

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees (Regular meeting)**  
**Monday, August 19, 2013**  
**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, act, communicate and think critically. We are committed to maintaining standards of excellence and providing an accessible, a transferable, and an engaging education to a diverse community.

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

**4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

**Action**

1.4 Public Comment

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

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 July 22, 2013

**Action**

1.6 Approval of Consent Calendar

**Action**

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

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

## **2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

- 2.1 Report from the Chancellor
  - 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
- 2.6 Informational Presentation on the State Budget

## **3.0 HUMAN RESOURCES**

- 3.1 Management/Academic Personnel Action
  - Approval of New Job Descriptions
  - Approval of Revised Job Descriptions
  - Approval of Interim Assignments
  - Approval of Extensions of Interim Assignments
  - Approval of Adjusted Effective Dates/Final Salary Placements
  - Approval of Adjusted Step Placements
  - Approval of Leaves of Absence
  - Approval of Stipends
  - Approval of Column Changes
  - Approval of Part-time Hourly Hires/Rehires
  - Approval of Non-paid Instructors of Record
  - Approval of Non-Paid Intern Services
  
- 3.2 Classified Personnel Action
  - Approval of Revised Job Descriptions and Changes in Grade
  - Approval of New Assignments
  - Approval of Professional Growth Increments
  - Approval of Out of Class Assignments
  - Approval of Changes in Position
  - Approval of Changes in Salary Placements
  - Approval of Leaves of Absence
  - Ratification of Resignations/Retirements
  - Approval of New Appointments
  - Approval of Temporary to Hourly On Going Assignments

3.2 Classified Personnel – (cont.)

- Approval of Temporary Assignments
- Approval of Correction of Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

**4.0 INSTRUCTION**

- \*4.1 Approval of New OTA Agreement – Manhattan Beach Unified School District Action  
The administration recommends approval of the agreement with Manhattan Beach Unified School District in Manhattan Beach, California.
- \*4.2 Approval of Amendment #4 to CJA Agreement – County of Orange Sheriff’s Department, Coroner’s Office and Probation Department Action  
The administration recommends approval of the amendment with the County of Orange in Santa Ana, California.
- \*4.3 Approval of Fire Technology Agreement Renewal: City of Burbank Action  
The administration recommends approval of the agreement renewal with the City of Burbank in California.
- \*4.4 Approval of Nursing Program Agreement – Oasis Senior Center Action  
The administration recommends approval of the clinical affiliation agreement renewal with Oasis Senior Center in Newport Beach, California.
- \*4.5 Approval of Nursing Program Agreement – Vanguard University Action  
The administration recommends approval of the clinical affiliation agreement with Vanguard University in Costa Mesa, California.
- \*4.6 Approval of Nursing Program Agreement – Walden University Action  
The administration recommends approval of the clinical affiliation agreement with Walden University in Minneapolis, Minnesota.
- \*4.7 Approval of Agreement with Sheraton Cerritos for Los Angeles/Orange County Regional Consortia Monthly Meetings, September-December 2013 Action  
The administration recommends approval of the agreement with the Sheraton Cerritos for the Los Angeles/Orange County Regional Consortia monthly meetings, September-December 2013.

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

- \*4.8 Approval of Amended Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Fiscal Impact Action  
The administration recommends approval of the amended Master Cost Agreement for 2013-2014 as presented.
- \*4.9 Approval of Amended Southern California Surveyors Fiscal Impact Action  
The administration recommends approval of the amended Master Cost Agreement for Southern California Surveyors for 2013-2014 as presented.

## **5.0 BUSINESS OPERATIONS/FISCAL SERVICES**

- \*5.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*5.2 Approval of Amendment #1 to Classroom Lease – 2000 Chapman Inc. Action  
The administration recommends approval of Amendment #1 for lease of additional classroom and office space with 2000 Chapman Inc. for the period of October 1, 2013, through January 31, 2016, as presented.
- \*5.3 Approval of Consulting Services – Cambridge West Partnership, LLC Action  
The administration recommends approval of the consulting services agreement with Cambridge West Partnership, LLC as presented.
- \*5.4 Approval of Contract Renewal – Chancellor’s Office Tax Offset Program (COTOP) Action  
The administration recommends approval of the renewal of the COTOP contract with the Chancellor’s Office as presented.
- \*5.5 Approval of Intrafund and Interfund Budget Transfers June 1, 2013 – June 30, 2013 Action  
The administration recommends approval of the intrafund and interfund budget transfers from June 1, 2013, to June 30, 2013, as presented.
- \*5.6 Approval of Public Hearing for 2013-2014 Proposed Adopted Budget Action  
The administration recommends the board hold a public hearing on the 2013-2014 proposed Adopted Budget at the September 9, 2013, board meeting.
- \*5.7 Approval of Quarterly Financial Status Report (CCFS-311Q) for period ended June 30, 2013 Action  
The administration recommends approval of the CCFS-311Q for the period ending June 30, 2013, as presented.
- 5.8 Quarterly Investment Report as of June 30, 2013 Information  
The quarterly investment report as of June 30, 2013, is presented as information.

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

- \*5.9 Approval of Amendment to Communications Site Lease Agreement at Santa Ana College (SAC) Action  
The administration recommends approval of the amendment to the Communications Site Lease Agreement at SAC as presented.
- \*5.10 Approval of Awarding Boiler Replacement Projects at Santa Ana College and Santiago Canyon College (SCC) Action  
The administration recommends approval of awarding the Boiler Replacement project to ACCO Engineering Systems as presented.
- \*5.11 Approval of Change Order #4 for Bid #1180 – Perimeter Site Improvements for Santa Ana College Action  
The administration recommends approval of change order #4 for Bid #1180 for WoodCliff Corporation perimeter site improvements at SAC as presented.
- \*5.12 Approval of Notice of Completion for Bid #1179 – Installation of Synthetic Turf for New Soccer and Sports Facilities at Santa Ana College Action  
The administration recommends approval of the Notice of Completion for the installation of synthetic turf for the new soccer field and sports facilities at SAC as presented.
- \*5.13 Adoption of Resolution No. 13-32 – Landscaping for Humanities Building at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 13-32 for Marina Landscape Inc. for Bid #1198 for landscaping for the Humanities building at SCC as presented.
- \*5.14 Approval of Waiver and Release Agreement for Landscaping for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of the waiver and release agreement with Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Humanities building at SCC as presented.
- \*5.15 Approval of CMAS Contract #4-12-58-0071C to Axxess Video Corporation Action  
The administration recommends approval of the district's participation in CMAS Contract #4-12-58-0071C including renewals, extensions, modifications and supplements awarded to Axxess Video Corporation as presented.
- \*5.16 Approval of Vendor Name Change Action  
The administration recommends approval of the vendor Datatel, Inc. name change to Ellucian Inc. as presented.

- \*5.17 Approval of Independent Contractors Action  
The administration recommends approval of the following independent contractor: Jennifer Walsvick for consulting services to provide supervision and field instruction to Master of Social Work (MSW) student interns assigned to RSCCD Child Development Services at the rate of \$40 an hour. Dates of service are August 20, 2013, through June 30, 2014. The fee is estimated at \$18,000.
- \*5.18 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period June 30, 2013, through July 30, 2013.

## 6.0 GENERAL

- \*6.1 Approval of Resource Development Items Action  
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- |   |             |
|---|-------------|
| - Early Head Start – Year 1 (District)                            | \$ 265,223  |
| - ENGAGE in STEM Project – Year 3 (SAC)                           | \$1,189,826 |
| - Santiago Canyon College – Developing HSI Program – Year 4 (SCC) | \$ 650,000  |
| - Seeds to Trees – Digital Media Training (District)              | \$ 61,733   |
| - Talent Search IV – Year 1 (SAC)                                 | \$ 304,052  |
- \*6.2 Approval of First Amendment to Subcontract Agreements between RSCCD and CHOC/Help Me Grow and MOMS Orange County for Early Head Start Program Action  
The administration recommends approval of the amendments to the subcontract agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services, or his designee to sign and enter into related contractual agreements on behalf of the district.
- \*6.3 Approval of First Amendment to Sub-award Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation (DO-12-1666-01.01) and between RSCCD and NOCCCD – Fullerton College (DO-12-1666-02.01) for ENGAGE to STEM Project – Year 2 Action  
The administration recommends approval of the amendment to the sub-award agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services, or his designee to sign the amendments on behalf of the district.

\*6.4 Approval of First Amendment to Sub-award Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation and between RSCCD and NOCCCD – Fullerton College for ENGAGE to STEM Project – Year 3 Action

The administration recommends approval of the amendment to the sub-award agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services, or his designee to sign the agreements on behalf of the district.

6.5 First Reading of Revised Board Policies Information

The following policies are presented for first reading as an informational item:

- BP 2015 Student Member
- BP 2305 Annual Organizational Meeting
- BP 2715 Code of Ethics/Standards of Practice
- BP 2716 Political Activity
- BP 3820 Gifts, Grants and Bequests ~~BP3208~~
- BP 6010 Equitable Opportunities for Business Enterprises ~~—BP3301~~
- BP 6011 Interaction With and Solicitation From Private Businesses ~~—BP3311~~
- BP 6012 Environmentally Preferable Purchases and Practices ~~—BP3406~~
- BP 6013 Energy and Water Conservation ~~—BP3508~~
- BP 6014 Location of District-Sponsored Events ~~—BP7003~~
- BP 6015 Food and Meeting Refreshments ~~—BP3103~~
- BP 6100 Delegation of Authority to Negotiate and Accept Discounts and Price Reductions ~~—BP3308~~
- BP 6150 Designation of Authorized Signatures (new)
- BP 6200 Policy on Budget Preparation Development Process ~~—BP3201~~
- ~~Deletion of Budget Development Structure —BP3202~~
- ~~Deletion of General Fund Restricted Reserve BP3203~~
- BP 6250 Budget Administration Management ~~—BP3204~~
- ~~Deletion of Transfer of Budget Appropriations —BP3205~~
- BP 6300 Fiscal Management and Auxiliary Services Fiscal Powers ~~—BP3200~~
- ~~Deletion of Financial Reports —BP3216~~
- ~~Deletion of Quarterly Financial Reports —BP3220~~
- BP 6301 Payment – Goods & Services ~~—BP3213~~
- BP 6302 Accounting for Monies Collected ~~—BP3217~~
- BP 6320 Investments ~~—BP3211~~
- BP 6330 Purchasing ~~—BP3306~~
- ~~Deletion of Purchasing General Policy Statement —BP3300~~
- ~~Deletion of Cooperative Purchasing by State Contract with Department General Services and Other Public Agencies —BP3304~~
- ~~Deletion of Purchasing Code of Ethics and Control Guidelines —BP3302~~
- BP 6331 Fiduciary and Legal Considerations ~~—BP3305~~

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

6.5 First Reading of Revised Board Policies – (cont.)

- BP 6332 Competitive Bidding and Quotation Policies —~~BP3307~~
- BP 6333 District Standard for Hardware and Software —~~BP7001~~
- BP 6340 Contracts —~~Equal Employment Opportunity Provision~~ —~~BP3100~~
- BP 6400 Audits —~~BP3104~~
- BP 6450 Wireless or Cellular Telephone Use (new)
- BP 6500 Property Management —~~BP3518~~
- BP 6501 Plant Maintenance and Operations General Policy Statement —~~BP3500~~
- BP 6502 Outside Governing Agencies —~~BP3507~~
- BP 6503 Inventory Control —~~BP3400~~
- BP 6504 Moveable Inventory Control Responsibilities —~~BP3403~~
- BP 6505 Inventory Order Quantity and Storage Controls —~~BP3404~~
- BP 6506 ~~Company~~ District Property, Security, Privacy and Searches —~~BP3601~~
- BP 6507 Information Technology Services – Copyright of Software —~~BP3600~~
- BP 6520 Security for District Property —~~BP3510~~
- BP 6521 Disaster Recovery —~~BP3602~~
- BP 6540 ~~District Property & Liability Protection~~ Insurance —~~BP4603~~
- ~~Deletion of Risk Management~~ ~~BP4601~~
- ~~Deletion of Bonding of Personnel~~ —~~BP4604~~
- BP 6550 Disposal of Property —~~BP3405~~
- BP 6600 Capital Construction —~~BP3504~~
- ~~Deletion of Five Year Capital Construction Plan~~ —~~BP3506~~
- BP 6601 Facility Modification and New Construction —~~BP3511~~
- BP 6602 Facility Construction Standards —~~BP3505~~
- BP 6603 Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act —~~BP3310~~
- BP 6604 Deferred Maintenance —~~BP3512~~
- BP 6605 Selection of Architects —~~BP3503~~
- BP 6620 Naming District Properties and Facilities —~~BP9025~~
- BP 6700 Civic Center and Other ~~Use of District~~ Facilities Use —~~BP 1330~~
- BP 6740 Citizens Oversight Committee (new)
- BP 6750 Vehicle Operation and Parking —~~BP3501~~
- BP 6751 Transportation —~~BP3516~~
- BP 6752 Donation of Vehicles —~~BP4608~~
- BP 6800 Safety (new)
- BP 6900 ~~Auxiliary Services~~ Bookstores —~~BP3226~~
- BP 6901 Auxiliary Food Service Operation —~~BP3223~~

\*6.6 Adoption of Revised and Renumbered Board Policies

Action

The administration recommends adoption of the following revised and renumbered board policies:

- BP 2365 Recording
- BP 2410 Setting Policy

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

- \*6.6 Adoption of Revised and Renumbered Board Policies – (cont.)
- BP 2510 Participation in Local Decision Making
  - BP 3100 Organization Structure
  - BP 3200 Accreditation
  - BP 3250 Institutional Planning
  - BP 3280 Grants
  - BP 3300 Public Records
  - BP 3310 Records Retention and Destruction
  - BP 3406 Sustainable Practices
  - BP 3420 Equal Employment Opportunity
  - ~~Deletion of Americans With Disabilities Act – BP4121~~
  - BP 3430 Prohibition of Harassment
  - BP 3440 Service Animals
  - BP 3500 District Safety
  - BP 3501 Campus Security and Access
  - BP 3505 Emergency Response Plan
  - ~~Deletion of Emergencies – BP6114~~
  - BP 3510 Workplace Violence Plan
  - BP 3515 Reporting of Crimes
  - BP 3518 Child Abuse Reporting
  - BP 3520 Local Law Enforcement
  - BP 3530 Weapons on Campus
  - BP 3540 Sexual and Other Assaults on Campus
  - BP 3550 Drug Free Environment and Drug Prevention Program
  - BP 3560 Alcoholic Beverages
  - BP3570 Smoking on Campus
  - BP3600 Auxiliary Organizations
  - ~~Deletion of Auxiliary Services Accounting Systems and Internal Control – BP3222~~
  - ~~Deletion of RSCCD Foundations – BP3227~~
  - BP 3710 Securing of Copyright
  - BP 3715 Intellectual Property
  - BP 3720 Computer and Network Use
  - BP 3810 Claims Against the District
  - BP 3900 Speech: Time, Place, and Manner
  - ~~Deletion of BP1230 Volunteers~~
  - ~~Deletion of Complaints by Citizens Against District Employees BP1312~~
  - ~~Deletion of Drives For Money, Food, or Clothing – BP1314~~
  - ~~Deletion of Public Statements – BP1360~~
  - ~~Deletion of Children (Minors) on Campus – BP4134~~
  - ~~Deletion of Personal Property – BP4605~~
  - ~~Deletion of Use of District Equipment – BP4606~~

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

- 6.7 Approval of Appointments to Measure Q Citizens; Bond Oversight Committee Action  
The administration recommends approval of the appointments to the Measure Q Citizens' Bond Oversight Committee as presented.
- 6.8 Appointment of RSCCD Community Representative (2013-2014) to Orange County Community Colleges Legislative Task Force (OCCCLTF) Action  
It is recommended that the board select a community representative to serve on the 2013-2014 task force.
- 6.9 Adoption of Rancho Santiago Community College District (RSCCD) 2013 – 2016 Strategic Plan Action  
The administration recommends adoption of the RSCCD 2013 – 2016 Strategic Plan.
- 6.10 Approval of Extension of Consulting Services – Townsend Public Affairs, Inc. Action  
The administration recommends approval of the Supplement to Contract for Consulting Services (#3) with Townsend Public Affairs, Inc. as presented.
- 6.11 Reports from Board Committees Information
  - Board Facilities Committee
  - Board Policy Committee
- 6.12 Board Member Comments Information

### **RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Part-time Faculty
  - b. Classified Staff
  - c. Student Workers
  - d. Professional Experts
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: Faculty Association of Rancho Santiago Community College District
3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Chancellor

4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor  
Union Organizations: Los Angeles-Orange County Building and Construction Trades Council  
Craft Unions  
Carpenters Union

## **RECONVENE**

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

#### **Public Comment**

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

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

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

- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on September 9, 2013.

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

**Board of Trustees (Regular meeting)**

**Monday, July 22, 2013**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Ms. Arianna Barrios. Other members present were Ms. Claudia Alvarez, Mr. John Hanna, Mr. Larry Labrado, Ms. Nelida Mendoza Yanez, Mr. Jose Solorio, Mr. Phillip Yarbrough, and Mr. Luis Correa.

Administrators present during the regular meeting were Ms. Judy Chitlik, Mr. Peter Hardash, Dr. Erlinda Martinez, Dr. Aracely Mora, and Dr. Raúl Rodríguez. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Judy Chitlik, Assistant Vice Chancellor, Human Resources.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez, and carried unanimously to approve a revised page to the agenda, an addendum and revised page for Item 3.1 (Management/Academic Personnel), an addendum for Item 3.2 (Classified Personnel), revised pages for Item 5.32 (Kern High School District Bid #2423 for Rental of Relocatable Modular Classrooms) and Item 5.33 (Los Alamitos Unified School District Bid #2010-001 Purchase of Temporary Portable Buildings), an addendum to the agenda of Item 6.9 (Board Legislative Committee Recommendations), and postponement of Closed Session Item 3 (Public Employee Performance Evaluation of the Chancellor).

1.4 Public Comment

There were no public comments.

### 1.5 Approval of Minutes

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the minutes of the meeting held June 17, 2013, with the following correction (underlined) read into the record by Ms. Claudia Alvarez:

*Given the fact that there is a \$31 million dollar difference in expenditures between the two campuses.* Ms. Alvarez expressed concern regarding Measure E funds being proposed to renovate the Orange Education Center and asked that the remaining projects for Measure E funds be reviewed to use on SAC projects.

### 1.6 Approval of Consent Calendar

It was moved by Ms. Alvarez, seconded by Mr. Yarbrough, and carried unanimously to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 5.3 (Consulting Services – The Dolinka Group) and Item 5.4 (Independent Audit Contract – Vavrinek, Trine, Day & Co. LLP) removed from the Consent Calendar by Mr. Labrado.

#### 4.1 Approval of Renewal of Nursing Program Agreement – Anaheim Regional Medical Center

The board approved the renewal of the clinical affiliation agreement with Anaheim Regional Medical Center in Anaheim, California.

#### 4.2 Approval of OTA Agreement Renewal – TheraGen, LLC

The board approved the agreement with TheraGen, LLC in Newport Beach, California.

#### 4.3 Approval of New OTA Agreement – Extended Care Hospital of Westminster

The board approved the agreement with Extended Care Hospital of Westminster in Westminster, California.

#### 4.4 Approval of Blackboard Training for Distance Education

The board approved the contract to provide Blackboard training services for distance education.

#### 4.5 Approval of Santa Ana College (SAC) Community Services Program – Fall 2013

The board approved the proposed SAC Community Services Program for Fall 2013.

#### 4.6 Approval of Santiago Canyon College (SCC) Community Services Program – Fall 2013

The board approved the proposed SCC Community Services Program for Fall 2013.

1.6 Approval of Consent Calendar – (cont.)

4.7 Approval of Workforce Investment Act Individual Training Account (WIA ITA) Training Provider Services, First Amendment to Agreement #12-28-629648

The board approved the Workforce Investment Act Individual Training Account Training Provider Services, First Amendment, to extend the end date from June 30, 2013, to June 30, 2014.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of 2013-2014 Proposed Adopted Budget Assumptions

The board approved the updated budget assumptions for the 2013-2014 fiscal year as presented.

5.5 Approval of Student Fee Tax Credit Reporting Service – Xerox Education Services, Inc.

The board approved the agreement with Xerox Education Services, Inc. for the 2013-2014 fiscal year and authorized the Vice Chancellor, Business Operations/Fiscal Services to execute the agreement and any extensions if necessary as presented.

5.6 Approval of Lease Agreement with Jug Media Network

The board approved the lease agreement with Jug Media Network and authorized the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.

5.7 Approval of Amendment to Commercial Lease Agreement between Ontario Chamber of Commerce and Rancho Santiago Community College District (RSCCD) and its Center for International Trade Development

The board approved the lease agreement with the Ontario Chamber of Commerce and authorized the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.

5.8 Approval of Purchase and Sale Agreement for Real Property Located at Southeast Corner of Bristol and 17<sup>th</sup> Street in Santa Ana, California

The board approved the Purchase and Sale Agreement for Real Property located at the Southeast corner of Bristol and 17<sup>th</sup> Street in Santa Ana, California as presented.

5.10 Approval of Change Order #3 for Bid #1180 – Perimeter Site Improvements for Santa Ana College (SAC)

The board approved change order #3 for Bid #1180 for WoodCliff Corporation perimeter site improvements at SAC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.11 Approval of Change Order #8 for Bid #1179 – New Soccer Field and Sports Facilities at Santa Ana College

The board approved change order #8 for Bid #1179 for Los Angeles Engineering Inc. for the soccer field and football facilities at SAC as presented.

5.12 Approval of Notice of Completion for Bid #1179 – New Soccer and Sports Facilities at Santa Ana College

The board approved the Notice of Completion for the new soccer field and sports facilities at SAC as presented.

5.13 Adoption of Resolution No. 13-27 – Landscaping for Humanities Building at Santiago Canyon College (SCC)

The board adopted Resolution No. 13-27 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Humanities building at SCC as presented.

5.14 Approval of Resolution No. 13-28 – Concrete for Humanities Building at Santiago Canyon College

The board adopted Resolution No. 13-28 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Humanities building at SCC as presented.

5.15 Adoption of Resolution No. 13-29 – Plumbing for Humanities Building at Santiago Canyon College

The board adopted Resolution No. 13-29 for Interpipe Construction, Inc. for Bid #1140 for plumbing for the Humanities building at SCC as presented.

5.16 Approval of Additional Testing Services for Humanities Building at Santiago Canyon College

The board approved the additional testing services for the Humanities building at SCC as presented.

5.17 Approval of Awarding Bid #1213 – Building “D” Re-Roofing at Santiago Canyon College

The board approved awarding Bid #1213 for Santiago Canyon College Building “D” re-roofing to Sylvester Roofing Company Inc. as presented.

5.18 Approval of Change Order #10 for Bid #1138 – Structural Steel for Humanities Building at Santiago Canyon College

The board approved change order #10 for Bid #1138 for Blazing Industrial Steel Inc. for structural steel for the Humanities building at SCC as presented.

5.19 Approval of Change Order #16 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College

The board approved change order #16 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.20 Approval of Change Order #10 for Bid #1141 – HVAC for Humanities Building at Santiago Canyon College

The board approved change order #10 for Bid #1141 for West Tech Mechanical for HVAC for the Humanities building at SCC as presented.

5.21 Approval of Change Order #1 for Bid #1142 – Fire Suppression for Humanities Building at Santiago Canyon College

The board approved change order #1 for Bid #1142 for JPI Development Group, Inc. for fire suppression for the Humanities building at SCC as presented.

5.22 Approval of Change Order #7 for Bid #1144 – Roofing for Humanities Building at Santiago Canyon College

The board approved change order #7 for Bid #1144 for Troyer Contracting Company for roofing on the Humanities building at SCC as presented.

5.23 Approval of Change Order #2 for Bid #1148 – Flooring for Humanities Building at Santiago Canyon College

The board approved change order #2 for Bid #1148 for Continental Flooring, Inc. for flooring on the Humanities building at SCC as presented.

5.24 Approval of Agreement with Outsource Technical for Programming & Technical Services

The board approved the Outsource Technical Service Agreement for Programming and Technical Services for the 2013-2014 fiscal year as presented.

5.25 Approval of Change Order #4 for Bid #1183 – IES Commercial, Inc. for District-wide Video Surveillance Security System

The board approved change order #4 for Bid #1183 for IES Commercial, Inc. for the district-wide video surveillance security system as presented.

5.26 Approval of Change Order #5 for Bid #1183 – IES Commercial, Inc. for District-wide Video Surveillance Security System

The board approved change order #5 for Bid #1183 for IES Commercial, Inc. for the district-wide video surveillance security system as presented.

5.27 Approval of Change Order #6 for Bid #1183 – IES Commercial, Inc. for District-wide Video Surveillance Security System

The board approved change order #6 for Bid #1183 for IES Commercial, Inc. for the district-wide video surveillance security system as presented.

5.28 Approval of Notice of Completion for District-wide Video Surveillance Security System

The board approved the Notice of Completion for the district-wide video surveillance security system as presented.

1.6 Approval of Consent Calendar – (cont.)

5.29 Approval of Release and Waiver Agreement – IES Commercial, Inc. for District-wide Video Surveillance Security System

The board approved the Release and Waiver agreement with IES Commercial, Inc. for the district-wide video surveillance security system as presented.

5.30 Ratification of Agreement with Ellucian for Annual Maintenance of Mobile Software

The board ratified the agreement with Ellucian for the annual maintenance of the mobile software at a cost of \$16,000 as presented.

5.31 Approval of Bid #1212 – EMC Avamar Hardware and Software Maintenance

The board accepted the bid and approved awarding Bid #1212 – EMC Avamar Hardware and Software Maintenance to Thomas Galloway Corporation dba Technologent and any future renewals as presented.

5.32 Approval of Kern High School District Bid #2423 for Rental of Relocatable Modular Classrooms

The board approved RSCCD's use of Kern High School District Bid #2423 for the rental of relocatable modular classrooms including extensions and for future projects districtwide as presented.

5.33 Approval of Los Alamitos Unified School District Bid #2010-001 Purchase of Temporary Portable Buildings

The board approved RSCCD's use of Los Alamitos Unified School District Bid #2010-001 for the purchase of temporary portable buildings including extensions and for future projects district-wide as presented.

5.34 Approval of Independent Contractors

The board approved the following independent contractor: Topgallant Group LLC for consulting services to assist in the Workforce Innovation Partnerships (WIP) grant to include development of curriculum for new media, multimedia and entertainment; facilitation of industry skills panel and new media roundtables; and outreach, promotion and recruitment of students and teachers. Dates of service are July 23, 2013, through December 31, 2013. The fee is estimated at \$16,000.

5.35 Approval of Purchase Orders

The board approved the purchase order listing for the period May 30, 2013, through June 29, 2013.

5.36 Approval of Agreement for Special Services – Atkinson, Andelson, Loya, Ruud & Romo

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Atkinson, Andelson, Loya, Ruud & Romo for the period of July 1, 2013, through June 30, 2014, as presented.

1.6 Approval of Consent Calendar – (cont.)

6.1 Approval of Resource Development Items

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

- Basic Skills Initiative (SAC/SCC) - <i>Augmentation</i>	\$ 41,894
- Career and Technical Education Act (CTEA) Title I-B - Vocational Research and Accountability Advisory Committee (SCC)	\$ 38,000
- Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC)	\$1,465,613
- College Assistance Migrant Program (CAMP) – Year 2 (SCC)	\$ 414,219
- Deputy Sector Navigator – Global Trade & Logistics (District)	\$ 300,000
- Deputy Sector Navigator – Information & Communication Technologies (ICT)/Digital Media (District)	\$ 300,000
- Deputy Sector navigator – Retail Hospitality/Tourism/ Learn and Earn (District)	\$ 300,000
- Deputy Sector Navigator – Small Business (District)	\$ 300,000
- Industry Driven Regional Collaborative (SCC)	\$ 17,000
- Math, Engineering and Science Achievement (MESA) Program (SAC)	\$ 50,500
- Santa Ana Middle College High School (SAC)	\$ 99,000
- SBDC – Union Bank Small Business Technical Assistance Program (District)	\$ 45,000

6.2 Approval of Second Amendment to Sub-award Agreement between RSCCD and The Regents of the University of California and First Amendment to Sub-award Agreement between RSCCD and SAUSD for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 – Year 4

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

6.3 Adoption of Resolution No. 13-30 – California Department of Education (CSPP-3331)

The board adopted the contract resolution with the California Department of Education and authorized the chancellor or his designee to sign the contract on behalf of the district.

6.4 Adoption of Resolution No. 13-31 – California Department of Education (CCTR-3163)

The board adopted the contract resolution with the California Department of Education and authorized the chancellor or his designee to sign the contract on behalf of the district.

1.7 Public Hearing – Notice of Intent to Dedicate an Easement and an Irrevocable Offer of Dedication to City of Santa Ana

There were no public comments

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Chancellor

Dr. Raúl Rodríguez, Chancellor, provided a report to the board, including items of interest to board members regarding accreditation. At Mr. Hanna's request, Dr. Rodríguez explained that accreditation will be included in the future reports from the chancellor and college presidents. Dr. Rodríguez asked the board to appoint a member of the board to serve on the accreditation committees for Standard IV at each college. He encouraged board members to participate in the Board Governance Education program (that includes accreditation) offered by the Community College League of California.

2.2 Reports from College Presidents

The following college representatives provided reports to the board, including items of interest to board members regarding accreditation. Regarding Standard I of accreditation standards, Dr. Martinez indicated Santa Ana College (SAC) has created posters with the mission of the college that focuses on students. In addition, she indicated staff is finalizing a timeline for production of the accreditation report for Standard IV. Dr. Martinez reported that SAC administrators are planning to visit other colleges and participate in training at the accrediting commission in the fall. She indicated that the City College of San Francisco's (CCSF) accreditation documents have been distributed throughout the campus for educational purposes.

Dr. Erlinda Martinez, President, Santa Ana College  
Dr. Aracely Mora, Vice President, Santiago Canyon College

2.3 Report from Student Trustee

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

2.4 Reports from Student Presidents

Ms. Han Trinh, Inter-Club Council President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana 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. Raymond Hicks, Academic Senate President, Santa Ana College

## 3.0 HUMAN RESOURCES

### 3.3 Approval of Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to approve authorizing the chancellor to renew the agreement with Liebert Cassidy Whitmore for management training and legal services for the 2013-2014 fiscal year.

### 3.4 Approval of Agreement with The Wright Group, Inc.

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to approve authorizing the chancellor to renew the agreement with The Wright Group, Inc. for professional services as presented.

### 3.5 Authorization for Board Travel/Conferences

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

## 4.0 INSTRUCTION

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

## 5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, 5.5, 5.6, 5.7, 5.8 and 5.10 through 5.36 were approved as part of Item 1.6 (Consent Calendar).

### 5.3 Approval of Consulting Services – The Dolinka Group

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the redevelopment consulting services of The Dolinka Group as presented. Discussion ensued. The motion carried unanimously.

### 5.4 Award to Renew Independent Audit Contract – Vavrinek, Trine, Day & Co. LLP

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve the contract renewal with Vavrinek, Trine, Day & Co., LLP for auditing services for the 2012-2013 fiscal year audit and authorize the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented. Discussion ensued. The motion carried unanimously.

5.9 Adoption of Resolution No. 13-26 – Authorizing the Dedication of Easement and Irrevocable Offer of Dedication to City of Santa Ana

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to adopt Resolution No. 13-26 to execute deeds of dedication or conveyance for the Easement and Irrevocable Offer of Dedication to the City of Santa Ana as presented.

**6.0 GENERAL**

Items 6.1 through 6.4 were approved as part of Item 1.6 (Consent Calendar).

6.5 First Reading of Revised Board Policies

The following policies were presented for first reading as an informational item:

- BP 2365 Recording
- BP 2410 Setting Policy BP 2510 Participation in Local Decision Making
- BP 3100 Organization Structure ~~BP2114~~
- BP 3200 Accreditation ~~BP7100~~
- BP 3250 Institutional Planning ~~BP7200~~
- BP 3280 Grants ~~BP3207~~
- BP 3300 Public Records ~~BP3106~~
- BP 3310 Records Retention and Destruction ~~BP3105~~
- BP 3406 Sustainable Practices
- BP 3420 Equal Employment Opportunity ~~BP4104~~
- ~~Deletion of Americans With Disabilities Act BP4121~~
- BP 3430 Prohibition of Harassment (new)
- BP 3440 Service Animals ~~BP1370~~
- BP 3500 District Safety ~~BP3517~~
- BP 3501 Campus Security and Access ~~BP1340~~
- BP 3505 Emergency Response Plan ~~BP7400~~
- ~~Deletion of BP6114 Emergencies~~
- BP 3510 Workplace Violence Plan ~~BP3522~~
- BP 3515 Reporting of Crimes ~~BP3524~~
- BP 3518 Child Abuse Reporting (new)
- BP 3520 Local Law Enforcement
- BP 3530 Weapons on Campus
- BP 3540 Sexual and Other Assaults on Campus
- BP 3550 Drug Free Environment and Drug Prevention Program ~~BP3523~~
- BP 3560 Alcoholic Beverages ~~BP3212~~
- BP3570 Smoking on Campus ~~BP7010~~
- BP3600 Auxiliary Organizations ~~Services and RSC Foundation Transferring of Funds BP3224~~
- ~~Deletion of BP3222 Auxiliary Services Accounting Systems and Internal Control~~
- ~~Deletion of BP3227 RSCCD Foundations~~
- BP 3710 Securing of Copyright (new)

6.5 First Reading of Revised Board Policies - (cont.)

- BP 3715 Intellectual Property Rights ~~BP7002~~
- BP 3720 ~~Information Resource~~ Computer and Network Use ~~BP7000~~
- BP 3810 Claims ~~and Actions~~ Against the District ~~BP4602~~
- BP 3900 Speech: Time, Place, and Manner ~~Free Expression~~ ~~BP5420~~
- ~~Deletion of BP1230 Volunteers~~
- ~~Deletion of BP1312 Complaints by Citizens Against District Employees~~ ~~BP1312~~
- ~~Deletion of BP1314 Drives For Money, Food, or Clothing~~
- ~~Deletion of BP1360 Public Statements~~
- ~~Deletion of BP4134 Children (Minors) on Campus~~
- ~~Deletion of BP4605 Personal Property~~
- ~~Deletion of BP4606 Use of District Equipment~~

6.6 Appointment of RSCCD Community Representative (2013-2014) to Orange County Community Colleges Legislative Task Force (OCCCLTF)

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to postpone selecting a community representative to serve on the 2013-2014 task force.

6.7 Reports from Board Committees

Mr. Labrado provided a report on the July 18, 2013, Board Facilities Committee meeting.

Ms. Alvarez provided a report on the July 2, 2013, Board Legislative Committee meeting. Since this item related to Item 6.9, the board considered Item 6.9 at this time.

6.9 Approval of Board Legislative Committee Recommendations

Board members discussed this item during review of Item 6.7. It was moved by Ms. Alvarez, seconded by Mr. Yarbrough, and carried unanimously to take the following positions on the bills listed as recommended by the Board Legislative Committee:

Support

- AB 13 (Chavez) Veteran's Education
- AB 1162 (Frazier) Student Financial Aid (*This bill died after Bd. Leg. Cmte. met.*)
- AB 1241 (Weber) Student Financial Aid
- AB 1364 (Ting) Student Financial Aid
- SB 141 (Correa) Student Enrollment, Course Credit, and Transfer
- SB 150 (Lara) Student Enrollment, Course Credit, and Transfer
- SB 290 (Knight) Veteran's Education

Oppose

- AB 950 (Chau) Faculty
- SB 173 (Liu) Adult Education

6.9 Approval of Board Legislative Committee Recommendations – (cont.)

Watch

AB 114 (Salas and V. Manuel Perez) Proposition 39 Implementation  
AB 1199 (Fong) Community College Funding  
AB 955 (Williams) Student Enrollment, Course Credit, and Transfer  
SB 440 (Padilla) Student Enrollment, Course Credit, and Transfer  
SB 520 (Steinberg) Online Instruction

None

AB 595 (Gomez) Student Enrollment, Course Credit, and Transfer

6.7 Reports from Board Committees – (cont.)

Mr. Hanna provided a report on the July 1, 2013, Board Policy Committee meeting.

6.8 Board Member Comments

Mr. Yarbrough thanked Dr. Mora and Ms. Chitlik for their participation at the board meeting.

Mr. Yarbrough and Ms. Mendoza Yanez expressed appreciation to Academic Senate President Hicks for his service this past year.

Mr. Yarbrough thanked SCC staff for giving a tour of SCC Athletic complex to Ms. Cindy Brown, gold medalist from 1988 Olympics.

As a member of both boards, Mr. Yarbrough provided a report on the County of Orange and City of Orange Oversight Boards.

Mr. Yarbrough indicated he had a sitting to update his 16-year-old board member photo.

Mr. Solorio thanked the college presidents for providing class catalogs and indicated the courses offered were relevant to prepare students for transfer or careers. In reviewing the transfer rates listed in the catalogs, he indicated the colleges have room for improvement and the student success initiative recently passed by the legislature should assist students in preparing for the workplace or transfer.

Mr. Labrado reported on the recent conference he attended hosted by the National Association of Latino Elected and Appointed Officials (NALEO). He indicated that Target stores have committed to donating a billion dollars to education by 2015 and asked staff to research the possibility of benefitting from this donation.

6.8 Board Member Comments – (cont.)

Mr. Hanna asked the chancellor to advise Townsend Public Affairs representatives of his meeting with Mr. Tom Torlakson, State Superintendent of Public Instruction. He reported he asked Mr. Torlakson to oppose or stand off SB 173 (Liu) Adult Education. Mr. Hanna asked that he be informed of Mr. Torlakson's position.

Mr. Hanna encouraged new board members to attend the colleges' Fall convocations on August 22 and 23.

In working with former Supervisor Bill Campbell, Ms. Barrios reported he is taking a class at Santiago Canyon College. Mr. Hanna encouraged the chancellor to have a news release written on this subject.

6.9 Approval of Board Legislative Committee Recommendations

This item was considered after Item 6.7 (Reports from Board Committees).

**RECESS TO CLOSED SESSION**

The board convened into closed session at 5:46 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) Director
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. This item was postponed during approval of Item 1.3 (Additions or Corrections to Agenda).
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor  
Property Address: 1609-1631 North Bristol Street, Santa Ana, California  
1240 West 17<sup>th</sup> Street, Santa Ana, California  
1612 Louise Street, Santa Ana, California  
Negotiating Parties: Danforth Holdings, LLC  
Under Negotiation: Price and Terms of Payments

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

### **RECONVENE**

The board reconvened at 7:40 p.m.

#### **Closed Session Report**

Mr. Labrado reported the board discussed the aforementioned items and took no action during closed session.

#### **Public Comment**

There were no public comments.

### **3.0 HUMAN RESOURCES**

Items 3.3 through 3.5 were considered after Item 2.5.

#### **3.1 Management/Academic Personnel**

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

- Approve New Job Descriptions
- Approve Appointments
- Approve Changes of Assignments
- Approve Interim Assignments
- Approve Extensions of Interim Assignments
- Approve End of Interim Assignments
- Approve Changes of Location
- Approve Academic Supervisory Step Increases
- Approve Adjusted Step Placements
- Ratify Resignations/Retirements
- Approve 2013-2014 CSEA Chapter 888 Child Development Center (CDC) Assistant Director Stipends
- Approve 2013-2014 CSEA Chapter 888 CDC Step Increases
- Approve 2013-2014 FARSCCD 192/225 Day Step Increases
- Approve 2013-2014 FARSCCD Athletic Coaching Stipends
- Approve 2012-2013 FARSCCD Contract Extension Days
- Approve 2013-2014 FARSCCD Contract Extension Days
- Approve 2013-2014 FARSCCD Coordinator Assignments
- Approve Rehiring of Temporary Employees per E.C. 87470

3.1 Management/Academic Personnel – (cont.)

- Approve Column Changes
- Approve Leaves of Absence
- Approve Voluntary Workload Reductions
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

3.2 Classified Personnel

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

- Approve New Classifications
- Approve Changes in Grade
- Approve New Appointments
- Approve Hourly On Going to Contract Assignments
- Approve Longevity Increments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Assignments/Locations
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary to Hourly On Going Assignments
- Approve Changes in Positions/Locations
- Approve Temporary Assignments
- Approve Changes in 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 and One-Time Stipends

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on August 19, 2013.

There being no further business, Ms. Barrios declared this meeting adjourned at 7:42 p.m. in honor of Mr. Kevin Woyjeck, who took firefighter classes at Santa Ana College, and the other 18 members of the Granite Mountain Hot Shot Crew who died fighting the fast-moving Yarnell Hill fire in Arizona on June 30, 2013.

Respectfully submitted,

---

Raúl Rodríguez, Ph.D.  
Chancellor

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

Minutes approved: August 19, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC  
August 19, 2013

MANAGEMENT

New Job Description/Attachment #1

Manager, Publications & Electronic Media  
Communications & Publications  
Classified Supervisory  
Grade H

Revised Job Descriptions/Attachments #2-3

Manager, Graphic Communications  
Communications & Publications  
Classified Supervisory  
Grade H

Director, Facility Planning, Construction &  
Support Services  
Facility Planning & District Support Services  
District Office  
Classified Supervisory  
Grade C

Interim Assignment

Kikawa, Eve  
Interim Dean, Fine & Performing Arts Division  
Santa Ana College

Effective: August 20, 2013 – June 30, 2014  
Salary Placement: B-1 \$120,626.85/Yr

Extensions of Interim Assignments

Alvano, Patricia  
Interim Director, Special Programs  
Continuing Education/OEC

Effective: July 1, 2013 – June 30, 2014  
Salary Placement: H-5 \$93,988.27/YR

Dominguez, Gary  
Interim Director, Fire Instruction  
Fire Technology  
Human Services & Technology Division  
Santa Ana College

Effective: August 1 – September 30, 2014  
Hourly Rate: \$39.94

Soto, Roslyn  
Interim Director, Special Programs  
UBMS/Student Service  
Santiago Canyon College

Effective: July 1, 2013 – June 30, 2014  
Salary Placement: H-1 \$77,319.25/Yr

MANAGEMENT (CONT'D)

Adjusted Effective Date/Final Salary Placement

Linnell, Janneth  
Executive Director, Child Development  
Services  
District Office

Effective: August 19, 2013  
Salary Placement: E-2 \$98,397.41

FACULTY

Adjusted Step Placement

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

Effective: August 19, 2013  
Salary Placement: IV-14 \$88,567.91/Yr

Leave of Absence

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

Effective: August 19, 2013 – May 24, 2014  
Reason: Banked Leave (Concurrent with Sabbatical)

Stipends

Nyssen, Adam  
Assistant Football Coach  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: August 19, 2013  
Amount: \$1,250.00/Yr

Gunther, Robert  
Assistant Coach Men's Cross Country  
Mathematics and Sciences Division  
Santiago Canyon College

Effective: July 1, 2013 – August 31, 2013  
Amount: \$1,000.00  
Reason: Coaching

Column Changes

Hallock, Jeffrey  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College

Effective: August 19, 2013  
From Hourly Lecture/Lab Rates: 1-3 \$52.80/\$44.88  
To Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

**FACULTY (CONT'D)**

*Part-time Hourly Hires/Rehires*

Cho, Byung Hoon  
Instructor, Digital Media/Animation  
Fine and Performing Arts Division  
Santa Ana College

Effective: August 19, 2013  
Hourly Lecture Rate: II-3 \$55.44

Dinh, Amber  
Instructor, English  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 19, 2013  
Hourly Lecture Rate: II-3 \$55.44

Fantozzi, Joanna  
Instructor, Earth Science/Geology  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College

Effective: August 19, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Fernandez, Luis F  
Instructor, History  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 19, 2013  
Hourly Lecture Rate: II-3 \$55.44

Frost, David  
Instructor, Accounting  
Business Division  
Santa Ana College

Effective: August 19, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Gallo, Samantha  
Instructor, Kinesiology  
Mathematics and Sciences Division  
Santiago Canyon College

Effective: August 19, 2013  
Hourly Lab Rate: II-3 \$47.12

Graham, Thomas  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College

Effective: August 5, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Jimenez, Laurie  
Instructor, High School Subjects/ABE  
Continuing Education Division (CEC)  
Santa Ana College

Effective: August 19, 2013  
Hourly Lecture Rate: II-2 \$42.84

**FACULTY (CONT'D)**

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

Khalid, Amena Syed  
Instructor, Mathematics  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College  
Effective: August 19, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Marquez, Gilbert  
Instructor, Digital Media/Animation  
Fine and Performing Arts Division  
Santa Ana College  
Effective: August 19, 2013  
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Patel, Palak  
Counselor, DSPS  
Student Support Services Division  
Santiago Canyon College  
Effective: August 12, 2013  
Hourly Lab Rate: III-3 \$49.48

Pineda, Edward M  
Instructor, Mathematics  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College  
Effective: August 19, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Plascencia, Moises  
Instructor, Anthropology  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: August 19, 2013  
Hourly Lecture Rate: II-3 \$55.44

Putros, Tremonisha  
Instructor, High School Subject  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: August 19, 2013  
Hourly Lecture Rate: II-2 \$42.84

Quinn, Nicole  
Instructor, Anthropology  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: August 19, 2013  
Hourly Lecture Rate: II-3 \$55.44

Ramirez, Christine  
Instructor, HSS/ABE  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: August 19, 2013  
Hourly Lecture Rate: II-2 \$42.84

**FACULTY (CONT'D)**

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

Risko, Gregory  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College

Effective: August 5, 2013  
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Schneider IV, Victor James  
Instructor, Earth Science, Geology  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College

Effective: August 19, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Stanfield, Alexa  
Instructor, History  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 19, 2013  
Hourly Lecture Rate: II-3 \$55.44

Summers, Kirk  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College

Effective: August 5, 2013  
Hourly Lecture/Lab Rates: I-4 \$55.44/\$47.12

Tejeda, Patricia  
Counselor  
Continuing Education Division (CEC)  
Santa Ana College

Effective: August 19, 2013  
Hourly CE Counseling Rate: II-2 \$36.41

Vargas, Jennifer  
Instructor, Education  
Counseling & Student Support Services Division  
Santiago Canyon College

Effective: August 19, 2013  
Hourly Lecture Rate: II-3 \$55.44

Non-paid Instructors of Record

Andrade, Anthony  
Instructor, Survey Apprenticeship  
Business & Career Technical Education  
Santiago Canyon College

Effective: August 5, 2013

Bond, Kai  
Instructor, Fire Technology (equivalency)  
City of Laguna Beach  
Human Services & Technology Division  
Santa Ana College

Effective: August 20, 2013

**FACULTY (CONT'D)**

*Non-paid Instructors of Record (cont'd)*

Fedak, Charles  
Instructor, Fire Technology (equivalency)  
Orange County Fire Authority (OCFA)  
Human Services & Technology Division  
Santa Ana College

Effective: August 20, 2013

*Non-Paid Intern Service*

Sumida, Marissa  
Athletic Training Student Intern  
Athletics/Exercise Science  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: August 18 – December 15, 2013  
College Affiliation: Chapman University  
Discipline: Athletic Training

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
August 2013

## **MANAGER, PUBLICATIONS AND ELECTRONIC MEDIA**

### **CLASS SUMMARY**

Under general direction – plans, organizes, directs and supervises the Publications Department operations; manages written and visual content on all district and college websites; consults with management, faculty and students on their publication and electronic media needs; assumes and performs related duties and responsibilities as required.

### **REPRESENTATIVE DUTIES**

Plans, organizes, schedules, directs and evaluates the operations of the publications department; supervises, trains and evaluates personnel; writes specifications for publication projects; prepares reports; maintains department budget; supervises the maintenance of equipment, inventory and supplies; oversees vendor contracts and ensures quality of services; makes improvements in the product and processes of the publications department; establishes procedures and ensures cost control. Serves as the primary contact for the district's websites; manages the content, design and maintenance of websites, intranet and other electronic media; develops promotional strategies using the district's online and new media resources; develops content for use on websites; reviews, edits and organizes electronic content. Assists and provides technical support to staff in developing/upgrading web pages or other electronic media content. Implements website upgrades and provides training for staff. Ensures that web pages are accessible to people with disabilities; researches and analyzes new technologies for potential application to existing online mediums. Analyze and report on metrics for website traffic and social media engagement.

### **ORGANIZATIONAL RELATIONSHIPS**

This class reports to the Director of Communications and Publications and supervises assigned staff. This class consults with faculty, management and administrative personnel and students on their publications and electronic media needs.

### **DESIRABLE QUALIFICATION GUIDE**

#### **Training and Experience**

Any combination of training and/or experience equivalent to a bachelor's degree and 5 years experience in media and/or publications. Experience working in an educational environment is desirable.

**MANAGER, PUBLICATIONS AND ELECTRONIC MEDIA**  
**(continued)**

**Knowledge and Abilities**

Knowledge of: the uses, operation and maintenance of publications equipment; web design principles, practices, trends and techniques; principles of production, layout and efficient work flow; principles of training and supervision; graphic arts and web creation software; English, spelling, punctuation, hyphenation and grammar.

Ability to: plan, lay out and organize the work of a publications center; organize and schedule projects; train and supervise personnel; communicate effectively; establish and maintain effective working relationships with faculty, staff, students and vendors.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
August 2013

## **MANAGER, GRAPHIC COMMUNICATIONS**

### **CLASS SUMMARY**

Responsible for managing and coordinating the preparation and production of all district graphic communications. Directly supervises the district graphic design and desktop publishing staff and related functions. Assumes and performs other duties as required.

### **REPRESENTATIVE DUTIES**

Plans, organizes, schedules, directs and supervises the operations of graphic production and desktop publishing; establishes a district-wide creative vision and directs its execution through graphic designers and desktop publishers; institutes district-wide graphic standards and branding system; creates, coordinates, integrates and selects content and design elements of major district publications; consults with management, faculty and staff on their publications and design needs; has a complete understanding and keeps abreast of policies, programs, and priorities of the district; is aware of developments in the application of technology to graphic communications, as well as the equipment and techniques for effective production of complex print publications; develops and recommends policies and procedures for the efficient organization and operation of the graphic communications unit; prepares budget requests and monitors approved budgets; reviews requests for equipment purchases and makes appropriate recommendations; develops plans for improving graphic design and desktop publishing services and makes appropriate recommendations; assists in the selection of staff; provides for in-service training; assigns, supervises, and evaluates staff; supervises and maintains department records; develops plans for improving graphic communications in the district through the use of appropriate graphic techniques.

### **ORGANIZATIONAL RELATIONSHIPS**

This manager reports to the Director of Communications and Publications and supervises staff, as well as student workers and interns. Consults with faculty, staff, management and administrative personnel on electronic, print and design needs and coordinates production. Interfaces with administrators and staff in the planning, design and coordination of major publications.

**MANAGER, GRAPHIC COMMUNICATIONS cont'd**

**DESIRABLE QUALIFICATION GUIDE**

**Training and Experience**

Any combination of education and experience equivalent to a bachelor's degree in graphic design/fine art, and a minimum of five (5) years professional experience in graphic design, multimedia production, print production or a related area. Experience working in an educational environment is desirable.

**Knowledge and Abilities**

Thorough knowledge of: elements and principles of design and graphic communications; principles of electronic and print production; current trade practices, procedures, terminology, equipment and techniques required for various effects; composition and layout techniques; computer applications for web page production; the uses, operation, and maintenance of graphic design and photographic equipment; procedures, terminology, equipment and techniques required for design and layout of printed pieces and web documents; principles of planning, organizing, scheduling.

Knowledge of: principles of training and supervision; principles of production layout and efficient flow of work; record keeping, costing and filing; sources, ordering procedures and organizational systems for electronic media, publications, graphic design and photographic supplies and archives; English, spelling, punctuation and grammar.

Familiarity with: principles of public relations and their relationship to graphic design, production, and reprographic services.

Ability to: plan, schedule and organize projects; prepare layouts, comprehensives, and final art for print production; operate photographic, graphic design and related equipment; train, supervise and evaluate personnel; communicate effectively; establish and maintain effective working relationships with faculty, management, staff, students and vendors; plan production schedules; conceptualize design and translate into specific visual content consistent with stated objectives; maintain records and make reports; evaluate processes and products and make recommendations for improvement.

Skills: proficiency in the operation of multimedia, photographic and graphic design production equipment including computer applications in electronic/print productions.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
Revised AUGUST 2013

## **DIRECTOR, FACILITY PLANNING, CONSTRUCTION AND SUPPORT SERVICES**

### **CLASS SUMMARY**

Directly responsible to the Assistant Vice Chancellor, Facility Planning & District Support Services, for leadership and administration in the areas of planning, design, bid preparation, construction delivery, maintenance, grounds keeping, custodial services and the day to day operations of the department. Supervises and evaluates staff assigned to the department and performs related duties as assigned.

### **SPECIFIC RESPONSIBILITIES**

Direct, administer and supervise the planning, design, bid preparation and construction execution of a wide array of projects and activities concurrently; assure projects are in compliance with district standards applicable laws, codes, rules and regulations; supervise staff, consultants, programs, construction and support services to ensure projects and activities are delivered in an effective, timely and responsible manner; interface with contractors or other professional consultants to resolve disputes through proper communication, negotiation and contract conformance review; assist in developing and implementing procedures and business practices related to facilities planning, design, contracting, bidding and construction, safety, fiscal budget management, cost controls, scheduling and other project management or department tools as needed; establish and evaluate district standards for materials, equipment, systems, and or other as deemed appropriate and necessary; review, develop, monitor and administer a variety of professional consultant, vendor and contractor contracts and assure compliance with provisions outlined in contracts; advise the Assistant Vice Chancellor on Board agenda items and management issues affecting the department and or projects; review systems and information to determine best practices, best products and applications as well as other technologies that may maximize the efficient use of resources.

Responsible for the day-to-day supervision and evaluation of staff assigned to the department, coordinate and assign work; oversee and manage the execution of essential duties related to facilities, maintenance, ground keeping and other services or projects in support of the District's Strategic Comprehensive Plan, Facility Master Plans, and other goals and objectives; assure the timely preparation, maintenance and distribution of various reports and records as required by federal, state, local and district regulations or as required by the district; participate in developing long range and strategic plans for facilities and operations; determine the need for scheduled maintenance and assist in preparation of plans; work collaboratively with college campuses and other facility sites to evaluate and assess condition needs and develop appropriate budgets, scope of work, and recommendations for delivery to ensure work is completed in a timely and cost efficient manner; attend a variety of meetings and participate in district-wide meetings as required; provide operational leadership to the district and other staff and consultants in the areas of facilities, planning, construction, maintenance, grounds keeping and custodial services.

**DIRECTOR, FACILITY PLANNING, CONSTRUCTION AND SUPPORT SERVICES cont'd**

**CLASS SUMMARY**

**DESIRABLE QUALIFICATIONS GUIDE**

**Training and Experience**

Bachelor's degree in engineering, architecture, construction management or other related field; and eight years of increasingly responsible management experience in facilities planning and construction. Demonstrated experience in managing local bond and state funded projects is preferred. Experience working in a California community college facilities management position is preferred. Possession of a valid California driver's license is required.

**Knowledge and Abilities**

**Knowledge of:**

Principles of management, supervision and public administration; local, state and federal laws governing construction of facilities; Public works bidding process and applicable laws; building codes; construction delivery methods; building methods and materials; low voltage systems and other digital or network control systems; Division of State Architect requirements and building codes, and other agency requirements for facility planning and construction; safety practices required to comply with various safety and hazardous materials training requirements.

**Ability to:**

Communicate effectively orally and in writing with diverse constituencies within and outside of the district; Read, interpret, and evaluate construction plans and specifications, including laws, policies, regulations and contracts; Administer multiple projects simultaneously; Evaluate the quality of work performed by outside professionals and contractors ; Ability to utilize CADD system and utilize drawings and plans in the California State Chancellor's Office facility database maintenance system; Drive a vehicle to conduct work and visit multiple facilities and active construction sites

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
AUGUST 19, 2013**

**CLASSIFIED**Revised Job Description & Change in Grade Attachment #1

Graduation Specialist	From: Grade 11	To: Grade 15
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New Assignment

McCoy, Karen Library Technician II (CL13-0423) Library/ SCC	Effective: August 13, 2013 Grade 12, Step 1 \$44,740.57
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Professional Growth Increment

Andrade, Jose Instructional Center Tech./ School of Continuing Education/SAC	Effective: September 1, 2013 Grade 7, Step 3 + 6PG (3000) \$42,608.82
Banderas, Justin Library Technician/ SCC	Effective: September 1, 2013 Grade 9, Step 6 + 1PG(500) \$50,274.35
Selby, Nadine Admissions & Records Specialist III/ SCC	Effective: September 1, 2013 Grade 10, Step 6 + 2.5%L + 6PG(3000) \$56,253.28

Out of Class Assignment

Gil, Maria Resource Development Coordinator/ Resource Dev./ District	Effective: 07/01/13 – 06/30/14 Grade 16, Step 3 + 2.5%L + 2PG \$63,831.83
Myers, Jacqueline Job Placement Coordinator/ Student Services/ SCC	Effective: 07/01/13 – 06/30/14 Grade 13, Step 6 + 10% L \$65,507.81
Torres, Jetza Director, CITD/Educational Services/ District	Effective: 07/01/13 – 06/30/14 Grade F, Step 1 \$87,068.35 <i>Supervisory</i>

Out of Class Assignment cont'd

Walczak, Katharine Student Services Coordinator/ Humanities/ SAC	Effective: 08/01/13 – 06/30/14 Grade 15, Step 1 \$52,419.83
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Change in Position

Gitonga, Kanana From: International Student Prog. Spec./SAC To: International Student Coordinator (CL13-0422) SCC	Effective: August 5, 2013 Grade 16, Step 2 + 2.5%L + 5PG \$62,369.14
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Change in Salary Placement

Lopez, Sonia Intermediate Clerk/ Financial Aid/ SAC	Effective: July 1, 2013 Grade 5, Step 4 \$38,604.51 <i>Step Correction</i>
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Leave of Absence

Ceniceros, Carmella Admissions/Records Spec. I/ School of Continuing Education/SAC	Effective: 07/01/13 – 6/30/14 Reason: FMLA – Intermittent
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Espinosa, Laura Administrative Clerk/ Academic Affairs/ SCC	Effective: 08/26/13 – 11/03/13 Reason: Maternity Leave
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Morrow, Linda Program Specialist/ Student Services/ SAC	Effective: 10/14/13 – 10/18/13 12/16/13 – 12/20/13 12/30/13 – 01/10/14 03/10/14 – 03/14/14 05/26/14 – 06/20/14 Reason: Non Work Days 10 Month Contract
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Ratification of Resignation/Retirement

Gonzalez, Juan  
Transfer Center Specialist/ Counseling/  
SCC

Effective: August 23, 2013  
Reason: Resignation

Juarez, Eva  
High School & Comm. Outreach Spec./  
Student Services/ SCC

Effective: August 23, 2013  
Reason: Resignation

Scroggins, Irene  
Administrative Secretary/ Student Services/  
SCC

Effective: October 10, 2013  
Reason: Retirement

**CLASSIFIED HOURLY**

New Appointments

Quiroz, Leticia  
Instructional Assistant (Reinstated)  
School of Continuing Education/SAC

Effective: June 29, 2013  
Up to 19 Hours/Week School Session  
Grade 5, Step A + 2.5%L + 2.5%Bil

Temporary to Hourly On Going

Melgoza Hurtado, Angelica  
Student Services Specialist (CL13-0415)  
Student Development/ SCC

Effective: August 5, 2013  
19 Hours/Week 12 Months/Year  
Grade 10, Step A + 2.5% Bil \$19.98/hour

Leave of Absence

Hermen, Lisa  
Senior Clerk/ Kinesiology/ SCC

Effective: 12/16/13 – 12/20/13  
12/30/13 – 01/10/14  
02/24/14 – 02/28/14  
03/17/14 – 03/21/14  
04/14/14 – 04/18/14  
05/19/14 – 05/23/14  
06/02/14 – 06/06/14  
06/23/14 – 06/27/14

Reason: Non Work Days  
10 month Contract

Leave of Absence cont'd

Lomeli, Elizabeth  
Student Services Specialist/ Student  
Services/ SAC  
Effective: 07/01/13 – 08/31/13  
Reason: Non Work Days  
10 Month Contract

Tran, Vien  
Publications Assistant/ Human Services/  
SAC  
Effective: 08/12/13 – 08/23/13  
12/16/13 – 12/20/13  
12/30/13 – 01/17/14  
03/24/14 – 03/28/14  
05/26/14 – 06/06/14  
Reason: Non Work Days  
10 Month Contract

Ratification of Resignation/Retirement

Paz, Edgar  
Custodian/ Admin. Services/ SCC  
Effective: August 7, 2013  
Reason: Resignation

Schuster, Bradley  
Research Analyst/ Research/ District  
Effective: July 25, 2013  
Reason: Resignation

**TEMPORARY ASSIGNMENT**

Bustamante Ochoa, David  
Learning Facilitator/ Nursing/SAC  
Effective: 08/27/13 – 06/13/14

Chun, Joseph  
Learning Facilitator/ Science & Math/ SAC  
Effective: 08/27/13 – 06/13/14

Garcia, Philip  
Cashier/ Auxiliary Services/ SAC  
Effective: 08/20/13 – 06/30/14

Lepe, Maria  
Administrative Clerk/ Digital Media  
Center/ District  
Effective: 08/20/13 – 06/30/14

Mendiola, Mark  
Instructional Assistant/ Science & Math/  
SAC  
Effective: 08/26/13 – 05/25/14

Purkiss, Dylan  
Instructional Assistant/ Math & Science/  
SCC  
Effective: 08/20/13 – 12/31/13



*Additional Hours for On Going Assignment cont'd*

Deluna Daniel Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/23/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Douglas, Robert District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Escobar, David District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Gonzales, Freddie District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Gonzalez, Jaime District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Harris, Courtney District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Heiland, Danielle Lifeguard/ Kinesiology/ SCC	Effective: 08/26/13 – 12/12/13 Not to exceed 19 consecutive days in any given period.
Martes, David District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Montanez, Jesse District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Quinonez Tapia, Edgar District Safety Officer/ District	Effective: 07/01/13 – 07/06/13 Not to exceed 19 consecutive days in any given period.
Velasquez, Patricia District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.

*Additional Hours for On Going Assignment cont'd*

Zambrano, Adalberto  
Instructional Assistant/ Counseling/ SAC  
Effective: 08/26/13 – 05/23/14  
Not to exceed 19 consecutive days in any given period.

*Substitute Assignments*

Avila, Edgar  
District Safety Officer/ District  
Effective: 07/01/13 – 06/30/14  
Not to exceed 19 consecutive days in any given period.

Castellanos, Margie  
Administrative Clerk/ Counseling/ SAC  
Effective: 07/29/13 – 06/30/14  
Not to exceed 19 consecutive days in any given period.

Clayton, Joe  
District Safety Officer/ District  
Effective: 07/01/13 – 06/30/14  
Not to exceed 19 consecutive days in any given period.

Counts, Christopher  
District Safety Officer/ District  
Effective: 07/01/13 – 06/30/14  
Not to exceed 19 consecutive days in any given period.

Delgado, Juna  
District Safety Officer/ District  
Effective: 07/01/13 – 06/30/14  
Not to exceed 19 consecutive days in any given period.

Douglas, Robert  
District Safety Officer/ District  
Effective: 07/01/13 – 06/30/14  
Not to exceed 19 consecutive days in any given period.

Escobar, David  
District Safety Officer/ District  
Effective: 07/01/13 – 06/30/14  
Not to exceed 19 consecutive days in any given period.

Estrada, Gilberto  
Custodian/ Orange Education Center  
Effective: 08/01/13 – 06/30/14

Gonzales, Freddie  
District Safety Officer/ District  
Effective: 07/01/13 – 06/30/14  
Not to exceed 19 consecutive days in any given period.

*Substitute Assignments cont'd*

Gonzalez, Jaime District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Harris, Courtney District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Martes, David District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Montanez, Jesse District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Nguyen, Ngoc Tam High School & Comm. Outreach Specialist/ Student Services/ SCC	Effective: 08/26/13 – 03/22/14
Quinonez Tapia, Edgar District Safety Officer/ District	Effective: 07/01/13 – 07/06/13 Not to exceed 19 consecutive days in any given period.
Sawits, Harold Publications Assistant/ School of Continuing Education/SAC	Effective: 07/08/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Velasquez, Patricia District Safety Officer/ District	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Velazquez, Kimberly Administrative Clerk/ Counseling/ SAC	Effective: 07/29/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.

**MISCELLANEOUS POSITIONS**

Fischemilitaru, Marianna Community Services Presenter/ Orange Education Center	Effective: 09/20/13
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*Instructional Associates/Associate Assistants*

**Criminal Justice**

Cash, Rodney Effective: 08/20/13

Cole, Jennifer Effective: 08/20/13

Distler, James Effective: 08/20/13

Lee, Eric Effective: 08/20/13

MacDonald, Justin Effective: 08/20/13

Pollnow, Jesus Effective: 08/20/13

**Fire Technology**

Barnes, Andrew Effective: 07/29/13

**Kinesiology**

Navarro, Hector Effective: 08/20/13

**COMMUNITY SERVICE PRESENTERS**

*Stipends Effective July 1 – 10, 2013*

Blackmore, Gary Amount: \$ 880.00

Burns, Brigitte Amount: \$ 109.04

Crowley, Debra Amount: \$ 560.00

Depsky, Courtney Amount: \$ 1,680.00

Drew, John Amount: \$ 181.61

Dumon, Dori Amount: \$ 210.00

Dumon, Dori Amount: \$ 140.00

Haugen, Nancy Amount: \$ 210.00

Klabacha, Lindsey Amount: \$ 367.50

Krusemark, LeeAnne Amount: \$ 267.71

**COMMUNITY SERVICE PRESENTERS cont'd**  
*Stipends Effective July 1 – 10, 2013*

Nolasco, Jeffrey	Amount: \$ 240.00
Reyes, Alfred	Amount: \$ 723.80
Rivera, Rodrigo	Amount: \$ 480.15

**VOLUNTEERS**

Gale, Bruce Non Student/ School of Continuing Education/SAC	Effective: 08/26/13 – 06/30/14
Santacruz, Rudy Non Student/ Counseling/ SAC	Effective: 08/20/13 – 06/30/14
Vasil, Jessica Non Student/ Economic Development District	Effective: 08/20/13 – 06/30/14

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST**

Fernandez Martinez, Alexander	Effective: 07/01/13-06/30/14
Gomez Rodriguez, Verenice	Effective: 08/12/13-06/30/14
Gutierrez, Lorena	Effective: 08/12/13-06/30/14
Hernandez Casarez, Teresa	Effective: 07/11/13-06/30/14
Lopez, Saul	Effective: 08/05/13-06/30/14
Lopez, Wendy E	Effective: 07/22/13-06/30/14
Romero Bravo, Guadalupe	Effective: 08/05/13-06/30/14
Saldana, Mariana	Effective: 07/08/13-06/30/14
Salinas, Thalia Stephanie	Effective: 07/08/13-06/30/14
Simpson, Ashley-Fe Tavanlar	Effective: 08/05/13-06/30/14
Spaziano, Joseph	Effective: 08/12/13-06/30/14
Woodworth, Marcus Anthony	Effective: 08/05/13-06/30/14

**SANTIAGO CANYON COLLEGE  
STUDENT ASSISTANT LIST**

Blanco Moreno, Ivan	Effective: 08/12/13 – 06/30/14
Kottke, Perla C	Effective: 08/05/13 – 06/30/14
Melendrez Gastelum, Edwin	Effective: 07/22/13 – 06/30/14
Mobley, Dakota	Effective: 07/22/13 – 06/30/14
Montgomery, Matthew	Effective: 08/12/13 – 06/30/14
Morin, Shainah	Effective: 08/05/13 – 06/30/14
Nguyen, Jay	Effective: 07/30/13 – 06/30/14
Peet, Kelly	Effective: 08/12/13 – 06/30/14
Wood, Lani	Effective: 07/17/13 – 06/30/14

*Attachment #1*

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA**

**CLASS SPECIFICATION  
Revised AUGUST 2013**

**GRADUATION SPECIALIST**

**CLASS SUMMARY**

Under direction – Evaluates incoming transcripts for degree, certification, and certificate completion requirements; performs institutional credit and area evaluation for CSU and UC lower/upper division general education coursework; records and assesses AP, CLEP, IB scores, Military credit and Credit by Exam; prepares and presents all reports related to graduation data, including MIS; applies and advises on all appropriate Title 5 graduation requirements; and performs related degree audit and student records' duties as required.

