	
	<i>Price List No:</i>			PL2014		2014		
	<i>Applicable Price Column</i>			N/A		List		
693	SICO	BY 65	Mobile Folding Lunchroom table with optional flip up bench seats. Center gravity locking bar, protective neoprene feet, swivel casters, full length benches, Sico Armor edge, high pressure laminate, chrome or powder-coat frame	1-9	\$ 1,947.00	1-9	N/B	
				10+	\$ 1,927.11	10+	N/B	
694		Disc	Percentage Discount on SICO Items	Disc %	20%	Disc-%	N/B	
				<i>Price List No:</i>	PL2014		N/B	
				<i>Applicable Price Column</i>	N/A		N/B	

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 14-P0030142	1,693.55	TROXELL COMM INC	Instructional Supplies	SP		2/3/2014
14-P0030143	55,505.82	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		2/3/2014
14-P0030144	65.40	FEDEX	Postage			2/3/2014
14-P0030145	1,000.00	CORNEJO ROLANDO GARCIA	Contracted Services	SP		2/3/2014
14-P0030146	100.00	MIDDLE COLLEGE NATIONAL CONSORTIUM	Inst Dues & Memberships	SP		2/3/2014
14-P0030147	11,905.64	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			2/3/2014
14-P0030148	4,000.00	GLUMACE SEAN	Contracted Services	SP		2/3/2014
14-P0030149	3,214.00	COAST ELECTRIC	Contracted Repair Services			2/3/2014
14-P0030150	125.00	BOYD & ASSOCIATES	Contracted Repair Services			2/3/2014
14-P0030151	4,391.52	COAST ELECTRIC	Contracted Repair Services			2/3/2014
14-P0030152	3,625.51	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	2/3/2014
14-P0030153	700.00	WELLS FARGO BANK	Contracted Services			2/3/2014
* 14-P0030154	17,762.28	DELL COMPUTER	Equipment - All Other > \$1,000			2/3/2014
14-P0030155	3,150.23	BEARCOM	Non-Instructional Supplies	SP		2/4/2014
14-P0030156	443.65	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			2/4/2014
* 14-P0030157	11,862.29	TROXELL COMM INC	Instructional Supplies	SP		2/4/2014
14-P0030158	1,000.00	1 800 DIAPERS INC	Non-Instructional Supplies	SP		2/4/2014
14-P0030159	118.80	TROXELL COMM INC	Instructional Supplies	SP		2/4/2014
14-P0030160	1,360.80	ANGELS BASEBALL LP	Contracted Services	SP		2/4/2014
14-P0030161	948.68	FISHER SCIENTIFIC	Instructional Supplies	SP		2/4/2014
14-P0030162	183.22	ECOLAB EQUIPMENT CARE	Non-Instructional Supplies			2/4/2014
14-P0030163	636.90	WELLS FARGO BANK	Conference Expenses			2/4/2014
14-P0030164	500.00	SMART & FINAL	Food and Food Service Supplies	SP		2/4/2014
14-P0030165	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		2/4/2014
14-P0030166	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		2/4/2014
14-P0030167	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		2/4/2014
14-P0030168	217.00	AMERICAN EXPRESS	Conference Expenses	SP		2/4/2014
14-P0030169	217.00	AMERICAN EXPRESS	Conference Expenses	SP		2/4/2014
14-P0030170	4,541.57	FREDRICKSON SCOTT	Conference Expenses	SP		2/4/2014
* 14-P0030171	2,559.20	COX BARBARA G	Conference Expenses	SP		2/4/2014
14-P0030172	21,000.00	WALSVICK JENNIFER EILEEN	Contracted Services	SP		2/4/2014
14-P0030173	225.00	CACCRAO CALIF ASSOC OF COMMUNITY	Conference Expenses	SP		2/4/2014
14-P0030174	5,200.00	QUIAOIT KRISTOFFER	Contracted Services	SP		2/4/2014
14-P0030175	196.02	SUPER ANTOJITO'S EXPRESS MEXICAN FOOD	Food and Food Service Supplies	SP		2/4/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030176	190.12	CORINE L. DOUGHTY	Food and Food Service Supplies	SP		2/4/2014
14-P0030177	172.79	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/4/2014
14-P0030178	159.96	BRODART INC WESTERN DIVISION	Non-Instructional Supplies			2/4/2014
* 14-P0030179	2,189.92	TAYLOR FLAG & BANNER CO	Non-Instructional Supplies			2/4/2014
14-P0030181	1,579.91	4 IMPRINT	Non-Instructional Supplies	SP		2/5/2014
14-P0030182	3,007.85	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		2/5/2014
14-P0030183	235.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/5/2014
14-P0030184	59.21	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/5/2014
14-P0030185	4,000.00	DON BOOKSTORE	Other Exp Paid for Students	SP		2/5/2014
14-P0030186	700.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/5/2014
14-P0030187	5,000.00	JOB ELEPHANT COM INC	Personnel Recruiting	SP		2/5/2014
* 14-P0030188	1,516.40	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		2/5/2014
14-P0030189	209.00	STATE BOARD OF EQUALIZATION	Other Licenses & Fees			2/5/2014
14-P0030190	500.00	SMART & FINAL	Food and Food Service Supplies	SP		2/5/2014
14-P0030191	4,500.00	CYNOSURE NEW MEDIA INC	Contracted Services	SP		2/5/2014
14-P0030192	214.00	PHUONG T. NGUYEN	Conference Expenses	SP		2/5/2014
14-P0030193	1,000.00	COHEN HERBERT M	Contracted Services	SP		2/5/2014
14-P0030194	1,000.00	SAUCEDO-DANIEL JORGE	Contracted Services	SP		2/5/2014
14-P0030195	2,868.64	TROXELL COMM INC	Equipment - Federal Progs >200	SP		2/5/2014
14-P0030196	1,811.70	TROXELL COMM INC	Equipment - Federal Progs >200	SP		2/5/2014
14-P0030197	538.49	KULI IMAGE INCÝKUSTOM IMPRINTS	Non-Instructional Supplies			2/6/2014
14-P0030198	338.40	MKH ELECTRONICS	Instructional Supplies	SP		2/6/2014
14-P0030199	411.92	DYNAMIC FITNESS EQUIPMENT	Equip/Software - >\$200 <\$1,000			2/6/2014
14-P0030200	300.00	YOSEMITE COMM COLL DISTRICT	Personnel Recruiting	SP		2/6/2014
14-P0030201	448.74	CORNER BAKERY/CBC RESTAURANT	Food and Food Service Supplies	SP		2/6/2014
14-P0030202	6,180.00	INTERNET2	Software License and Fees			2/6/2014
14-P0030203	7,500.00	LISTENTOSEE INC	Contracted Services	SP		2/6/2014
14-P0030204	127.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			2/6/2014
14-P0030205	9,030.00	FREIGHT RODNEY DONALD	Buildings - Contracted Svcs	SP		2/6/2014
14-P0030206	300.00	OCBC ORANGE CTY BUS COUNCIL	Conference Expenses			2/6/2014
14-P0030207	209.00	AMERICAN EXPRESS	Conference Expenses	SP		2/6/2014
14-P0030208	169.00	AMERICAN EXPRESS	Conference Expenses	SP		2/6/2014
14-P0030209	199.00	AMERICAN EXPRESS	Conference Expenses	SP		2/6/2014
14-P0030210	89,603.00	R2A ARCHITECTURE	Buildings - Architects Fee	SP	BOND	2/6/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030211	1,018.40	CINTAS CORP	Laundry & Dry Cleaning Service			2/6/2014
14-P0030212	234.90	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		2/6/2014
14-P0030213	8,000.00	STATE OF CALIFORNIA	Fingerprinting			2/6/2014
14-P0030214	1,499.38	AMERICAN MAILING PRINTING &	Packaging/Mail Prep/Processing	SP		2/6/2014
14-P0030215	523.75	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		2/6/2014
14-P0030216	1,032.61	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/7/2014
14-P0030217	468.68	JULIE A. PEEKEN	Food and Food Service Supplies	SP		2/7/2014
14-P0030218	88.64	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/7/2014
14-P0030219	262.78	CLEMENT COMMUNICATIONS INC	Non-Instructional Supplies			2/7/2014
* 14-P0030220	2,995.00	AMERICAN EXPRESS	Conference Expenses	SP		2/7/2014
14-P0030221	1,053.77	COSSIO-MUNIZ RUTH JACQUELINE	Excess/Copies Usage	SP		2/7/2014
* 14-P0030222	4,003.89	B & H PHOTO VIDEO INC	Equipment - All Other > \$1,000	SP		2/7/2014
14-P0030223	553.31	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/7/2014
14-P0030224	520.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/7/2014
14-P0030225	794.60	LIBEC SALES OF AMERICA INC	Instructional Supplies	SP		2/7/2014
14-P0030226	75.00	SCIAC SO CALIF INTERSEGME	Inst Dues & Memberships			2/7/2014
14-P0030227	535.00	A MEETING COMPANY	Conference Expenses	SP		2/7/2014
14-P0030228	1,120.00	A MEETING COMPANY	Other Participant Travel Exp	SP		2/7/2014
14-P0030229	546.25	ATRIUM FINANCE HOLIDAY INN SACRAMENTO	Conference Expenses	SP		2/7/2014
14-P0030230	400.00	CCCEOPSA CALIF COM COLL	Conference Expenses	SP		2/7/2014
14-P0030231	27,500.00	ACCO ENGINEERED SYSTEMS INC	Equipment - All Other > \$1,000	SP		2/10/2014
14-P0030232	162.00	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		2/10/2014
14-P0030233	752.50	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000			2/10/2014
* 14-P0030234	40,359.36	B & H PHOTO VIDEO INC	Equipment - Federal Progs >200	SP		2/10/2014
14-P0030235	1,200.00	HERK EDWARDS INC	Contracted Repair Services	SP		2/10/2014
14-P0030236	144.00	WESTERN POWER SYSTEMS	Contracted Repair Services			2/10/2014
14-P0030237	4,516.65	CITY OF SANTA ANA	Site Improv - DSA Fees	SP	BOND	2/10/2014
14-P0030238	1,000.00	FLAPAN JULIE	Contracted Services	SP		2/10/2014
14-P0030239	1,000.00	CARTER WARREN S	Contracted Services	SP		2/10/2014
14-P0030240	2,640.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			2/10/2014
14-P0030242	489.89	MOREA INC	Equip/Software - >\$200 <\$1,000	SP	BOND	2/11/2014
14-P0030243	3,650.00	ALTAMIRANO JARAZET	Contracted Services	SP		2/11/2014
14-P0030244	4,500.00	BLANKENSHIP, SHARLENE	Maint/Oper Service Agreements			2/11/2014
14-P0030245	100.00	CITY OF ORANGE	Public Agencies' Assess & Fees			2/11/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030246	525.00	JOHN MINNOCK JR	Maint/Oper Service Agreements			2/11/2014
14-P0030247	1,000.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		2/11/2014
14-P0030248	2,000.00	DON BOOKSTORE	Supplies Paid for Students	SP		2/11/2014
14-P0030249	640.44	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		2/11/2014
14-P0030250	13,975.00	DON BOOKSTORE	Books Paid for Students	SP		2/11/2014
14-P0030251	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/11/2014
14-P0030252	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/11/2014
14-P0030253	1,993.55	FISHER SCIENTIFIC	Instructional Supplies	SP		2/11/2014
14-P0030254	1,070.57	FISHER SCIENTIFIC	Instructional Supplies	SP		2/11/2014
14-P0030255	832.84	FISHER SCIENTIFIC	Instructional Supplies	SP		2/11/2014
14-P0030256	4,014.06	SUNSTONE CENTER CT LESSEE	Contracted Services	SP		2/11/2014
14-P0030257	3,414.06	ALLSTEEL INC	Equip/Software - >\$200 <\$1,000	SP	BOND	2/11/2014
14-P0030258	2,095.00	FORMAX	Maint Contract - Office Equip	SP		2/11/2014
* 14-P0030259	321.27	AMAZON COM	Non-Instructional Supplies	SP		2/11/2014
14-P0030260	403.64	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		2/12/2014
