

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees (Regular meeting)**  
**Monday, September 22, 2014**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

**District Mission**

The mission of the Rancho Santiago Community College District is to provide quality educational programs and services that address the needs of our diverse students and communities.

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, and workforce development needs of our diverse community. Santa Ana College provides access and equity in a dynamic learning environment that prepares students for transfer, careers and lifelong intellectual pursuits in a global community.

Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing accessible, transferable, and engaging education to a diverse community.

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

**4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

**Action**

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of September 8, 2014

**Action**

1.6 Approval of Consent Calendar

**Action**

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

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

- 1.7 Presentation on Conflict of Interest – Form 700
- 1.8 Public Hearing - Adopt Certain Findings Prerequisite to Award of Energy Service Contract Under Government Code Sections 4217.10 – 4217.18 for Request for Proposal #1415-67 for LED Lighting Conversion Project at Santiago Canyon College and District Office Center

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

- 2.1 Report from the Chancellor
- Accreditation
- 2.2 Reports from College Presidents
- Accreditation
  - Enrollment
  - Facilities
  - College activities
  - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
- Student activities
- 2.5 Reports from Academic Senate Presidents
- Senate meetings

## **3.0 INSTRUCTION**

- \*3.1 Approval of Renewal for Nursing, Health Sciences, Occupational Therapy Speech Language Pathology, and Pharmacy Technician Programs Agreement - Western Medical Center Santa Ana Action  
The administration recommends approval of the clinical affiliation agreement with Western Medical Center Santa Ana located in Santa Ana, California.
- \*3.2 Approval of Amendment #2 to Criminal Justice Academy (CJA) Agreement - California Narcotic Canine Association Action  
The administration recommends approval of the amendment with the California Narcotic Canine Association in Salinas, California.
- \*3.3 Approval of Amendment #3 to CJA Agreement – Asian Gang Investigators Association of California Action  
The administration recommends approval of the amendment with the Asian Gang Investigators Association of California in West Covina, California.

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

- \*3.4 Approval of Career Technical Education (CTE) Employment Outcomes Survey Agreement with Sonoma County Junior College District Action  
The administration recommends approval of the agreement with Sonoma County Junior College District in Petaluma, California.

#### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*4.2 Approval of 2013-2014 CCFS-311 Annual Report, including Gann Appropriation Limit Action  
The administration recommends approval of the 2013-2014 CCFS-311 Annual Report as presented pending any audit adjustments and establish the district's 2014-2015 Gann Limit in the amount of \$233,297,998.
- 4.3 Adoption of Resolution No. 14-27 authorizing the Issuance and Sale of Santa Ana College SFID No. 1 Series A General Obligation Bonds in an Amount Not to Exceed \$71 Million Action  
The administration recommends adoption of Resolution No. 14-27 authorizing the issuance and sale of SAC SFID No. 1 Series A bonds in an amount not to exceed \$71 million and supporting documents as presented.
- \*4.4 Adoption of Resolution No. 14-28 to amend Measure E and Measure Q Citizens' Bond Oversight Committee Bylaws and Guidelines Action  
The administration recommends adoption of Resolution No. 14-28 to amend the bylaws and guidelines of the Measure E and Measure Q Citizens' Bond Oversight Committees as presented.
- \*4.5 Award of Bid #1241 for Public Sidewalk Improvement at 17<sup>th</sup> Street at Santa Ana College (SAC) Action  
The administration recommends approval of awarding Bid #1241 to El Camino Construction & Engineering as presented.
- \*4.6 Ratification of Award of Bid #1245 for Neally Library (L) Building Roof Repairs at Santa Ana College Action  
The administration recommends ratification of awarding Bid #1245 to Letner Roofing Company as presented.