**REPRESENTATIVE DUTIES**

Evaluates and reviews incoming academic transcripts of coursework completed at Santa Ana College, Santiago Canyon College or other colleges/universities to determine completion of degree or certificate requirements; research courses from other institutions to determine equivalencies toward graduation or transfer requirements; advises personnel from other institutions on Santa Ana College/Santiago Canyon College course content and transferability; notifies student of eligibility or ineligibility for degree or certificate; creates statistical reports and analysis of degrees and certificates conferred; computes division honors for each graduation period and assists in the compilation of the commencement program; prepare and participate in annual catalog revisions; ensures the functionality of the degree audit system; answers general questions from students and counselors by telephone, email, and personal contact regarding graduation requirements; assists counselors, as requested, in analyzing student records; interprets admissions/records office policies and applies them in a variety of procedural situations; evaluates student records to determine completion of prerequisites for application to different program; Create/s orders diplomas and certificates utilizing customized software or from a third party vendor; performs admissions and registration duties as assigned.

**ORGANIZATIONAL RELATIONSHIPS**

This class reports to the designated manager/administrator.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA**

**CLASS SPECIFICATION  
Revised AUGUST 2013**

**GRADUATION SPECIALIST cont'd**

**DESIRABLE QUALIFICATIONS GUIDE**

**Training and Experience**

Any combination of education or training equivalent to a Bachelor's degree and four years experience with college transfer coursework, admissions and records or counseling. Experience in college level transcript evaluation is preferred.

**Knowledge and Abilities**

**Knowledge of:** College policies and procedures related to degree completion and transfer to four year colleges/universities; articulation agreements; transfer equivalencies for degree completion; cumulative Grade Point Average calculation; modern student information systems (i.e. Datatel, Banner, PeopleSoft, etc); Microsoft office applications, such as excel, word, publisher, student datases, Powerpoint; Title 5 and Education Code as it pertains to awarding of degrees and certificates.

**Ability to:** Analyze, interpret, apply and explain legal mandates, codes, rules, policies, procedures, regulations, and guidelines; Establish and maintain comprehensive and accurate graduation files and records; Evaluate college transcripts with a high degree of critical thinking; Prepare and explain concise and complete reports on graduation data; Perform mathematical calculations with accuracy; Possess a high level of organization; Present to administrators, counselors, parents and students; Research and adapt to changing regulations and procedural requirements; Communicate effectively with the college community and students orally and in writing; Build and maintain cooperative working relationships with administrators, faculty, staff and students.

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of New OTA Agreement – Manhattan Beach Unified School District	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five 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 Manhattan Beach Unified School District in Manhattan Beach, California.

Fiscal Impact:	None	Board Date: August 19, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

## **AGREEMENT**

### Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into April 23, 2013 by and between Manhattan Beach Unified School District hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

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

**WITNESSETH:**

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

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

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

**B. Insurance:**

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

**C. Indemnification**

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

**PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

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

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

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

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

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

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

---

Agency: **Manhattan Beach Unified School District**

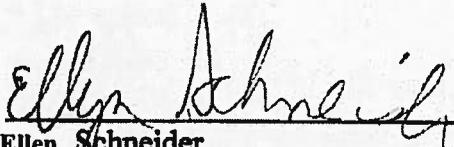
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Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706

Manhattan Beach Unified School District  
325 South Peck Avenue  
Manhattan Beach, CA 90266

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



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**Ellen Schneider**  
Executive Director  
Student Services

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Amendment #4 to CJA Agreement – County of Orange Sheriff’s Department, Coroner’s Office and Probation Department	
Action:	Request for Approval	

**BACKGROUND**

Presently we have agreements with the County of Orange to support contract training for the Orange County Sheriff’s Department, the Coroner’s Office and the Orange County Probation Department. We have had this partnership for forty (40) plus years now. This amendment extends our agreement for one year.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this amendment with the County of Orange in Santa Ana, California.

Fiscal Impact:	None	Board Date: August 19, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**AMENDMENT NUMBER FOUR  
TO  
AGREEMENT MA-060-13010020  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**This AMENDMENT NUMBER FOUR to CONTRACT number MA-060-13010020 (hereinafter "AMENDMENT NUMBER FOUR") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and Rancho Santiago Community College District (hereinafter "CONTRACTOR") with a place of business at 2323 North Broadway, Santa Ana, CA 92706, is made and entered upon execution of all necessary signatures.**

**RECITALS**

**WHEREAS, COUNTY and CONTRACTOR executed CONTRACT for Consultant Services, Law Enforcement Training, Contract Z1000000068 (hereinafter "ORIGINAL AGREEMENT"), for a one (1) year term of August 22, 2009 through and including August 21, 2010, renewable for four (4) additional one (1) year terms;**

**WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, as Contract number MA-060-11010253 (hereinafter "AMENDMENT NUMBER ONE"), for a one (1) year term of August 22, 2010 through and including August 21, 2011;**

**WHEREAS, COUNTY and CONTRACTOR renewed Contract MA-060-11011500, as Contract number MA-060-11012581 (hereinafter "AMENDMENT NUMBER TWO"), for a one (1) year term of August 22, 2011 through and including August 21, 2012;**

**WHEREAS, COUNTY and CONTRACTOR renewed Contract MA-060-11012581, as Contract number MA-060-13010020 (hereinafter "AMENDMENT NUMBER THREE"), for a one (1) year term of August 22, 2012 through and including August 21, 2013;**

**WHEREAS, COUNTY and CONTRACTOR desire to renew ORIGINAL AGREEMENT to continue receiving services from CONTRACTOR for an additional one (1) year term and the CONTRACTOR has agreed to continue provide those services at the rates set forth in the ORIGINAL AGREEMENT; and**

**WHEREAS, COUNTY and CONTRACTOR desire to change the Contract number from MA-060-13010020 to become Contract number MA-060-14010056.**

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Rancho Santiago Community College District  
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1  
Contract: MA-060-14010056

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, Both COUNTY and CONTRACTOR agree as follows:

1. **ARTICLES**

- a. Additional Terms and Conditions, Section **Term of Contract**, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

1. **Term of Contract:**

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 8/22/09 through and including 8/21/14, unless otherwise terminated by COUNTY. The period of 8/22/09 through and including 8/21/10 shall be known as Contract Z1000000068. The period of 8/22/10 through and including 8/21/11 shall be known as Contract MA-060-11010253. The period of 8/22/11 through and including 8/21/12 shall be known as Contract MA-060-11012581. The period of 8/22/12 through and including 8/21/13 shall be known as Contract number MA-060-13010020. The period of 8/22/13 through and including 8/21/14 shall be known as Contract number MA-060-14010056.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Z1000000068) is attached hereto as Exhibit A and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER ONE (Contract MA-060-11010253) is attached hereto as Exhibit B and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060-11012581) is attached hereto as Exhibit C and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER THREE (Contract MA-060-13010020) is attached hereto as Exhibit D and incorporated by this reference.
7. All other provisions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE through THREE, to the extent they are not inconsistent with this AMENDMENT NUMBER FOUR, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on August 21, 2013 are hereby extended to August 21, 2014.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FOUR.

**\*Contractor: Rancho Santiago Community College District**

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

**\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

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

**Exhibit A**

**ORIGINAL AGREEMENT (Contract number Z100000068)**

**AGREEMENT Z1000000068**

**BETWEEN THE**

**COUNTY OF ORANGE**

**AND THE**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**THIS AGREEMENT**, hereinafter referred to as "Contract" is made and entered as of the date fully executed by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**RECITALS**

**WHEREAS**, COUNTY desires to contract with DISTRICT for consultant services;

**WHEREAS**, COUNTY is agreeable to providing consultant services on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, COUNTY and DISTRICT mutually agree as follows:

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
Term	3
Optional Termination	3
Services by County	3
Payment	3
Notices	4
Status of COUNTY and DISTRICT	5
State Audit	5
Alteration of Terms	6
Indemnification	6
Signature Page	8

**A. TERM:**

The term of this Agreement shall be for one (1) year beginning, August 22, 2009 through August 21, 2010 renewable for four (4) additional one (1) year terms unless earlier terminated by either party in the manner set forth herein.

**B. OPTIONAL TERMINATION:**

COUNTY or DISTRICT may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

**C. SERVICES BY COUNTY:**

COUNTY, through its Sheriff-Coroner Department (hereinafter referred to as "SHERIFF") agrees to provide.

1. Consultant services regarding courses that will meet the needs of law enforcement for training. DISTRICT agrees, however; that COUNTY assumes no liability of course selection or content of course, and DISTRICT shall be solely responsible for both.
2. Expert strategic planning advice is to include subjects such as facilities, equipment, budgets, and instructional needs. DISTRICT agrees that DISTRICT shall be solely responsible for strategic planning decision-making and COUNTY assumes no liability thereof.

**D. PAYMENTS:**

1. DISTRICT shall pay COUNTY \$30,000.00 annually for the services provided in this Agreement.

2. SHERIFF shall invoice DISTRICT quarterly in the months of September, December, March and June. The invoices shall be in four (4) equal installments of \$7,500 each.
3. DISTRICT shall pay COUNTY in accordance with the County Billing Policy adopted by the Board of Supervisors through Minute Orders dated October 27, 1992.
4. COUNTY shall charge DISTRICT late payment penalties in accordance with COUNTY Board of Supervisors' approved County Billing Policy.

**E. NOTICES:**

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

**DISTRICT:** ATTN: PETER J. HARDASH  
VICE CHANCELLER OF BUSINESS OPERATIONS  
AND FISCAL SERVICES  
RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT  
2323 NORTH BROADWAY  
SANTA ANA, CA 92706

**COUNTY:** ATTN: TRAINING DIVISION  
SHERIFF-CORONER DEPARTMENT  
1900 W. KATELLA AVENUE  
ORANGE, CA 92667

1. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and

addressed above.

**F. STATUS OF COUNTY AND DISTRICT:**

COUNTY is and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between DISTRICT and COUNTY, or any of COUNTY'S agents or employees. COUNTY, its agents and employees shall not be considered in any manner to be DISTRICT employees.

DISTRICT is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and DISTRICT, or any of DISTRICT'S agents or employees. DISTRICT, its agents and employee shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

**G. STATE AUDIT:**

Pursuant to Government Code Section 8546.7, DISTRICT and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by DISTRICT to COUNTY under this Agreement. DISTRICT and COUNTY shall retain all records relating to the performance of this Agreement for said three (3) year period, except those records pertaining to any audit then in progress, or any claim or

litigation which shall be retained beyond said three (3) year period until final resolution of said audit, claim or litigation.

**H. ALTERATION OF TERM:**

This Agreement fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

**I. INDEMNIFICATION:**

1. COUNTY, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence, or any other act or mission of DISTRICT, or any of its officers or employees. DISTRICT shall indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any acts or omission of DISTRICT, its officers, agents, employees, subcontractors or independent contractors related to this Agreement for property damage, bodily injury or death, or any other element of damage of any kind or nature, DISTRICT shall defend, at its expense including attorney fees, COUNTY, its officers, agents, employees and independent contractors in any

legal action or claim of any kind based upon such alleged acts or omissions.

2. DISTRICT, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence, or any other acts or omission of COUNTY or any of its officers or employees. COUNTY shall indemnify, defend with counsel approved in writing by DISTRICT, and hold DISTRICT, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, COUNTY shall defend at its expense including attorney fees, DISTRICT, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

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

**hereto on the day and year written above.**

**COUNTY COUNTY OF ORANGE**

**DISTRICT RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

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

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

**Name:** \_\_\_\_\_

**Name:** Peter J. Hardash

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

**Title:** Vice Chancellor of  
Business Operations and Fiscal Services

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

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

**ATTACHMENT A**

**SCOPE OF WORK:**

1. **Scope of Services:** District shall provide Criminal Justice Academy Classes for the Sheriff's Department recruits. The recruits in the Sheriff's Criminal Justice Academy shall be able to obtain college credits for courses taken as part of their academy training.
2. **District shall provide but, shall not be limited to the following Classes:**

<b>CLASS</b>	<b>UNITS</b>
a. Basic Academy	24.0
b. Correction Officer Core Class	3.0
c. Reserve Level III	3.0
d. Reserve Academy Program	0.2-6.0
e. Basic Narcotics Investigation	2.0
f. Coroner Course	3.0

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To: Board of Trustees	Date: August 19, 2013
Re: Approval of Fire Technology Agreement Renewal: City of Burbank	
Action: Request for Approval	

**BACKGROUND**

This is a standard renewal of an existing inter-agency fire instructional services agreement with the City of Burbank.

**ANALYSIS**

This instructional agreement is administered in compliance with the guidelines issued by the State of California Community College Chancellors Office. This agreement shall be effective for a period of one (1) year or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. This agreement carries a cost of a maximum of \$29,120 per fiscal year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with the City of Burbank in Burbank, California

Fiscal Impact: \$29,120/fy	Board Date: August 19, 2013
Prepared by: Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

**PROFESSIONAL SERVICES AGREEMENT**

**DATE:** July 2, 2013

**PARTIES:** "CLIENT"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Betsy Dolan  
Title: Interim Management Services Director  
Telephone: (818) 238-5026

Mailing Address: 301 East Olive Avenue  
Burbank, CA 91502

THE "CONSULTANT"

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Representative: Name: Terri Wann  
Title: Physical Fitness Professor/Coordinator  
Telephone: (714) 564-6861

Mailing Address: 1530 West 17<sup>th</sup> Street  
Santa Ana Ca 97206-3398

**TERM:** Commencement date: July 1, 2013  
Completion date: June 30, 2014

**COST OF SERVICE: NOT TO EXCEED \$29,120.00**

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

REQUESTS FOR A WAIVER OF TERMS MUST BE IN WRITING AND PRESENTED TO THE CITY ATTORNEY'S OFFICE AT THE TIME THIS AGREEMENT IS DELIVERED TO THE CITY ATTORNEY'S OFFICE FOR REVIEW AND APPROVAL AS TO FORM.

**SAC-13-057**

PSA-City 2012  
04-23-12

Page 1

4.3 (2)

**1.0**            **Services.** Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service set forth on the "Scope of Services" attached to this Agreement as Exhibit "A." The initiation of service by the Consultant will commence upon receipt of a written notice from the Designated Official authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official.

**2.0**            **Compensation.** The Client shall pay for the services of Consultant either on a time-and-material basis or on a fixed-price basis, depending upon the agreed cost of the applicable service as indicated on the "Schedule of Compensation" which is set forth in Exhibit "B." No payment for expenses or labor shall be paid by Client unless it is related to a service, which is referred to in the Scope of Services. The cost of service designated on the first page of this Agreement may be increased by 10% of the original Cost of Services or \$10,000, whichever is less with the prior written approval of the Designated Official. Any additional increase in the cost of service designated on the first page of this Agreement must have the prior written approval and authorization of the City Manager.

**3.0**            **Payment.** If the service specified in the Scope of Services is to be paid for on a fixed-price basis, then Client shall pay for services of Consultant the total fixed price according to the progress payment schedule established in the Schedule of Compensation. If, however, payment is to be made on a time-and-material basis, then Consultant shall, at the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the tenth day of the following month, submit to the Client a verified invoice prepared in the manner prescribed by the Client and the Designated Official. Client's payment to Consultant shall be made within thirty (30) days of either the date of completion of each phase as set forth in the progress schedule if Consultant's Compensation is a fixed price, or the date of Consultant's invoice if compensation is calculated on a time-and-material basis, whichever is applicable.

**4.0**            **Standard of Skill.** Consultant, and Consultant's staff, if any, is skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. Client relies upon the skill of the Consultant, and Consultant's staff, if any, to do and perform such work in a skillful manner, and Consultant agrees to thus perform Consultant's work. The acceptance of Consultant's work by the Client shall not operate as a release of the Consultant from such standard of care and workmanship.

**5.0**            **Independent Contractor.** Consultant is retained and employed by Client only to the extent set forth in this Agreement, and the Consultant's relationship to the Client is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the Client in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for Client's officers or employees.

**6.0**            **Indemnification.** Consultant shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out

of the acts or omissions of the Consultant, its agents, employees, or subcontractors.

Consultant shall defend, indemnify and hold harmless the Client and its officers, agents, and employees, against any claim for personal injury, property damage, or wrongful death arising out of or as the result of any work by Consultant or the employees, agents, or subcontractors of the Consultant, in the performance of this Agreement.

**7.0 Termination of Agreement.** Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party thirty (30) days notice in writing. This Agreement may be extended beyond the term only by the written agreement of both parties prior to the expiration of the term of the Agreement.

**8.0 Safety Requirement.** All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The Client reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, shall immediately be reported to the Client.

**9.0 Insurance.** Consultant shall maintain the following insurance coverage throughout the term of this Agreement, and upon request Consultant shall show Client evidence of such coverage:

**9.1 Automobile Insurance.** If Consultant uses, or intends to use, a personal automobile in the performance of this Agreement, automobile liability insurance with limits of not less than \$100,000.00 per person and \$300,000.00 per accident for bodily injury and not less than \$25,000.00 per accident for property damage.

Waiver Approved:

\_\_\_\_\_   
 City Attorney or designee

\_\_\_\_\_   
 Management Services Director or designee

**9.2 Workers' Compensation Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance on any employees of Consultant performing services under this Agreement. **This insurance cannot be waived, but does not apply if Consultant is a sole proprietor and provides a written statement to that effect.**

**9.3 General Liability and Property Damage Insurance.** Unless expressly waived and such waiver is evidenced by the signature of the requisite officers of the client designated in this paragraph, Consultant shall maintain general liability insurance and property damage insurance in the amount of \$1,000,000.00 combined single limit. When this coverage is required, the Client shall be named as an additional insured on a separate endorsement to the insurance policy. The endorsement shall require the insurance company to provide Client a minimum of ten (10) days notice of the cancellation of the policy.

Waiver Approved:

\_\_\_\_\_   
City Attorney or designee

\_\_\_\_\_   
Management Services Director or designee

**9.4 Errors and Omissions Insurance.** Errors and Omissions Insurance which includes coverage for professional malpractice, in the amount of \$1,000,000.00. The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy for a minimum period of three (3) years.

Waiver Approved:

\_\_\_\_\_   
City Attorney or designee

\_\_\_\_\_   
Management Services Director or designee

**10.0 Miscellaneous Insurance Requirements.**

**10.1 Recovery from Consultant's Insurance.** Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Consultant shall look solely to its insurance for recovery.

**10.2 Failure to Secure.** If Consultant at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the Client shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

**10.3 Additional Insured.** The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as an additional insured and an additional insured named under this Agreement shall not be held liable for any premium or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute toward any loss or expense covered by the insurance provided by this policy. Proceeds from any policy or policies shall be payable to the Client primarily, and to the Consultant secondarily, if necessary.

**10.4 Evidence of Insurance.** If requested by Client, Consultant shall furnish Certificates of Insurance evidencing the required coverages or the original of the insurance policies for review by the Client or the Designated Official.

**11.0 Work Product.**

**11.1 Deliverables.** Consultant shall deliver to the Client the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work, submit to the Client all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the Client may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by Client and upon completion or termination of this Agreement, deliver to the Client all material furnished to Consultant by the Client.

**11.2 Ownership.** Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the Client.

**11.3 Confidentiality..** Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the Client or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the Designated Official during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

**11.4 Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Client or the Designated Official. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or his designees at all proper times to such books and records, and gives the Designated Official or his designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

**12.0**            **Assignment.** This Agreement is personal to the Consultant. Any attempt at assignment by the Consultant shall be void unless approved in writing by the Designated Official. Consultant's services pursuant to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Client, by and through the Designated Official.

**13.0**            **Miscellaneous Terms.**

**13.1**            **Nuisance.** Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

**13.2**            **Permits and Licenses.** Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**13.3**            **Conflict of Interest.** Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of interest laws.

**13.4**            **Waiver.** A waiver by the Client of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

**13.5**            **Notices.** Any notice required by this Agreement to be given in writing to the persons, at the addresses specified on the first page of this Agreement. Either party may change the specified person or address at which it is to receive notices by so advising the other party in writing.

**13.6**            **Mediation.** The parties agree to submit all claims, disputes or other matters in question between the parties arising out of or relating to this Agreement or breach thereof to mediation prior to the institution of any litigation.

**13.7**            **Cost of Litigation.** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

**13.8**            **Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

**13.9 Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

**13.10 Integrated Contract.** This Agreement represents the entire Agreement between the Client and the Consultant. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any exhibit and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

In recognition of the obligations stated in this Agreement, the parties have executed this Agreement on the date indicated above.

"CONSULTANT"

"CLIENT"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

PETER J. HARDASH  
Name (please print)

Betsy Dolan  
Name (please print)

Vice Chancellor Business Operations/  
Fiscal Services  
Title

Interim Management Services Director  
Title

ATTEST:  
Office of the City Clerk

Approved as to Form  
Office of the City Attorney

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

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

Zizette Mullins  
Name (please print)

Terry Stevenson  
Name (please print)

City Clerk  
Title

Senior Assistant City Attorney  
Title

## EXHIBIT A

### SCOPE OF SERVICES

The Instructor, as an independent contractor, agrees to perform during the term of this Agreement, a Wellness Class for the City of Burbank Fire/Police Departments on behalf of the Management Services Department. The estimated number of students that will participate in the class will be approximately 300. The Wellness Class will begin in July 2013 and be completed in June 2014. The class will include the following:

The Fitness Assessment will include a 12-lead ECG, graded exercise test, blood pressure, pulmonary function, body composition assessment, and various strength and flexibility tests. This is a fitness evaluation not a medical assessment a doctor does not evaluate the results. Students are encouraged to take their individualized fitness profile to their doctor for review.

Individualized Fitness Assessment Results Profile will be provided to each participant.

A minimum of 4 lectures/workshops on health, fitness, and nutrition topic will be given during the duration of the Wellness Class. Classes will be repeated two times for each shift for a total of 6 lectures/workshops to cover each topic.

Students enrolled in the Wellness Class also have access to registered dieticians, exercise physiologists, and athletic trainers throughout the year. Individual and small group sessions will be arranged throughout the class (July 2013 through June 2014) upon request. There will be no additional costs for this service.

The Management Services Department's Assistant Management Services Director-Risk Management & Safety will receive an aggregate report showing the Fire & Police Department's average fitness scores in the following areas: Cardiovascular fitness, muscular fitness, body composition, and coronary risk.

**EXHIBIT B**

**SCHEDULE OF COMPENSATION**

**Fee/Terms**

- **\$104.00 per person (\$92.00 registration fee + \$12.00 material fee) for California Resident and 553.00 per person for non-Residents.**

**TOTAL AMOUNT NOT TO EXCEED \$29,120.00**

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

To: Board of Trustees	Date: August 29, 2013
Re: Approval of Nursing Program Agreement – Oasis Senior Center	
Action: Request for Approval	

**BACKGROUND**

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with Oasis Senior Center, Newport Beach, will yield appropriate clinical rotation activities for the programs.

**ANALYSIS**

The clinical affiliation agreement covers the scope of programs' operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed and approved by RSCCD Risk Management and college staff. The agreement carries no costs or other financial arrangements and is in effect for one year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement renewal with Oasis Senior Center.

Fiscal Impact: None	Board Date: August 19, 2013
Prepared by: Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (the "Agreement") is made and entered into between the **Rancho Santiago Community College District**, a public educational agency ("District") located in Santa Ana, California, and The City of Newport Beach, a California Municipal Corporation and Charter City, on behalf **Oasis Senior Center** ("City" or "Facility") located in Newport Beach, California.

WHEREAS, District and 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, Facility operates a Senior Center meeting needs of seniors and families;

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

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

WHEREAS, District and 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;

"Facility" shall refer to the City of Newport Beach, Oasis Senior Center, the Newport Beach City Council and each of their officers, directors, employees, agents, representatives, successors, and assigns;

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

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

### TERMS

1. Clinical Experience Rotation. 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 Facility on or before student placement. 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. District's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.
4. Applicable Procedure: Acceptance. College agrees to provide 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, medical condition, and/or any other impermissible basis under law. The Rancho Santiago Community College District complies

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

6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The Rotation schedule shall be determined by College and 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. Facility and College shall provide an orientation for assigned students and faculty participating in each Rotation.
9. Compliance with Facility Rules. Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Facility to each student participating in a Rotation, and student shall comply with these rules.
10. Confidentiality of Records. Students and faculty understand and agree that Facility's files are confidential.
11. Clinical Coordinator (College). College agrees to designate a coordinator for each Program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
12. Facility Advisor (Facility). Facility agrees to designate an advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision and direction of students while on site at Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Facility, except in accordance with all applicable laws, rules, regulations, policies and procedures. District recognizes the clients' rights to refuse care provided by a student at Facility.

14. Removal of Students. Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Facility shall do so promptly and without protest. Facility shall also have the right, at any time, to request College to remove a student permanently from the Rotation. Except as otherwise proved under any approachable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
15. Client Contact. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct client contact or operations at Facility. Facility shall maintain sole responsibility and accountability for client contact and shall provide adequate staffing in number and competency to ensure safe contact during the term of this Agreement.
16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Facility Advisor (Facility), Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the Rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Facility regarding the performance of any student during the Rotation. College shall keep records on the progress and evaluation of each student's 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 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 Program.
19. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between 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 client or from any other source fees for services provided to clients by said student.

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

20. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Facility, nor shall any student be entitled

to any right, compensation, or other benefits normally afforded to employees of Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.

21. Insurance Carried by the District. District shall ensure that all students and instructors maintain professional liability insurance coverage (either independently or as an additional insured on District's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to City at least thirty (30) days in advance of any material modification or cancellation of such coverage. The City, its officers, agents, employees and volunteers are to be included as additional insureds under the General Liability insurance with respect to liability arising out of work or operations performed by or on behalf of the District. For any claims related to this Agreement, the District's insurance shall be primary and shall not contribute with any insurance or self-insurance maintained by the City.
22. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at Facility pursuant to this Agreement at all times during the course of this Agreement. Workers' Compensation coverage shall include a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.
23. District shall provide certificates evidencing all coverage referred to in this section including naming the City of Newport Beach as additionally insured within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date when any new student or instructor commences participation in the Program(s). These coverages are in effect while the student is on-site at Facility.
24. Insurance Carried by City. City shall secure and maintain commercial 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. City shall deliver certificate(s) of insurance under City's commercial 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. City shall provide District with thirty (30) days written notice prior to cancellation of said insurance. Upon request, District shall be provided a copy of said policy.

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

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

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

26. 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 according to District as appropriate.
27. Confidentiality of Student Record. Facility shall keep confidential and shall not disclose to any person or entity 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.
28. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Facility to offer the Rotation to College's students participating in the Program. If requested by Facility, College will provide 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.
29. Indemnification. The District agrees to defend, indemnify, and hold harmless the Facility, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
30. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.

31. 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.
  
32. Effective Date Termination. This Agreement shall become effective on August 20, 2013 and shall remain in effect until August 19, 2017, 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.
  
33. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

Mail to:

**To Facility:**

Oasis Senior Center  
 800 Marguerite Ave.  
 Corona Del Mar, CA 92625  
 Attn: Celeste Haug

**To College:**

Director of Nursing  
 Santa Ana College  
 1530 West 17<sup>th</sup> Street  
 Santa Ana, CA 92706

**With a copy to:**

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

34. 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.

[SIGNATURES ON NEXT PAGE]

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

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

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

Aaron C. Harp  
City Attorney

**ATTEST:**

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

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

Leilani I. Brown  
City Clerk

**CITY OF NEWPORT BEACH,  
a California municipal corporation**

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

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

Dave Kiff  
City Manager

**DISTRICT: Rancho Santiago  
Community College District**

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

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

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

[END OF SIGNATURES]

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

To: Board of Trustees	Date: August 19, 2013
Re: Approval of Nursing Program Agreement – Vanguard University	
Action: Request for Approval	

**BACKGROUND**

This is an affiliation agreement with Vanguard University, Costa Mesa, to be a provider of graduate education for students pursuing careers in nursing education. These students are in the Masters Program (MSN) and will be precepting with Santa Ana College Nursing Faculty in the classroom and clinical setting as part of their graduate education.

**ANALYSIS**

This agreement with Vanguard University allows for clinical training of graduate nurses and is important to Santa Ana College because these students may become interested in teaching at Santa Ana College upon graduation as a result of a positive training experience. The clinical affiliation agreement covers the scope of program operations as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college staff. The agreement carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement with Vanguard University.

Fiscal Impact: None	Board Date: August 19, 2013
Prepared by: Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## CLINICAL COMMUNITY HEALTH TRAINING AFFILIATION AGREEMENT

This Agreement is entered into between Vanguard University (“University”) and Santa Ana College (“Agency”) on August 21, 2013.

### RECITALS

**A.** University is an institution of higher learning offering a Master of Science in Nursing (MSN) program (the “Program”) to nurses who already have their Registered Nurse license. The Program requires management and education practicum experiences for its student nurses to graduate.

**B.** Agency operates educational training facilities that are suitable for the practicum training needs of the Program. Agency desires to support the Program to assist in training University’s MSN students.

**C.** University and Agency acknowledge a public obligation to contribute to nursing education for the benefit of the Program’s MSN students and to meet the community needs for nurse leaders and educators. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the practicum training portion of the Program at Agency’s facilities.

### AGREEMENT

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

#### **1. RESPONSIBILITIES AND PRIVILEGES OF UNIVERSITY**

**1.1. Academic Responsibility.** University shall develop, organize, and implement the Program’s curriculum under the direction of a qualified instructional staff.

**1.2. Number of Students, Dates, and Length of Clinical Training.** University shall designate and notify Agency of the student(s) who are to be assigned for a practicum experience at Agency in such numbers, dates, and length of clinical training as are mutually agreed upon between Agency and University.

**1.3. Documentation.** University shall maintain all attendance and academic records of nursing student(s) participating in the Program. University shall implement and maintain an evaluation process of the students’ progress at Agency throughout the practicum training assignment.

**1.4. Health Clearance.** University shall ensure that each student complies with Agency’s established requirements for yearly physical examinations and any necessary immunizations and TB tests.

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

**1.6. Confidentiality.** University shall instruct students regarding confidentiality of patient/student information in accordance with Agency's written notification and guidance. University shall instruct its MSN students to sign any further documentation necessary for Agency's compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), as it may be amended and interpreted from time to time.

**1.7. Agency Policies and Procedures.** University shall ensure that each MSN student is aware of all applicable Agency policies and procedures and shall require each MSN student to conform to all such Agency policies, procedures, regulations, standards for health, safety, cooperation, patient/student privacy, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Agency and University.

**1.8. Discipline.** University shall be responsible for counseling, controlling, and disciplining its MSN student nurses.

**1.9. Hold Harmless.** University shall indemnify, defend, save and hold Agency harmless against any losses, claims, legal claims, demands, or judgments against Agency arising out of any activities performed by University's MSN students or faculty pursuant to this agreement.

## **2. RESPONSIBILITIES AND PRIVILEGES OF AGENCY**

### **2.1. Implementation of Program.**

**2.1.1.** Agency shall cooperate with and assist in the planning and implementation of the Program at its facilities for the benefit of University's MSN students. Agency shall provide the cooperation and counsel of its staff in the conduct of the Program.

**2.1.2.** Agency staff may participate in the educational program upon request of University. They may serve as resource persons, clinical experts, and/or preceptors. They also may assist in the planning and implementation of aspects of practicum experience. Such

participation shall be voluntary and shall not interfere with assigned Agency duties.

**2.2. Instruction.** Agency shall provide opportunities for MSN students to have experiences in giving and observing services to patient/students, relevant to MSN students' course of educational/clinical training.

**2.3. Facilities and Parking.**

**2.3.1.** Agency shall provide access to its facilities as necessary to the development and maintenance of a sound educational experience for MSN students in the Program.

**2.3.2.** Agency shall arrange parking facilities for MSN students and instructors to the same extent as for Agency employees.

**2.3.3.** Upon request, Agency shall permit the University and any regulatory board for nursing or nursing education, designated by University, to make site visits to its facilities.

**2.4. Statement of Adequate Staffing.** Agency acknowledges that it has adequate staffing for patient/student safety and continuity of health care services. Agency shall not substitute MSN students participating in the Program for nursing staff/faculty necessary for reasonable staffing coverage.

**2.5. Documentation.** Agency agrees to make available to University and its nursing students a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that MSN students comply with such policies and rules.

**2.6. Authority.** Agency shall maintain at all times full authority over and responsibility for care of its patient/students and may intervene and/or redirect MSN students when appropriate or necessary.

**2.7. Removal of Students.** Agency shall have the absolute right to determine who will administer care to its patient/students. In the event that any MSN student, in the sole discretion of Agency, fails to perform satisfactorily, fails to follow Agency policies, procedures and regulations, or fails to meet Agency standards for health, safety, security, cooperation, patient/student privacy, or ethical behavior, Agency shall have the right to request that University withdraw the MSN student from the facility. University shall comply with Agency's request within five (5) days of receipt of written notice from Agency. Notwithstanding the foregoing, in the event of any emergency or if any MSN student represents a threat to patient/student safety or personnel, Agency may immediately exclude any MSN student from Agency until final resolution of the matter with University.

**2.8. Records.** It is understood and agreed that all records, other than MSN student evaluation records and information, shall remain the property of Agency.

**2.9. First Aid.** Agency shall be available to provide necessary emergency health care or first aid, within its capacity, to MSN students during clinical training. Except as herein provided, Agency shall have no obligation to furnish medical or surgical care to any MSN student.

**2.10. Hold Harmless.** Agency shall indemnify, defend, save and hold University harmless against any losses, claims, legal claims, demands or judgments against University arising out of any activities performed by Agency pursuant to this agreement.

### **3. STATUS OF STUDENT NURSES**

**3.1.** MSN students shall have the status of learners and shall not be considered to be Agency employees, nor shall they replace Agency staff/faculty. Education practicum experience will be conducted as a laboratory learning experience and is provided on an “extended campus” basis. There shall be no monetary obligation between Agency and University or its MSN students and instructors.

**3.2.** It is not the intention of University or Agency that any MSN student occupies the position of third party beneficiary of any obligations assumed by Agency or University pursuant to this Agreement.

**3.3.** MSN students are subject to the authority, policies, and regulations of the University. They are also subject, during clinical assignment, to applicable Agency regulations and must conform to the same standards as are set for Agency employees in matters relating to the welfare of patient/students and general Agency operations, including maintaining patient/student confidentiality.

### **4. GENERAL PROVISIONS**

**4.1. Non-Discrimination.** Both parties will fully comply with any and all applicable local, state, and federal anti-discrimination regulations, statutes and judicial decisions.

**4.2. Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**4.3. Entire Agreement; Amendment.** This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

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

**4.5. Severability.** Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action, or

otherwise shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

**4.6. Further Assurances.** Each Party shall cooperate with, and take such action as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

**4.7. Waiver.** No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

**4.8. Preparer Construction.** This Agreement is not to be construed in favor of or against either party on any basis, including responsibility for drafting. The language in this Agreement shall be construed in accordance with its fair meaning as if prepared by all the parties to the agreement.

**4.9. Attorney's Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.

**4.10. Counterparts and Right.** This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

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

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

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

**UNIVERSITY**  
Vanguard University  
55 Fair Drive  
Costa Mesa, CA 92626-9601  
Attn: Lettie Cowie  
VP of Business and Finance  
Attn: Director of Nursing

**AGENCY**  
Santa Ana College  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706  
Attn: Becky Miller  
Associate Dean of Health Sciences

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**UNIVERSITY:**

**AGENCY:**

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

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

Printed Name: Lettie Cowie

Printed Name: Peter J. Hardash

Title: VP of Business and Finance

Title: Vice Chancellor, Business Operations/  
Fiscal Services

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

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

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

To: Board of Trustees	Date: August 19, 2013
Re: Approval of Nursing Program Agreement – Walden University	
Action: Request for Approval	

**BACKGROUND**

This is an affiliation agreement with Walden University, Minneapolis, MN, to be a provider of under-graduate and post-graduate education for students pursuing careers in nursing education. These students are in the Bachelor's (BSN), Master's (MSN), and Doctorate of Nursing Practice (DNP) Programs and will be preceptoring with Santa Ana College Nursing Faculty in the classroom and clinical setting as part of their under-graduate and post-graduate education.

**ANALYSIS**

This agreement with Walden University allows for clinical training of graduate nurses and is important to Santa Ana College because these students may become interested in teaching at Santa Ana College upon graduation as a result of a positive training experience. The clinical affiliation agreement covers the scope of program operations as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college staff. The agreement carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement with Walden University.

Fiscal Impact: None	Board Date: August 19, 2013
Prepared by: Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**WALDEN UNIVERSITY**  
GRADUATE STUDENT FIELD EXPERIENCE  
FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into on this 24<sup>th</sup> day of July 2013, by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 900, Minneapolis, MN 55401 ("Walden") and Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 W. 17<sup>th</sup> Street, Santa Ana, CA 92706 (Field Site").

RECITALS

WHEREAS, Walden offers undergraduate and graduate programs in the field of nursing (the "Programs") and seeks to partner with field sites for educational field experiences for the students enrolled in any one of the following Programs (the "Students"):

- (a) Registered Nurse to Bachelor of Science in Nursing Program (BSN), accredited by the Commission on Collegiate Nursing Education (CCNE)
- (b) Master of Science in Nursing (MSN) with specializations in the following areas; Family Nurse Practitioner and Adult/Geriatric Nurse Practitioner, Informatics, Education and Leadership and Management, accredited by the Commission on Collegiate Nursing Education (CCNE)
- (c) Doctor of Nursing Practice Program (DNP);

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of the Walden Student.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on July 24, 2013 (the "Effective Date") and shall continue for a period of one (1) year. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement. The length of the Student(s) placement at the Field Site shall be agreed upon by the Parties prior to the Student(s) arrival at the Field Site.

**WALDEN UNIVERSITY**  
GRADUATE STUDENT FIELD EXPERIENCE  
FIELD SITE AFFILIATION AGREEMENT

II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the required prerequisite course of study as determined by Walden. The maximum number of students who will be accepted by the Field Site at any one time shall be determined by the Field Site.

B. The Field Site may suspend or terminate any Student from the Field Experience program provided that the Field Site first consults with Walden and provides specific reasons for the suspension or termination.

C. Walden agrees to comply with the Fields Site's policies, procedures and rules, if applicable.

D. Walden shall provide a Field Education Coordinator (the "Field Education Coordinator") who will act as a liaison between Walden and the Field Site. The Field Education Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

(1) Confirming any contact information for Student to the Field Site Program Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding the Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervisions requirements.

D. Walden maintains professional liability insurance with a single limit of no less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such insurance policies shall provide additional coverage to Walden's students. Walden shall provide the Field Site with proof of coverage upon request. Walden shall provide Workers' Compensation insurance coverage, if applicable, at its sole expense, to cover its employees and students while participating in the Field Site experience under this agreement in compliance with the statutory requirements of California law.

III. FIELD SITE RESPONSIBILITIES

**WALDEN UNIVERSITY**  
GRADUATE STUDENT FIELD EXPERIENCE  
FIELD SITE AFFILIATION AGREEMENT

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the “Field Site Program Coordinator”). The Field Site Program Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Student and Walden;

(2) Serving as a liaison between the Field Site and Walden; and

(3) Developing and administering an orientation program for Student which will familiarize the Student with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the clinical preceptor (the “Preceptor”) for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Preceptor. The Program requires supervision specifically by the Preceptor and may not be delegated. Preceptors are responsible for providing, as applicable to the Program, role modeling, direct patient supervision, professional interactions, and sharing expertise and experience. Preceptors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Preceptors shall provide instruction and clinical services in accordance with the appropriate nurse practice act and shall educate Students as to the requirements of the nurse practice act. The Preceptor shall work with the Nursing Instructor to review and evaluate the Students in the field experience program.

D. The Field Site shall provide learning experiences for the Student that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

E. Field Site shall provide Student with an orientation familiarizing student with all applicable State and Federal laws and regulations that pertain to practice at the Field Site, including those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

F. Field Site shall assure that the Student practices within the guidelines of any applicable professional ethics codes. Field Site shall provide resources to Student for exploring and resolving any ethical conflicts that may arise during field training.

G. The Preceptor shall complete, with the Nursing Instructor and Student, all written evaluations of the Student’s performance according to the timeline established by Walden. Evaluations will be submitted to the Field Education Coordinator.

**WALDEN UNIVERSITY**  
GRADUATE STUDENT FIELD EXPERIENCE  
FIELD SITE AFFILIATION AGREEMENT

H. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Program Coordinator or assigned Preceptor shall promptly notify the Field Education Coordinator of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

I. The Students are responsible for providing for their own medical care needs.

J. The Field Site shall ensure adequate workspace for the student and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program.

K. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

To the extent that the Field Site is an entity governed by and/or operated through any state or federal agency or is provided liability coverage through statutory or tort law, then the foregoing paragraph shall not apply and the Field Site shall provide a separate statement of coverage and attach it as an Exhibit A to this Agreement.

IV. STUDENT RESPONSIBILITIES

A. The Student shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the clinical experience.

B. The Student shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to Student by the Field Site during their orientation at the Field Site and shall abide by the requirements of the applicable nurse practice act.

C. The Student shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Student shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

**WALDEN UNIVERSITY**  
GRADUATE STUDENT FIELD EXPERIENCE  
FIELD SITE AFFILIATION AGREEMENT

E. Student shall be instructed that they are required to purchase and maintain a policy of health insurance, as well as a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Student shall provide the Field Site with proof of coverage upon request.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program and to the extent that access to Student's records are required by the Field Site in order to carry out the Field Experience Program.

B. HIPAA. The parties agree that:

(1) The Field Site is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations and official guidance promulgated thereunder (collectively, "HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (together referred to as the "HIPAA Privacy Regulations");

(2) to the extent that Student are participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Field Site.

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site's privacy policies adopted pursuant to the Regulations; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §164.105, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(3) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(4) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

**WALDEN UNIVERSITY**  
GRADUATE STUDENT FIELD EXPERIENCE  
FIELD SITE AFFILIATION AGREEMENT

C. The Field Site and Walden will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The parties agree that agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student's participation in the Field Experience Program and shall not as a result of Student's participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind. .

E. The Field Site and Walden agree that Student will have equal access to their respective programs and facilities without regard for race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status.

F. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

G. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

H. This Agreement shall be governed by the laws of the State of California.

I. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid).

J. Each party agrees to defend, indemnify and hold harmless the other, its parents, subsidiaries, directors, officers, agents and their employees from and against claims, losses, liability, expenses, judgments or settlements arising from injury to person or property, including death arising from any negligent acts or omissions of the respective party and/or its employees or agents arising out of the performance or the terms and conditions of this Agreement.

K. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. Obligations pursuant to Article K shall survive termination or expiration of this Agreement.

**WALDEN UNIVERSITY**  
GRADUATE STUDENT FIELD EXPERIENCE  
FIELD SITE AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

**ACCEPTED AND ACKNOWLEDGED**

**WALDEN UNIVERSITY, LLC**

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

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

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

Name: Andrea Lindell, PhD, RN, ANEF

Name: Peter J. Hardash

Title: Associate Dean

Title: Vice Chancellor, Business Operations/  
Fiscal Services

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

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

**WALDEN UNIVERSITY**  
GRADUATE STUDENT FIELD EXPERIENCE  
FIELD SITE AFFILIATION AGREEMENT

**EXHIBIT A**

**[Alternative Liability Coverage to be provided by Field Site, if applicable]**

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Agreement with the Sheraton Cerritos for the Los Angeles/Orange County Regional Consortia Monthly Meetings, September-December 2013	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Through the LAOCRC grant, RSCCD/SCC will convene monthly meetings for community college workforce development professionals to align programs and curriculum to the needs of business and industry. The monthly meetings will be held in Cerritos, a central location for both Los Angeles and Orange County participants.

The contract binds RSCCD to \$1,500 minimum in food and beverage for three months (\$4,500 total). The actual cost will be based on the final attendee numbers each month. We expect approximately 50 participants each month, costing \$4,000-\$5,000 monthly, including room rental, food and beverage, and audio-visual. The cost will be charged to the LAOCRC grant budget.

**RECOMMENDATION**

It is recommended that the Board approve the agreement with the Sheraton Cerritos for the Los Angeles/Orange County Regional Consortia monthly meetings, September-December 2013.

Fiscal Impact: \$4,500 minimum food & beverage.	Board Date: August 19, 2013
The final fiscal impact to the college is contingent upon the number of confirmed attendees each month. The cost will be charged to the LAOCRC grant budget.	
Prepared by: Aracely Mora, Ed.D, Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education Kari Irwin, Director, Business and Career Technical Education	
Submitted by: Juan A. Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

  
**Sheraton Cerritos**  
 H O T E L  
 TOWNE CENTER  
 Sheraton Cerritos Hotel

**GROUP SALES AGREEMENT**

This Agreement is made and entered into as of July 1, 2013, by and between **Interstate Management Company, LLC**, as agent for **Sunstone Court Lessee, Inc, dba Sheraton Cerritos Hotel** (hereinafter referred to as "Hotel") and **Rancho Santiago Community College District** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by **Rancho Santiago Community College District** below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

**SECTION ONE: DESCRIPTION OF THE EVENT**

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

**SECTION TWO: MEETING ROOM/BALLROOM AND CATERING SERVICES**

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

<b>Date</b>	<b>Start Time</b>	<b>End Time</b>	<b>Function</b>	<b>Setup</b>	<b>Agr</b>
Thu, Sep 19, 2013	8:30 AM	9:15 AM	Cont. Breakfast	Existing	50
	9:00 AM	12:00 PM	Meeting	Classroom	50
	12:00 PM	1:00 PM	Lunch	Rounds	50

- ❖ Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.
  - ❖ If Group requests a specific meeting room that is already booked, Group shall be granted [first] option to occupy the specified room if the group currently occupying the room cancels its agreement. Hotel shall inform Group via telephone that the room is open. Group must respond within five (5) business days or Hotel will be entitled to book another event in the specified room.
  - ❖ Group requests the following set-up of chairs/tables, etc. for the meeting room: as outlined above
  - ❖ Changes or additions made to room set up on day of event will be subject to a minimum labor fee of \$250.00 plus service charge and sales tax. Final cost will be determined by the banquet manager after reviewing the final specifications.
  - ❖ **CHARGES:** The above space will be available at the rate of \$250.00 per day/breakout as needed. Group has until 30 days prior to each meeting arrival to confirm breakout rooms may release up to 1 (one) breakout room without penalty. Meeting room rental is subject to all applicable local and state taxes. If Group modifies the room block or food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly.
- 2.2 **CATERING SERVICES:** A minimum of \$1,500.00 in food and beverage must be spent at each Group's function (the "F&B Revenues") as listed above. These F&B Revenues do not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full F&B Revenues, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the F&B Revenues.
- 2.3 **FOOD & BEVERAGE POLICY**
- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
  - ❖ Menu prices will be confirmed 2 months prior to scheduled function.
  - ❖ Food and beverage prices are subject to a 22% service charge and applicable taxes, subject to change without notice.

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

**SECTION THREE: BILLING/CREDIT PROCEDURES**

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

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_ Signature: \_\_\_\_\_

- ❖ **DIRECT BILL PENDING:** To update our accounting files, complete the enclosed credit application, in full. Direct billing will be established based on updated information.

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

<b>Date</b>	<b>Deposit Due</b>
Upon return of signed contract to Hotel Monday July 29, 2013	Credit Card Authorization on File. To Guarantee Event
90 Days Prior to event	(25% of estimated charges)
45 Days Prior to event	(50% of estimated charges)
Fourteen Days (14) Business Days prior to Event	(Final Estimated Balance)

**SECTION FOUR: CANCELLATION/MODIFICATION**

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

revenue received from the food and beverage services Group may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges (the "Total Anticipated Revenues").

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

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

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

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

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

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

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

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

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

#### **SECTION FIVE: MISCELLANEOUS**

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

Page 3 of 7

Reviewed and Approved By: \_\_\_\_\_  
Rancho Santiago Community College District

Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: 12725 Center Court Drive, Cerritos, CA 90703 Attn: Laura Soto. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

**SECTION SIX: GENERAL PROVISIONS**

- 6.1 **DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.
- 6.2 **GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.
- 6.3 **INSURANCE:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 6.4 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 6.5 **DISPUTE RESOLUTION:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.
- To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.**
- 6.6 **ENTIRE AGREEMENT:** This Agreement and any exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 6.7 **MISCELLANEOUS:** The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 6.8 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.
- 6.9 **PAYMENT:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. Any remaining balance is to be made in cash, by credit card, certified or bank check, at least seven (7) business days prior to Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.
- 6.10 **COMPLIANCE WITH LAWS:** Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event.

Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

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

**SECTION SEVEN: ACCEPTANCE OF CONTRACT**

If a signed original of this Agreement has not been received by the Hotel prior to **Monday, July 29, 2013**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **Monday, July 29, 2013**, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) business days, Hotel will have the right to contract with another party without any further notice to Group.

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

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

**LAORC Regional Consortium** 

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: Laura Soto

Name: Peter Hardash

Title: Sales Manager

Title: Vice Chancellor of Business Operations and Fiscal

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

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

**DIRECTOR OF CATERING:** \_\_\_\_\_ Initial

**STARWOOD PREFERRED PLANNER POINTS**

**CLIENT ACCEPTED POINTS:**

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

Member Name or Charity Organization	Starwood Preferred Guest Membership Number



**Sheraton Cerritos**

HOTEL  
TOWNE CENTER

**Credit Card Payment Authorization Form**

Please complete all areas below. Incomplete requests may be rejected. This form must be received at least 5 days prior to Check-In or by specified date in Event Contract, to ensure acceptance of the credit card to be charged.

**DO NOT EMAIL THIS FORM - FAX FORM TO: (562) 403-2081 ATTN: Laura Soto**

**HOTEL USE ONLY**

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

Guest / Group Name:	LAORC Regional Consortium	
Check-In / Event Date:	Thursday, 7-18-2013	Confirmation / Event Number:
Name of Person Making Reservation:	Kari Irwin	Phone:
Authorized Amount:	Approval Code:	Date:

**CARDHOLDER - Please complete the following section and sign/date below.**

Cardholder Name as it Appears on Credit Card:		
Credit Card Billing Address:		
City:	State:	Zip:
Daytime Phone:	Evening Phone:	
Credit Card Number:	Expiration Date:	
Credit Card Type: (Circle one)		
<input type="checkbox"/> Visa/MasterCard <input type="checkbox"/> Amex <input type="checkbox"/> Diners Club <input type="checkbox"/> Discover <input type="checkbox"/> JCB		
Credit Card Issuing Bank Name:	Bank Phone Number (from back of your credit card):	
I agree to cover the following categories of charges: (Please circle)		All
Charges	Room & Tax	Food & Beverage
		Retail
		Recreation
I agree to cover the above categories of charges up to a Maximum Amount of \$ _____		

**Note: Charges for room/tax or group deposits will be charged to your credit card immediately. Any incidental charges circled above will be charged at the time of check-out.**

**Hotel Use Only** – Deposit to be immediately charged for room/tax or group event: \$ \_\_\_\_\_

By signing below, you authorize the hotel to charge your credit card up to the "Maximum Amount" indicated above. You further acknowledge that all guest/group related charges (less Deposit) will be charged to the above credit card at the time of check-out or event conclusion.

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

To: Board of Trustees	Date: August 19, 2013
Re: Approval of Amended Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Fiscal Impact	
Action: Request for Approval	

**BACKGROUND**

This request represents a modification to the Master Cost Agreement approved at the June 17, 2013, RSCCD Board meeting between the Santiago Canyon College Apprenticeship program, and the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee, SCC 13-007.

**ANALYSIS**

This modification represents an increase in the amount received by Santiago Canyon College due to a remaining balance at the end of the year as a result of training trusts not offering classes. Consequently, the funds are reallocated to those trusts who submitted positive attendance hours beyond what was budgeted for the year. The change is reflected in the amount received by RSCCD-SCC and the amount *not to exceed*, payable to the training trusts.

Agreement Board approved June 17, 2013	To RSCCD-SCC	Amended to RSCCD-SCC	Not Exceed	Amended Not to Exceed
Southwest Carpenters Training Fund and Southern California Carpenters JATC	\$107,000	125,100	\$610,000	\$715,000

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement amended in the chart above for 2013-2014, as presented.

Fiscal Impact: Approximately, \$125,100 to RSCCD-SCC. Board Date: August 19, 2013 RSCCD-SCC shall pay the above listed Apprenticeship Training Trusts a total amount equal to the Amended Not To Exceed Total in the above table. The amount shall not exceed \$715,000.
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education
Submitted by: Juan A. Vázquez, President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**AND**

**SOUTHWEST CARPENTERS TRAINING FUND**

**AND**

**SOUTHERN CALIFORNIA CARPENTRY JOINT  
APPRENTICESHIP AND TRAINING COMMITTEE**

This Agreement, made and entered into this 1st day of July, 2013, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD and SOUTHWEST CARPENTERS TRAINING FUND hereinafter referred to as FUND and SOUTHERN CALIFORNIA CARPENTRY JOINT APPRENTICESHIP AND TRAINING COMMITTEE hereinafter referred to as SCCJATC:

**WITNESSETH:**

It is the intent of RSCCD and FUND/SCCJATC to enter into an agreement whereby RSCCD will reimburse the FUND/SCCJATC for instructional materials and curriculum development used by and for RSCCD indentured carpenter apprentices.

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice carpenter in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, FUND/SCCJATC is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

Whereas, RSCCD and FUND/SCCJATC desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal

opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

#### ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice and journeyman carpenters duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and SCCJATC'S Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the FUND/SCCJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by FUND/SCCJATC.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

#### ARTICLE III - RESPONSIBILITIES OF FUND/SCCJATC

##### A. Instruction and Curriculum

1. FUND/SCCJATC shall provide instructor manuals and other teaching aids necessary to instruct the classes.
2. FUND/SCCJATC shall monitor the students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.

3. FUND/SCCJATC shall provide clerical support to maintain training records.
4. FUND/SCCJATC instructors will meet the minimum qualifications for instruction as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college-credit apprenticeship courses.
5. FUND/SCCJATC shall provide funds for and administer one (1) instructor workshop annually.

**B. Facilities, Equipment and Supplies**

1. FUND/SCCJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCCJATC will be responsible for the maintenance of these facilities.
2. FUND/SCCJATC shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. FUND/SCCJATC shall provide instructional supplies and materials.
4. RSCCD utilizes the following real property, 2831 W. First Street, Santa Ana, CA 92703, costs of which are included in this Master Cost Agreement.

**ARTICLE IV - GENERAL PROVISIONS**

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2013) and will continue until the end of the fiscal year (June 30, 2014), unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by FUND/SCCJATC and performing services for FUND/SCCJATC shall be solely employees of FUND/SCCJATC and not employees of RSCCD. FUND/SCCJATC shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay FUND/SCCJATC an amount equal to eighty-five percent (85%) of the amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, 533 S. Fremont Ave., Suite 401, Los Angeles, California 90071-1706, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all

responsibility for the submission and accuracy of positive hours of attendance to the State of California.

- D. 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 sent by U.S. certified mail, postage pre-paid with return receipt requested. 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. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College:            Santiago Canyon College  
                                 Business & Career Technical Education Office  
                                 8045 E. Chapman Avenue  
                                 Orange, CA 92869

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

To FUND:                Southwest Carpenters Training Fund  
                                 533 S. Fremont Ave., Suite 401  
                                 Los Angeles, CA 90071-1706

To SCCJATC:          Southern California Carpentry Joint Apprenticeship and  
                                 Training Committee  
                                 533 S. Fremont Ave., Suite 401  
                                 Los Angeles, CA 90071-1706

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

- G. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - 1. Emergency conditions resulting from acts of God.
  - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide SCCJATC with records indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

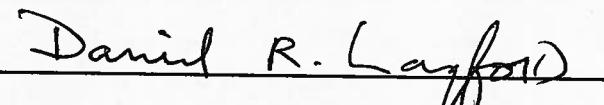
RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

  
Peter J. Hardash, Vice Chancellor  
Business Operations/Fiscal Affairs

Approved by Governing Board:

Date: 6/19/13

SOUTHERN CALIFORNIA CARPENTRY JOINT  
APPRENTICESHIP AND TRAINING COMMITTEE

  
Date: 5/31/13

SOUTHWEST CARPENTERS TRAINING FUND

  
Edward Ripley  
Date: 5/3/2013

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To: Board of Trustees	Date: August 19, 2013
Re: Approval of Amended Southern California Surveyors Fiscal Impact	
Action: Request for Approval	

**BACKGROUND**

This request represents a modification to the Master Cost Agreement approved at the May 21, 2012, RSCCD Board meeting between the Santiago Canyon College Apprenticeship program, and the Southern California Surveyors 2012-2016 (SCC 12-006).

**ANALYSIS**

This modification represents an increase in the amount received by Santiago Canyon College due to a remaining balance at the end of the year as a result of training trusts not offering classes. Consequently, the funds are reallocated to those trusts who submitted positive attendance hours beyond what was budgeted for the year. The change is reflected in the amount received by RSCCD-SCC and the amount *not to exceed*, payable to the training trusts.

Agreement Board approved May 21, 2012	To RSCCD-SCC	Amended to RSCCD-SCC	Not Exceed	Amended Not to Exceed
Southern California Surveyors	\$2,700	\$4,200	\$20,000	\$29,000

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement amended in the chart above for 2013-2014, as presented.

Fiscal Impact: Approximately, \$4,200 to RSCCD-SCC. Board Date: August 19, 2013 RSCCD-SCC shall pay the above listed Apprenticeship Training Trusts a total amount equal to the Amended Not To Exceed Total in the above table. The amount shall not exceed \$29,000.
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education
Submitted by: Juan A. Vázquez, President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor

**MASTER SERVICE AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
SOUTHERN CALIFORNIA SURVEYORS**

This Agreement, made and entered into this 1st day of July, 2012, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD,  
and the SOUTHERN CALIFORNIA SURVEYORS, hereinafter referred to as SCS:

**WITNESSETH:**

It is the intent of RSCCD and SCS to enter into an agreement whereby RSCCD will reimburse the SCS for instructional materials and curriculum development used by and for RSCCD indentured surveyor apprentices.

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice surveyors in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, SCS is a "joint apprenticeship training committee" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and SCS desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons

with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

**ARTICLE II - RESPONSIBILITIES OF RSCCD**

1. RSCCD will conduct classes and related instruction for apprentice surveyors duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and SCS's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the SCS under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by SCS.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.
5. RSCCD is responsible for maintaining records on each clock hour of teaching time provided to apprentices enrolled in the program as specified herein. RSCCD shall prepare and submit such reports to the Chancellor's Office of California Community Colleges, as required for the purpose of calculating allowances for the program. The SCS shall assist RSCCD in the preparation and maintenance of reports on attendance and student achievement. Such reports shall be maintained for a period of three (3) years after the expiration of this Agreement.

## **ARTICLE III - RESPONSIBILITIES OF SCS**

### **A. Instruction, Supplies and Curriculum**

1. SCS shall provide instructor instructional supplies and materials, including but not limited to text and reference books and shall also provide the services of members of the SCS staff for the purpose of introducing the apprentices enrolled in the program to the functions of the SCS operations as they relate to the program. The cost of providing the specified instructional materials shall be included in the amount to be paid per clock hour of teaching time as set forth hereunder. No additional payments will be made by the RSCCD for instructional materials provided by the SCS.
2. SCS is responsible for the development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and in cooperation with the RSCCD, the selection and the training of teachers. SCS shall provide such coordinators as are required to implement and maintain the program as specified herein.
3. SCS shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and the State of California.
4. SCS shall provide clerical support to maintain training records.
5. SCS instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be instructors of record for RSCCD and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
6. SCS shall provide funds for and administer one (1) instructor workshop annually.
7. SCS shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

**B. Facilities, and Equipment**

1. SCS shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCS will be responsible for the maintenance of these facilities.
2. SCS shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.

**ARTICLE IV - GENERAL PROVISIONS**

1. This Master Service Agreement shall commence with the beginning of the fiscal year (July 1, 2012) and will continue until the end of the fiscal year (June 30, 2016). This agreement may be amended by mutual consent of the parties and may be terminated by either party provided that either party issues a written notification to the other party prior to May 1st, of the current agreement year. The cancellation will become effective on June 30<sup>th</sup> of the current agreement year.
2. All persons employed by SCS and performing services for their training committee shall be solely employees of SCS. SCS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay SCS an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Southern California Surveyors Joint Apprenticeship Committee, within sixty (60) days of receipt of positive attendance hours.
4. 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 sent by U.S. certified mail, postage pre-paid with return receipt requested. 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. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College:            Santiago Canyon College  
   Apprenticeship Office  
   8045 E. Chapman Avenue

Orange, CA 92869  
ATTN: Director

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

To SCS: Southern California Surveyors Joint Apprenticeship Committee  
9480 Utica Ave., #604  
Rancho Cucamonga, CA 91730  
ATTN: Administrator: Chuck Forbes

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance 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.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.