* 14-P0030261	2,450.00	CISOA	Conference Expenses			2/12/2014
14-P0030262	891.00	SHERATON	Conference Expenses	SP		2/12/2014
14-P0030263	650.00	CALIFORNIA COMMUNITY COLLEGES CALWORKS AS	Conference Expenses	SP		2/12/2014
14-P0030264	4,114.00	OPUS INSPECTION INC	Maint Contract - Other Equip			2/12/2014
14-P0030266	1,416.60	DENNIS JAMES CLEEK	Contracted Services	SP		2/12/2014
14-P0030267	1,714.99	PYRO-COMM SYSTEMS INC	Contracted Repair Services			2/12/2014
14-P0030268	209.00	CI BUSINESS EQUIPMENT INC	Maint Contract - Office Equip			2/12/2014
14-P0030269	2,898.56	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			2/12/2014
14-P0030270	70,000.00	ENTREPRENEURIAL LEARNING	Contracted Services	SP		2/12/2014
14-P0030271	811.34	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			2/12/2014
14-P0030272	638.37	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		2/12/2014
14-P0030273	17,519.20	CORPORATE BUSINESS INTERIORS INC	Equipment - Modular Furniture	SP	BOND	2/12/2014
14-P0030274	1,200.00	THE NATL HEP/CAMP ASSOCIATION	Inst Dues & Memberships	SP		2/12/2014
14-P0030275	3,820.74	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/12/2014
14-P0030276	3,312.00	RSCCD	Other Exp Paid for Students	SP		2/12/2014
14-P0030277	3,002.28	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/12/2014
14-P0030278	3,117.60	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/12/2014
14-P0030279	398.40	STITCH ABOVE	Non-Instructional Supplies	SP		2/12/2014
14-P0030280	600.48	HOME DEPOT	Instructional Supplies			2/12/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030281	745.56	CORPORATE BUSINESS INTERIORS INC	Equip/Software - >\$200 <\$1,000	SP	BOND	2/12/2014
14-P0030282	396.40	STITCH ABOVE	Non-Instructional Supplies	SP		2/12/2014
14-P0030283	3,874.49	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/12/2014
14-P0030284	289.50	SAVORY CONCEPTS LLC	Food and Food Service Supplies	SP		2/12/2014
14-P0030285	255.95	PC NAMETAG INC	Non-Instructional Supplies	SP		2/12/2014
14-P0030286	870.00	DON BOOKSTORE	Contracted Services	SP		2/12/2014
14-P0030287	1,200.00	TVEYES INC	Internet Services			2/12/2014
14-P0030288	2,789.90	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/12/2014
14-P0030289	340.00	AMERICAN EXPRESS	Conference Expenses	SP		2/12/2014
14-P0030290	1,407.88	RAPTOR WORKHOLDING PRODUCTS	Instructional Supplies	SP		2/12/2014
14-P0030291	5,254.19	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/12/2014
14-P0030292	120,000.00	ATKINSON ANDELSON LOYA RUUD ROMO	Legal Expenses			2/12/2014
14-P0030293	2,802.68	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/12/2014
14-P0030294	2,802.68	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/12/2014
14-P0030295	302.48	4 IMPRINT	Non-Instructional Supplies	SP		2/12/2014
14-P0030296	135.60	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		2/12/2014
14-P0030297	442.56	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		2/12/2014
14-P0030298	2,256.47	ALLSTEEL INC	Equip/Software - >\$200 <\$1,000	SP	BOND	2/12/2014
14-P0030299	203.86	DEMCO INC	Instructional Supplies	SP		2/12/2014
* 14-P0030300	3,351.11	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/12/2014
14-P0030301	4,800.00	PLAN CHECK ASSOCIATES INC	Buildings - Construction Tests	SP		2/12/2014
14-P0030302	3,700.00	MILE HIGH PINES CAMP	Contracted Services	SP		2/12/2014
14-P0030303	4,943.20	D3 SPORTS INC.	Instructional Supplies	SP		2/12/2014
14-P0030304	287.97	HEALTHPOINTE MEDICAL GROUP INC	Self Insurance Claims			2/13/2014
* 14-P0030305	1,400.00	NACCTEP NAT'L ASSOC OF COMM	Conference Expenses	SP		2/13/2014
14-P0030306	2,556.75	DELHI CENTER	Rental - Facility (Short-term)	SP		2/13/2014
14-P0030307	1,283.60	FRANKLIN AIR CONDITIONING	Contracted Repair Services			2/13/2014
14-P0030308	5,000.00	WESTERN POWER SYSTEMS	Contracted Repair Services			2/13/2014
* 14-P0030309	4,221.72	XPEDX PAPER CO	Non-Instructional Supplies	SP		2/13/2014
14-P0030310	529.38	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		2/13/2014
14-P0030311	3,742.38	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		2/13/2014
14-P0030312	126.00	XEROX CORP	Non-Instructional Supplies	SP		2/13/2014
14-P0030313	538.92	ROBO MATTER INC	Software License and Fees	SP		2/18/2014
14-P0030314	489.84	MOORE ROBERT K	Equipment - Federal Progs >200	SP		2/18/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030315	95.31	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			2/18/2014
14-P0030316	10,019.52	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/18/2014
14-P0030317	13,181.52	CN SCHOOL AND OFFICE SOLUTIONS INC	Equipment - Modular Furniture	SP		2/18/2014
14-P0030318	3,000.00	CANDELA CORP	Instructional Supplies	SP		2/18/2014
14-P0030319	98.49	FEDEX	Postage			2/18/2014
14-P0030320	1,045.12	WEST END HOTEL PARTNERS LLC	Conference Expenses	SP		2/18/2014
14-P0030321	1,637.37	ARLINGTON HOTEL OPERATOR LLC	Conference Expenses	SP		2/18/2014
14-P0030322	1,175.00	SHERATON BIRMINGHAM HOTEL	Other Participant Travel Exp	SP		2/18/2014
14-P0030323	587.50	SHERATON BIRMINGHAM HOTEL	Conference Expenses	SP		2/18/2014
14-P0030324	1,187.65	WELLS FARGO BANK	Conference Expenses			2/18/2014
14-P0030325	2,330.00	MCT TECHNOLOGY INC.	Software Support Service	SP		2/18/2014
14-P0030326	2,699.00	MANAGEMENT INFORMATION TECH	Software License and Fees	SP		2/18/2014
14-P0030327	241.92	SHI INTERNATIONAL CORP	Equip/Software - >\$200 <\$1,000	SP	BOND	2/18/2014
14-P0030328	277.97	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		2/18/2014
14-P0030329	243.86	OXFORD UNIV PRESS	Books, Mags & Ref Mat, Non-Lib	SP		2/19/2014
* 14-P0030330	19.28	DON BOOKSTORE	Instructional Supplies	SP		2/19/2014
14-P0030331	584.68	UNITED RENTALS	Gasoline			2/19/2014
14-P0030332	523.22	HIGH SCOPE EDUCATIONAL RESEARCH FOUNDATIO	Instructional Supplies	SP		2/19/2014
14-P0030333	565.00	APPIC ASSOC OF PSYCHOLOGICAL	Inst Dues & Memberships	SP		2/19/2014
14-P0030334	443.51	REDLEAF PRESS	Instructional Supplies	SP		2/19/2014
14-P0030335	2,541.76	HMH SUPPLEMENTAL PUBL	Books, Mags & Ref Mat, Non-Lib	SP		2/19/2014
* 14-P0030336	2,021.77	HMH SUPPLEMENTAL PUBL	Books, Mags & Ref Mat, Non-Lib	SP		2/19/2014
14-P0030337	141.70	DAVID J. MCDONALD	Food and Food Service Supplies	SP		2/19/2014
14-P0030339	317.41	X TRAINING EQUIPMENT INC	Instructional Supplies	SP		2/19/2014
14-P0030340	326.59	DON BOOKSTORE	Non-Instructional Supplies	SP		2/19/2014
14-P0030341	36.67	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/19/2014
14-P0030342	75.75	AMERICAN CHEMICAL SOCIETY	Non-Instructional Supplies	SP		2/19/2014
14-P0030343	1,706.60	ELECTRONIX EXPRESS	Instructional Supplies	SP		2/19/2014
14-P0030344	2,421.68	HI STANDARD AUTOMOTIVE	Equipment - All Other > \$1,000	SP		2/19/2014
14-P0030345	8,084.30	RYDIN DECAL	Non-Instructional Supplies	SP		2/19/2014
14-P0030346	25,900.00	SANDY BOYD INC	Buildings - Contracted Svcs	SP	BOND	2/19/2014
* 14-P0030347	108,000.00	ELLUCIAN INC.	Software Support Service-Fixed	SP		2/19/2014
14-P0030348	4,275.00	LEON JAVIER	Contracted Services	SP		2/19/2014
14-P0030349	2,211.50	XPEDX PAPER CO	Non-Instructional Supplies			2/19/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030350	160.38	JON'S FLAGS & POLES	Non-Instructional Supplies			2/19/2014
14-P0030351	6,372.00	UNISOURCE PAPER CO	Instructional Supplies			2/19/2014
14-P0030352	604.80	CORPORATE BUSINESS INTERIORS INC	Equipment - Modular Furniture	SP	BOND	2/19/2014
14-P0030353	14,309.00	C A GRAINGER CONSTRUCTION INC	Sites - Contracted Services	SP	BOND	2/19/2014
14-P0030354	2,109.60	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		2/19/2014
14-P0030355	850.00	HUNTINGTON T BLOCK	Prop, Liab, Boiler & Machine			2/19/2014
14-P0030356	5,000.00	AAF AMERICAN AIR FILTERS	Non-Instructional Supplies			2/19/2014
14-P0030357	311.50	RAMCO REFRIGERATION & AIR	Contracted Repair Services			2/19/2014
14-P0030358	1,660.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			2/19/2014
14-P0030359	2,181.09	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/20/2014
14-P0030360	149.00	SKILLPATH SEMINARS	Conference Expenses	SP		2/20/2014
14-P0030362	396.60	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies			2/20/2014
14-P0030363	83.10	MONTGOMERY HARDWARE CO	Non-Instructional Supplies			2/20/2014
* 14-P0030364	871.47	SUNSTONE CENTER CT LESSEE	Contracted Services	SP		2/20/2014
* 14-P0030365	6,100.92	DON BOOKSTORE	Instructional Supplies	SP		2/20/2014
14-P0030366	319.61	MARC S. BEAM	Conference Expenses	SP		2/20/2014
14-P0030367	58.00	KATHERINE P. BOOTH	Conference Expenses	SP		2/20/2014
14-P0030368	86.73	DIANNA CHIABOTTI	Conference Expenses	SP		2/20/2014
14-P0030369	300.00	SMART & FINAL	Food and Food Service Supplies	SP		2/20/2014
14-P0030370	2,000.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		2/20/2014
14-P0030371	1,500.00	OFFICE DEPOT BUSINESS SVCS	Other Exp Paid for Students	SP		2/20/2014
14-P0030372	3,918.69	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/20/2014
14-P0030373	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/20/2014
14-P0030374	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/20/2014
14-P0030375	138.23	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/20/2014
14-P0030376	6,735.00	THE FELDHAKA LAW FIRM	Legal Expenses			2/20/2014
14-P0030377	1,536.50	OC CHILDREN'S THERAPEUTIC ART CTR	Rental - Facility (Short-term)	SP		2/20/2014
14-P0030378	966.00	TRINITY CRISTO REY LUTHERAN	Rental - Facility (Short-term)	SP		2/20/2014
14-P0030379	1,480.50	OUR LADY OF THE PILLAR CHURCH	Rental - Facility (Short-term)	SP		2/20/2014
14-P0030380	568.00	ACTION DOOR CONTROLS INC	Contracted Repair Services			2/20/2014
14-P0030381	100.00	SMART & FINAL	Food and Food Service Supplies	SP		2/20/2014
* 14-P0030382	12,057.43	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		2/20/2014
14-P0030383	82.71	FEDEX	Postage			2/20/2014
14-P0030384	8,157.21	D4 SOLUTIONS INC.	Site Improv - Contracted Svcs	SP	BOND	2/20/2014