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

- 4.7 Adoption of Resolution No. 14-26 – Agreement for Energy Conservation Services with Sun and Sun Industries, Inc. for LED Lighting Conversion at Santiago Canyon College (SCC) and District Operations Building Action  
The administration recommends adoption of Resolution No. 14-26 – Agreement for Energy Conservation Services with Sun and Sun Industries, Inc. for the LED conversion project at SCC and the District Operations Center.
- \*4.8 Approval of Change Order #2 for Request for Proposal (RFP) #1314-45 - Contract with Sun and Sun Industries, Inc. for LED Conversion Project at Santa Ana College Action  
The administration recommends approval of change order #2 for RFP #1314-45 for the contract with Sun and Sun Industries for the LED conversion project at SAC as presented.
- \*4.9 Approval of Change Order #1 for Bid #1228 for Repair of Emergency Generator for Building “D” at Santiago Canyon College Action  
The administration recommends approval of change order #1 for Bid #1228 for the repair of the emergency generator for Building “D” at SCC as presented.
- \*4.10 Approval of Notice of Completion for Bid #1228 for Repair of Emergency Generator for Building “D” at Santiago Canyon College Action  
The administration recommends approval of the Notice of Completion for Bid #1228 for repair of the emergency generator for Building “D” at SCC as presented.
- \*4.11 Approval of Change Order #1 for Bid #1229 for Building “D” Actuator Repairs at Santiago Canyon College Action  
The administration recommends approval of change order #1 for Bid #1229 for Building “D” actuator repairs at SCC as presented.
- \*4.12 Approval of Notice of Completion for Bid #1229 for Building “D” Actuator Repairs at Santiago Canyon College Action  
The administration recommends approval of the Notice of Completion for Bid #1229 with PMK Professional, Inc. for Building “D” actuator repairs at SCC as presented.
- \*4.13 Approval of Change Order #1 for Bid #1230 for Child Development Center (CDC) Re-roofing Project at Santiago Canyon College Action  
The administration recommends approval of change order #1 for Bid #1230 for the CDC re-roofing project at SCC as presented.



- \*4.14 Approval of Notice of Completion for Bid #1230 for Child Development Center Re-roofing Project at Santiago Canyon College Action  
The administration recommends approval of the Notice of Completion for Bid #1230 for Best Contracting Services for the CDC re-roofing project at SCC as presented.
- \*4.15 Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church Action  
The administration recommends approval of the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.
- \*4.16 Approval of Surplus Property Action  
The administration recommends the board declare the list of equipment as surplus property and utilization of The Liquidation Company to conduct an auction as presented.
- \*4.17 Approval of Donation of Surplus Items Action  
The administration recommends approval of the donations to Orange Unified School District as presented.
- \*4.18 Approval of Foundation for California Community College (FCCC) - Microsoft Campus Agreement & Academic Select/Participation Agreements Action  
The administration recommends approval of RSCCD's contract renewal under the Microsoft Campus Agreement with the FCCC and Academic Select/Participation Agreements as presented.
- \*4.19 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period July 27, 2014, through August 25, 2014.

## **5.0 GENERAL**

- \*5.1 Approval of Resource Development Items Action  
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- |  |             |
|--|-------------|
| - Child Care Access Means Parents in School (CCAMPIS)          | \$ 41,954   |
| - Title III – HSI-STEM – ENGAGE in STEM Project – Year 4 (SAC) | \$1,138,243 |
| - Title V – Developing HSI Program – Year 5 (SCC)              | \$ 650,000  |
| - Upward Bound Math and Science – Year 2 (SCC)                 | \$ 250,000  |
| - Veterans Upward Bound Program – Year 3 (SAC)                 | \$ 250,000  |

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

- \*5.2 Approval of First Amendment to Sub-Agreements between RSCCD and California State University, Fullerton (CSUF) Auxiliary Services Cooperation (DO-13-1667-01.01) and between RSCCD and North Orange County Community College District (NOCCCD) – Fullerton College (DO-13-1667-02.01) for ENGAGE to STEM Project – Year 3 Action  
The administration recommends approval of the amendments and authorization be given to the Vice Chancellor of Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- \*5.3 Approval of Sub-Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation and between RSCCD and NOCCCD – Fullerton College for ENGAGE to STEM Project – Year 4 Action  
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor of Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- \*5.4 Approval of Sub-Agreement between RSCCD and Coast Community College District/Coastline Community College Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor of Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.5 Approval of Agreement with rSmart to Develop a OneCampus Solution Action  
The administration recommends approval of the agreement with rSmart to develop a OneCampus solution as presented.
- 5.6 Adoption of Revised Board Policies Action  
It is recommended that the board adopt the revisions to the following policies:
  - ~~BP6333 District Standard for Hardware and Software~~
  - BP 6601 Facility Modification and New Construction
  - BP 6604 Scheduled Maintenance
  - BP 6901 Auxiliary Food Service Operation
- 5.7 Board Member Comments Information

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

**RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  
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  
 California School Employees Association, Chapter 579  
 California School Employees Association, Chapter 888  
 Continuing Education Faculty Association
  