- b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide SCS with records indicating attendance, income and expenditure data.
  10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SOUTHERN CALIFORNIA SURVEYORS

  
\_\_\_\_\_  
Peter J. Hardash *cd*  
Vice Chancellor,  
Business Operations/Fiscal Affairs

  
\_\_\_\_\_  
Charles Forbes  
Administrator

Date: 5/24/12

Date: 4/30/12

Approved by Governing Board:

Date: 5/24/12

Check Registers Submitted for Approval  
Checks Written for Period 07/13/13 thru 08/09/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57212	General Fund Unrestricted	44,162.21	0.00	44,162.21	92*0357632	92*0357680
57213	General Fund Unrestricted	43,044.05	0.00	43,044.05	92*0357681	92*0357765
57214	General Fund Unrestricted	46,432.50	0.00	46,432.50	92*0357766	92*0357849
57215	General Fund Unrestricted	45,467.00	0.00	45,467.00	92*0357850	92*0357933
57216	General Fund Unrestricted	91,952.25	0.00	91,952.25	92*0357934	92*0358008
57229	General Fund Unrestricted	708.04	0.00	708.04	92*0358056	92*0358063
57230	General Fund Unrestricted	937.52	0.00	937.52	92*0358064	92*0358064
57231	General Fund Unrestricted	2,456.84	0.00	2,456.84	92*0358071	92*0358076
57232	General Fund Unrestricted	466.84	0.00	466.84	92*0358081	92*0358081
57236	General Fund Unrestricted	228.84	0.00	228.84	92*0358097	92*0358097
57237	General Fund Unrestricted	43,726.56	0.00	43,726.56	92*0358100	92*0358100
57238	General Fund Unrestricted	786.86	0.00	786.86	92*0358101	92*0358101
57239	General Fund Unrestricted	3,583.00	0.00	3,583.00	92*0358104	92*0358104
57240	General Fund Unrestricted	1,597.73	0.00	1,597.73	92*0358105	92*0358114
57241	General Fund Unrestricted	2,514.00	0.00	2,514.00	92*0358115	92*0358125
57242	General Fund Unrestricted	2,675.49	0.00	2,675.49	92*0358127	92*0358131
57244	General Fund Unrestricted	5,608.21	0.00	5,608.21	92*0358137	92*0358139
57245	General Fund Unrestricted	32.77	0.00	32.77	92*0358140	92*0358140
57251	General Fund Unrestricted	712.50	0.00	712.50	92*0358154	92*0358155
57252	General Fund Unrestricted	1,564.23	0.00	1,564.23	92*0358157	92*0358157
57254	General Fund Unrestricted	47,879.00	0.00	47,879.00	92*0358159	92*0358161
57255	General Fund Unrestricted	31,914.00	0.00	31,914.00	92*0358162	92*0358162
57256	General Fund Unrestricted	70.00	0.00	70.00	92*0358166	92*0358166
57257	General Fund Unrestricted	5,236.76	0.00	5,236.76	92*0358170	92*0358173
57258	General Fund Unrestricted	350.00	0.00	350.00	92*0358175	92*0358175
57260	General Fund Unrestricted	2,208.00	0.00	2,208.00	92*0358183	92*0358183
57261	General Fund Unrestricted	1,618.60	0.00	1,618.60	92*0358184	92*0358188
57262	General Fund Unrestricted	4,441.00	0.00	4,441.00	92*0358189	92*0358195
57263	General Fund Unrestricted	13,884.00	0.00	13,884.00	92*0358196	92*0358197
57265	General Fund Unrestricted	5,233.50	0.00	5,233.50	92*0358204	92*0358207
57268	General Fund Unrestricted	16,000.00	0.00	16,000.00	92*0358215	92*0358215
57269	General Fund Unrestricted	8,685.71	0.00	8,685.71	92*0358217	92*0358219
57270	General Fund Unrestricted	1,311.31	0.00	1,311.31	92*0358220	92*0358224
57271	General Fund Unrestricted	14,300.00	0.00	14,300.00	92*0358225	92*0358225
57275	General Fund Unrestricted	651.17	0.00	651.17	92*0358229	92*0358231
57278	General Fund Unrestricted	9,196.81	0.00	9,196.81	92*0358241	92*0358243
57279	General Fund Unrestricted	29,161.64	0.00	29,161.64	92*0358244	92*0358247
57281	General Fund Unrestricted	263.33	0.00	263.33	92*0358252	92*0358253
57282	General Fund Unrestricted	3,500.00	0.00	3,500.00	92*0358256	92*0358259
57283	General Fund Unrestricted	21.50	0.00	21.50	92*0358263	92*0358263
57287	General Fund Unrestricted	360.00	0.00	360.00	92*0358272	92*0358272

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Check Registers Submitted for Approval  
 Checks Written for Period 07/13/13 thru 08/09/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57288	General Fund Unrestricted	2,145.00	0.00	2,145.00	92*0358275	92*0358277
57289	General Fund Unrestricted	37,458.22	0.00	37,458.22	92*0358280	92*0358280
57290	General Fund Unrestricted	8,007.20	0.00	8,007.20	92*0358282	92*0358295
57299	General Fund Unrestricted	3,228.00	0.00	3,228.00	92*0358317	92*0358318
57300	General Fund Unrestricted	968.54	0.00	968.54	92*0358322	92*0358326
57301	General Fund Unrestricted	8,780.13	0.00	8,780.13	92*0358327	92*0358330
57302	General Fund Unrestricted	1,145.21	0.00	1,145.21	92*0358332	92*0358338
57303	General Fund Unrestricted	241.00	0.00	241.00	92*0358344	92*0358344
57310	General Fund Unrestricted	2,581.62	0.00	2,581.62	92*0358363	92*0358363
57311	General Fund Unrestricted	2,932.78	0.00	2,932.78	92*0358364	92*0358364
57312	General Fund Unrestricted	1,353.00	0.00	1,353.00	92*0358366	92*0358369
57314	General Fund Unrestricted	1,961.51	0.00	1,961.51	92*0358377	92*0358386
57316	General Fund Unrestricted	672.73	0.00	672.73	92*0358391	92*0358392
57318	General Fund Unrestricted	6,970.16	0.00	6,970.16	92*0358404	92*0358408
57319	General Fund Unrestricted	25.50	0.00	25.50	92*0358410	92*0358410
57320	General Fund Unrestricted	3,652.10	0.00	3,652.10	92*0358412	92*0358421
57321	General Fund Unrestricted	5,525.00	0.00	5,525.00	92*0358422	92*0358431
57322	General Fund Unrestricted	1,621,363.08	0.00	1,621,363.08	92*0358432	92*0358433
57324	General Fund Unrestricted	99,295.85	0.00	99,295.85	92*0358437	92*0358439
57328	General Fund Unrestricted	25,338.00	0.00	25,338.00	92*0358449	92*0358452
57329	General Fund Unrestricted	284.72	0.00	284.72	92*0358454	92*0358454
57331	General Fund Unrestricted	88,526.29	0.00	88,526.29	92*0358461	92*0358462
57337	General Fund Unrestricted	10,638.42	0.00	10,638.42	92*0358478	92*0358479
57339	General Fund Unrestricted	9,237.81	0.00	9,237.81	92*0358481	92*0358486
57340	General Fund Unrestricted	70,731.50	0.00	70,731.50	92*0358487	92*0358489
57341	General Fund Unrestricted	4,421.50	0.00	4,421.50	92*0358490	92*0358499
57342	General Fund Unrestricted	47,731.14	0.00	47,731.14	92*0358500	92*0358500
57343	General Fund Unrestricted	124.56	0.00	124.56	92*0358504	92*0358505
57344	General Fund Unrestricted	21,590.81	0.00	21,590.81	92*0358509	92*0358511
57350	General Fund Unrestricted	319.00	0.00	319.00	92*0358527	92*0358527
57351	General Fund Unrestricted	1,639.00	0.00	1,639.00	92*0358528	92*0358537
57352	General Fund Unrestricted	2,354.47	0.00	2,354.47	92*0358538	92*0358545
57353	General Fund Unrestricted	5,019.85	0.00	5,019.85	92*0358546	92*0358548
57356	General Fund Unrestricted	4,515.56	0.00	4,515.56	92*0358553	92*0358556
57357	General Fund Unrestricted	50.00	0.00	50.00	92*0358557	92*0358557
57359	General Fund Unrestricted	13,541.63	0.00	13,541.63	92*0358561	92*0358561
57364	General Fund Unrestricted	1,558.70	0.00	1,558.70	92*0358716	92*0358719
57365	General Fund Unrestricted	10,100.00	0.00	10,100.00	92*0358720	92*0358722
57376	General Fund Unrestricted	494.24	0.00	494.24	92*0358937	92*0358940
57378	General Fund Unrestricted	14,284.49	0.00	14,284.49	92*0358942	92*0358944
57379	General Fund Unrestricted	2,360.20	0.00	2,360.20	92*0358945	92*0358948

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57380	General Fund Unrestricted	1,430.52	0.00	1,430.52	92*0358949	92*0358955
57381	General Fund Unrestricted	2,068.50	0.00	2,068.50	92*0358956	92*0358965
57382	General Fund Unrestricted	3,691.50	0.00	3,691.50	92*0358966	92*0358974
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u>\$2,685,302.81</u></b>	<b><u>\$0.00</u></b>	<b><u>\$2,685,302.81</u></b>		

Check Registers Submitted for Approval  
 Checks Written for Period 07/13/13 thru 08/09/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57228	General Fund Restricted	11,228.05	0.00	11,228.05	92*0358052	92*0358055
57229	General Fund Restricted	2,005.38	0.00	2,005.38	92*0358057	92*0358061
57230	General Fund Restricted	1,595.41	0.00	1,595.41	92*0358065	92*0358070
57231	General Fund Restricted	1,397.76	0.00	1,397.76	92*0358072	92*0358077
57232	General Fund Restricted	8,274.65	0.00	8,274.65	92*0358078	92*0358080
57236	General Fund Restricted	5,179.44	0.00	5,179.44	92*0358096	92*0358098
57238	General Fund Restricted	12,555.90	0.00	12,555.90	92*0358102	92*0358103
57242	General Fund Restricted	850.00	0.00	850.00	92*0358126	92*0358126
57245	General Fund Restricted	1,472.47	0.00	1,472.47	92*0358141	92*0358142
57251	General Fund Restricted	300.00	0.00	300.00	92*0358153	92*0358153
57252	General Fund Restricted	3,294.00	0.00	3,294.00	92*0358156	92*0358156
57256	General Fund Restricted	1,732.48	0.00	1,732.48	92*0358163	92*0358169
57257	General Fund Restricted	3,597.00	0.00	3,597.00	92*0358171	92*0358171
57258	General Fund Restricted	3,780.00	0.00	3,780.00	92*0358174	92*0358177
57259	General Fund Restricted	861.10	0.00	861.10	92*0358178	92*0358180
57260	General Fund Restricted	1,630.80	0.00	1,630.80	92*0358181	92*0358182
57267	General Fund Restricted	1,421.90	0.00	1,421.90	92*0358211	92*0358214
57281	General Fund Restricted	7,479.33	0.00	7,479.33	92*0358250	92*0358254
57282	General Fund Restricted	3,031.52	0.00	3,031.52	92*0358255	92*0358260
57283	General Fund Restricted	102.40	0.00	102.40	92*0358261	92*0358262
57287	General Fund Restricted	2,419.35	0.00	2,419.35	92*0358268	92*0358274
57289	General Fund Restricted	1.36	0.00	1.36	92*0358281	92*0358281
57294	General Fund Restricted	6,924.50	0.00	6,924.50	92*0358306	92*0358307
57299	General Fund Restricted	13,707.40	0.00	13,707.40	92*0358315	92*0358320
57300	General Fund Restricted	446.14	0.00	446.14	92*0358321	92*0358323
57301	General Fund Restricted	6,690.75	0.00	6,690.75	92*0358328	92*0358331
57302	General Fund Restricted	1,050.34	0.00	1,050.34	92*0358334	92*0358337
57303	General Fund Restricted	1,100.61	0.00	1,100.61	92*0358340	92*0358345
57307	General Fund Restricted	10,000.00	0.00	10,000.00	92*0358356	92*0358356
57312	General Fund Restricted	847.01	0.00	847.01	92*0358370	92*0358372
57313	General Fund Restricted	22,024.77	0.00	22,024.77	92*0358373	92*0358376
57314	General Fund Restricted	1,422.04	0.00	1,422.04	92*0358378	92*0358387
57316	General Fund Restricted	1,023.47	0.00	1,023.47	92*0358393	92*0358397
57317	General Fund Restricted	3,741.19	0.00	3,741.19	92*0358398	92*0358403
57318	General Fund Restricted	5,225.20	0.00	5,225.20	92*0358405	92*0358406
57319	General Fund Restricted	68.67	0.00	68.67	92*0358409	92*0358411
57326	General Fund Restricted	12,246.79	0.00	12,246.79	92*0358441	92*0358442
57329	General Fund Restricted	3,353.61	0.00	3,353.61	92*0358453	92*0358456
57330	General Fund Restricted	1,220.00	0.00	1,220.00	92*0358458	92*0358459
57335	General Fund Restricted	66,373.00	0.00	66,373.00	92*0358474	92*0358475
57343	General Fund Restricted	2,572.27	0.00	2,572.27	92*0358501	92*0358508

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57345	General Fund Restricted	2,875.42	0.00	2,875.42	92*0358512	92*0358515
57352	General Fund Restricted	466.00	0.00	466.00	92*0358539	92*0358539
57354	General Fund Restricted	2,143.31	0.00	2,143.31	92*0358549	92*0358550
57357	General Fund Restricted	674.43	0.00	674.43	92*0358558	92*0358559
57358	General Fund Restricted	3,000.00	0.00	3,000.00	92*0358560	92*0358560
57365	General Fund Restricted	6,800.00	0.00	6,800.00	92*0358721	92*0358723
57366	General Fund Restricted	6,793.00	0.00	6,793.00	92*0358724	92*0358724
57367	General Fund Restricted	6,522.61	0.00	6,522.61	92*0358725	92*0358730
57376	General Fund Restricted	421.04	0.00	421.04	92*0358936	92*0358939
<b>Total Fund 12 General Fund Restricted</b>		<b><u>\$263,943.87</u></b>	<b><u>\$0.00</u></b>	<b><u>\$263,943.87</u></b>		

Check Registers Submitted for Approval  
 Checks Written for Period 07/13/13 thru 08/09/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57228	GF Unrestricted One-Time Func	6,491.13	0.00	6,491.13	92*0358054	92*0358054
57237	GF Unrestricted One-Time Func	46,826.50	0.00	46,826.50	92*0358099	92*0358099
57243	GF Unrestricted One-Time Func	176.21	0.00	176.21	92*0358132	92*0358135
57244	GF Unrestricted One-Time Func	182.62	0.00	182.62	92*0358136	92*0358136
57246	GF Unrestricted One-Time Func	26,126.92	0.00	26,126.92	92*0358143	92*0358145
57247	GF Unrestricted One-Time Func	73,088.06	0.00	73,088.06	92*0358146	92*0358146
57253	GF Unrestricted One-Time Func	13,437.04	0.00	13,437.04	92*0358158	92*0358158
57263	GF Unrestricted One-Time Func	7,803.49	0.00	7,803.49	92*0358198	92*0358198
57267	GF Unrestricted One-Time Func	85.00	0.00	85.00	92*0358210	92*0358210
57269	GF Unrestricted One-Time Func	2,743.50	0.00	2,743.50	92*0358216	92*0358216
57276	GF Unrestricted One-Time Func	556.99	0.00	556.99	92*0358232	92*0358235
57277	GF Unrestricted One-Time Func	8,152.33	0.00	8,152.33	92*0358236	92*0358240
57288	GF Unrestricted One-Time Func	187.69	0.00	187.69	92*0358278	92*0358279
57298	GF Unrestricted One-Time Func	21,859.20	0.00	21,859.20	92*0358314	92*0358314
57302	GF Unrestricted One-Time Func	500.00	0.00	500.00	92*0358339	92*0358339
57311	GF Unrestricted One-Time Func	14,988.40	0.00	14,988.40	92*0358365	92*0358365
57327	GF Unrestricted One-Time Func	31,000.00	0.00	31,000.00	92*0358443	92*0358448
57330	GF Unrestricted One-Time Func	190.63	0.00	190.63	92*0358457	92*0358460
57346	GF Unrestricted One-Time Func	218,678.57	0.00	218,678.57	92*0358516	92*0358523
57347	GF Unrestricted One-Time Func	2,259.01	0.00	2,259.01	92*0358524	92*0358524
57356	GF Unrestricted One-Time Func	162.13	0.00	162.13	92*0358552	92*0358552
57368	GF Unrestricted One-Time Func	2,853.78	0.00	2,853.78	92*0358731	92*0358733
57369	GF Unrestricted One-Time Func	248,761.00	0.00	248,761.00	92*0358734	92*0358734
57377	GF Unrestricted One-Time Func	455.72	0.00	455.72	92*0358941	92*0358941
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b><u>\$727,565.92</u></b>	<b><u>\$0.00</u></b>	<b><u>\$727,565.92</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57233	Child Development Fund	1,817.32	0.00	1,817.32	92*0358082	92*0358093
57248	Child Development Fund	2,210.13	0.00	2,210.13	92*0358147	92*0358149
57264	Child Development Fund	1,993.39	0.00	1,993.39	92*0358199	92*0358203
57272	Child Development Fund	6,682.68	0.00	6,682.68	92*0358226	92*0358226
57284	Child Development Fund	379.12	0.00	379.12	92*0358264	92*0358265
57291	Child Development Fund	989.21	0.00	989.21	92*0358296	92*0358299
57304	Child Development Fund	777.75	0.00	777.75	92*0358346	92*0358349
57308	Child Development Fund	2,003.51	0.00	2,003.51	92*0358357	92*0358361
57315	Child Development Fund	2,634.11	0.00	2,634.11	92*0358388	92*0358390
57333	Child Development Fund	1,673.80	0.00	1,673.80	92*0358466	92*0358469
57338	Child Development Fund	1,047.95	0.00	1,047.95	92*0358480	92*0358480
57360	Child Development Fund	346.90	0.00	346.90	92*0358562	92*0358566
57370	Child Development Fund	4,275.35	0.00	4,275.35	92*0358735	92*0358739
<b>Total Fund 33 Child Development Fund</b>		<b><u>\$26,831.22</u></b>	<b><u>\$0.00</u></b>	<b><u>\$26,831.22</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57235	Capital Outlay Projects Fund	1,614.00	0.00	1,614.00	92*0358095	92*0358095
57250	Capital Outlay Projects Fund	81.27	0.00	81.27	92*0358152	92*0358152
57266	Capital Outlay Projects Fund	10,492.66	0.00	10,492.66	92*0358208	92*0358209
57280	Capital Outlay Projects Fund	4,492.61	0.00	4,492.61	92*0358248	92*0358249
57285	Capital Outlay Projects Fund	42,617.99	0.00	42,617.99	92*0358266	92*0358266
57306	Capital Outlay Projects Fund	13,811.61	0.00	13,811.61	92*0358351	92*0358355
57334	Capital Outlay Projects Fund	30,757.91	0.00	30,757.91	92*0358470	92*0358473
57355	Capital Outlay Projects Fund	52.42	0.00	52.42	92*0358551	92*0358551
<b>Total Fund 41 Capital Outlay Projects Fu</b>		<b><u>\$103,920.47</u></b>	<b><u>\$0.00</u></b>	<b><u>\$103,920.47</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57234	Bond Fund, Measure E	19,278.20	0.00	19,278.20	92*0358094	92*0358094
57249	Bond Fund, Measure E	755.67	0.00	755.67	92*0358150	92*0358151
57292	Bond Fund, Measure E	4,599.77	0.00	4,599.77	92*0358300	92*0358301
57293	Bond Fund, Measure E	85,149.47	0.00	85,149.47	92*0358302	92*0358305
57295	Bond Fund, Measure E	98,594.88	0.00	98,594.88	92*0358308	92*0358308
57296	Bond Fund, Measure E	102,146.30	0.00	102,146.30	92*0358309	92*0358309
57305	Bond Fund, Measure E	2,784.33	0.00	2,784.33	92*0358350	92*0358350
57309	Bond Fund, Measure E	14,278.00	0.00	14,278.00	92*0358362	92*0358362
57323	Bond Fund, Measure E	47,072.62	0.00	47,072.62	92*0358434	92*0358436
57325	Bond Fund, Measure E	22,862.49	0.00	22,862.49	92*0358440	92*0358440
57332	Bond Fund, Measure E	3,632.00	0.00	3,632.00	92*0358463	92*0358465
57348	Bond Fund, Measure E	3,000.00	0.00	3,000.00	92*0358525	92*0358525
57349	Bond Fund, Measure E	31,548.29	0.00	31,548.29	92*0358526	92*0358526
57371	Bond Fund, Measure E	1,800.00	0.00	1,800.00	92*0358740	92*0358740
57372	Bond Fund, Measure E	27,365.60	0.00	27,365.60	92*0358741	92*0358742
<b>Total Fund 42 Bond Fund, Measure E</b>		<b><u>\$464,867.62</u></b>	<b><u>\$0.00</u></b>	<b><u>\$464,867.62</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57274	Property and Liability Fund	25,664.51	0.00	25,664.51	92*0358228	92*0358228
57297	Property and Liability Fund	28,688.20	0.00	28,688.20	92*0358310	92*0358313
57336	Property and Liability Fund	116,157.00	0.00	116,157.00	92*0358476	92*0358477
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>\$170,509.71</u></b>	<b><u>\$0.00</u></b>	<b><u>\$170,509.71</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57273	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0358227	92*0358227
<b>Total Fund 62 Workers' Compensation Fu</b>		<b><u>1,837.50</u></b>	<b><u>0.00</u></b>	<b><u>1,837.50</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57286	Student Financial Aid Fund	184.62	0.00	184.62	92*0358267	92*0358267
57361	Student Financial Aid Fund	52.00	0.00	52.00	92*0358567	92*0358567
<b>Total Fund 74 Student Financial Aid Fund</b>		<u><u>\$236.62</u></u>	<u><u>\$0.00</u></u>	<u><u>\$236.62</u></u>		

**SUMMARY**

Total Fund 11 General Fund Unrestricted	2,685,302.81
Total Fund 12 General Fund Restricted	263,943.87
Total Fund 13 GF Unrestricted One-Time Fund	727,565.92
Total Fund 33 Child Development Fund	26,831.22
Total Fund 41 Capital Outlay Projects Fund	103,920.47
Total Fund 42 Bond Fund, Measure E	464,867.62
Total Fund 61 Property and Liability Fund	170,509.71
Total Fund 62 Workers' Compensation Fund	1,837.50
Total Fund 74 Student Financial Aid Fund	236.62
Grand Total:	<u><u>\$4,445,015.74</u></u>

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

To:	Board of Trustees	Date:	August 19, 2013
Re:	Approval of Amendment #1 to Classroom Lease – 2000 Chapman Inc.		
Action:	Request for Approval		

**BACKGROUND**

ESL classes previously offered at the Orange Education Center are being temporarily relocated to a leased off-site location. A suitable location was found at 1937 W. Chapman Avenue in the City of Orange, owned by 2000 Chapman Inc. On January 14, 2013, the Board of Trustees approved the lease of a portion of the 1937 W. Chapman Avenue facility from 2000 Chapman, Inc.

**ANALYSIS**

The original lease includes approximately 8,330 square feet of classroom and office space. Additional space at the 1937 W. Chapman Avenue facility has become available for lease by the district. Approximately 4,583 square feet of additional space for classrooms and offices will be added to the current 8,330 square feet of space for a combined total of 12,913 square feet effective October 1, 2013 through January 31, 2016 as specified on attached proposal and lease amendment.

Fifty parking spaces on the premises are provided for the combined space with additional parking available to the east of the premises at the old Adrays store location. Per the property owner's request, electrical utility costs will be separately metered; the district is responsible for the monthly electricity costs in addition to the monthly lease. No tenant improvements are necessary on the additional leased space.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve Amendment #1 for lease of additional classroom and office space with 2000 Chapman Inc. for the period of October 1, 2013 through January 31, 2016 as presented.

Fiscal Impact:	\$15,912.10 combined per month base rent	Board Date:	August 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

**AMENDMENT 1**

**DATE:** JULY 11, 2013  
**LESSOR:** 2000 CHAPMAN INC.  
**LESSEE:** RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**PREMISES:** 1937 W. CHAPMAN AVENUE, ORANGE, CA

**Definition:**

The purpose of Amendment I is to amend certain terms and conditions established in the Lease dated December 18, 2012, by and between the above-mentioned parties, as it relates to the expansion of the Premises.

ALL TERMS AND CONDITIONS OF THE ORIGINAL LEASE REMAIN IN FULL FORCE AND EFFECT WITH THE EXCEPTION OF THE FOLLOWING:

1. **Premises 1.2(a).** Effective October 1, 2013 the Premises shall be expanded to include an additional 4,583 square feet for a total of 12,913 square feet. Until such time, the Lessee shall continue to pay for 8,330 square feet.
2. **Base Rent 1.7 and Addendum 53.** Effective October 1, 2013, the following rental schedule shall apply:
  - A. October 1, 2013 through January 31, 2014 \$15,912.10 per month
  - B. February 1, 2014 through January 31, 2015 \$16,407.80 per month
  - C. February 1, 2015 through January 3, 2016 \$17,174.29 per month
  - D. Until such time, Lessee shall continue to pay \$10,412.50 per month.
3. **Custodial Services.** Lessee shall be responsible for the custodial services of its Premises and the common areas contained on the second floor.
4. **Brokerage Fees.** Lessor shall not be obligated to pay any outside brokers fees (including Lessee's original Broker) on this expansion.
5. **Condition of Premise.** Except for minor repairs as previously discussed between the parties, the Lessee accepts the Premises in as-is condition.

All other terms and conditions are in full force and effect.

**LESSOR: 2000 CHAPMAN INC.**

**LESSEE: RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

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

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

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

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

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

To:	Board of Trustees	Date:	August 19, 2013
Re:	Approval of Consulting Services – Cambridge West Partnership, LLC		
Action:	Request for Approval		

**BACKGROUND**

The Chancellor requested a detailed historical enrollment and data analysis to evaluate the efficiency and productivity of curriculum offerings at the Santa Ana College and Santiago Canyon College.

**ANALYSIS**

The attached agreement between RSCCD and Cambridge West Partnership, LLC is for Cambridge to provide the district with a Curriculum Output and Enrollment Efficiency study. Fall 2012 semester data will be used to develop the comparison baseline of the study.

The Cambridge West Partnership, LLC consultants assigned to the project will be Joyce Black, Dr. Fred Trapp and C.M. Brahmhatt.

The consulting services agreement is for a not to exceed amount of \$52,000 and will commence on July 1, 2013. All services shall be completed by no later than June 30, 2014.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Consulting Services agreement with Cambridge West Partnership, LLC as presented.

Fiscal Impact:	Not to exceed \$52,000	Board Date:	August 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

# CONTRACT AGREEMENT

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND CAMBRIDGE WEST PARTNERSHIP, LLC

This AGREEMENT (“AGREEMENT”) between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a public educational agency (“DISTRICT”) and CAMBRIDGE WEST PARTNERSHIP, LLC (“CONTRACTOR”) shall be effective upon the execution date of this AGREEMENT. DISTRICT and CONTRACTOR are referred to herein individually as “PARTY” and collectively as “PARTIES.”

WHEREAS, DISTRICT desires to obtain special, technical services (SERVICES) for CURRICULUM OUTPUT AND EFFICIENCY STUDY, as further described in “Attachment 1” attached hereto; and

WHEREAS, CONTRACTOR warrants and represents to DISTRICT that CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES in a timely manner and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

### **ARTICLE I: CONTRACTOR’S SERVICES AND RESPONSIBILITIES**

1. CONTRACTOR shall timely and competently provide those SERVICES set forth in ATTACHMENT 1 of this AGREEMENT.
2. CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. CONTRACTOR agrees it shall take all special precautions necessary to protect the CONTRACTOR’S employees, DISTRICT’S employees, and members of the public from risk of harm arising out the nature of the work.
3. CONTRACTOR consents to use of CONTRACTOR’S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

### **ARTICLE II: COMPENSATION**

1. DISTRICT agrees to pay the CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT with a not-to- exceed limit total limit of fifty two thousand dollars (\$52,000) within the term of this AGREEMENT.

2. CONTRACTOR shall bill the DISTRICT on a monthly basis. Billing shall include necessary support sufficient to satisfy the requirements of the DISTRICT. Invoices shall include information that shows hours worked and work activity performed.

3. Invoices for payment of services by the CONTRACTOR shall be paid by the DISTRICT within a thirty-day period from the invoice receipt date from the CONTRACTOR.

4. All Project expenses will be included in the hourly fee.

5. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by the CONTRACTOR in performing SERVICES for the DISTRICT.

### **ARTICLE III: TERM, TERMINATION**

1. This AGREEMENT shall commence on the effective date of execution by the PARTIES, with CONTRACTOR'S SERVICES to commence on or about July 1 2013. All SERVICES shall be completed by no later than June 30, 2014 or when then the not-to-exceed amount of fifty two thousand (\$52,000) is reached, whichever shall be come first. At this time, the AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, terminate this AGREEMENT and compensate CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than five days after the day of mailing, whichever occurs first.

### **ARTICLE IV: INDEMNITY AND INSURANCE**

1. CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of CONTRACTOR or of any Officer, Director, Agent, or Employee of CONTRACTOR.

2. DISTRICT agrees to indemnify and hold harmless CONTRACTOR, its officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of DISTRICT or of any Trustees, Officer, Director, Agent, or Employee of DISTRICT.

3. DISTRICT may require CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate.

### **ARTICLE V: INDEPENDENT CONTRACTOR**

1. CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. CONTRACTOR has no authority to bind DISTRICT. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'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. CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to CONTRACTOR and its employees.

**ARTICLE VI: MISCELLANEOUS PROVISIONS**

1. An inducement to the DISTRICT for entering into this AGREEMENT is the professional reputation and competence of CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

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

6. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY.

7. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

**TO DISTRICT:**

Rancho Santiago Community College District  
Mr. Peter Hardash  
Vice Chancellor, Business Services  
2323 N. Broadway  
Santa Ana, CA 92706

**TO CONTRACTOR:**

Cambridge West Partnership, LLC  
C. M. Brahmhatt, Managing Director  
34 Eclipse  
Irvine, CA 92620

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

**DISTRICT**

**CAMBRIDGE WEST PARTNERSHIP, LLC**

\_\_\_\_\_  
Peter J. Hardash, Vice Chancellor  
Rancho Santiago Community College District

\_\_\_\_\_  
C.M. Brahmhatt, Managing Director  
Federal ID No. 20-5500381

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Contract Renewal – Chancellor’s Office Tax Offset Program	
Action:	Request for Approval	

**BACKGROUND**

RSCCD has successfully utilized the Chancellor’s Office Tax Offset Program (COTOP) since its inception in 1982 to collect delinquent student obligations owed to the District. It has helped to lower the District’s National Direct Student Loan (NDSL)/Perkins Loan default rate. It also meets the Federal Government’s due diligence requirement necessary for assignment of outstanding student loans with the Department of Education. COTOP is also used in the recovery of financial aid grant over awards, which become an institutional expense that needs to be paid back by the student to the district.

**ANALYSIS**

Renewal of the attached contract will authorize the Chancellor’s Office and the State Controller to continue to collect any outstanding student financial aid obligations and debt, on behalf of the district, by offsetting the amount in default against any money the state may owe the student such as a state income tax refund or lottery winnings. There is no incurred cost to the district to participate in the COTOP program, the state deducts 25% of the amounts collected as an administrative fee before remitting the funds to the District. The percentage deducted has not changed from the previous year. The term of this contract is from October 1, 2013 through December 20, 2014.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the renewal of the COTOP contract with the Chancellor’s Office as presented.

Fiscal Impact:	Expected Revenue Collections	Board Date: August 19, 2013
Prepared by:	Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

THIS CONTRACT, made and entered into on or before this first day of October, 2013, in the State of California, by and between the

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
and the  
CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES  
(hereinafter Chancellor) and the

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
(hereinafter District) do agree that:

I.

Performance of this contract shall be pursuant to Government Code Sections 12419.2, 12419.5, 12419.7, 12419.9, 12419.10. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

II.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions or revisions to the unpaid account balance to the Chancellor at any time and as often as needed.

Districts must enter their initial COTOP debtor data to the Chancellor's Office Tax Offset Program web-based system no later than November 15, 2013. Districts may make modifications to accounts (adds/changes/deletes) until November 15, 2013. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

#### IV.

The District will:

1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications of the amount or deletions of any record found to be submitted in error, as necessary, as a result of the review as required by Appendix C, which is incorporated into and made a part of this contract.
3. Submit for collection through the COTOP program only the following types of debtor obligations:
  - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
  - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
  - C. other financial aid obligations.
  - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines (incurred within 3 years of date submitted for collection only); residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

4. For those student financial aid and non-financial aid obligations in default, send at least one written notice to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The written notice must be sent at least 30 days prior to Franchise Tax Board receiving the offset request. The district must retain copies of the notifications in the district/college file.
5. Do not submit names of any debtors who are:
  - A. not in default;
  - B. in litigation/bankruptcy.
6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

**V.**

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

**VI.**

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

**VII.**

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

**VIII.**

Time is of the essence of this agreement.

**IX.**

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X.

The term of this contract shall be from October 1, 2013 through December 20, 2014, which as defined by the Franchise Tax Board, is the end of the 2014 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CALIFORNIA COMMUNITY COLLEGES**

By \_\_\_\_\_ Date  
Steve Bruckman  
Executive Vice Chancellor

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
(Name of District)

By \_\_\_\_\_ Date  
(Authorized Signature)

PETER J. HARDASH  
(Printed Name of Signature)

VICE CHANCELLOR, BUSINESS OPERATIONS/FISCAL SERV.  
(Title)

2323 N. BROADWAY  
(Address)

SANTA ANA, CA 92706-1640

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS  
From 06/01/2013 To 06/30/2013  
Board Meeting on 08/19/2013**

**BACKGROUND**

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

**ANALYSIS**

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

**INTRAFUND TRANSFERS**

<u>Date</u>	<u>JE#</u>	<u>Description</u>	<u>Amount</u>
06/01/13	J023781	Adjust prior year-Write off	1,193.11
06/01/13	J023807	Adjust prior year-Write off	200.43
06/30/13	J023823	Write-off prior year exp	2,083.01
06/01/13	J023850	Adjust prior year-Write off	0.33
06/30/13	J024097	To close underspent amount in Child Dev Training Consortium (SAC) to General Fund 11 – Unrestricted	19.85
06/30/13	J024098	To close overspent amount in Child Dev Training Consortium (SCC) to General Fund 11 – Unrestricted	1.29
06/30/13	J024099	To close underspent amount in Early Childhood Mentor Program to General Fund 11 – Unrestricted	9.93
06/30/13	J024100	To close overspent amount in VTEA Accountability to General Fund 11 – Unrestricted	0.09
06/30/13	J024101	To close underspent amount in VTEA Admin to General Fund 11 – Unrestricted	0.34
06/30/13	J024103	To close overspent amount in VTEA Auto Tech to General Fund 11 – Unrestricted	0.34
06/30/13	J024104	To close overspent amount in VTEA Business Application to General Fund 11 – Unrestricted	0.33
06/30/13	J024105	To close underspent amount in VTEA CIS (SAC) to General Fund 11 – Unrestricted	0.23
06/30/13	J024106	To close overspent amount in CTE Transition (SAC) to General Fund 11 – Unrestricted	0.09
06/30/13	J024107	To close overspent amount in CTE Transition (SCC) to General Fund 11 – Unrestricted	0.42
06/30/13	J024141	To close underspent amount in VTEA Entertainment (SAC) to General Fund 11 - Unrestricted	0.29
06/30/13	J024142	To close underspent amount in VTEA Gemology (SCC) to General Fund 11 - Unrestricted	0.12
06/30/13	J024143	To close overspent amount in VTEA Manufacturing (SAC) to General Fund 11 - Unrestricted	0.09
06/30/13	J024144	To close overspent amount in VTEA Nursing (SAC) to General Fund 11 - Unrestricted	0.42
06/30/13	J024145	To close overspent amount in VTEA Occup Therapy (SAC) to General Fund 11 - Unrestricted	0.19
06/30/13	J024149	To close overspent in VTEA Pharmacy Tech (SAC) to General Fund 11 - Unrestricted	0.17
06/30/13	J024150	To close overspent amount in VTEA Public Works (SCC) to General Fund 11 – Unrestricted	0.07
06/30/13	J024151	To close overspent in VTEA Support Services (SCC) to General Fund 11 - Unrestricted	0.14
06/30/13	J024152	To close overspent amount in VTEA Surveying (SCC) to General Fund 11 - Unrestricted	0.46
06/30/13	J024153	To close underspent in VTEA TV & Video (SCC) to General Fund 11 - Unrestricted	0.25

5.5 (1)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS  
From 06/01/2013 To 06/30/2013  
Board Meeting on 08/19/2013**

**BACKGROUND**

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

**ANALYSIS**

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

**INTRAFUND TRANSFERS**

<u>Date</u>	<u>JE#</u>	<u>Description</u>	<u>Amount</u>
06/30/13	J024154	To close underspent amount in VTEA Water Utility (SCC) to General Fund 11 - Unrestricted	0.02
06/30/13	J024155	To close overspent amount in VTEA Office Skills (SCC) to General Fund 11 - Unrestricted	0.08
06/30/13	J024156	To close overspent amount in VTEA Professional Dvl (SAC) to General Fund 11 - Unrestricted	0.13
06/30/13	J024157	To close underspent amount in VTEA Deaf/Hard Hear (SAC) to General Fund 11 - Unrestricted	0.43
06/30/13	J024158	To close overspent amount in VTEA Job Placement (SAC) to General Fund 11 - Unrestricted	0.25
06/30/13	J024159	To close overspent amount in VTEA Accounting (SAC) to General Fund 11 - Unrestricted	0.17
06/30/13	J024160	To close overspent amount in VTEA Eng/Drafting (SAC) to General Fund 11 - Unrestricted	0.19
06/30/13	J024161	To close overspent amount in VTEA Real Estate (SCC) to General Fund 11 - Unrestricted	0.28
06/30/13	J024162	To close underspent amount in VTEA Entrepreneur (SAC) to General Fund 11 - Unrestricted	0.07
06/30/13	J024163	To close overspent amount in VTEA Lab Science (SAC) to General Fund 11 - Unrestricted	0.12
06/30/13	J024164	To close overspent amount in VTEA Office Tech (SAC) to General Fund 11 - Unrestricted	0.26
06/30/13	J024165	To close overspent amount in VTEA Paralegal (SAC) to General Fund 11 - Unrestricted	0.18
06/30/13	J024166	To close overspent amount in VTEA Welding Tech (SAC) to General Fund 11 - Unrestricted	0.32
06/30/13	J024167	To close underspent amount in VTEA Applied Photo (SAC) to General Fund 11 - Unrestricted	0.53
06/30/13	J024168	To close underspent amount in VTEA International Bus (SAC) to General Fund 11 - Unrestricted	0.18
06/30/13	J024169	To close overspent amount in VTEA Exercise Science (SAC) to General Fund 11 - Unrestricted	0.40
06/30/13	J024170	To close underspent amount in VTEA Fashion Design (SAC) to General Fund 11 - Unrestricted	0.35
06/30/13	J024171	To close underspent amount in VTEA Early Care and Ed (SAC) to General Fund 11 - Unrestricted	0.42
06/30/13	J024172	To close underspent amount in VTEA Office Tech Web (SCC) to General Fund 11 - Unrestricted	0.44
06/30/13	J024233	To close overspent amount in CAMP I Yr5 to General Fund 11 - Unrestricted	46.47
06/30/13	J024234	To close overspent amount in EMT/Nursing Continuing Edu to General Fund 11 - Unrestricted	16.75

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS  
From 06/01/2013 To 06/30/2013  
Board Meeting on 08/19/2013**

**BACKGROUND**

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

**ANALYSIS**

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

**INTRAFUND TRANSFERS**

<u>Date</u>	<u>JE#</u>	<u>Description</u>	<u>Amount</u>
06/30/13	J024237	To close overspent amount in Youth STEM to General Fund 11 - Unrestricted	127.14
06/30/13	J024239	To close overspent amount in SA CARE PY to General Fund 11 - Unrestricted	1.28
06/30/13	J024245	To close overspent amount in SCC DSPS to General Fund 11 - Unrestricted	0.01
06/30/13	J024246	To close overspent amount in SAC EOPS PY to General Fund 11 - Unrestricted	1,209.00
06/30/13	J024248	To close overspent amount in Enrollment Growth to General Fund 11 - Unrestricted	17.00
06/30/13	J024249	To close overspent amount in MCHS to General Fund 11 - Unrestricted	69.85
06/30/13	J024250	To close overspent amount in MESA to General Fund 11 - Unrestricted	271.48
06/30/13	J024251	To close overspent amount in SCC Credit Matriculation to General Fund 11 - Unrestricted	959.50
06/30/13	J024252	To close overspent amount in Credit Matriculation PY to General Fund 11 - Unrestricted	58.54
06/30/13	J024253	To close overspent amount in Non Credit Matriculation to General Fund 11 - Unrestricted	5.54
06/30/13	J024254	To close overspent amount in SAC DSPS to General Fund 11 - Unrestricted	210.93
06/30/13	J024255	To close underspent amount in SAC CARE to General Fund 11 - Unrestricted	399.56
06/30/13	J024257	To close underspent amount in SAC DSPS PY to General Fund 11 - Unrestricted	2,756.00
06/30/13	J024282	To close underspent amount in CAMP II Inc Prg to General Fund 11 - Unrestricted	3.75
06/30/13	J024283	To close overspent amount in SCC CARE to General Fund 11 - Unrestricted	0.50
06/01/13	J024285	To close overspent amount in SP1316 SBA to General Fund 11 - Unrestricted	2,712.61
06/30/13	J024286	To close underspent amount in Bridge To Engineering to General Fund 11 - Unrestricted	0.18
06/30/13	J024287	To close underspent amount in SAC DSPS to General Fund 11 - Unrestricted	1,151.10
06/30/13	J024288	To close overspent amount in SCC EOPS to General Fund 11 - Unrestricted	8.86
06/30/13	J024289	Close overspent amount in ABE/GED (SAC) to General Fund 11 - Unrestricted	11.84

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS  
From 06/01/2013 To 06/30/2013  
Board Meeting on 08/19/2013**

**BACKGROUND**

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

**ANALYSIS**

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

**INTRAFUND TRANSFERS**

<u>Date</u>	<u>JE#</u>	<u>Description</u>	<u>Amount</u>
06/30/13	J024290	Close overspent amount in ABE/GED (SCC) to General Fund 11 - Unrestricted	12.89
06/30/13	J024291	Close overspent amount in ABE/ESL (SAC) to General Fund 11 - Unrestricted	303.37
06/30/13	J024292	Close overspent amount in ABE/ESL (SCC) to General Fund 11 - Unrestricted	43.27
06/30/13	J024293	Close overspent amount in ABE/EL CIVICS (SAC) to General Fund 11 - Unrestricted	14.66
06/30/13	J024294	Close overspent amount in ABE/EL CIVICS (SCC) to General Fund 11 - Unrestricted	48.90
06/30/13	J024295	Close overspent amount in ABE/VESL (SCC) to General Fund 11 - Unrestricted	149.60
06/30/13	J024296	Close overspent amount in ABE/VESL (SAC) to General Fund 11 - Unrestricted	17.83
06/30/13	J024297	Close overspent amount in Student Support Services (SAC) to General Fund 11 - Unrestricted	0.12
06/30/13	J024298	Close overspent amount in Talent Search (SAC) to General Fund 11 - Unrestricted	2.21
06/30/13	J024299	Close overspent amount in BEC Statewide (DO) to General Fund 11 - Unrestricted	0.43
06/01/13	J024301	To close overspent amount in SP2286 YEP BEC to General Fund 11 - Unrestricted	127.00
06/01/13	J024302	To close overspent amount in SP2055 BSI SAC to General Fund 11 - Unrestricted	0.60
06/30/13	J024305	Close overspent amount in BEC/HUBS (DO) to General Fund 11 - Unrestricted	0.31
06/30/13	J024306	To close overspent amount in BEC/HUDS COB (DO) to General Fund 11 - Unrestricted	1.01
06/30/13	J024307	Close overspent amount in 12-13 CITD (DO) to General Fund 11 - Unrestricted	0.27
06/30/13	J024308	Close overspent amount in CITD 11-12 COB (DO) to General Fund 11 - Unrestricted	1.07
06/30/13	J024321	To close overspent amount in DSPS to General Fund 11 - Unrestricted	1.00
06/30/13	J024322	To close overspent amount in St. Joseph to General Fund 11 - Unrestricted	0.50
06/30/13	J024324	To close underspent amount in Enrollment Growth to General Fund 11 - Unrestricted	1.00
06/30/13	J024326	To close underspent amount in MCHS to General Fund 11 - Unrestricted	3.34
06/30/13	J024327	To close underspent amount in MESA to General Fund 11 - Unrestricted	171.66

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS  
From 06/01/2013 To 06/30/2013  
Board Meeting on 08/19/2013**

**BACKGROUND**

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

**ANALYSIS**

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

**INTRAFUND TRANSFERS**

<u>Date</u>	<u>JE#</u>	<u>Description</u>	<u>Amount</u>
06/30/13	J024342	To close overspent amount in TANF prior year to General Fund 11 – Unrestricted	0.17
06/30/13	J024343	To close underspent amount in BSI 10 Advisement/Counseling to General Fund 11 – Unrestricted	0.37
06/30/13	J024344	To close underspent amount in BSI 10 Articulation to General Fund 11 – Unrestricted	0.01
06/30/13	J024345	To close underspent amount in BSI 10 Other Purposes to General Fund 11 – Unrestricted	0.01
06/30/13	J024346	To close underspent amount in BSI 11 Supp. Instr. & Tutoring to General Fund 11 – Unrestricted	131.91
06/30/13	J024347	To close underspent amount in BSI 11 Coordination/ Research/Staff Dev to General Fund 11 – Unrestricted	1.20
06/30/13	J024348	To close underspent amount in CalWorks prior year to General Fund 11 – Unrestricted	0.99
06/01/13	J024349	To close overspent amount CTE Comm. Coll. Supplemental IV to General Fund 11 - Unrestricted	2.23
06/01/13	J024350	To close overspent amount CTE WIP III to General Fund 11 - Unrestricted	0.32
06/01/13	J024352	To close overspent amount CTE Community Collaborative IV to General Fund 11 - Unrestricted	0.99
06/30/13	J024354	To close overspent amount in Business Skills Initiative to General Fund 11 - Unrestricted	132.51

**INTERFUND TRANSFERS**

<u>Date</u>	<u>JE#</u>	<u>Description</u>	<u>Amount</u>
06/30/13	J024323	Record interfund transfer from Fund 11 to Fund 33 for General Fund contribution to the Child Development Fund for 12/13 overage.	191,443.00

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Public Hearing for the 2013-2014 Proposed Adopted Budget	
Action:	Request for Approval	

**BACKGROUND**

The California Code of Regulations, Title 5, Sections 58301 and 58305 require the governing board of each community college district to hold a public hearing and adopt a final budget on or before the fifteenth of September of each year.

**ANALYSIS**

The adoption of the 2013-2014 Rancho Santiago Community College District budget is scheduled for the September 9, 2013 Board meeting. In accordance with the CCR Title 5, Section 58301, the governing board of each district shall hold a public hearing on the proposed adopted budget prior to the adoption of the proposed budget. This will provide members of the public with advanced notice of the public hearing at the September 9<sup>th</sup> Board meeting.

The proposed 2013-2014 Adopted Budget will be available for public display and review September 4<sup>th</sup> through September 6<sup>th</sup> at the District Office, 2323 N. Broadway, on the 4<sup>th</sup> floor reception area between the hours of 8:00 a.m. and 5:00 p.m. The public hearing is scheduled on September 9, 2013 at the regularly scheduled Board of Trustees meeting at 4:30 p.m. in the RSCCD Boardroom (107), 2323 N. Broadway, Santa Ana CA. 92706.

**RECOMMENDATION**

It is recommended that the Board of Trustees hold a public hearing on the 2013-2014 proposed Adopted Budget at the September 9, 2013 Board of Trustee meeting.

Fiscal Impact:	Not Applicable	Board Date: August 19, 2013
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended June 30, 2013	
Action:	Request for Approval	

**BACKGROUND**

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

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the fourth quarter in fiscal year 2012-13 ended June 30, 2013.

**ANALYSIS**

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the twelve months covered in this report, the District has recognized 98.7% of budgeted revenues and other financing sources and 95.3% of budgeted expenditures and other outgo in the unrestricted General Fund.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending June 30, 2013 as presented.

Fiscal Impact:	Not Applicable	Board Date: August 19, 2013
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

District: (870) Rancho Santiago Community College

Quarter Ended: June 30, 2013

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

As of June 30 for fiscal year specified.

	FY 2009-10 Actual	FY 2010-11 Actual	FY 2011-12 Actual	FY 2012-13 Projected
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	147,237,880	146,382,590	135,465,745	137,245,834
Other Financing Sources (Objects 8900)	18,428	17,279	41,176	20,007
<b>Total Unrestricted Revenues</b>	<b>147,256,308</b>	<b>146,399,869</b>	<b>135,506,921</b>	<b>137,265,841</b>
<b>Expenditures:</b>				
(Objects 1000-6000)	130,775,432	130,076,750	136,106,907	139,519,141
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,667,613	1,596,948	2,042,885	3,508,107
<b>Total Unrestricted Expenditures</b>	<b>132,443,045</b>	<b>131,673,698</b>	<b>138,149,792</b>	<b>143,027,248</b>
<b>Revenues Over(Under) Expenditures</b>	<b>14,813,263</b>	<b>14,726,171</b>	<b>-2,642,871</b>	<b>-5,761,407</b>
<b>Fund Balance, Beginning</b>	<b>16,566,608</b>	<b>31,418,493</b>	<b>46,173,393</b>	<b>43,608,426</b>
Prior Year Adjustments + (-)	38,622	28,729	77,904	0
<b>Adjusted Fund Balance, Beginning</b>	<b>16,605,230</b>	<b>31,447,222</b>	<b>46,251,297</b>	<b>43,608,426</b>
<b>Fund Balance, Ending</b>	<b>31,418,493</b>	<b>46,173,393</b>	<b>43,608,426</b>	<b>37,847,019</b>
% of GF Balance to GF Expenditures	23.7%	35.1%	31.6%	26.5%

II. Annualized Attendance FTES:

Annualized FTES				
(Excluding apprentices and non-residents)	30,564	30,745	27,708	28,185

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

	As of the specified quarter ended for each fiscal year presented			
	2009-10	2010-11	2011-12	2012-13
General Fund Cash Balance (Excluding Borrowed Funds)	25,950,025	35,081,293	31,030,208	32,082,147

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

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	136,569,262	139,108,504	137,245,834	98.7%
Other Financing Sources (Objects 8900)	5,000	5,000	20,007	400.1%
<b>Total Unrestricted Revenues</b>	<b>136,574,262</b>	<b>139,113,504</b>	<b>137,265,841</b>	<b>98.7%</b>
<b>Expenditures:</b>				
Unrestricted General Fund Expenditures (Objects 1000-6000)	142,305,117	146,503,759	139,519,141	95.2%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,500,000	3,505,017	3,508,107	100.1%
<b>Total Unrestricted Expenditures</b>	<b>143,805,117</b>	<b>150,008,776</b>	<b>143,027,248</b>	<b>95.3%</b>
<b>Revenues Over(Under) Expenditures</b>	<b>-7,230,855</b>	<b>-10,895,272</b>	<b>-5,761,407</b>	
<b>Adjusted Fund Balance, Beginning</b>	<b>43,608,426</b>	<b>43,608,426</b>	<b>43,608,426</b>	
<b>Fund Balance, Ending</b>	<b>36,377,571</b>	<b>32,713,154</b>	<b>37,847,019</b>	
% of UGF Fund Balance to UGF Expenditures	25.3%	21.8%		

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

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

**SALARIES**

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

\*As specified in Collective Bargaining Agreement.

**BENEFITS**

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

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:  
From base revenue plus unrestricted general fund income.

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

YES  NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

YES  NO

Next Year? YES  NO

**CERTIFICATION**

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

\_\_\_\_\_  
District Chief Business Officer Date

\_\_\_\_\_  
District Chief Executive Officer Date

Quarter Ended: June 30, 2013

Governing Board Meeting Date: August 19, 2013

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Quarterly Investment Report as of June 30, 2013	
Action:	For Information	

**BACKGROUND**

The Quarterly Investment Report for the quarter ended June 30, 2013 is submitted in accordance with Section 53646(b) of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

**ANALYSIS**

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of June 30, 2013 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended June 30, 2013, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending June 30, 2013.

All investments for the quarter ended June 30, 2013 are in accordance with Board Policy 3211, and there has been no change in the policy during this quarter.

**RECOMMENDATION**

The quarterly investment report as of June 30, 2013 is presented as information.

Fiscal Impact:	None	Board Date: August 19, 2013
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**Rancho Santiago Community College District**  
**Cash Position**  
**June 30, 2013**

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County- Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 9121/9125	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12)	1	11/12	32,082,147				3,140,451	100,000			35,322,598
Child Development Fund	12	33	125,429				15				125,444
Bond Fund Measure E	22	42	47,058,521								47,058,521
Bond Int & Red Fund	31	21				5,436,614					5,436,614
Bond Int & Red Fund	32	22				4,656,798					4,656,798
Bond Int & Red Fund	33	23				2,606,566					2,606,566
Capital Outlay Projects Fund	40	41	23,356,737								23,356,737
Workers' Compensation Fund	68	62	5,098,978						50,000		5,148,978
Property and Liability Fund	70	61	1,405,408						25,000		1,430,408
Retiree Benefits Fund	71	63	32,790,488							150,177	32,940,665
Student Financial Aid	74	74	1,050,490	24,704	91,348		692,225				1,858,767
<b>Totals</b>			<b>142,968,198</b>	<b>24,704</b>	<b>91,348</b>	<b>12,699,978</b>	<b>3,832,691</b>	<b>100,000</b>	<b>75,000</b>	<b>150,177</b>	<b>159,942,096</b>



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

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INTERDEPARTMENTAL COMMUNICATION

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**Date:** July 15, 2013  
**To:** Supervisor Shawn Nelson, Chair  
Supervisor Patricia Bates, Vice-Chair  
Supervisor John Moorlach  
Supervisor Janet Nguyen  
Supervisor Todd Spitzer  
**From:** Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM  
**Subject:** Treasurer's Investment Report for the Month Ended June 30, 2013

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Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended June 30, 2013. The County Treasurer provides this report in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information. This report is also publicly available on our website at [ocgov.com/ocinvestments](http://ocgov.com/ocinvestments).

**INVESTMENT POOL COMPOSITION**

The investments contained within this report are as of June 30, 2013. The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool that includes the Voluntary participants' funds, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool, and various other small non-Pooled investment funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The County Treasurer established three Money Market Funds, the Orange County Money Market Fund, the Orange County Educational Money Market Fund, and the John Wayne Airport Investment Pool, which all are invested in cash-equivalent securities and provide liquidity for immediate cash needs. Standard & Poor's, on February 13, 2013, reaffirmed their highest rating of AAAM on the County and the Educational Money Market Funds. The County Treasurer also established the Extended Fund that is for cash requirements between one and five years. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Orange County Educational Investment Pool is comprised of the Orange County Educational Money Market Fund and portions of the Extended Fund.

The maximum maturity of investments for the County and Educational Money Market Funds is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 56 and 55 respectively. The maximum maturity of the Extended Fund is five years, with duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.36). The duration is currently at 1.78. The investments in all of the funds are marked to market daily to determine the value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

**ECONOMIC UPDATE**

In June, the job market added 195,000 new jobs, and May's job numbers were revised upward by 20,000 to 195,000. The unemployment rate remained unchanged at 7.6% as new jobseekers began looking for work, offsetting the job gains for the month. According to S&P/CaseShiller, home prices increased 12.05% in April from a year ago, making it the biggest year-to-year gain since March 2006. Additionally, manufacturing data indicated an increase in economic activity as both the Empire State Manufacturing Index and the Philadelphia Fed Index rose to 7.8 and 12.5, respectively. The Federal Reserve Bank uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. At the Federal Open Market Committee (FOMC) meeting on June 18-19, the Federal Reserve voted to continue its support for stronger economic growth by continuing to purchase \$40 billion per month in agency mortgage-backed securities and \$45 billion per month in longer-term Treasury securities. However, the FOMC stated that it "is prepared to increase or reduce the pace of its purchases to maintain appropriate policy accommodation as the outlook for the labor market or inflation changes." Rates on Treasuries, ranging from 2-year to 30-year maturities, increased in June as investors assumed that better than expected economic data may cause the Federal Reserve to reduce its bond purchases sooner than previously anticipated. The 10-year Treasury ended the month at 2.49%, up from 2.13% the prior month.

The short-term 90-day T-bill was unchanged at 0.03% from the end of May, and the rate on the two-year note was 0.36% at the end of June, up from 0.30% in May.

**INVESTMENT INTEREST YIELDS AND FORECAST**

The gross interest yield for fiscal year 2012/2013 is .40% for the Orange County Investment Pool and .39% for the Orange County Educational Investment Pool, slightly higher than the forecasted yields of .38% for both pools. The forecasted gross yield for the fiscal year 2013/2014 is 0.37% based on continued low short-term interest rates.

**APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS**

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the months following. The June 2013 interest apportionment is expected to be paid by July 31, 2013.

The County Treasurer completed the review of the investment administrative fee for the fiscal year 2011/2012. The fiscal year fee was 8.4 basis points. The net refund due to pool participants was approximately \$46,000. The County Treasurer's policy for refunds less than \$100,000 is to adjust the next year's estimated rate. The investment administrative fee for fiscal year 2012/2013 is still expected to be 8.2 basis points, a decrease from fiscal year 2011/2012 of .2 basis points.

**TEMPORARY TRANSFERS**

The County Treasurer, as required by California Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 11-195 is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. Temporary transfers from the Educational Money Market Fund totaled \$183.7 million and will be repaid by August 31, 2013.

**PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS**

Under guidelines outlined in the current IPS, the County Treasurer may invest in A or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$100 million invested in Orange County Pool Participants' debt, which represents approximately 1.5% of assets. This drop from the prior month is due to the maturity of \$17 million of an investment in County of Orange Taxable Pension Obligation Bonds and the investment pools no longer own any County of Orange debt. Prior to purchasing any Pool Participant debt, a standardized credit analysis is performed.

**COMPLIANCE SUMMARY**

The investment portfolios had no compliance exceptions for the month of June 2013. The Auditor-Controller Report on Compliance Monitoring for the Quarter of January through March 2013 identified no compliance deficiencies. For the fiscal year ended June 30, 2013, the investment portfolios were free from compliance incidents.

**GRAND JURY REPORT**

On June 24, 2013, the Orange County Grand Jury released their report entitled "An Investment and Compliance Review of the Orange County Treasurer." The report provides an overview of the County Treasurer's mission, key staff experience and education, a brief overview of treasury systems, issuer credit quality and concentration, cash management, Investment Policy Statement provisions, and descriptions of authorized investments. The findings related to considering the benefits and issues of having a member of the investment team licensed to sell securities, and addressing the expense, time restraints, and expectations of improving older legacy information systems used to bill and collect property taxes. The County Treasurer agrees with the Grand Jury's three findings and recommendations and will include the response in a future monthly report.

**CREDIT UPDATE**

During June, there were no changes to the Treasurer's Approved Issuer List. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

I certify that this report includes all pool and non-pooled investments as of June 30, 2013 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on January 8, 2013. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**SUMMARY OF INVESTMENT DATA**

**INVESTMENT TRENDS**

	<b>JUNE 2013</b>	<b>MAY 2013</b>	<b>INCREASE (DECREASE)</b>	<b>NET CHANGE %</b>	<b>JUNE 2012</b>	<b>INCREASE (DECREASE)</b>	<b>NET CHANGE %</b>
<b><u>Orange County Investment Pool (OCIP)</u></b>							
End Of Month Market Value <sup>1,5</sup>	\$ 3,096,729,292	\$ 3,425,969,815	\$ (329,240,523)	-9.61%	\$ 3,069,130,678	\$ 27,598,614	0.90%
End Of Month Book Value <sup>5</sup>	\$ 3,099,513,117	\$ 3,424,675,396	\$ (325,162,279)	-9.49%	\$ 3,065,316,224	\$ 34,196,893	1.12%
Monthly Average Balance <sup>5</sup>	\$ 3,244,945,688	\$ 3,556,701,037	\$ (311,755,350)	-8.77%	\$ 3,172,764,827	\$ 72,180,861	2.28%
Year-To-Date Average Balance	\$ 3,312,083,114	\$ 3,318,186,517	\$ (6,103,402)	-0.18%	\$ 3,338,864,151	\$ (26,781,037)	-0.80%
Monthly Accrued Earnings <sup>2</sup>	\$ 906,597	\$ 906,850	\$ (253)	-0.03%	\$ 1,621,672	\$ (715,075)	-44.09%
Monthly Net Yield <sup>2</sup>	0.26%	0.22%	0.04%	18.19%	0.54%	-0.28%	-52.24%
Year-To-Date Net Yield <sup>2</sup>	0.32%	0.32%	0.00%	-0.91%	0.46%	-0.14%	-30.43%
Annual Estimated Gross Yield <sup>3</sup>	0.38%	0.38%	0.00%	0.00%	0.54%	-0.16%	-29.63%
Weighted Average Maturity (WAM) <sup>4</sup>	380	331	49	14.92%	359	21	5.96%
<b><u>Orange County Educational Investment Pool (OCEIP)</u></b>							
End Of Month Market Value <sup>1,5</sup>	\$ 3,309,453,081	\$ 3,113,036,794	\$ 196,416,287	6.31%	\$ 2,603,008,703	\$ 706,444,378	27.14%
End Of Month Book Value <sup>5</sup>	\$ 3,311,397,579	\$ 3,111,826,931	\$ 199,570,648	6.41%	\$ 2,599,860,042	\$ 711,537,537	27.37%
Monthly Average Balance <sup>5</sup>	\$ 3,066,263,696	\$ 3,090,123,127	\$ (23,859,431)	-0.77%	\$ 2,751,674,326	\$ 314,589,370	11.43%
Year-To-Date Average Balance	\$ 2,933,623,336	\$ 2,921,565,122	\$ 12,058,215	0.41%	\$ 2,986,425,585	\$ (52,802,249)	-1.77%
Monthly Accrued Earnings <sup>2</sup>	\$ 831,118	\$ 823,587	\$ 7,531	0.91%	\$ 1,350,436	\$ (519,318)	-38.46%
Monthly Net Yield <sup>2</sup>	0.25%	0.23%	0.02%	6.89%	0.49%	-0.24%	-49.43%
Year-To-Date Net Yield <sup>2</sup>	0.31%	0.31%	0.00%	-0.11%	0.43%	-0.12%	-27.91%
Annual Estimated Gross Yield <sup>3</sup>	0.38%	0.38%	0.00%	0.00%	0.52%	-0.14%	-26.92%
Weighted Average Maturity (WAM) <sup>4</sup>	300	301	(1)	-0.49%	347	(47)	-13.68%

<sup>1</sup> Market values provided by Bloomberg and Northern Trust.

<sup>2</sup> In June 2012, OCIP and OCEIP held higher yielding securities, which over time have matured and were reinvested in lower yielding securities. As a result, the overall earnings and yield have dropped since June 2012. OCIP monthly yield increased from the prior month due to decreased holdings of short term securities.

<sup>3</sup> Annual Estimated Gross Yield for June 2012 is reported at the actual annual gross yield for FY 11/12. During FY 11/12, the OCIP and OCEIP held higher yielding securities, which over time have matured and were reinvested in lower yielding securities and FY 12/13 estimated gross yield is less than the prior year.

<sup>4</sup> In June 2013, OCIP WAM was higher primarily due to investing in securities with longer maturities. In June 2013, OCEIP WAM was higher than June 2012 due to the increased balances invested in securities with shorter maturities.

<sup>5</sup> In June 2013, the OCIP end of month market and book values, and monthly average balance were lower than May 2013 due to secured and unsecured tax apportionments. In June 2013, the OCEIP end of month market and book values, and monthly average balance were higher than June 2012 due to increased General Obligation (GO) bond funds on deposit, redevelopment property tax trust fund distributions, and increased State receipts due to reductions in State deferrals.

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**INVESTMENT POOL STATISTICS**  
 FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2013

INVESTMENT STATISTICS - By Investment Pool***								
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/13	MONTHLY Gross Yield	QUARTER Average Yield	ANNUAL Average Yield	Current NAV	
<b>COMBINED POOL BALANCES (Includes the Extended Fund)</b>								
Orange County Investment Pool	MARKET Value \$	3,096,729,292	380	0.34%			1.00	
	COST (Capital) \$	3,104,282,861			0.34%			
	MONTHLY AVG Balance \$	3,244,945,888				0.31%		
	QUARTERLY AVG Balance \$	3,700,834,823					0.40%	
	ANNUAL AVG Balance \$	3,312,083,114						
	BOOK Value \$	3,099,513,117						
Orange County Educational Investment Pool	MARKET Value \$	3,309,453,081	300	0.30%			1.00	
	COST (Capital) \$	3,316,046,608			0.33%			
	MONTHLY AVG Balance \$	3,066,263,696				0.33%		
	QUARTERLY AVG Balance \$	3,024,623,702					0.39%	
	ANNUAL AVG Balance \$	2,933,623,336						
	BOOK Value \$	3,311,397,579						
INVESTMENT STATISTICS - Non Pooled Investments **								
DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE						
Specific Investment Funds: 283, 505, 15B	MARKET Value \$	50,924,484						
	COST (Capital) \$	51,033,849	Repurchase Agreement					\$ 1,081,500
	MONTHLY AVG Balance \$	51,134,541	John Wayne Airport Investment Pool					49,841,418
	QUARTERLY AVG Balance \$	51,073,280	GNMA Mortgage-Backed Securities					110,931
	ANNUAL AVG Balance \$	55,489,432						
	BOOK Value \$	50,894,149						
							\$ 51,033,849	
MONTH END TOTALS								
INVESTMENTS & CASH				FUND ACCOUNTING & SPECIFIC INVESTMENTS				
<b>COUNTY MONEY MARKET FUND</b>								
County Money Market Fund	\$	1,422,568,115	County Funds				\$3,112,559,549	
County Cash		8,276,888	Educational Funds				3,326,462,141	
<b>EXTENDED FUND</b>		3,031,714,545	Specific Investment Funds				51,033,849	
<b>EDUCATIONAL MONEY MARKET FUND</b>								
Educational Money Market Fund		1,966,046,608						
Educational Cash		10,415,533						
<b>NON-POOLED INVESTMENT</b>								
Non Pooled Investments @ Cost		51,033,849						
							\$ 6,490,055,539	
KEY POOL STATISTICS								
INTEREST RATE YIELD				WEIGHTED AVERAGE MATURITY (WAM)				
OCMMF - MONTHLY GROSS YIELD		0.13%		OCMMF		56		
OCEMMF - MONTHLY GROSS YIELD		0.16%		OCEMMF		55		
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD		0.17%		JOHN WAYNE AIRPORT		53		
OCIP - YTD NET YIELD****		0.32%		LGIP (Standard & Poors) AAAm/AAm		49		
OCEIP - YTD NET YIELD****		0.31%						
90-DAY T-BILL YIELD - MONTHLY AVERAGE		0.04%						

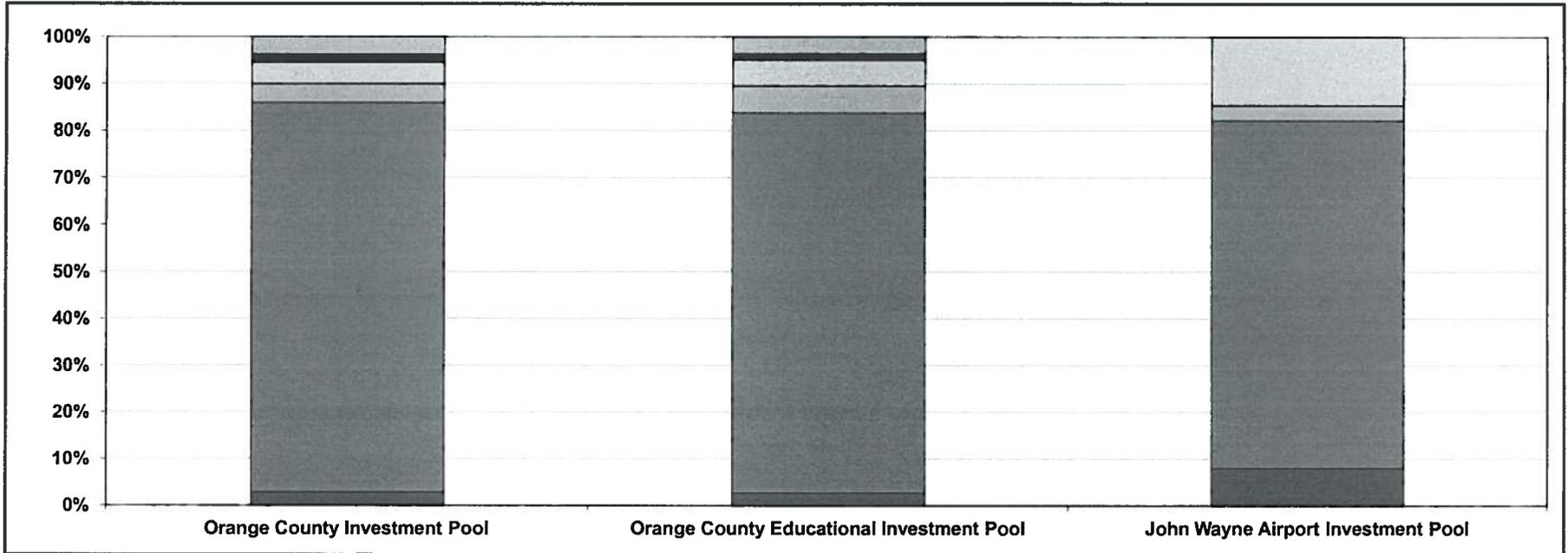
**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**INVESTMENT POOL STATISTICS**  
**FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2013**

**INVESTMENT STATISTICS - By Investment Fund\***

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/13	MONTHLY Gross Yield	QUARTER Average Yield	ANNUAL Average Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$	1,422,436,315	56	0.13%			1.00
	COST (Capital) \$	1,422,588,115			0.13%		
	MONTHLY AVG Balance \$	1,567,878,785				0.12%	
	QUARTERLY AVG Balance \$	2,025,753,347					0.16%
	ANNUAL AVG Balance \$	1,644,412,597					
	BOOK Value \$	1,422,431,448					
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$	1,965,410,761	55	0.12%			1.00
	COST (Capital) \$	1,966,046,608			0.16%		
	MONTHLY AVG Balance \$	1,716,263,696				0.17%	
	QUARTERLY AVG Balance \$	1,674,823,702					0.19%
	ANNUAL AVG Balance \$	1,583,823,336					
	BOOK Value \$	1,965,116,830					
<u>Extended Fund</u>	MARKET Value \$	3,018,335,297	655	0.53%			1.00
	COST (Capital) \$	3,031,714,545			0.54%		
	MONTHLY AVG Balance \$	3,027,066,923				0.53%	
	QUARTERLY AVG Balance \$	3,025,081,476					0.62%
	ANNUAL AVG Balance \$	3,017,670,518					
	BOOK Value \$	3,023,362,621					
<b>ALLOCATION OF EXTENDED FUND</b>							
<u>Extended Fund</u> <u>OCIP Share</u>	MARKET Value \$	1,674,292,977	655	0.53%			1.00
	COST (Capital) \$	1,681,714,545			0.54%		
	MONTHLY AVG Balance \$	1,677,066,923				0.53%	
	QUARTERLY AVG Balance \$	1,675,081,476					0.62%
	ANNUAL AVG Balance \$	1,667,670,518					
	BOOK Value \$	1,677,081,671					
<u>OCEIP Share</u>	MARKET Value \$	1,344,042,320	655	0.53%			1.00
	COST (Capital) \$	1,350,000,000			0.54%		
	MONTHLY AVG Balance \$	1,350,000,000				0.53%	
	QUARTERLY AVG Balance \$	1,350,000,000					0.62%
	ANNUAL AVG Balance \$	1,350,000,000					
	BOOK Value \$	1,346,280,950					
<u>Modified Duration</u>		1.78					

- \* Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the Investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.
- \*\* Specific non pooled Investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the Inventory listing in Section VII of this report.
- \*\*\* The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.
- \*\*\*\* The Net Yield differs from the monthly average yield as it includes the Treasury administrative fees.