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Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030385	875.95	ALLSTEEL INC	Equip/Software - >\$200 <\$1,000	SP	BOND	2/20/2014
14-P0030386	1,460.67	D4 SOLUTIONS INC.	Equipment - Other Contract Svc	SP		2/20/2014
14-P0030387	1,621.29	D4 SOLUTIONS INC.	Equipment - Other Contract Svc	SP		2/20/2014
14-P0030388	294.65	D4 SOLUTIONS INC.	Equipment - Other Contract Svc	SP		2/20/2014
14-P0030389	500.00	SWSH ARIZONA MFG INC	Non-Instructional Supplies	SP		2/20/2014
* 14-P0030390	1,256.50	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		2/20/2014
14-P0030391	5,000.00	NUEVA VISTA MEDIA	Contracted Services	SP		2/20/2014
14-P0030392	2,789.90	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	2/20/2014
14-P0030393	140.00	CITY OF ORANGE	Public Agencies' Assess & Fees			2/20/2014
14-P0030394	3,000.00	BLUE LINE MEDIA LLC	Advertising			2/20/2014
14-P0030395	225.00	CACCRAO CALIF ASSOC OF COMMUNITY	Conference Expenses			2/20/2014
14-P0030396	225.00	CACCRAO CALIF ASSOC OF COMMUNITY	Conference Expenses			2/20/2014
14-P0030397	225.00	CACCRAO CALIF ASSOC OF COMMUNITY	Conference Expenses			2/20/2014
14-P0030398	1,182.00	PLURALSIGHT LLC	Software License and Fees			2/20/2014
14-P0030399	2,500.00	STUDICA INC	Software License and Fees	SP		2/20/2014
14-P0030400	156.55	US TOY CO CONSTRUCTIVE PLAYTHINGS	Non-Instructional Supplies	SP		2/21/2014
14-P0030401	282.74	D4 SOLUTIONS INC.	Contracted Services			2/24/2014
* 14-P0030402	2,025.00	HEID JARED STEPHEN	Maint/Oper Service Agreements			2/24/2014
14-P0030403	4,759.22	ORANGE COAST PLUMBING INC	Contracted Services			2/24/2014
* 14-P0030404	9,450.54	TROXELL COMM INC	Instructional Supplies	SP		2/24/2014
14-P0030405	350.00	GU LOGIC INC	Non-Instructional Supplies	SP		2/24/2014
14-P0030406	9,551.00	CEM LAB CORP	Buildings - Construction Tests	SP		2/24/2014
14-P0030407	6,550.00	EXECUTIVE ENVIRONMENTAL	Buildings - Contracted Svcs	SP		2/24/2014
14-P0030408	66,880.00	LSA ASSOCIATES INC	Site Improv - Contracted Svcs	SP	BOND	2/24/2014
14-P0030409	2,800.00	COUNTY OF ORANGE	Sites - Licenses, Fees & Taxes	SP	BOND	2/24/2014
14-P0030410	5,000.00	WESTBERG & WHITE INC	Site Improv - Architects Fee	SP	BOND	2/24/2014
14-P0030411	119.40	NEW DREAM NETWORK LLC	Software License and Fees	SP		2/24/2014
14-P0030412	4,403.00	AUTOMATED DATA SYSTEMS	Software License and Fees	SP		2/24/2014
14-P0030413	888.00	AMERICAN EXPRESS	Conference Expenses	SP		2/24/2014
14-P0030414	495.00	NASBITE	Conference Expenses	SP		2/24/2014
14-P0030415	495.00	NASBITE	Conference Expenses	SP		2/24/2014
14-P0030416	1,638.00	CONSTANT CONTACT	Internet Services	SP		2/24/2014
14-P0030417	5,000.00	HOME DEPOT	Repair & Replacement Parts			2/24/2014
14-P0030418	2,000.00	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		2/24/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030419	417.77	CDW GOVERNMENT INC.	Instructional Supplies	SP		2/24/2014
14-P0030420	323.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		2/24/2014
14-P0030421	11,804.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			2/24/2014
14-P0030422	11,102.93	H & E EQUIPMENT SVCS INC	Equipment - All Other > \$1,000	SP		2/24/2014
14-P0030423	209.56	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			2/24/2014
14-P0030424	2,369.95	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			2/24/2014
14-P0030425	966.30	DENNIS JAMES CLEEK	Non-Instructional Supplies	SP		2/24/2014
14-P0030426	500.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			2/24/2014
14-P0030427	222.98	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			2/24/2014
14-P0030428	414.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			2/24/2014
* 14-P0030429	7,286.21	ALLSTEEL INC	Equip/Software - >\$200 <\$1,000	SP		2/25/2014
14-P0030430	4,795.20	CORPORATE BUSINESS INTERIORS INC	Equipment - Modular Furniture	SP		2/25/2014
14-P0030431	2,548.80	UNISOURCE PAPER CO	Instructional Supplies	SP		2/25/2014
14-P0030432	162.00	DON BOOKSTORE	Non-Instructional Supplies	SP		2/25/2014
14-P0030433	376.40	LINCOLN EQUIPMENT INC	Instructional Supplies	SP		2/25/2014
14-P0030434	4,874.79	SUNSTONE CENTER CT LESSEE	Contracted Services	SP		2/25/2014
14-P0030435	403.00	GOLD COAST TOURS	Transportation - Student	SP		2/25/2014
14-P0030436	225.00	WESTERN KENTUCKY UNIVERSITY RESEARCH FOUN	Conference Expenses	SP		2/25/2014
14-P0030437	6,002.20	ORANGE COUNTY INDUSTRIAL YSEWING MACHINE C	Equipment - Federal Progs >200	SP		2/25/2014
14-P0030438	256.50	TORRES-GUTIERREZ MARTHA	Conference Expenses	SP		2/25/2014
14-P0030439	512.51	APPERSON	Instructional Supplies	SP		2/25/2014
14-P0030440	3,275.10	VWR FUNDING INC	Instructional Supplies	SP		2/25/2014
14-P0030441	469.01	KULI IMAGE INC YKUSTOM IMPRINTS	Non-Instructional Supplies			2/25/2014
14-P0030442	6,018.00	CLASSIC PARTY RENTALS	Rental-Equipment (Short-term)	SP		2/25/2014
14-P0030443	73.41	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/25/2014
14-P0030444	285.09	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/25/2014
14-P0030445	8.63	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/25/2014
14-P0030446	523.80	DON BOOKSTORE	Non-Instructional Supplies	SP		2/25/2014
14-P0030447	127.61	BEACH CITY LIFT INC	Repair & Replacement Parts			2/25/2014
* 14-P0030448	14,215.00	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		2/25/2014
14-P0030449	1,023.63	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/25/2014
* 14-P0030450	2,599.46	APPLE COMPUTER INC	Instructional Supplies	SP		2/25/2014
14-P0030451	2,079.58	TROXELL COMM INC	Equipment - Federal Progs >200	SP		2/25/2014
14-P0030452	53.45	DELL COMPUTER	Non-Instructional Supplies	SP		2/25/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030453	1,451.49	MONOPRICE INC	Non-Instructional Supplies			2/25/2014
14-P0030454	2,598.84	DELL COMPUTER	Equipment - All Other > \$1,000			2/25/2014
14-P0030455	440.58	B & H PHOTO VIDEO INC	Instructional Supplies	SP		2/26/2014
14-P0030456	300.00	HOME DEPOT	Non-Instructional Supplies	SP		2/26/2014
14-P0030457	1,046.33	HYDRO SCAPE PRODUCTS INC	Non-Instructional Supplies			2/26/2014
14-P0030458	320.40	MOLLIE R. SMITH	Conference Expenses	SP		2/26/2014
14-P0030459	1,193.40	PLASTIC PERFECTION LLC	Instructional Supplies	SP		2/26/2014
14-P0030460	498.92	MICROTECH SCIENTIFIC	Instructional Supplies	SP		2/26/2014
14-P0030461	5,704.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		2/26/2014
14-P0030462	240.00	INLAND CUTTER SERVICE INC	Contracted Repair Services			2/26/2014
14-P0030463	500.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		2/26/2014
14-P0030464	300.00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		2/26/2014
14-P0030465	1,000.00	SMART & FINAL	Food and Food Service Supplies	SP		2/26/2014
14-P0030466	6,000.00	SMART & FINAL	Food and Food Service Supplies	SP		2/26/2014
14-P0030467	437.00	LYTTON PERRY	Repair & Replacement Parts			2/26/2014
14-P0030468	231.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/26/2014
14-P0030469	1,000.00	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		2/26/2014
14-P0030470	1,500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/26/2014
14-P0030471	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/26/2014
14-P0030472	1,000.00	AARDVARK CLAY & SUPPLIES	Instructional Supplies	SP		2/26/2014
14-P0030473	826.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/26/2014
14-P0030474	54.83	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/26/2014
14-P0030475	180.52	ULINE	Instructional Supplies	SP		2/26/2014
14-P0030476	720.00	COAST ELECTRIC	Contracted Services			2/26/2014
14-P0030477	1,550.28	PARALLAX INC	Instructional Supplies	SP		2/26/2014
14-P0030478	1,056.13	BIOQUIP PRODUCTS INC	Instructional Supplies	SP		2/26/2014
14-P0030479	451.08	VWR FUNDING INC	Instructional Supplies	SP		2/26/2014
14-P0030480	1,774.32	INSIGHT MEDIA	Instructional Supplies	SP		2/26/2014
14-P0030481	294.20	GARV INC	Instructional Supplies	SP		2/26/2014
14-P0030482	250.00	FUKUMOTO PHYLLIS H	Contracted Services	SP		2/26/2014
14-P0030483	1,043.96	DEMCO INC	Instructional Supplies	SP		2/26/2014
14-P0030484	93.00	EDWARD COSNER	Instructional Supplies	SP		2/26/2014
14-P0030485	159.00	APPERSON	Maint Contract - Office Equip			2/26/2014
14-P0030486	3,544.88	GRAINGER	Instructional Supplies			2/26/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030487	583.16	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/26/2014
* 14-P0030488	1,194.91	MCMASTER CARR SUPPLY CO	Instructional Supplies	SP		2/26/2014
14-P0030489	1,070.83	XPEDX PAPER CO	Non-Instructional Supplies			2/26/2014
14-P0030490	25,000.00	CITY OF SANTA ANA	Sites - Contracted Services	SP		2/26/2014
* 14-P0030491	10,029.87	GRUBER POWER SERVICES	Non-Instructional Supplies			2/26/2014
14-P0030492	22,702.80	PATON GROUP	Equipment - Federal Progs >200	SP		2/27/2014
14-P0030493	298.50	COAST ELECTRIC	Contracted Services			2/27/2014
14-P0030494	80,740.00	NEWCOMB ANDERSON MCCORMICK INC	Sites - Contracted Services	SP		2/27/2014
14-P0030495	9,875.00	DELCO ELECTRIC ENTERPRISES INC	Buildings - Contracted Svcs	SP		2/27/2014
14-P0030496	2,500.00	DELCO ELECTRIC ENTERPRISES INC	Contracted Services	SP		2/27/2014
14-P0030497	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		2/27/2014
14-P0030498	6,600.00	VOIP-DRAGON CONSULTING LLC	Contracted Services			2/27/2014
14-P0030499	3,000.00	INTER VALLEY POOL SUPPLY INC	Non-Instructional Supplies			2/28/2014
14-P0030500	500.00	HOME DEPOT	Non-Instructional Supplies			2/28/2014
14-P0030501	2,688.92	TOMARK SPORTS INC	Equip/Software - >\$200 <\$1,000	SP		2/28/2014
* 14-P0030502	1,340.22	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		2/28/2014
14-P0030503	3,125.00	BENTLEY SYSTEMS INC	Software License and Fees	SP		2/28/2014
14-P0030504	187.60	US TOY CO CONSTRUCTIVE PLAYTHINGS	Non-Instructional Supplies	SP		2/28/2014
14-P0030505	177.33	CDW GOVERNMENT INC.	Non-Instructional Supplies	SP		2/28/2014
14-P0030506	2,512.84	WELLS FARGO BANK	Equipment - Federal Progs >200	SP		2/28/2014
14-P0030507	2,100.00	CSU LONG BEACH	Other Participant Travel Exp	SP		2/28/2014
14-P0030508	1,552.32	KENJOHN HOTEL LIMITED PARTNERSHIP	Other Participant Travel Exp	SP		2/28/2014
14-P0030509	140.00	CSU LONG BEACH	Conference Expenses	SP		2/28/2014
14-P0030510	140.00	CSU LONG BEACH	Conference Expenses	SP		2/28/2014
14-P0030511	950.00	NACCTEP NAT'L ASSOC OF COMM	Conference Expenses	SP		2/28/2014
14-P0030512	1,845.00	CN SCHOOL AND OFFICE SOLUTIONS INC	Buildings - Contracted Svcs	SP		3/4/2014
14-P0030513	140.00	CSU LONG BEACH	Conference Expenses	SP		3/4/2014
14-P0030514	604.80	KENJOHN HOTEL LIMITED PARTNERSHIP	Conference Expenses	SP		3/4/2014
14-P0030515	4,324.84	XPEDX PAPER CO	Non-Instructional Supplies			3/4/2014
14-P0030516	1,248.00	APPLE COMPUTER INC	Software License and Fees	SP		3/4/2014
14-P0030517	966.60	APPERSON	Equip/Software - >\$200 <\$1,000			3/4/2014
14-P0030518	4,800.00	US DEPT. OF EDUCATION	Interfund Transfers In	SP		3/4/2014
14-P0030519	248.50	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		3/4/2014
14-P0030520	533.79	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		3/4/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030521	5,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/4/2014
14-P0030522	52.62	PHI THETA KAPPA	Other Exp Paid for Students	SP		3/4/2014
14-P0030523	195.00	GREY HOUSE PUBLISHING	Library Books - Periodicals			3/4/2014
14-P0030524	24.98	GAME INFORMER MAGAZINE	Library Books - Periodicals	SP		3/4/2014
14-P0030525	289.46	HANNIBAL'S RESTAURANT INC	Food and Food Service Supplies	SP		3/4/2014
14-P0030526	510.95	SVM LP	Supplies Paid for Students	SP		3/4/2014
14-P0030527	2,726.48	MICROTECH SCIENTIFIC	Instructional Supplies	SP		3/4/2014
14-P0030528	4,252.92	MICROTECH SCIENTIFIC	Instructional Supplies	SP		3/4/2014
* 14-P0030529	746.11	FISHER SCIENTIFIC	Instructional Supplies	SP		3/4/2014
14-P0030530	35.99	LAERDAL MEDICAL CORP	Instructional Supplies	SP		3/4/2014
14-P0030531	559.28	ZORO TOOLS INC	Instructional Supplies	SP		3/4/2014
14-P0030532	275.94	OXFORD UNIV PRESS	Instructional Supplies	SP		3/4/2014
14-P0030533	197.94	CORNER BAKERY/CBC RESTAURANT	Food and Food Service Supplies	SP		3/4/2014
14-P0030534	473.74	APCO GRAPHICS INC	Non-Instructional Supplies			3/4/2014
14-P0030535	457.92	TROXELL COMM INC	Instructional Supplies	SP		3/5/2014
14-P0030536	1,000.00	ORANGE COUNTY TAXPAYERS ASSOCIATION	Inst Dues & Memberships			3/5/2014
14-P0030537	177.03	SCAQMD	Other Licenses & Fees			3/5/2014
14-P0030538	420.76	DIANE KINCHELOE	Conference Expenses			3/5/2014
14-P0030539	288.34	DISPLAYS2GO	Non-Instructional Supplies	SP		3/5/2014
14-P0030540	2,850.00	AMAZON COM	Library Books - Comp Software			3/5/2014
14-P0030541	138.27	CHERYL COBBINA	Food and Food Service Supplies	SP		3/5/2014
14-P0030542	209.44	ACERO	Contracted Repair Services	SP		3/5/2014
14-P0030543	4,997.00	AMAZON COM	Library Books	SP		3/5/2014
14-P0030544	1,000.00	TURF STAR INC	Contracted Repair Services			3/5/2014
14-P0030545	500.00	WOODWARD'S ACE HARDWARE	Non-Instructional Supplies			3/5/2014
14-P0030546	1,000.00	AAA ELECTRIC MOTOR SALES	Repair & Replacement Parts			3/5/2014
14-P0030547	5,000.00	INTER VALLEY POOL SUPPLY INC	Non-Instructional Supplies			3/5/2014
14-P0030548	622.16	PARALLAX INC	Instructional Supplies	SP		3/5/2014
14-P0030549	363.98	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/5/2014
14-P0030550	62.95	DEMCO INC	Instructional Supplies	SP		3/5/2014
14-P0030551	3,445.16	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services			3/5/2014
14-P0030552	580.00	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		3/5/2014
14-P0030553	380.18	TRANE CO	Contracted Repair Services	SP		3/5/2014
14-P0030554	345.64	MAGNATAG	Instructional Supplies	SP		3/5/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030555	5,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/5/2014
14-P0030556	52,500.00	DON BOOKSTORE	Books Paid for Students	SP		3/5/2014
14-P0030557	200.00	DON BOOKSTORE	Other Exp Paid for Students	SP		3/5/2014
14-P0030558	2,709.58	UNITED SITE SERVICES OF CALIF INC	Sites - Contracted Services	SP	BOND	3/5/2014
14-P0030559	220.00	MONOTYPE IMAGING	Software License and Fees			3/5/2014
14-P0030560	1,968.56	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			3/5/2014
14-P0030562	4,388.45	GREEN BUILDING CERTIFICATION INSTITUTE	Buildings - Contracted Svcs	SP	BOND	3/6/2014
14-P0030563	4,500.00	DIVERSIFIED REALTY APPRAISAL, LP	Sites - Contracted Services	SP		3/6/2014
14-P0030564	892.10	SPINITAR PRESENTATION PRODUCTS	Instructional Supplies			3/6/2014
14-P0030565	697.41	MICROTECH SCIENTIFIC	Instructional Supplies	SP		3/6/2014
14-P0030566	177.10	CAPITOL ENQUIRY	Non-Instructional Supplies			3/6/2014
14-P0030567	308.36	LEARNING SEED	Instructional Supplies	SP		3/6/2014
14-P0030568	4,374.26	ART.COM INC	Instructional Supplies	SP		3/6/2014
14-P0030569	250.55	HI STANDARD AUTOMOTIVE	Equipment - All Other > \$1,000	SP		3/6/2014
14-P0030570	1,748.00	GOENGINEER	Software License and Fees	SP		3/6/2014
14-P0030571	592.92	B & H PHOTO VIDEO INC	Software License and Fees	SP		3/6/2014
14-P0030572	1,004.35	B & H PHOTO VIDEO INC	Software License and Fees	SP		3/6/2014
14-P0030574	457.92	BUSINESS MACHINES SECURITY	Non-Instructional Supplies	SP		3/6/2014
14-P0030575	646.92	B & H PHOTO VIDEO INC	Equipment - Federal Progs >200	SP		3/6/2014
14-P0030576	750.00	TRUVEN HEALTH ANALYTICS INC	Software Support Service	SP		3/6/2014
14-P0030577	259.00	SURVEY MONKEY INC	Internet Services	SP		3/6/2014
14-P0030578	582.36	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/6/2014
14-P0030579	391,000.00	HENSEL PHELPS CONSTRUCTION CO	Buildings - Contracted Svcs	SP	BOND	3/6/2014
14-P0030580	112,500.00	WEST COAST NETTING INC	Buildings - Contracted Svcs	SP	BOND	3/6/2014
14-P0030581	660.57	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			3/6/2014
14-P0030582	4,012.49	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		3/6/2014
14-P0030583	3,797.76	INTELLI-TECH	Equipment - All Other > \$1,000	SP		3/6/2014
14-P0030584	11,341.82	CDW GOVERNMENT INC.	Equip/Software - >\$200 <\$1,000			3/6/2014
14-P0030585	2,595.84	SCHOOL OUTFITTERS	Equipment - All Other > \$1,000	SP		3/6/2014
14-P0030586	251.99	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		3/6/2014
14-P0149291	54.00	XEROX CORP	Excess/Copies Useage			2/19/2014
14-P0149292	131,854.00	SANTA ANA BEAUTY ACADEMY	Instructional Agrmt - Salary			2/25/2014
Grand Total:		\$2,279,932.59				