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
  
4. Liability Claim (pursuant to Government Code Section 54956.95)  
 Rejection of Claim – File #14-17544 JT
  
5. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Chancellor

**RECONVENE****Issues discussed in Closed Session (Board Clerk)****Public Comment**

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

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

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

**6.0 HUMAN RESOURCES**

6.1 Management/Academic Personnel

Action

- Approval of Permission to Accept Outside Assignments
- Approval of Appointments
- Approval of Final Salary Placements
- Approval of Leaves of Absence
- Approval of Stipends
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-Paid Intern Services

6.2 Classified Personnel

Action

- Approval of Temporary to Contract Assignments
- Approval of Out of Class Assignments
- Approval of Changes in Salary Placements
- Approval of Professional Growth Increments
- Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Changes in Positions/Locations
- Approval of Temporary Assignments
- Approval of Changes in Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Rejection of Claim

Action

The district's claims administrator recommends the board authorize the chancellor or his designee to reject claim #14-17544 JT.

**7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held at Santa Ana College on October 13, 2014.

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

**Board of Trustees (Regular meeting)**

**Monday, September 8, 2014**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:36 p.m. by Mr. Jose Solorio. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Larry Labrado, Ms. Nelida Mendoza Yanez, Mr. Phillip Yarbrough, and Ms. Alana Vochting.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. John Hanna, Member, Rancho Santiago Community College District (RSCCD) Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

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

1.4 Public Comment

Ms. Erica Ward and Ms. Laurie LaBounty expressed appreciation for the professors at Santiago Canyon College (SCC).

Mr. Matthew Velasquez expressed appreciation for the professors at Santa Ana College (SAC) and Santiago Canyon College.

1.5 Approval of Minutes

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

## 1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Voechting’s advisory vote was aye.

### 3.1 Approval of OTA Agreement Renewal – White Memorial Medical Center

The board approved the agreement renewal with White Memorial Medical Center in Los Angeles, California.

### 3.2 Approval of Nursing Program Agreement, Addendum – University of California, Irvine (UCI), Irvine Medical Center

The board approved the clinical affiliation agreement with UCI, Irvine Medical Center located in Orange, California.

### 3.3 Approval and Certification of Santa Ana College (SAC) School of Continuing Education High School Diploma Program Graduate List 2013-2014

The board approved and certified the list of 2013-2014 high school program graduates for the SAC School of Continuing Education.

### 3.4 Approval and Certification of Santiago Canyon College Orange Education Center High School Diploma Program Graduate List 2013-2014

The board approved and certified the list of 2013-2014 high school program graduates for the SCC Orange Education Center.

### 3.5 Confirmation of Santa Ana College Associate Degrees and Certificates for Spring 2014 and Spring Intersession 2014

The board confirmed the list of recipients of SAC associate degrees and certificates for spring 2014 and spring intersession 2014 as presented.

### 3.6 Confirmation of Santiago Canyon College Associate Degrees and Certificates for Spring 2014 and Spring Intersession 2014

The board confirmed the list of recipients of SCC associate degrees and certificates for spring 2014 and spring intersession 2014 as presented.

### 4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

### 4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers during the month of June 2014.

1.6 Approval of Consent Calendar – (cont.)

4.6 Approval of Contract Renewal – Chancellor’s Office Tax Offset Program (COTOP)

The board approved the renewal of the COTOP contract with the Chancellor’s Office as presented.

4.7 Approval of Consulting Services Agreement with Dolinka Group - Financial Advisory Services for Measure Q Bonds

The board approved the agreement with the Dolinka Group to provide financial advisory services for Measure Q bonds as presented.

4.8 Approval of Agreement with HPI Architecture for Professional Design Services for New Johnson Student Center Project at Santa Ana College

The board approved the contract with HPI Architecture based in Newport Beach, California, for the new Johnson Student Center project at SAC as presented.

4.9 Approval of Agreement with The Solis Group for Labor Compliance and Community Student Workforce Project Agreement Coordinator Consulting Services for Various Projects at Santa Ana College

The board approved the agreement with The Solis Group for labor compliance and community student workforce project agreement coordinator consulting services for various projects at SAC as presented.

4.10 Award of Bid #1242 for Roof Repairs for Fine Arts/Art Gallery (C), Music (N), Phillips Hall Theatre (P), and Russell Hall (R) Buildings at Santa Ana College

The board awarded Bid #1242 to Letner Roofing Company as presented.

4.11 Approval of Change Order #1 for Amendment to Agreement with McCarthy Building Companies, Inc. for Tessman Planetarium Upgrade and Restroom Addition, Parking Lot #11 Expansion and Improvements, and Temporary Village at Santa Ana College

The board approved change order #1 for the amendment to agreement with McCarthy Building Companies, Inc. for the Tessman Planetarium upgrade and restroom addition, parking lot #11 expansion and improvements, and temporary village at SAC as presented.