**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**BY INVESTMENT TYPE - By Percentage Holdings**  
 June 30, 2013



Orange County Investment Pool			
	In Thousands		%
CERTIFICATES OF DEPOSIT	\$ 88,970		2.87%
U.S. GOVERNMENT AGENCIES	2,572,360		83.07%
MONEY MARKET FUNDS	123,955		4.00%
MEDIUM - TERM NOTES	140,966		4.55%
MUNICIPAL DEBT	55,511		1.80%
U.S. TREASURIES	114,967		3.71%
	<u>\$ 3,096,729</u>		<u>100.00%</u>

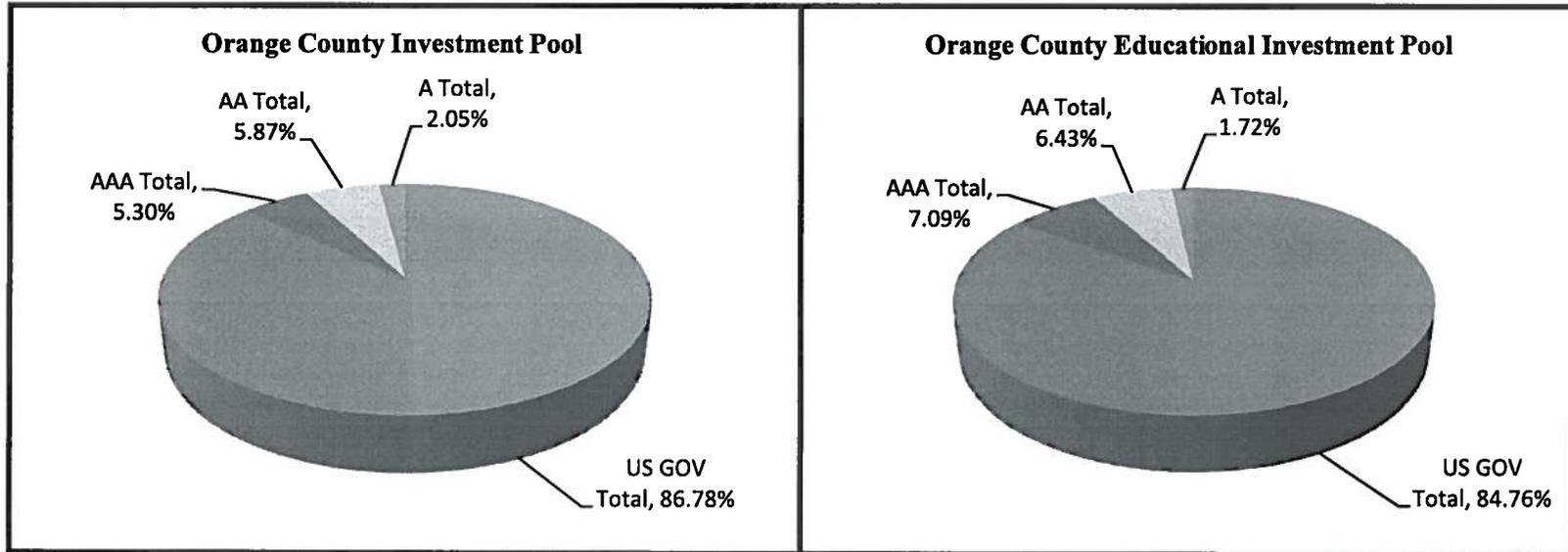
Orange County Educational Investment Pool			
	In Thousands		%
CERTIFICATES OF DEPOSIT	\$ 88,888		2.69%
U.S. GOVERNMENT AGENCIES	2,686,535		81.17%
MONEY MARKET FUNDS	189,741		5.73%
MEDIUM - TERM NOTES	181,363		5.48%
MUNICIPAL DEBT	44,562		1.35%
U.S. TREASURIES	118,364		3.58%
	<u>\$ 3,309,453</u>		<u>100.00%</u>

John Wayne Airport Investment Pool			
	In Thousands		%
CERTIFICATES OF DEPOSIT	\$ 3,999		8.04%
U.S. GOVERNMENT AGENCIES	36,856		74.13%
MONEY MARKET FUNDS	1,624		3.27%
MEDIUM - TERM NOTES	7,241		14.56%
U.S. TREASURIES	-		0.00%
	<u>\$ 49,720</u>		<u>100.00%</u>

Calculated Using Market Value at 06/30/2013

5.8 (8)

**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**CREDIT QUALITY BY MARKET VALUE**  
 June 30, 2013



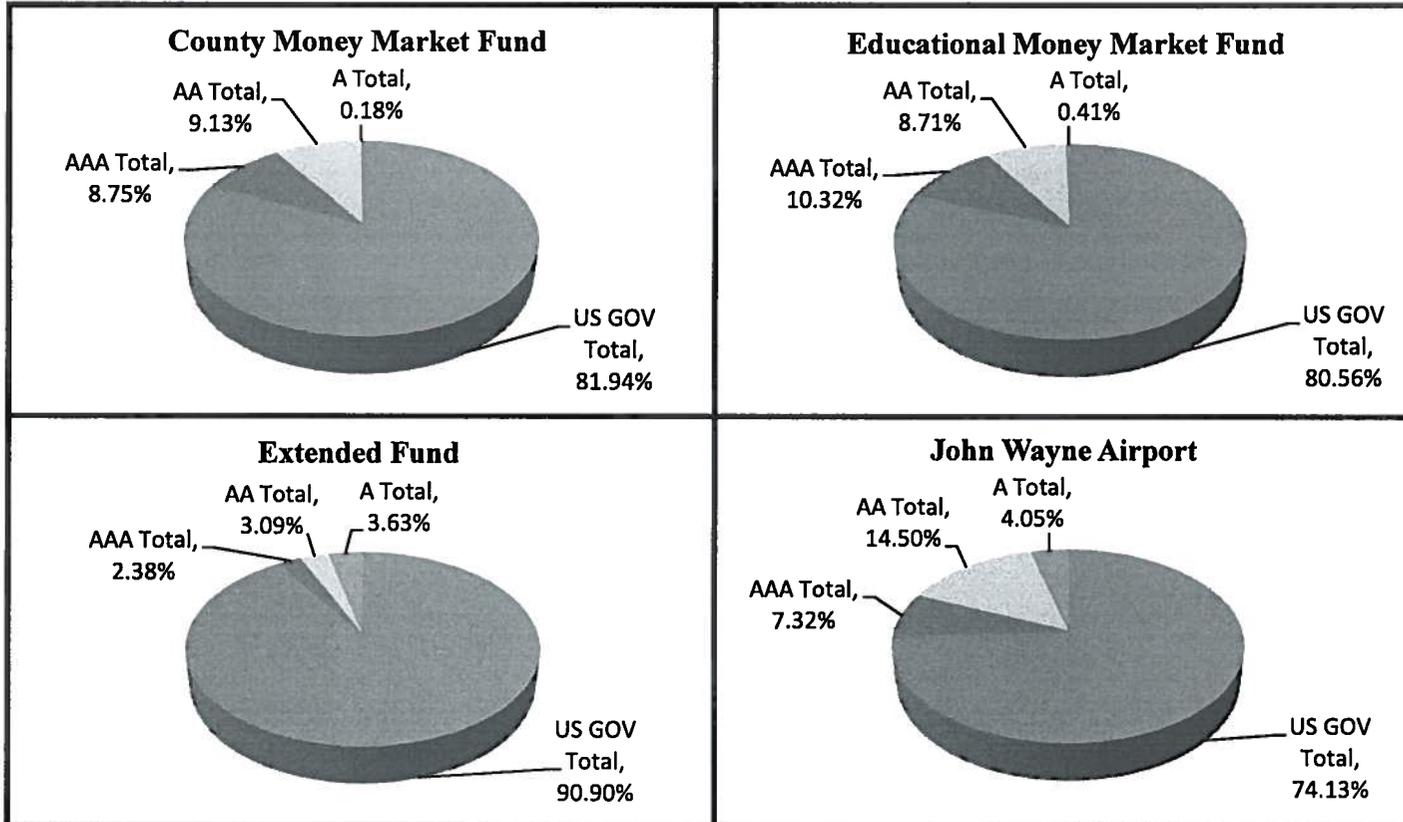
*US GOV Includes Agency & Treasury Debt*

*AA Includes AA+, AA- & AA*

*A Includes A+, A- & A*

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

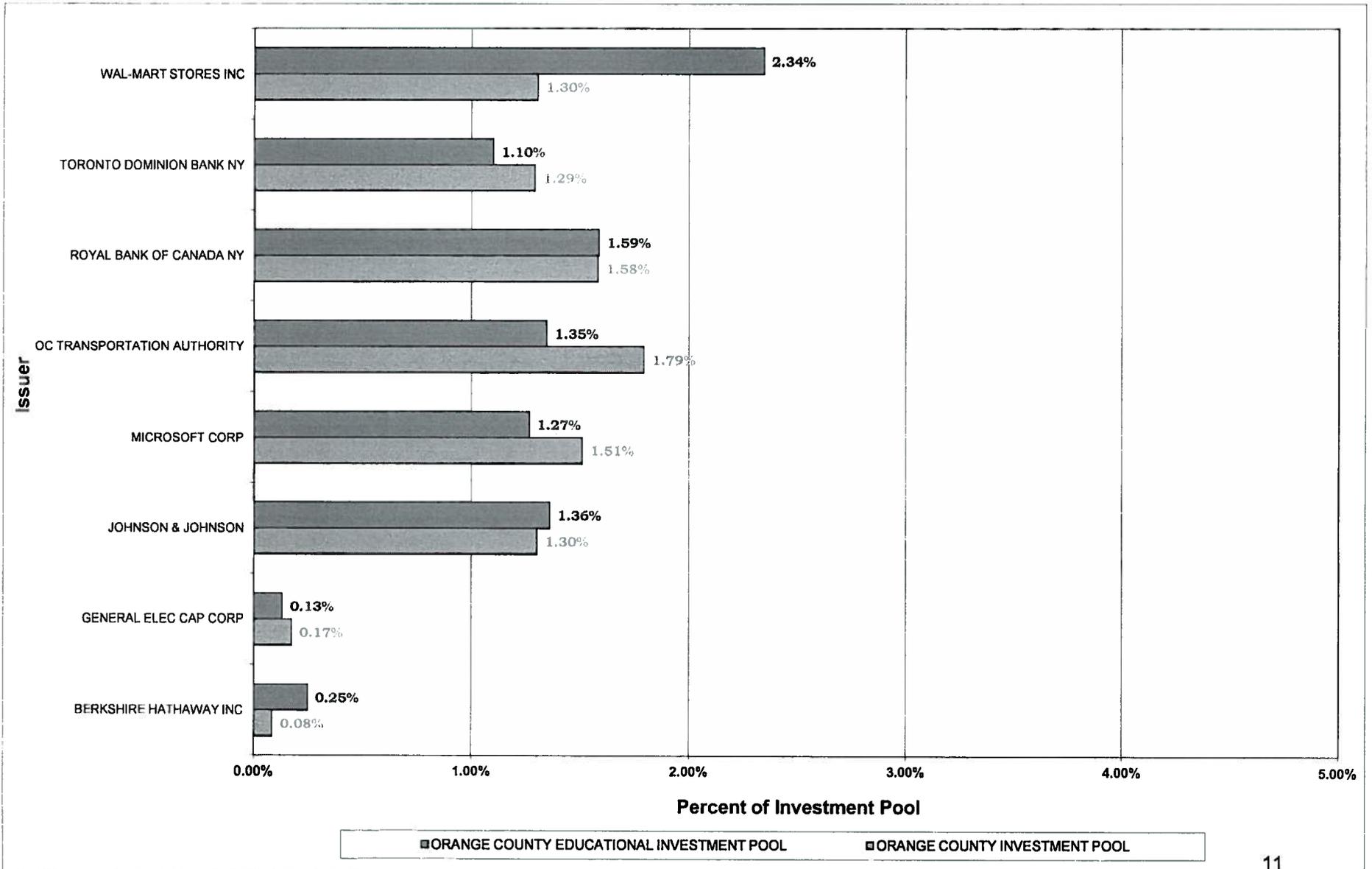
**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**CREDIT QUALITY BY MARKET VALUE**  
 June 30, 2013



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

5.8 (10)

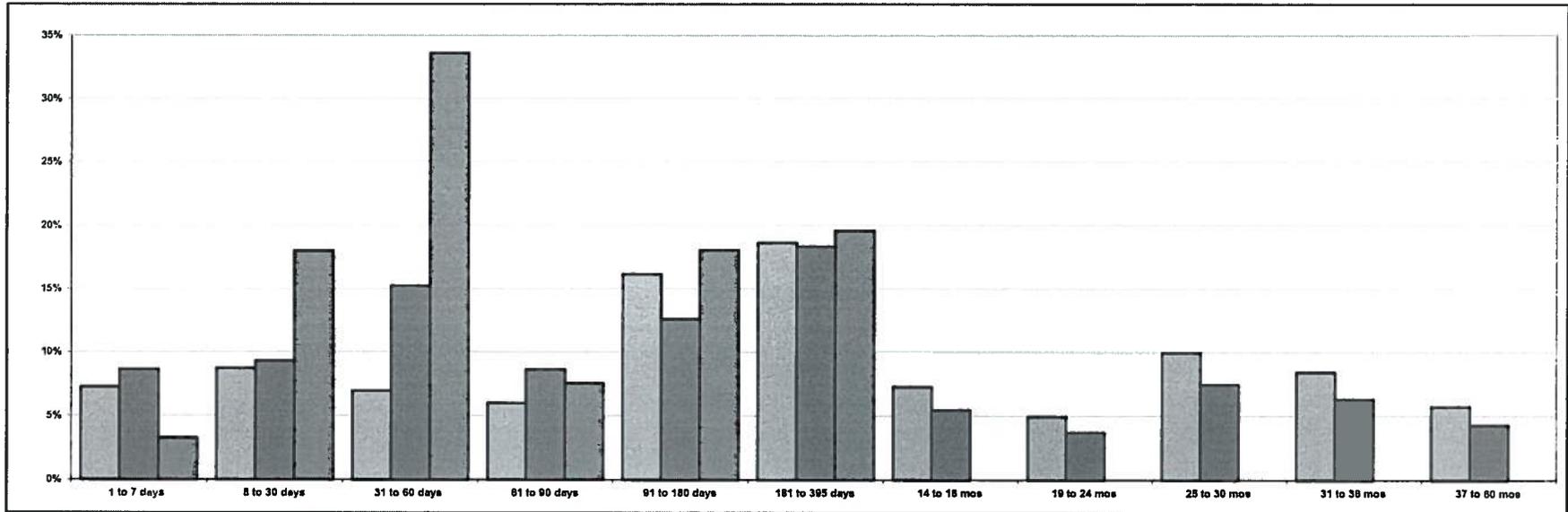
**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**ISSUER CONCENTRATION-By Investment Pool**  
 June 30, 2013



5.8(11)

**ORANGE COUNTY TREASURER - TAX COLLECTOR  
MATURITIES DISTRIBUTION**

June 30, 2013



ORANGE COUNTY INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 223,786	7.24%
8 TO 30 DAYS	269,707	8.72%
31 TO 60 DAYS	214,849	6.95%
61 TO 90 DAYS	185,525	6.00%
91 TO 180 DAYS	499,155	16.14%
181 TO 395 DAYS	576,212	18.63%
14 TO 18 MONTHS	225,217	7.28%
19 TO 24 MONTHS	152,545	4.93%
25 TO 30 MONTHS	308,048	9.96%
31 TO 36 MONTHS	260,822	8.43%
37 TO 60 MONTHS	176,970	5.72%
<b>TOTAL</b>	<b>\$ 3,092,836</b>	<b>100.00%</b>

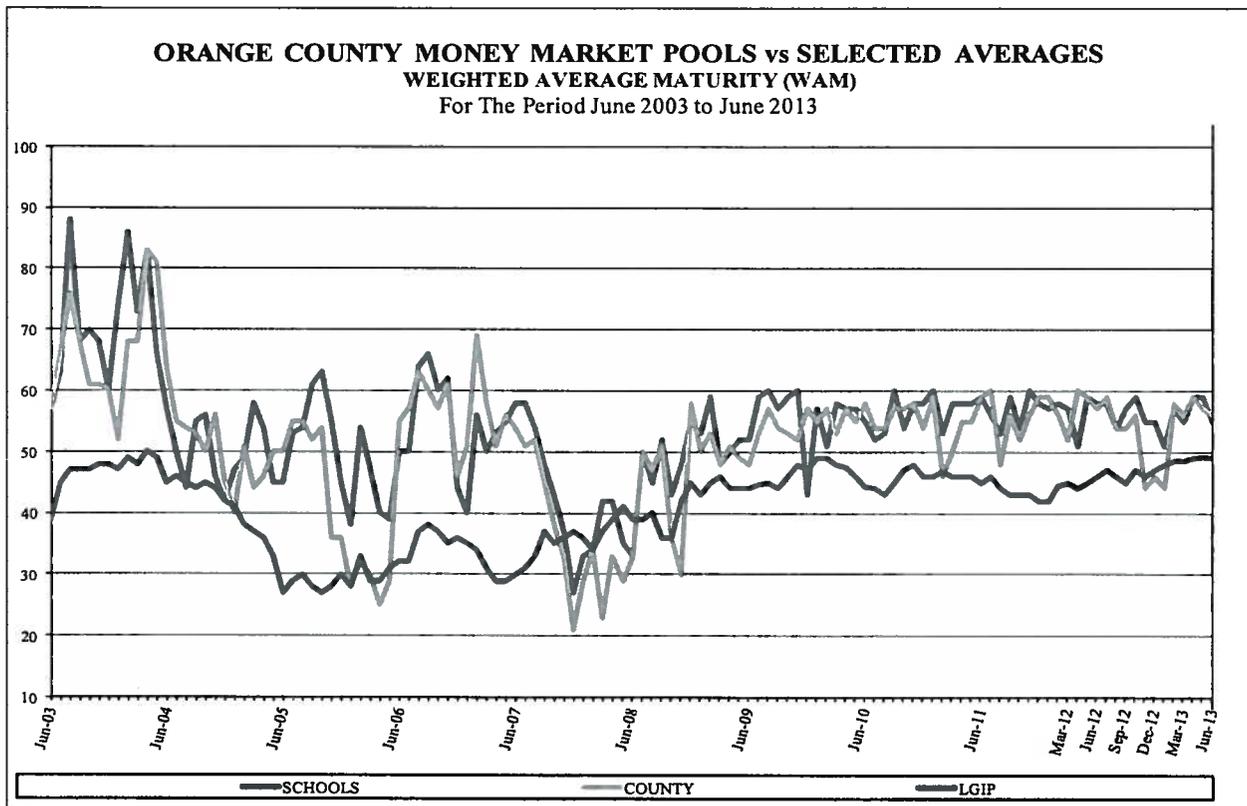
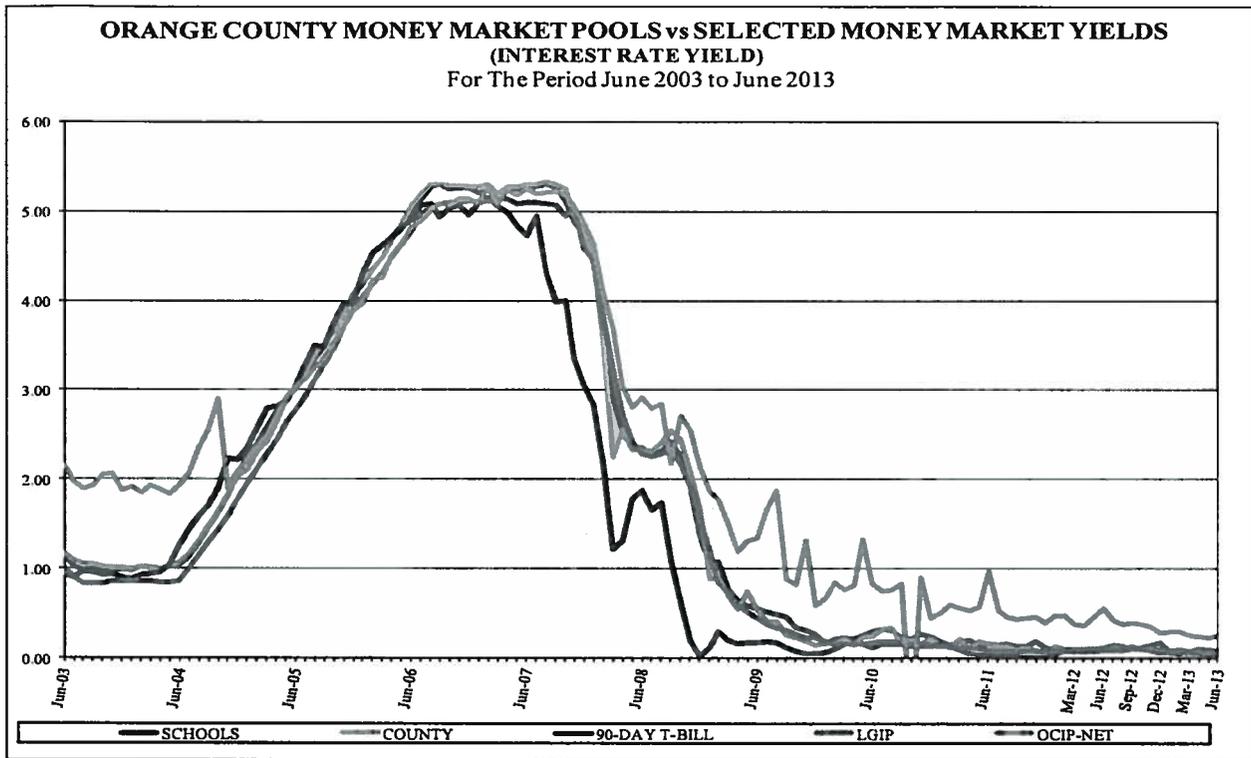
ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 284,739	8.62%
8 TO 30 DAYS	307,303	9.30%
31 TO 60 DAYS	502,650	15.21%
61 TO 90 DAYS	285,260	8.63%
91 TO 180 DAYS	416,930	12.62%
181 TO 395 DAYS	605,788	18.32%
14 TO 18 MONTHS	180,793	5.47%
19 TO 24 MONTHS	122,455	3.71%
25 TO 30 MONTHS	247,287	7.48%
31 TO 36 MONTHS	209,375	6.34%
37 TO 60 MONTHS	142,063	4.30%
<b>TOTAL</b>	<b>\$ 3,304,643</b>	<b>100.00%</b>

JOHN WAYNE AIRPORT INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 1,624	3.28%
8 TO 30 DAYS	8,905	17.97%
31 TO 60 DAYS	16,650	33.58%
61 TO 90 DAYS	3,750	7.57%
91 TO 180 DAYS	8,935	18.03%
181 TO 395 DAYS	9,700	19.57%
<b>TOTAL</b>	<b>\$ 49,564</b>	<b>100.00%</b>

Maturity Limits Are In Compliance With The Orange County Treasurer's Investment Policy Statement

Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date.

At 06/30/2013, Floating Rate Notes comprise 13.45%, 13.70%, and 35.27% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Pool respectively.



- LGIP: Standard and Poors Local Government Investment Pool
- As of June 30, 2013: LGIP -0.06; LGIP WAM -49; 90-Day T-Bill - 0.04

**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**INVESTMENT POOL YIELDS**

July 1, 2012 - June 30, 2013

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<b>Current Month - June 2013</b>				
County Pool - Money Market Fund	\$ 1,422,436,315	\$ 162,341	0.13%	56
Educational Pool - Money Market Fund	\$ 1,965,410,761	\$ 232,017	0.16%	55
Extended Fund	\$ 3,018,335,297	\$ 1,343,357	0.54%	655
<b>May 2013</b>				
County Pool - Money Market Fund	\$ 1,751,637,453	\$ 193,558	0.12%	57
Educational Pool - Money Market Fund	\$ 1,765,877,752	\$ 249,444	0.17%	59
Extended Fund	\$ 3,021,491,404	\$ 1,287,435	0.50%	618
<b>April 2013</b>				
County Pool - Money Market Fund	\$ 2,003,879,874	\$ 258,923	0.12%	59
Educational Pool - Money Market Fund	\$ 1,849,615,014	\$ 230,688	0.18%	59
Extended Fund	\$ 3,022,972,361	\$ 1,330,367	0.54%	578
<b>March 2013</b>				
County Pool - Money Market Fund	\$ 1,753,914,514	\$ 161,611	0.12%	56
Educational Pool - Money Market Fund	\$ 1,397,467,217	\$ 198,142	0.15%	55
Extended Fund	\$ 3,015,558,970	\$ 1,397,835	0.54%	570
<b>February 2013</b>				
County Pool - Money Market Fund	\$ 1,592,240,281	\$ 192,434	0.17%	58
Educational Pool - Money Market Fund	\$ 1,534,522,480	\$ 172,140	0.13%	57
Extended Fund	\$ 3,018,646,263	\$ 1,444,641	0.62%	530
<b>January 2013</b>				
County Pool - Money Market Fund	\$ 1,454,442,940	\$ 245,613	0.17%	44
Educational Pool - Money Market Fund	\$ 1,821,642,718	\$ 238,895	0.14%	51
Extended Fund	\$ 3,016,807,055	\$ 1,597,022	0.62%	506
<b>December 2012</b>				
County Pool - Money Market Fund	\$ 2,026,132,533	\$ 298,822	0.15%	46
Educational Pool - Money Market Fund	\$ 2,115,131,168	\$ 343,812	0.25%	55
Extended Fund	\$ 3,026,934,236	\$ 1,470,923	0.57%	495
<b>November 2012</b>				
County Pool - Money Market Fund	\$ 1,694,693,385	\$ 236,191	0.19%	44
Educational Pool - Money Market Fund	\$ 1,285,929,260	\$ 213,533	0.22%	55
Extended Fund	\$ 3,009,903,441	\$ 1,621,046	0.65%	505
<b>October 2012</b>				
County Pool - Money Market Fund	\$ 1,239,130,934	\$ 196,530	0.19%	56
Educational Pool - Money Market Fund	\$ 1,235,518,813	\$ 237,143	0.20%	59
Extended Fund	\$ 3,013,746,862	\$ 1,750,758	0.68%	530
<b>September 2012</b>				
County Pool - Money Market Fund	\$ 1,229,772,834	\$ 214,205	0.21%	54
Educational Pool - Money Market Fund	\$ 1,480,321,490	\$ 466,226	0.18%	57
Extended Fund	\$ 3,013,882,683	\$ 1,754,603	0.71%	541
<b>August 2012</b>				
County Pool - Money Market Fund	\$ 1,293,999,505	\$ 206,971	0.20%	54
Educational Pool - Money Market Fund	\$ 1,625,037,760	\$ 242,467	0.18%	54
Extended Fund	\$ 3,011,043,620	\$ 1,800,718	0.70%	580
<b>July 2012</b>				
County Pool - Money Market Fund	\$ 1,252,282,597	\$ 236,503	0.20%	59
Educational Pool - Money Market Fund	\$ 1,626,743,213	\$ 201,553	0.17%	58
Extended Fund	\$ 3,011,832,400	\$ 1,940,911	0.76%	610
<b>Fiscal Year July 1, 2012 - June 30, 2013</b>				
	<b>Average Month End Market Value Balance</b>	<b>Interest Income: YTD</b>	<b>YTD Gross Yield</b>	<b>YTD Average</b>
Orange County Investment Pool	\$ 3,226,862,798	\$ 12,957,761	0.40%	317
Orange County Educational Investment Pool	\$ 2,991,381,818	\$ 11,287,728	0.39%	17 285

**ORANGE COUNTY TREASURER-TAX COLLECTOR  
CASH AVAILABILITY PROJECTION  
FOR THE SIX MONTHS ENDING DECEMBER 31, 2013**

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is relying exclusively on historical activity involving deposits and disbursements and future cash flow projections. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending December 31, 2013, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

<b>ORANGE COUNTY INVESTMENT POOL</b>				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2013 - Ending Cash				\$ 8,276,888
July	\$ 370,437,013	\$ 365,452,383	\$ 582,208,444	161,957,840
August	292,931,794	433,737,572	415,041,727	473,585,480
September	214,188,974	294,954,728	407,858,894	574,870,288
October	361,720,135	476,219,615	398,967,483	1,013,842,554
November	75,335,587	1,060,518,806	790,406,340	1,359,290,608
December	254,410,410	2,060,660,052	1,596,339,083	2,078,021,987

<b>ORANGE COUNTY EDUCATIONAL INVESTMENT POOL</b>				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2013 - Ending Cash				\$ 10,415,533
July	\$ 472,888,622	\$ 649,573,413	\$ 424,925,367	707,952,201
August	438,177,758	294,307,205	381,731,242	1,058,705,922
September	179,669,924	360,138,175	469,142,951	1,129,371,071
October	91,265,208	252,074,278	528,202,396	944,508,160
November	62,603,794	505,150,904	487,457,138	1,024,805,721
December	105,406,790	1,099,605,216	338,048,800	1,891,768,927

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**STATEMENT OF ACCOUNTABILITY**  
**FOR THE MONTH, QUARTER AND FISCAL YEAR ENDED: JUNE 30, 2013**

	<u>Month</u>	<u>Quarter</u>	<u>Year</u>
<b>Treasurer's Accountability at the Beginning of the Period:</b>	<u>\$6,601,881,065</u>	<u>\$6,316,520,826</u>	<u>\$5,922,767,746</u>
<b>Cash Receipts:</b>			
County	331,335,772	2,745,233,189	9,223,525,543
Schools	<u>732,308,559</u>	<u>2,237,950,054</u>	<u>6,865,376,716</u>
<b>Total Cash Receipts</b>	<u>1,063,644,331</u>	<u>4,983,183,244</u>	<u>16,088,902,259</u>
<b>Cash Disbursements:</b>			
County	649,456,351	3,100,982,643	9,211,857,163
Schools	<u>526,028,993</u>	<u>1,711,687,156</u>	<u>6,303,794,151</u>
<b>Total Cash Disbursements</b>	<u>1,175,485,343</u>	<u>4,812,669,798</u>	<u>15,515,651,314</u>
<b>Net Change In Book Value of Pooled Assets</b>	(111,841,012)	170,513,445	573,250,944
<b>Net Increase (Decrease) in Specific Investments</b>	<u>15,486</u>	<u>3,021,268</u>	<u>(5,963,151)</u>
<b>Treasurer's Accountability at the End of the Period:</b>	<u>\$6,490,055,539</u>	<u>\$6,490,055,539</u>	<u>\$6,490,055,539</u>
 <b>Assets in the Treasury at the end of the period:</b>			
O.C. Investment Pool			\$3,104,282,660
O.C. Educational Investment Pool			3,316,046,608
Non Pooled Investments - John Wayne Airport			49,841,418
Non Pooled Investments - Other			1,192,431
Cash in banks - County			8,240,261
Cash in banks - Schools			10,415,533
Cash in vault			<u>36,628</u>
			<u>\$6,490,055,539</u>



**JOHN CHIANG**  
**California State Controller**

**LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE**

**Agency Name** RANCHO SANTIAGO COMM COLL DST  
**Account Number** 75-30-010

As of 07/15/2013, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2013.

<b>Earnings Ratio</b>		.00000667321954799
<b>Interest Rate</b>		0.24%
<b>Dollar Day Total</b>	<b>\$</b>	13,664,654.92
<b>Quarter End Principal Balance</b>	<b>\$</b>	150,177.12
<b>Quarterly Interest Earned</b>	<b>\$</b>	91.19

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Amendment to Communications Site Lease Agreement at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

The District has an existing site lease agreement with Nextel of California, Inc. (Nextel) dated February 27, 2001 for the installation of a cell tower and antenna for the receipt and transmission of wireless communications signals at Santa Ana College Dunlap Hall Building "D". Subsequently, the agreement was amended in December 2009 to allow the assignment of rights by Nextel for sublease, license, and transfer of use to other entities.

**ANALYSIS:**

The attached amendment No. 3, dated June 18, 2013, acknowledges Nextel's right to assign its agreement to Sprint PCS Assets, LLC (Sprint). Sprint shall then assume all performance, liabilities and obligations under the agreement.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the attached Amendment to Communications Site Lease Agreement at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: August 19, 2013
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	



Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650  
Toll Free: (800) 357-7641  
Facsimile: (913) 523-9735  
Email: [LandlordSolutions@Sprint.com](mailto:LandlordSolutions@Sprint.com)

June 18, 2013

**Via UPS # 1ZA900V70201831306**

Attn: Director of Facilities Planning  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

**Re: Consent to Assignment**  
**Agreement:** Communications Site Lease Agreement (Building) dated 2/27/2001  
**Landlord:** Rancho Santiago Community College District  
**Tenant:** Nextel of California, Inc.  
**Nextel Site ID:** CA7001  
**Sprint Site ID:** OG25XC048  
**Site Address:** 1530 West 17<sup>th</sup> Street, Santa Ana, CA 92706

To Whom It May Concern:

Pursuant to Section 15 of the Communications Site Lease Agreement dated February 27, 2001 ("Agreement"), by and between Rancho Santiago Community College District, (Landlord) and Nextel of California, Inc. (Tenant), Nextel requests your consent to assign the Agreement to Sprint PCS Assets, LLC.

Sprint PCS Assets, LLC and Nextel of California, Inc. are both wholly owned members of the same controlled group: Sprint Nextel Corp., so Nextel has the right, under the Agreement, to assign the Agreement to Sprint.

Please indicate your consent by signing below by signing below and return this original document back to me. The second original should be retained for your records. For your convenience, enclosed please find a self-addressed, stamped envelope. If you require additional information, please feel free to contact our Landlord Solutions team toll-free at (800) 357-7641.

Thank you for your cooperation in this matter.

Sincerely,



Francine Atkins  
Real Estate Manager

**LANDLORD CONSENT:**

Landlord hereby consents to the assignment of the Agreement by Nextel to Sprint PCS Assets, LLC. As of the effective date of such assignment, Nextel of California shall be relieved of, and Sprint PCS Assets, LLC shall assume, all performance, liabilities and obligations under the Agreement.

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

Title: Vice Chancellor

Name: Peter Hardash

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

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Awarding Boiler Replacement projects at Santa Ana College and Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On December 10, 2012, the Board approved a creation of a pool of qualified Energy Service Companies (ESCO) for the purpose of improving energy efficiency and ensuring the mechanical systems are functioning properly in buildings throughout the District under the rules of California Government Code Section 4217.10 through 4217.18. This project replaces multiple non-compliant boilers with more energy efficient boilers and qualifies as an acceptable energy project under this rule. Therefore, the Request for Proposal (RFP) was sent to the four pre-qualified companies to replace the multiple boilers at Santa Ana and Santiago Canyon Colleges.

**ANALYSIS:**

Out of the four solicitations sent, two proposals were received on Monday, August 5, 2013 for replacement of five boilers at Santa Ana College and one boiler at Santiago Canyon College. The lowest responsible bidder was ACCO Engineering Systems with a base bid in the amount of \$337,000. Due to disparity of bid amount, staff has verified with ACCO Engineering Systems that their bid includes the scope of work detailed in the plans and specifications.

District staff has provided a due diligence review of the lowest responsive bidder, ACCO Engineering Systems and it has verified they have the appropriate license, properly completed the Bid form, and found no record of labor complaints.

**RECOMMENDATION:**

It is recommended that the Board of Trustees award the Boiler Replacement project to ACCO Engineering Systems as presented.

Fiscal Impact:	\$337,000	Board Date: August 19, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facilities Planning & District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



**2323 North Broadway**  
**Santa Ana, CA 92706-1640**

# FACILITY PLANNING

## BID RESULTS

LOCATIONS: SCC/SAC		PROJECT: Boiler Replacement RFP		DUE DATE: August 5, 2013	
BIDDER	BASE BID AMOUNT	BIDDER	BASE BID AMOUNT		
ACCO Engineering Systems 6265 San Fernando Road Glendale, CA 91201	\$337,000				
Southland Industries 7390 Lincoln Way Garden Grove, CA 92841	\$535,000				

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Change Order #4, 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**

During the course of construction for the project, the contractor has had to undertake additional soils mitigation work due to unsuitable existing soil conditions. The majority of the change order costs are associated with this scope of work.

Change Order #4 increases the contract by \$280,549. The revised contract amount is \$5,549,485. Staff was able to negotiate a savings of \$176,220. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 5.46% 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 #4, Bid #1180 for WoodCliff Corporation perimeter site improvements at Santa Ana College as presented.

Fiscal Impact:	\$280,549	Board Date: August 19, 2013
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	

<h1 style="margin: 0;">CHANGE ORDER</h1>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	Santa Ana College - Perimeter Site Improvements	Bid No. <i>1180</i>	P.O. # <i>13-BP000260</i>
		D.S.A. No. #04-112268	
Contractor:	<i>WoodCliff Corporation</i>	Change Order No. <b>04</b>	
Architect:	<i>Westberg-White, Inc.</i>	Date: <i>July 26, 2013</i>	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$5,137,000.00
Previous Change Orders	\$131,936.00	
This Change Order	\$280,549.00	
Total Change Orders		\$412,485.00
Revised Contract Amount		\$5,549,485.00
Previous Time Extensions	3 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		3 calendar days
Original Completion Date		December 31, 2013
Revised Contract Completion Date		January 3, 2014
RSCCD Board Approval Date		August 19, 2013

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

# Board Change Order Summary

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

Project: <i>Santa Ana College - Perimeter Site Improvements</i>	Bid No. <i>1180</i>	P.O. # <i>13 BP-000260</i>
	D.S.A. No. <i>#04-112268</i>	
Contractor: <i>WoodCliff Corporation</i>	Change Order No. <i>4</i>	
Architect: <i>Westberg-White, Inc.</i>	Date: <i>July 26, 2013</i>	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><b>DESCRIPTION:</b> The existing soils on site (phase 2) are not suitable for backfill. The Soils Engineer approved removing the existing soil and replacing it with Crushed Miscellaneous Base (CMB), to meet soils requirements. (Original Quote \$258,056.00)</p> <p><b>REASON:</b> To meet standards as outlined by Soils Engineer.</p> <p><b>REQUESTOR:</b> Soils Engineer</p> <p><b>TIME EXTENSION:</b> 0 calendar days</p>		\$132,726.00
2.0	<p><b>DESCRIPTION:</b> Remove, protect and reinstall existing security cameras and sensors in parking lot 3.</p> <p><b>REASON:</b> Per contract the existing light pole is to be demolished. Security cameras and sensors attached to the pole need to be protected for re-installation.</p> <p><b>REQUESTOR:</b> Architect</p> <p><b>TIME EXTENSION:</b> 0 calendar days</p>		\$2,823.00
3.0	<p><b>DESCRIPTION:</b> The existing soils on site (phase 3) are not suitable for backfill. The Soils Engineer approved blending the onsite soils with clean sand at a ratio of 1:4, to meet soils requirements. (Original Quote \$195,890.00)</p> <p><b>REASON:</b> To meet standards as outlined by Soils Engineer.</p> <p><b>REQUESTOR:</b> Soils Engineer</p> <p><b>TIME EXTENSION:</b> 0 calendar days</p>		\$145,000.00
Sub-Total		\$0.00	\$280,549.00
Total			\$280,549.00

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Notice of Completion: Bid #1179 – Installation of Synthetic Turf for the New Soccer and Sports Facilities at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

The District issued a contract to FieldTurf USA, Inc. to provide and complete the installation of synthetic turf for the new soccer field and football facilities at Santa Ana College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was deemed substantially complete on July 17, 2013. Total cost of synthetic turf and installation for soccer field was \$556,984.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the installation of synthetic turf for the new soccer field and sports facilities at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: August 19, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

**GOVERNMENT CODE 6103**

**AND WHEN RECORDED MAIL TO:**

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## **NOTICE OF COMPLETION**

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17<sup>th</sup> Street, Santa Ana, California, caused improvements to be made to the property to wit: Bid No. 1179 – Installation of Synthetic Turf for New Soccer Field and Football Facilities, the contract for the doing of which was heretofore entered into on the 17<sup>th</sup> day of January, 2012, which contract was made with FieldTurf USA Inc. P.O.12-P0021366, as contractor; that said improvements were completed on the 17<sup>th</sup> day of July 2013, and accepted by formal action of the governing Board of said District on the 19<sup>th</sup> day of August, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Federal Insurance Company.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California     )  
                                      §  
County of Orange     )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

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

Executed at \_\_\_\_\_ California, on

\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Adoption of Resolution No. 13-32 – Landscaping for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

**BACKGROUND:**

On August 20, 2012, the Board of Trustees awarded a contract to Marina Landscape Inc. for Bid No. 1198, landscaping for the Humanities Building at Santiago Canyon College.

**ANALYSIS:**

Resolution No. 13-32 and Change Order #1 as outlined, increases the contract by \$39,295. These costs are associated with implementation of work for compliance with the Storm Water Pollution Prevention Program. The revised contract amount is \$177,985. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 28.33% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 13-32, Marina Landscape Inc. for Bid #1198, landscaping for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$39,295	Board Date: August 19, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO MARINA  
LANDSCAPE FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO CANYON  
COLLEGE HUMANITIES BUILDING**

**RESOLUTION NO.** 13-32

**WHEREAS**, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, (“Project”) to Marina Landscaping Inc. (“Contractor”);

**WHEREAS**, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) for Storm Water Pollution Prevention Program maintenance as more fully set forth in Exhibit “A”;

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

**WHEREAS**, the total cost for the Change Order is \$39,295 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

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

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

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

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Rancho Santiago Community College District this 19<sup>th</sup> of August, 2013, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

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

\_\_\_\_\_  
President of the Board of Trustees  
Rancho Santiago Community College District

I, Lawrence R. Labrado, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 19<sup>th</sup> day of August, 2013, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 19<sup>th</sup> day of August, 2013.

\_\_\_\_\_  
Clerk of the Board of Trustees  
Rancho Santiago Community College District

**EXHIBIT "A"**

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

<b>CHANGE ORDER</b>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1198	P.O. # 13-P0024312
Contractor: Marina Landscape Inc.	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	1	
	Date:	July 29, 2013	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$138,690.00
Previous Change Orders	\$0.00	
This Change Order	\$39,295.00	
Total Change Orders		\$39,295.00
Revised Contract Amount		\$177,985.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 4, 2011
Revised Contract Completion Date		September 4, 2011
RSCCD Board Approval Date		August 19, 2013

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

# Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building		Bid No. 1198	P.O. # 13-P0024312
Contractor: Marina Landscape Inc.		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 1	
		Date: July 29, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Storm Water Pollution Prevention Program maintenance: This includes cleaning &amp; replacement of gravel bags , catch basin inlets, parking lot &amp; areas all around the Humanities building. This is an amendment to the existing contract with the District.</p> <p><u>REASON:</u> Needed to continue Storm Water Pollution Prevention Program maintenance and meet requirements of the Storm Water Pollution Prevention Program Notice Of Termination. Serious penalties would be incurred by the District if Storm Water Pollution Prevention Program is not maintained.</p> <p><u>REQUESTOR:</u> District SWPPP consultant</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$37,039.00
3.0	<p><u>DESCRIPTION:</u> Hydroseed to prevent erosion on the south side of Humanities project</p> <p><u>REASON:</u> This was due to Strom Water Pollution Prevention Program inspector recommendations to meet requirements of Storm Water Pollution Prevention Program.</p> <p><u>REQUESTOR:</u> District SWPPP consultant</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$2,256.00
Sub-Total		\$0.00	\$39,295.00
Total			\$39,295.00

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Waiver and Release Agreement – Landscaping for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

**BACKGROUND:**

On June 20, 2011, the Board of Trustees awarded a contract to Tropical Plaza Nursery Inc. for Bid #1134, landscaping for the Humanities Building at Santiago Canyon College. Tropical Plaza Nursery Inc. was a contractor that replaced the original contractor, Sierra Landscaping due to a default on the contract for the Humanities Project at Santiago Canyon College landscaping services.

**ANALYSIS:**

The Board of Trustees recently approved Change Order #6 with Tropical Plaza Nursery Inc. at the last meeting held on July 22, 2013, which included \$39,000 for additional work for the Humanities Building project at the Santiago Canyon College. The total change order amount was \$42,366.46. As part of this change order, the District was able to retain a release and waiver agreement at the recommendation of our legal counsel, Hugh Lee from Atkinson, Andelson, Loya, Ruud & Romo.

The original amount in dispute was \$100,000 but was reduced through negotiations with the District to \$39,000. By way of execution of this agreement, Tropical Plaza Nursery Inc. releases and forever discharges the District for future claims associated with this change order amount. The Agreement has been executed and had been accepted by Tropical Plaza Nursery Inc. prior to the change order approval but staff was not able to get a copy of the executed agreement in time for the July 22, 2013 meeting. Staff is hereby presenting the agreement to the Board for approval.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the waiver and release agreement with Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: August 19, 2013
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	

## RELEASE AND WAIVER AGREEMENT

This Release and Waiver Agreement (“Agreement”) is made and entered into on this 19 day of July, 2013, by and between Tropical Plaza Nursery, Inc. (“Tropical”) and the Rancho Santiago Community College District (“District”). Tropical and the District are also referred to herein collectively as the “Parties”.

### RECITALS

A. On or about June 21, 2011, the Parties entered into an agreement (“Contract”) for the completion of all remaining work for Bid #1134- Landscape and Irrigation for the Humanities Building; Athletics and Aquatics Complex; Santiago Canyon Entry and Parking Lot; Chapman Entry and Roadway; and Loop Road Extension Projects at Santiago Canyon College (collectively, “Project”). A copy of the Contract is attached hereto as Exhibit “A”.

B. Disputes between the Parties have arisen related to the scope of work, claims of payment for additional work and other claims on the Project.

NOW THEREFORE, IN CONSIDERATION of the foregoing Recitals, and mutual understandings contained in this Agreement, and for other good and value consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. Payment by District and Acceptance by Tropical

Not later than 30 days after the Parties executing this Agreement and Change Order No. 6 attached hereto as Exhibit “B”, and approval of this Agreement and Change Order No. 6 by the District’s Board of Trustees, the District shall pay to Tropical the total sum of \$42,366.46 as set forth in Change Order No. 6. Tropical shall accept this amount as full and final payment for any and all costs and claims that have been, or could be raised by Tropical related in any manner to the Project.

2. Release & Waiver

Upon receipt of the amount set forth in Paragraph 1 above, Tropical hereby releases and forever discharges the District and its, governing Board, officers, directors, partners, employees, agents, representatives, servants, attorneys, consultants, successors, heirs, executors, administrators, and all other entities, persons, firms, associations, partnerships, insurers, architects, engineers or corporations connected with it, from and against any and all actions, causes of action, actual or potential claims, liabilities, demands, damages, losses, costs and expenses of any nature whatsoever, whether known or unknown, fixed or contingent arising out

of or in any way related to any and all costs and claims arising or in any manner related to the Project.

Tropical expressly, voluntarily and knowingly waives the application of California Civil Code §1542 which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

3. Attorneys' Fees & Costs

Each Party shall bear its own costs and attorneys' fees incurred and waive recovery against each other of all fees or costs.

4. Agreement Binding only on Parties

This Agreement shall be binding upon the Parties and their successors, assigns and heirs. This Agreement shall inure solely to the benefit of the Parties herein and shall not be and is not intended to be for the benefit for any persons, Parties or entities not a party to this Agreement.

5. Entire Agreement

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral concerning the subject matter herein. This Agreement may be amended only by a writing designated as an amendment signed and executed by the Parties herein.

6. Severability

The unenforceability or invalidity of any provision, portion or section of this Agreement shall not affect the enforceability or validity of the remaining portion of this Agreement or any part thereof.

7. Advice of Counsel

Each party acknowledges that it has entered into this Agreement freely and voluntarily and has had a full and complete opportunity to review this Agreement by themselves and with the advice of independent legal counsel of their own choosing. Any rule of contractual interpretation which provides that ambiguities in the document are to be construed against the drafting party shall not be employed or relied upon in interpreting this Agreement.

8. Governing Law

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

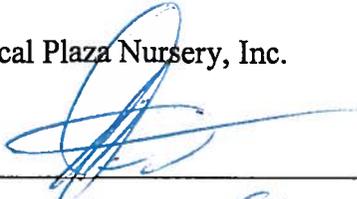
9. Execution in Counterparts

This Agreement may be executed in counterparts. Each of the counterparts when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto duly execute this Agreement on the date first set forth above.

Tropical Plaza Nursery, Inc.

Rancho Santiago Community College District

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

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

Name: Cisca Krebs

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

Title: President

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

**EXHIBIT "A & B"**

**Included in the agenda and available  
at the Facilities Office at  
2323 N. Broadway Santa Ana, CA 92706**

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

To: Board of Trustees	Date: August 19, 2013
Re: Approval of CMAS Contract #4-12-58-0071C to Axxess Video Corporation	
Action: Request for Approval	

**BACKGROUND**

The Santiago Canyon College (SCC) Humanities Building is completed and ready for audio visual equipment to be purchased and installed. A key component to the successful mediation of classrooms, auditoriums and conference rooms is the Media Control System manufactured by Crestron Electronics, Inc. (Crestron). Crestron equipment simplifies use of technology in the classroom by providing a single touch-panel to control, operate and monitor all media and technology devices. This allows technology to enhance curriculum. In addition, ITS and Media Services will have remote access to all forty-one (41) classrooms, auditoriums and conference rooms. The Crestron system communicates via the District network, allowing monitoring and simultaneous maintenance and updates of all systems. Crestron equipment and software was successfully deployed throughout the SCC Science Center and is used on a daily basis. Because of its ease of use and value-added benefits, the Crestron equipment is a college standard for audio video installations.

Axxess Video Corporation has a California Multiple Award Schedule (CMAS) contract, allowing us to purchase Crestron equipment, programming and installation services at a deeply discounted rate not only for this project but for AV projects District-wide. In order to utilize this contract, Board approval is required.

**ANALYSIS**

Procurement of the Crestron equipment, programming and installation services are available through one of the District's long-standing procurement mechanisms. This CMAS contract will be used not only for the Humanities Building at SCC but for future needs District-wide on an as-needed basis in accordance with the terms and conditions negotiated by the State. The contract meets all legal requirements allowing California community colleges to purchase Crestron equipment as well as a variety of other brands, programming and installation services through July 31, 2017.

Axxess Video Corporation specializes in AV installations, with many years of experience in the education environment. In addition, they have been helpful to SCC in minor design changes to enhance the system along with reviewing each classroom for installation issues. By using this CMAS contract, the District will save a minimum 42.5% off the manufacturer's list price plus an additional educational discounts ranging from .5% to 5.3% for this particular procurement.

Attached are excerpts related to CMAS Contract #4-12-58-0071C including Axxess Video Corporation's price proposal. A copy of the complete contract is available in the Purchasing Department for review.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the District's participation in CMAS Contract #4-12-58-0071C including renewals, extensions, modifications and supplements awarded to Axxess Video Corporation as presented.

<b>Fiscal Impact:</b>	<b>\$397,931.76 (initial order)</b>	<b>Date: August 19, 2013</b>
<b>Prepared by:</b>	<b>Tracey Conner-Crabbe, Director of Purchasing Services</b>	
<b>Submitted by:</b>	<b>Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services</b>	
<b>Recommended by:</b>	<b>Raúl Rodríguez, Ph.D., Chancellor</b>	

State of California  
**MULTIPLE AWARD SCHEDULE**  
**Access Video Corporation**

<b>CONTRACT NUMBER:</b>	<b>4-12-58-0071C</b>
<b>SUPPLEMENT NO.:</b>	N/A
<b>CMAS CONTRACT TERM:</b>	11/27/2012 through 7/31/2017
<b>CONTRACT CATEGORY:</b>	Non Information Technology Goods
<b>APPLICABLE TERMS &amp; CONDITIONS:</b>	August 2010
<b>MAXIMUM ORDER LIMIT:</b>	\$100,000
<b>FOR USE BY:</b>	State & Local Government Agencies
<b>BASE GSA SCHEDULE NO.:</b>	GS-03F-0094Y
<b>BASE SCHEDULE HOLDER:</b>	Access Video Corporation

This contract provides for the purchase and warranty of hardware and installation. (See page 2 for the specific brands, labor categories, and restrictions applicable to this contract.)

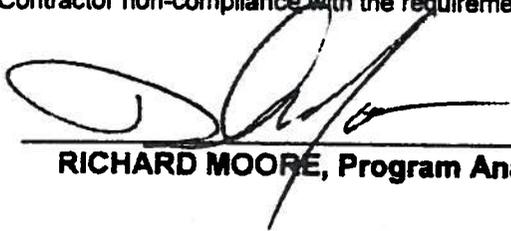
**NOTICE:** Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexisting.htm>. This requirement is not applicable to local government entities.

The services provided under this CMAS contract are only in support of the products covered by this CMAS contract.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.



Effective Date: **11/27/2012**  
**RICHARD MOORE, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ACCESS VIDEO CORPORATION  
CMAS NO. 4-12-58-0071C**

**CMAS PRODUCT & SERVICE CODES**

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Chief Manufacturing  
Brand-Crestron  
Brand-Draper  
Brand-JBL  
Brand-Middle Atlantic Products  
Boards-Electronic Whiteboard  
Display-System  
Projection-Screen  
Wire-Cable  
Wire-Communication Component  
Service-Installation

**CMAS BASE CONTRACT**

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-03F-0094Y (Access Video Corporation) with a GSA term of 4/27/2012 through 4/26/2017. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be mailed to the following address, or faxed to (949) 459-0695:

Access Video Corporation  
22431 Antinio Parkway, Suite 627  
Rancho Santa Margarita, CA 92688  
Attn: Theresa Robbins

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (949) 713-6865  
E-mail: [trobbsin@accessvideo.com](mailto:trobbsin@accessvideo.com)

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at [www.ftb.ca.gov/about/FTB/Delinquent\\_Taxpayers.shtml](http://www.ftb.ca.gov/about/FTB/Delinquent_Taxpayers.shtml).

The Board of Equalization's list is available at [www.boe.ca.gov/cgi-bin/delinq.cgi](http://www.boe.ca.gov/cgi-bin/delinq.cgi).

**CALIFORNIA SELLER'S PERMIT**

Access Video Corporation's California Seller's Permit No. is 100564282. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov).

**CONTRACT PRICES**

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

**DARFUR CONTRACTING ACT**

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at [www.documents.dgs.ca.gov/pd/pdproc/ARRATand%20C081009final.pdf](http://www.documents.dgs.ca.gov/pd/pdproc/ARRATand%20C081009final.pdf).

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

Contractor personnel shall have the experience, education and expertise as delineated in the CMAS contract.

**DELIVERY**

1-10 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**Proposal for:**



**Santiago Canyon College**

*Pathways to Success*

**Provided By: Axxess Video Corporation**

**Date Prepared: August 1, 2013**

**CMAS Labor and Hardware**

**NSP Labor and Hardware**

**Proposal Based on Axxess Video CMAS Contract**

**Axxess Video Corporation is a California Certified Small Business # 49158**

**Axxess Video is a 100% women owned organization**

**CMAS Schedule: CONTRACT NUMBER: 4-12-58-0071C**

**GSA Contract number: GSA GS-03F-0094Y**

**Low Voltage Contractor License # 857641**

**Theresa Robbins**

**[trobbins@axcessvideo.com](mailto:trobbins@axcessvideo.com)**

**Office: 949-635-6868**

**FAX: 949-459-0695**



Access Video Corporation  
Proposal for SCC August 1, 2013

**Project Cost Summary**

Labor includes CMAS and NSP labor to complete the project scope as outlined.  
required to complete the project scope as outlined in this proposal.

<b>Description</b>	<b>CMAS Totals</b>	<b>NSP Totals</b>
<b>Materials</b>		
<b>CMAS Crestron Materials</b>	<b>\$ 258,641.68</b>	
<b>CMAS Cables</b>	<b>\$ 21,106.99</b>	
<b>NSP Cables and Misc. Materials</b>		<b>7,908.09</b>
<b>Labor</b>		
<b>CMAS Labor</b>	<b>\$ 99,160.00</b>	
<b>NSP Labor</b>		<b>\$ 11,115.00</b>
<b>Project Total</b>	<b>\$ 378,908.67</b>	<b>\$ 19,023.09</b>
<b>\$ 397,931.76</b>		

*Pricing includes Tax and Freight*

CMAS Schedule: Contract Number 4-12-58-0071C

Access Video Corporation  
 Proposal for SCC August 1, 2013

CMAS Crestron Parts Pricing

Note: Pricing Includes 5 Year warranty, Shipping charges are included

to com	Contract	Qty	Unit	Part/Model#	Description	List Price	CMAS/GSA Price	District Price Ea	District Price Ext.
1	CMAS	41	EA	C2N-FT-TPS4-B	FlipTop Control Center with 3.6" Isys Touchpanel and Cable	1,900.00	1,110.27	1,053.27	43,184.07
2	CMAS	2	EA	CAM-IPTZ-101	Wide Angle PTZ Camera for Capture HD™	2,200.00	1,285.57	1,219.57	2,439.14
3	CMAS	2	EA	CAPTURE-HD-PRO	Crestron Capture HD™ High-Definition Capture Recorder with SDI	5,800.00	3,360.01	3,219.00	6,438.00
4	CMAS	2	EA	CAPTURE-TPMC-4SM-B-5	Touch Screen panel and Controller CAPTURE-HD, Black Smooth	1,100.00	642.79	609.79	1,219.58
5	CMAS	40	EA	DMPS-200-C	DigitalMedia™ Presentation System 200	7,000.00	4,090.45	3,880.45	155,218.00
6	CMAS	1	EA	DMPS-300-C	DigitalMedia™ Presentation System 300	8,000.00	4,055.19	4,434.00	4,434.00
7	CMAS	41	EA	FT-TPS4-FP-B	Replacement faceplate with custom engraving for 3.6" FlipTop	100.00	58.44	55.44	2,273.04
8	CMAS	2.00	EA	PWE-4803RU	PoE Injector, universal 100-250 Volts AC	100.00	58.44	55.44	110.88
9	CMAS	2.00	EA	TTK-4SM-B-S	TableTop Kit for TPMC-4SM(D) & TPCS-4SM(D), Black Smooth	200.00	116.87	110.87	221.74
10	CMAS	41.00	EA	DM-RMC-100-C	Receiver & Room Controller	900.00	525.92	504.00	20,664.00

Hardware Subtotal		\$ 236,202.45
Tax	8%	\$ 18,896.20
Freight	1.50%	\$ 3,543.04

Total CMAS Crestron Pricing \$ 258,641.69

CMAS Schedule: CONTRACT NUMBER: 4-12-58-0071C

Access Video Corporation  
Proposal for SCC August 1, 2013

**CMAS Cables and Misc. Materials Summary**

Labor includes CMAS and NSP labor to complete the project scope as outlined.

Item #	Contract	QTY	Part/Module	Description	List Price	GSA/CMAS Price	District Price	District Price Extended
1	CMAS	2	CBL-HD-LOCK-16	Crestron® Certified HDMI™ Interface Cable, 16 ft	130.00	64.28	61.99	123.98
2	CMAS	10	16-2C-PSH	COMMERCIAL 16/2 OASH CMP WHT	370.00	262.10	256.86	2,568.60
3	CMAS	2	CBL-HD-20	Crestron® Certified HDMI™ Interface Cable, 20 ft	100.00	58.44	57.27	114.54
4	CMAS	48	CBL-HD-LOCK-2	Crestron® Certified HDMI™ Interface Cable, 2 ft	50.00	29.22	27.64	1,326.72
5	CMAS	122	CBL-HD-LOCK-4	Crestron® Certified HDMI™ Interface Cable, 4 ft	70.00	35.06	31.34	3,823.48
6	CMAS	121	CBL-HD-LOCK-8	Crestron® Certified HDMI™ Interface Cable, 8 ft	90.00	46.75	44.34	5,365.14
7	CMAS	4	E-3.5SM-M-12	MOLDED 3.5 STEREO M-M 12' BLK	7.84	5.16	4.98	19.92
8	CMAS	41	E-3.5SM-M-6	MOLDED 3.5 STEREO M-M 6' BLK	5.26	3.48	3.41	139.83
9	CMAS	41	E-DB9F-F-NUL-10	MOLDED DB9 F-F NULL 10' BGE	10.44	6.77	6.63	272.02
10	CMAS	2	E-MVGAANM-M-12	MICRO VGA+3.5+LAN 12' BLK	58.80	40.96	40.14	80.28
11	CMAS	2	E-MVGAANM-M-25	MICRO VGA+3.5+LAN AWM 25' BLK	97.20	66.68	65.35	130.69
12	CMAS	42	E-VGAM-M-6	MOLDED VGA M-M CL2 6' BLK	22.60	15.48	15.17	637.16
13	CMAS	2	MPC-M5-W	Media Presentation Controller™ M5, white - 10 buttons; 1 RS-232, 1 IR, 2 Input, 2 relay; Ethernet only, no Cresnet; Requires PWE-4803RU or equivalent PoE power source.	650.00	379.83	372.23	744.47
14	CMAS	2	MP-WP131-W	Media Presentation Wall Plate - DB15HD Computer VGA w/Mini-TRS Stereo Audio, Breakout, White	90.00	52.59	51.54	103.08
15	CMAS	2	MP-WP152-W	Media Presentation Wall Plate - HDMI™, White	120.00	70.12	68.72	137.44
16	CMAS	2	P4263F	Fixed low-profile wall mount - Fits most 42"-63" displays - 200x200mm(min) - 815x525mm(max) - Black	110.00	69.56	68.17	136.34
17	CMAS	2	PCB-CSL1	Steel cable locking system - 18" security cable w/ steel chassis sleeve, cable looper & key cylinder lock	50.00	31.78	31.14	62.29
18	CMAS	41	PC-G1795-E-P-C	wall plate HDMI Pigtail, VGA, and 3.5mm TRS female pass through	91.00	44.01	43.13	1,768.32
19	CMAS	41	PPCESB075BL	CAT 5E PATCH CBL CMP 75' BLU	87.00	57.18	56.04	2,297.64
20	CMAS	3	AM300	Mount for flat panels up to 300	625.00	374.79	374.79	1,124.37

<b>CMAS Cable Sub Total</b>		<b>20,976.30</b>
Tax	8%	\$ 1,678.10
Freight	1.50%	\$ 314.64
<b>Sub Total CMAS and NSP</b>		<b>\$ 21,106.99</b>

**Cables and Misc. Materials**

Item #	Contract	QTY	Part/Module	Description	List Price	GSA/CMAS Price	District Price	District Price Extended
1	NSP	45	Miscellaneous Cables	Connectors, Tie Wraps, cables, wire mold as required	224.89	109.00	109.00	4,905.00
3	NSP	2	55LS460e	55" class (54.6" measured diagonally) LG EzSign TV	2,399.00	1,146.00	1,146.00	2,292.00
4	NSP	1	CAT6A-25	25 ft. Cat 6A Blue Color Shielded Stranded STP Cable	55.99	25.00	25.00	25.00

<b>NSP Material Sub-Total</b>		
Tax	8%	7,222.00
Freight	1.50%	\$ 577.76
<b>Sub Total NSP, Tax and Freight</b>		<b>\$ 108.33</b>
		<b>7,908.09</b>

<b>Total CMAS and NSP</b>		<b>\$ 29,015.00</b>
<i>Includes tax and freight</i>		

CMAS Schedule: CONTRACT NUMBER: 4-12-58-0071C

Access Video Corporation  
 Proposal for SCC August 1, 2013

**Labor Summary**

Labor includes CMAS and NSP labor to complete the project scope as outlined.

CMAS LABOR Summary	Total Labor Hours	Hourly Rate By Category	Total Cost By Category
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AV Tech	511.00	\$ 95.00	\$ 48,545.00
Lead AV Tech	130.00	\$ 125.00	\$ 16,250.00
Project manager	130.00	\$ 145.00	\$ 18,850.00
Programmer	107.00	\$ 145.00	\$ 15,515.00

**Sub Total CMAS Labor** **\$ 99,160.00**

NSP LABOR Summary	Total Labor Hours	Hourly Rate By Category	Total Cost By Category
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AV Tech	117.00	\$ 95.00	\$ 11,115.00
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**Sub Total NSP Labor** **\$ 11,115.00**

**Total Labor** **\$ 110,275.00**

*Note All rates are according CMAS/GSA schedule*

CMAS Schedule: CONTRACT NUMBER: 4-12-58-0071C

**Programming Scope of Work**

**Labor Includes CMAS and NSP labor to complete the project scope as outlined.**

**Programming Scope of Work**

Provide programming for standard rooms with the following sources. Program to integrate into the campus existing room view.

Panel layout will match existing panel (with the addition of an HDMI Source Button for future.)

Set up Test room to program and test code to be signed off by customer

Revision: Use existing graphics provided by RSCC to build project

**Sources**

- Blu Ray
- Classroom Computer
- Portable Computer
- HDMI In Flip Top
- Future HDMI for Crestron Media Share or other
- Doc Cam

**Outputs**

Program DMPS to output to both the Projector and when connected the Capture Cart

**Projector**

Manufacturer	Model #	Description
Sharp	PG-LW3500	DLP Projector, 3500 Lumens, 1280 X 800

**Crestron HD Capture**

Manufacturer	Model #	Description
Crestron	CAPTUREHD	Hi-Definition Capture Recorder
Crestron	Capture-TPMC-4SM	Touch Screen Panel and Controller for Capture HD
Crestron	TTK-4SM	Table Top Kit for above
Crestron	PWE-4803RU	PoE Injector
Crestron	CRESNET-NP	Control Cable, Non-Plenum
Crestron	CAM-IPTZ-101	Camera

Add Button on lectern panel to send to HD Capture

Note: HD capture control panel will be used for control, Classroom lecture will be on the cart and wheeled into room to work.

**Outputs**

The HD-Capture will be controlled with the Crestron Capture Touch Panel that comes from Crestron.

Update: HD Capture to output to an external drive with a button push on the HD Capture TouchPanel

**Auditorium**

**Programming Scope of Work**

Provide programming Auditorium as a standard rooms using the Crestron DMPM-300 with the following sources.

Program to integrate into the campus existing room view.

Panel layout will match existing panel (with the addition of an HDMI Source Button for future.)

Set up Test room to program and test code to be signed off by customer

**Sources**

- Blu Ray
- Classroom Computer
- Portable Computer
- HDMI In Flip Top
- Future HDMI for Crestron Media Share or other
- Doc Cam

Program DMPS to output to both the Projector and when connected the Capture Cart

**Projector**

Sharp	PG-LW3500	DLP Projector, 3500 Lumens, 1280 X 800
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**Conference Room**

**Programming Scope of Work**

Provide basic programming for Conference Room with Crestron MPC-5, a Program to integrate into the campus existing room view.

Keypad will control input switching and volume control for display

**Sources**

- HDMI Wall Plate
- VGA/Audio Wall Plate

**Outputs**

**Projector**

LG 55" Display	55" Display with speakers
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## Installation Scope of Work

Labor includes CMAS and NSP labor to complete the project scope as outlined.

### **Project Scope**

#### ***For standard classrooms and Auditorium***

Place, Configure and Connect Digital Media Presentation System  
Cut in Flip Top, Touch Panel Control  
Install Face Plate for above  
Install Receiver at Projector  
Install Room Controller  
*Install IR Control Blu-Ray to DMPS*  
Install Control Cable from Receiver to Projector  
*Connect Owner Furnished DLP Projector, 3500 Lumens, 1280 X 800 (mounted by others)*  
*Place Blue Ray Player in owner furnished cabinet and connect to power and HDMI*  
*Connect Owner furnished Visual Presenter, SXGA, HDMI*  
*place and connect OFE furnished Power Conditioner/Sequencer*  
Install Cat 5 STD Shielded Cable Network X 50' from Rack to Projector  
Install Control Cable from flip top to processor  
Provide and install HDMI cable to: fliptop, capture cart, pass-through plate  
Connect Micro VGA, Flip Top to DMPS  
3.5 Audio Cable Flip Top to DMPS  
Install Speaker Cable, Plenum from DMPS to Owner Furnished Speakers  
Install pass thru plate in lectern, HDMI Wall Plate  
*Place and Connect two owner furnished speakers*  
Connect to Surge protection, install mud ring, termination as required, cable mgmt  
Trash and unpack  
Testing and commissioning  
Program per existing classroom model  
Project Management  
Set up of HD capture Cart  
See Programming for programming tab scope  
Commissioning of each room  
Training, Testing and Documentation of hardware, serial numbers and IP's for all spaces

***note: NON CMAS activities are italicized***

Assumes Conduits are free and clear  
Assumes power and data are installed as required  
Assumes Standard Working Hours and Access  
Assumes Owner furnished equipment is available and in working order at the time of the installation

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

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

**BACKGROUND**

On June 21, 2005, the Board of Trustees approved the award of an Enterprise Information System (commonly known as ERP) to Datatel Inc. This contract was comprised of software purchase, licensing, software maintenance and support, customization and implementation. It took approximately three years to implement. The District pays software maintenance, support and licensing on an annual basis estimated at \$300,000.00 per year.

On March 27, 2012 it was announced that Datatel Inc. renamed their company to Ellucian Inc. and was filed with the State of California on July 18, 2012. Ellucian Inc. retained the same maintenance business which includes the licenses and software maintenance agreements under the same terms and conditions of the original contract.

**ANALYSIS**

In order to avoid interruption of existing IT services, software updates and support, it is necessary to seek Board approval to change the vendor name to Ellucian Inc. The name change does not change the current services, software updates or support previously provided by Datatel Inc. nor does it change their tax ID number and assets. Ellucian Inc. is committed to providing the same level of service that Datatel Inc. contractually committed to in fulfilling the licenses, services and maintenance obligations.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the vendor Datatel, Inc. name change to Ellucian Inc. as presented.

Fiscal Impact:	\$ N/A	Board Date: August 19, 2013
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

State of California  
Secretary of State

**NAME CHANGE  
CERTIFICATE OF QUALIFICATION**

C1543690

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the **18th day of July, 2012**, there was filed in this office an Amended Statement and Designation by Foreign Corporation whereby the corporate name of **DATATEL, INC., WHICH WILL DO BUSINESS IN CALIFORNIA AS DATATEL MINICOMPUTER COMPANY**, a corporation organized and existing under the laws of **Virginia**, was changed to **ELLUCIAN INC.** This corporation complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California and as of said date has been and is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of July 18, 2012.