Legend: * = Multiple Accounts for this P.O. SP = Special Project

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 2, 2014 THROUGH MARCH 8, 2014
BOARD MEETING OF MARCH 24, 2014**

P.O. #	Amount	Description	Department	Comment
14-P0030143	\$55,505.82	Dell computers and related components	SAC-Business Division	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
14-P0030154	\$17,762.28	Dell computers and related accessories and components	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
14-P0030172	\$21,000.00	Consulting services to provide supervision and field instruction to Master of Social Work (MSW) interns assigned to Early Head Start (EHS) program	DO-Child Development Services	Board approved: February 3, 2014
14-P0030210	\$89,603.00	Architectural programming and planning services for the Orange Education Center	DO-Facility Planning	Board approved: February 3, 2014
14-P0030231	\$27,500.00	Removal and replacement of Lochinvar pool heater at Santa Ana College	SAC-Maintenance & Operations	Received Quotations: 1) *ACCO Engineered Systems, Inc. 2) Southland Industries *Successful Bidder
14-P0030234	\$40,359.36	Canon cameras, microphone systems, tripods and related accessories	SCC-Business & Career Technical Education	Received Quotations: 1) *B & H Photo Video, Inc. 2) Samy's Camera 3) Adorama *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 2, 2014 THROUGH MARCH 8, 2014
BOARD MEETING OF MARCH 24, 2014**

P.O. #	Amount	Description	Department	Comment
14-P0030270	\$70,000.00	Blended packs to include access to online course materials related to Ice House Entrepreneurship Program	DO-Educational Services	Board approved: February 3, 2014
14-P0030273	\$17,519.20	Receiving, delivery/installation, design and specification of Allsteel furniture for offices in the Humanities Building at Santiago Canyon College	SCC-Administrative Services	Purchased from the California Multiple Award Schedule CMAS Contract #4-09-71-0087A Board approved: June 22, 2009
14-P0030292	\$120,000.00	Specialized legal services related to construction matters and Orange County funding disputes	DO-Business Operations/Fiscal Services	Board approved: July 22, 2013
14-P0030346	\$25,900.00	Installation of electrical system for the Humanities Building at Santiago Canyon College	DO-Facility Planning	Received Quotations: 1) *Current Electric 2) Coast Electric *Successful Bidder
14-P0030347	\$108,000.00	Student planning software license, training, consulting and software support services	DO-ITS	Board approved: January 13, 2014
14-P0030408	\$66,880.00	Consulting services related to California Environmental Quality Act (CEQA) and parking at Santa Ana College	DO-Facility Planning	Board approved: February 3, 2014
14-P0030490	\$25,000.00	Reimbursable expenses for potential land conversion with the City of Santa Ana for Centennial Education Center leased property	DO-Facility Planning	Board approved: January 18, 2011

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 2, 2014 THROUGH MARCH 8, 2014
BOARD MEETING OF MARCH 24, 2014**

P.O. #	Amount	Description	Department	Comment
14-P0030492	\$22,702.80	BenchMill 6000 - CNC Machining Center, software, accessories and related components	SAC-Business Division	Received Quotations: 1) *Paton Group 2) Career & Technical Training (CTT) 3) Northwest Tech Inc. *Successful Bidder
14-P0030494	\$80,740.00	Consulting services to provide District-wide development sustainability plan	DO-Facility Planning	Board approved: February 3, 2014
14-P0030556	\$52,500.00	Blanket PO for Spring 2014 book vouchers for Santiago Canyon College EOPS students	SCC-EOPS	
14-P0030579	\$391,000.00	Consulting services related to the pre-construction services of the Central Plant at Santa Ana College	DO-Facility Planning	Board approved: February 18, 2014
14-P0030580	\$112,500.00	Sports field netting project at Santiago Canyon College	DO-Facility Planning	Bid #1220 To be ratified by the Board of Trustees on March 24, 2014 per the California Uniform Public Construction Cost Accounting Act (Public Contract Code, Section 22032)
14-P0149292	\$131,854.00	Vocation Cosmetology Education program	SCC-Career Education	Board approved: September 23, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: March 24, 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>
<p>1. Basic Skills Initiative (SAC & SCC) – <i>Adjustment</i> Recalculation apportionment adjusting the Basic Skills Initiative funding for fiscal year 2012/13 from the California Community College Chancellor’s Office to be used to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, research and purchase of instructional materials directly related to the enhancement of basic skills in educational programs. (13/14). <i>No match required.</i></p> <p style="margin-left: 40px;">Santa Ana College -\$13,458 Santiago Canyon College -\$28,436</p>	02/20/2014	-\$41,894
<p>2. Board Financial Assistance Program (BFAP) (SAC) Annual allocation from the California Community Colleges Chancellor’s Office to assist students in need of financial aid by supporting financial aid staff and equipment costs. (13/14). <i>No match required.</i></p>	07/01/2013	\$737,337
<p>3. California Space Grant Consortium (CaSGC) – MESA Community College Laboratory Research Experience (SAC) A sub-contract award from the California Space Grant Consortium funded by NASA through the University of California, San Diego. Santa Ana College and Chapman University are partners in this collaborative to create university laboratory research experiences. Through this project 20 SAC MESA students will engage in hands-on, applied research at the Center for Excellence in Earth Observing at Chapman University. (13/14). <i>No match required.</i></p>	03/01/2014	\$10,000

RECOMMENDATION

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

Fiscal Impact: \$705,443	Board Date: March 24, 2014
Item Prepared by: Maria Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (credit)
FISCAL YEAR: 2013/2014 (Carryover)

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$199,567
 FY 12/13 Adjustment (P1): **(\$5,383)**
 FY 12/13 P1 Total \$194,184
 FY 12/13 Augmentation (P2): \$5,383
 FY 12/13 P2 Total \$199,567

 FY 13/14 Carryover \$199,567
 FY 12/13 Recalculation Apprmt. Adjustment **(\$5,383)**
FY 13/14 Total \$194,184

PRJ. ADMIN. Linda Rose
 PRJ. DIR. Mary Huebsch
 Date: 03/13/2014

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2082_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		37,308		37,308		
12_2082_602000_15310_1480	Part-Time Reassigned Time : Counseling	3,253		3,253			
12_2082_602000_15310_1483	Beyond Contr - Reassigned Time : Counseling	260		260			
12_2082_602000_15310_1485	Int/Sum - Reassigned Time, PT : Counseling	0		0			
12_2082_602000_15310_3115	STRS - Non-Instructional : Counseling	89		89			
12_2082_602000_15310_3325	Medicare - Non-Instructional : Counseling	51		51			
12_2082_602000_15310_3335	PARS - Non-Instructional : Counseling	32		32			
12_2082_602000_15310_3435	H & W - Retiree Fund Non-Inst : Counseling	36		36			
12_2082_602000_15310_3515	SUI - Non-Instructional : Counseling	3		3			
12_2082_602000_15310_3615	WCI - Non-Instructional : Counseling	84		84			
12_2082_602000_15635_1483	Beyond Contr - Reassigned Time : Learning Sup	13,250		13,250			
12_2082_602000_15635_3115	STRS - Non-Instructional : Learning Support C	1,100		1,100			
12_2082_602000_15635_3325	Medicare - Non-Instructional : Learning Suppo	192		192			
12_2082_602000_15635_3435	H & W - Retiree Fund Non-Inst : Learning Supp	133		133			
12_2082_602000_15635_3515	SUI - Non-Instructional : Learning Support Ce	7		7			
12_2082_602000_15635_3615	WCI - Non-Instructional : Learning Support Ce	318		318			
12_2082_602000_16202_1483	Beyond Contr - Reassigned Time : Math Study C	16,350		16,350			
12_2082_602000_16202_3115	STRS - Non-Instructional : Math Study Center	1,350		1,350			
12_2082_602000_16202_3325	Medicare - Non-Instructional : Math Study Cen	237		237			
12_2082_602000_16202_3435	H & W - Retiree Fund Non-Inst : Math Study Ce	163		163			
12_2082_602000_16202_3515	SUI - Non-Instructional : Math Study Center	8		8			
12_2082_602000_16202_3615	WCI - Non-Instructional : Math Study Center	392		392			
	2082 - BSI 13-Prog/Curr Plan & Dev	37,308	37,308	37,308	37,308	0	0
12_2083_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		4,680		4,680		