4.12 Approval of Change Order #1 for Bid #1239 for Contract with C.I. Services, Inc. for Roofing Replacement Project at Hammond Hall at Santa Ana College

The board approved change order #1 for Bid #1239 for the contract with C.I. Services, Inc. for the roofing replacement project at Hammond Hall at SAC as presented.

4.13 Approval of Notice of Completion for Bid #1239 for Roofing Replacement Project at Hammond Hall at Santa Ana College

The board approved the Notice of Completion with C.I. Services, Inc. for the roofing replacement project at Hammond Hall at SAC as presented.

1.6 Approval of Consent Calendar – (cont.)

4.14 Approval of Settlement Agreement with South Coast Air Quality Management District (SCAQMD)

The board approved the settlement agreement with SCAQMD as presented.

4.15 Approval of Foundation for California Community Colleges Administrative Services Agreement #CB 13-012 related to Request for Proposal (RFP) #13-001

The board approved the use of the Foundation for California Community Colleges Administrative Services Agreement #CB 13-012 related to RFP #13-001 for Cost Per Copy Printing Services including equipment lease and purchase of multi-function devices (copiers) and production equipment and all future renewals offered by Xerox Corporation as the vendor as presented.

4.16 Acceptance and Award of RFP #1243 – Exclusive Beverage Pouring Rights

The board accepted the RFPs and awarded RFP #1243 to Pepsi Beverages Company a subsidiary of Bottling Group, LLC as presented.

5.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the Vice Chancellor of Business/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:

- California Career Pathways Trust – Orange County Pathways Partnership (CCPT-OCCPP) – (SCC) – Year 1	\$ 54,213
- Los Angeles/Orange County Regional Consortium (SCC) - <i>Augmentation</i>	\$ 50,000
- Santiago Canyon College – Developing Hispanic-Serving Institutions Program – Year 5 (SCC)	\$650,000
- Student Support Services – Year 4 (SAC)	\$292,340
- Talent Search IV – Year 2 (SAC)	\$320,832
- Upward Bound – Year 3 (SAC)	\$291,663

1.7 Recognition of Faculty Members by Board of Trustees

The board recognized Ms. Madeline Grant, Professor of Marketing and Business at Santa Ana College, and Mr. Craig Rutan, Professor of Astronomy/Physics, for their dedication to students and accomplishments in their fields.

1.8 Public Hearing – 2014-2015 Proposed Adopted Budget

There were no public comments.

1.9 Public Hearing – Child Development Centers – CSEA Chapter 888 Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.



1.10 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers – CSEA Chapter 888

There were no public comments.

1.11 Presentation on New Santiago Canyon College Art Gallery

Mr. Robert Miller, Assistant Professor of Art, Santiago Canyon College, gave a presentation on SCC's D-Building Art Gallery and Digital Media Lab. Board members received clarification on items related to the presentation.

1.12 Presentation on Measure Q Bond Issuance

Mr. Trennis Wright, Vice President, Piper Jaffray & Company, gave a presentation on the Measure Q Bond Issuance. Board members received clarification on items related to the presentation.

1.13 Presentation on 2014-2015 Adopted Budget

Mr. Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, and Mr. Adam O'Connor, Assistant Vice Chancellor of Fiscal Services, gave a presentation on the 2014-2015 Adopted Budget. Board members received clarification on items related to the presentation. Mr. Yarbrough gave a presentation on the 2014-2015 Adopted Budget and received clarification on items related to the presentation.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

Dr. Rodríguez provided a report to the board which included informing board members that college staff continues to prepare for accreditation team visits and providing an update on AB 1942 (act to amend Section 70901 of, and to add Section 72208 to, the Education Code, relating to community colleges).

2.2 Reports from College Presidents

The following college representatives provided reports to the board.

Dr. Erlinda Martinez, President, Santa Ana College  
Dr. John Weispfenning, President, Santiago Canyon College

Dr. Martinez and Dr. Weispfenning indicated staff plan to meet with the colleges' respective accreditation team chairpersons on September 11, 2014, to prepare for the team visits in October.

2.3 Report from Student Trustee

Ms. Alana Voechting, Student Trustee, provided a report to the board.