*Debra Bowen*

**DEBRA BOWEN**  
Secretary of State

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Board Meeting: August 19, 2013

INDEPENDENT CONTRACTORS

Jennifer Walsvick

Attachment A – Independent Contractor Agreement

Attachment B – Proposal

Service: Consultant services to provide supervision and field instruction to Master of Social Work (MSW) student interns assigned to RSCCD Child Development Services at the rate of \$40.00 an hour.

Date(s) of Service: August 20, 2013 through June 30, 2014

Fee: Estimated at \$18,000.00

Requested by: Dee Tucker/Enrique Perez

Funded by: Child Development Services  
12-1273-692000-53329-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 20th of August, 2013 by and between Jennifer Walsvick herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

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

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

**TO PROVIDE SUPERVISION AND FIELD INSTRUCTION TO MASTER OF SOCIAL WORK STUDENT INTERNS ASSIGNED TO RSCCD CHILD DEVELOPMENT SERVICES AT \$40.00/HR.**

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

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at **Eighteen Thousand Dollars & No Cents (\$18,000.00)**.

The contracted services are to commence on or about **August 20, 2013** and to be completed on or about, but not later than **June 30, 2014**.

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

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

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

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

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

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

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

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

INDEPENDENT CONTRACTOR  _____ Signature  _____ Printed Name  _____ Title  _____ Address _____ City/State  _____ Date	RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  By _____  <u>Tracey Conner-Crabbe</u> Printed Name  <u>Director of Purchasing Services</u> Title  _____ Date
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***Attachment "B"***

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

**PROPOSAL FOR SERVICES**

This is a proposal for services to provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Child Development Services.

The work will include but not be limited to:

- Providing weekly meetings with the student interns
- Providing supervised support and guidance on the child development site regarding child/family referrals and services
- Ensuring that communication with Professors is handled in a timely and efficient manner and
- Ensuring that the provision of quality Family Services are maintained through intern training, evaluation, and guidance in conjunction with the CDS executive director

This work will begin on August 20, 2013 and continue through May 31, 2014 at the rate of \$40 an hour.

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-BP000261	5,000,000.00	TBH GP-DANFORTH HOLDINGS LLC	Sites	SP	BOND	7/23/2013
* 13-P0027422	2,700.83	B & H PHOTO VIDEO INC	Instructional Supplies	SP		6/30/2013
14-P0027447	658.00	DLT SOLUTIONS	Software Support Service-Fixed			7/1/2013
14-P0027467	9,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/1/2013
14-P0027468	14,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2013
14-P0027469	11,000.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2013
14-P0027470	1,500.00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		7/1/2013
* 14-P0027474	11,674.80	APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		7/1/2013
14-P0027475	1,785.00	IBM	Software License and Fees			7/1/2013
14-P0027476	359.64	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies	SP		7/1/2013
14-P0027478	500.00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2013
14-P0027480	6,000.00	DON BOOKSTORE	Supplies Paid for Students	SP		7/1/2013
14-P0027481	5,000.00	VOYAGER FLEET SYSTEM INC	Gasoline			7/1/2013
14-P0027482	14,900.00	SC FUELS	Gasoline			7/1/2013
14-P0027487	11,000.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2013
14-P0027488	9,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/1/2013
14-P0027489	14,950.00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2013
* 14-P0027491	32,253.00	ACCJC ACCREDITING COMMISSION	Other Licenses & Fees	SP		7/1/2013
14-P0027492	2,000.00	VWR FUNDING INC	Instructional Supplies	SP		7/2/2013
14-P0027493	2,000.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/2/2013
14-P0027494	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/2/2013
14-P0027495	1,875.00	ACCCA	Conference Expenses	SP		7/2/2013
14-P0027496	385.00	ARACELY MORA	Conference Expenses	SP		7/2/2013
14-P0027498	464.80	AMERICAN EXPRESS	Conference Expenses	SP		7/2/2013
14-P0027499	800.00	VERIZON	Telephone & Pager Services	SP		7/2/2013
14-P0027501	450.00	DON BOOKSTORE	Instructional Supplies	SP		7/2/2013
14-P0027502	506,985.00	JB BOSTICK CO INC	Site Improv - Contracted Svcs	SP		7/2/2013
13-P0027504	128.00	KNORR SYSTEMS INC	Contracted Repair Services			6/30/2013
14-P0027505	785.60	AMERICAN EXPRESS	Conference Expenses	SP		7/2/2013
13-P0027506	3,267.50	SUNBELT CONTROLS INC	Contracted Repair Services			6/30/2013
14-P0027507	5,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/2/2013
14-P0027508	3,000.00	UNISAN	Non-Instructional Supplies			7/2/2013
14-P0027509	2,000.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/2/2013
14-P0027510	5,000.00	INTER VALLEY POOL SUPPLY INC	Non-Instructional Supplies			7/2/2013
14-P0027511	2,500.00	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			7/2/2013

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

5.18 (1)

No. 5.18

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027512	2,500.00	GORM INC	Non-Instructional Supplies			7/2/2013
14-P0027513	500.00	WOODWARD'S ACE HARDWARE	Non-Instructional Supplies			7/2/2013
14-P0027514	2,000.00	JOHNSTONE SUPPLY	Repair & Replacement Parts			7/2/2013
14-P0027515	1,000.00	IRVINE PIPE SUPPLY	Repair & Replacement Parts			7/2/2013
14-P0027516	500.00	HOME DEPOT	Instructional Supplies	SP		7/2/2013
14-P0027517	2,000.00	HOME DEPOT	Non-Instructional Supplies			7/2/2013
14-P0027518	2,000.00	DUNN EDWARDS CORP	Non-Instructional Supplies			7/2/2013
14-P0027519	500.00	DAPPER TIRE	Non-Instructional Supplies			7/2/2013
14-P0027520	2,000.00	CANDELA CORP	Non-Instructional Supplies			7/2/2013
14-P0027521	5,000.00	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			7/2/2013
14-P0027522	500.00	AAA ELECTRIC MOTOR SALES	Repair & Replacement Parts			7/2/2013
14-P0027523	1,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/3/2013
14-P0027524	3,700.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/3/2013
14-P0027525	2,120.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			7/3/2013
14-P0027526	1,060.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			7/3/2013
14-P0027527	85.00	ACBO ASSOC OF CHIEF	Conference Expenses			7/3/2013
14-P0027528	400.00	RP GROUP	Conference Expenses	SP		7/3/2013
14-P0027529	295.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			7/3/2013
14-P0027530	572.91	CRYSTAL CITY, LLC	Conference Expenses	SP		7/3/2013
13-P0027531	374.68	DAVID PUFAHL	Buildings - Contracted Svcs	SP		6/30/2013
14-P0027532	180.00	TOTAL CORPORATE SOLUTIONS	Security Systems & Services			7/3/2013
14-P0027533	720.00	TOTAL CORPORATE SOLUTIONS	Security Systems & Services			7/3/2013
14-P0027534	1,000.00	MOORE MEDICAL CORP	Non-Instructional Supplies	SP		7/3/2013
14-P0027535	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/3/2013
14-P0027536	480.00	TOTAL CORPORATE SOLUTIONS	Security Systems & Services			7/3/2013
14-P0027537	2,000.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/3/2013
14-P0027538	468.00	TOTAL CORPORATE SOLUTIONS	Security Systems & Services			7/3/2013
14-P0027539	400.00	MEDICAL ARTS PRESS	Non-Instructional Supplies	SP		7/3/2013
14-P0027540	400.00	TAB PRODUCTS CO	Non-Instructional Supplies	SP		7/3/2013
14-P0027541	360.00	TOTAL CORPORATE SOLUTIONS	Security Systems & Services			7/3/2013
14-P0027542	5,000.00	PHARMEDIX	Non-Instructional Supplies	SP		7/3/2013
14-P0027543	8,000.00	PHYSICIAN SALES & SVCS	Non-Instructional Supplies	SP		7/3/2013
14-P0027544	500.00	ARROWHEAD MOUNTAIN SPRINGWATER	Non-Instructional Supplies	SP		7/3/2013
14-P0027545	175.00	CCPRO	Inst Dues & Memberships			7/3/2013
14-P0027546	3,597.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services	SP		7/3/2013

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

5.18 (2)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027547	11,439.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services			7/3/2013
14-P0027549	125.00	OCSBA ORANGE CO SCHOOL BOARD ASSOC	Inst Dues & Memberships			7/3/2013
14-P0027550	500.00	NCCHC NATIONAL COMMUNITY COLLEGE	Inst Dues & Memberships			7/3/2013
14-P0027551	263.53	WELLS FARGO BANK	Conference Expenses			7/3/2013
14-P0027552	619.12	WELLS FARGO BANK	Conference Expenses			7/3/2013
14-P0027553	67.50	WELLS FARGO BANK	Books, Mags & Ref Mat, Non-Lib			7/3/2013
14-P0027554	5,000.00	ORANGE EMPIRE CONFERENCE	Inst Dues & Memberships			7/3/2013
14-P0027555	600.00	CA HEAD START ASSOC.	Inst Dues & Memberships	SP		7/3/2013
14-P0027556	800.00	NAT'L HEAD START ASSOC	Inst Dues & Memberships	SP		7/3/2013
13-P0027557	67.00	ACT	Non-Instructional Supplies	SP		6/30/2013
14-P0027558	475,027.03	HAITBRINK ASPHALT PAVING INC	Site Improv - Contracted Svcs	SP		7/3/2013
14-P0027559	850.00	DEISY COVARRUBIAS	Food and Food Service Supplies	SP		7/3/2013
14-P0027560	1,437.80	CAPP ASSOCIATES INC	Non-Instructional Supplies	SP		7/8/2013
14-P0027561	1,200.00	VERONICA HURTADO	Food and Food Service Supplies	SP		7/8/2013
14-P0027562	1,000.00	GRAINGER	Instructional Supplies	SP		7/8/2013
14-P0027563	4,440.74	FISHER SCIENTIFIC	Instructional Supplies	SP		7/8/2013
14-P0027564	1,500.00	HOME DEPOT	Instructional Supplies	SP		7/8/2013
14-P0027565	600.00	RIDDELL ALL AMERICAN	Repair & Replacement Parts			7/8/2013
14-P0027566	5,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/8/2013
14-P0027567	4,500.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/8/2013
14-P0027568	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2013
14-P0027569	14,500.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/8/2013
14-P0027570	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2013
14-P0027571	11,000.00	GOLD COAST TOURS	Transportation - Athletics			7/8/2013
14-P0027572	100.00	HOME DEPOT	Non-Instructional Supplies			7/8/2013
14-P0027573	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2013
14-P0027574	250.00	DON BOOKSTORE	Non-Instructional Supplies	SP		7/8/2013
14-P0027575	4,000.00	AMAZON COM	Library Books			7/8/2013
14-P0027576	600.00	STATER BROS	Food and Food Service Supplies	SP		7/8/2013
14-P0027577	1,500.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		7/8/2013
14-P0027578	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2013
14-P0027579	1,500.00	DON BOOKSTORE	Supplies Paid for Students	SP		7/8/2013
14-P0027580	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2013
14-P0027581	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2013
14-P0027582	600.00	WELLS FARGO BANK	Telephone & Pager Services			7/8/2013

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027583	300.00	WELLS FARGO BANK	Food and Food Service Supplies			7/8/2013
14-P0027584	2,000.00	WELLS FARGO BANK	Conference Expenses			7/8/2013
14-P0027585	100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2013
14-P0027586	100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2013
14-P0027587	1,000.00	WALTERS WHOLESALE ELECTRIC CO	Non-Instructional Supplies			7/8/2013
14-P0027588	900.00	PURCHASE POWER	Postage			7/8/2013
14-P0027589	750.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2013
14-P0027590	750.00	MY TY INC	Food and Food Service Supplies	SP		7/9/2013
13-P0027591	6,491.13	CITY OF GARDEN GROVE	Instructional Agrmt - Salary			6/30/2013
14-P0027592	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/9/2013
14-P0027593	300.00	ACHRO EEO ASSOC OF CHIEF HUMAN	Inst Dues & Memberships	SP		7/9/2013
14-P0027594	2,000.00	GRAINGER	Non-Instructional Supplies			7/9/2013
14-P0027595	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/9/2013
14-P0027596	300.00	OC ACKERMAN ENTERPRISE LLC	Fees Paid for Students	SP		7/9/2013
14-P0027597	400.00	SMART & FINAL	Food and Food Service Supplies	SP		7/9/2013
14-P0027598	187.25	NATURAL HISTORY MUSEUM OF LOS ANGELES	Fees Paid for Students	SP		7/9/2013
14-P0027599	435.00	JFK TRANSPORTATION	Transportation - Student	SP		7/9/2013
14-P0027600	405.00	JFK TRANSPORTATION	Transportation - Student	SP		7/9/2013
14-P0027601	300.00	HAVE KITCHEN WILL TRAVEL, INC.	Food and Food Service Supplies	SP		7/9/2013
14-P0027602	500.00	HOME DEPOT	Non-Instructional Supplies			7/9/2013
14-P0027603	70.00	COUNTY OF ORANGE	Other Licenses & Fees			7/9/2013
14-P0027604	230.00	COPELAND BEVERLY	Advertising	SP		7/9/2013
14-P0027605	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/9/2013
14-P0027606	14,500.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/9/2013
14-P0027607	14,950.00	SMART & FINAL	Food and Food Service Supplies	SP		7/9/2013
14-P0027608	13,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/9/2013
14-P0027609	332.00	CITY OF LOS ANGELES	Fees Paid for Students	SP		7/9/2013
14-P0027610	7,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/9/2013
14-P0027611	500.00	GRIFFIN ACE HARDWARE	Non-Instructional Supplies	SP		7/9/2013
13-P0027613	345.00	WESTERN POWER SYSTEMS	Contracted Repair Services			6/30/2013
14-P0027614	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/9/2013
14-P0027616	3,000.00	HOME DEPOT	Non-Instructional Supplies	SP		7/9/2013
14-P0027617	7,133.94	UNISOURCE PAPER CO	Instructional Supplies	SP		7/9/2013
14-P0027618	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/9/2013
14-P0027619	1,000.00	GRIFFIN ACE HARDWARE	Instructional Supplies	SP		7/9/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027620	1,000.00	MAR VAC ELECTRONICS	Instructional Supplies	SP		7/9/2013
14-P0027621	2,000.00	TROXELL COMM INC	Instructional Supplies	SP		7/9/2013
14-P0027622	1,000.00	RADIO SHACK	Instructional Supplies	SP		7/9/2013
14-P0027623	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/9/2013
14-P0027624	5,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/9/2013
14-P0027625	3,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/9/2013
14-P0027626	8,000.00	POWERTRON	Repair & Replacement Parts			7/9/2013
14-P0027627	4,000.00	DAPPER TIRE	Repair & Replacement Parts			7/9/2013
14-P0027628	5,000.00	TENNANT SALES & SVC CO	Contracted Repair Services			7/9/2013
14-P0027629	6,000.00	TENNANT SALES & SVC CO	Repair & Replacement Parts			7/9/2013
14-P0027630	5,500.00	JOB ELEPHANT COM INC	Personnel Recruiting			7/9/2013
14-P0027631	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/9/2013
14-P0027632	2,000.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		7/9/2013
14-P0027633	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/9/2013
14-P0027634	500.00	HOME DEPOT	Instructional Supplies	SP		7/9/2013
14-P0027635	14,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/9/2013
14-P0027636	755.64	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		7/9/2013
14-P0027637	527.48	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		7/9/2013
14-P0027638	3,493.08	KAI ATHLETIC	Instructional Supplies	SP		7/9/2013
14-P0027639	359.52	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		7/9/2013
14-P0027640	2,367.95	RIDDELL ALL AMERICAN	Instructional Supplies	SP		7/9/2013
14-P0027641	777.60	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/9/2013
14-P0027642	85.98	RIDDELL ALL AMERICAN	Instructional Supplies	SP		7/9/2013
14-P0027643	777.60	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/9/2013
14-P0027644	394.20	RIDDELL ALL AMERICAN	Instructional Supplies	SP		7/9/2013
14-P0027645	5,000.00	ORANGE EMPIRE CONFERENCE	Inst Dues & Memberships			7/9/2013
14-P0027646	114.05	DON BOOKSTORE	Non-Instructional Supplies	SP		7/9/2013
14-P0027647	50.95	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/9/2013
14-P0027648	350.00	RP GROUP	Inst Dues & Memberships			7/9/2013
14-P0027649	1,350.00	SAN DIEGO STATE UNIV. FOUNDATION	Software License and Fees	SP		7/9/2013
14-P0027650	2,250.00	POINT AND CLICK SOLUTIONS INC	Software Support Service	SP		7/9/2013
14-P0027651	750.00	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		7/9/2013
14-P0027652	3,400.00	TEAM ONE MANAGEMENT	Non-Instructional Supplies	SP		7/9/2013
14-P0027653	400.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP		7/10/2013
14-P0027654	3,713.47	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP		7/10/2013

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5.18 (5)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027655	4,490.88	TANDUS US LLC	Buildings - Contracted Svcs	SP	BOND	7/10/2013
14-P0027656	36.01	KELLY PAPER	Non-Instructional Supplies			7/10/2013
14-P0027657	6,792.00	THE COLTON COMPANY	Landscaping			7/10/2013
13-P0027658	1,191.14	SIXTEN INC	Contracted Services			6/30/2013
14-P0027659	500.00	MOORE MEDICAL CORP	Non-Instructional Supplies	SP		7/10/2013
14-P0027660	3,000.00	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services			7/10/2013
14-P0027661	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2013
14-P0027662	5,000.00	PHARMEDIX	Non-Instructional Supplies	SP		7/10/2013
14-P0027663	3,600.00	QUEST DIAGNOSTICS	Non-Instructional Supplies	SP		7/10/2013
13-P0027664	2,360.00	PYRO-COMM SYSTEMS INC	Contracted Services			6/30/2013
14-P0027665	172.70	ENVIRONMENTAL SYSTEMS PRODUCTS	Instructional Supplies	SP		7/10/2013
14-P0027666	200.00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		7/10/2013
14-P0027667	19,273.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services			7/10/2013
14-P0027668	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2013
14-P0027669	1,400.00	SANOFI PASTEUR	Non-Instructional Supplies	SP		7/10/2013
14-P0027670	10,000.00	LUX BUS AMERICA	Transportation - Student			7/10/2013
14-P0027671	10,000.00	PACIFIC COACHWAYS CHARTER	Transportation - Student			7/10/2013
14-P0027672	2,000.00	DON BOOKSTORE	Books Paid for Students	SP		7/10/2013
14-P0027673	1,000.00	DON BOOKSTORE	Other Exp Paid for Students	SP		7/10/2013
14-P0027674	92.08	ALIMED	Non-Instructional Supplies			7/10/2013
14-P0027675	3,294.00	NASFAA NAT'L ASSOC OF STUDENT	Inst Dues & Memberships	SP		7/10/2013
14-P0027676	14,500.00	GOLD COAST TOURS	Transportation - Student			7/10/2013
14-P0027677	25,664.51	SCHOOLS EXCESS LIABILITY FUND	Prop, Liab, Boiler & Machine			7/11/2013
14-P0027678	7,350.00	CORVEL ENTERPRISE COMP INC	Contracted Services			7/11/2013
14-P0027679	975.00	EXECUTIVE ENVIRONMENTAL	Buildings - Contracted Svcs	SP		7/11/2013
14-P0027680	975.00	EXECUTIVE ENVIRONMENTAL	Buildings - Contracted Svcs	SP		7/11/2013
14-P0027681	53.00	COMMUNICATION ARTS	Books, Mags & Ref Mat, Non-Lib			7/11/2013
14-P0027682	11,885.00	DE LA TORRE COMMERCIAL	Site Improv - Contracted Svcs	SP	BOND	7/11/2013
14-P0027683	7,500.00	EDWARDS ESQ KATHERINE	Legal Expenses			7/11/2013
14-P0027684	53.00	COMMUNICATION ARTS	Books, Mags & Ref Mat, Non-Lib			7/11/2013
13-P0027685	106.77	ECOLAB EQUIPMENT CARE	Contracted Repair Services			6/30/2013
14-P0027686	2,250.00	POINT AND CLICK SOLUTIONS INC	Software Support Service	SP		7/11/2013
14-P0027687	80.16	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		7/11/2013
14-P0027688	2,360.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		7/11/2013
14-P0027689	3,500.00	STERICYCLE INC	Hazardous Materials Removal			7/11/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027690	500.00	AMERICAN OIL CO	Hazardous Materials Removal			7/11/2013
14-P0027691	8,026.72	GILSON INC	Instructional Supplies	SP		7/11/2013
14-P0027692	522.68	GOLD COAST TOURS	Transportation - Student	SP		7/11/2013
14-P0027693	6,731.00	BERNARDS BROS INC	Buildings - Contracted Svcs	SP		7/11/2013
14-P0027694	127.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			7/11/2013
14-P0027695	5,090.00	TEAM ONE MANAGEMENT	Contracted Custodial Services			7/11/2013
14-P0027696	14,995.00	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		7/11/2013
14-P0027697	10,926.00	TEAM ONE MANAGEMENT	Contracted Custodial Services			7/11/2013
14-P0027699	6,000.00	DUNN EDWARDS CORP	Non-Instructional Supplies			7/11/2013
13-P0027700	133.49	CLARK SECURITY PRODUCTS INC	Repair & Replacement Parts			6/30/2013
14-P0027701	1,500.00	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		7/15/2013
13-P0027702	1,616.76	BROWN SHARON ELIZABETH	Contracted Services			6/30/2013
14-P0027703	1,616.76	BROWN SHARON ELIZABETH	Contracted Services			7/15/2013
14-P0027704	2,000.00	EBERHARD EQUIPMENT	Repair & Replacement Parts			7/15/2013
14-P0027705	3,000.00	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			7/15/2013
14-P0027706	3,000.00	FACILITY WERX INC	Non-Instructional Supplies			7/15/2013
14-P0027707	3,000.00	CHAMPION CHEMICAL CO	Non-Instructional Supplies			7/15/2013
14-P0027708	3,000.00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			7/15/2013
14-P0027709	3,000.00	GRAINGER	Non-Instructional Supplies			7/15/2013
14-P0027710	3,000.00	IMPERIAL PRODUCTS INC	Repair & Replacement Parts			7/15/2013
14-P0027711	4,000.00	IRVINE PIPE SUPPLY	Non-Instructional Supplies			7/15/2013
14-P0027712	3,000.00	HOME DEPOT	Non-Instructional Supplies			7/15/2013
14-P0027713	600.00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			7/15/2013
14-P0027714	2,000.00	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		7/15/2013
13-P0027715	1,614.00	FREEDOM COMMUNICATIONS, INC	Buildings - Legal Expenses	SP		6/30/2013
14-P0027716	1,000.00	GRAINGER	Non-Instructional Supplies			7/15/2013
14-P0027717	537.50	DEPT OF TOXIC SUBSTANCES &	Other Licenses & Fees			7/15/2013
13-P0027718	6,081.60	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		6/30/2013
13-P0027719	5,000.00	EKELEM ANDREW	Awards & Incentives	SP		6/30/2013
14-P0027720	786.86	FRANKLIN AIR CONDITIONING	Contracted Repair Services			7/15/2013
* 13-P0027721	46,826.50	CITY OF NEWPORT BEACH FIRE AND MARINE DEPT	Instructional Agrmt - Salary	SP		6/30/2013
13-P0027722	296.57	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	6/30/2013
14-P0027723	220.00	ULINE	Instructional Supplies	SP		7/16/2013
14-P0027724	700.00	SOUTHERN CALIFORNIA WRESTLING ALLIANCE	Inst Dues & Memberships			7/16/2013
14-P0027725	968.35	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		7/16/2013

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5.18 (7)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027726	45.00	COUNTY OF ORANGE	Other Licenses & Fees			7/16/2013
14-P0027727	1,800.00	SO CALIF FOOTBALL ASSOC	Inst Dues & Memberships			7/16/2013
14-P0027728	1,000.00	METROPRO TOWING INC	Contracted Repair Services			7/16/2013
14-P0027729	1,500.00	TURF STAR INC	Contracted Repair Services			7/16/2013
14-P0027730	750.00	ORANGE COUNTY AUTO PARTS	Repair & Replacement Parts			7/16/2013
14-P0027731	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/16/2013
14-P0027732	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/16/2013
14-P0027733	1,000.00	UNITED RENTALS	Gasoline			7/16/2013
14-P0027734	6,000.00	NORTHSTAR ENTERPRISES INC	Repair & Replacement Parts			7/16/2013
14-P0027735	1,000.00	CARQUEST AUTO PARTS	Repair & Replacement Parts			7/16/2013
14-P0027736	3,500.00	MATERIAL HANDLING SUPPLY INC	Contracted Repair Services			7/16/2013
14-P0027737	300.00	DIX METALS	Instructional Supplies	SP		7/16/2013
14-P0027738	500.00	MCMASTER CARR SUPPLY CO	Instructional Supplies	SP		7/16/2013
14-P0027739	250.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/16/2013
14-P0027740	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/16/2013
14-P0027741	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/16/2013
14-P0027742	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/16/2013
14-P0027743	1,000.00	FREY SCIENTIFIC/EDUC PUBL SERVICE	Instructional Supplies	SP		7/16/2013
14-P0027744	250.00	ALBERTSON'S	Instructional Supplies	SP		7/16/2013
14-P0027745	500.00	DON BOOKSTORE	Instructional Supplies	SP		7/16/2013
14-P0027746	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/16/2013
14-P0027747	800.00	ENTERPRISE HOLDINGS INC	Transportation - Student			7/16/2013
14-P0027748	700.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/16/2013
14-P0027749	1,569.00	CINTAS CORP	Laundry & Dry Cleaning Service			7/16/2013
14-P0027750	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Inst Dues & Memberships			7/16/2013
14-P0027751	2,000.00	SO COUNTIES LUBRICANTS	Gasoline			7/16/2013
14-P0027752	4,000.00	YALE CHASE	Repair & Replacement Parts			7/16/2013
14-P0027753	2,800.00	PETE'S ROAD SVC	Contracted Repair Services			7/16/2013
14-P0027754	500.00	SOUTHERN AUTO BODY	Contracted Repair Services			7/16/2013
14-P0027755	500.00	RAFAEL SANDOVAL	Contracted Repair Services			7/16/2013
14-P0027756	1,500.00	SIGMA ALDRICH INC	Instructional Supplies	SP		7/16/2013
14-P0027757	43.16	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/16/2013
14-P0027758	250.00	STATE OF CALIFORNIA	Other Licenses & Fees			7/16/2013
14-P0027759	430.92	ERGO DESKTOP LLC	Equip/Software - >\$200 <\$1,000			7/16/2013
14-P0027760	10,683.36	PIONEER CHEMICAL CO	Non-Instructional Supplies			7/16/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027761	11,469.60	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			7/16/2013
14-P0027762	339.01	BUSINESS MACHINES SECURITY	Equip/Software - >\$200 <\$1,000	SP		7/16/2013
14-P0027763	339.01	BUSINESS MACHINES SECURITY	Equip/Software - >\$200 <\$1,000	SP		7/16/2013
14-P0027764	1,651.81	DAVE SMITH ENTERPRISES INC	Non-Instructional Supplies			7/16/2013
14-P0027765	1,233.96	PRO LOOK SPORTS	Instructional Supplies	SP		7/16/2013
14-P0027766	4,757.24	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/16/2013
14-P0027767	85.00	ACBO ASSOC OF CHIEF	Conference Expenses	SP		7/16/2013
14-P0027768	449.28	DAVID J. MCDONALD	Food and Food Service Supplies	SP		7/16/2013
13-P0027769	248.51	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	6/30/2013
13-P0027770	210.59	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	6/30/2013
13-P0027771	81.27	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP		6/30/2013
14-P0027772	636.00	JAROTH INC	Telephone & Pager Services			7/17/2013
14-P0027773	3,823.85	AAF AMERICAN AIR FILTERS	Repair & Replacement Parts			7/17/2013
14-P0027774	1,200.00	DIRECTV	Contracted Services			7/17/2013
14-P0027775	3,315.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		7/17/2013
14-P0027776	120.00	STATE WATER RESOURCES	Sites - Licenses, Fees & Taxes	SP	BOND	7/17/2013
14-P0027777	500.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/17/2013
14-P0027778	2,784.33	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	7/17/2013
14-P0027779	55,732.14	NOVA SOLUTIONS INC	Equipment - All Other > \$1,000	SP	BOND	7/17/2013
14-P0027780	1,000.00	SANTA ANA CHAMBER OF COMMERCE	Inst Dues & Memberships			7/17/2013
14-P0027781	3,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/17/2013
14-P0027782	985.09	SO CAL LAND MAINTENANCE INC	Contracted Repair Services			7/17/2013
14-P0027783	1,296.00	PACIFIC COLLEGE TESTING	Software License and Fees	SP		7/17/2013
14-P0027784	2,700.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/17/2013
14-P0027785	2,700.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/17/2013
14-P0027786	13,392.68	BONE CLONES	Equip/Software - >\$200 <\$1,000	SP	BOND	7/17/2013
* 14-P0027787	3,851.67	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000			7/17/2013
14-P0027788	5,886.00	OCPC INC	Non-Instructional Supplies			7/18/2013
14-P0027789	2,238.13	EBSCO SUBSCRIPTION SVCS	Library Books - Periodicals			7/18/2013
14-P0027790	220.16	POWERTRON	Instructional Supplies	SP		7/18/2013
14-P0027791	2,198.80	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		7/18/2013
14-P0027792	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/18/2013
14-P0027793	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/18/2013
14-P0027794	500.00	WISE GUYS PIZZERIA	Food and Food Service Supplies	SP		7/18/2013
14-P0027795	7,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/18/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027796	750.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/18/2013
14-P0027797	6,000.00	QUARTERMASTER	Non-Instructional Supplies			7/18/2013
14-P0027798	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/18/2013
14-P0027799	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/18/2013
14-P0027800	5,000.00	CENTER FOR OCCUPATIONAL RESEARCH	Contracted Services	SP		7/18/2013
14-P0027801	400.00	OROZCO ANTONIO	Contracted Services	SP		7/18/2013
14-P0027802	1,500.00	AHART MARY ANN	Contracted Services	SP		7/18/2013
14-P0027803	1,600.00	MANNA DEVELOPMENT GROUP LLC	Food and Food Service Supplies			7/18/2013
14-P0027805	600.00	MICHAEL J MACKENZIE	Non-Instructional Supplies			7/18/2013
14-P0027806	1,600.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/18/2013
14-P0027807	79.70	ALERT SERVICES INC	Instructional Supplies	SP		7/18/2013
14-P0027808	1,593.00	QQN INC	Reproduction/Printing Expenses	SP		7/18/2013
14-P0027809	500.00	SMART & FINAL	Food and Food Service Supplies	SP		7/18/2013
14-P0027810	1,500.00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		7/18/2013
14-P0027811	273.98	SCANTRON CORP	Instructional Supplies	SP		7/18/2013
14-P0027812	165.94	DEMCO INC	Non-Instructional Supplies			7/18/2013
14-P0027813	1,305.00	COLLEGESOURCE INC	Internet Services	SP		7/18/2013
14-P0027814	900.90	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		7/18/2013
14-P0027815	1,000.00	SHIFFLER EQUIPMENT SALES INC	Repair & Replacement Parts			7/18/2013
14-P0027816	399.56	VIRGINIA M. WITMER	Instructional Supplies	SP		7/18/2013
14-P0027817	701.75	FORESTRY SUPPLIERS INC	Equip/Software - >\$200 <\$1,000	SP	BOND	7/22/2013
14-P0027818	2,548.80	UNISOURCE PAPER CO	Instructional Supplies	SP		7/22/2013
14-P0027819	4,125.60	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		7/22/2013
14-P0027820	5,000.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	7/22/2013
14-P0027821	2,000.00	AMERICAN REPROGRAPHICS CO LLC	Site Improv - Blueprint/Reprod	SP		7/22/2013
14-P0027822	2,000.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	7/22/2013
14-P0027823	700.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	7/22/2013
14-P0027824	2,121.00	RAY K. MAA	Conference Expenses			7/22/2013
14-P0027825	750.00	HOME DEPOT	Non-Instructional Supplies			7/22/2013
14-P0027826	400.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/22/2013
14-P0027827	11.60	BADGE EXPRESS	Non-Instructional Supplies			7/22/2013
14-P0027828	3,895.50	XPEDX PAPER CO	Non-Instructional Supplies			7/23/2013
14-P0027829	6,000.00	HERFF JONES INC.	Non-Instructional Supplies	SP		7/23/2013
14-P0027830	3,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/23/2013
14-P0027831	500.00	DON BOOKSTORE	Instructional Supplies	SP		7/23/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027832	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/23/2013
14-P0027833	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/23/2013
14-P0027834	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/23/2013
14-P0027835	1,000.00	ROSLYN SOTO	Food and Food Service Supplies	SP		7/23/2013
14-P0027836	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/23/2013
14-P0027837	3,000.00	MIDWEST LIBRARY SVC	Library Books	SP		7/23/2013
14-P0027838	355.75	J & J SUPPLY INC	Instructional Supplies	SP		7/23/2013
14-P0027839	525.00	LIBRARY OF CONGRESS	Internet Services	SP		7/23/2013
14-P0027840	30,000.00	THE FELDHAKA LAW FIRM	Legal Expenses			7/23/2013
14-P0027841	7,887.64	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		7/23/2013
14-P0027842	1,009.80	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		7/23/2013
14-P0027844	35,000.00	ATKINSON ANDELSON LOYA RUUD ROMO	Legal Expenses			7/23/2013
14-P0027845	1,147.20	RAIN MASTER IRRIGATION SYSTEM	Maint/Oper Service Agreements			7/23/2013
14-P0027846	120.00	PESTAL PETER A.	Contracted Repair Services			7/23/2013
14-P0027847	2,025.40	MCQUAY AIR CONDITIONING	Contracted Repair Services			7/23/2013
14-P0027848	226.80	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/23/2013
14-P0027849	4,494.04	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		7/23/2013
14-P0027850	760.92	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		7/23/2013
14-P0027851	16,000.00	TOPGALLANT GROUP LLC	Contracted Services	SP		7/23/2013
14-P0027852	7,500.00	QUEST DIAGNOSTICS	Contracted Services	SP		7/23/2013
14-P0027853	114.84	MICHAEL J MACKENZIE	Non-Instructional Supplies	SP		7/23/2013
14-P0027854	294.67	4 IMPRINT	Awards & Incentives	SP		7/23/2013
14-P0027855	99.23	TURFGRASS PRODUCTS CORP	Instructional Supplies	SP		7/23/2013
14-P0027856	82.08	SIR SPEEDY	Non-Instructional Supplies	SP		7/23/2013
14-P0027857	4,100.00	GALE GROUP	Library Books			7/23/2013
14-P0027858	150.00	HSACCC HEALTH SVCS ASSOC-	Inst Dues & Memberships	SP		7/23/2013
14-P0027859	125.28	CN SCHOOL AND OFFICE SOLUTIONS INC	Non-Instructional Supplies	SP		7/23/2013
14-P0027860	3,582.00	ATI ASSESSMENT TECHNOLOGIES	Non-Instructional Supplies	SP		7/23/2013
14-P0027861	91.00	CI BUSINESS EQUIPMENT INC	Non-Instructional Supplies			7/23/2013
14-P0027862	2,000.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Inst Dues & Memberships	SP		7/23/2013
14-P0027863	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Inst Dues & Memberships			7/23/2013
14-P0027864	579.00	GARDEN GROVE CHAMBER	Inst Dues & Memberships			7/23/2013
14-P0027865	300.00	CCCCIO	Inst Dues & Memberships			7/23/2013
14-P0027866	1,580.00	CA HEAD START ASSOC.	Conference Expenses	SP		7/23/2013
14-P0027867	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/23/2013

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5.18 (11)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027868	623.74	RAGING WATERS GROUP	Fees Paid for Students	SP		7/23/2013
14-P0027869	320.23	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP		7/24/2013
14-P0027870	1,658.82	VIRCO MFG CORP	Non-Instructional Supplies	SP		7/24/2013
14-P0027871	795.00	ROUNDPEG INC.	Conference Expenses	SP		7/25/2013
14-P0027872	425.00	URBAN WATER INSTITUTE, INC.	Conference Expenses	SP		7/25/2013
14-P0027873	6,500.00	DON BOOKSTORE	Books Paid for Students	SP		7/25/2013
14-P0027874	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/25/2013
14-P0027875	154.72	BIO RAD LABORATORIES	Instructional Supplies	SP		7/25/2013
14-P0027876	180.83	ULINE	Instructional Supplies	SP		7/25/2013
14-P0027877	413.65	THOMAS SCIENTIFIC	Instructional Supplies	SP		7/25/2013
14-P0027878	138.50	SPECTRUM CHEMICALS & LABORATORY PRODUCTS	Instructional Supplies	SP		7/25/2013
14-P0027879	1,771.56	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		7/25/2013
14-P0027880	2,112.78	SIGMA ALDRICH INC	Instructional Supplies	SP		7/25/2013
14-P0027881	2,654.10	FISHER SCIENTIFIC	Instructional Supplies	SP		7/25/2013
14-P0027883	1,873.56	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		7/25/2013
14-P0027884	165.66	SCANTRON CORP	Instructional Supplies	SP		7/25/2013
14-P0027885	85.00	ACBO ASSOC OF CHIEF	Conference Expenses			7/25/2013
14-P0027886	700.00	ALBERTSON'S	Instructional Supplies	SP		7/25/2013
14-P0027887	5,000.00	VWR FUNDING INC	Instructional Supplies	SP		7/25/2013
14-P0027888	2,500.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/25/2013
14-P0027889	750.00	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		7/25/2013
14-P0027890	175.00	CONNECTICUT VALLEY BIOLOGICAL	Instructional Supplies	SP		7/25/2013
14-P0027891	400.00	NEW WAVE	Instructional Supplies	SP		7/25/2013
14-P0027892	3,000.00	GANAHL LUMBER CO	Non-Instructional Supplies			7/25/2013
14-P0027893	4,500.00	HAJOCA CORP	Repair & Replacement Parts			7/25/2013
14-P0027894	3,000.00	BELL PIPE & SUPPLY CO	Repair & Replacement Parts			7/25/2013
14-P0027895	4,000.00	A & W ELECTRIC MOTORS INC	Repair & Replacement Parts			7/25/2013
14-P0027896	1,500.00	VILLAGE NURSERIES	Non-Instructional Supplies			7/25/2013
14-P0027897	1,300.00	DUNN EDWARDS CORP	Non-Instructional Supplies			7/25/2013
14-P0027898	2,000.00	ORANGE COUNTY FARM SUPPLY	Non-Instructional Supplies			7/25/2013
14-P0027899	12,000.00	HOME DEPOT	Repair & Replacement Parts			7/25/2013
14-P0027900	1,000.00	HOME DEPOT	Non-Instructional Supplies			7/25/2013
14-P0027901	1,000.00	BISHOP CO	Non-Instructional Supplies			7/25/2013
14-P0027902	5,000.00	HYDRO SCAPE PRODUCTS INC	Non-Instructional Supplies			7/25/2013
14-P0027903	2,500.00	AA EQUIPMENT	Contracted Repair Services			7/25/2013

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5.18 (12)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027904	5,000.00	CLARK SECURITY PRODUCTS INC	Non-Instructional Supplies			7/25/2013
14-P0027905	1,500.00	ANGELUS QUARRIES BLDG	Non-Instructional Supplies			7/25/2013
14-P0027906	2,500.00	ALAN'S LAWNMOWER & GARDEN CTR	Non-Instructional Supplies			7/25/2013
14-P0027907	2,000.00	ALAN'S LAWNMOWER & GARDEN CTR	Contracted Repair Services			7/25/2013
14-P0027908	2,000.00	EBERHARD EQUIPMENT	Non-Instructional Supplies			7/25/2013
14-P0027909	12,000.00	WATERLINE TECHNOLOGIES	Non-Instructional Supplies			7/25/2013
14-P0027910	7,000.00	REGENCY LIGHTING	Non-Instructional Supplies			7/25/2013
14-P0027911	7,000.00	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Non-Instructional Supplies			7/25/2013
14-P0027912	14,000.00	GRAINGER	Non-Instructional Supplies			7/25/2013
14-P0027913	14,000.00	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			7/25/2013
14-P0027914	10,000.00	MONOPRICE INC	Non-Instructional Supplies			7/25/2013
14-P0027915	1,500.00	BIARD & CROCKETT PLUMBING SVCS INC	Non-Instructional Supplies			7/25/2013
14-P0027916	1,000.00	MONOPRICE INC	Non-Instructional Supplies			7/25/2013
14-P0027917	1,000.00	MONOPRICE INC	Non-Instructional Supplies			7/25/2013
14-P0027918	1,000.00	FRY'S ELECTRONICS	Non-Instructional Supplies	SP		7/25/2013
14-P0027919	750.00	IMPACT APPLICATIONS	Software License and Fees			7/25/2013
14-P0027920	228.80	AMERICAN EXPRESS	Conference Expenses	SP		7/25/2013
14-P0027921	8,000.00	NBC UNIVERSAL MEDIA LLC	Software Support Service-Fixed			7/29/2013
14-P0027922	25,000.00	XEROX EDUCATION SERVICES, INC.	Contracted Services			7/29/2013
* 14-P0027923	17,300.00	BLACKBOARD INC	Contracted Services	SP		7/29/2013
14-P0027924	300.00	BOYD & ASSOCIATES	Contracted Repair Services			7/29/2013
14-P0027925	745.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			7/29/2013
* 14-P0027926	11,570.58	TREND OFFSET PRINTING	Class Schedules/Printing	SP		7/29/2013
14-P0027927	770.41	FRANKLIN AIR CONDITIONING	Contracted Repair Services			7/29/2013
14-P0027928	2,100.00	AMERICAN REPROGRAPHICS CO LLC	Rental-Equipment (Short-term)	SP		7/29/2013
* 14-P0027929	182,530.00	STUDENT INSURANCE	All Risk/Athletic Insurance	SP		7/29/2013
14-P0027930	2,160.00	ONTARIO CHAMBER OF COMMERCE	Rental - Facility (Short-term)	SP		7/29/2013
14-P0027931	2,535.75	TANDUS US LLC	Contracted Services	SP		7/29/2013
14-P0027932	4,042.90	SIGNATURE FLOORING INC	Contracted Services	SP		7/29/2013
14-P0027933	3,700.00	LOMA LINDA UNIV	Instructional Supplies	SP		7/29/2013
14-P0027934	90.00	PAPER DEPOT DOCUMENT	Non-Instructional Supplies	SP		7/29/2013
14-P0027935	554.00	TRISTATE ACCOMODATIONS	Instructional Supplies	SP		7/29/2013
14-P0027936	400.00	SEALS COMPRESSED GASES	Instructional Supplies	SP		7/29/2013
14-P0027937	500.00	DON BOOKSTORE	Instructional Supplies	SP		7/29/2013
14-P0027938	3,500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/29/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0027939	2,000.00	COMMERCIAL DOOR OF ANAHEIM INC	Contracted Repair Services			7/29/2013
14-P0027940	4,750.00	STUDY SMART TUTORS INC	Contracted Services	SP		7/29/2013
14-P0027941	2,000.00	BESAM ENTRANCE SOLUTIONS	Contracted Repair Services			7/29/2013
14-P0027942	329.25	DENNIS JAMES CLEEK	Non-Instructional Supplies	SP		7/29/2013
14-P0027943	1,688.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		7/30/2013
14-P0027944	369.64	CORNER BAKERY/CBC RESTAURANT	Food and Food Service Supplies	SP		7/30/2013
14-P0027945	1,500.00	DIVERSIFIED BUSINESS SVCS	Non-Instructional Supplies	SP		7/30/2013
14-P0027946	2,250.00	PLICET JACK	Contracted Services			7/30/2013
14-P0027947	400.00	JOURNEYWORKS PUB	Non-Instructional Supplies	SP		7/30/2013
14-P0027948	250.00	ETR ASSOCIATES	Non-Instructional Supplies	SP		7/30/2013
14-P0149010	2,450.00	CARD INTEGRATORS INC	Software Support Service-Fixed			7/1/2013
14-P0149011	10,983.00	ECS IMAGING INC	Software Support Service-Fixed			7/1/2013
14-P0149012	14,300.00	GRUBER POWER SERVICES	Software Support Service-Fixed			7/1/2013
14-P0149013	28,485.01	THE AMERGROUP INC	Software Support Service-Fixed			7/23/2013
14-P0149015	1,170.00	EVISIONS	Software Support Service-Fixed			7/1/2013
14-P0149016	47,731.14	DATALINK CORP	Software Support Service-Fixed			7/1/2013
14-P0149017	16,000.00	ELLUCIAN INC.	Software Support Service-Fixed			7/1/2013
14-P0149018	68,473.74	ACCUVANT INC	Software Support Service-Fixed			7/1/2013
14-P0149019	65,631.50	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			7/1/2013
14-P0149021	39,270.00	ELLUCIAN INC.	Software Support Service-Fixed			7/1/2013
14-P0149022	3,545.00	ELLUCIAN INC.	Software Support Service-Fixed			7/1/2013
14-P0149023	79,920.00	ST PETER EVANGELICAL	Lease Agreement - Facility	SP		7/1/2013
14-P0149024	81,789.84	HEWLETT PACKARD CO	Software Support Service-Fixed			7/1/2013
14-P0149025	60,000.00	SECTORPOINT INC	Software Support Service-Fixed			7/1/2013
14-P0149026	72,000.00	SECTORPOINT INC	Software Support Service-Fixed			7/1/2013
14-P0149027	110,576.41	INX LLC	Software Support Service-Fixed			7/1/2013
14-P0149030	303,930.00	ELLUCIAN INC.	Software Support Service-Fixed			7/1/2013
14-P0149033	126,511.90	2000 CHAPMAN INC.	Buildings - Facility Lease	SP		7/1/2013
14-P0149034	2,320.00	XAP CORP	Software Support Service-Fixed			7/1/2013
14-P0149035	2,604.00	VERAMARK TECH INC	Software Support Service-Fixed			7/1/2013
14-P0149036	3,680.00	TECHSTRATA LLC	Software Support Service-Fixed			7/1/2013
14-P0149037	14,000.00	SINGLEWIRE SOFTWARE LLC	Software Support Service-Fixed			7/1/2013
14-P0149038	31,914.00	PERCEPTIVE SOFTWARE INC	Software Support Service-Fixed			7/1/2013
14-P0149039	48,186.00	ITPI	Software Support Service-Fixed			7/1/2013
14-P0149040	25,200.00	SANTORA PARTNERS LLC	Lease Agreement - Facility			7/1/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0149041	20,000.00	TASKSTREAM LLC	Software License and Fees	SP		7/1/2013
* 14-P0149042	322,190.00	SER JOBS FOR PROGRESS	Instructional Agrmt - Salary	SP		7/1/2013
* 14-P0149043	90,900.00	SER JOBS FOR PROGRESS	Instructional Agrmt - Salary	SP		7/1/2013
14-P0149044	124,200.00	TROPICAL PLAZA NURSERY	Landscaping			7/2/2013
* 14-P0149045	5,879.56	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149046	3,727.43	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149047	4,124.52	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149048	455.82	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149049	3,733.91	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149050	10,921.27	XEROX CORP	Excess/Copies Usage	SP		7/8/2013
* 14-P0149051	4,588.06	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149052	3,696.67	XEROX CORP	Excess/Copies Usage	SP		7/8/2013
* 14-P0149053	3,915.65	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149054	3,606.24	XEROX CORP	Excess/Copies Usage	SP		7/8/2013
* 14-P0149055	3,889.43	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149056	4,494.53	XEROX CORP	Excess/Copies Usage			7/8/2013
14-P0149057	2,227.14	XEROX CORP	Lease Agreement - Equipment	SP		7/17/2013
14-P0149058	5,436.53	XEROX CORP	Lease Agreement - Equipment	SP		7/17/2013
14-P0149059	1,993.23	XEROX CORP	Lease Agreement - Equipment	SP		7/17/2013
* 14-P0149060	2,424.43	XEROX CORP	Excess/Copies Usage	SP		7/8/2013
* 14-P0149061	2,744.67	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149062	3,784.97	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149063	4,488.97	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149064	320.76	XEROX CORP	Excess/Copies Usage	SP		7/8/2013
* 14-P0149065	412.34	XEROX CORP	Excess/Copies Usage			7/18/2013
14-P0149066	9,270.55	XEROX CORP	Lease Agreement - Equipment			7/8/2013
* 14-P0149067	514.80	XEROX CORP	Excess/Copies Usage	SP		7/17/2013
* 14-P0149068	1,290.00	XEROX CORP	Excess/Copies Usage	SP		7/8/2013
14-P0149069	1,664.00	XEROX CORP	Excess/Copies Usage	SP		7/8/2013
* 14-P0149070	3,367.92	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149071	5,014.79	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149072	4,241.68	XEROX CORP	Excess/Copies Usage			7/8/2013
14-P0149073	1,404.00	XEROX CORP	Excess/Copies Usage			7/8/2013
* 14-P0149074	4,193.04	XEROX CORP	Excess/Copies Usage	SP		7/8/2013
14-P0149075	552.10	XEROX CORP	Excess/Copies Usage			7/8/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 14-P0149076	4,325.88	XEROX CORP	Excess/Copies Usage			7/9/2013
* 14-P0149077	4,216.54	XEROX CORP	Excess/Copies Usage			7/9/2013
* 14-P0149078	16,701.68	XEROX CORP	Excess/Copies Usage			7/9/2013
* 14-P0149079	1,442.92	XEROX CORP	Excess/Copies Usage			7/9/2013
* 14-P0149080	3,782.89	XEROX CORP	Excess/Copies Usage			7/9/2013
* 14-P0149081	3,457.25	XEROX CORP	Excess/Copies Usage			7/9/2013
* 14-P0149082	4,384.07	XEROX CORP	Excess/Copies Usage			7/9/2013
* 14-P0149083	790.80	XEROX CORP	Excess/Copies Usage	SP		7/9/2013
* 14-P0149084	1,244.88	XEROX CORP	Excess/Copies Usage	SP		7/9/2013
14-P0149085	645.84	XEROX CORP	Maint Contract - Office Equip	SP		7/9/2013
* 14-P0149086	3,297.24	XEROX CORP	Excess/Copies Usage			7/9/2013
* 14-P0149087	6,225.64	XEROX CORP	Excess/Copies Usage			7/9/2013
14-P0149088	1,007.64	XEROX CORP	Excess/Copies Usage			7/9/2013
14-P0149089	17,167.00	GREENTREE SYSTEMS INC	Software Support Service			7/9/2013
14-P0149090	20,702.40	GMS ELEVATOR	Maint/Oper Service Agreements			7/10/2013
14-P0149091	2,519.40	GMS ELEVATOR	Contracted Services			7/10/2013
14-P0149093	8,960.40	GMS ELEVATOR	Maint/Oper Service Agreements			7/10/2013
14-P0149094	2,508.00	GMS ELEVATOR	Maint/Oper Service Agreements			7/10/2013
14-P0149095	4,674.00	FRANKLIN AIR CONDITIONING	Contracted Services			7/10/2013
14-P0149096	4,019.40	ORKIN PEST CONTROL	Maint/Oper Service Agreements			7/10/2013
14-P0149097	1,953.00	ORKIN PEST CONTROL	Contracted Services			7/10/2013
14-P0149098	14,931.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			7/10/2013
14-P0149099	83,760.00	SO CAL LAND MAINTENANCE INC	Landscaping			7/10/2013
14-P0149100	37,080.00	MOBILE MODULAR	Lease Agreement - Facility			7/10/2013
14-P0149101	11,340.00	MOBILE MODULAR	Lease Agreement - Facility			7/10/2013
14-P0149102	3,127.02	CR & R INC	Trash Disposal			7/10/2013
14-P0149103	155,000.00	STEPHEN A WRIGHT	Contracted Services	SP		7/16/2013
* 14-P0149104	26,413.95	XEROX CORP	Excess/Copies Usage			7/10/2013
* 14-P0149105	878.40	XEROX CORP	Excess/Copies Usage			7/11/2013
* 14-P0149106	604.68	XEROX CORP	Excess/Copies Usage	SP		7/11/2013
* 14-P0149107	1,100.40	XEROX CORP	Excess/Copies Usage			7/11/2013
* 14-P0149108	1,856.40	XEROX CORP	Excess/Copies Usage			7/11/2013
* 14-P0149109	396.44	XEROX CORP	Excess/Copies Usage			7/11/2013
* 14-P0149110	1,478.40	XEROX CORP	Excess/Copies Usage			7/11/2013
14-P0149111	32,808.99	CR & R INC	Trash Disposal			7/11/2013

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

5.18 (16)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0149112	3,074.93	XEROX CORP	Lease Agreement - Equipment	SP		7/11/2013
14-P0149113	4,300.00	DELL COMPUTER	Maint Contract-Data Processing			7/11/2013
14-P0149114	11,400.00	TEAM ONE MANAGEMENT	Contracted Custodial Services	SP		7/11/2013
14-P0149115	8,884.00	3M LIBRARY SYSTEMS	Maint Contract - Office Equip			7/11/2013
14-P0149116	25,000.00	ROSEMET ENVIRONMENTAL SVCS	Hazardous Materials Removal			7/11/2013
* 14-P0149117	2,649.29	PITNEY BOWES	Lease Agreement - Equipment			7/11/2013
* 14-P0149118	4,588.99	PITNEY BOWES	Lease Agreement - Equipment			7/11/2013
14-P0149119	8,290.20	CR & R INC	Trash Disposal			7/15/2013
14-P0149120	5,400.00	ADVANCED AQUATIC TECH INC	Maint/Oper Service Agreements			7/16/2013
14-P0149121	4,200.00	ANIMAL PEST MGMT SVC	Maint/Oper Service Agreements			7/16/2013
14-P0149122	2,070.00	BOYD & ASSOCIATES	Security Systems & Services			7/16/2013
14-P0149123	4,320.00	TRI CHEM TECH	Maint/Oper Service Agreements			7/16/2013
14-P0149124	583.75	TAB ANSWER NETWORK	Maint/Oper Service Agreements			7/16/2013
14-P0149125	855.00	WESTERN PACIFIC SVCS	Maint/Oper Service Agreements			7/16/2013
14-P0149126	533.75	TAB ANSWER NETWORK	Contracted Services			7/16/2013
14-P0149127	2,464.00	PYRO-COMM SYSTEMS INC	Contracted Services			7/16/2013
14-P0149128	300.00	BOYD & ASSOCIATES	Security Systems & Services			7/16/2013
* 14-P0149129	7,049.70	SIEMENS WATER TECH LLC	Maint/Oper Service Agreements			7/17/2013
14-P0149130	3,288.00	CHEM PRO LABORATORY INC	Contracted Services			7/17/2013
14-P0149131	23,246.00	PYRO-COMM SYSTEMS INC	Maint/Oper Service Agreements			7/16/2013
14-P0149132	2,735.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			7/17/2013
14-P0149133	1,205.28	PITNEY BOWES	Lease Agreement - Equipment			7/17/2013
14-P0149134	4,428.00	KONE INC	Maint/Oper Service Agreements			7/17/2013
14-P0149135	54,000.00	CITY OF SANTA ANA	Instructional Agrmt - Salary	SP		7/17/2013
14-P0149136	6,000.00	CITY OF FULLERTON	Instructional Agrmt - Salary	SP		7/17/2013
14-P0149137	40,000.00	ORANGE COUNTY LAW ENFORCEMENT	Instructional Agrmt - Salary	SP		7/17/2013
14-P0149138	60,000.00	AGIAC ASIAN GANG INVESTIGATION	Instructional Agrmt - Salary	SP		7/17/2013
14-P0149139	270,000.00	CALIF NARCOTIC OFFICERS ASSOC	Instructional Agrmt - Salary			7/18/2013
14-P0149140	17,000.00	CALIF NARCOTICS CANINE ASSOC	Instructional Agrmt - Salary			7/18/2013
14-P0149141	110,000.00	COUNTY OF ORANGE	Instructional Agrmt - Salary			7/18/2013
14-P0149142	20,000.00	CITY OF TUSTIN	Instructional Agrmt - Salary			7/18/2013
14-P0149143	27,000.00	CITY OF COSTA MESA	Instructional Agrmt - Salary	SP		7/18/2013
14-P0149144	2,000.00	OC HUMAN RELATIONS	Instructional Agrmt - Salary			7/18/2013
14-P0149145	157,410.00	CITY OF LONG BEACH	Instructional Agrmt - Salary			7/18/2013
* 14-P0149146	603.13	XEROX CORP	Excess/Copies Useage	SP		7/18/2013

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

5.18 (17)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0149147	583.75	TAB ANSWER NETWORK	Maint/Oper Service Agreements			7/18/2013
14-P0149148	360.75	TAB ANSWER NETWORK	Contracted Services			7/18/2013
* 14-P0149149	19,800.00	VIEJO SWEEPING SERVICES	Maint/Oper Service Agreements	SP		7/18/2013
14-P0149150	10,080.00	VIEJO SWEEPING SERVICES	Maint/Oper Service Agreements	SP		7/22/2013
14-P0149151	5,028.00	MANZANITA SELF STORAGE LLC	Rental - Facility (Short-term)			7/22/2013
14-P0149152	897.00	SCANTRON CORP	Maint Contract - Office Equip	SP		7/22/2013
14-P0149153	3,640.00	BOWEN TECHNOVATION	Maint Contract - Other Equip			7/22/2013
14-P0149154	596.04	CHEM PRO LABORATORY INC	Contracted Services			7/22/2013
14-P0149155	2,350.50	PYRO-COMM SYSTEMS INC	Maint/Oper Service Agreements			7/22/2013
14-P0149156	7,213.00	PYRO-COMM SYSTEMS INC	Maint/Oper Service Agreements			7/22/2013
* 14-P0149157	1,823.50	PYRO-COMM SYSTEMS INC	Security Systems & Services			7/22/2013
14-P0149158	1,018.08	CR & R INC	Contracted Services			7/23/2013
14-P0149159	5,321.07	ARROWHEAD MOUNTAIN SPRINGWATER	Drinking Water Service			7/23/2013
14-P0149160	401.50	ARROWHEAD MOUNTAIN SPRINGWATER	Drinking Water Service			7/29/2013
* 14-P0149161	4,774.20	XEROX CORP	Excess/Copies Usage	SP		7/29/2013
* 14-P0149162	655.20	XEROX CORP	Excess/Copies Usage	SP		7/29/2013
14-P0149163	300.00	BOYD & ASSOCIATES	Security Systems & Services			7/23/2013
14-P0149164	1,186.55	ELESCO	Contracted Services			7/23/2013
14-P0149165	3,271.00	CARRIER CORP	Maint/Oper Service Agreements			7/23/2013
14-P0149166	4,773.00	KNORR SYSTEMS INC	Maint/Oper Service Agreements			7/23/2013
14-P0149167	7,050.00	LAWNSCAPE SYSTEMS	Maint/Oper Service Agreements			7/23/2013
14-P0149169	1,100.00	SCANTRON CORP	Maint Contract - Office Equip	SP		7/29/2013
14-P0149170	6,425.00	ASH ENTERPRISES INT'L INC	Maint Contract - Other Equip			7/29/2013
14-P0149171	897.00	SCANTRON CORP	Maint Contract - Office Equip	SP		7/29/2013
14-P0149173	401.50	ARROWHEAD MOUNTAIN SPRINGWATER	Buildings - Relocation/Moving	SP		7/29/2013
14-P0149174	1,596.00	CONTROL MAINTENANCE & REPAIR INC	Contracted Services			7/29/2013
* 14-P0149175	311.40	XEROX CORP	Excess/Copies Usage	SP		7/29/2013
14-P0149176	6,300.00	STERIS CORP	Maint Contract - Other Equip			7/29/2013
14-P0149177	6,068.00	CONTROL AIR CONDITIONING CORP	Contracted Services			7/29/2013
* 14-P0149178	141,371.70	XEROX CORP	Excess/Copies Usage			7/30/2013
* 14-P0149179	42,227.44	XEROX CORP	Excess/Copies Usage	SP		7/30/2013
* 14-P0149180	7,734.66	XEROX CORP	Maint Contract - Other Equip	SP		7/30/2013
14-P0149181	186,000.00	FREEDOM TELECOMMUNICATIONS INC	Telecommunication Circuits	SP		7/30/2013
14-P0149182	930.00	PARADISE SPRINGS DRINKING WATER	Drinking Water Service	SP		7/30/2013
14-P0149183	300.00	BOYD & ASSOCIATES	Buildings - Relocation/Moving	SP		7/30/2013

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
		<b>Grand Total:</b>	<b>\$11,379,624.85</b>			

5.18 (19)

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

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JUNE 30, 2013 THROUGH JULY 30, 2013  
BOARD MEETING OF AUGUST 19, 2013**

P.O. #	Amount	Description	Department	Comment
14-BP000261	\$5,000,000.00	Acquisition of property located on southeast corner of Bristol & 17th Street in Santa Ana CA	DO-Business Operations/Fiscal Services	Board approved: July 22, 2013
14-P0027491	\$32,253.00	Annual membership fee to Accrediting Commission Community and Junior Colleges for 2013-2014 fiscal year	SAC-Administrative Services	
14-P0027502	\$506,985.00	Resurfacing of parking lots #2, 3, 4 & 5 at Santiago Canyon College	DO-Facility Planning	Bid #1211 Board approved: June 17, 2013
14-P0027558	\$475,027.03	Resurfacing of parking lots #6 & 8 at Santa Ana College	SAC-Administrative Services	Bid #1197 Board approved: June 17, 2013
14-P0027667	\$19,273.00	Electronic library resources to access a variety of subscription databases	SCC-Library	
14-P0027677	\$25,664.51	Optional excess liability insurance binder coverage for 2013-2014 fiscal year	DO-Risk Management	
13-P0027721	\$46,826.50	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: April 21, 2008
14-P0027779	\$55,732.14	Forty-one (41) classroom lecterns for the Humanities Building at Santiago Canyon College	SCC-Administrative Services	Purchased from the California Multiple Award Schedule (CMAS) Contract #s 4-12-71-0130A & 4-12-71-0130B Board approved: July 23, 2012
14-P0027840	\$30,000.00	Legal services related to labor, employer-employee relations, facilities and personnel matters including representation in administrative and court proceedings	DO-Business Operations/Fiscal Services	Board approved: October 15, 2007

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JUNE 30, 2013 THROUGH JULY 30, 2013  
BOARD MEETING OF AUGUST 19, 2013**

P.O. #	Amount	Description	Department	Comment
14-P0027844	\$35,000.00	Specialized legal services related to construction matters and Orange County funding disputes	DO-Business Operations/Fiscal Services	Board approved: July 22, 2013
14-P0027851	\$16,000.00	Independent contractor to assist and develop curriculum for new media, multimedia and entertainment in relation to the Workforce Innovation Partnerships (WIP) grant	DMC	Board approved: July 22, 2013
14-P0027922	\$25,000.00	Professional services to provide student fee tax credit reporting service in relation to 1098-T forms	DO-Business Operations/Fiscal Services	Board approved: July 22, 2013
14-P0027923	\$17,300.00	Consultant services to provide on-site faculty training for Blackboard Learn System software	SAC-Distance Education	Board approved: July 22, 2013
14-P0027929	\$182,530.00	Annual fees for basic insurance including SCAT and STUCAT premiums for students participating in college activities at Santa Ana College and Santiago Canyon College	DO-Risk Management	
14-P0149013	\$28,485.01	Annual software support for OnSSI camera licenses	DO-ITS	Received Quotations: 1) *American Security Group 2) Convergent Technologies 3) Vector Resources, Inc. 4) On-Net Surveillance Systems, Inc. *Successful Bidder
14-P0149016	\$47,731.14	Annual software support for Enterprise vault for storage management & file system archiving & search	DO-ITS	Board approved: June 17, 2013

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JUNE 30, 2013 THROUGH JULY 30, 2013  
BOARD MEETING OF AUGUST 19, 2013**

P.O. #	Amount	Description	Department	Comment
14-P0149017	\$16,000.00	Annual software maintenance for Ellucian mobile application	DO-ITS	Board approved: July 22, 2013
14-P0149018	\$68,473.74	Annual renewal for threat prevention and URL filtering subscription and ACVT Direct premium support	DO-ITS	Board approved: June 17, 2013
14-P0149019	\$65,631.50	Annual renewal for various software support and licenses	DO-ITS	Board approved: June 17, 2013
14-P0149021	\$39,270.00	Annual maintenance and licenses renewal for third party application server and official payments E-commerce	DO-ITS	Board approved: June 17, 2013
14-P0149023	\$79,920.00	Facility lease for Child Development Center at St. Peter Lutheran Church located at 1510 North Parton Street, Santa Ana CA 92706	DO-ITS	Board approved: June 17, 2013
14-P0149024	\$81,789.84	Annual hardware/software maintenance and support renewal for HP servers	DO-ITS	Board approved: June 17, 2013
14-P0149025	\$60,000.00	Annual software support for Dynamic Web Suite for Santa Ana College, Santiago Canyon College and District websites and District intranet	DO-ITS	Board approved: June 17, 2013
14-P0149026	\$72,000.00	Annual renewal for Remote Service Provision (RSP) for District websites	DO-ITS	Board approved: June 17, 2013
14-P0149027	\$110,576.41	Annual renewal for Cisco Smartnet servers	DO-ITS	Board approved: June 17, 2013
14-P0149030	\$303,930.00	Annual maintenance and licenses renewal for Colleague (Core, Student, H/R and Financial modules)	DO-ITS	Board approved: June 17, 2013

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JUNE 30, 2013 THROUGH JULY 30, 2013  
BOARD MEETING OF AUGUST 19, 2013**

P.O. #	Amount	Description	Department	Comment
14-P0149033	\$126,511.90	Facility lease located at 1937 West Chapman Avenue, Orange, CA 92686	DO-Child Development Services	Board approved: January 14, 2013
14-P0149038	\$31,914.00	Annual renewal for ImageNow and CaptureNow licenses	DO-ITS	Board approved: June 17, 2013
14-P0149039	\$48,186.00	Annual license renewal for various District software applications	DO-ITS	Board approved: June 17, 2013
14-P0149040	\$25,200.00	Facility lease located at 207 North Broadway, Santa Ana, CA 92706	DO-ITS	Board approved: June 17, 2013
14-P0149041	\$20,000.00	Annual subscription for Accountability Management System (AMS) software	SCC-Academic Affairs	Board approved: June 17, 2013
14-P0149042	\$322,190.00	Instructional agreement for basic skills training	CEC	Board approved: June 17, 2013
14-P0149043	\$90,900.00	Instructional agreement for vocational skills training	CEC	Board approved: June 17, 2013
14-P0149044	\$124,200.00	Annual landscape maintenance services for Santiago Canyon College and Orange Education Center	SCC-Administrative Services	Bid #1208 Board approved: May 20, 2013
14-P0149078	\$16,701.68	Second year of a 5-year lease of Xerox copier model 4112CP	SCC-Copy Center	Leased from Western States Contracting Alliance (WSCA) MPA #1715, Contract #7-09-36-06 Board approved: June 21, 2010
14-P0149089	\$17,167.00	Annual hosting fee for Recruitment & Applicant system software	DO-Human Resources	Board approved: July 25, 2011
14-P0149090	\$20,702.40	Annual elevator maintenance services for various elevators at Santa Ana College	SAC-Maintenance & Operations	Bid #1162 Board approved: September 27, 2010

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JUNE 30, 2013 THROUGH JULY 30, 2013  
BOARD MEETING OF AUGUST 19, 2013**