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (credit)
FISCAL YEAR: 2013/2014 (Carryover)

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 FY 12/13 P2 Total \$199,567

 FY 13/14 Carryover \$199,567
 FY 12/13 Recalculation Apprmt. Adjustment **(\$5,383)**
FY 13/14 Total \$194,184

PRJ. ADMIN. Linda Rose
 PRJ. DIR. Mary Huebsch
 Date: 03/13/2014

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2083_499900_15051_5999	Special Project Holding Acct : Academic Affai	4,680		4,680			
	2083 - BSI 13-Student Assessment	4,680	4,680	4,680	4,680	0	0
12_2084_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		29,533		29,533		
12_2084_631000_15310_1430	Part-Time Counselors : Counseling	23,185		23,185			
12_2084_631000_15310_1435	Int/Sum - Counselors,Part-Time : Counseling	0		0			
12_2084_631000_15310_3115	STRS - Non-Instructional : Counseling	1,730		1,730			
12_2084_631000_15310_3325	Medicare - Non-Instructional : Counseling	336		336			
12_2084_631000_15310_3335	PARS - Non-Instructional : Counseling	29		29			
12_2084_631000_15310_3435	H & W - Retiree Fund Non-Inst : Counseling	232		232			
12_2084_631000_15310_3515	SUI - Non-Instructional : Counseling	11		11			
12_2084_631000_15310_3615	WCI - Non-Instructional : Counseling	556		556			
12_2084_602000_15350_1483	Beyond Contr - Reassigned Time : Transfer Cen	3,052		3,052			
12_2084_602000_15350_3115	STRS - Non-Instructional : Transfer Center	252		252			
12_2084_602000_15350_3325	Medicare - Non-Instructional : Transfer Cente	44		44			
12_2084_602000_15350_3435	H & W - Retiree Fund Non-Inst : Transfer Cent	31		31			
12_2084_602000_15350_3515	SUI - Non-Instructional : Transfer Center	2		2			
12_2084_602000_15350_3615	WCI - Non-Instructional : Transfer Center	73		73			
	2084 - BSI 13-Advisement/Counseling	29,533	29,533	29,533	29,533	0	0
12_2085_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		23,514		18,131	5,383	
12_2085_170100_16201_2420	Inst Assistant - Hourly : Mathematics	22,142		17,072			5,070
12_2085_170100_16201_3321	Medicare - Instructional : Mathematics	321		248			73
12_2085_170100_16201_3331	PARS - Instructional : Mathematics	288		222			66
12_2085_170100_16201_3431	H & W - Retiree Fund Inst : Mathematics	221		171			50
12_2085_170100_16201_3511	SUI - Instructional : Mathematics	11		9			2

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (credit)
FISCAL YEAR: 2013/2014 (Carryover)

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$199,567
 FY 12/13 Adjustment (P1): **(\$5,383)**
 FY 12/13 P1 Total \$194,184
 FY 12/13 Augmentation (P2): \$5,383
 FY 12/13 P2 Total \$199,567

 FY 13/14 Carryover \$199,567
 FY 12/13 Recalculation Apprtmt.
 Adjustment **(\$5,383)**
FY 13/14 Total \$194,184

PRJ. ADMIN. Linda Rose
 PRJ. DIR. Mary Huebsch
 Date: 03/13/2014

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2085_170100_16201_3611	WCI - Instructional : Mathematics	531		409			122
	2085 - BSI 13-Suppl Instr & Tutoring	23,514	23,514	18,131	18,131	5,383	5,383
12_2086_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		10,185		10,185		
12_2086_499900_15051_1453	Beyond Contract - Coordinators : Academic Aff	9,000		9,000			
12_2086_499900_15051_3115	STRS - Non-Instructional : Academic Affairs O	743		743			
12_2086_499900_15051_3325	Medicare - Non-Instructional : Academic Affai	131		131			
12_2086_499900_15051_3435	H & W - Retiree Fund Non-Inst : Academic Affa	90		90			
12_2086_499900_15051_3515	SUI - Non-Instructional : Academic Affairs Of	5		5			
12_2086_499900_15051_3615	WCI - Non-Instructional : Academic Affairs Of	216		216			
	2086 - BSI 13-Articulation	10,185	10,185	10,185	10,185	0	0
12_2087_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		34,477		34,477		
12_2087_611000_15635_4610	Non-Instructional Supplies : Learning Support	2,600		2,600			
12_2087_611000_16202_4610	Non-Instructional Supplies : Math Study Cente	201		201			
12_2087_611000_16202_6410	Equipment - All Other > \$1,000 : Math Study C	5,616		5,616			
12_2087_611000_16202_6419	Equip/Software - >\$200 <\$1,000 : Math Study C	26,060		26,060			
	2087 - BSI 13-Instr Materials/Equipment	34,477	34,477	34,477	34,477	0	0
12_2088_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		59,870		59,870		
12_2088_499900_15051_1454	Int/Sum Beyond Contr-Coordinat : Academic Aff	6,000		6,000			
12_2088_499900_15051_2320	Classified Employees - Hourly : Academic Affa	0		0			
12_2088_499900_15051_3115	STRS - Non-Instructional : Academic Affairs O	495		495			
12_2088_499900_15051_3215	PERS - Non-Instructional : Academic Affairs O	0		0			
12_2088_499900_15051_3315	OASDHI - Non-Instructional : Academic Affairs	0		0			
12_2088_499900_15051_3325	Medicare - Non-Instructional : Academic Affai	87		87			
12_2088_499900_15051_3435	H & W - Retiree Fund Non-Inst : Academic Affa	60		60			

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (credit)
FISCAL YEAR: 2013/2014 (Carryover)

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$199,567
 FY 12/13 Adjustment (P1): **(\$5,383)**
 FY 12/13 P1 Total \$194,184
 FY 12/13 Augmentation (P2): \$5,383
 FY 12/13 P2 Total \$199,567

 FY 13/14 Carryover \$199,567
 FY 12/13 Recalculation Apprmt. Adjustment **(\$5,383)**
FY 13/14 Total \$194,184

PRJ. ADMIN. Linda Rose
 PRJ. DIR. Mary Huebsch
 Date: 03/13/2014

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2088_499900_15051_3515	SUI - Non-Instructional : Academic Affairs Of	3		3			
12_2088_499900_15051_3615	WCI - Non-Instructional : Academic Affairs Of	144		144			
12_2088_601000_15051_2320	Classified Employees - Hourly : Academic Affa	3,264		3,264			
12_2088_601000_15051_3215	PERS - Non-Instructional : Academic Affairs O	374		374			
12_2088_601000_15051_3315	OASDHI - Non-Instructional : Academic Affairs	202		202			
12_2088_601000_15051_3325	Medicare - Non-Instructional : Academic Affai	47		47			
12_2088_601000_15051_3435	H & W - Retiree Fund Non-Inst : Academic Affa	33		33			
12_2088_601000_15051_3515	SUI - Non-Instructional : Academic Affairs Of	2		2			
12_2088_601000_15051_3615	WCI - Non-Instructional : Academic Affairs Of	78		78			
12_2088_675000_15051_4610	Non-Instructional Supplies : Academic Affairs	5,000		5,000			
12_2088_675000_15051_5210	Conference Expenses : Academic Affairs Office	30,163		30,163			
12_2088_493086_15545_1310	Part-Time Instructors : Communications Studie	12,301		12,301			
12_2088_493086_15545_3111	STRS - Instructional : Communications Studies	1,015		1,015			
12_2088_493086_15545_3321	Medicare - Instructional : Communications Stu	178		178			
12_2088_493086_15545_3431	H & W - Retiree Fund Inst : Communications St	123		123			
12_2088_493086_15545_3511	SUI - Instructional : Communications Studies	6		6			
12_2088_493086_15545_3611	WCI - Instructional : Communications Studies	295		295			
	2088 - BSI 13-Coord/Research/Staff Dvlp	59,870	59,870	59,870	59,870	0	0
	TOTAL - Basic Skills Initiative -12/13 (SAC)	199,567	199,567	194,184	194,184	5,383	5,383

5.1(5)

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (non-credit)
FISCAL YEAR: 2013/2014 (Carryover)

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$299,350
 FY 12/13 Adjustment (P1): **(\$8,075)**
 FY 12/13 P1 Total \$291,275
 FY 12/13 Augmentation (P2): **\$8,075**
 FY 12/13 P2 Total \$299,350
 FY 13/14 Carryover \$299,350
 FY 12/13 Recalculation Apprmt.
 Adjustment **(\$8,075)**
FY 13/14 Total \$291,275

PRJ. ADMIN. James Kennedy
 PRJ. DIR. Sergio Sotelo
 Date: 03/13/2014

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2082_00000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		41,212		41,212		
12_2082_619000_18100_1483	Beyond Contr - Reassigned Time : Continuing E	8,683		8,683			
12_2082_619000_18100_3115	STRS - Non-Instructional : Continuing Educati	716		716			
12_2082_619000_18100_3325	Medicare - Non-Instructional : Continuing Edu	126		126			
12_2082_619000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	87		87			
12_2082_619000_18100_3515	SUI - Non-Instructional : Continuing Educatio	4		4			
12_2082_619000_18100_3615	WCI - Non-Instructional : Continuing Educatio	208		208			
12_2082_602000_18200_1480	Part-Time Reassigned Time : SAC Continuing Ed	27,766		27,766			
12_2082_602000_18200_3115	STRS - Non-Instructional : SAC Continuing Ed-	2,291		2,291			
12_2082_602000_18200_3325	Medicare - Non-Instructional : SAC Continuing	393		393			
12_2082_602000_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	271		271			
12_2082_602000_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	14		14			
12_2082_602000_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	653		653			
	2082 - BSI 13-Prog/Curr Plan & Dev	41,212	41,212	41,212	41,212	0	0
12_2083_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		4,526		4,526		
12_2083_649000_18100_1480	Part-Time Reassigned Time : Continuing Educat	3,500		3,500			
12_2083_649000_18100_3115	STRS - Non-Instructional : Continuing Educati	289		289			
12_2083_649000_18100_3325	Medicare - Non-Instructional : Continuing Edu	51		51			
12_2083_649000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	35		35			
12_2083_649000_18100_3515	SUI - Non-Instructional : Continuing Educatio	2		2			
12_2083_649000_18100_3615	WCI - Non-Instructional : Continuing Educatio	84		84			
12_2083_499900_18200_5999	Special Project Holding Acct : SAC Continuing	565		565			
	2083 - BSI 13-Student Assessment	4,526	4,526	4,526	4,526	0	0
12_2084_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		66,727		66,727		
12_2084_631000_18100_1430	Part-Time Counselors : Continuing Education D	6,900		6,900			

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (non-credit)
FISCAL YEAR: 2013/2014 (Carryover)

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 FY 12/13 P2 Total \$299,350
 FY 13/14 Carryover \$299,350
 FY 12/13 Recalculation Apprtmt. Adjustment **(\$8,075)**
 FY 13/14 Total **\$291,275**

PRJ. ADMIN. James Kennedy
 PRJ. DIR. Sergio Sotelo
 Date: 03/13/2014

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2084_631000_18100_1483	Beyond Contr - Reassigned Time : Continuing E	5,226		5,226			
12_2084_631000_18100_3115	STRS - Non-Instructional : Continuing Educati	1,000		1,000			
12_2084_631000_18100_3325	Medicare - Non-Instructional : Continuing Edu	185		185			
12_2084_631000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	128		128			
12_2084_631000_18100_3515	SUI - Non-Instructional : Continuing Educatio	6		6			
12_2084_631000_18100_3615	WCI - Non-Instructional : Continuing Educatio	306		306			
12_2084_649000_18100_5966	Transportation - Student : Continuing Educati	900		900			
12_2084_499900_18200_5999	Special Project Holding Acct : SAC Continuing	52,076		52,076			
	2084 - BSI 13-Advisement/Counseling	66,727	66,727	66,727	66,727	0	0
12_2085_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		47,056		38,981	8,075	
12_2085_499900_18200_5999	Special Project Holding Acct : SAC Continuing	47,056		38,981			8,075
	2085 - BSI 13-Suppl Instr & Tutoring	47,056	47,056	38,981	38,981	8,075	8,075
12_2086_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		3,396		3,396		
12_2086_602000_18200_1480	Part-Time Reassigned Time : SAC Continuing Ed	3,000		3,000			
12_2086_602000_18200_3115	STRS - Non-Instructional : SAC Continuing Ed-	248		248			
12_2086_602000_18200_3325	Medicare - Non-Instructional : SAC Continuing	44		44			
12_2086_602000_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	30		30			
12_2086_602000_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	2		2			
12_2086_602000_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	72		72			
	2086 - BSI 13-Articulation	3,396	3,396	3,396	3,396	0	0
12_2087_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		86,778		86,778		
12_2087_493062_18200_4610	Non-Instructional Supplies : SAC Continuing E	11,306		11,306			
12_2087_493062_18200_5100	Contracted Services : SAC Continuing Ed-Instr	1,331		1,331			
12_2087_493062_18200_6412	Equipment - Modular Furniture : SAC Continuin	1		1			
12_2087_493062_18200_6419	Equip/Software - >\$200 <\$1,000 : SAC Continui	8,864		8,864			