#### 2.4 Reports from Student Presidents

Since Mr. Hector Soberano, Student President, Santiago Canyon College, left the meeting to attend a class offered only on Monday evenings, Ms. Raquel Manriquez, Student President, Santa Ana College, provided a report to the board on behalf of SAC and SCC Associated Student Governments.

#### 2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

### 3.0 **INSTRUCTION**

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

### 4.0 **BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1, 4.2, and 4.6 through 4.16 were approved as part of Item 1.6 (Consent Calendar).

#### 4.3 Adoption of Resolution No. 14-25 – Authorizing Reimbursement of Qualified Project Expenditures in Contemplation of Future Tax-Exempt Financing

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to adopt Resolution No. 14-25 authorizing reimbursement of qualified project expenditures in contemplation of future tax-exempt financing as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Voechting's advisory vote was aye.

#### 4.4 Approval of 2014-2015 Adopted Budget

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the 2014-2015 Adopted Budget as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Voechting's advisory vote was aye.

4.5 This item was deleted.

### 5.0 **GENERAL**

Item 5.1 was approved as part of Item 1.6 (Consent Calendar).

## 5.2 First Reading of Revised Board Policies

The following policies were presented for a first reading as informational items.

- BP 4026 Baccalaureate Degree Programs
- ~~BP 6333 District Standard for Hardware and Software~~
- BP 6601 Facility Modification and New Construction
- BP 6604 ~~Deferred~~ Scheduled Maintenance
- BP 6901 Auxiliary Food Service Operation

Mr. Hanna provided a report on the August 28, 2014, Board Policy Committee meeting at this time. Discussion ensued regarding BP 4026. Mr. Solorio asked staff to summarize the effect SB 850 would have on the district if the governor signed the bill. Ms. Barrios asked that the latest update on SB 850 provided by Townsend Public Affairs be forwarded to board members.

## 5.3 Reports from Board Committees

Mr. Labrado provided a report on the September 4, 2014, Board Facilities Committee meeting.

Mr. Hanna provided a report on the August 28, 2014, Board Policy Committee meeting during Item 5.2 (First Reading of Revised Board Policies).

Ms. Barrios provided a report on the September 4, 2014, Orange County Community Colleges Legislative Task Force (OCCCLTF) meeting.

## 5.4 Board Member Comments

Ms. Alvarez congratulated Ms. Grant and Mr. Rutan on being recognized by the board for their outstanding service.

Ms. Alvarez asked that students be informed of the notice given by the city of Santa Ana regarding the area to be sprayed for the West Nile virus.

Mr. Hanna gave a report on the Mobility 21 transportation conference he recently attended in Anaheim. He plans to give information received at this conference to Mr. Hardash.

Mr. Hanna asked the board's assistant to distribute materials from the Governance Leadership Institute he attended which was hosted by the Association of Community College Trustees in Washington, D.C., on August 4-6, 2014.

Mr. Hanna and Ms. Barrios discussed topics that the OCCCLTF may want to consider at future meetings.

5.4 Board Member Comments – (cont.)

Mr. Labrado asked for a Full-Time Equivalent Student (FTES) report to be completed and provided to the board on a formal basis, a list of the FTES number of international and fire tech students, and for real growth figures for the transfer side compared to the others.

Mr. Solorio reported he attended the Sheriff's Basic Academy Graduation #211 on August 21. He indicated the sheriff and police staff are proud of their partnership with Santa Ana College.

Since Dr. Rodriguez failed to mention the following during Item 2.1 (his report), he reported the following will be discussed in closed session:

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

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

**RECESS TO CLOSED SESSION**

The board convened into closed session at 7:23 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
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  
California School Employees Association, Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
4. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

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

Ms. Voechting left the meeting at this time.

## **RECONVENE**

The board reconvened at 8:14 p.m.

### **Closed Session Report**

Ms. Alvarez reported the board discussed public employment, labor negotiations, real property negotiations, and took no reportable action during closed session.

### **Public Comment**

There were no public comments.