P.O. #	Amount	Description	Department	Comment
14-P0149099	\$83,760.00	Annual sports field maintenance service for two soccer fields and one softball field at Santiago Canyon College	SCC-Administrative Services	Bid #1192 Board approved: June 18, 2012
14-P0149100	\$37,080.00	Year-to-year lease of portable classrooms located at Santiago Canyon College	DO-Facility Planning	Board approved: June 17, 2013
14-P0149103	\$155,000.00	Sub-agreement with Opportunity Development Enterprises to implement the statewide Sector Navigator project	DO-Educational Services	Board approved: June 17, 2013
14-P0149104	\$26,413.95	Second year of a 5-year lease of Xerox copier model 4112CP	CEC	Leased from Western States Contracting Alliance (WSCA) MPA #1715, Contract #7-09-36-06 Board approved: June 21, 2010
14-P0149111	\$32,808.99	Annual trash pick-up and disposal services for Santa Ana College, OC-Sheriff's Regional Training Academy and Centennial Education Center	SAC-Maintenance & Operations	Bid #1074 Board approved: April 25, 2011
14-P0149116	\$25,000.00	Annual recycling and disposal of hazardous waste and universal waste at designated District sites	DO-Environmental Safety & Security	Board approved: June 17, 2013
14-P0149131	\$23,246.00	Annual renewal for inspection/testing, alarm equipment & panel monitoring and extended warranty services	SAC-Maintenance & Operations	Board approved: June 17, 2013
14-P0149135	\$54,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: June 18, 2012
14-P0149137	\$40,000.00	Instructional agreement for law enforcement explorer advisors association training classes	CJTC	Board approved: May 10, 2011

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JUNE 30, 2013 THROUGH JULY 30, 2013  
BOARD MEETING OF AUGUST 19, 2013**

P.O. #	Amount	Description	Department	Comment
14-P0149138	\$60,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: July 25, 2011
14-P0149139	\$270,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: July 25, 2011
14-P0149140	\$17,000.00	Instructional agreement for K-9 training classes	CJTC	Board approved: June 18, 2012
14-P0149141	\$110,000.00	Instructional agreement for information processing technician and facilities maintenance specialist	CJTC	Board approved: December 6, 2010
14-P0149142	\$20,000.00	Instructional agreement for advance peace officer training classes	CJTC	Board approved: May 20, 2013
14-P0149143	\$27,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: May 20, 2013
14-P0149145	\$157,410.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: May 6, 2013
14-P0149149	\$19,800.00	Annual parking lot sweeping services for Santiago Canyon College and Orange Education Center	SCC-Administrative Services	Bid #1207 Board approved: May 20, 2013
14-P0149178	\$141,371.70	Second year of a 5-year lease of Xerox printer model 6155PMC	OEC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006
14-P0149179	\$42,227.44	Second year of a 5-year lease of Xerox printer model X700XV	OEC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006
14-P0149181	\$186,000.00	Monthly service fee for various fiber optic connection links District-wide	DO-ITS	RFP #1200 Board approved: November 13, 2012 & April 15, 2013

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To: Board of Trustees	Date: August 19, 2013
Re: Approval of Resource Development Items	
Action: Request for Approval	

**ANALYSIS**

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>						
<p>1. Early Head Start – Year 1 (District)</p> <p>The Early Head Start Program received its final award amount for the first year of a three-year grant award from the U.S. Department of Health and Human Services, Administration for Children and Families, to support enrollment of children and families into Early Head Start programs. (13/14).</p> <table style="margin-left: 40px; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">Operations Budget</td> <td style="text-align: right;">\$256,516</td> </tr> <tr> <td>Training &amp; Technical Assistance</td> <td style="text-align: right;"><u>\$8,707</u></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$265,223</td> </tr> </table> <p>The total match required is \$423,303 for the full year; \$223,141 was reported last fiscal year (Jan. – June). The match carryover balance is 200,162 that consists of \$129,591 of state-funded Child Development Center staff costs and \$70,571 of unclaimed indirect.</p>	Operations Budget	\$256,516	Training & Technical Assistance	<u>\$8,707</u>	Total	\$265,223	07/19/2013	\$265,223
Operations Budget	\$256,516							
Training & Technical Assistance	<u>\$8,707</u>							
Total	\$265,223							
<p>2. ENGAGE in STEM Project – Year 3 (SAC)</p> <p>Third year of a five-year grant award from the U.S. Department of Education – Title III Hispanic-Serving Institutions (HSI) STEM and Articulation Programs to expand and enhance educational opportunities for, and improve the academic attainment of Hispanic students and low in-income students in science, technology, engineering and mathematics (STEM). (13/14). <i>No match required.</i></p>	04/15/2013	\$1,189,826						
<p>3. Santiago Canyon College – Developing HSI Program – Year 4 (SCC)</p> <p>Fourth year of a five-year grant from the U.S. Department of Education – Title V Developing Hispanic-Serving Institutions (HSI) Program to increase student success in science, technology, engineering and math (STEM) and to improve teaching and learning through assessment of student learning outcomes. (13/14). <i>No match required.</i></p>	06/07/2013	\$650,000						

Fiscal Impact: \$2,470,834	Board Date: August 19, 2013
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
4. Seeds to Trees - Digital Media Training (District) Sub-award from the Santa Ana Library for RSCCD's Corporate Training Institute to provide digital media training in graphic design, website design, scriptwriting, video production, digital music and marketing for twenty at risk youth. (13/14). <i>No match required.</i>	07/01/2013	\$61,733
5. Talent Search IV – Year 1 (SAC) First year of a five-year grant from the U.S. Department Of Education to increase retention, graduation, and college-going rates of Santa Ana's 8 <sup>th</sup> – 12 <sup>th</sup> grade students. (13/14). <i>No match required.</i>	06/11/2013	\$304,052

**RECOMMENDATION**

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

Fiscal Impact: \$2,470,834	Board Date: August 19, 2013
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**SPECIAL PROJECT DETAILED BUDGET #1273**  
**NAME: Early Head Start Operating Yr. 1 of 3 (District)**  
**FISCAL YEAR: 2013/2014**

CONTRACT PERIOD: 01/01/2013 - 12/31/2013  
 FY 12/13 CONTRACT INCOME: \$1,393,159  
 FY 12/13 Expenses: **(\$761,695)**  
 FY 13/14 Carryover \$631,464  
 FY 13/14 Augmentation \$256,516  
**FY 13/14 Amount \$887,980**  
 CFDA No. 93.600  
 Award No. 09CH9091/02

PROJ. ADM. Enrique Perez  
 PROJ. DIR. MyLe Pham  
 Date: 8/8/2013

GL Account String	Description	Existing Budget	
		Debit	Credit
33_1273_000000_50000_8199	Other Federal Revenues : District Operations		887,980
33_1273_672000_50000_5865	Indirect Costs : District Operations	31,200	
33_1273_675000_53329_5210	Conference Expenses : EHS Administration	4,510	
<b>33_1273_692000_53328_1210</b>	<b>Academic Management : EHS Santa Ana College</b> <i>Zeferina Gonzalez, SAC Director I @ 30%</i>	11,088	
<b>33_1273_692000_53328_1270</b>	<b>Child Development Teachers : EHS Santa Ana College</b> <i>(8) Master Teachers each @ 25%</i> <i>Daisy Castaneda, Assistant Director, MT/BA 5</i> <i>Luz Cordoba, MT/BA 3</i> <i>Juana Escalera, MT/AA 1</i> <i>Margaret Humphreys, MT/AA 8</i> <i>Imelda Iniguez, MT/AA 3</i> <i>Paz Jorquera, MT/AA 2</i> <i>Colleen Mangali, MT/BA 2</i> <i>Cheryl Owens, MT/AA 8 (Jan-Feb)</i> <i>Keo Phirin Salinas, MT/BA 3</i>	40,390	
<b>33_1273_692000_53328_1471</b>	<b>Sub Child Dev Teachr-Shortterm : EHS Santa Ana Coll</b> <i>Maria Gonzalez, MT Sub HB 8 hrs x 203 days x \$17.50/hr</i> <i>Ellen Olson, MT Sub HB 2 hrs x 203 days x \$17.50/hr</i>	6,580	
<b>33_1273_692000_53328_2130</b>	<b>Classified Employees : EHS Santa Ana College</b> <i>Isabel Mata, Administrative Clerk, +2.5%BIL</i>	22,315	
<b>33_1273_692000_53328_2310</b>	<b>Classified Employees - Ongoing : EHS Santa Ana</b> <i>Nalley Tamayo Frias (May-Dec)</i>	10,546	
<b>33_1273_692000_53328_2320</b>	<b>Classified Employees - Hourly : EHS Santa Ana Colle</b> <i>Fausta Ponce Pliego, Cook (s/t) 2 hrs x 203 dys x \$16.37/hr</i> <i>(8) Child Development Beginning Teachers (Interns)</i>	48,421	
<b>33_1273_692000_53328_2340</b>	<b>Student Assistants - Hourly : EHS Santa Ana C</b>	24,366	
33_1273_692000_53328_3115	STRS - Non-Instructional : EHS Santa Ana Coll	4,792	
33_1273_692000_53328_3215	PERS - Non-Instructional : EHS Santa Ana Coll	8,079	
33_1273_692000_53328_3315	OASDHI - Non-Instructional : EHS Santa Ana Co	4,427	
33_1273_692000_53328_3325	Medicare - Non-Instructional : EHS Santa Ana	2,068	
33_1273_692000_53328_3335	PARS - Non-Instructional : EHS Santa Ana Coll	137	
33_1273_692000_53328_3415	H & W - Non-Instructional : EHS Santa Ana Col	22,342	
33_1273_692000_53328_3435	H & W - Retiree Fund Non-Inst : EHS Santa Ana	1,670	
33_1273_692000_53328_3515	SUI - Non-Instructional : EHS Santa Ana Colle	425	
33_1273_692000_53328_3615	WCI - Non-Instructional : EHS Santa Ana Colle	4,005	
33_1273_692000_53328_3915	Other Benefits - Non-Instruct : EHS Santa Ana	3,229	
33_1273_692000_53328_4310	Instructional Supplies : EHS Santa Ana Colleg	3,200	
33_1273_692000_53328_4610	Non-Instructional Supplies : EHS Santa Ana Co	5,600	
33_1273_692000_53328_4710	Food and Food Service Supplies : EHS Santa An	3,800	

**SPECIAL PROJECT DETAILED BUDGET #1273**  
**NAME: Early Head Start Operating Yr. 1 of 3 (District)**  
**FISCAL YEAR: 2013/2014**

CONTRACT PERIOD: 01/01/2013 - 12/31/2013  
 FY 12/13 CONTRACT INCOME: \$1,393,159  
 FY 12/13 Expenses: **(\$761,695)**  
 FY 13/14 Carryover \$631,464  
 FY 13/14 Augmentation **\$256,516**  
**FY 13/14 Amount \$887,980**  
 CFDA No. 93.600  
 Award No. 09CH9091/02

PROJ. ADM. Enrique Perez  
 PROJ. DIR. MyLe Pham  
 Date: 8/8/2013

GL Account String	Description	Existing Budget	
		Debit	Credit
33_1273_692000_53329_1210	<b>Academic Management : EHS Administration</b> Dee Tucker, CDC Exec. Director (Jan - Aug) @ 25% Janneth Linnell, CDC Director (Aug-Dec) @ 25% My Le Pham, EHS Director I @ 100% Connie Van, Assoc. Director II Parent Svcs/ERSEA @ 100% Jennifer Pruznick, Associate Director II - Education/Disabilities @ 100%	110,687	
33_1273_692000_53329_1270	<b>Child Development Teachers : EHS Administration</b> (5) Homebase Parent Educators/Master Teachers each @ 100% Maribel Arreguin Lopez, MT/BA 2 Catherine Candela, MT/BA 2 Isela Cervantes, MT/BA 2 Alicia Ramirez, MT/BA 3 Sandra Santamaria, MT/AA 2	98,178	
33_1273_692000_53329_1471	<b>Sub Child Dev Teachr-Shortterm : EHS Administ</b>	0	
33_1273_692000_53329_2130	<b>Classified Employees : EHS Administration</b> Laurene Lugo, CDS Adm.Secretary, +5%L+2.5%BIL @ 10% Jacqueline Valadez, EHS Adm. Secretary @ 90% Cherie Ericson, Accountant, +2.5%L+4PG/\$2,000/yr @ 45% Jessica Avalos, Adm. Clerk, +2.5%L+4PG/\$1,000/yr @ 100%	64,749	
33_1273_692000_53329_2320	<b>Classified Employees - Hourly : EHS Administ</b> Martha Gallegos	15,780	
33_1273_692000_53329_3115	STRS - Non-Instructional : EHS Administration	17,242	
33_1273_692000_53329_3215	PERS - Non-Instructional : EHS Administration	7,804	
33_1273_692000_53329_3315	OASDHI - Non-Instructional : EHS Administrati	4,119	
33_1273_692000_53329_3325	Medicare - Non-Instructional : EHS Administra	4,382	
33_1273_692000_53329_3335	PARS - Non-Instructional : EHS Administration	205	
33_1273_692000_53329_3415	H & W - Non-Instructional : EHS Administratio	75,266	
33_1273_692000_53329_3435	H & W - Retiree Fund Non-Inst : EHS Administ	3,023	
33_1273_692000_53329_3515	SUI - Non-Instructional : EHS Administration	150	
33_1273_692000_53329_3615	WCI - Non-Instructional : EHS Administration	7,257	
33_1273_692000_53329_3915	Other Benefits - Non-Instruct : EHS Administ	12,910	
33_1273_692000_53329_4310	Instructional Supplies : EHS Administration	4,600	
33_1273_692000_53329_4610	Non-Instructional Supplies : EHS Administrati	6,000	
33_1273_692000_53329_4710	Food and Food Service Supplies : EHS Administ	3,000	
33_1273_692000_53329_5100	Contracted Services : EHS Administration	175,000	
33_1273_692000_53329_5220	Mileage/Parking Expenses : EHS Administration	4,000	
33_1273_692000_53329_5230	District In-Service Activities : EHS Administ	1,863	
33_1273_692000_53329_5300	Inst Dues & Memberships : EHS Administration	3,400	
33_1273_692000_53329_5845	Excess/Copies Useage : EHS Administration	2,200	
33_1273_692000_53329_5850	Fingerprinting : EHS Administration	2,000	
33_1273_692000_53329_5905	Other Participant Travel Exp : EHS Administra	200	
33_1273_692000_53329_5940	Reproduction/Printing Expenses : EHS Administ	275	
33_1273_692000_53329_5955	TB/Hep Tests & Physicals Exp : EHS Administra	500	
	<b>Total 1273 - EHS CY 2013</b>	<b>887,980</b>	<b>887,980</b>

6.1 (4)

**SPECIAL PROJECT DETAILED BUDGET #1273**  
**NAME: Early Head Start Operating Yr. 1 of 3 (District)**  
**FISCAL YEAR: 2013/2014**

CONTRACT PERIOD: 01/01/2013 - 12/31/2013  
 FY 12/13 CONTRACT INCOME: \$1,393,159  
 FY 12/13 Expenses: (\$761,695)  
 FY 13/14 Carryover \$631,464  
 FY 13/14 Augmentation \$256,516  
**FY 13/14 Amount \$887,980**  
 CFDA No. 93.600  
 Award No. 09CH9091/02

PROJ. ADM. Enrique Perez  
 PROJ. DIR. MyLe Pham  
 Date: 8/8/2013

GL Account String	Description	Existing Budget	
		Debit	Credit

The match required is 20% of the total approved cost of the project that includes the EHS award (federal share) and the non-federal share at \$423,303. Match consists of Child Development state-funded staff and unclaimed indirect costs as listed below:

Match Required	423,303
FY 12/13 Match Reported Q1 and Q2	<u>223,141</u>
<b>FY 12/13 Match Balance</b>	<b>200,162</b>
FY 13/14 Match Carryover	
Cash-match from state-funded 33-2120 (53328):	
(8) Child Development Master Teachers each @ 50% + benefits: Daisy Castaneda, Assistant Director; Luz Cordoba; Juana Escalera; Margaret Humphreys; Imelda Iniguez; Paz Jorquera; Colleen Mangali; Keo Phirin Salinas.	113,706
Zeferina Gonzalez, SAC Director @ 30% + benefits	15,885
7% unclaimed indirect applied to federal & non-federal direct costs	70,571
\$878,574 (Operating & TTA direct costs) + \$129,591 (non-federal share) x 7%= \$70,571	
<b>Total FY 13/14 Match</b>	<b>200,162</b>

6.1 (5)

**SPECIAL PROJECT DETAILED BUDGET #1278**  
**NAME: Early Head Start Training & Technical Assistance Yr. 1 of 3 (District)**  
**FISCAL YEAR: 2013/2014**

CONTRACT PERIOD: 01/01/2013 - 12/31/2013  
 FY 12/13 CONTRACT INCOME: \$34,829  
 FY 12/13 Expenses: (\$20,870)  
 FY 13/14 Carryover \$13,959  
 FY 13/14 Augmentation \$8,707  
**FY 13/14 Amount \$22,666**  
 CFDA No. 93.600  
 Award No. 09CH9091/02

PROJ. ADM. Enrique Perez  
 PROJ. DIR. MyLe Pham  
 Date: 8/8/2013

GL Account String	Description	Existing Budget	
		Debit	Credit
33_1278_000000_50000_8199	Other Federal Revenues : District Operations		22,666
33_1278_672000_50000_5865	Indirect Costs : District Operations @ 4%	872	
33_1278_675000_53329_5210	Conference Expenses : EHS Administration	8,663	
33_1278_692000_53329_4710	Food and Food Service Supplies : EHS Administ	757	
33_1278_692000_53329_5100	Contracted Services : EHS Administration	12,374	
	<b>Total 1278 - EHS T&amp;TA Yr. 1</b>	<b>22,666</b>	<b>22,666</b>

6.1 (6)

**SPECIAL PROJECT DETAILED BUDGET # 1667**

**NAME: Title III HSI-STEM - ENGAGE in STEM Project**

**(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 3**

**FISCAL YEAR: 2013/2014 & 2014/2015**

CONTRACT PERIOD: 10/01/13 TO 09/30/14

CONTRACT INCOME: \$1,189,826

CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant

PROJ. DIR. Steve Bautista

Date: 08/08/13

<b>GL Accounts</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
12-1667-000000-10000-8120	Higher Education Act : Santa Ana College		1,153,777
<b>STEM &amp; ARTICULATION ACTIVITY</b>			
12-1667-499900-15330-2420	Inst Assistant - Hourly : Center for Teacher Educat <b>- 4 Inst. Assts. (12 hrs/wk x 32 wks) &amp; STEM Student Teachers (2)</b>	27,993	
12-1667-499900-15330-3211	PERS - Instructional : Center for Teacher Education	1,598	
12-1667-499900-15330-3311	OASDHI - Instructional : Center for Teacher Educati	868	
12-1667-499900-15330-3321	Medicare - Instructional : Center for Teacher Educa	406	
12-1667-499900-15330-3331	PARS - Instructional : Center for Teacher Education	182	
12-1667-499900-15330-3431	H & W - Retiree Fund Inst : Center for Teacher Educ	280	
12-1667-499900-15330-3511	SUI - Instructional : Center for Teacher Education	14	
12-1667-499900-15330-3611	WCI - Instructional : Center for Teacher Education	672	
12-1667-602000-15330-1483	Beyond Contr - Reassigned Time : Center for Teacher <b>- Technologist/Technology Curriculum</b>	10,000	
12-1667-602000-15330-3115	STRS - Non-Instructional : Center for Teacher Educa	825	
12-1667-602000-15330-3325	Medicare - Non-Instructional : Center for Teacher E	145	
12-1667-602000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Teacher	100	
12-1667-602000-15330-3515	SUI - Non-Instructional : Center for Teacher Educat	5	
12-1667-602000-15330-3615	WCI - Non-Instructional : Center for Teacher Educat	240	
12-1667-631000-15330-1232	Contract Extension-Counselors : Center for Teacher <b>- CFTE Director - Summer LHE/Contract Extension</b>	10,000	
12-1667-631000-15330-1430	Part-Time Counselors : Center for Teacher Education <b>- STEM Counseling Support</b>	26,880	
12-1667-631000-15330-1433	Beyond Contract - Counselors : Center for Teacher E <b>- STEM Counseling Support</b>	11,520	

6.1 (7)

**SPECIAL PROJECT DETAILED BUDGET # 1667**  
**NAME: Title III HSI-STEM - ENGAGE in STEM Project**  
**(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 3**  
**FISCAL YEAR: 2013/2014 & 2014/2015**

CONTRACT PERIOD: 10/01/13 TO 09/30/14  
 CONTRACT INCOME: \$1,189,826  
 CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant  
 PROJ. DIR. Steve Bautista

Date: 08/08/13

GL Accounts	Description	Debit	Credit
12-1667-631000-15330-1434	Int/Sum Beyond Contr-Counselor : Center for Teacher - <b>STEM Counseling Support</b>	6,400	
12-1667-631000-15330-1435	Int/Sum - Counselors,Part-Time : Center for Teacher - <b>STEM Counseling Support</b>	6,400	
12-1667-631000-15330-3115	STRS - Non-Instructional : Center for Teacher Educa	5,049	
12-1667-631000-15330-3325	Medicare - Non-Instructional : Center for Teacher E	888	
12-1667-631000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Teacher	612	
12-1667-631000-15330-3515	SUI - Non-Instructional : Center for Teacher Educat	31	
12-1667-631000-15330-3615	WCI - Non-Instructional : Center for Teacher Educat	1,469	
12-1667-649000-15330-2130	Classified Employees : Center for Teacher Education - <b>Kalonji Saterfield (75%)</b>	55,204	
12-1667-649000-15330-2310	Classified Employees - Ongoing : Center for Teacher - <b>2 Transfer Center Specialists (19 hrs/wk ongoing)</b>	41,948	
12-1667-649000-15330-2340	Student Assistants - Hourly : Center for Teacher Ed	4,560	
12-1667-649000-15330-3215	PERS - Non-Instructional : Center for Teacher Educa	11,092	
12-1667-649000-15330-3315	OASDHI - Non-Instructional : Center for Teacher Edu	6,086	
12-1667-649000-15330-3325	Medicare - Non-Instructional : Center for Teacher E	1,423	
12-1667-649000-15330-3415	H & W - Non-Instructional : Center for Teacher Educ	16,936	
12-1667-649000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Teacher	1,027	
12-1667-649000-15330-3515	SUI - Non-Instructional : Center for Teacher Educat	49	
12-1667-649000-15330-3615	WCI - Non-Instructional : Center for Teacher Educat	2,465	
12-1667-649000-15330-3915	Other Benefits - Non-Instruct : Center for Teacher	1,012	
12-1667-649000-15330-4310	Instructional Supplies : Center for Teacher E - <b>STEM Outreach/Classroom Materials &amp; Engineering Room materials</b>	9,000	

6.1 (8)

**SPECIAL PROJECT DETAILED BUDGET # 1667**  
**NAME: Title III HSI-STEM - ENGAGE in STEM Project**  
**(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 3**  
**FISCAL YEAR: 2013/2014 & 2014/2015**

CONTRACT PERIOD: 10/01/13 TO 09/30/14  
 CONTRACT INCOME: \$1,189,826  
 CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant  
 PROJ. DIR. Steve Bautista

Date: 08/08/13

GL Accounts	Description	Debit	Credit
12-1667-649000-15330-4610	Non-Instructional Supplies : Center for Teach - Office Supplies & Conference Supplies	5,000	
12-1667-649000-15330-4710	Food and Food Service Supplies : Center for T - Road to Teaching Conference & Mentor/Mentee Receptions	5,000	
12-1667-649000-15330-5100	Contracted Services : Center for Teacher Education - Faculty/Staff Trainings Technology (\$1,000) - CBEST Instructors (\$2,400) - CSUF (\$279,818) - NOCCCD - Fullerton College (\$364,440)	647,658	
12-1667-649000-15330-5220	Mileage/Parking Expenses : Center for Teacher Educa	500	
12-1667-649000-15330-5905	Other Participant Travel Exp : Center for Teacher E	1,800	
12-1667-675000-15330-1480	Part-Time Reassigned Time : Center for Teacher Educ - Faculty Stipends - STEM Workshops/Teacher Ed. Workshops - STEM Leadership/Support Network - Introduction to Engineer Courses	15,200	
12-1667-675000-15330-1484	Int/Sum Beynd Contr-Reassigned : Center for Teacher - Faculty Coordinator - Summer Research Institute	6,100	
12-1667-675000-15330-3115	STRS - Non-Instructional : Center for Teacher Educa	1,757	
12-1667-675000-15330-3325	Medicare - Non-Instructional : Center for Teacher E	309	
12-1667-675000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Teacher	213	
12-1667-675000-15330-3515	SUI - Non-Instructional : Center for Teacher Educat	11	
12-1667-675000-15330-3615	WCI - Non-Instructional : Center for Teacher Educat	511	
12-1667-675000-15330-5210	Conference Expenses : Center for Teacher Education - NACCTEP	7,200	
12-1667-732000-15330-7610	Books Paid for Students : Center for Teacher Educat - Textbook Loan Program	2,000	

(6) 1 (9)

**SPECIAL PROJECT DETAILED BUDGET # 1667**  
**NAME: Title III HSI-STEM - ENGAGE in STEM Project**  
**(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 3**  
**FISCAL YEAR: 2013/2014 & 2014/2015**

CONTRACT PERIOD: 10/01/13 TO 09/30/14  
 CONTRACT INCOME: \$1,189,826  
 CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant  
 PROJ. DIR. Steve Bautista

Date: 08/08/13

GL Accounts	Description	Debit	Credit
12-1667-732000-15330-7650	Stipends Paid to Students : Center for Teacher Educ - Student Stipends (Tutors/Internships)	50,000	
12-1667-678000-14142-2320	Classified Employees - Hourly : Academic Support - - ITS Support - Technical Specialist	5,000	
12-1667-678000-14142-3325	Medicare - Non-Instructional : Academic Support - S	73	
12-1667-678000-14142-3335	PARS - Non-Instructional : Academic Support - SAC	65	
12-1667-678000-14142-3435	H & W - Retiree Fund Non-Inst : Academic Support -	50	
12-1667-678000-14142-3515	SUI - Non-Instructional : Academic Support - SAC	3	
12-1667-678000-14142-3615	WCI - Non-Instructional : Academic Support - SAC	120	
<b>MANAGEMENT</b>			
12-1667-649000-15310-2130	Classified Employees : Counseling - Tuan Nguyen (75%)	55,669	
12-1667-649000-15310-3215	PERS - Non-Instructional : Counseling	6,356	
12-1667-649000-15310-3315	OASDHI - Non-Instructional : Counseling	3,514	
12-1667-649000-15310-3325	Medicare - Non-Instructional : Counseling	822	
12-1667-649000-15310-3415	H & W - Non-Instructional : Counseling	16,059	
12-1667-649000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	567	
12-1667-649000-15310-3515	SUI - Non-Instructional : Counseling	28	
12-1667-649000-15310-3615	WCI - Non-Instructional : Counseling	1,360	
12-1667-649000-15310-3915	Other Benefits - Non-Instruct : Counseling	1,013	
12-1667-649000-15310-4610	Non-Instructional Supplies : Counseling - Management - Office Supplies	500	
12-1667-649000-15310-4710	Food and Food Service Supplies : Counseling - Management - Admin. meetings	1,000	

6.1 (10)

**SPECIAL PROJECT DETAILED BUDGET # 1667**  
**NAME: Title III HSI-STEM - ENGAGE in STEM Project**  
**(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 3**  
**FISCAL YEAR: 2013/2014 & 2014/2015**

CONTRACT PERIOD: 10/01/13 TO 09/30/14  
 CONTRACT INCOME: \$1,189,826  
 CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant  
 PROJ. DIR. Steve Bautista

Date: 08/08/13

GL Accounts	Description	Debit	Credit
12-1667-649000-15310-5100	Contracted Services : Counseling - Management - External Evaluator (UCI - \$30,000 & USC-CUE - \$10,000) - Management - Grave's Communication (\$9,000)	49,000	
12-1667-675000-15310-5210	Conference Expenses : Counseling - Management - Directors meeting (Washington D.C.)	5,400	
12-1667-649000-15310-5940	Reproduction/Printing Expenses : Counseling - Management - Printing/paper	540	
12-1667-000000-50000-8120	Higher Education Act : District Operations		36,049
12-1667-679000-53340-2310	Classified Employees - Ongoing : Research	29,058	
12-1667-679000-53340-3215	PERS - Non-Instructional : Research	3,313	
12-1667-679000-53340-3315	OASDHI - Non-Instructional : Research	1,802	
12-1667-679000-53340-3325	Medicare - Non-Instructional : Research	421	
12-1667-679000-53340-3435	H & W - Retiree Fund Non-Inst : Research	291	
12-1667-679000-53340-3515	SUI - Non-Instructional : Research	467	
12-1667-679000-53340-3615	WCI - Non-Instructional : Research	697	
<b>Totals for PROJECT: 1667</b>	<b>Title III - HSI-STEM (Year 3)</b>	<b>1,189,826</b>	<b>1,189,826</b>

6.1 (11)

**SPECIAL PROJECT DETAILED BUDGET # 1678**  
**NAME: Title V - SCC Developing HSI Program (Year 4)**  
**FISCAL YEAR: 2013/2014 & 2014/15**

CONTRACT PERIOD: 10/1/13 to 9/30/14  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S ; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/07/13

GL Accounts	Description	Debit	Credit
12-1678-000000-20000-8120	Higher Education Act : Santiago Canyon Colleg		650,000
	Classified Employees - Ongoing : Academic Aff		
12-1678-601000-25051-2310	- <b>Stephanie Cole</b>	20,297	
12-1678-601000-25051-3325	Medicare - Non-Instructional : Academic Affai	294	
12-1678-601000-25051-3335	PARS - Non-Instructional : Academic Affairs O	264	
12-1678-601000-25051-3435	H & W - Retiree Fund Non-Inst : Academic Affa	203	
12-1678-601000-25051-3515	SUI - Non-Instructional : Academic Affairs Of	10	
12-1678-601000-25051-3615	WCI - Non-Instructional : Academic Affairs Of	487	
12-1678-601000-25051-4610	Non-Instructional Supplies : Academic Affairs	500	
12-1678-675000-25051-5210	Conference Expenses : Academic Affairs Office	2,500	
<b>Total Department 25051 Academic Affairs Office</b>		<b>24,555</b>	
12-1678-632000-25055-1210	Academic Management : Instl Effectiveness/Ass - <b>Aaron Voelcker (50%)</b>	46,291	
12-1678-632000-25055-1484	Int/Sum Beynd Contr-Reassigned : Instl Effect - <b>Kay Powell (Sum14 - 12 LHE)</b>	20,012	
12-1678-632000-25055-2130	Classified Employees : Instl Effectiveness/As - <b>Rudy Tjiptahadi (75%)</b>	48,489	
12-1678-632000-25055-2340	Student Assistants - Hourly : Instl Effective - <b>J. Gilbert (Sp14&amp;Sum14: \$12/hr x 15 hrs/wk x 25 wks)</b>	4,850	
12-1678-632000-25055-3115	STRS - Non-Instructional : Instl Effectivenes	2,022	
12-1678-632000-25055-3215	PERS - Non-Instructional : Instl Effectivenes	10,821	
12-1678-632000-25055-3315	OASDHI - Non-Instructional : Instl Effectiven	6,034	
12-1678-632000-25055-3325	Medicare - Non-Instructional : Instl Effectiv	1,701	
12-1678-632000-25055-3415	H & W - Non-Instructional : Instl Effectivene	18,275	
12-1678-632000-25055-3435	H & W - Retiree Fund Non-Inst : Instl Effecti	1,218	
12-1678-632000-25055-3515	SUI - Non-Instructional : Instl Effectiveness	59	
12-1678-632000-25055-3615	WCI - Non-Instructional : Instl Effectiveness	2,924	

6.1 (12)

**SPECIAL PROJECT DETAILED BUDGET # 1678**  
**NAME: Title V - SCC Developing HSI Program (Year 4)**  
**FISCAL YEAR: 2013/2014 & 2014/15**

CONTRACT PERIOD: 10/1/13 to 9/30/14  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S ; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/07/13

GL Accounts	Description	Debit	Credit
12-1678-632000-25055-3915	Other Benefits - Non-Instruct : Instl Effecti	2,543	
12-1678-632000-25055-4610	Non-Instructional Supplies : Instl Effectiven	500	
12-1678-632000-25055-5950	Software License and Fees : Instl Effectivene	20,000	
12-1678-632000-25055-6414	Equipment - Software > \$1,000 : Instl Effecti	3,500	
12-1678-675000-25055-1483	Beyond Contr - Reassigned Time : Instl Effect	4,000	
12-1678-675000-25055-1484	Int/Sum Beynd Contr-Reassigned : Instl Effect	1,500	
12-1678-675000-25055-3115	STRS - Non-Instructional : Instl Effectiveness	371	
12-1678-675000-25055-3325	Medicare - Non-Instructional : Instl Effectiv	65	
12-1678-675000-25055-3435	H & W - Retiree Fund Non-Inst : Instl Effecti	45	
12-1678-675000-25055-3515	SUI - Non-Instructional : Instl Effectiveness	2	
12-1678-675000-25055-3615	WCI - Non-Instructional : Instl Effectiveness	108	
12-1678-675000-25055-4710	Food and Food Service Supplies : Instl Effect	1,000	
12-1678-675000-25055-5210	Conference Expenses : Instl Effectiveness/Ass	3,000	
<b>Total Department 25055 Instl Effectiveness/Assessment</b>		<b>199,330</b>	
12-1678-170100-25150-1483	Beyond Contr - Reassigned Time : Math - <b>Scott Sakamoto (Fa13 - 3 LHE; Sp14 - 3 LHE)</b>	6,601	
12-1678-170100-25150-1484	Int/Sum Beynd Contr-Reassigned : Math - <b>Scott Sakamoto (Sum14 - 3 LHE)</b>	5,596	
12-1678-170100-25150-3115	STRS - Non-Instructional : Math	1,006	
12-1678-170100-25150-3325	Medicare - Non-Instructional : Math	177	
12-1678-170100-25150-3435	H & W - Retiree Fund Non-Inst : Math	122	
12-1678-170100-25150-3515	SUI - Non-Instructional : Math	6	
12-1678-170100-25150-3615	WCI - Non-Instructional : Math	293	
12-1678-611000-25150-2410	Inst Assistant - Ongoing : Math - <b>57 hrs/wk x 42 wks x \$15.80</b>	37,825	
12-1678-611000-25150-3211	PERS - Instructional : Math	1,296	
12-1678-611000-25150-3311	OASDHI - Instructional : Math	704	

6.1 (13)

**SPECIAL PROJECT DETAILED BUDGET # 1678**  
**NAME: Title V - SCC Developing HSI Program (Year 4)**  
**FISCAL YEAR: 2013/2014 & 2014/15**

CONTRACT PERIOD: 10/1/13 to 9/30/14  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S ; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/07/13

GL Accounts	Description	Debit	Credit
12-1678-611000-25150-3321	Medicare - Instructional : Math	549	
12-1678-611000-25150-3331	PARS - Instructional : Math	344	
12-1678-611000-25150-3431	H & W - Retiree Fund Inst : Math	378	
12-1678-611000-25150-3511	SUI - Instructional : Math	19	
12-1678-611000-25150-3611	WCI - Instructional : Math	908	
12-1678-675000-25150-1483	Beyond Contr - Reassigned Time : Math	1,500	
12-1678-675000-25150-3115	STRS - Non-Instructional : Math	124	
12-1678-675000-25150-3325	Medicare - Non-Instructional : Math	22	
12-1678-675000-25150-3435	H & W - Retiree Fund Non-Inst : Math	15	
12-1678-675000-25150-3515	SUI - Non-Instructional : Math	1	
12-1678-675000-25150-3615	WCI - Non-Instructional : Math	36	
<b>Total Department 25150 Math</b>		<b>57,522</b>	
12-1678-040100-25162-1310	Part-Time Instructors : Biology - D. Burbridge & D. Fitzpatrick (Fa13, Sp14 & Fa14)	19,914	
12-1678-040100-25162-3111	STRS - Instructional : Biology	1,643	
12-1678-040100-25162-3321	Medicare - Instructional : Biology	289	
12-1678-040100-25162-3431	H & W - Retiree Fund Inst : Biology	199	
12-1678-040100-25162-3511	SUI - Instructional : Biology	10	
12-1678-040100-25162-3611	WCI - Instructional : Biology	478	
<b>Total Department 25162 Biology</b>		<b>22,533</b>	
12-1678-190500-25163-1310	Part-Time Instructors : Chemistry - J. Mandir & A. Efron (Fa13, Sp14 & Fa14)	21,972	
12-1678-190500-25163-3111	STRS - Instructional : Chemistry	1,813	
12-1678-190500-25163-3321	Medicare - Instructional : Chemistry	319	
12-1678-190500-25163-3431	H & W - Retiree Fund Inst : Chemistry	220	
12-1678-190500-25163-3511	SUI - Instructional : Chemistry	11	

6.1 (14)

**SPECIAL PROJECT DETAILED BUDGET # 1678**  
**NAME: Title V - SCC Developing HSI Program (Year 4)**  
**FISCAL YEAR: 2013/2014 & 2014/15**

CONTRACT PERIOD: 10/1/13 to 9/30/14  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S ; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/07/13

GL Accounts	Description	Debit	Credit
12-1678-190500-25163-3611	WCI - Instructional : Chemistry	527	
12-1678-190500-25163-1484	Int/Sum Beynd Contr-Reassigned : Chemistry - Nahla El Said (Sum14 - 3 LHE)	5,596	
12-1678-190500-25163-3115	STRS - Non-Instructional : Chemistry	462	
12-1678-190500-25163-3325	Medicare - Non-Instructional : Chemistry	81	
12-1678-190500-25163-3435	H & W - Retiree Fund Non-Inst : Chemistry	56	
12-1678-190500-25163-3515	SUI - Non-Instructional : Chemistry	3	
12-1678-190500-25163-3615	WCI - Non-Instructional : Chemistry	134	
<b>Total Department 25163 Chemistry</b>		<b>31,194</b>	
12-1678-190100-25167-1310	Part-Time Instructors : Physical Science - A. Said (Fa13, Sp14 & Fa14)	11,370	
12-1678-190100-25167-3111	STRS - Instructional : Physical Science	938	
12-1678-190100-25167-3321	Medicare - Instructional : Physical Science	165	
12-1678-190100-25167-3431	H & W - Retiree Fund Inst : Physical Science	114	
12-1678-190100-25167-3511	SUI - Instructional : Physical Science	6	
12-1678-190100-25167-3611	WCI - Instructional : Physical Science	273	
<b>Total Department 25167 Physical Science</b>		<b>12,866</b>	
12-1678-190200-25168-1484	Int/Sum Beynd Contr-Reassigned : Physics - Cindy Swift (Sum14 - 3 LHE)	5,003	
12-1678-190200-25168-3115	STRS - Non-Instructional : Physics	413	
12-1678-190200-25168-3325	Medicare - Non-Instructional : Physics	73	
12-1678-190200-25168-3435	H & W - Retiree Fund Non-Inst : Physics	50	
12-1678-190200-25168-3515	SUI - Non-Instructional : Physics	3	
12-1678-190200-25168-3615	WCI - Non-Instructional : Physics	120	
<b>Total Department 25168 Physics</b>		<b>5,662</b>	
12-1678-611000-25169-2410	Inst Assistant - Ongoing : Science Learning C - (\$15.8/hr x 19 hrs/wk x 42 wks x 3) X 75%	28,369	

6.1 (15)

**SPECIAL PROJECT DETAILED BUDGET # 1678**  
**NAME: Title V - SCC Developing HSI Program (Year 4)**  
**FISCAL YEAR: 2013/2014 & 2014/15**

CONTRACT PERIOD: 10/1/13 to 9/30/14  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S ; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/07/13

GL Accounts	Description	Debit	Credit
12-1678-611000-25169-2420	Inst Assistant - Hourly : Science Learning Ce	5,200	
12-1678-611000-25169-3211	PERS - Instructional : Science Learning Cente	972	
12-1678-611000-25169-3311	OASDHI - Instructional : Science Learning Cen	528	
12-1678-611000-25169-3321	Medicare - Instructional : Science Learning C	411	
12-1678-611000-25169-3331	PARS - Instructional : Science Learning Cente	258	
12-1678-611000-25169-3431	H & W - Retiree Fund Inst : Science Learning	284	
12-1678-611000-25169-3511	SUI - Instructional : Science Learning Center	14	
12-1678-611000-25169-3611	WCI - Instructional : Science Learning Center	681	
12-1678-611000-25169-1483	Beyond Contr - Reassigned Time : Science Lear - Denise Foley (Fall & Spring - 3 LHE)	6,601	
12-1678-611000-25169-1484	Int/Sum Beynd Contr-Reassigned : Science Lear - Denise Foley (Sum14 - 3 LHE)	5,596	
12-1678-611000-25169-2310	Classified Employees - Ongoing : Science Lear - 3 L.F. @ \$17.89/hr x 19 hrs/wk x 42 wks x 75%	32,122	
12-1678-611000-25169-2340	Student Assistants - Hourly : Science Learnin - Sp14: \$9.50/hr x 10 hrs/wk x 17 wks x 20 SA's - Sum14: \$9.50/hr x 10 hrs/wk x 8 wks x 10 SA's	50,160	
12-1678-611000-25169-3115	STRS - Non-Instructional : Science Learning C	1,006	
12-1678-611000-25169-3215	PERS - Non-Instructional : Science Learning C	1,100	
12-1678-611000-25169-3315	OASDHI - Non-Instructional : Science Learning	598	
12-1678-611000-25169-3325	Medicare - Non-Instructional : Science Learni	643	
12-1678-611000-25169-3335	PARS - Non-Instructional : Science Learning C	292	
12-1678-611000-25169-3435	H & W - Retiree Fund Non-Inst : Science Learn	842	
12-1678-611000-25169-3515	SUI - Non-Instructional : Science Learning Ce	22	
12-1678-611000-25169-3615	WCI - Non-Instructional : Science Learning Ce	2,021	
12-1678-611000-25169-4310	Instructional Supplies : Science Learning Cen	14,000	

6.1 (16)

**SPECIAL PROJECT DETAILED BUDGET # 1678**  
**NAME: Title V - SCC Developing HSI Program (Year 4)**  
**FISCAL YEAR: 2013/2014 & 2014/15**

CONTRACT PERIOD: 10/1/13 to 9/30/14  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S ; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/07/13

GL Accounts	Description	Debit	Credit
12-1678-611000-25169-4610	Non-Instructional Supplies : Science Learning	1,055	
12-1678-675000-25169-1483	Beyond Contr - Reassigned Time : Science Lear	6,000	
12-1678-675000-25169-1484	Int/Sum Beynd Contr-Reassigned : Science Lear	1,500	
12-1678-675000-25169-3115	STRS - Non-Instructional : Science Learning C	371	
12-1678-675000-25169-3325	Medicare - Non-Instructional : Science Learni	65	
12-1678-675000-25169-3435	H & W - Retiree Fund Non-Inst : Science Learn	45	
12-1678-675000-25169-3515	SUI - Non-Instructional : Science Learning Ce	2	
12-1678-675000-25169-3615	WCI - Non-Instructional : Science Learning Ce	108	
12-1678-675000-25169-4710	Food and Food Service Supplies : Science Lear	1,000	
12-1678-675000-25169-5210	Conference Expenses : Science Learning Center	2,000	
<b>Total Department 25169 Science Learning Center</b>		<b>163,866</b>	
12-1678-152000-25370-1310	Part-Time Instructors : Reading - 18 LHE backfill for M. McMullin for Fa13, Sp14 & Fa14)	37,720	
12-1678-152000-25370-3111	STRS - Instructional : Reading	3,112	
12-1678-152000-25370-3321	Medicare - Instructional : Reading	547	
12-1678-152000-25370-3431	H & W - Retiree Fund Inst : Reading	377	
12-1678-152000-25370-3511	SUI - Instructional : Reading	19	
12-1678-152000-25370-3611	WCI - Instructional : Reading	905	
12-1678-152000-25370-1484	Int/Sum Beynd Contr-Reassigned : Reading - Mary McMullin - Sum14 - 12 LHE	21,570	
12-1678-152000-25370-3115	STRS - Non-Instructional : Reading	1,780	
12-1678-152000-25370-3325	Medicare - Non-Instructional : Reading	313	
12-1678-152000-25370-3435	H & W - Retiree Fund Non-Inst : Reading	216	
12-1678-152000-25370-3515	SUI - Non-Instructional : Reading	11	
12-1678-152000-25370-3615	WCI - Non-Instructional : Reading	518	
<b>Total Department 25370 Reading</b>		<b>67,088</b>	

6.1 (17)

**SPECIAL PROJECT DETAILED BUDGET # 1678**  
**NAME: Title V - SCC Developing HSI Program (Year 4)**  
**FISCAL YEAR: 2013/2014 & 2014/15**

CONTRACT PERIOD: 10/1/13 to 9/30/14  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S ; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/07/13

GL Accounts	Description	Debit	Credit
12-1678-631000-29325-1430	Part-Time Counselors : Counseling - Ann Cass (34 wks @ 23 hrs/wks for Fa13, Sp14 & Fa14 )	38,693	
12-1678-631000-29325-1435	Int/Sum - Counselors,Part-Time : Counseling - Ann & TBD: 23 hrs/wk x 8 wks x \$49.48/hr x 2	18,209	
12-1678-631000-29325-3115	STRS - Non-Instructional : Counseling	4,694	
12-1678-631000-29325-3325	Medicare - Non-Instructional : Counseling	825	
12-1678-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	569	
12-1678-631000-29325-3515	SUI - Non-Instructional : Counseling	28	
12-1678-631000-29325-3615	WCI - Non-Instructional : Counseling	1,366	
12-1678-631000-29325-4610	Non-Instructional Supplies : Counseling	500	
12-1678-631000-29325-5940	Reproduction/Printing Expenses : Counseling	500	
<b>Total Department 29325 Counseling</b>		<b>65,384</b>	
<b>Total Project 1678 Title V SCC Dev HSI Prog Yr 4</b>		<b>650,000</b>	<b>650,000</b>

6.1 (18)

**SPECIAL PROJECT DETAILED BUDGET #1643**

**NAME: Seeds to Trees - Digital Media Training**

**FISCAL YEAR: 2013/2014**

CONTRACT TERM: 7/1/13 - 6/30/14

CONTRACT AMOUNT: \$61,733

Subaward: City of Santa Ana - Library

CFDA #: 17.259

PROJ ADM: Enrique Perez

PROJ DIR: Ruth Cossio-Muniz

DATE: 07/18/13

Account String	Description	New Budget	
		Debit	Credit
12-1643-000000-50000-8130	Workforce Investment Act (JTPA)		61,733
<b>TOP Code: 689000 - Econ Dev &amp; Other Com Svcs</b>			
12-1643-689000-53360-2130	Classified Employees: Business Services Coordinator, Grade 13 Step 1: \$3,924.34/mo x 12 months x 24%	11,303	
12-1643-689000-53360-2320	Classified - Short-Term Hourly	20,512	
12-1643-689000-53360-3215	PERS - Non-Instructional	1,293	
12-1643-689000-53360-3315	OASDHI - Non-Instructional	701	
12-1643-689000-53360-3325	Medicare - Non-Instructional	461	
12-1643-689000-53360-3335	PARS - Non-Instructional	267	
12-1643-689000-53360-3415	Health & Welfare - Non-Instructional	5,442	
12-1643-689000-53360-3435	H & W Ret Fnd - Non-Instructional	318	
12-1643-689000-53360-3515	SUI - Non-instructional	159	
12-1643-689000-53360-3615	WCI - Non-Instructional	764	
12-1643-689000-53360-3915	Other Benefits - Non-Instructional	280	
12-1643-689000-53360-4210	Textbooks	3,500	
12-1643-689000-53360-4310	Supplies - Instructional	1,119	
12-1643-689000-53360-4610	Supplies - Non-Instructional	2,500	
12-1643-689000-53360-5100	Contracted Services: Instructors for Graphic Design, Website Design and Digital Music Production: \$45/hr x 172 hours of instruction	7,740	
12-1643-689000-53360-5940	Reproduction/Printing Expenses	3,000	
	<b>Direct Costs</b>	<b>59,359</b>	
12-1643-689000-50000-5865	Indirect (4% of direct costs)	2,374	
	<b>Total Costs</b>	<b>61,733</b>	<b>61,733</b>

6.1 (19)

**SPECIAL PROJECT DETAILED BUDGET # 1735**

**NAME: Talent Search IV - Year 1**

**FISCAL YEAR: 2013/14 & 2014/15**

CONTRACT PERIOD: 09/02/13 to 09/01/14  
 CONTRACT INCOME: \$ 304,052  
 CFDA #: 84.044A; AWARD # P44A130589

PROJ. ADM. Lilia Tanakeyowma  
 PROJ. DIR. Marco Ramirez

Date: 08/08/13

Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	1735	000000	10000	8120	Higher Education Act : Santa Ana College		304,886
12	1735	649000	19565	1250	Contract Coordinator : Talent Search	88,520	
12	1735	649000	19565	1252	Contract Extension-Coordinator : Talent Search	12,870	
12	1735	649000	19565	2130	Classified Employees : Talent Search	68,202	
12	1735	649000	19565	2310	Classified Employees - Ongoing : Talent Search	16,844	
12	1735	649000	19565	2320	Classified Employees - Hourly : Talent Search	9,007	
12	1735	649000	19565	3115	STRS - Non-Instructional : Talent Search	8,468	
12	1735	649000	19565	3215	PERS - Non-Instructional : Talent Search	10,425	
12	1735	649000	19565	3315	OASDHI - Non-Instructional : Talent Search	5,732	
12	1735	649000	19565	3325	Medicare - Non-Instructional : Talent Search	2,872	
12	1735	649000	19565	3335	PARS - Non-Instructional : Talent Search	38	
12	1735	649000	19565	3415	H & W - Non-Instructional : Talent Search	32,697	
12	1735	649000	19565	3435	H & W - Retiree Fund Non-Inst : Talent Search	1,980	
12	1735	649000	19565	3515	SUI - Non-Instructional : Talent Search	99	
12	1735	649000	19565	3615	WCI - Non-Instructional : Talent Search	4,753	
12	1735	649000	19565	3915	Other Benefits - Non-Instruct : Talent Search	2,600	
12	1735	649000	19565	4610	Non-Instructional Supplies : Talent Search	1,275	
12	1735	649000	19565	4710	Food and Food Service Supplies : Talent Search	1,700	
12	1735	649000	19565	5100	Contracted Services : Talent Search	9,950	
12	1735	649000	19565	5805	Awards & Incentives : Talent Search	100	
12	1735	649000	19565	5966	Transportation - Student : Talent Search	2,800	
12	1735	679000	10000	5865	Indirect Costs : Santa Ana College	22,584	
12	1735	732000	19565	7620	Fees Paid for Students : Talent Search	1,370	
<b>Totals for Project: 1735</b>					<b>Talent Search IV - Year 1</b>	<b>304,886</b>	<b>304,886</b>

6.1 (20)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: August 19, 2013
Re: Approval of First Amendment to Subcontract Agreements between RSCCD and CHOC/Help Me Grow and MOMS Orange County for the Early Head Start Program	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District has been awarded renewal funding for the Early Head Start grant from the United States Department of Health and Human Services Administration for Children and Families. The Early Head Start Program serves infants and children up to three years old and their families, and serves pregnant mothers by providing comprehensive center- and home-based services.

**ANALYSIS**

The Rancho Santiago Community College District's Early Head Start collaborative partners MOMS Orange County and CHOC/Help Me Grow agree to amend the funding terms of each of the sub-contract agreements as follows:

DO-13-1273-01.01 CHOC/Help Me Grow – from \$142,600 to \$148,250 (increased by \$5,650)  
 DO-13-1273-02.01 MOMS Orange County – from \$91,934 to \$114,917 (increased by \$22,983)

The Early Head Start Project Director is My Le Pham and the Project Administrator is Janneth Linnell.

**RECOMMENDATION**

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

Fiscal Impact: \$28,633	Board Date: August 19, 2013
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CHOC CHILDREN'S**

**Early Head Start (Grant No. 09CH9091/02)**

This **FIRST AMENDMENT** is entered into this 19<sup>th</sup> day of August 2013, between Rancho Santiago Community College District (hereinafter "RSCCD") and CHOC CHILDREN'S on behalf of HELP ME GROW OC (hereinafter "SUBRECIPIENT") to amend that Agreement between the parties which commenced on January 1, 2013, and

**WHEREAS**, RSCCD received a grant entitled Early Head Start (Grant No. 09CH9091/02; CFDA No. 93.600) from the United States Department of Health and Human Services Administration for Children and Families (ACF) for the purpose of providing services to children and their families, and

**WHEREAS**, SUBRECIPIENT agreed to participate in the purpose of this grant;

**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** it is mutually agreed by RSCCD and SUBRECIPIENT to amend the following:

**1. TERM**

This amendment modifies the term by increasing the agreement amount to **\$148,250** (Operating Budget) representing 100% of the total award as detailed in **Exhibit B-1** and **Exhibit D-1**, which replace Exhibit B and Exhibit D. This reflects an increase of funding in the amount of \$5,650.

**4. STATEMENT OF WORK**

This amendment is based on the Notice of Award included with this amendment (refer to **Exhibit A-1**).

Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this **FIRST AMENDMENT** to the Agreement to be executed as of this 7<sup>th</sup> day of May 2012.

**Rancho Santiago Community College  
District**

**CHOC CHILDREN'S**

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

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

Name: Peter J. Hardash

Name: Debra Mathis

Title: Vice Chancellor, Business  
Operations and Fiscal Services

Title: Chief Operating Officer

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

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

**HELP ME GROW OC**

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

Name: Rebecca Hernandez, MSED

Title: Manager

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

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

**Department of Health and Human Services  
Administration for Children and Families  
Notice of Award (NOA)**

SAI NUMBER: **Exhibit A-1**  
PMS DOCUMENT NUMBER:  
09CH909102

<b>1. AWARDING OFFICE:</b> OA/OGM/Region IX		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant		<b>3. AWARD NO.:</b> 09CH9091/02		<b>4. AMEND. NO.:</b> 1					
<b>5. TYPE OF AWARD:</b> SERVICE			<b>6. TYPE OF ACTION:</b> Supplement			<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ.					
<b>8. BUDGET PERIOD:</b> 01/01/2013 THRU 12/31/2013				<b>9. PROJECT PERIOD:</b> INDEFINITE				<b>10. CAT NO./CFDA:</b> 93.600 ...			
<b>11. RECIPIENT ORGANIZATION:</b> Rancho Santiago Community College District 2323 North Broadway, Suite 350 Santa Ana CA 92706 1640 DR Raul Rodriguez, Board Chair						<b>12. PROJECT / PROGRAM TITLE:</b> Early Head Start					
<b>13. COUNTY:</b> ORANGE			<b>14. CONGR. DIST:</b> 47			<b>15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:</b> Dee Tucker, Executive Director					
<b>16. APPROVED BUDGET:</b>						<b>17. AWARD COMPUTATION:</b>					
Personnel..... \$ 852,535						A. NON-FEDERAL SHARE..... \$ 423,303 20.00 %					
Fringe Benefits..... \$ 381,769						B. FEDERAL SHARE..... \$ 1,693,211 80.00 %					
Travel..... \$ 24,450						<b>18. FEDERAL SHARE COMPUTATION:</b>					
Equipment..... \$ 0											
Supplies..... \$ 35,294						A. TOTAL FEDERAL SHARE..... \$ 1,693,211					
Contractual..... \$ 310,274						B. UNOBLIGATED BALANCE FEDERAL SHARE.....\$					
Facilities/Construction..... \$ 0						C. FED. SHARE AWARDED THIS BUDGET PERIOD.\$ 1,693,211					
Other..... \$ 31,445						<b>19. AMOUNT AWARDED THIS ACTION:</b>			\$ 265,223		
Direct Costs..... \$ 1,635,767						<b>20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:</b>			\$		
Indirect Costs..... \$ 57,444						<b>21. AUTHORIZED TREATMENT OF PROGRAM INCOME:</b>					
At % of \$						ADDITIONAL COSTS					
In Kind Contributions..... \$ 0						<b>22. APPLICANT EIN:</b>		<b>23. PAYEE EIN:</b>		<b>24. OBJECT CLASS:</b>	
Total Approved Budget(**).. \$ 1,693,211						1-952696799-A1		1-952696799-A1		41.51	

25. FINANCIAL INFORMATION:							DUNS: 076070283	
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %		
OGM	09CH909102	75-3-1536	2013 G094125	\$256,516				
OGM	09CH909102	75-3-1536	2013 G094121	\$8,707				

**26. REMARKS:** (Continued on separate sheets)

Client Population: 131.  
Number of Delegates: 0.  
Paid by DHHS Payment Management System (PMS), see attached for payment information.  
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).  
For the full text of the award term, go to <https://www.acf.hhs.gov/grants/discretionary-competitive-grants>.  
This grant is subject to the requirements as set forth in 45 CFR Part 87.  
(\*\*) Reflects only federal share of approved budget.

<b>27. SIGNATURE - ACF GRANTS OFFICER</b> Martin L. Tom <i>Martin Tom</i> 7/19/13		<b>DATE:</b> 7/19/13		<b>28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY</b> <i>Pearl W. Wong</i> 7/18/13		<b>DATE:</b> 7/18/13	
<b>29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)</b> Jan Y. Len, Regional Program Manager, Office of Head Start - Region IX <i>Jan Y. Len</i>				<b>Early Head Start Grant</b> <b>Grant Award No. 09CH9091/02</b> <b>DO-13-1273-01.01</b>			

**Department of Health and Human Services  
Administration for Children and Families  
Notice of Award (NOA)**

**SAI NUMBER:**  
**Exhibit A-1**  
**PMS DOCUMENT NUMBER:**  
09CH909102

<b>1. AWARDING OFFICE:</b> OA/OGM/Region IX		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 09CH9091/02	<b>4. AMEND. NO.</b> 1
<b>5. TYPE OF AWARD:</b> SERVICE	<b>6. TYPE OF ACTION:</b> Supplement		<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ.	
<b>8. BUDGET PERIOD:</b> 01/01/2013      THRU      12/31/2013		<b>9. PROJECT PERIOD:</b> 09/30/2011      THRU		<b>10. CAT NO./CFDA:</b> 93.600
<b>11. RECIPIENT ORGANIZATION:</b> Rancho Santiago Community College District				

**26. REMARKS:** (Continued from previous page)

This grant action awards the balance of funds under Common Accounting Numbers (CAN) G094121 and G094125 for the Fiscal Year (FY) 2013 budget period. Based on the final appropriation for the Head Start program in FY 2013, the revised, annual base funding level for Early Head Start operations is \$1,649,675 and the training and technical assistance allocation remains at \$43,536.

This action approves a reduction in the funded enrollment level for the Early Head Start program based on your approved sequestration plan. The revised funded enrollment level for Early Head Start is 131 infants, toddlers and pregnant women.

This award is subject to requirements of HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and purpose of this award. This includes requirements in Parts I and II (available at <http://www.hhs.gov/grantsnet/adminis/gpd/index.htm>) of HHS GPS. Although consistent with HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in HHS GPS.

HHS GPS (II-56) (see above) and Parts 74.25(c)(2) and 92.30(d)(3) (as applicable) provide authority to ACF to approve Key Staff of HS Grantees. For purposes of this grant key staff is defined as the HS Director or person carrying out the duties of the HS Director if not under that title and the Chief Executive Officer, Executive Director and/or Chief Fiscal Officer if any of those positions is funded either directly or through indirect cost recovery more than 50% with HS funds.

See Addendum

**Early Head Start Grant  
Grant Award No. 09CH9091/02  
DO-13-1273-01.01**

Addendum  
Rancho Santiago Community College Board 09CH9091/02  
Additional Notes and Remarks (continued):

Funds awarded under this grant cannot be used to pay compensation of an individual, either as a direct cost or any pro-ration as an indirect cost, at a rate in excess of Executive Level II, see ACYF-PI-HS-08-03 issued May 12, 2008. Rate of compensation for an Executive Level II employee is \$179,700 per year. Expenditure of any FY 2013 funds under this award means the grantee accepts this term and condition of its HS/EHS grant. During the budget period, the grantee and any delegates must ensure its grant application, budget, and expenditures meet current compensation cap requirements for any individual charged to this grant.

The ECLKC Grantee and Delegate Profile must be updated quarterly, per ACF-IM-07-04.



DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR **CHILDREN & FAMILIES** <sup>Exhibit A-1</sup>

Refer to:

Office of Head Start  
Region IX  
90 - 7th Street, 9th Floor  
San Francisco, CA 94103

Dear Grantee:

We are pleased to confirm that a grant has been approved to assist your agency in financing the **Early Head Start program** as referred to in the enclosed Notice of Award (NOA). This grant is made subject to the terms and conditions described in the enclosed NOA.

Please access the following website and carefully read the "Standard Terms and Conditions – Discretionary Grants." It lists the applicable Department of Health and Human Services (DHHS) and Administration for Children and Families (ACF) regulations and policies applicable to your grant.

<http://dhhs.gov/asfr/ogapa/aboutog/grantsnet.html>

Payments under this award will be made through the DHHS Payment Management System (PMS). The PMS staff will be able to guide you on their requirements and can be reached at:

DHHS Payment Management System  
P.O. Box 6021  
Rockville, MD 20852  
Phone: (301) 443-1660  
Internet – WWW Homepage: <http://www.dpm.psc.gov>

If the grant includes Special Conditions, you must provide a written response within the time frames specified on the grant award.

If you have any programmatic or monitoring questions regarding this award, please call your assigned Program Specialist.

If you have any questions regarding the business aspects of this award, please contact your assigned Financial Operations Specialist.

Sincerely,

Jan Len, Regional Program Manager  
Office of Head Start – Region IX

Martin Tom, Grants Officer  
Office of Grants Management

Enclosures

**Early Head Start Grant**  
**Grant Award No. 09CH9091/02**  
**DO-13-1273-01.01**

6.2 (7)

	Contracted Service - Help Me Grow	FINAL BUDGET
	<b>Family Care Coordinator (2) 100% - Erica Duarte, Cristina Saldana</b> Required BA Early Childhood or related field/bilingual Spanish. Responsible for referrals and records for families.	Salary \$65,317 Benefits \$34,071  <b>Total \$99,388</b>
	<b>Community Liaison Support 15% - Carol Montoya</b> Requires BA in Education or related field. Develops relationships with and between community partners providing services to children and their families; will create and maintain inventory of community developmental services.	Salary \$7,743 Benefits \$3,871  <b>Total \$11,614</b>
	<b>Management Oversight 20% - Rebecca Hernandez</b> Requires Masters Education, Health, Business or related field Fully responsible for program oversight, compliance, implementation, and evaluation.	Salary \$7,550 Benefits \$3,775  <b>Total \$11,325</b>
	<b>PT Administrative Assistant 100% (CHOC) - Nydia Saenz</b> Requires BA in Child Development or related field. Responsible for maintaining accurate screening records, support in invoicing and additional office duties.	Salary \$15,226 Benefits \$7,612  <b>Total \$22,838</b>
	<b>Supplies</b> Development screening expenses: software license, office supplies, utilities and copier lease.	<b>\$2,600</b>
	<b>Transportation/Mileage</b> Includes costs for mileage/parking, etc. (0.555 cents/mile).	<b>\$485</b>
	<b>TOTAL CONTRACTED SERVICES</b>	<b>\$148,250</b>

U.S. Department of Health and Human Services, Administration for Children and Families  
 Grant Award -Sub-Recipient Invoice

Project Title: Early Head Start (EHS) - Operating  
 PR/AWARD NUMBER: 09CH9091/02 INVOICE NO.: \_\_\_\_\_  
 AWARD/BUDGET PERIOD: 01 Year BUDGET DATE: 01/01/2013 - 12/31/2013

SUB RECIPIENT NAME: Help Me Grow/CHOC  
 ADDRESS: 1915 West Oranewood Avenue, Suite 303  
 CITY: Orange, CA 92868

Invoicing Period: from: \_\_\_\_\_ to: \_\_\_\_\_ RSCCD PO No. \_\_\_\_\_

Budget Categories	Contracted Amount	Adjusted Amount	Current Period*	Year-to-Date	Remaining Balance 2nd Year Grant
Personnel	95,836		-		-
Fringe Benefits	49,329	-	-		-
Travel/Mileage	485	-	-		-
Equipment	0	-	-		-
Supplies	2,600		-		-
Trainings	0	-	-		-
Phone	0	-	-		-
Other	0	-	-		-
Grand Total	148,250	-	-	-	-

\* attach separate worksheet detailing these costs.

Total Invoiced (before this invoice) \$ -  
 Current Invoice \$ -

I certify that the information in this statement is correct to the best of my knowledge and the amounts invoiced herein are made in accordance with conditons of the contract.

\_\_\_\_\_  
 AUTHORIZED SIGNATURE - Sub- Recipient

\_\_\_\_\_  
 Name and Title Date

**Below is for RSCCD use only**

\_\_\_\_\_  
 Debbie McBee - Recipient Project Director

\_\_\_\_\_  
 Date

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
MOMS ORANGE COUNTY**

**Early Head Start (Grant No. 09CH9091/02)**

This **FIRST AMENDMENT** is entered into this 19<sup>th</sup> day of August 2013, between Rancho Santiago Community College District (hereinafter “RSCCD”) and MOMS Orange County (hereinafter “SUBRECIPIENT”) to amend that Agreement between the parties which commenced on January 1, 2013, and

**WHEREAS**, RSCCD received a grant entitled Early Head Start (Grant No. 09CH9091/02; CFDA No. 93.600) from the United States Department of Health and Human Services Administration for Children and Families (ACF) for the purpose of providing services to children and their families, and

**WHEREAS**, SUBRECIPIENT agreed to participate in the purpose of this grant;

**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** it is mutually agreed by RSCCD and SUBRECIPIENT to amend the following:

**1. TERM**

This amendment modifies the term by increasing the agreement amount to **\$114,917** (Operating Budget) representing 100% of the total award as detailed in **Exhibit B-1** and **Exhibit D-1**, which replace Exhibit B and Exhibit D. This reflects an increase of funding in the amount of \$22,983.

**4. STATEMENT OF WORK**

This amendment is based on the Notice of Award included with this amendment (refer to **Exhibit A-1**). This amendment modifies the number of service enrollment participants to 25 expectant mothers as outlined in **Exhibit C-1**, which replaces Exhibit C.

Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this FIRST AMENDMENT to the Agreement to be executed as of this 19<sup>th</sup> day of August 2013.

**Rancho Santiago Community College  
District**

**MOMS Orange County**

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

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

Name: Peter J. Hardash  
Vice Chancellor, Business Operations

Name: Pamela Pimentel

Title: and Fiscal Services

Title: Chief Executive Officer

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

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

\_\_\_\_\_

\_\_\_\_\_  
**Employer/Taxpayer Identification Number (EIN)**

**Department of Health and Human Services  
Administration for Children and Families  
Notice of Award (NOA)**

SAI NUMBER: **Exhibit A-1**  
PMS DOCUMENT NUMBER:  
09CH909102

<b>1. AWARDING OFFICE:</b> OA/OGM/Region IX		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant		<b>3. AWARD NO.:</b> 09CH9091/02		<b>4. AMEND. NO.:</b> 1			
<b>5. TYPE OF AWARD:</b> SERVICE			<b>6. TYPE OF ACTION:</b> Supplement			<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ.			
<b>8. BUDGET PERIOD:</b> 01/01/2013 THRU 12/31/2013				<b>9. PROJECT PERIOD:</b> INDEFINITE				<b>10. CAT NO./CFDA:</b> 93.600 ...	
<b>11. RECIPIENT ORGANIZATION:</b> Rancho Santiago Community College District 2323 North Broadway, Suite 350 Santa Ana CA 92706 1640 DR Raul Rodriguez, Board Chair						<b>12. PROJECT / PROGRAM TITLE:</b> Early Head Start			
<b>13. COUNTY:</b> ORANGE			<b>14. CONGR. DIST.:</b> 47		<b>15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:</b> Dee Tucker, Executive Director				
<b>16. APPROVED BUDGET:</b>				<b>17. AWARD COMPUTATION:</b>					
Personnel..... \$ 852,535				A. NON-FEDERAL SHARE..... \$ 423,303 20.00 %					
Fringe Benefits..... \$ 381,769				B. FEDERAL SHARE..... \$ 1,693,211 80.00 %					
Travel..... \$ 24,450				<b>18. FEDERAL SHARE COMPUTATION:</b>					
Equipment..... \$ 0									
Supplies..... \$ 35,294				A. TOTAL FEDERAL SHARE..... \$ 1,693,211					
Contractual..... \$ 310,274				B. UNOBLIGATED BALANCE FEDERAL SHARE.....\$					
Facilities/Construction..... \$ 0				C. FED. SHARE AWARDED THIS BUDGET PERIOD.\$ 1,693,211					
Other..... \$ 31,445				<b>19. AMOUNT AWARDED THIS ACTION:</b>				\$ 265,223	
Direct Costs..... \$ 1,635,767				<b>20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:</b>				\$	
Indirect Costs..... \$ 57,444				<b>21. AUTHORIZED TREATMENT OF PROGRAM INCOME:</b>					
At % of \$				ADDITIONAL COSTS					
In Kind Contributions..... \$ 0				<b>22. APPLICANT EIN:</b>		<b>23. PAYEE EIN:</b>		<b>24. OBJECT CLASS:</b>	
Total Approved Budget(**).. \$ 1,693,211				1-952696799-A1		1-952696799-A1		41.51	

<b>25. FINANCIAL INFORMATION:</b>							DUNS: 076070283	
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %		
OGM	09CH909102	75-3-1536	2013 G094125	\$256,516				
OGM	09CH909102	75-3-1536	2013 G094121	\$8,707				

**26. REMARKS:** (Continued on separate sheets)

Client Population: 131.  
Number of Delegates: 0.  
Paid by DHHS Payment Management System (PMS), see attached for payment information.  
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).  
For the full text of the award term, go to <https://www.acf.hhs.gov/grants/discretionary-competitive-grants>.  
This grant is subject to the requirements as set forth in 45 CFR Part 87.  
(\*\*) Reflects only federal share of approved budget.