5.1(7)

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (non-credit)
FISCAL YEAR: 2013/2014 (Carryover)

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$299,350
 FY 12/13 Adjustment (P1): **(\$8,075)**
 FY 12/13 P1 Total \$291,275
 FY 12/13 Augmentation (P2): **\$8,075**
 FY 12/13 P2 Total \$299,350
 FY 13/14 Carryover \$299,350
 FY 12/13 Recalculation Apprmt.
 Adjustment **(\$8,075)**
FY 13/14 Total \$291,275

PRJ. ADMIN. James Kennedy
 PRJ. DIR. Sergio Sotelo
 Date: 03/13/2014

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2087_493087_18200_6410	Equipment - All Other > \$1,000 : SAC Continui	24,171		24,171			
12_2087_499900_18200_4210	Books, Mags & Ref Mat, Non-Lib : SAC Continui	37,000		37,000			
12_2087_499900_18200_5999	Special Project Holding Acct : SAC Continuing	2,276		2,276			
12_2087_499900_18200_6419	Equip/Software - >\$200 <\$1,000 : SAC Continui	1,829		1,829			
	2087 - BSI 13-Instr Materials/Equipment	86,778	86,778	86,778	86,778	0	0
12_2088_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		49,655		49,655		
12_2088_675000_18100_1480	Part-Time Reassigned Time : Continuing Educat	10,400		10,400			
12_2088_675000_18100_1483	Beyond Contr - Reassigned Time : Continuing E	3,545		3,545			
12_2088_675000_18100_3115	STRS - Non-Instructional : Continuing Educati	1,150		1,150			
12_2088_675000_18100_3325	Medicare - Non-Instructional : Continuing Edu	202		202			
12_2088_675000_18100_3335	PARS - Non-Instructional : Continuing Educati	0		0			
12_2088_675000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	139		139			
12_2088_675000_18100_3515	SUI - Non-Instructional : Continuing Educatio	7		7			
12_2088_675000_18100_3615	WCI - Non-Instructional : Continuing Educatio	335		335			
12_2088_675000_18100_5210	Conference Expenses : Continuing Education Di	12,500		12,500			
12_2088_499900_18200_5999	Special Project Holding Acct : SAC Continuing	21,377		21,377			
	2088 - BSI 13-Coord/Research/Staff Dvlp	49,655	49,655	49,655	49,655	0	0
	TOTAL - Basic Skills Initiative -12/13 (CEC)	299,350	299,350	291,275	291,275	8,075	8,075

5.1(8)

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2013/2014 (Carryover)

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$184,758
 FY 12/13 Adjustment (P1): **(\$28,436)**
 FY 12/13 P1 Total \$156,322
 FY 12/13 Augmentation (P2): \$28,436
 FY 12/13 P2 Total \$184,758

 FY 13/14 Carryover \$184,758
 FY 12/13 Recalculation Apprtmt. Adjustment **(\$28,436)**
 FY 13/14 Total **\$156,322**

PRJ. ADMIN. Aracely Mora
 PRJ. DIR. Maureen Roe
 Date: 03/13/2014

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2082_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		109,508		81,072	28,436	
12_2082_499900_25051_5999	Special Project Holding Acct : Academic Affai	109,508		81,072			28,436
	2082 - BSI 13-Prog/Curr Plan & Dev	109,508	109,508	81,072	81,072	28,436	28,436
12_2083_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		4,000		4,000		
12_2083_499900_25051_5999	Special Project Holding Acct : Academic Affai	4,000		4,000			
	2083 - BSI 13-Student Assessment	4,000	4,000	4,000	4,000	0	0
12_2084_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		20,000		20,000		
12_2084_499900_25051_5999	Special Project Holding Acct : Academic Affai	19,250		19,250			
12_2084_631000_29325_5966	Transportation - Student : Counseling	750		750			
	2084 - BSI 13-Advisement/Counseling	20,000	20,000	20,000	20,000	0	0
12_2085_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		46,000		46,000		
12_2085_499900_25051_5999	Special Project Holding Acct : Academic Affai	37,740		37,740			
12_2085_619000_28100_1480	Part-Time Reassigned Time : Continuing Educat	7,300		7,300			
12_2085_619000_28100_3115	STRS - Non-Instructional : Continuing Educati	602		602			
12_2085_619000_28100_3325	Medicare - Non-Instructional : Continuing Edu	106		106			
12_2085_619000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	73		73			
12_2085_619000_28100_3515	SUI - Non-Instructional : Continuing Educatio	4		4			
12_2085_619000_28100_3615	WCI - Non-Instructional : Continuing Educatio	175		175			
	2085 - BSI 13-Suppl Instr & Tutoring	46,000	46,000	46,000	46,000	0	0
12_2087_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		5,000		5,000		
12_2087_499900_25051_5999	Special Project Holding Acct : Academic Affai	5,000		5,000			
	2087 - BSI 13-Instr Materials/Equipment	5,000	5,000	5,000	5,000	0	0
12_2088_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		250		250		

5.1(9)

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2013/2014 (Carryover)

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$184,758
 FY 12/13 Adjustment (P1): (\$28,436)
 FY 12/13 P1 Total \$156,322
 FY 12/13 Augmentation (P2): \$28,436
 FY 12/13 P2 Total \$184,758

 FY 13/14 Carryover \$184,758
 FY 12/13 Recalculation Apprtmt. Adjustment (\$28,436)
 FY 13/14 Total **\$156,322**

PRJ. ADMIN. Aracely Mora
 PRJ. DIR. Maureen Roe
 Date: 03/13/2014

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2088_675000_25370_5210	Conference Expenses : Reading	250		250			
	2088 - BSI 13-Coord/Research/Staff Dvlp	250	250	250	250	0	0
	TOTAL - Basic Skills Initiative -12/13 (SCC)	184,758	184,758	156,322	156,322	28,436	28,436

5.1(10)

**CALIFORNIA COMMUNITY COLLEGES
MONTHLY PAYMENT SCHEDULE**

2012-13 RECALCULATION APPORTIONMENT (Revision - February 20, 2014)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
RANCHO SANTIAGO COUNTY**

EXHIBIT D

PROGRAM	AMOUNT CERTIFIED	TOTAL PAID THRU. P2 (AUG. 2013)	FEBRUARY RDA BACKFILL #1	FEBRUARY RDA BACKFILL #2	PAYMENT FEBRUARY 2014	TOTAL PAID THRU. FEBRUARY 2014	UNPAID BALANCE
GENERAL APPORTIONMENT	51,932,321	48,017,648	323,152	159,053	1,102,635	49,602,488	2,329,833
EDUCATION PROTECTION ACCOUNT	20,884,913	20,761,952				20,761,952	122,961
BOG FEE WAIVERS ADMIN.	240,102	240,102			0	240,102	0
APPRENTICE ALLOWANCE	1,389,973	1,389,973			0	1,389,973	0
BASIC SKILLS	641,781	683,675			-41,894	641,781	0
S. F. A. A.	992,346	997,383			-5,037	992,346	0
E. O. P. S.	1,250,973	1,252,124			-1,151	1,250,973	0
C. A. R. E.	75,921	80,259			-4,338	75,921	0
D. S. P. S.	1,336,142	1,334,924			1,218	1,336,142	0
STATE HOSPITALS	0	0			0	0	0
CALWORKS	323,611	324,246			-635	323,611	0
MATRICULATION (CREDIT)	1,328,495	1,328,495			0	1,328,495	0
MATRICULATION (NONCREDIT)	1,327,254	1,327,254			0	1,327,254	0
EQUAL EMPLOYMENT OPPORTUNITY	12,781	12,781			0	12,781	0
PART-TIME FACULTY ALLOCATION	691,647	691,647			0	691,647	0
TELECOMMUNICATIONS	0	0			0	0	0
TANF	99,291	105,798			-6,507	99,291	0
ECONOMIC DEVELOPMENT	0	0			0	0	0
NURSING EDUCATION	135,287	113,641			21,646	135,287	0
STATE CAREER TECH. EDUCATION	0	0			0	0	0
CHILDCARE TAXBAILOUT	231,076	231,076			0	231,076	0
TRANSFER & ARTICULATION	0	0			0	0	0
PART-TIME FAC OFFICE HOURS	0	0			0	0	0
PART-TIME FAC INS.	0	0			0	0	0
RETURN TO TITLE IV	0	0			0	0	0
MAINTENANCE ALLOWANCE	0	0			0	0	0
PRIOR YEAR CORRECTION	179,050	179,050			0	179,050	0
TOTAL	83,072,964	79,072,028	323,152	159,053	1,065,937	80,620,170	2,452,794

Report produced on 2/24/2014 at 8:55:31AM

SPECIAL PROJECT DETAILED BUDGET # 2550
NAME: Board Financial Aid Admin (BFAP) - SAC
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 7/1/13 - 06/30/14
 CONTRACT INCOME: \$737,337

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Robert Manson

Date: 03/13/14

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-000000-10000-8629	Other Gen Categorical Appor		699,565		737,337		37,772
12-2550-646000-19405-2130	Classified Employees : Fina	434,482		453,692		19,210	
12-2550-646000-19405-2320	Classified Employees - Hour	10,167		10,167		-	-
12-2550-646000-19405-2350	Overtime - Classified Emplo	5,666		5,666		-	-
12-2550-646000-19405-3215	PERS - Non-Instructional :	50,218		51,912		1,694	
12-2550-646000-19405-3315	OASDHI - Non-Instructional	27,966		29,624		1,658	
12-2550-646000-19405-3325	Medicare - Non-Instructiona	6,688		6,928		240	
12-2550-646000-19405-3335	PARS - Non-Instructional :	132		132		-	-
12-2550-646000-19405-3415	H & W - Non-Instructional :	101,797		100,393			1,404
12-2550-646000-19405-3435	H & W - Retiree Fund Non-In	4,670		4,807		137	
12-2550-646000-19405-3515	SUI - Non-Instructional : F	5,136		241			4,895
12-2550-646000-19405-3615	WCI - Non-Instructional : F	11,206		11,536		330	
12-2550-646000-19405-3915	Other Benefits - Non-Instru	11,225		11,141			84
12-2550-646000-19405-4610	Non-Instructional Supplies	8,173		8,173		-	-
12-2550-646000-19405-4710	Food and Food Services supplies	-		1,886		1,886	
12-2550-646000-19405-5100	Contracted Services : Finan	739		4,739		4,000	
12-2550-646000-19405-5220	Mileage/Parking Expenses :	44		44		-	-
12-2550-646000-19405-5300	Inst Dues & Memberships : F	150		3,150		3,000	
12-2550-646000-19405-5630	Maint Contract - Office Equ	5,000		5,000		-	-
12-2550-646000-19405-5940	Reproduction/Printing Expen	19		19		-	-
12-2550-646000-19405-6410	Equipment - All Other > \$1,	4,966		14,966		10,000	
12-2550-646000-19405-6419	Equip/Software - >\$200 <\$1,	5,472		7,472		2,000	
12-2550-675000-19405-5210	Conference Expenses : Finan	5,649		5,649		-	-
Totals for PROJECT: 2550	- Student Fin Aid Admin -	699,565	699,565	737,337	737,337	44,155	44,155

5.1(12)

SPECIAL PROJECT DETAILED BUDGET #1xxx

NAME: California Space Grant Consortium - MESA Community College Laboratory Research Experience

FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 03/01/14 - 05/31/14

PROJ. ADM. Micki Bryant

CONTRACT INCOME: \$ 10,000

PROJ. DIR. Catherine Shaffer

Date: 03/03/14

FD	Project	TOP	Dept	Object	Description	Debit	Credit
12	1XXX	633000	15340	8199	Other Federal Revenues		10,000
12	1XXX	633000	15340	1483	Beyond Contract - Reassigned Time MESA Program Coordinator and Director stipends	3,535	
12	1XXX	633000	15340	3115	STRS - Non-Instructional	292	
12	1XXX	633000	15340	3325	Medicare - Non-Instructional	51	
12	1XXX	633000	15340	3435	H & W Retiree Fd - Non-Instructional	35	
12	1XXX	633000	15340	3515	SUI - Non-Instructional	2	
12	1XXX	633000	15340	3615	WCI - Non-Instructional	85	
12	1XXX	633000	15340	4610	Non-Instructional Supplies	500	
12	1XXX	633000	15340	4710	Food and Food Services supplies	500	
12	1XXX	732000	15340	7650	Stipends Paid to Students - 20 students x \$250/stipend	5,000	
						10,000	10,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: March 24, 2014
Re:	Approval of Sub-Agreement between RSCCD and Santa Clarita Community College District for the ICT/Digital Media Sector Navigator Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District's ICT/Digital Media Sector Navigator's role is to connect industry and employers with the community colleges, disseminate up-dated information on ICT/Digital Media industry trends and workforce needs, and to serve as a hub for workforce and economic development information and resources pertaining to these industries for community colleges throughout the state.

ANALYSIS

RSCCD in partnership with Santa Clarita Community College District will conduct the *Digital Media Educators Conference*, on June 12 – June 13, 2014, to be held at College of the Canyons. To encourage community college faculty participation, funds were allocated to cover the costs of attending the conference for Information Communications Technology and Digital Media faculty. The partner's scope of work performed through this sub-agreement (#DO-14-2535-03) is to provide meeting rooms and event space; advertising and program design; manage and facilitate faculty's registration and attendance at the conference; provide faculty professional developmental materials; and reimbursement of event related costs.

Administrator: Enrique Perez.

RECOMMENDATION

It is recommended that the Board approve this sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreement on behalf of the district.

Fiscal Impact: \$27,500	Board Date: March 24, 2014
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Santa Clarita Community College District**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into this 24th day of March 2014, between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Santa Clarita Community College District (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Sector Navigator – Information Communications Technology/Digital Media Sector” grant #13-151-006 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Program, to improve the alignment of community college programs with employers and industry workforce needs in the Information Communications Technology/Digital Media sector;

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant; and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

The **SUBCONTRACTOR** will facilitate faculty participation in the “Digital Media Educators Conference” (refer to Exhibit A). **SUBCONTRACTOR** agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work.

2. **Period of Performance**

The period of performance for this Agreement shall be from March 25, 2014, through June 13, 2014.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$27,500 USD.

4. **Reporting**

SUBCONTRACTOR will provide documentation of activities and expenditures to substantiate work performed by June 13, 2014. **SUBCONTRACTOR** is responsible for completion and submission of all documentation and narrative reports related to this Agreement to Steve Wright, ICT/Digital Media Sector Navigator via email at steve@wrightca.com.

5. **Payment**

Twenty thousand (\$20,000 USD) of the award amount will be provided to **SUBCONTRACTOR** upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and

outcomes. Invoices referencing the Agreement contract number (refer to footer in this Agreement) should be submitted to the following address:

Steven Wright, ICT/Digital Media Sector Navigator
P.O. Box 1064
Thousand Oaks, CA 91358

6. Expenditure of Grant Funds.

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. Time Extensions

RSCCD will not be requesting a time extension for Program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to **June 13, 2014**.

8. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

9. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

10. Audit

SUBCONTRACTOR agrees that RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

11. Termination

Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

12. Mutual Indemnification

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

13. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be by email communication or in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Rancho Santiago Community College District
Enrique Perez, Program Administrator of ICT/Digital Media Sector Navigator
2323 North Broadway, Suite 350, Santa Ana, CA 92706
perez_enrique@rsccd.edu (714) 480-7460
cc: Steve@wrightca.com (805) 231-8444

Santa Clarita Community College District
Paula Hodge, Deputy Sector Navigator ICT/Digital Media
Economic Development Department
College of the Canyons
26455 Rockwell Canyon Road
Santa Clarita, CA, 91355
Paula.Hodge@canyons.edu, (661-362-5108)

ARTICLE II

1. Legal Terms and Conditions

This project will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 11/2012 and Article II, Rev. 11/2012), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of this 24th day of March 2014.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SANTA CLARITA COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date:

Date:

Board Approval Date: March 24, 2014

EIN/TIN:

Exhibit A

SCOPE OF WORK

Santa Clarita Community College District will facilitate faculty participation in the “Digital Media Educators Conference” through the following:

Cover production expenses for a Professional Development Conference for ICT and Digital Media Faculty of the California Community Colleges.

- Meetings room/event space
- Faculty call for papers processing
- Advertising materials and program design
- Processing faculty registration and event coordination
- Faculty professional development material



CALIFORNIA COMMUNITY COLLEGES

Doing What **MATTERS**

ICT - DIGITAL MEDIA SECTOR NAVIGATION TEAM

College of the Canyons
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
www.ICT-DM.net/DMEC

SAVE THE DATE
June 12-13, 2014

DIGITAL MEDIA

Educators Conference

Faculty Leading the Way to Digital Media Careers



WHY YOU SHOULD ATTEND

Digital media is woven into the fabric of the modern workplace thus driving the need for digital literacy for every entry level job, even those once considered to be strictly vocational. That places you, the Digital Media and ICT faculty, in the center of career learning paths throughout the California Community College system.

THIS IS FOR YOU

This is a special event for Information Communications Technologies and Digital Media Faculty in the California Community College system.

WHEN & WHERE

Thursday & Friday
June 12-13, 2014

On the vibrant campus of the College of The Canyons located in beautiful Santa Clarita California.

Limited travel stipends, including hotel reservations, are available for qualified attendees.

Please see our website for details.

Produced by: Information Communications Technologies and Digital Media Sector Navigation Team



WEB DEVELOPMENT & MANAGEMENT

Front/Back, Creative->Practical->Production, Project Management, Mobile Applications

DIGITAL MEDIA IN ENTERTAINMENT

Digital Revolution in Entertainment, Digital Workflow, Job trends, Sound Recording, Games, Digital Asset Management

GRAPHIC DESIGN & MULTIMEDIA

Graphic Arts, Animation, Digital Photography, Digital Badging, Software Updates

DIGITAL MEDIA IN BUSINESS

Healthcare, Science, Marketing, Manufacturing, Agriculture, General Office, Tools of the Trade



From our selected keynote speakers to the presentations in our conference tracks by faculty and industry experts, you will gain insight into what is on the horizon regarding the convergence of ICT and Digital Media in society and the workplace

REGISTRATION & PRESENTATIONS



THERE IS NO ADMISSION COST FOR QUALIFIED CCC FACULTY.

REGISTER TO ATTEND THE CONFERENCE

www.ICT-DM.net/DMEC-reg

SUBMIT PROPOSAL FOR PRESENTATION

www.ICT-DM.net/DMEC-present

QUESTIONS?

paula.hodge@canyons.edu
(661) 362-5108

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES**

To:	Board of Trustees	Date: March 24, 2014
Re:	Adoption of Revised Board Policies	
Action:	Request for Approval	

BACKGROUND

The Board Policy Committee met on February 27, 2014 and reviewed revisions to two existing policies. These policies were presented to the Board for First Reading on March 10, 2014 and are now presented for adoption.

ANALYSIS

The District subscribes to the Policy and Procedure Services of the Community College League of California (CCLC). This service provides district's with model board policies which comply with state law, Title 5 regulations and address the relevant accreditation standards. The CCLC system for numbering and organizing these policies is different than the current RSCCD system. The Board Policy Committee is recommending that our policies be updated and revised to conform to the CCLC model structure.

RECOMMENDATION

It is recommended that the Board adopt the revisions to these policies.

Fiscal Impact: None	Board Date: March 24, 2014
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

BP 2015 Student Member

Reference: Education Code Section 72023.5

The Board shall include one student member. The term of office shall be one year commencing June 1.

The student member shall be enrolled in and maintain a minimum of six (6) semester units in the District at the time of nomination and throughout the term of service. The student member is not required to give up employment with the District. The student shall maintain the standards of scholarship and eligibility criteria enumerated in Administrative Regulation 2105.

The student member shall be seated with the Board and shall be recognized as a full member of the Board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The student member shall be entitled to any mileage allowance necessary to attend board meetings and reimbursement for travel (see BP 2735) to the same extent as publicly elected trustees.

The student member shall have the privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the board. The student member may, prior to the vote on any item before the Board, advise the President of the Board that the student member would like to cast his/her vote first as a means of providing advice to the Board.

The student member shall not be liable for any acts of the Governing Board. The student member shall be bound by Code of Ethics/Standards of Practice (BP 2715).

On or before May 15 of each year, the Board shall consider whether to afford the student member any of the following privileges:

- The privilege to make and second motions;
- The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
- The privilege to receive compensation for meeting attendance and the amount of that compensation, up to the amount prescribed by Education Code Section 72425.
- The privilege to serve a term commencing on May 15.
- The privilege to serve on Board committees.

Revised: March 24, 2014 (Previously BP9006)

BP 5501 Student Athletics/Activities Code of Conduct

Membership on athletic and academic teams at Santa Ana and Santiago Canyon Colleges is considered a privilege, not a right. Students on these teams are representatives of their colleges and the District and are among the most visible students on campus and in the community. As such, students on these teams are expected to demonstrate good citizenship, sportsmanship, honesty, and integrity on the field or court, on campus, in the classroom, and in the community.

Therefore, the Chancellor will ensure the creation of a Student Code of Conduct with appropriate disciplinary actions. Students on these teams will acknowledge that compliance with the Student Athletics/Activities Code of Conduct is required for participation in team competitions representing Santa Ana and Santiago Canyon Colleges.

Revised March 24, 2014 (Previously BP5201.5)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 14-09

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on March 10, 2014, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Phillip Yarbrough was not present at the board meeting; and

Whereas, the board has determined that Trustee Yarbrough’s absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Yarbrough shall be paid at the regular rate of compensation for the board meeting on March 10, 2014.

Dated this 24th day of March 2014.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
March 24, 2014**

MANAGEMENT

Employment Agreement/#1

Kennedy, James
Vice President
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: March 11, 2014

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

Aguirre, Shellyn
Long-term Substitute Counselor
Disabled Student Programs & Student Services
Student Services
Santa Ana College

Effective: February 3, 2014
Placement: 2-3 \$47.86/Hour

FACULTY

Stipends

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

Effective: March 5, 2014
Amount: \$120.00
Reason: Staff Development
(Project 1678)

Smith, Mark
Associate Professor, Anatomy & Physiology
Mathematics & Science Division
Santiago Canyon College

Effective: February 1, 2014
Amount: \$470.00
Reason: Staff Development
(Project 1726)

Part-time Hourly Hires/Rehires

Ando, Lucyna I
Instructor, ESL
Continuing Education Division (OEC)
Santiago Canyon College

Effective: March 17, 2014
Hourly Lecture Rate: I-2 \$42.47

FACULTY

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

Ortiz, Michael
Instructor, Public Works
Business & Career Technical Education Division
Santiago Canyon College

Effective: March 31, 2014
Hourly Lecture Rate: I-3 \$53.63

Sandoval, Melinda R
Substitute Associate Teacher
SAC East Child Development Center
Child Development Services
District Office

Effective: March 17, 2014
Hourly Rate: I-1 @ \$13.00

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **James Kennedy** (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Vice President of the Centennial Education Center/Continuing Education Division under Santa Ana College** (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **March 11, 2014** and ending **June 30, 2016**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$153,097.98 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California

in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the

Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

ATTACHMENT "A"

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Covenant to Mediate And Arbitrate All Employment Disputes. We, the undersigned, do hereby agree and covenant to submit all manner of causes of action, controversies, differences, claims or demands of any kind relating to or growing out of this contract of employment to a two-step dispute resolution process administered by Judicial Arbitration & Mediation Services/Endispute (hereinafter "J.A.M.S."). This two-step process shall begin with mediation before a retired judge or justice from the J.A.M.S. panel followed, if necessary, by binding arbitration before the same or another retired judge or justice from the J.A.M.S. panel to be agreed upon. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violations of the individual Employment Agreement, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, (Title VII of the Civil Rights Act of 1964 as amended; The Age Discrimination In Employment Act; The Americans With Disabilities Act; The Equal Pay Act, The Civil Rights Acts of 1866, 1871 and 1991; Title IX in 20 U.S.C. section 1681; The Rehabilitation Act of 1983; The Fair Employment and Housing Act, etc.) and any other claims, including alleged violations of any federal and/or state constitutional provisions and of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, SHALL BE SUBMITTED TO MEDIATION, AND IF MEDIATION IS UNSUCCESSFUL, TO BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR. The parties to this agreement fully and completely understand that the effect of this agreement will result in the waiver of any right to trial by jury that may otherwise have been available to the parties absent this agreement and also waiver of any right to appeal. With this understanding, the parties freely, knowingly and voluntarily enter into this agreement with knowledge of its consequences including the waiver of trial by jury and the waiver of any right to appeal.

Step 1 Mediation.

Initiating Mediation. Any party to this agreement may demand mediation by serving a written demand in person or by registered, certified or federal express mail and also serving a copy of the demand and of the dispute resolution agreement on the Chief Operating Officer, Operations Manager or Contract Dispute Resolution Administrator at the nearest or most convenient office of J.A.M.S, within thirty (30) calendar days of an act or omission causing a dispute between the parties. The written demand shall set forth the names, addresses, telephone number and fax numbers of all parties to the contract of employment and brief synopsis of the claim, controversy, difference, or disputed matters and a proposed solution to the problem.