<b>27. SIGNATURE - ACF GRANTS OFFICER</b> Martin L. Tom <i>Martin Tom</i> 7/19/13		<b>DATE:</b> 7/19/13		<b>28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY</b> <i>Paul W. Wong</i> 7/18/13		<b>DATE:</b> 7/18/13	
<b>29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)</b> Jan Y. Len, Regional Program Manager, Office of Head Start - Region IX <i>Jan Y. Len</i>				<b>DATE:</b> 7/18/13		<b>Early Head Start Grant Grant Award No. 09CH9091/02 DO-13-1273-02.01</b>	

**Department of Health and Human Services  
Administration for Children and Families  
Notice of Award (NOA)**

**SAI NUMBER:** Exhibit A-1  
**PMS DOCUMENT NUMBER:**  
09CH909102

<b>1. AWARDING OFFICE:</b> OA/OGM/Region IX		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 09CH9091/02	<b>4. AMEND. NO.</b> 1
<b>5. TYPE OF AWARD:</b> SERVICE	<b>6. TYPE OF ACTION:</b> Supplement		<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ.	
<b>8. BUDGET PERIOD:</b> 01/01/2013 THRU 12/31/2013		<b>9. PROJECT PERIOD:</b> 09/30/2011 THRU		<b>10. CAT NO./CFDA:</b> 93.600
<b>11. RECIPIENT ORGANIZATION:</b> Rancho Santiago Community College District				

**26. REMARKS:** (Continued from previous page)

This grant action awards the balance of funds under Common Accounting Numbers (CAN) G094121 and G094125 for the Fiscal Year (FY) 2013 budget period. Based on the final appropriation for the Head Start program in FY 2013, the revised, annual base funding level for Early Head Start operations is \$1,649,675 and the training and technical assistance allocation remains at \$43,536.

This action approves a reduction in the funded enrollment level for the Early Head Start program based on your approved sequestration plan. The revised funded enrollment level for Early Head Start is 131 infants, toddlers and pregnant women.

This award is subject to requirements of HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and purpose of this award. This includes requirements in Parts I and II (available at <http://www.hhs.gov/grantsnet/adminis/gpd/index.htm>) of HHS GPS. Although consistent with HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in HHS GPS.

HHS GPS (II-56) (see above) and Parts 74.25(c)(2) and 92.30(d)(3) (as applicable) provide authority to ACF to approve Key Staff of HS Grantees. For purposes of this grant key staff is defined as the HS Director or person carrying out the duties of the HS Director if not under that title and the Chief Executive Officer, Executive Director and/or Chief Fiscal Officer if any of those positions is funded either directly or through indirect cost recovery more than 50% with HS funds.

See Addendum

Addendum  
Rancho Santiago Community College Board 09CH9091/02  
Additional Notes and Remarks (continued):

Funds awarded under this grant cannot be used to pay compensation of an individual, either as a direct cost or any pro-ration as an indirect cost, at a rate in excess of Executive Level II, see ACYF-PI-HS-08-03 issued May 12, 2008. Rate of compensation for an Executive Level II employee is \$179,700 per year. Expenditure of any FY 2013 funds under this award means the grantee accepts this term and condition of its HS/EHS grant. During the budget period, the grantee and any delegates must ensure its grant application, budget, and expenditures meet current compensation cap requirements for any individual charged to this grant.

The ECLKC Grantee and Delegate Profile must be updated quarterly, per ACF-IM-07-04.



DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR  
**CHILDREN & FAMILIES** *Exhibit A-1*

Refer to:

Office of Head Start  
Region IX  
90 - 7th Street, 9th Floor  
San Francisco, CA 94103

Dear Grantee:

We are pleased to confirm that a grant has been approved to assist your agency in financing the **Early Head Start program** as referred to in the enclosed Notice of Award (NOA). This grant is made subject to the terms and conditions described in the enclosed NOA.

Please access the following website and carefully read the "Standard Terms and Conditions – Discretionary Grants." It lists the applicable Department of Health and Human Services (DHHS) and Administration for Children and Families (ACF) regulations and policies applicable to your grant.

<http://dhhs.gov/asfr/ogapa/aboutog/grantsnet.html>

Payments under this award will be made through the DHHS Payment Management System (PMS). The PMS staff will be able to guide you on their requirements and can be reached at:

DHHS Payment Management System  
P.O. Box 6021  
Rockville, MD 20852  
Phone: (301) 443-1660  
Internet – WWW Homepage: <http://www.dpm.psc.gov>

If the grant includes Special Conditions, you must provide a written response within the time frames specified on the grant award.

If you have any programmatic or monitoring questions regarding this award, please call your assigned Program Specialist.

If you have any questions regarding the business aspects of this award, please contact your assigned Financial Operations Specialist.

Sincerely,

Jan Len, Regional Program Manager  
Office of Head Start – Region IX

Martin Tom, Grants Officer  
Office of Grants Management

Enclosures

6.2 (15)  
**Early Head Start Grant**  
Grant Award No. 09CH9091/02  
DO-13-1273-02.01

Contracted Service - MOMS of Orange County		FINAL BUDGET
Pimental, Pamela, CEO @ 10% Salary + Benefits = \$7,935	Salary \$6,745 Benefits \$1,190  <b>Total \$7,935</b>	
<b>Maternal Child Health Coordinator 100% (MCHC) – Martha Hurtado</b> Requires BA health field/ Bilingual Spanish or Vietnamese. Coordinates access to prenatal care, conducts health/ developmental screenings, provides health education/ referral services. Salary + Benefits = \$37,890	Salary \$32,207 Benefits \$5,683  <b>Total \$37,890</b>	
<b>Registered Nurse Coordinator 40% - LeeAnn Stone, RN</b> Requires State California license. Fully responsible for all client services, reviews screenings and collaborates with MCHC to develop Individualized Care Plans. Facilitates communication with medical providers and community health partners to coordinate appropriate medical care and referrals for all enrolled families. Salary + Benefits = \$39,468	Salary \$33,548 Benefits \$5,920  <b>Total \$39,468</b>	
<b>Socialization Coordinators (3) 10%</b> Requires BA or equivalent experience in Nutrition, Health and/or Social Services. Provide trainings and group support to EHS expectant mothers and/or families with newborns and infants. Juan Diego Norena; Gabriela Velasco; Martha Arambula Salary + Benefits = \$19,374	Salary \$17,437 Benefits \$1,937  <b>Total \$19,374</b>	
Training and Technical Assistance \$250	250	
Administrative Costs - facility lease, mileage, program supplies, and accounting. \$10,000	10,000	
<b>TOTAL CONTRACTED SERVICES</b>	<b>114,917</b>	

## BACKGROUND

EHS provides services to pregnant women and expectant families, and to the child from birth to age three, in a variety of service delivery models and in diverse settings. The goal of serving pregnant women and expectant families in the Early Head Start is to provide early, continuous, intensive, and comprehensive child development and family support services. Services include early and continuous risk assessments, health promotion and treatment, including medical and dental examinations as early in the pregnancy as possible, as well as mental health interventions and follow-up as needed.

## PURPOSE

The purpose of this scope of work is to outline provisions, through a subcontractor agreement with MOMS Orange County for services to approximately **25** mothers and their babies as defined by the Early Head Start Performance Standards.

All subcontracted providers must comply with all applicable statutes, regulations, policies, and procedures, inclusive of any changes made to the Head Start and Early Head Start Programs as a result of enacted legislation, duly promulgated regulations, or policies enacted by the federal and/or state government, RSCCD Child Development Department, and/or Board.

Funds must be used in the support of eligible EHS families to perform home-based services to improve the quality of programs for children in Early Head Start. All subcontractors must work collaboratively with RSCCD staff in data gathering projects designed to identify and validate the wide range of comprehensive services.

## TERM

The performance period and grant term is **January 1, 2013 through December 31, 2013**. This agreement may be subject to additional funding, on contingency with the following: legislative appropriation beyond the initial period; legislative authorization and availability of additional federal funds; and any other modification(s) made by RSCCD.

## REPORTING

In order to recognize accomplishments, identify challenges, and inform of future funding decisions, mid and end-of-year progress reports may be required. These reports will provide RSCCD with information regarding the successes and challenges in meeting grant goals and objectives.

Subcontractors must do the following:

- Maintain separate and auditable records for each project.
- Maintain time and attendance records to support payrolls.
- Maintain time distribution records for salaries and wages of employees that are chargeable to more than the EHS program.
- Administer funds in compliance with relevant federal, state and local laws, regulations, and/or policies.
- Ensure that Head Start funding is expended in accordance with the parameters of the EHS application and RSCCD policies.
- Ensure accurate accounting of EHS funds including but not limited to tracking direct service expenditures.
- Respond to any fiscal queries from RSCCD.
- Designate an EHS contact person as the main point of contact. The EHS contact person is responsible for disseminating all relevant information to the proper agents and participating programs. The contact person must attend all relevant EHS trainings and meetings. If the contact person is not available year round, a designee must be identified by the Lead Agency to carry out program activities in their absence.
- Verify that program meets the required EHS performance standards.
- Submit all RSCCD required data reports by defined due dates.
- Maintain confidential client files, which shall include but are not limited to: Consent and enrollment forms and basic skill assessments; descriptions of goals set and goals achieved as well as reports of parent-child behaviors; and

narrative progress reports with respect to health and emotional issues raised by home visits and triaged by referral system.

- Maintain accurate eligibility records and documentation as set forth by regulation, and RSCCD approved policies.
- Accurately collect and submit all prescribed information for the families served and activities provided in a monthly report.
- Adhere to all applicable policies and procedures set forth and approved by the EHS Policy Council and the Governing Body.
- Actively participate in program monitoring and self-assessment of all applicable content areas as well as the identification and correction of any and all findings.
- Ensure that applicable staff have background clearances on file and that they are accessible as needed.

## **APPROACH**

The mission of MOMS Orange County is to help women and their families have healthy babies by offering health care coordination, education, and access to community services. MOMS Orange County is a uniquely qualified community-based organization that provides services to low-income mothers and their babies in underserved communities each year in Orange County. Under Registered Nurse supervision, MOMS Orange County provides access to prenatal medical care, maternal and infant health screenings, infant developmental screenings, prenatal and family health education and linkages and referrals to community services through bi-weekly home visits. Additionally, MOMS Orange County provides prenatal support and educational socializations and weekly infant developmental classes. MOMS Orange County mothers and their babies are eligible to receive individualized education and support during pregnancy until the baby's first birthday.

MOMS Orange County staff share the same culture and language as the expectant families and are able to gain the trust and confidence of the families because of the personalized relationship developed over time. This enables MOMS Orange County staff to observe the expectant and new family in their home on multiple occasions -

Early Head Start Grant

rev. 8/8/13

Grant Award No. 09CH9091/02

**DO-13-1273-02.01**

allowing for unique opportunities to screen for potential developmental risks and health issues that can benefit from early interventions.

During pregnancy, MOMS Orange County focuses on measures to increase the baby's chance of being born healthy, full-term, and normal birth weight by:

- Providing maternal mental and physical health screenings
- Ensuring access to continuous and appropriate prenatal medical care
- Developing an individualized prenatal care plan
- Providing postpartum maternal health

After birth, the focus will be to promote the infant's healthy development and mother's well-being by:

- Conducting infant health screenings
- Creating an individualized care plan
- Promoting and establishing a successful breastfeeding relationship
- Establishing a medical home
- Ensuring and tracking timely immunizations
- Promoting good nutrition for the family
- Educating parents on early brain stimulation
- Screening for achievement of developmental milestones
- Modeling positive play behavior
- Enhancing parenting skills
- Case management with other EHS partners

MOMS Orange County overarching program goals include the decreased rates of prematurity, improved birth weights, improved infant and maternal health, improved infant development and increased breastfeeding rates.

MOMS Orange County will serve **25** families with children ages 0-3 and target clients in each age range, using eligibility lists of partner agencies including RSCCD Child Development Centers, Help Me Grow and MOMS Orange County. Priority for enrollment will be based on need, using the Early Head Start scoring system. Through

case management strategies, the family will be transitioned during the first year of birth to either the HABLA program for home visitation services or RSCCD Child Development Center services.

**PROFESSIONAL DEVELOPMENT:** Staff will receive additional days of training from current staff and/or partners so that they understand all necessary aspects of emergent learning approaches and the child- and family-centered approach to setting goals based on family needs. MOMS Orange County staff will participate in relevant conferences and trainings including but not limited to Ages and Stages Questionnaire (ASQ and ASQ: SE) developmental screening through the CHOC *Help Me Grow* program.

**KEY STAFF:**

**Pamela Pimentel, RN, CEO:** Responsible for EHS MOMS Orange County program, program oversight, compliance, implementation, and evaluation. Meets regularly with RSCCD, HABLA and HMG staff related to case management and on-going Performance Standards compliance

**Registered Nurse Supervising Coordinator:** Requires: State of California Registered Nurse license. Fully responsible for all client services, reviews screenings and collaborates with MCHC to develop Individualized Care Plans. Facilitates communication with medical providers and community health partners to coordinate appropriate medical care and referrals for all enrolled families. Meets regularly with RSCCD and HMG staff related to case management and on-going Performance Standards compliance.

**Maternal Child Health Coordinator (MCHC):** Requires: BA health field/ Bilingual Spanish or Vietnamese. Coordinates access to prenatal care, conducts health/ developmental screenings, provides health education/ referral services through consistent and regular home visits.

**Socialization Coordinator:** Requires: Expertise and/or diploma in early infant development, prenatal and post partum health and wellness and ability to conduct and maintain weekly socializations. Provides group support and to EHS expectant mothers and their families with newborns and infants

U.S. Department of Health and Human Services, Administration for Children and Families  
 Grant Award -Sub-Recipient Invoice

Project Title: Early Head Start (EHS) - Operating  
 PR/AWARD NUMBER: 09CH9091/02 INVOICE NO.: \_\_\_\_\_  
 AWARD/BUDGET PERIOD: 01 Year BUDGET DATE: 01/01/2013 - 12/31/2013

SUB RECIPIENT NAME: MOMS Orange County  
 ADDRESS: 1128 West Santa Ana Blvd  
 CITY: Santa Ana, CA 92703

Invoicing Period: from: \_\_\_\_\_ to: \_\_\_\_\_ RSCCD PO No. \_\_\_\_\_

Budget Categories	Contracted Amount	Adjusted Amount	Current Period*	Year-to-Date	Remaining Balance 2nd Year Grant
Personnel	89,937	-	-		-
Fringe Benefits	14,730	-	-		-
Travel (conference/mileage)	0	-	-		-
Equipment	0	-	-		-
Supplies	0	-	-		-
Contractual	0	-	-		-
Construction	0	-	-		-
Other	250	-	-		-
Indirect-Admin Support	10,000	-	-		-
Grand Total	114,917	-	-	-	-

\* attach separate worksheet detailing these costs.

Total Invoiced (before this invoice) \$ -  
 Current Invoice \$ -

I certify that the information in this statement is correct to the best of my knowledge and the amounts invoiced herein are made in accordance with conditons of the contract.

\_\_\_\_\_  
 AUTHORIZED SIGNATURE - Sub- Recipient

\_\_\_\_\_  
 Name and Title Date

**Below is for RSCCD use only**

\_\_\_\_\_  
 Debbie McBee - Recipient Project Director

\_\_\_\_\_  
 Date  
 Early Head Start Grant  
 Grant Award No. 09CH9091/02  
 DO-13-1273-02.01

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: August 19, 2013
Re: Approval of First Amendment to Sub-award Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation (DO-12-1666-01.01) and between RSCCD and NOCCCD – Fullerton College (DO-12-1666-02.01) for ENGAGE to STEM Project - Year 2	
Action: Request for Approval	

**BACKGROUND**

Santa Ana College was awarded a five-year United States Department of Education called ENGAGE in STEM Project (Encouraging New Graduates and Gaining Expertise in Science, Technology, Engineering, and Math). The ENGAGE in STEM Project is a discretionary grant program designed to (1) increase the number of Hispanic and other low-income students attaining degrees in the fields of science, technology, engineering, or mathematics (STEM); (2) develop model transfer and articulation agreements between the two-year HSI's and four-year institutions; (3) enable more data-based decision-making, and (4) increase the number of math and science teachers.

**ANALYSIS**

Rancho Santiago Community College District's ENGAGE to STEM Project sub-recipients CSU Fullerton Auxiliary Services Cooperation (DO-12-1666-01.01) and NOCCD – Fullerton College (DO-12-1666-02.01) agree that the performance in the funding period of October 1, 2012 through September 30, 2013 be extended through September 30, 2014.

Project Administrator is Micki Bryant. Project Director is Steve Bautista.

**RECOMMENDATION**

It is recommended that the board approve the amendment and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the amendment on behalf of the district.

Fiscal Impact: None	Board Date: August 19, 2013
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FIRST AMENDMENT  
TO AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CSU FULLERTON AUXILIARY SERVICES COOPERATION**

THIS FIRST AMENDMENT is entered into the 19th day of August, 2013 between Rancho Santiago Community College District, (hereinafter "DISTRICT", and CSU Fullerton Auxiliary Services Cooperation (hereinafter "SUBRECIPIENT"), to amend that certain Agreement between the parties which commenced on October 1, 2012 and pertains to the grant the DISTRICT received entitled ENGAGE to STEM Project (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education, Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Program. The purpose of the HSI STEM & Articulation Programs is to expand and enhance educational opportunities for, and improve the academics attainment of Hispanic students.

WHEREAS, SUBRECIPIENT desires to extend the term of the Agreement for a year, beginning October 1<sup>st</sup>, 2013, and ending September 30, 2014.

NOW THEREFORE, it is mutually agreed as follows:

1. Paragraph 1, under "TERM", page 1, of the Agreement is amended to read as follows:  
The effective term of this Agreement shall be from the period beginning October 1, 2012 and ending September 30, 2014 in the amount of \$285,658.00 and subject to the provisions of this Agreement. An extension may be granted in writing from the U.S. Department of Education (approving authority).
2. Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged. All obligations of the parties that would have terminated on September 30, 2013 are hereby extended to September 30, 2014.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this First Amendment to Agreement to be executed as of this 19th day of August, 2013.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

CSU FULLERTON  
AUXILIARY SERVICES COOPERATION

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

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

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

**FIRST AMENDMENT  
TO AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
On behalf of  
FULLERTON COLLEGE**

THIS FIRST AMENDMENT is entered into the 19th day of August, 2013 between Rancho Santiago Community College District, (hereinafter "DISTRICT", and North Orange County Community College District, on behalf of Fullerton College (hereinafter "SUBRECIPIENT"), to amend that certain Agreement between the parties which commenced on October 1, 2012 and pertains to the grant the DISTRICT received entitled ENGAGE to STEM Project (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education, Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Program. The purpose of the HSI STEM & Articulation Programs is to expand and enhance educational opportunities for, and improve the academics attainment of Hispanic students.

WHEREAS, SUBRECIPIENT desires to extend the term of the Agreement for an year, beginning October 1<sup>st</sup>, 2013, and ending September 30, 2014.

NOW THEREFORE, it is mutually agreed as follows:

1. Paragraph 1, under "TERM", page 1, of the Agreement is amended to read as follows:  
The effective term of this Agreement shall be from the period beginning October 1, 2012 and ending September 30, 2014 in the amount of \$371,622.00 and subject to the provisions of this Agreement. An extension may be granted in writing from the U.S. Department of Education (approving authority), through RSCCD.
2. Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged. All obligations of the parties that would have terminated on September 30, 2013 are hereby extended to September 30, 2014.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this First Amendment to Agreement to be executed as of this 19th day of August, 2013.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

NORTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT, on behalf of  
FULLERTON COLLEGE

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: Fred Williams

Title: Business Operations/Fiscal Services

Title: Vice Chancellor, Finance & Facilities

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: August 19, 2013
Re: Approval of First Amendment to Sub-award Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation and between RSCCD and NOCCCD – Fullerton College for ENGAGE to STEM Project - Year 3	
Action: Request for Approval	

**BACKGROUND**

Santa Ana College was awarded a five-year United States Department of Education called ENGAGE in STEM Project (Encouraging New Graduates and Gaining Expertise in Science, Technology, Engineering, and Math). The ENGAGE in STEM Project is a discretionary grant program designed to (1) increase the number of Hispanic and other low-income students attaining degrees in the fields of science, technology, engineering, or mathematics (STEM); (2) develop model transfer and articulation agreements between the two-year HSI's and four-year institutions; (3) enable more data-based decision-making, and (4) increase the number of math and science teachers.

**ANALYSIS**

The ENGAGE in STEM Project collaborative grant consist of Santa Ana College, Fullerton College and California State University, Fullerton. Each of these partners will be a sub-recipient and contract with Rancho Santiago Community College District/Santa Ana College for the five year grant period. Each year Santa Ana College receives \$1.19 million in grant funds to expand and enhance educational opportunities for, and improve the academics attainment of Hispanic students. The amounts listed below are for the first year contracts with the sub-recipients.

DO-13-1667-01 CSU Fullerton Auxiliary Services Cooperation - \$279,818

DO-13-1667-02 North Orange County Community College District - \$364,440

Project Administrator is Micki Bryant. Project Director is Steve Bautista.

**RECOMMENDATION**

It is recommended that the board approve the sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreements on behalf of the district.

Fiscal Impact: \$644,258	Board Date: August 19, 2013
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CSU FULLERTON AUXILIARY SERVICES COOPERATION**

This Agreement is entered into on the 19th day of August, 2013 between Rancho Santiago Community College District (hereinafter “RSCCD”) and CSU Fullerton Auxiliary Services Cooperation (hereinafter “SUBRECIPIENT”).

**WHEREAS**, RSCCD has received a grant entitled ENGAGE to STEM Project (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education, Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Program. The purpose of the HSI STEM & Articulation Programs is to expand and enhance educational opportunities for, and improve the academics attainment of Hispanic students, and

**WHEREAS**, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

**WHEREAS**, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

**NOW, THEREFORE** the RSCCD and SUBRECIPIENT do covenant and agree as follows:

**TERM**

1. The effective term of this Agreement shall be from the period beginning October 1, 2013 and ending September 30, 2014 in the amount of \$279,818 and subject to the provisions of this Agreement. An extension may be granted in writing from the U.S. Department of Education (approving authority), through RSCCD.

**PURPOSE**

2. The purpose of the program funded by this Agreement is to support a collaboration (1) to increase the number of Hispanic and other low-income students attaining degrees in the fields of science, technology, engineering, or mathematics (STEM); (2) to develop model transfer and articulation agreements between the two-year HSI’s and a four-year institutions; (3) to enable more data-based, decision-making, and (4) to increase the number of math and science teachers. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

**COMPLIANCE WITH LAW**

3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 34 C.F.R. 74, 75, 77, 79, 82, 84, 85, 86, 97, 98, and 99 (Published as Education Department General Administrative Regulations (EDGAR)).
- (b) All applicable State statutes, regulations, policies, procedures and directives;

- (c) All applicable local ordinances and requirements, including use permits and licensing;
- (d) Court orders applicable to its operation; and
- (e) The terms and conditions of the Grant Award Notification.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. Either party may thereupon terminate this Agreement, if necessary.

#### **STATEMENT OF WORK**

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. SUBRECIPIENT agrees to comply with all provisions, to perform SUBRECIPIENT's proposed work, and to provide SUBRECIPIENT's services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

#### **MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

5. The parties hereto agree that those program components and service levels detailed in *Exhibit A* may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of RSCCD and acceptance by SUBRECIPIENT. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

#### **PLANS AND PROCEDURES**

6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

#### **REPORTS**

7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data. The Interim and Annual Performance Report Templates are incorporated by reference and attached hereto as *Exhibit B* which by this reference is incorporated herein and made a part hereof as if fully set forth.

#### **NO SUPPLANTATION**

8. Funds provided under this Agreement shall be used only for activities that would otherwise be unavailable in the absence of such funds. SUBRECIPIENT shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

### **INDEPENDENT CONTRACTOR**

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

### **SUBCONTRACT ASSIGNMENT**

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

### **CONTINGENCY OF FUNDS**

11. SUBRECIPIENT acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 74.118 and any other reporting requirements established by the secretary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify SUBRECIPIENT immediately and in writing. Immediately upon such notice SUBRECIPIENT shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of SUBRECIPIENT'S operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and SUBRECIPIENT shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

### **BUDGET SCHEDULE**

12. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The SUBRECIPIENT may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14)

### **MODIFICATION OF BUDGET SCHEDULE**

13. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Education.

### **CARRYOVER**

14. SUBRECIPIENT may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the SUBRECIPIENT'S use of such funds, a written statement from the SUBRECIPIENT describing the ways it intends to use the remaining funds may be required.

### **TIME EXTENSIONS**

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

### **SUBMISSION OF INVOICES**

16. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- (a) Payments. Beginning 1 October 2013, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$279,818.
- (b) Invoices. One original signed invoice should be sent to the HSI-STEM Project Director, as follows:

Micki Bryant  
Santa Ana College  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706  
(714) 564-6456

### **FISCAL ACCOUNTABILITY**

17. (a) Financial Management System. SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT'S system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;

- (3) Source documentation to support accounting records; and
  - (4) Proper charging of costs and cost allocation.
- (b) SUBRECIPIENT'S Records. SUBRECIPIENT'S records shall be sufficient to:
- (1) Permit preparation of required reports;
  - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
  - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:
- (1) Approved Application for Federal Assistance (*Exhibit A*)
  - (2) The Education Department General Administrative Regulations (EDGAR)
  - (3) Office of Management and Budget (OMB) Circulars A-21 (Relocated to 2CFR, Part 220) and Circular A-110 (Relocated to 2 CFR 215)

### **ANNUAL AUDIT**

18. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

### **ACCESS AND RECORDS**

19. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT'S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement during normal business hours. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept in coordination with SUBRECIPIENT's designated audit contract person. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

## **FRAUD**

20. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

## **NONDISCRIMINATION AND COMPLIANCE PROVISIONS**

21. As a condition of this award of financial assistance under the U.S. Department of Education to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

- (a) During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- (b) SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- (c) SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

## **CONFIDENTIALITY**

22. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. It is agreed that RSCCD shall disclose only information necessary to the work and, if any such information is considered confidential, it shall be clearly marked "Confidential Information" and sent by RSCCD in writing only to the Principal Investigator or if orally disclosed, reduced to writing by RSCCD within thirty (30) days of disclosure (hereinafter "Confidential Information"). SUBRECIPIENT shall inform Principal Investigator that for a period of one year from the end of the Agreement, Confidential Information shall not be used or disclosed to others, to the extent permitted by law, except in furtherance of this Agreement unless Confidential Information: (i) is or shall have been known to the Principal Investigator before his receipt thereof; (ii) is disclosed to the Principal Investigator by a third party; (iii) is required to be disclosed by law; (iv) was independently

developed by the SUBRECIPIENT without the benefit of any disclosure from RSCCD and such independent development can be properly demonstrated by SUBRECIPIENT; or (v) is or shall have become known to the public through no fault of the Principal Investigator. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

### **PROPERTY**

#### 23. (a) Definitions

(1) “Real Property” is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

(2) “Equipment”: For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is NOT considered an allowable cost without written approval of the Grant Officer.

(b) Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

### **INDEMNIFICATION**

24. (a) SUBRECIPIENT shall indemnify and hold harmless RSCCD, its officers, employees and representatives from and against all claims, damages, losses and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the SUBRECIPIENT, its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the RSCCD.

(b) RSCCD shall indemnify and hold harmless SUBRECIPIENT, California State University Fullerton, the Trustees of the California State University, the State of California, their officers, employees, representatives and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the RSCCD, its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the SUBRECIPIENT.

### **INSURANCE**

25. SUBRECIPIENT shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. A certificate of insurance must be provided that includes prior notice of cancellation,

modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT'S comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

SUBRECIPIENT shall provide workers' compensation coverage for each of its employees. SUBRECIPIENT and RSCCD shall each be responsible for providing coverage for their own students.

### **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

26. SUBRECIPIENT agrees to grant RSCCD, the US Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the US Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

### **STANDARDS OF CONDUCT**

27. (a) General Assurance. Every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of SUBRECIPIENT, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

### **DRUG FREE WORKPLACE**

28. SUBRECIPIENT shall execute and abide by the Drug Free Workplace Certification attached hereto as *Exhibit D* and incorporated herein by this reference.

### **DEBARMENT**

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See *Exhibit D*).

### **LITERATURE AND PUBLIC ANNOUNCEMENTS**

30. Any literature distributed by SUBRECIPIENT for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P031C110183. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government." Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit E*.

### **LOBBYING**

31. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit D*), SUBRECIPIENT certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### **BREACH – SANCTIONS**

32. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior

Agreements; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 34 herein.

### **DISPUTES**

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

### **TERMINATION**

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of receipt. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. Upon receipt of notice of termination, SUBRECIPIENT shall limit or terminate any outstanding financial commitments. RSCCD shall reimburse SUBRECIPIENT for all costs incurred by it for the Purpose, including without limitation, all uncancellable obligations. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD'S decision.

### **TOTAL AGREEMENT**

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as

are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this contract.

**AMENDMENTS**

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by authorized official of both parties.

**NOTICES**

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Peter J. Hardash, Vice Chancellor  
Business Operations and Fiscal Services  
Rancho Santiago Community College District  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340

SUBRECIPIENT: Denise Bell, Director  
Office of Sponsored Programs  
CSU Fullerton Auxiliary Services Cooperation  
2600 E. Nutwood Avenue, Ste. 250  
Fullerton, CA 92831  
(657) 278-4110

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

CSU FULLERTON  
AUXILIARY SERVICES COOPERATION

By: \_\_\_\_\_  
Name: Peter J. Hardash  
Vice Chancellor  
Title: Business Operations/Fiscal Services  
Date: \_\_\_\_\_  
Board  
Approval  
Date: August 19, 2013

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

## LIST OF EXHIBITS

### *Same as Year 1:*

EXHIBIT A	APPLICATION FOR FEDERAL FUNDING
EXHIBIT B	REPORT TEMPLATES
EXHIBIT C	INVOICE TEMPLATE
EXHIBIT D	DRUG FREE, DEBARMENT, AND LOBBYING CERTIFICATIONS
EXHIBIT E	DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

**AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
on behalf of  
FULLERTON COLLEGE**

This Agreement is entered into on the 19th day of August, 2013 between Rancho Santiago Community College District (hereinafter “RSCCD”) and North Orange County Community College District, on behalf of Fullerton College (hereinafter “SUBRECIPIENT”).

**WHEREAS**, RSCCD has received a grant entitled ENGAGE to STEM Project (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education, Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Program. The purpose of the HSI STEM & Articulation Programs is to expand and enhance educational opportunities for, and improve the academics attainment of Hispanic students, and

**WHEREAS**, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

**WHEREAS**, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

**NOW, THEREFORE** the RSCCD and SUBRECIPIENT do covenant and agree as follows:

**TERM**

1. The effective term of this Agreement shall be from the period beginning October 1, 2013 and ending September 30, 2014 in the amount of \$364,440 and subject to the provisions of this Agreement. An extension may be granted in writing from the U.S. Department of Education (approving authority), through RSCCD.

**PURPOSE**

2. The purpose of the program funded by this Agreement is to support a collaboration (1) to increase the number of Hispanic and other low-income students attaining degrees in the fields of science, technology, engineering, or mathematics (STEM); (2) to develop model transfer and articulation agreements between the two-year HSI’s and four-year institutions; (3) to enable more data-based decision-making, and (4) to increase the number of math and science teachers. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

**COMPLIANCE WITH LAW**

3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 34 C.F.R. 74, 75, 77, 79, 82, 84, 85, 86, 97,

98, and 99 (Published as Education Department General Administrative Regulations (EDGAR)).

- (b) All applicable State statutes, regulations, policies, procedures and directives;
- (c) All applicable local ordinances and requirements, including use permits and licensing;
- (d) Court orders applicable to its operation; and
- (e) The terms and conditions of the Grant Award Notification.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. Either party may thereupon terminate this Agreement, if necessary.

#### **STATEMENT OF WORK**

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. SUBRECIPIENT agrees to comply with all provisions, to perform SUBRECIPIENT's proposed work, and to provide SUBRECIPIENT's services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

#### **MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

5. The parties hereto agree that those program components and service levels detailed in *Exhibit A* may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of RSCCD and acceptance by SUBRECIPIENT. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

#### **PLANS AND PROCEDURES**

6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

#### **REPORTS**

7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data. The Interim and Annual Performance Report Templates are incorporated by reference and attached hereto as *Exhibit B* which by this reference is incorporated herein and made a part hereof as if fully set forth.

#### **NO SUPPLANTATION**

8. Funds provided under this Agreement shall be used only for activities that would otherwise be unavailable in the absence of such funds. SUBRECIPIENT shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

### **INDEPENDENT CONTRACTOR**

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

### **SUBCONTRACT ASSIGNMENT**

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

### **CONTINGENCY OF FUNDS**

11. SUBRECIPIENT acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 74.118 and any other reporting requirements established by the secretary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify SUBRECIPIENT immediately and in writing. Immediately upon such notice SUBRECIPIENT shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of SUBRECIPIENT'S operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and SUBRECIPIENT shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

### **BUDGET SCHEDULE**

12. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, ***Exhibit A***, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The SUBRECIPIENT may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14)

### **MODIFICATION OF BUDGET SCHEDULE**

13. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Education.

### **CARRYOVER**

14. SUBRECIPIENT may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the SUBRECIPIENT'S use of such funds, a written statement from the SUBRECIPIENT describing the ways it intends to use the remaining funds may be required.

### **TIME EXTENSIONS**

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

### **SUBMISSION OF INVOICES**

16. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- a. Payments. Beginning 1st October 2013, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$364,440.
- b. Invoices. One original signed invoice should be sent to the HSI-STEM Project Director, as follows:

Micki Bryant  
Santa Ana College  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706

### **FISCAL ACCOUNTABILITY**

17. (a) Financial Management System. SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT'S system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and

- (4) Proper charging of costs and cost allocation.
- (b) SUBRECIPIENT'S Records. SUBRECIPIENT'S records shall be sufficient to:
  - (1) Permit preparation of required reports;
  - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
  - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:
  - (1) Approved Application for Federal Assistance (*Exhibit A*)
  - (2) The Education Department General Administrative Regulations (EDGAR)
  - (3) Office of Management and Budget (OMB) Circulars A-21 (Relocated to 2CFR, Part 220) and Circular A-110 (Relocated to 2 CFR 215)

### **ANNUAL AUDIT**

18. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

### **ACCESS AND RECORDS**

19. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT'S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement during normal business hours. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept in coordination with SUBRECIPIENT's designated audit contract person. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

## **FRAUD**

20. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

## **NONDISCRIMINATION AND COMPLIANCE PROVISIONS**

21. As a condition of this award of financial assistance under the U.S. Department of Education to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 C.F.R. part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

- (a) During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- (b) SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- (c) SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

## **CONFIDENTIALITY**

22. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

## **PROPERTY**

### 23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

2. “Equipment”: For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- (b) Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory or property in accordance with the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

### **INDEMNIFICATION**

24. (a) SUBRECIPIENT shall indemnify and hold harmless RSCCD, its officers, employees and representatives from and against all claims, damages, losses and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the SUBRECIPIENT, its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the RSCCD.

(b) RSCCD shall indemnify and hold harmless SUBRECIPIENT, North Orange County Community College District (NOCCCD) – Fullerton College, the Trustees of the NOCCCD, their officers, employees, representatives and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the RSCCD, its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the SUBRECIPIENT.

### **INSURANCE**

25. SUBRECIPIENT shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT’S comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

SUBRECIPIENT shall provide workers’ compensation coverage for each of its employees. SUBRECIPIENT and RSCCD shall each be responsible for providing coverage for their own students.

## **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

26. SUBRECIPIENT agrees to grant RSCCD, the US Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the US Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

## **STANDARDS OF CONDUCT**

27. (a) General Assurance. Every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of SUBRECIPIENT, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

## **DRUG FREE WORKPLACE**

28. SUBRECIPIENT shall execute and abide by the Drug Free Workplace Certification attached hereto as *Exhibit D* and incorporated herein by this reference.

## **DEBARMENT**

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See *Exhibit D*).

## **LITERATURE AND PUBLIC ANNOUNCEMENTS**

30. Any literature distributed by SUBRECIPIENT for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P031C110183. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government." Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit E*.

## **LOBBYING**

31. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit D*), SUBRECIPIENT certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

## **BREACH – SANCTIONS**

32. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 34 herein.

## **DISPUTES**

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable

efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

### **TERMINATION**

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of receipt. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. Upon receipt of notice of termination, SUBRECIPIENT shall limit or terminate any outstanding financial commitments. RSCCD shall reimburse SUBRECIPIENT for all costs incurred by it for the Purpose, including without limitation, all uncancellable obligations. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD'S decision.

### **TOTAL AGREEMENT**

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this contract.

### **AMENDMENTS**

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by authorized official of both parties.

**NOTICES**

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Peter J. Hardash, Vice Chancellor  
Business Operations and Fiscal Services  
Rancho Santiago Community College District  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706-1640

SUBRECIPIENT: Rodrigo Garcia  
Interim District Director, Fiscal Affairs  
North Orange County CCD  
1830 West Romneya Drive  
Anaheim, CA 92801

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

NORTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT, on behalf of  
FULLERTON COLLEGE

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

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

Name: Peter J. Hardash

Name: Fred Williams

Vice Chancellor

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: Finance and Facilities

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

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

Board

Approval

Date: August 19, 2013

## LIST OF EXHIBITS

### *Same as Year 1:*

EXHIBIT A	APPLICATION FOR FEDERAL FUNDING
EXHIBIT B	REPORT TEMPLATES
EXHIBIT C	INVOICE TEMPLATE
EXHIBIT D	DRUG FREE, DEBARMENT, AND LOBBYING CERTIFICATIONS
EXHIBIT E	DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### Human Resources and Educational Services

To:	Board of Trustees	Date: August 19, 2013
Re:	First Reading of Revised Board Policies	
Action:	Information	

#### **BACKGROUND**

The Board Policy Committee met on August 7, 2013 and reviewed recommended revisions to four existing policies as well as the Business and Fiscal Affairs section (6000) of the restructured Board Policies. These policies are now presented for first reading.

#### **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**

These policies are presented for first reading as an information item.

Fiscal Impact: None	Board Date: August 19, 2013
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

## BP 2015 Student Member

### Reference:

Education Code Section 72023.5

The Board shall include one non-voting student member. The term of office shall be one year commencing June 1.

The student member shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service. The student member is not required to give up employment with the District. The student shall maintain the standards of scholarship and eligibility criteria enumerated in Administrative Regulation 9006.

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: ~~October 8, 2012~~ \_\_\_\_\_ (Previously BP9006)

## BP 2305 Annual Organizational Meeting

### Reference:

Education Code Section 72000(c)(2)(A)

The following tasks shall be listed under Board Organization and included on the agenda of the Board's annual organizational meeting to be held in December each year:

- Election of Board officers
- Designation of secretary & assistant secretary
- Schedule of regular meeting dates and locations for the following year, including: Board Self-Evaluation (BP2745), Evaluation of the Chancellor (BP2435), and Preliminary Audit Discussion
- Authorization of signatures
- Appointment of trustees to committees by Board President
- Reaffirmation of Board Policy 2735 (Board Member Travel)
- Reaffirmation of Board Policy 2715 (Code of Ethics/Standards of Practice)
- Reaffirmation of Board Policy 6320 (Investments)

- Designation of specific weeks or months of observance, which relate to the educational mission of the district

At the annual organizational meeting, the Board President shall solicit expressions of interest from members of the Board, or any newly elected members of the Board, regarding service as President, Vice President or Clerk of the Board, as well as any committee assignments.

Revised: ~~October 8, 2012~~ \_\_\_\_\_ (Previously BP9013)

## BP 2715 Code of Ethics/Standards of Practice

### Reference:

Accreditation Standard IV.B.1.a, e, & h

All Rancho Santiago Community College District board members, including the student trustee, are committed to maintaining the highest standards of conduct and ethical behavior. The Board believes that in promoting trust, confidence, and integrity in the working relationship between Trustees, administrators, faculty and Staff. The Board and its individual Trustees are committed to the following:

- In all decisions the Board will consider the educational welfare and equality of opportunity of all students in the District.
- Trustees are elected to represent the interests and serve the needs of the entire District and to promote the mission of Rancho Santiago Community College District.
- Trustees are non-partisan elected officials and will always put District and college priorities before their own political or personal priorities.
- Trustees hold a public trust that requires and will ensure that their actions avoid conflicts of interest and any appearance of impropriety.
- Trustees will speak on behalf of the Board only when granted such authority by a majority of the Board.
- Trustees shall be respectful of others in any discussions related to the district and colleges.
- Trustees clearly articulate to the Chancellor the Board's expectations, will support the work and efforts of the Chancellor, and keep the Chancellor informed of matters related to the district and colleges.
- Trustees will respect the confidentiality of all privileged information.
- Trustees will uphold the letter and spirit of the Ralph M. Brown Act and make all official decisions and actions of the Board of Trustees in open and public meetings.
- Trustees will remain informed about the district, educational issues, and responsibilities of trusteeship, and will work in the best interest of the entire district.

The President of the Board, in consultation with the Chancellor, is authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations of pertinent laws and regulations, including but not limited to conflict of interest, open and public meetings, confidentiality of closed session information, and use of public resources. Violations of law may be referred to the District Attorney or Attorney General as provided for in law.

Violations of the board's policy code of ethics will be addressed by the President of the Board, who will first discuss the violation with the trustee to reach a resolution. If resolution is not achieved and further action is deemed necessary, the president may appoint an ad hoc committee to examine the matter and recommend further courses of action to the board. Sanctions will be determined by the board officers and may include a recommendation to the board to censure of the trustee. If the President of the Board is perceived to have violated the code, the vice president of the board is authorized to pursue resolution.

Revised: ~~October 8, 2012~~ \_\_\_\_\_ (Previously BP9002)

# BP 2716 Political Activity

**References:**

Government Codes 8314; Education Codes 7054, 7054.1, 7056

The Board of Trustees of the Rancho Santiago Community College District shall abide by all State laws, Education and Government codes relating to political activities and solicitation of political contributions.

Six months prior to every general election, the Board will seek college counsel to provide the latest legal status of laws and regulations relating to solicitation of political contributions and political activities by Board members, officers, and employees of the college. This status report will be distributed to all Board members and employees groups.

Members of the Board shall not use District funds, services, ~~communication resources~~, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.

Initiative or referendum measures may be drafted on an area of legitimate interest to the district. The Board may by resolution express the Board's position on ballot measures. Public resources may be used only for informational efforts regarding the possible effects of ballot District bond issues or other ballot measures.

Revised: ~~October 8, 2012~~ \_\_\_\_\_ (Previously BP9027)

# BP 3820 Gifts, Grants and Bequests - ~~BP3208~~

~~Legal~~ Reference: Education Code 72122

The Governing Board may accept on behalf of the district any bequest or gift of money or property for a purpose deemed by the Governing Board to be suitable and in support of the district's academic mission, and to utilize such money or property so designated.

The Chancellor shall establish procedures for district acceptance of gifts, grants and bequests, and shall establish criteria for usability and maintenance. Gifts which entail high maintenance costs shall be avoided.

All gifts shall be accepted on behalf of the district as a whole, not by a particular department. At the discretion of the Chancellor, the gift may be used in a particular facility.

Equipment gifts will not be replaced with district funds; if replacement is desired, the items will be submitted for consideration under new equipment.

The District shall assume no responsibility for appraising the value of gifts made to the District.

Acceptance of a gift shall not be considered endorsement by the District of a product, enterprise or entity.

Revised ~~03/11/96~~ \_\_\_\_\_ (Previously BP3208)

## **BP 6010 Equitable Opportunities for Business Enterprises - ~~BP3301~~**

The Governing Board of Rancho Santiago Community College District recognizes the importance of enhancing business opportunities and the value of continuing to expand our pool of qualified vendors and contractors. In this regard, our policy is to vigorously contribute to achieving the goals established for the California Community College System, regarding purchasing goods and services from businesses owned by minorities, women, and disabled veterans.

The district shall continue to adhere to other regulations which are equally important to protecting the public interest (for instance competitive bidding, prudent risk management, etc.).

Revised ~~11/14/94~~ \_\_\_\_\_ (Previously BP3301)

## **BP 6011 Interaction With And Solicitation From Private Businesses -~~BP3311~~**

RSCCD shall proactively interact with private businesses within our service area of Orange County, and with other businesses on a national and international basis. The Governing Board of Trustees encourages the development of business and industry relationships which are mutually beneficial, and which are fiscally and logistically prudent, and consistent with the District's mission and priorities.

Following are some examples of the benefits offered by RSCCD which businesses will be encouraged to pursue:

1. Quality instruction for staff members in credit and non-credit courses available through our regular college, Public Service Institute, and Community Service curriculum
2. Quality Contract Education programs tailored to specific organization needs
3. Use of RSCCD facilities for community service activities in which businesses may be participants (e.g. blood drives, bone marrow drives, AIDs education, voter registration etc.)
4. Partnerships and joint ventures in commercial opportunities like presentations of seminars and open entry courses on current topics
5. Partnerships and collaborations in economic development efforts which enhance community tax revenues or employment opportunities
6. Sharing in the results of general demographic research or specific focused research projects.

Following are some examples of the benefits of business interaction which RSCCD or its Foundation will pursue:

1. Service by business representatives on Industry Advisory Councils for the improvement of curriculum and instruction and professional staff development
2. Monetary contributions from businesses to be used for the purchase or improvement of facilities, equipment, and supplies to enhance the instruction and overall development of our students and staff.

It is acknowledged that the institution's primary mission is the education of students. Accordingly, it is our policy that businesses and staff members be made clearly aware that none of the interactions and collaborations described above will improperly distract from our primary mission, or in any way violate any other Board policies or any of the public regulations by which the District is governed.

It is also acknowledged that some of the businesses from which RSCCD may solicit donations may be current or prospective vendors. It is our policy that donors and staff members be made clearly aware that making donations to the district in no way improves or lessens a vendors' chances of receiving an award of business from the district, or of receiving any other economic concessions from the district.

A copy of this policy will be made available to vendors.

Revised ~~11/14/94~~ \_\_\_\_\_ (Previously BP3311)

## **BP 6012 Environmentally Preferable Purchase and Practices ~~—BP3406~~**

**Reference: AB 939**

The district office, colleges and educational sites of the Rancho Santiago Community College District shall continually strive to minimize the generation of waste through utilization of waste prevention techniques, reuse of materials, collection/recycling and composting. The District shall support markets for recycled materials through the procurement of recycled content products whenever possible.

In pursuit of the goal of reducing energy use and costs affiliated with energy consumption, the District shall purchase, whenever financially practical, only those appliances and products that have met ENERGY STAR specifications for energy efficiency or an equivalent standard. The Chancellor shall establish appropriate procedures to ensure that the purchase of single and bulk equipment meet the guidelines of this policy.

The Governing Board of Trustees delegates authority to the Chancellor to establish administrative procedures that will direct the District to engage in sustainable building practices for new buildings or major renovation projects in excess of 5,000 square feet of occupied space. New buildings and renovations of this size will meet or exceed the United States Building Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) silver rating or an equivalent standard. Buildings need not be certified but shall earn all the necessary points outlined in USGBC's LEED standards for certification, or a similar set of standards.

Whenever it is deemed appropriate and economically feasible, the District shall also pursue sustainable building practices for new construction and major renovation projects between 1,000 and 5,000 square feet of occupied space.

Revised ~~11/14/94~~ \_\_\_\_\_ (Previously BP3406)

## **BP 6013 Energy and Water Conservation ~~—BP3508~~**

**Reference:** California Code of Regulations - Chapter 4, Section 57200-57205

The Rancho Santiago Community College District's Governing Board of Trustees recognizes the necessity and urgency of the reduction of energy and water usage. The administration is directed to develop ways of maintaining a constant check on consumption to reduce water and energy usage. Fossil fuels, from which nearly all the nation's energy is currently produced, are non-renewable resources which are becoming increasingly scarce and expensive. Dry years illustrate that water is not an unlimited resource in California. It is the aim of the Rancho Santiago Community College District to conserve energy and water in a manner which will serve as an example for the community. It is expected that each and every member of the District's staff will exemplify the spirit and rule of this policy while serving the District.

The Governing Board of Trustees delegates authority to the Chancellor to establish administrative procedures that will direct the District's energy and water conservation efforts.

Revised ~~11/14/94~~ \_\_\_\_\_ (Previously ~~BP3508~~)

## **BP 6014 Location of District-Sponsored Events ~~—BP7003~~**

The Governing Board of Trustees of the Rancho Santiago Community College District supports the businesses located in its service area. To promote goodwill within the RSCCD service area, the Governing Board of Trustees prefers and encourages that district-sponsored events for board members, faculty, and/or staff and students be held within the geographical boundaries of the district, when possible and when such event is held in a for-profit hospitality facility, such as a restaurant or hotel.

The Chancellor shall ensure that notice of this policy be provided to faculty, staff, and student organizations at the beginning of each academic year.

Revised ~~11/14/94~~ \_\_\_\_\_ (Previously ~~BP7003~~)

## **BP 6015 Food and Meeting Refreshments ~~—BP3103~~**

**Reference:** Education Code 85266. Warrants for district expense

The Governing Board of Trustees encourages participation and awareness of district programs and activities through direct personal contact with individuals, community groups, students, staff and professional associations. The Governing Board of Trustees believes that the serving of refreshments and food at district activities facilitates communication and increases public awareness and public participation in district sponsored meetings, events, activities, and programs.

The Governing Board of Trustees authorizes the Chancellor, or the Chancellor's designee, to approve the serving of refreshments and/or food at the following meetings or activities:

- Functions for volunteers and retiring employees
- Activities honoring individuals in education
- Educational events sponsored by the Board
- Seminars and workshops sponsored by the Board
- Board appointed committee meetings
- ~~Group planning and operational meetings~~
- Student and student program recognition ceremonies
- Other activities as designated by the ~~Board~~ Chancellor

The cost of food and refreshments, which are served at duly authorized activities, shall be paid from district funds and shall meet all legal and district requirements for the expenditures of district funds.

Revised ~~11/14/94~~ \_\_\_\_\_ (Previously ~~BP3103~~)

## **BP 6100 Delegation of Authority ~~to Negotiate and Accept Discounts and Price Reductions —BP3308~~**

~~Legal References:~~ ~~Education Code 70902D~~ Education Code Sections 70902(d), 81655, and 81656

~~In accordance with the delegation provisions of Education Code Section 70902D, the Board of Trustees delegates to the chief fiscal officer or his/her designee the authority to accept price reductions or discounts to existing contracts, as long as the nature and quality of the good and services purchased are not altered in any material respect.~~

~~If it is in the interest of the District to alter the nature of the goods or services ordered, in concert with a price reduction, this can be done with the approval of the Chancellor or the chief fiscal officer. If the purchase of the goods or services required advance approval of the Board of Trustees per BP3306, however, and a price reduction was made in concert with a decision to alter the nature of the goods and services, the circumstances of the revised purchase will be reported to the Board of Trustees.~~

The Board delegates to the Chancellor the authority to supervise the general business procedures of the District to assure the proper administration of property and contracts; the budget, audit and accounting of funds; the acquisition of supplies, equipment and property; and the protection of assets and persons. All transactions shall comply with applicable laws and regulations, and with the California Community Colleges Budget and Accounting Manual.

No contract shall constitute an enforceable obligation against the District until it has been approved or ratified by the Board. (See BP 6340 titled Contracts).

The Chancellor shall make appropriate periodic reports to the Board and shall keep the Board fully advised regarding the financial status of the District.

**Adopted 09/13/99; Revised \_\_\_\_\_ (Previously BP3308)**

## **BP 6150 Designation of Authorized Signatures (new)**

**References:** Education Code Sections 85232 and 85233

Authority to sign orders and other transactions on behalf of the Board is delegated to the Chancellor and other officers appointed by the Chancellor.

The authorized signatures shall be filed with the Orange County superintendent of schools.

**Adopted \_\_\_\_\_**

## **BP 6200 Policy on Budget Preparation Development Process –BP3201**

**References:** Education Code Section 70902(b)(5); Title 5 Sections 58300 et seq.

The budget and expenditures of the Rancho Santiago Community College District reflect and support its visions and mission statements, district and college master plans, and other planning documents.

The statutory authority and responsibility for the budget resides with the Governing Board of Trustees who will make final budgetary decisions.

~~The Chancellor will consult with the District's budget committee as an ex-officio member to develop the budget procedures and compile a recommended budget. The District's budget committee will include the college Presidents, the Vice Chancellor of Fiscal Services, and all college constituent groups.~~

~~The Chancellor shall direct the preparation of the budget in accordance with the Education Code and shall hold public hearings on the budget in compliance with applicable law and time lines.~~

~~The budget development process will allow for majority and minority recommendations to be forwarded to the Board of Trustees for consideration.~~

## **~~Budget Development Structure – BP3202~~**

~~Revised 03/11/96 \_\_\_\_\_~~

~~The budget development structure will be consistent with state law and the regulations of the Board of Governors, California Community Colleges. The budget will be itemized to set forth the necessary revenues and expenditures by functions and objects in each of the funds.~~

~~Each year, the Chancellor shall present to the Board a budget, prepared in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. The schedule for presentation and review of budget proposals shall comply with state law and regulations, and provide adequate time for Board study.~~

~~Budget development shall meet the following criteria:~~

- ~~• The annual budget shall support the District's master and educational plans.~~
- ~~• Assumptions upon which the budget is based are presented to the Board for review.~~
- ~~• A schedule is provided to the Board each year that includes dates for presentation of the tentative budget, required public hearing(s), Board study session(s), and approval of the final budget. At the public hearings, interested persons may appear and address the Board regarding the proposed budget or any item in the proposed budget.~~
- ~~• Unrestricted general reserves shall be no less than 5%.~~
- ~~• Changes in the assumptions upon which the budget was based shall be reported to the Board in a timely manner.~~
- ~~• Budget projections address long term goals and commitments.~~

~~Revised 05/27/97 \_\_\_\_\_ (Previously BP3201, BP3202 and BP3203)~~

## **~~General Fund Restricted Reserve – BP3203~~**

~~Adopted 11/14/94~~

~~The district shall maintain a minimum 3% reserve fund balance.~~

~~Legal Reference:~~

~~California Community College Chancellor's Office Guidelines~~

## **BP6250 Budget Administration Management –BP3204**

~~References: Title 5 Sections 58307 and 58308~~

~~A system of fiscal control shall be established to govern the administration of the budget and the expenditure of funds.~~

~~The Chancellor shall not permit expenditures of funds to exceed the major budget classification allowance against which the proposed expenditure is the proper charge. The Chancellor shall set up and operate budget controls for all departments, and shall administer the budget in conformity with legal requirements and the actions of the Governing Board.~~

~~The budget shall be managed in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. Budget revisions shall be made only in accordance with these policies and as provided by law.~~

~~Revenues accruing to the District in excess of amounts budgeted shall be added to the District's reserve for contingencies. They are available for appropriation only upon a resolution of the Board that sets forth the need according to major budget classifications in accordance with applicable law.~~

~~Board approval is required for changes between major expenditure classifications. Transfers from the reserve for contingencies to any expenditure classification must be approved by a two-thirds vote of the members of the Board. Transfers between expenditure classifications must be approved by a majority vote of the members of the Board.~~

~~Revised 03/11/96 \_\_\_\_\_ (Previously BP3204 and BP3205)~~

## ~~Transfer of Budget Appropriations – BP3205~~

~~Revised 07/24/06~~

~~The Governing Board may by majority vote transfer funds within major accounts at a regularly called meeting in accordance with state laws and procedures.~~

~~The Governing Board may by two-thirds vote transfer funds from the undistributed reserve to any expenditure classification.~~

~~Transfer of budgeted appropriations is authorized between budgetary unit groups within object code groups used for accounting control by the County Superintendent's Office subject to the following:~~

- ~~1. Authorization by vice Chancellors or designated administrators.~~
- ~~2. That such transfers shall be presented to the Board of Trustees for approval in the Financial Report in the month following the transaction.~~

## ~~BP 6300 Fiscal Management and Auxiliary Services Fiscal Powers – BP3200~~

~~**Legal Reference:** Education Code 70902 Board of Trustees; Governing Board Responsibilities and Functions 84030 Accounting Systems; Requirements for Accounting Manual 85261 Drawing of warrants by district on county treasurer; form of warrant; application and approval Section 84040(c); Title 5 Section 58311~~

~~The Governing Board shall establish, maintain, and operate in accordance with state law the control of all funds of the district. The district shall provide for an accounting system with internal controls.~~

~~The accounting systems and procedures for Rancho Santiago Community College District shall be set up so as to conform to the California Community College Accounting manual. The Chancellor and fiscal staff are expected to confer with the appropriate specialists of the Office of the Orange County Superintendent of Schools, the California State Board of Community Colleges, auditors, and other knowledgeable persons or groups in order to assure that the best business practices are followed.~~

The Chancellor shall establish procedures to assure that the District's fiscal management is in accordance with the principles contained in Title 5 Section 58311, including:

- Adequate internal controls exist.
- Fiscal objectives, procedures, and constraints are communicated to the Board and employees.
- Adjustments to the budget are made in a timely manner, when necessary.
- The management information system provides timely, accurate, and reliable fiscal information.
- Responsibility and accountability for fiscal management are clearly delineated.

The books and records of the District shall be maintained pursuant to the California Community Colleges Budget and Accounting Manual.

As required by law, the Board shall be presented with a quarterly report showing the financial and budgetary conditions of the District.

As required by the Budget and Accounting Manual, expenditures shall be recognized in the accounting period in which the liability is incurred, and shall be limited to the amount budgeted for each major classification of accounts and to the total amount of the budget for each fund.

Revised ~~03/11/96~~ \_\_\_\_\_ (Previously **BP3200**)

## **Financial Reports – BP3216**

~~Revised 11/14/94~~

~~The Chancellor shall be responsible for maintaining the books and records of the district in auditable form. The Chancellor shall prepare all fiscal reports, keep necessary records to control the financial transactions of the district, and prepare financial statements.~~

~~Financial statements will be prepared under the direction of the Chancellor and submitted to the Governing Board on a quarterly basis.~~

~~The Chancellor shall file all fiscal reports with the county, state or federal agencies, as required. These reports will be reviewed with the Governing Board prior to filing with the appropriate agency.~~

~~**Legal Reference:** Education Code 84030 Accounting System; Requirements for Accounting Manual 84040 Requirement for Annual Audit 85261 Drawing of Warrants by District on County Treasurer; Form of Warrant; Application and Approval Title 5, California Code of Regulations 58310 Report on District's Financial Condition~~

## **Quarterly Financial Reports – BP3220**

~~Adopted 11/14/94~~

~~The Chancellor, or Chancellor's designee, shall regularly report in detail to the Governing Board of the district, the district's financial condition. Reports shall be submitted showing the financial and budgetary conditions of the district, including outstanding obligations, to the Governing Board at least once every three months during the school year.~~

~~The Chancellor, or Chancellor's designee, shall also prepare a quarterly report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor. The district shall submit a copy of the certified report to the appropriate county offices and the Chancellor of Community Colleges no later than forty-five days following the completion of each quarter. The report shall be reviewed by the district Governing Board at a regularly scheduled meeting and entered into the minutes of the meetings.~~

~~Legal Reference:~~ Title 5, California Code of Regulations; 58310 Report on District's Financial Condition

## **BP 6301 Payment - Goods & Services ~~—BP3213~~**

**Reference:** Education Code; 85266 Warrants Drawn for Expenses of District; 85266.5 Warrants to Pay Expenses of District; 88166 Error in Salary; 2401 Payment of Cost by District

The Governing Board cannot enter contracts or pay bills until it has been passed upon at a regularly called meeting.

The Governing Board will authorize payment for goods and services under the following conditions:

1. Contracted for within budgetary limits
2. Purchased according to relevant purchasing policies and regulations
3. Certified by the appropriate administrator as having been received in acceptable condition

Revised ~~03/11/96~~ \_\_\_\_\_ (**Previously BP3213**)

## **BP 6302 Accounting for Monies Collected ~~—BP3217~~**

**Reference:** Education Code 76060.5 Selection for Purpose of Establishing Student Representation Fee 76063 Deposit or Investment of Student Funds 76064 Additional Uses of Student Funds 76065 Supervision and Audit of Student Funds

Monies collected by district employees and by student organizations shall be handled with good and prudent business procedures.

All monies collected shall be receipted and accounted for as directed without delay to the proper location for deposit.

In no case shall monies be left overnight, nor leave district facilities except in safes provided for safekeeping of valuables.

Revised ~~03/11/96~~ \_\_\_\_\_ (**Previously BP3217**)

## **BP 6320 Investments ~~—BP3211~~**

~~Legal Reference:~~ Title 5, California Code of Regulations; 58199.5 Appropriation of Excess Funds Government Code Sections 53600, ~~53601, 53651, 53654~~ et seq.

The Governing Board of Trustees authorizes the Chancellor, or designee, to invest monies not required for the immediate necessities of the district in accordance with existing law. Funds are to be invested in a manner which will provide the maximum security of principal.

- Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.
- The investments shall remain sufficiently liquid to meet all operating obligations of the district.

- The investments shall be done with the objective of attaining a market rate of return, taking into account risks and liquidity needs.

Investments shall be made with judgment and care, which persons of prudence, discretion and intelligence would exercise for the safety of capital and reasonable income.

The Vice Chancellor of Business and Fiscal Services shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this investment policy.

Administrators and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment activity or which could impair their ability to make impartial investment decisions.

Revised ~~09/11/95~~ \_\_\_\_\_ (Previously BP3211)

## **BP 6330 Purchasing –~~BP3306~~**

**Legal References:** Public Contract Code ~~20654~~ 20650; Education Code 81656; Government Code 1090 - Conflicts of Interest ~~Public Contract Code 10324, 20652, and 20653~~

The Chancellor is delegated the authority to purchase supplies, materials, apparatus, equipment and services as necessary to the efficient operation of the District. No such purchase shall exceed the amounts specified by Section 20651 of the California Public Contract Code as amended from time to time.

All such transactions shall be reviewed by the Board every 60 days.

## **Purchasing General Policy Statement –~~BP3300~~**

Revised ~~08/26/96~~

The Governing Board recognizes that money and money management comprise the foundation support of the whole district program. To make that support as effective as possible, the Governing Board intends:

1. to encourage advance planning through the best possible budget procedures;
2. to explore all practical sources of potential income;
3. to guide the expenditure of funds so as to extract the greatest educational returns;
4. to expect quality accounting and reporting procedures, and recognize the need for cost effective systems to support this requirement;
5. to maintain the level of unit expenditure needed to provide quality education within the ability of the community to pay.
6. to ensure that the value of goods and services is adequate for the amount of money expended; and, that specifications for material and equipment are determined (when appropriate).

## **Cooperative Purchasing by State Contract With Department General Services and Other Public Agencies –~~BP3304~~**

Revised ~~06/27/94~~

The Director of Purchasing is authorized to make purchases through the State of California Cooperative Purchasing Program operated by the Department of General Service, and via liaison systems established with other state, county, and city public agencies. These types of purchases will be executed when they are in the best interest of the district relative to optimum pricing, delivery, and purchasing logistics.

## **~~Purchasing Code of Ethics and Control Guidelines – BP3302~~**

~~Revised 08/26/96~~

It is the policy of the Governing Board to adopt the concepts in the suggested Purchasing Code of Ethics and recommended policies and procedures of the California Association of School Business Officials (CASBO). These standards are included in periodic revisions to the "School Purchasing Handbook." The following Code of Ethics is based on the CASBO model.

### **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

#### **PURCHASING CODE OF ETHICS**

It is the policy of staff and Governing Board ~~of Trustees~~ members:

1. To regard public service as a sacred trust, giving primary consideration to the interests of the college district and the community by which we are employed.
2. To purchase without prejudice, seeking to obtain the maximum benefit for each tax dollar expended.
3. To avoid any unfair, questionable, or unethical practices.
4. To respect our obligations and to require that obligations to our college district be respected.
5. To accord vendor representatives the same courteous treatment we would like to receive.
6. To strive constantly for the improvement of our purchasing methods and the materials we buy.
7. To assist purchasing agents of other public entities in the performance of their duties whenever possible.
8. To conduct ourselves with fairness and dignity, avoid conflicts of interest, and demand honesty in buying and selling.
9. To cooperate with all organizations and individuals engaged in enhancing the development of the purchasing profession.
10. To remember that we act as representatives of the college district and to govern ourselves accordingly.
11. To negotiate the lowest purchase prices feasible while maintaining quality products and service.
12. To adhere to all laws and regulations and to be strong advocates for the success of women, minority, and disabled veteran-owned businesses.
13. Members of the Governing Board of Trustees and any district employee shall not be financially interested in any contract made by them in their official capacity; nor, shall any member of the Governing Board of Trustees and any district employee be purchasers of any sale or vendors of any purchase to the district in which they are financially interested.

Revised ~~05/20/02~~ (Previously BP3300, BP3302, BP3304 and BP3306)

## **BP 6331 Fiduciary and Legal Considerations –BP3305**

Reference: Education Code 71028

A. The Board will expend monies in the best interest of the district by:

1. Purchasing through competitive bidding, quotation, and negotiation at the lowest price from those responsive, responsible, and qualified vendors meeting specifications.
2. Establishing complete and comprehensive specifications.
3. Performing sufficient and timely planning to provide for the execution of all prudent purchasing procedures.
4. Adhering to the district's Code of Ethics.
5. Per Policy 3304 when in the best interest of the district.

B. The Board will comply with all federal and state laws, rules and regulations, including a commitment to:

1. Secure responsible bidders and vendors by giving vendors an equal opportunity.
2. Implement programs per the State Chancellor's Office in an effort to achieve or exceed targeted volumes of business with minority, women, and disabled veteran-owned enterprises.

Revised ~~09/11/95~~ \_\_\_\_\_ (Previously BP3305)

## **BP 6332 Competitive Bidding and Quotation Policies**

### **~~BP3307~~**

**Reference:** Public Contract Code 20105 - 20113 and 20651 – 20654; Government Contract Code 53060

A. Competitive bids are required for all public works (i.e., construction, alterations, repairs, or improvements) with costs of \$ 15,000 or more, and for all purchases of materials, supplies, and equipment with costs as per BP3306, C-1, or more (sales taxes included) with the following exceptions:

1. "Emergency Work" as defined by the Education Code, where time is of the essence. This is work necessary to permit the continuance of classes, and/or avoid danger to life or property.
2. "Sole Source" situations as defined by existing case law, in those instances where "competitive proposals would be unavailing or not produce an advantage."
3. Purchases through public corporations in those instances "when the Board has determined it to be in the best interests of the district," or via cooperative purchasing as described in BP3304.
4. "Special Services and Advice" consulting as defined by the Government Contract Code, where persons specially trained in financial, economic, accounting, architectural, engineering, legal, or administrative matters are needed by the District.
5. Informal bidding procedures for public works projects under the Uniform Public Construction Cost Accounting Act as described in BP3310.