Selection of Mediator. Within ten (10) days of service of the demand upon J.A.M.S., the Administrator will contact all interested parties to select a mutually agreeable mediator. If the parties have no particular mediator in mind, or cannot agree on a mediator, the Administrator will submit a list of mediators, and their resumes numbering one more than there are parties.

Each party may then strike one name and the Administrator will designate the mediator from the list of remaining names.

Enforcement of Agreement. Failure of any party to participate in this mediation process or to designate or strike a name for mediator will not operate to delay or prevent this mediation process. The parties hereby agree that the mediation provisions of this agreement may be enforced by the same manner as an arbitration agreement. The mediation provisions may be enforced by petition to any court or general jurisdiction for the appointment of a mediator in the same manner as a petition for the appointment of an arbitrator. Further the parties agree the court may award attorneys fees and costs to the prevailing party in any proceeding to enforce this mediation agreement.

Hearings -- Scheduling/Parties Present. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator was selected. The parties understand and agree that, besides counsel retained at each party's own expense, a representative from each side with full settlement authority will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring such additional persons as needed to respond to questions, contribute information and participate in the negotiations. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information with the help if the mediator, if required. The parties will have no right to formal discovery at this time.

Position Papers. No later than one week before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views and a proposed solution to the matters in controversy to the mediator and also serve a copy on all other parties.

Participation by Mediator. Once familiar with the case, the mediator will, if requested by the parties, given an opinion of the probable outcome of the case and the range of value, both in terms of settlement and arbitration hearing, if the matter were to be litigated before an arbitrator. The mediator will, without an instruction from the parties to the contrary, give recommendations on terms of possible settlement conditions to be imposed upon the parties (if appropriate). The mediator's opinion shall be based on the material and information then available to all parties, excluding any information given to the mediator in confidence during a separate caucus. The opinions and recommendations of the mediator are not binding on the parties.

Fees and Costs. The fees and costs of the mediation shall conform to the then current fee schedule at J.A.M.S. and, in the absence of an agreement to the contrary, will be borne by the District.

Confidentiality of Proceedings. The mediation process is to be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The parties hereto agree that the provisions of California Evidence Code § 1119 shall apply to any mediation conducted hereunder. Subdivisions (a), (b), and (c) of California Evidence Code § 1119 provide as follows:

Except as otherwise provided in this chapter:

(a) No evidence of anything said or any admissions made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible, or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential. No fact used or referenced in the mediation or settlement process will be inadmissible or non-discoverable simply because it was used or referenced in the mediation process.

Termination of Mediation Process. The mediation process shall continue until the matter is resolved or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of resolution, short of referring the matter to the adjudication phase of this dispute resolution process. Notwithstanding the foregoing, the employee or the District may terminate the mediation process after the mediator has incurred fourteen (14) hours of time on the process.

Step 2. Arbitration

Should any disputes remain existent between the parties after completion of the mediation resolution process set forth above, then the parties shall, within thirty (30) calendar days after termination of the mediation process, submit such disputes to binding arbitration administered by J.A.M.S.

Initiating Arbitration. Arbitration shall be initiated in the following manner:

a. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate an arbitration at any time after mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable state (federal) statute of limitations, and

b. The claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any regional office of J.A.M.S., together with the appropriate filing fee as provided in the existing fee schedule.

c. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.

d. After the filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

Appointment and Powers of Arbitrator. The case shall be submitted to a single arbitrator chosen by the parties from a list of retired judges and justices at J.A.M.S. Should the parties be unable to agree on a choice of arbitrator within thirty (30) days from the demand for arbitration, then either party may request the Contract Arbitration Administrator at said service to furnish a list of three names and each side may strike one name, thereby nominating the remaining person as replacement arbitrator. If more than one name remains, the Contract Arbitration Administrator of J.A.M.S. will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing said arbitrator shall have the power to appoint another in his or her stead under the procedures prescribed herein, and such substituted arbitrator shall have all such powers as if he or she had been originally appointed herein.

The arbitrator shall have full power to make such regulations and to give such orders and directions in all respects, as he or she shall deem expedient, as well as in respect to the matters and differences referred to them and also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and things which may be awarded or directed to be done.

Should either party refuse or neglect to appoint said arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed ex parte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties and to order that either party shall in the meantime have access to and be permitted to inspect and take copies of all or any of the same relating to the matters in difference. This authority and power is subject to, and no greater than, the provisions for document discovery in the California Civil Procedure Code, is subject to appropriate objections by either party, and in no way extends to privileged or protected materials.

The arbitrator shall have the authority and power to proceed ex parte in the event that either party shall fail, after reasonable notice, to attend hearings before him or her.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. An arbitrator may include an injunction or orders for specific performance of part or all of an award.

Costs and Fees. Each party shall be responsible for its own costs and expense of the arbitration, and the costs and fees of J.A.M.S. shall be borne by the District.

Pre-Hearing. Once the arbitrator is chosen, the Contract Arbitration Administrator at J.A.M.S. may be authorized and directed upon application of any party to schedule a pre-hearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

Discovery. Discovery shall be at the discretion of the arbitrator and allowed only upon a showing of good cause, utilizing the following guidelines:

(a) The arbitrator shall have discretion to order pre-hearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.

(b) The deposition of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of form interrogatories approved by the Judicial Council shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. The experts' depositions and all other discovery including additional depositions shall be allowed only upon a showing of good cause. It shall in no event exceed the discovery permitted by the California Code of Civil Procedure.

Evidence. Judicial Rules relating to the Order of Proof, the conduct of the hearing and the presentation and admissibility of evidence will not be applicable in this proceeding. Any relevant evidence, including hearsay, shall be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

Time Limits. The award shall be made in writing by the arbitrator on or before the thirtieth day following the conclusion of the arbitration.

Reasoned Opinion. In rendering the award, the arbitrator must set forth the findings of fact and the conclusion(s) based thereon.

Applicable Law. The arbitration shall follow the substantive law of California and any relevant federal law. This shall include the provisions of statutory law dealing with arbitration, as it may exist at the time of the demand for arbitration, insofar as said provisions are not in conflict with this agreement and specifically excepting therefrom sections of the statutory law dealing with discovery and sections requiring notice of hearing date by registered or certified mail.

Notice. Each party shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgement on any award made under these rules, may be served on a party by mail, addressed to the party or representative at the last known address, or by personal service, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, e-mail, or other written forms or electronic communication to give the notices required by these rules.

Finality of Award. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of California. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on said award.

I have carefully read the contents of this Alternative Dispute Resolution Procedure and knowingly agree to be bound by its contents.

EMPLOYEE

DATE

FOR THE DISTRICT

DATE

**HUMAN RESOURCES CLASSIFIED DOCKET
MARCH 24, 2014**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
MARCH 24, 2014**

CLASSIFIED

Professional Growth Increments

Guevara, Angela Success Center Specialist/ Math & Science/ SAC	Effective: July 1, 2013 Retro Grade 10, Step 6 + 2.5%L + 7PG \$57,589.35
Ishikawa, Junko International Student Program Specialist/SAC	Effective: July 1, 2013 Retro Grade 11, Step 6 + 2.5% Bil + 2.5% L + 7PG (2250) \$60,153.42
Ly, Anh High School & Comm. Outreach Spec./ Continuing Education/ SAC	Effective: July 1, 2013 Retro Grade 13, Step 6 + 2.5%Bil + 7.5%L + 7PG \$70,701.64

Leave of Absence

Aguilar, Sandra Administrative Clerk/ School of Continuing Education/SAC	Effective: 01/15/14 – 03/15/14 Reason: Maternity Leave
Aguilar, Sandra Administrative Clerk/ School of Continuing Education/SAC	Effective: 03/15/14 – 05/30/14 Reason: FMLA
Krzeminski, Ian Sr. Clerk/ DSPS/ SAC	Effective: 10/28/13 – 11/01/13 05/19/14 – 05/23/14 06/09/14 – 06/13/14 06/23/14 – 06/27/14 Reason: Revised NWD 11 Month Contract

Voluntary Furlough

Gonzalez, Araceli General Office/ Clerk/ School of Continuing Education/SAC	Effective: 04/01/14 – 06/30/14 Grade 3, Step 5 + 1PG @ 94% VF \$36,808.37
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CLASSIFIED HOURLY

New Appointments

Medina La Rosa, Jorge Learning Facilitator (CL14-0511) EOPS/ SAC	Effective: March 12, 2014 Up to 19 Hours/Week School Session Grade 8, Step A \$18.17/Hour
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Professional Growth Increment

Gilbert, Jessica Administrative Clerk/ Academic Affairs/ SCC	Effective: April 1, 2014 Grade 10, Step A + 1PG (250) \$19.81/Hour + \$20.83/Mo. PG
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Trujillo, Gloria Instructional Assistant/ Continuing Education/ SCC	Effective: April 1, 2014 Grade 5, Step A + 5PG (1250) \$16.21/hour + \$104.17/Mo. PG
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Out of Class Assignment

Barker, Hillary Administrative Clerk/ Fire Tech./	Effective: 02/19/14 – 03/18/14 19 Hours/Week 12 Month/Year Grade 10, Step A \$19.80/Hour
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TEMPORARY ASSIGNMENT

Irwin, Samantha Learning Facilitator/Science, Math & Health Sciences/SAC	Effective: 03/26/14-06/30/14
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Kow, Chu Instructional Assistant/Business & Career Technical Education/SCC	Effective: 03/25/14-06/07/14
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Phan, Thai Instructional Assistant/Science, Math & Health Sciences/SAC	Effective: 03/25/14-06/08/14
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Additional Hours for On Going Assignment

Aguirre, Marysol Instructional Assistant/OEC	Effective: 02/24/14-03/01/14 Not to exceed 19 consecutive days in any given period.
Flores, Maria Intermediate Clerk/OEC	Effective: 03/17/14-06/30/14 Not to exceed 19 consecutive days in any given period.
Trujillo, Gloria Intermediate Clerk/OEC	Effective: 03/10/14-06/30/14 Not to exceed 19 consecutive days in any given period.
Weiss, Scott Video Technician/Fine & Performing Arts/SAC	Effective: 02/26/14-06/08/14 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Flores, Kevin Custodian/Admin. Services/SCC	Effective: 03/17/14-06/30/14
Ramos Soto, Maria Christine Custodian/Admin. Services/SAC	Effective: 03/12/14-06/30/14
Rodriguez, Edwing Custodian/ Admin. Services/SCC	Effective: 03/17/14-06/30/14
Ruesga, Elias Custodian/ Admin. Services/SCC	Effective: 03/17/14-06/30/14

MISCELLANEOUS POSITIONS

Pak, Johnny Community Service Presenter/Community Services/SCC	Effective: 06/24/14
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MISCELLANEOUS POSITIONS cont'd

Instructional Associates/Associate Assistants

Criminal Justice

Guy, Darin

Effective: 03/25/14

COMMUNITY SERVICE PRESENTERS

Stipends Effective 02/11/14-03/10/14

Abdul, Quayum	Amount: \$ 239.89
Arroyo, Anabel	Amount: \$ 315.00
Bradley, Sabrina	Amount: \$ 423.00
Cohen, Robert	Amount: \$ 219.96
Drew, John	Amount: \$ 207.60
Dumon, Dori	Amount: \$ 160.00
Figueroa, Miguel	Amount: \$ 401.57
Greenspan, Frances	Amount: \$ 332.76
Greville, Nina	Amount: \$ 1885.66
Hogue, Tom	Amount: \$ 2434.60
O'Connell, Jalon	Amount: \$ 99.26
Pratt, Alison	Amount: \$ 372.00
Rounds, Michael	Amount: \$ 278.62
Sobel, Barbara	Amount: \$ 277.86

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Arzate, Jonathan	Effective: 02/25/14-06/30/14
Bui, KimVi Thi	Effective: 02/24/14-06/30/14
Dietz, Kimberly Brenda	Effective: 02/20/14-06/30/14
Escobar, Rachael Lorainne	Effective: 02/26/14-06/30/14
Friend, Michael Jonathan	Effective: 02/24/14-06/30/14
Guijosa Mendoza, Teresa	Effective: 02/18/14-06/30/14
Jimenez Miramontes, Lorenia A	Effective: 02/19/14-06/30/14
Medina, Margarita	Effective: 02/19/14-06/30/14
Mireshghi, Toubia	Effective: 02/24/14-06/30/14
Nguyen, Kiet	Effective: 02/20/14-06/30/14
Palma, Michael Danny	Effective: 02/20/14-06/30/14
Palomino, Juana Evelyn	Effective: 02/13/14-06/30/14
Vasquez, Vanessa Yvette	Effective: 02/26/14-06/30/14

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

Lagunas Corona, Edgar	Effective: 03/04/14 – 06/30/14
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To: Board of Trustees	Date: March 24, 2014
Re: Approval of Non-Credit Instructional Calendar 2014-2015	
Action: Request for Approval	

BACKGROUND

In conjunction with the Faculty Association of Rancho Santiago Community College District (FARSCCD) and the Continuing Education Faculty Association (CEFA), the 2014-2015 non-credit instructional calendar has been developed.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2014-2015 Non-Credit Instructional Calendar.

Fiscal Impact: None	Board Date: March 24, 2014
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