B. When elements of both the "Services" and "Equipment/Supply" spending categories are combined (e.g. a printing project where the vendor provides a service and materials) the higher limit (as per BP3306, C,1) applies for bid requirement purposes.

C. Integral projects cannot be separated into separate components to circumvent the competitive bidding requirements.

D. Except for the items at A1-A3 above, requesting competitive quotations is preferable on those purchases which do require competitive bids, and is mandatory for those purchases over \$ 15,000 (unless the conditions at A1-A3 apply, or time is a critical constraint). Generally two (2) or three (3) quotes should be obtained. However, this will vary depending on the nature of the product, the urgency of need, and the responsiveness of vendors. The adequacy of competitive quotes shall be based on the Purchasing Director's judgment.

E. Regarding item A4, Government Contract Code Section 53060 allows for the award of contracts for Special Services and Advice without competitive bidding. However, it will be District practice that all purchases estimated to be \$ 15,000 or more will be subject to the procedure at section D above, unless that requirement is waived by the Chancellor or a Vice Chancellor in the Chancellor's absence.

F. The Board delegates to the responsible managers authorization to make any "emergency work" purchases with cost below the amounts where competitive bids are required. Those "emergency work" purchases, with cost at or above the amounts where competitive bids are required, can be performed without competitive bidding as long as they are pre-approved by the Board and the Orange County Superintendent of Schools or executed in accordance with policy BP3310.

Revised ~~09/11/95~~ \_\_\_\_\_ (Previously BP3307)

## **BP 6333 District Standard for Hardware and Software - ~~BP7001~~**

A standard shall be established for administrative use of technology hardware and software, and all purchases will adhere to these standards.

Revised ~~09/11/95~~ \_\_\_\_\_ (Previously BP7001)

## **BP 6340 Contracts ~~-Equal Employment Opportunity~~ ~~Provision - BP3100~~**

**Reference:** Education Code Sections 81641 et seq.; Public Contract Code Sections 20650 et seq.

The Board delegates to the Chancellor the authority to enter into contracts on behalf of the District and to establish administrative procedures for contract awards and management, subject to the following:

- Contracts are not enforceable obligations until they are ratified by the Board.
- Contracts for work to be done, services to be performed or for goods, equipment or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contract Code Section 20651 shall require prior approval by the Board.
- When bids are required according to Public Contract Code Section 20651, the Board shall award each such contract to the lowest responsible bidder who meets the specifications published by the District and who shall give such security as the Board requires, or reject all bids.

If the Chancellor concludes that the best interests of the District will be served by pre-qualification of bidders in accordance with Public Contract Code Section 20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

If the best interests of the District will be served by a contract, lease, requisition or purchase order through any other public corporation or agency in accordance with Public Contract Code Section 20652, the Chancellor is authorized to proceed with a contract.

It is the policy of the Governing Board of Rancho Santiago Community College District to require from any bidding vendor or contractor, prior to the awarding of a contract, an affidavit that such vendor or contractor does comply with all Federal and State regulations pertaining to fair employment practices ~~and will make every effort to follow the affirmative action guidelines as set forth by the district.~~ Such Certificate of Compliance is to be required in all cases where the Rancho Santiago Community College District is legally required to advertise for bids prior to contract.

Adopted November 22, 1971, Revised \_\_\_\_\_ (Previously BP3100)

## **BP 6400 Audits ~~BP3104~~**

**Legal Reference:** Education Code 84040(b) and ~~84040-3~~

The Governing Board of Trustees will assure sound fiscal management practices, via fiscal accountability.

The Governing Board of Trustees shall provide for an annual audit of all funds, books and accounts of the district, in accordance with the regulations of ~~the Board of Governors Title 5~~. The Chancellor shall assure that an outside audit is completed. The audit shall be made by certified public accountants licensed by the State Board of Accountancy.

The Governing Board of Trustees shall review the annual audit at one of its regularly scheduled public meetings. The Governing Board of Trustees shall cause a Request for Proposal (RFP) of auditing services to be issued for the recruitment of an independent auditor every three (3) years, or more frequently if the Board deems it necessary.

The Vice Chancellor of Business and Fiscal Services shall review the RFP's and recommend candidates for interviewing by the Governing Board of Trustees or a committee designated by the Board.

The Governing Board of Trustees shall ~~interview the recommended candidate firms and~~ select the independent auditor.

The Governing Board of Trustees shall meet with the independent auditor prior to the commencement of auditing work, which is to be done for the fiscal year, to discuss the scope and purpose of the annual audit.

Administrators and employees involved in the auditing process shall refrain from activity that could conflict or compromise the execution of the audit or the independence of the auditor.

**Adopted September 9, 1995** \_\_\_\_\_ **(Previously BP3104)**

## **BP 6450 Wireless or Cellular Telephone Use (new)**

**Reference:** Vehicle Code Sections 12810.3, 23123, and 23124; Internal Revenue Code (I.R.C.) Sections 274(d)(4) and 280F(d)(4)

The Chancellor shall determine if it is in the best interests of the District to provide a cellular or wireless phone at District expense.

Cellular telephones provided by the District for compensatory reasons are classified by the Internal Revenue Service as a fringe benefit, the value of which must be included in an employee's gross income.

The value of a cellular telephone provided by the District primarily for non-compensatory business purposes is excludable from an employee's income. Record keeping of business and personal use of District-issued cellular telephones shall not generally be required when the telephones are issued for non-compensatory business reasons.

Motor vehicle drivers may not use wireless or cellular telephones while operating their vehicles without a hands-free listening device and shall comply with all requirements of California law regarding the use of wireless or cellular telephones in vehicles.

There shall be no expectation of privacy in the use of a District-issued cellular telephone.

**Adopted** \_\_\_\_\_

## **BP 6500 Property Management —~~BP3518~~**

**References:** Education Code Sections 81300 et seq.

The Chancellor is delegated the authority to act as the Board's negotiator regarding all property management matters that are necessary for the benefit of the District. No transaction regarding the lease, sale, use or exchange of real property by the District shall be enforceable until acted on by the Board itself.

The Chancellor shall establish such procedures as may be necessary to assure compliance with all applicable laws relating to the sale, lease, use or exchange of real property by the District.

Revised ~~05/20/02~~ \_\_\_\_\_ (Previously ~~BP3518~~)

## **BP 6501 Plant Maintenance and Operations General Policy Statement —~~BP3500~~**

An effective educational program requires clean, healthful, safe, businesslike, functional and attractive facilities. The Campus Services staff is charged with the responsibility of caring for and protecting these facilities. In order to carry out the efficient maintenance and operation of these facilities, the Campus Services staff must work cooperatively with students, staff and administrators.

Revised ~~05/20/02~~ \_\_\_\_\_ (Previously ~~BP3500~~)

## **BP 6502 Outside Governing Agencies —~~BP3507~~**

**Legal Reference:** Education Code 81130, 81132, 81133, 81142; California Code of Regulations - Title 24

The operation of district facilities requires the adherence to codes, laws and regulations imposed by outside governing agencies. District facilities shall be constructed, maintained and operated within the provisions of government agencies having jurisdiction.

Revised ~~05/20/02~~ \_\_\_\_\_ (Previously ~~BP3507~~)

## **BP 6503 Inventory Control —~~BP3400~~**

**References:** Education Code 60500, 60510, 60521, and 81450 - 81455

The Governing Board of Trustees authorizes an inventory system for the control of district fixed assets. The inventory system shall be adequate to meet basic and required internal control, accounting and risk management requirements.

The Vice Chancellor of Business and Fiscal Services or designee are responsible for the development, implementation, and reconciliation of Rancho Santiago Community College District's inventory system.

The Governing Board of Trustees shall adopt adequate procedures and staff resources to maintain records and controls for all district moveable equipment. This includes all district direct and auxiliary operations and services, and all related activities supervised by the Chancellor and sanctioned by the Governing Board of Trustees. All district managers and staff shall be responsible and accountable for inventory control in their area.

Revised ~~05/20/02~~ \_\_\_\_\_ (Previously BP3400)

## **BP 6504 Moveable Inventory Control Responsibilities - ~~BP3403~~**

Revised 01/24/00

All district managers and staff shall be responsible and accountable for inventory control in their area.

Revised ~~05/20/02~~ \_\_\_\_\_ (Previously BP3403)

## **BP 6505 Inventory Order Quantity and Storage Controls - ~~BP3404~~**

Revised 01/24/00

The District does not maintain a central store of inventory items, except for a small dollar office supply inventory managed by the Bookstore. District policy shall be to maintain only minimal central warehouse storage, primarily for emergency storage, and for departments to order inventory in a manner which will minimize inventory carrying costs and the risk of obsolescence.

Departments should not request orders for inventory needs beyond the current fiscal period, unless there is some substantial economic benefit. The Director of Purchasing Services shall be contacted regarding exceptions and is responsible for managing the District-wide coordination of inventory orders in an effort to reduce cost and adhere to all code regulations.

Items stored at college and district office locations should be minimal and under the ultimate responsibility of the college president, vice Chancellor, or designee.

Items which are obsolete or temporarily out of service and excess inventory items are stored in an off-site warehouse. For security and segregation of duties, this warehouse is managed by the Director of Purchasing.

Revised ~~05/20/02~~ \_\_\_\_\_ (Previously BP3404)

## **BP 6506 ~~Company~~ District Property, Security, Privacy and Searches ~~-BP3601~~**

District property included but not limited to desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and district vehicles are the district's property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. The district reserves the right, at all times, and without prior notice, to inspect and search any and all district property for the purpose of determining whether this policy or any other district policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

The district's computer systems and other technical resources, including any voice mail or E-mail systems, are provided for use in the pursuit of the district's business and are to be reviewed, monitored and used only

in that pursuit, except as provided in this policy. As a result, computer data, voice mail and E-mail are readily available to numerous persons. If, during the course of employment, an employee performs or transmits work on the district's computer systems, or other technical resources, that work may be subject to the investigation, search and review of others in accordance with this policy. In addition, any electronically stored communications that an employee either sends or receives from others may be retrieved and reviewed where such investigation serves the legitimate business interests and obligations of the district.

The district recognizes that employees may occasionally find it necessary to use the district's telephones for personal business. Such call must be kept to a minimum and should be made only during break or lunch periods. Official telephone records may be used to monitor this policy.

Employees of the district are otherwise permitted to use district's equipment for occasional, non-district purposes with permission from their direct supervisors. Nevertheless, the employee has no right of privacy as to any information or file maintained in or on district's property or transmitted or stored through district's computer systems, voice mail, E-mail or other technical resources. For purposes of inspecting, investigating or searching employee's computerized files or transmissions, voice mail, or E-mail, the district may override any applicable passwords or codes in accordance with the best interests of the district, its employees, or its clients, customers or visitors. All bills and other documentation related to the use of district equipment or property are the property of the district and may be reviewed and used for purposes that the district considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, or other property of district, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination.

Revised ~~05/20/02~~ \_\_\_\_\_ (Previously BP3601)

## **BP 6507 Information Technology Services - Copyright of Software ~~—BP3600~~**

Unauthorized copying of software is illegal. Copyright law protects software authors and publishers, just as patent law protects inventors.

Unauthorized copying of software by individuals can harm the entire academic community. If unauthorized copying proliferates on a campus, the institution may incur legal liability.

Unauthorized copying of software is a violation of district policies.

Revised ~~05/20/02~~ \_\_\_\_\_ (Previously BP3600)

## **BP 6520 Security for District Property ~~—BP3510~~**

~~Legal~~ Reference: Education Code Section 81600 et seq.

The Chancellor shall establish procedures necessary to manage, control and protect the assets of the district including but not limited to ensuring sufficient security to protect property, equipment, and information from theft, loss, or significant damage.

Revised ~~05/20/02~~ \_\_\_\_\_ (Previously BP3510)

## **BP 6521 Disaster Recovery –~~BP3602~~**

A contingency plan to ensure that critical data and information technologies services can be sustained during the course of a disaster should be in place. The plan should be comprehensive and tested at least once a year.

Revised ~~05/20/02~~ \_\_\_\_\_ (Previously BP3602)

## **BP 6540 District Property & Liability Protection Insurance – ~~BP4603~~**

~~Legal Reference:~~ Education Code 70902; 75202; 72506 and 81601 et seq.

~~The Rancho Santiago Community College District Board of Trustees directs the Chancellor to develop and review procedures, every two years or more often if necessary, that insure the safety of students, employees, and the public while on or in district property.~~

~~The district shall provide for~~ Chancellor shall be responsible to secure insurance coverage for the District as required by law, which shall include but is not limited to the liabilities described in Education Code Section 72506 as follows: following perils,

- Liability insurance for damages for death, injury to persons, or damage or loss of property
- Liability insurance for the personal liability of the members of the Governing Board of Trustees and other officers and employees of the District for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the member, officer, or employee when acting within the scope of his or her employment
- Loss or damage to real property ~~including district vehicles~~
- Losses resulting from crime
- Workers compensation insurance
- Loss or damage from other perils

Coverage may be obtained either through the purchase of insurance, self-insurance, or participation in a joint powers authority pursuant to Education Code Section 81603. If the district elects to participate in a joint powers authority, the regulations required by that authority shall be followed.

Adopted 07/17/95; Revised ~~April 13, 2009~~ \_\_\_\_\_ (Previously BP4603)

## **Risk Management –~~BP4601~~**

~~Adopted 07/17/95~~

~~It shall be the policy of the Board of Trustees of the Rancho Santiago Community College District to maintain a Risk Management Program consistent with all legal requirements pertaining thereto and within the financial capability of the district, providing a program of protection and/or insurance against:~~

~~Loss, damage or disability as mandated by the Education, Government, Labor, Insurance, and other pertinent Codes of the State of California, to include, but not limited to loss or damage to the real and personal property of the district, liability of the district and/or the personal liability of members of the Board of Trustees and employees of the district for damages to persons or property, including injury or death, losses due to employee dishonesty, Workers' Compensation Employer's liability, and the provision of a program of health and welfare benefits for employees to the limits established by the Board of Trustees.~~

~~Legal Reference: California Education Code 72502. Claims against District's Applicability of Government Code 72506. Law Governing Procurement of Insurance, etc. 72508. Driver Training Civil Liability, Insurance~~

## ~~Bonding of Personnel - BP4604~~

~~Revised April 13, 2009~~

~~All district employees who handle funds shall be covered for \$500,000 under a blanket fidelity bond purchased by the Governing Board or in lieu of a bond, by insurance of no less than \$500,000 per occurrence.~~

~~Legal Reference: Education Code 72507 Insurance in lieu of indemnity bonds~~

## BP 6550 Disposal of Property -BP3405

~~Legal Reference: Education Code 60500, 60510, 60521, 70902 (b) (6), 81360 et seq. and 81450 et seq. 81450 - 81455~~

The Governing Board of Trustees authorizes the Vice Chancellor of Business and Fiscal Services or designee to sell, donate, or dispose of obsolete equipment and material in accordance with state laws. Any item valued under \$5,000, prior to it being declared surplus, will be offered first as a donation to public schools and qualified non-profit charitable organizations preferably located within the Rancho Santiago Community College District service area. All sales of surplus personal property shall be reported to the Board on a periodic basis. This policy shall not be construed as authorizing any representative of the District to dispose of surplus real property at any time.

~~Revised: December 5, 2011~~ \_\_\_\_\_ (Previously BP3405)

## BP 6600 Capital Construction -BP3504

~~Legal Reference: Education Code 81005, 81820; Title 5, Section 57150 et seq.~~

The Chancellor is responsible for planning and administrative management of the district's capital outlay and construction program.

District construction projects shall be supervised by the Chancellor. The District Vice Chancellor of Business Operations and Fiscal Services shall monitor the progress of all construction work including inspection of workmanship, completion of work to meet specifications, and the suitability of proposed changes to the scope and original design of the work. The Vice Chancellor of Business Operations and Fiscal Services shall assure compliance with laws related to use of state funds to acquire and convert existing buildings.

The Board shall approve and submit to the Board of Governors a five year capital construction plan as required by law. The Chancellor or designee shall annually update the plan and present it to the Governing Board of Trustees for approval. The plan shall address, but is not limited to, the criteria contained in law.

~~Revised 05/20/02~~ \_\_\_\_\_ (Previously BP3504 and BP3506)

## ~~Five Year Capital Construction Plan - BP3506~~

~~Adopted 01/17/95~~

The district shall prepare and submit to the Board of Governors of the California Community Colleges a plan that reflects capital construction for the five year period commencing with the next proposed year of funding. The Five Year Plan shall be subject to review through shared governance and approval of the Board of Trustees and shall be submitted annually at a regularly scheduled Board meeting in advance of the state-mandated due date.

~~Legal Reference:~~ Education Code 81820

## **BP 6601 Facility Modification and New Construction ~~BP3511~~**

**Reference:** Education Code 81130, 81132, 81133, 81142; California Code of Regulations - Title 24

Campus Services shall oversee, coordinate and approve all facility modifications and new construction to insure compliance with district standards, architectural specifications, and code compliance.

Efforts shall be made to schedule construction activities to minimize disruption of district service and classroom operations.

Facility modification is defined as any addition to, removal of, or alteration made to existing facilities. Maintenance funds are not intended for funding such projects. Separate procedures and funding shall be available for facility modifications and new construction.

The Governing Board of Trustees shall review and approve facility modification and construction projects included in the facility modification and capital outlay process.

Projects that are not included as part of the regular facility modification approval process shall be treated as exceptions and require approval of the College Coordinating Board and Chancellor.

**Revised: ~~December 5, 2011~~ \_\_\_\_\_ (Previously BP3511)**

## **BP 6602 Facility Construction Standards ~~BP3505~~**

**Reference:** Education Code 81130, 81132, 81133, 81142; California Code of Regulations – Title 24

All facilities constructed by the district shall comply with applicable Public Contract Codes, California Code of Regulations, and the Education Code.

**Revised: ~~December 5, 2011~~ \_\_\_\_\_ (Previously BP3505)**

## **BP 6603 Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act ~~BP3310~~**

**Reference:** Public Contract Code Section 22000, et seq

The Governing Board of Rancho Santiago Community College District elects to be subject to the uniform public construction cost accounting procedures set forth in Public Contract Code 22000 et seq.

The Board also adopts the alternative bidding and contracting procedures for Public Works projects as specified in Public Contract Code 22000 et seq.

**Revised: ~~December 5, 2011~~ \_\_\_\_\_ (Previously BP3310)**

## **BP 6604 Deferred Maintenance ~~–BP3512~~**

The district shall participate in state funding programs for the replacement of major building and utility components. Staff shall prepare for Chancellor review the required forms and/or a prioritized list of projects recommended for funding for the next fiscal year and for a five-year plan. The district's Deferred Maintenance Plan for which state funding is being requested shall be subject to review and approval of the Governing Board of Trustees.

Revised: ~~December 5, 2011~~ \_\_\_\_\_ (Previously BP3512)

## **BP 6605 Selection of Architects ~~–BP3503~~**

Architects shall be selected by the Governing Board of Trustees based upon the recommendations of the Chancellor employing the rating elements noted below or any other unranked elements deemed appropriate:

- Responsiveness to RFP - breadth and depth of response
- Professional reputation of firm · Community college/school district experience
- Experience with the Division of State Architecture · Satisfaction of prior/current clients
- Adequacy of firm's support staff and/or sub-contractors
- Experience in meeting schedules and deadlines
- Accuracy of firm's cost estimates
- Evidence of ability to prioritize project and begin the job in a timely fashion
- Proposed methodology to be utilized in design of project as it relates to involvement of faculty, staff, management, and other interested parties
- Aesthetics and functionality of projects
- Site evaluations of projects
- Proposed fees
- Firms located in the District or Orange County (for locally-funded projects)
- Veteran owned firms

Architects are hired on a project basis to perform all tasks from preliminary planning through completion of construction.

The Selection of Architects' Policy is intended for major capital outlay projects and may be waived for minor remodeling and construction projects with approval of the Chancellor.

Revised: ~~December 5, 2011~~ \_\_\_\_\_ (Previously BP3503)

## **BP 6620 Naming District Properties and Facilities ~~–BP9025~~**

The Governing Board of Trustees retains authority for naming college land reserves, roads, sites, colleges, campuses, athletic fields, buildings, major centers, and other highly visible properties or facilities. No commitment for naming shall be made prior to Board approval of the proposed name. Proposed names may be provided by the Chancellor, trustees, and any other source.

The Chancellor will establish and implement procedures that provide name proposals for the Governing Board's of Trustees consideration. For each naming proposal occasion, the Chancellor will be mindful of timelines that allow for appropriate consultation.

Naming of portions of buildings, small outdoor areas, and other minor properties or facilities may be approved by the Chancellor.

Adopted 11/15/93; Revised ~~08/30/04~~ \_\_\_\_\_ (Previously BP9025)

## **BP 6700 Civic Center and Other Use of District Facilities** **Use -BP1330**

**Reference:** Education Code Sections 82537 and 82542

~~The state law, Civic Center Act, permits the Governing Board of the district to grant the use of buildings or grounds for public, literary, scientific, recreational, or educational meetings, or for the discussion of matters of general or public interest.~~

~~The Governing Board may also establish such terms and conditions of usage as it deems proper, subject to limitations, requirements, and restrictions set forth in the Education Code of the State of California.~~

There is a Civic Center at each of the colleges and the District Office. The Civic Centers are the classrooms and public meeting areas at each location. Use of the Civic Center shall be granted as provided by law. The Chancellor shall establish procedures regarding the use of District property and facilities, including property designated by the District as a Civic Center, by community groups, outside contractors, and others.

The administrative procedure shall reflect the requirements of applicable law, including Education Code Section 82537, regarding Civic Centers. The procedures shall include reasonable rules regarding the time, place, and manner of use of District facilities. They shall assure that persons or organizations using District property are charged such fees as are authorized by law. Public use of District property shall not interfere with scheduled instructional programs or other activities of the District on behalf of students.

No group or organization may use District property to unlawfully discriminate on the basis of race, color, religion, ancestry, national origin, disability, sex (i.e., gender), gender identity, gender expression, or sexual orientation, or the perception that a person has one or more of the foregoing characteristics, or because a person associates with a person or group with one or more of these actual or perceived characteristics, or on any basis prohibited by law.

Use of the District's Civic Centers will be only for the purposes described by the California Legislature in Education Code Section 82537(a). These purposes include use by associations "formed for recreational, educational, political, economic, artistic, or moral activities of the public school districts" in order to "engage in supervised recreational activities" or "meet and discuss, from time to time, as they may desire, any subjects and questions which in their judgment appertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside" (Education Code Section 82537(a)). In granting permission to use the Civic Centers, the District will not discriminate on the basis of viewpoint with regard to organizations engaging in expressive activities on the topics and subject matters articulated above.

Revised ~~November 25, 1996~~ \_\_\_\_\_ (Previously BP1330)

## **BP 6740 Citizens Oversight Committee (new)**

Reference: Education Code Sections 15278, 15280, 15282; California Constitution Article XIII A Section 1(b), Article XVI Section 18 (b)

If a bond measure has been authorized pursuant to the conditions of Proposition 39 as defined in the California Constitution, the/CEO/ shall establish a Citizens Oversight Committee in accordance with the applicable law and necessary regulations.

**Adopted** \_\_\_\_\_

## **BP 6750 Vehicle Operation and Parking ~~—BP3501~~**

~~Legal~~ **Reference:** Education Code 76360; Vehicle Code Section 21113

This policy is intended to promote safe and orderly movement of traffic within district property and the safe and orderly parking of vehicles and bicycles.

The Chancellor shall establish such administrative procedures regarding vehicles and parking on campus as are necessary for the orderly operation of the instructional program. No person shall drive any vehicle or leave any vehicle unattended on the campus except in accordance with such procedures.

All applicable provisions of the California Vehicle Code are expressly applicable both on and off paved roadways.

Parking of motor vehicles and bicycles is limited to specifically designated areas. Vehicles or bicycles parked in violation of the provisions of this code are subject to fines, towing, or impoundment.

All persons who enter the colleges are charged with knowledge of the provisions of this procedure and are subject to the penalties for violations of such provisions.

~~A fee for parking motorized vehicles on district operated premises shall be charged to all students and employees at sites where such a fee is required. Revenue from this source shall be used per Education Code requirements.~~

In accordance with Section 21113a of the California Vehicle Code, it shall be a misdemeanor for any person to do any act forbidden or fail to perform any act required in these procedures.

Parking fees may be established in accordance with these board policies. (See BP 5030 titled Fees.)

Revised 05/20/02 \_\_\_\_\_ (Previously BP3501)

## **BP 6751 Transportation ~~—BP3516~~**

**Reference:** California Vehicle Code 2807

The district shall provide transportation for use by staff and students for official district and college business.

Vehicles shall be maintained in a clean and safe condition in accordance with applicable codes and regulations.

Revised 05/20/02 \_\_\_\_\_ (Previously BP3516)

## **BP 6752 Donation of Vehicles ~~—BP4608~~**

All district vehicles shall be legally registered with Rancho Santiago Community College listed as the legal owner. No employee shall accept possession of a vehicle on the district's behalf without documentation required to legally transfer ownership to the district.

Revised 05/20/02 (Previously BP4608)

## **BP 6800 Safety (new)**

**Reference:** 49 Code of Federal Regulations, Parts 40 and 655; Title 8 Section 3203; 29 Code of Federal Regulations 1910.101 et seq.; Health & Safety Code Section 104420

The Chancellor shall establish administrative procedures to ensure the safety of employees and students on District sites, including the following:

- Compliance with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991. Specifically, the District shall comply with the regulations of the Federal Highway Administration (FHWA) and, if applicable, the Federal Transit Administration (FTA). Compliance with these policies and procedures may be a condition of employment.
- Establishment of an Injury and Illness Prevention Program in compliance with applicable OSHA regulations and state law. These procedures shall promote an active and aggressive program to reduce and/or control safety and health risks.
- Establishment of a Hazardous Material Communications Program, which shall include review of all chemicals or materials received by the District for hazardous properties, instruction for employees and students on the safe handling of such materials, and proper disposal methods for hazardous materials.
- Prohibition of the use of tobacco in all public buildings.

**Adopted**

## **BP 6900 Auxiliary Services Bookstores —~~BP3226~~**

**Reference:** Education Code Section 81676; Civil Code Section 1798.90

The district shall operate a bookstore(s) for the benefit of students, faculty and staff, and establish a bookstore fund designated to receive the proceeds derived from the bookstore's operations. All necessary expenses including salaries, wages and cost of capital improvements for the bookstore may be paid from bookstore revenue. The district shall maintain a bank account for the bookstore(s) established in accordance with applicable laws and restrictions. The bookstore(s) shall be a part of the community college and shall support the district's mission.

Revised ~~11/14/94~~ (Previously BP3226)

## **BP 6901 Auxiliary Food Service Operation —~~BP3223~~**

**Reference:** Education Code 72676 Auxiliary Operations: Commercial Services 82360 "Cafeteria" Defined 82362 Persons Entitled to Purchase Food; Non-school Use of Cafeteria Facilities

The Governing Board has established a food service operation which is contracted out to a private vendor. The food service operation shall be for the general benefits of students, faculty and staff, shall be maintained in a professional manner, and shall comply with all applicable health and safety codes.

Any monies received from the contractor for the food service operation shall be deposited into the diversified fund of Auxiliary Services.

**Revised ~~11/14/94~~ \_\_\_\_\_ (Previously BP3223)**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES**

To: Board of Trustees	Date: August 19, 2012
Re: Adoption of Revised and Renumbered Board Policies	
Action: Request for Approval	

**BACKGROUND**

The Board Policy Committee met on July 1, 2013 and reviewed recommended revisions to four existing policies as well as the third section (3000) of the restructured Board Policies. These policies were presented to the Board for First Reading on July 22, 2013 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: August 19, 2013
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 2365 Recording

**References:** Education Code Section 72121(a); Government Code Sections 54953.5 and 54953.6

Any audio or video recording of an open and public Board meeting made by or at the direction of the Board, shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250 et seq. The Chancellor is directed to enact administrative procedures to ensure that any such recordings are maintained for at least thirty days following the taping or recording.

Persons attending an open and public meeting of the Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.

**Revised: August 19, 2013**

## BP 2410 Setting Policy

**Reference:** Education Code Section 70902; Accreditation Standard IV.B.1.b & e;

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to district activities. All district employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board may be adopted, revised, added to or amended at any regular board meeting by a majority vote. Any adoption and/or approval of new Board policies or changes to existing Board policies must take place as part of a two meeting approval process. The first meeting will be considered the "**FIRST READING, INFORMATION ONLY**" of the policy or change to existing policy for the purpose of review, questions and answers, and other considerations of the recommendation. At the second meeting, it will be considered the "**SECOND READING, ACTION ITEM**." The Board will consider the item for action, which may have been modified at either the first or second reading. If the modification at the second reading is major, as determined by the Board, such a reading will be termed a first reading and introduced at a subsequent Board meeting as a second reading.

The Chancellor is authorized to amend policies without Board approval for the following reasons:

- Correction of typographical errors,
- Revisions/additions to statutory and regulatory references.

The Chancellor shall notify the Board when these corrections or revisions are made.

The RSCCD Board of Trustees believes that a major trustee role is to set policy for the District. In setting policy, the Board wants to create and work within a participatory environment with respect for students and all employee groups. For developing policies regarding the academic and professional matters numbered 1, 2, 3, 5, and 8, the Board will consult collegially with the faculty by relying primarily on the advice and judgment of the Academic Senate (per previous agreement with the Senate).\*

For developing policy regarding the other five academic and professional matters, the Board will consult with the faculty through the mutual agreement process previously agreed upon. At RSCCD, the mutual agreement process is the use of the shared governance structure consisting of councils, committees, and the District Council. Further, representatives of staff and student groups are encouraged to work within the established processes to address the issues of the District.

The Board of Trustees values consensus building; however, it realizes its legal responsibility to make final decisions regarding policy.

\*For the following items the Board of Trustees will rely primarily upon the advice of the Academic Senate:

1) Curriculum, including establishing prerequisites and placing courses within disciplines; 2) Degree and certificate requirements; 3) Grading policies; 5) Standard or policies regarding student preparation and success; 8) Policies for faculty professional development activities;

For the following items, the Board of Trustees will come to mutual agreement with the Academic Senate:

4) Educational program development; 6) District and college governance structures, as related to faculty roles; 7) Faculty roles and involvement in accreditation processes, including self study and annual reports; 9) Processes for program review; 10) Processes for institutional planning and budget development.

Administrative regulations are to be issued by the Chancellor as statements of method to be used in implementing Board Policy. Such administrative regulations shall be consistent with the intent of Board Policy. Administrative regulations may be revised as deemed necessary by the Chancellor. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.

Copies of all policies and administrative procedures shall be readily available to District employees through the District website.

**Revised: August 19, 2013 (Previously BP9001 and BP9023)**

## **BP 2510 Participation in Local Decision Making**

**Reference:** Education Code Section 70902(b)(7); Title 5, Sections 53200 et seq., (Academic Senate), 51023.5 (staff), 51023.7 (students); Accreditation Standard IV.A

The Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for board action and administrative procedures for Chancellor action under which the District is governed and administered.

Each of the following shall participate as required by law in the decision-making processes of the district:

**Academic Senate(s)** (Title 5, Sections 53200-53206.)

The Board or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law and specified in Board Policy 2410.

**Staff** (Title 5, Section 51023.5.)

Staff shall be provided with opportunities to participate in the formulation and development of district policies and procedures that have a significant effect on staff. The opinions and recommendations of recognized classified and management organizations will be given every reasonable consideration.

**Students** (Title 5, Section 51023.7.)

The Associated Student Governments shall be given an opportunity to participate effectively in the formulation and development of district policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Student Governments will be given every reasonable consideration. The selection of student representatives to serve on district committees or task forces shall be made after consultation with the Associated Student Governments.

Except for unforeseeable emergency situations, the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, et seq.

**Revised: August 19, 2013 (Previously BP9033)**

## **BP 3100 Organizational Structure**

**Reference:** Education Code 72400

The Chancellor shall establish organizational charts that delineate the lines of responsibility and fix the general duties of employees within the District.

**Revised August 19, 2013 (Previously BP2114)**

## **BP 3200 Accreditation**

**Reference:** Accreditation Eligibility Requirement 21, Standard IV.B.1.i

The Chancellor shall ensure the District complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and of other District programs that seek special accreditation.

The Chancellor shall keep the Board informed of approved accrediting organizations and the status of accreditations.

The Chancellor shall ensure that the Board is involved in any accreditation process in which Board participation is required.

The Chancellor shall provide the Board with a summary of any accreditation report and any actions taken or to be taken in response to recommendations in an accreditation report.

**Revised August 19, 2013 (Previously BP7100)**

## **BP 3250 Institutional Planning**

**Reference:** Accreditation Standard I.B. Title 5, Sections 51008, 51010, 51027, 53003, 54220, 55080, 55190, 55250, 55510, 56270 et seq.

The Chancellor shall ensure that the District has and implements a broad-based comprehensive, systematic and integrated system of planning that involves appropriate segments of the college community and is supported by institutional effectiveness research.

The planning system shall include plans required by law, including, but not limited to:

- Long range educational or academic master plan, which shall be updated periodically as deemed necessary by the governing board
- Facilities plan
- Faculty and staff diversity plan
- Student equity plan
- Matriculation
- Transfer Center
- Cooperative Work Experience
- EOPS

The Chancellor shall submit those plans for which Board approval is required by Title 5 to the Board.

The Chancellor shall inform the Board about the status of planning and the various plans.

The Chancellor shall ensure the Board has an opportunity to assist in developing the general institutional mission and goals for the comprehensive plans.

**Revised August 19, 2013 (Previously BP7200)**

## **BP 3280 Grants**

**Reference:** Education Code 70902

The district may seek grants from various funding sources that directly support the mission of the district and its colleges.

The Board of Trustees will be informed about all grant applications made and grants received by the district.

The Chancellor shall establish procedures to assure timely application and processing of grant applications and funds and that the grants that are applied for directly support the purposes of the District.

**Revised August 19, 2013 (Previously BP3207)**

## **BP 3300 Public Records**

**Reference:** Government Code Sections 6250, et seq.

The Chancellor shall establish procedures for records management, including access by the public, that comply with the requirements of the California Public Records Act.

**Revised August 19, 2013 (Previously BP3106)**

## **BP 3310 Records Retention and Destruction**

**Reference:** Title 5, Sections 59020, et seq.; Federal Rules of Civil Procedure; Rules 16, 26, 33, 34, 37, 45

The Chancellor shall establish administrative procedures to assure the retention and destruction of all District records—including electronically stored information as defined by the Federal Rules of Civil Procedure—in compliance with Title 5. Such records shall include but not be limited to student records, employment records and financial records.

**Revised August 19, 2013 (Previously BP3105)**

## **BP3406 Sustainable Practices**

**Reference:** AB 939

The Rancho Santiago Community College District holds sustainability to be a foundational principle in its current and future development. As a responsible steward of natural resources and the environment, the District will endeavor to minimize its impact on the environment by implementing best practices for conserving resources, reducing waste, implementing energy reduction and alternative energy generation strategies, constructing efficient buildings, and by developing partnerships that will further these activities.

The Board of Trustees delegates authority to the Chancellor to establish administrative regulations for sustainable practices in the following areas: environmental education and training, energy, waste management and recycling, resource conservation, facilities, grounds and landscape management, hazardous materials, transportation and air quality, and purchasing practices.

See AR 3406

**Revised August 19, 2013**

## **BP 3420 Equal Employment Opportunity**

**References:** Title VII of the Civil Rights Act of 1964; Article 1, Section 31 of the California Constitution; Title 5 of the California Code of Regulations, Section 53000 et seq.; Education Code Section 87100

The Board supports efforts to ensure equal opportunity and sees the value of having a diverse work force. Diversity in the academic environment fosters cultural, social and civic awareness as well as mutual understanding and respect. The Board commits itself to the principle of equal employment through a continuing equal opportunity employment program.

The District prohibits discrimination and harassment based on ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, physical or mental disability, gender identity, medical condition (cancer-related or genetic characteristics), marital status, citizenship, or service in the uniformed services, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics. This Board policy applies to all employment practices, including recruitment, selection, promotion, transfer, salary, training and development, discipline and dismissal.

This Board policy prohibits retaliation against any employee or person seeking employment for bringing a complaint of discrimination or harassment pursuant to this policy. This Board policy also prohibits retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in an investigation or resolution of a complaint of discrimination or harassment.

The Chancellor shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with California law as from time to time modified or clarified by judicial interpretation.

Nothing in this Board policy shall authorize in any plan for equal employment opportunity the setting of numerical goals or quotas, or preferences, in conflict with state law.

**Revised August 19, 2013 (Previously BP4104)**

## **~~Americans With Disabilities Act - BP4121~~**

**~~Adopted 03/27/95~~**

~~It is the policy of the Rancho Santiago Community College District Board of Trustees to comply fully with the Americans with Disabilities Act. This policy ensures equal opportunity in employment for all qualified persons with disabilities.~~

~~**Legal Reference:** Public Law 100-336~~

## **BP 3430 Prohibition of Harassment**

**Reference:** Education Code Sections 212.5, 44100, 66252, and 66281.5; Government Code Section 12950.1; Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation including acts of sexual violence. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

expression, age, or sexual orientation of any person, or because he or she is perceived to have one or more of the foregoing characteristics.

The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

To this end the Chancellor shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

The Chancellor shall establish procedures that define harassment on campus. The Chancellor shall further establish procedures for employees, students, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination, and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.

This policy and related written procedures (including the procedure for making complaints) shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution. They shall be available for students and employees in all administrative offices.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion.

**Adopted: August 19, 2013**

## **BP 3440 Service Animals**

**Reference:** The Americans with Disabilities Act of 1990 -- 42 United States Code Sections 12101 et seq.; 28 Code of Federal Regulations Part 35; 28 Code of Federal Regulations Part 36; 34 Code of Federal Regulations Part 104.44(b)

In order to prevent discrimination on the basis of disability, the District will allow an individual with a disability to use a trained service dog or miniature horse in District facilities and on District campuses in compliance with state and federal law.

**Revised August 19, 2013 (Previously BP1370)**

## **BP 3500 District Safety**

**Reference:** Education Code 67380(a)(4)

The Board is committed to a safe and secure district work and learning environment. To that end, the Chancellor shall ensure that there are safety plans established and posted or otherwise made available at each site. The safety plans shall include availability and location of security personnel, methods for summoning assistance of security personnel, any special safeguards that have been established, any actions taken in the preceding 18 months to increase safety, and any changes in safety precautions to be made during the next 24 months.

**Revised August 19, 2013 (Previously BP3517)**

## **BP 3501 Campus Security and Access**

**Reference:** 34 Code of Federal Regulations Part 668.46(b)(3)

The Chancellor shall establish procedures for security and access to District facilities.

**Revised August 19, 2013 (Previously BP1340)**

## **BP 3505 Emergency Response Plan**

**Reference:** Education Code Sections 32280 et seq. and 71095; Government Code Sections 3100 and 8607(a);\_Homeland Security Act of 2002;\_National Fire Protection Association 1600; Homeland Security Presidential Directive-5; Executive Order S-2-05; 19California Code of Regulations Sections 2400-2450; 34 Code of Federal Regulations 668.46(g)

The District shall have emergency response and evacuation procedures for notifying the campus community in the event of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on the campus.

All employees of the district are responsible for the safety of students while on district property and at district functions during times of emergency.

The Chancellor shall establish procedures that ensure that the District implements a plan to be activated in the event of an emergency or the occurrence of a natural disaster or hazardous condition. This plan must comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS) and should incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs. The plan must incorporate NIMS and SEMS to facilitate the coordination between and among agencies in the event of an emergency or natural disaster.

Compliance with NIMS and SEMS mandates include but are not limited to:

- Establishing disaster preparedness procedures or a plan; and
- Completion of training sessions by college personnel in compliance with NIMS and SEMS guidelines
- Training requirements vary based on job titles or assigned roles within the emergency plan.

College personnel must be informed that as public employees, they are also disaster service workers during national, state, and local emergencies. The District must ensure that its employees are in compliance with the disaster service worker oath requirements.

The Chancellor should ensure that a team is created to carry out compliance with NIMS and SEMS mandates. The responses to emergencies or natural disasters are organized by SEMS into five categories: field response, local government, operational areas, regions, and state.

The plan should contain information regarding activation and chain of command responsibilities. Compliance with NIMS mandates requires planning and incorporation for all phases of emergency management including mitigation and prevention, preparedness, response and recovery. The District must ensure that its plan is updated regularly. Colleges must comply with NIMS and SEMS to receive federal or state funding.

**Revised August 19, 2013 (Previously BP6114 and BP7400)**

## **Emergencies – ~~BP6114~~**

~~Revised 03/11/96~~

~~All employees of the district are responsible at all times for the safety of students. Procedures and requirements shall be published in the District's Emergency Procedures manual, which is to be maintained by the District Safety Office.~~

~~**Legal Reference:** Education Code: 51202, Instruction in personal and public health and safety 32000-32004, Uniform Fire Signals~~

## **BP 3510 Workplace Violence Plan**

**Reference:** Cal/OSHA; Labor Code §§ 6300 et seq; 8 Cal. Code Regs. § 3203; "Workplace Violence Safety Act of 1994" (Code of Civil Procedure § 527.8 and Penal Code §§ 273.6 and 12021)

The Board is committed to providing a district work and learning environment that is free of violence and the threat of violence. The Board's priority is the effective handling of critical workplace violence incidents, including those dealing with actual or potential violence.

The Chancellor shall establish administrative procedures that assure that employees are informed regarding what actions will be considered violent acts, and requiring any employee who is the victim of any violent conduct in the workplace, or is a witness to violent conduct, to report the incident, and that employees are informed that there will be no retaliation for such reporting.

**Revised August 19, 2013\_(Previously BP4139 and BP3522)**

## **BP 3515 Reporting of Crimes**

**Reference:** Education Code Section 67380

The Chancellor shall assure that, as required by law, reports are prepared of all occurrences reported to district safety arrests for crimes committed on campus that involve violence, hate violence, theft or destruction of property, illegal drugs, or alcohol intoxication. The Chancellor shall further assure that

required reports of non-criminal acts of hate violence are prepared. Such reports shall be made available as required by law.

**Revised August 19, 2013(Previously BP4125 and BP3521)**

## **BP 3518 Child Abuse Reporting**

**Reference:** Penal Code Sections 261, 264.1, 273a, 273d, 285, 286, 288, 288a, 289, 647a, and 11164-11174.3; Welfare and Institutions Code Sections 300, 318, and 601; Family Code Sections 7802, 7807, 7808, 7820-7829, 7890, and 7892

The Chancellor shall establish procedures related to the responsibility of employees, within the scope of employment or in their professional capacity, to report suspected abuse and neglect of children.

**Adopted: August 19, 2013**

## **BP3520 Local Law Enforcement**

**Reference:** Education Code Section 67381; 34 Code of Federal Regulations Section 668.46(b)(4)

Rancho Santiago Community College District, on behalf of each campus or center, shall enter into a written agreement with local law enforcement agencies. The agreement shall clarify operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, occurring at each location.

The written agreement shall designate which law enforcement agency shall have operational responsibility for violent crimes and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

The written agreements required by this policy shall be public records and shall be made available for inspection by members of the public upon request.

The Rancho Santiago Community College District encourages accurate and prompt reporting of all crimes to the campus police and/or the appropriate police agencies. The Chancellor shall establish procedures that encourage pastoral counselors and professional counselors, if and when they deem it appropriate, to inform the persons they are counseling of any procedures to report crimes on a voluntary, confidential basis for inclusion in the annual disclosure of crime statistics.

See administrative regulation AR3520.

**Revised August 19, 2013**

## **BP 3530 Weapons on Campus**

**Reference:** California Penal Code Section 626.9 and 626.10

Firearms or other weapons, explosives or dangerous substances shall be prohibited on any college or District center or in any facility of the District except for activities conducted under the direction of District officials or as authorized by an official law enforcement agency.

**Revised August 19, 2013**

## **BP3540 Sexual and Other Assaults on Campus**

**Reference:** Education Code Section 67382 and 67385; 20 U.S. Code Section 1092(f); 34 C.F.R. § 668.46(b)(11)

Any sexual assault or physical abuse, including, but not limited to, rape, as defined by California law, whether committed by an employee, student, or member of the public, that occurs on district property, is a violation of district policies and procedures, and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. Students, faculty, and staff who may be victims of sexual and other assaults shall be treated with dignity and provided comprehensive assistance.

The Chancellor shall establish administrative procedures that ensure that students, faculty, and staff who are victims of sexual and other assaults receive appropriate information and treatment, and that educational information about preventing sexual violence is provided and publicized as required by law.

The procedures shall meet the criteria contained in EC 67385 and 67385.7 and 34 C.F.R. § 668.46.

See Administrative Regulation AR3540.

**Revised August 19, 2013**

## **BP 3550 Drug Free Environment and Drug Prevention Program**

**Reference:** Drug Free Schools and Communities Act, 20 U.S.C. Section 1145g; and 34 C.F.R. Section 86.1 et seq.; Drug Free Workplace Act of 1988, 41 U.S.C. Section 702

The District shall be free from all drugs and from the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action (consistent with local, state, or federal law), which may include referral to an appropriate rehabilitation program, suspension, demotion, expulsion or dismissal.

The Chancellor shall assure that the District distributes annually to each student the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.

Special Requirements for Employees Engaged on Federal Contracts and Grants:

The Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D) requires that district faculty and staff directly engaged in the performance of work on a Federal contract or grant shall abide by this policy as a condition of employment and shall notify the district within five days if they are convicted of any criminal drug statute violation occurring in the workplace or while on district business. The district is required to notify the Federal contracting or granting agency within ten days of receiving notice of such conviction, take appropriate corrective action, or require the faculty or staff member to participate satisfactorily in an approved drug-abuse assistance or rehabilitation program.

**Revised August 19, 2013 (Previously BP3523)**

## **BP 3560 Alcoholic Beverages**

**Reference:** Business and Professions Code Section 25608; 34 Code of Federal Regulations Part 668.46(b)

The Chancellor is authorized to enact procedures as appropriate and permitted by law regarding serving alcoholic beverages on campus or at fund-raising events held to benefit non-profit corporations. Alcoholic beverages shall not be served or consumed on campus except in accordance with these procedures.

The Chancellor and Vice Chancellor of Business Operations and Fiscal Services, are authorized to sign on behalf of the Rancho Santiago Community College District all reports, applications, and other papers in connection with the use of tax-free alcohol in the district. The Vice Chancellor's designee is authorized to sign withdrawal and inventory forms in relationship to the use of tax-free alcohol. The tax-free alcohol is strictly for instructional purposes and not for consumption.

**Revised August 19, 2013 (Previously BP3212)**

## **BP 3570 Smoking on Campus**

**Reference:** Government Code Section 7597.1

The intent of this policy is to promote a healthy environment for the students and staff of the Rancho Santiago Community College District. The Chancellor will ensure that procedures are in place to conform to all laws, codes, and regulations applicable to smoking.

**Revised August 19, 2013\_(previously BP7010)**

## **BP 3600 Auxiliary Organizations**

**Reference:** Education Code Sections 72670 et seq.; Title 5 Sections 59250 et seq.

The Board may recognize and approve auxiliary organizations established for the purpose of providing to the District any and all supportive services, specialized programs and functions identified in Title 5.

The Chancellor shall establish the administrative procedures necessary to fully comply with California law relating to auxiliary organizations, and to submit this policy and those procedures to the Chancellor for the California Community Colleges as required by law. At a minimum, the procedures shall address the subjects required by Title 5.

Recognition and establishment of auxiliary organizations shall include a public hearing on the recommendation to recognize or establish an auxiliary organization; Board approval of the auxiliary organization; and approval of a written agreement between the District and the auxiliary organization describing the services, programs or functions to be performed. All such written agreements shall comply fully with the requirements of Title 5 Section 59257(j).

Any auxiliary organization recognized by the Board shall conduct its business in accordance with the administrative procedures adopted by the Chancellor pursuant to this policy. Notwithstanding anything contained in the administrative procedures, any auxiliary organization recognized by the Board shall comply with Education Code provisions regarding:

- the composition of a board of directors and the way in which it conducts its meetings;
- conducting an annual audit;
- employing its work force;
- expending and appropriating its funds, and keeping its records.
- 

No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to any of its auxiliary organizations for the purpose of either avoiding laws or regulations that constrain community college districts or providing the District with an unfair advantage with respect to any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for disabled students.

**Revised August 19, 2013 (Previously BP3221, BP3222, and BP3227)**

## **~~Auxiliary Services Accounting Systems and Internal Control – BP3222~~**

**~~Adopted 11/14/94~~**

~~The district shall establish a budget in accordance with accepted accounting standards and practices for Auxiliary Services operations. Financial standards will be implemented which will provide for the fiscal viability of the auxiliary organizations. Procedures shall be instituted to assure that transactions of the auxiliary organizations are within the educational mission of the district.~~

~~**Legal Reference:** Education Code 72670 Definitions 72671 Joint Powers Agreement 72672 Purpose, Service and Operation 72673 Student Body Organizations 72674 Board of Directors 72675 Approval of Expenditures and Fund Appropriations California Community Colleges Budget and Accounting Manual~~

## ~~RSCCD Foundations – BP3227~~

~~Revised 5/11/98~~

~~The Governing Board of the district provides for the operation of the Rancho Santiago Community College District Foundations for the purposes defined in their charters.~~

~~The Board of Trustees hold direct responsibility for all financial activities of the district, including the Foundations, and shall direct the chancellor or designee to develop procedures to ensure the fiscal integrity of that operation.~~

## **BP 3710 Securing of Copyright**

**Reference:** Education Code Sections 72207 and 81459; 17 U.S. Code Section 201

The Chancellor is directed to develop appropriate administrative procedures to implement the provisions of the Education Code which authorize the securing of copyright protection for works, including but not limited to registering copyrights and policing infringements, on behalf of the District. The procedures developed by the Chancellor shall assure that the District may use, sell, give or exchange published materials and may license materials prepared by the District in connection with its curricular and special services.

In the development of these procedures, the Chancellor shall solicit the input of the proper representatives of the college community in accordance with the District's policies regarding shared local decision making.

**Adopted: August 19, 2013**

## **BP 3715 Intellectual Property**

**Reference:** 17 U.S. Code Sections 101 et seq.; 35 U.S. Code Sections 101 et seq.; 37 Code of Federal Regulations Sections 1.1 et seq.

RSCCD recognizes the need to maintain an Intellectual Property Rights policy which encourages faculty and staff to engage in the production and development of scholarly works, creative publications, technology-based materials, grant proposals, and programs and services that enhance the educational and economic well being of the community. This policy assumes that:

The rights of faculty, staff, and the District need to be fairly balanced through mutual agreement.

The District retains full rights to and ownership of any and all programs that are developed, implemented, and administered by individuals who are acting within the course and scope of their employment with the District. This includes programs and activities supported by the District General Fund as well as categorically funded programs.

The District is not interested in entering into agreements regarding intellectual property rights for the express purpose of achieving a financial gain. The District is interested in receiving fair compensation for use of public resources employed in the creation of such works.

The following guidelines regarding copyright, royalties, patents, and utilization of all materials will be consistent with the promotion of academic freedom and "fair use" principles.

Copyright Ownership, Royalties, and Distribution

1. A faculty or staff member may claim the right to patents or to copyright any material created outside of the faculty or staff member's employment with the District. If this creation involves the

use of district supplies or staff resources, the faculty and staff member shall retain the right to copyright the material, but shall reimburse the District for the cost of production. Faculty and staff members with full copyright or patents ownership retain full royalty distribution rights.

2. The District may claim the right to patents, to trademark names associated with programs and services, or to copyright material if the District specifically commissioned it, or the work is identified as an institutional effort. Otherwise, the right to patents and to copyright material will belong to the faculty or staff member responsible for its creation, according to the terms stated above. The District with full copyright or patent ownership retains full royalty distribution rights.
3. The District and the faculty or staff member may agree to share the rights to copyright materials, to trademarks, or patents if the work is created by the faculty or staff member, and the District contributes services, staff, or financial resources necessary for completion. This will be accomplished through a separate agreement created at the time the project is initiated. If the District and the faculty and staff member share copyright or patent ownership, royalty distribution rights will be distributed to reimburse the copyright or patent owners for documented expenses related to the creation and production of the materials. Any remaining royalties or profits will be distributed according to the terms of the separate agreement.

### **Copyright Registration**

Responsibility for the official registration of the copyright, trademark, or patent will lie with the owner of the copyright. In those cases where there is shared ownership, the District will be responsible for filing for both parties for registration of copyright, trademark, or patent.

**Revised August 19, 2013 (Previously BP7002)**

## **BP 3720 Computer and Network Use**

**Reference:** Education code Section 70902; 17 U.S.C. Section 101 et seq.; Penal Code Section 502; California Constitution Article 1, Section 1; Government Code Section 3543.1(b)

The Rancho Santiago Community College District owns and operates a variety of information resources, including hardware, software, and Internet access. These information resources are provided solely for the use of RSCCD students, faculty, and staff in support of the education, research, academic development, and public service programs of RSCCD.

RSCCD information resources provide access to information content, and communication worldwide. Access to, and use of, these information resources is a privilege, which is to be used responsibly. RSCCD information resources users must respect the rights of other users, respect the integrity of the information resources, and observe all relevant RSCCD Board Policies, Administrative Regulations, and federal, state, and local laws. All students, faculty, and staff are responsible for seeing that these RSCCD information resources are used in an appropriate, effective, efficient, ethical, and lawful manner, including but not limited to the illegal downloading and/or unauthorized distribution of copyrighted material, including peer-to-peer file sharing. Violations of Federal copyright laws may subject the violator to civil and criminal penalties as well as disciplinary action.

Administrative regulations establish rules and prohibitions that define acceptable use of RSCCD resources. Unacceptable use is prohibited, and is grounds for loss of use of information resources, as well as discipline or legal actions as provided for under RSCCD Board Policy and federal, state, and local laws.

**Revised August 19, 2013 (Previously BP7000)**

## **BP 3810 Claims Against the District**

**Reference:** Government Code Sections 900 et seq.; 910; Education Code 72505

Any and all claims for money or damages against the Rancho Santiago Community College District, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.

Claims must be presented according to this policy and related procedures as a prerequisite to filing suit against the District.

Claims that are subject to the requirements of this policy include, but are not limited to, the following:

- Claims by public entities: claims by the state or by a state department or agency or by another public entity.
- Claims for fees, wages and allowances: claims for fees, salaries or wages, mileage, or other expenses and allowances.

The designated place[s] for service of claims, lawsuits or other types of legal process upon the District is:

Rancho Santiago Community College District  
Risk Management Department  
2323 N. Broadway, Suite 225  
Santa Ana, CA 92706

**Revised August 19, 2013 (Previously BP4602)**

## **BP 3900 Speech: Time, Place, and Manner**

**Reference:** Education Code Sections 66301 and 76120

Students, employees, and members of the public shall be free to exercise their rights of free expression, subject to the requirements of this policy.

The colleges of the District are non-public forums, except for those areas that are designated public forums available for the exercise of expression ~~use~~ by students, employees and members of the public. The Chancellor shall enact such administrative regulations as are necessary to reasonably regulate the time, place and manner of the exercise of free expression in the designated public forums.

The administrative regulations promulgated by the Chancellor shall not prohibit the right of students to exercise free expression, including but not limited to the use of bulletin boards designated, the distribution of printed materials or petitions in those parts of the colleges designated as areas generally available to students and the community, and the wearing of buttons, badges, or other insignia.

Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on District property or the violation of District policies or procedures, or the substantial disruption of the orderly operation of the District.

Nothing in this policy shall prohibit the regulation of hate violence directed at students in a manner that denies their full participation in the educational process (Education Code Section 66301(e)), so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of

Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, or intimidation unless such speech is constitutionally protected.

Revised August 19, 2013 (Previously BP5420)

*The following current board policies are not addressed in the CCLC model documents and are recommended for elimination.*

## **~~Volunteers – BP1230~~**

~~Revised June 13, 1994~~

~~The chancellor is authorized to appoint citizens to serve as unsalaried volunteers. The chancellor, acting in this capacity, is doing so as a direct agent of the Board, and appointees shall be considered Board appointees.~~

## **~~Complaints by Citizens Against District Employees – BP1312~~**

~~Revised September 13, 1994~~

~~Revised March 28, 2011~~

~~If any person requests an opportunity to present complaints to the Board about a specific employee, such complaints shall first be presented to the Chancellor. Notice shall be given to the employee against whom the charges or complaints are directed. If the complaint is not resolved at the administrative level, the matter shall be scheduled for a closed session of the Board. The employee shall be given at least twenty-four (24) hours written notice of the closed session, and shall be given the opportunity to request that the complaints be heard in an open meeting of the Board.~~

~~Nothing in this policy shall be construed to limit the rights of citizens to address the Board pursuant to Board Policy 9014. In order for the Board to appropriately address matters involving District employees, complaints of this nature must be submitted to the Chancellor in writing.~~

## **~~Drives For Money, Food, or Clothing – BP1314~~**

~~Adopted July 11, 1977~~

~~Revised November 14, 2001~~

~~All drives for money, food, or clothing by groups or agencies not directly connected with the district are generally prohibited. The District may approve participation in the annual funding appeal for certain community-wide charities, which may also include an appeal for the district's foundations. Use of facilities by rental or under the Civic Center Act is excluded from application of this policy provided that employees or students are not solicited for contributions.~~

## **~~Public Statements – BP1360~~**

~~Adopted March 17, 1997~~

Public statements made by trustees and all employees are easily perceived by the public as statements reflecting the philosophy, values, and policy of the District. It is not in the best interest of this District to have statements of personal opinions mistaken for district position statements.

When trustees, faculty, and staff are speaking publicly or speaking to the media and are expressing personal opinions that are not related to the business of the District, they will clarify that they are not speaking officially on behalf of the District. The identification of oneself as a trustee or employee of the District in such cases must remain clearly separate from personal opinions expressed.

## **~~Children (Minors) on Campus - BP4134~~**

**~~Adopted 08/26/96~~**

~~Children (minors) are permitted on campus with a supervising adult under the conditions listed below.~~

- ~~1. Children (minors) are attending college classes or programs for which they are officially enrolled.~~
- ~~2. Children (minors) are participating in college approved events for which adult supervision is provided.~~
- ~~3. Children (minors) are accompanying adults for non-instructional/college business purposes (registration, fee payments, etc.)~~

~~Otherwise children (minors) on campus are here at the risk of the supervising adult who brings them. Adults are expected to maintain control of children (minors) at all times. This policy applies to all employees, visitors, and students of Rancho Santiago College.~~

~~**Legal Reference:** California Education Code 66300, Rules Governing Student Behavior California Penal Code 272, Contributing to Delinquency of Minor California Welfare and Institutions Code 300, Persons Subject to Jurisdiction of Juvenile Court~~

## **~~Personal Property - BP4605~~**

**~~Adopted 07/17/95~~**

~~The district shall not assume responsibility for loss or damage to personal property brought to the campus or workplace.~~

## **~~Use of District Equipment - BP4606~~**

**~~Adopted 07/17/95~~**

~~District employees are not allowed to borrow district equipment for personal purposes.~~

~~An authorized instructor may loan a student district equipment only when there is a district benefit involved. The immediate dean must approve the loan and return. A district approved form shall be used to authorize the loan.~~

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Appointments to the Measure Q Citizens' Bond Oversight Committee	
Action:	Request for Approval	

### **BACKGROUND**

Measure Q was approved by the electorate of the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District (RSCCD) on November 6, 2012. This measure authorizes RSCCD to issue up to \$198 million in general obligation bonds to finance renovation, repair and construction at Santa Ana College. Under the auspices of Proposition 39, the Board must appoint community members who satisfy various categories of membership to serve on the Citizens' Bond Oversight Committee.

### **ANALYSIS**

Information about the appointment process to the Measure Q Citizens' Bond Oversight Committee was posted to the RSCCD website and sent to endorsers of the ballot measure and appropriate community groups. Applications were accepted in the Chancellor's Office and reviewed by the Chancellor, Vice Chancellor and Santa Ana College President to assure adherence to qualification and representation. At the April 1, 2013 the Board made the following appointments:

<u>Name</u>	<u>Membership Category</u>
Eric Alderete	Community At-Large
Irma Avila Macias	Community At-Large
Nellie Caudillo Kaniski	Community At-Large
Max Madrid	Community At-Large
Kenneth Nguyen	Community At-Large

It is recommended that the committee make additional appointments outlined below:

<u>Name</u>	<u>Membership Category</u>
Eric Alderete	Support Organization for SAC rather than Community At-Large
Eddie Marquez	Business Organization
Jorge Rocha	Community At-Large
Vacant	Taxpayers Association
Vacant	Senior Citizens Organization
Vacant	SAC Student

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the appointments to the Measure Q Citizens' Bond Oversight Committee as presented.

Fiscal Impact:	None	Board Date:	August 19, 2013
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**

Office of the Chancellor

To: Board of Trustees	Date: August 19, 2013
Re: Appointment of RSCCD Community Representative (2013-2014) to Orange County Community Colleges Legislative Task Force (OCCCLTF)	
Action: Request for Action	

**BACKGROUND**

The Orange County Community Colleges Legislative Task Force consists of representatives from the four Orange County community college districts.

**ANALYSIS**

The Legislative Task Force will convene its 2013-2014 year with a September meeting at North Orange County Community College District.

**RECOMMENDATION**

It is recommended that the board select a community representative to serve on the 2013-2014 task force.

Fiscal Impact: None	Board Date: August 19, 2013
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

To: Board of Trustees	Date: August 19, 2013
Re: Approval of RSCCD 2013 – 2016 Strategic Plan	
Action: Request for Approval	

**BACKGROUND**

The District began a systematic review of its planning processes in the summer of 2012. On February 19, 2013 the Board approved a new Planning Design Manual for the District and on April 1, 2013, as part of the Comprehensive Master Plan, the Board adopted goals for the next ten years.

**ANALYSIS**

The Planning and Organizational Effectiveness Committee drafted a strategic plan for 2013-2016, based upon the five District-wide goals. The strategic plan identifies objectives for each of the five goals and the responsible individual or group for each objective. The District Council approved the strategic plan at its June 17, 2013 meeting and recommends its adoption.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt the Rancho Santiago Community College District 2013 – 2016 Strategic Plan.

Fiscal Impact: None	Board Date: August 19, 2013
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 Rodriguez, Ph.D., Chancellor	



## Rancho Santiago Community College District 2013-2016 Strategic Plan

Goals & Objectives	Responsible Individual(s)/Party
<p><b>RSCCD will assess the educational needs of the communities served by RSCCD and will adjust instructional programs, offerings, and support services and will allocate resources as needed to optimize the alignment of students' needs with services and fiscal resources.</b></p> <ul style="list-style-type: none"> <li>• Continue to determine the needs of the community</li> <li>• Develop sustainable, alternative revenue streams to student educational needs</li> <li>• Continue to monitor student educational preparation</li> </ul>	<p>Planning &amp; Organizational Effectiveness Committee</p> <p>Fiscal Resources Committee, Asst. VC, Educational Services, Foundation Directors</p> <p>Planning &amp; Organizational Effectiveness Committee, Director of Research</p>
<p><b>RSCCD will assess the educational needs of the communities served by RSCCD and then pursue partnerships with educational institutions, public agencies, non-profit organizations, and business/industry/labor to collaboratively meet those needs.</b></p> <ul style="list-style-type: none"> <li>• Strengthen outreach and recruitment; develop new and sustain current relationships with key partners and stakeholders</li> <li>• Support regional development by becoming the primary local source of skilled employees for high demand occupations</li> </ul>	<p>Chancellor, Presidents</p> <p>Chancellor, Presidents</p>
<p><b>RSCCD will annually improve the rates of course completion and completion of requirements for transfer, degrees, certificates, and diplomas.</b></p> <ul style="list-style-type: none"> <li>• Consistently and accurately measure educational goal completion for university transfer, degrees, certificates and diplomas</li> <li>• Support integrated approaches to student success and achievement</li> <li>• Identify economic barriers to student achievement</li> </ul>	<p>Vice Presidents of Academic Affairs, Director of Research</p> <p>Planning &amp; Organizational Effectiveness Committee</p> <p>Planning &amp; Organizational Effectiveness Committee, Director of Research</p>

Goals & Objectives	Responsible Individual(s)
<p><b>RSCCD will support innovations and initiatives that result in quantifiable improvement in student access, preparedness, and success.</b></p> <ul style="list-style-type: none"> <li>• Maintain and enhance the RSCCD’s technological infrastructure</li> <li>• Support faculty development in the areas of innovative pedagogies and curriculum design</li> <li>• Examine course success rates by population served and promote strategies that foster student equity.</li> </ul>	<p>Technology Advisory Group</p> <p>Chancellor, Presidents, Planning and Organizational Effectiveness Committee</p> <p>Vice Presidents of Academic Affairs, Director of Research</p>
<p><b>RSCCD will use a cycle of integrated planning that will demonstrate the effective use of resources.</b></p> <ul style="list-style-type: none"> <li>• Support and encourage focused green practices</li> <li>• Utilize current processes to inform program, facilities, human resource and technology allocation</li> <li>• Evaluate the cycle of integrated planning</li> </ul>	<p>Physical Resources Committee</p> <p>Vice Chancellors</p> <p>Planning &amp; Organizational Effectiveness Committee</p>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date: August 19, 2013
Re:	Approval of Extension of Consulting Services – Townsend Public Affairs, Inc.	
Action:	Request for Action	

**BACKGROUND**

On December 6, 2010 the Board of Trustees approved the contract to engage the consulting services of Townsend Public Affairs, Inc. to assist the district in the areas of government and community relations and various other projects as assigned by staff.

**ANALYSIS**

Townsend Public Affairs, Inc. has assisted the district with the arrangement of meetings with legislators, communication with both Federal and State legislators relating to RSCCD and its interests, and provided an ongoing update of legislation and legislative action. The original approved contract for consulting services expired and subsequent contract supplement have expired. In order to maintain the momentum on various projects, it is requested that the current contract for consulting services be extended from July 1, 2013 through June 30, 2014 as outlined in the attached Supplement to Contract for Consulting Services (#3). There are no changes to the current contract with the exception of the term.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Supplement to Contract for Consulting Services (#3) with Townsend Public Affairs, Inc. as presented.

Fiscal Impact:	\$6,000/mo plus reimbursable expenses	Board Date: August 19, 2013
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor	
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**SUPPLEMENT TO  
CONTRACT FOR CONSULTING SERVICES (#3)**

THIS SUPPLEMENT TO CONTRACT FOR CONSULTANT SERVICES ("Supplement") is made and entered into this \_\_\_\_ day of July, 2013 by and between Rancho Santiago Community College District, a non-profit corporation ("Client") and Townsend Public Affairs, Inc., a California corporation ("Consultant").

**RECITALS**

A. Client and Consultant have entered into that certain Contract for Consultant Services dated as of October 21, 2010 ("Contract"), July 26, 2011 ("Amendment #1") and July 26, 2012 ("Amendment #2").

B. The parties to this Supplement desire to change the term of the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

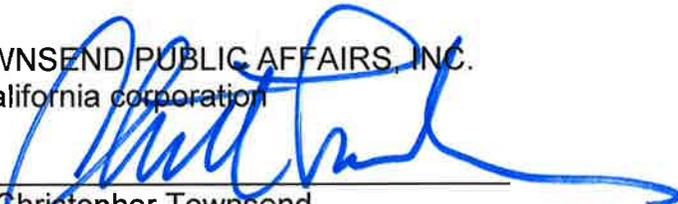
1. The term is extended from July 1, 2013 through June 30, 2014.
2. All other terms and conditions of the Contract, except as set forth herein, shall remain in full force and effect.

WHEREFORE, this Supplement is executed by the parties as of the date set forth above.

CLIENT: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a non-profit corporation

By: \_\_\_\_\_  
Raul Rodriguez, PhD  
Chancellor

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.  
a California corporation

By:   
Christopher Townsend  
President and Secretary