## **6.0 HUMAN RESOURCES**

### **6.1 Management/Academic Personnel**

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

- Approve Employment Agreements
- Approve Revised Job Descriptions & Titles & Grades
- Approve Leaves of Absence
- Approve CEFA Part-time/Hourly Step Increases Effective August 18, 2014
- Approve FARSCCD Beyond Contract/Overload Step Increases Effective August 18, 2014
- Approve FARSCCD Part-time/Hourly Step Increases Effective August 18, 2014
- Approve Appointments
- Approve Changes of Assignments
- Ratify Resignations/Retirements
- Approve Final Salary Placements
- Approve Adjusted 2014-2015 FARSCCD Contract Step Increases
- Approve Adjusted 2014-2015 FARSCCD Beyond Contract/Overload Step Increases
- Approve Stipends
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

## 6.2 Classified Personnel

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

- Approve Hourly On Going to Contract Assignments
- Approve Temporary to Contract Assignments
- Approve Professional Growth Increments
- Approve Longevity Increments
- Approve Voluntary Furloughs
- Ratify Resignations/Retirements
- Approve New Appointments
- Approve Out of Class Assignments
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

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

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the district's initial bargaining proposal to the Child Development Center Teachers, CSEA Chapter 888. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

## 6.4 Authorization for Board Travel/Conferences

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the submitted conference and travel by board members. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on September 22, 2014.

There being no further business, Mr. Solorio declared this meeting adjourned at 8:15 p.m.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

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

Minutes approved: September 22, 2014

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College - Science, Math, and Health Sciences Division**

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Renewal for Nursing, Health Sciences, Occupational Therapy, Speech Language Pathology, and Pharmacy Technician Programs Agreement – Western Medical Center Santa Ana	
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 addendum with Western Medical Center Santa Ana, located in Santa Ana, will yield appropriate clinical rotation activities for the programs.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement with Western Medical Center Santa Ana, located in Santa Ana, California.

Fiscal Impact:	None	Board Date: September 22, 2014
Prepared by:	Michael Collins, Ed.D., Vice President of Administrative Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



## AFFILIATION AGREEMENT

**THIS AFFILIATION AGREEMENT** (“Agreement”) is made and entered into as of October 1, 2014 (the “Effective Date”) between **Rancho Santiago Community College District, on behalf of Santa Ana College** (“District”), and **WMC-SA, Inc.**, a California corporation, doing business as Western Medical Center Santa Ana (“Hospital”).

### RECITALS:

A. District offers to enrolled students a degree program in the fields of Nursing, Health Sciences, Occupational Therapy, Speech Language Pathology, and Pharmacy Technicians.

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California (“State”).

C. District desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of District for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### 1. RESPONSIBILITIES OF DISTRICT.

a. **Clinical Program.** District shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

(1) orientation of students and faculty to the clinical experience at Hospital;

(2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

(3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

(4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

(5) supervision of students and their performance at Hospital, except for Occupational Therapy and Pharmacy Technicians students, who are supervised by Hospital Departmental personnel.

(6) participation, with the students, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between District and Hospital.

All students, faculty, employees, agents and representatives of District participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. District shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Health of Program Participants.** District shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. District and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

c. **Dress Code; Meals.** District shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by District. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

d. **Performance of Services.** All faculty provided by District shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. District shall have a specially designated staff for the performance of the services specified herein. District and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards

and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of District as may be in effect from time to time. Neither District nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

e. **OSHA Compliance.** District shall be responsible for compliance by Program Participants 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, and as may be amended or superseded from time to time (the “Regulations”), including, but not limited to accepting the same level of responsibility as “the employer” would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee 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.

f. **Training.** Prior to a student’s first assignment at Hospital, the assignment of a District employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, District shall require that the individual complete training regarding Hospital’s patient information privacy policies and practices provided by Hospital and achieve a passing score (as defined by Hospital from time to time) on the post test. District shall maintain training records for a minimum of six years, including, without limitation, the names of those students, District employees, agents, representatives and faculty members that completed the training with the applicable date (“Training Records”). Further, District shall make the Training Records available to Hospital promptly, and without charge, upon Hospital’s request.

g. **Certification.** Prior to a student’s first assignment at Hospital, School shall provide proof of current/valid CPR certification (“Certification”), Healthcare Provider Level, for all students in direct patient care positions, per Hospital guidelines. Such Certification shall be provided to Hospital upon renewal/update of Certification.

h. **Criminal Background Verification.** School acknowledges that each student shall be required to submit to a criminal background check as a condition of participation in the Program and shall assist Hospital as reasonably requested to assure the timely completion of this review. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable criminal history.

## 2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept the students and faculty assigned to the Program by District and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by District and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate District's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of District, Hospital shall assist District in the evaluation of each Program Participant's performance in the Program. However, District shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or District.

b. Any courtesy appointments to faculty or staff by either the District or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

## 4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request District to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only District can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the District nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. District shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social

security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program. The Rancho Santiago Community College District complies with all Federal and State rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to the District's Title IX Officer and/or Section 504/ADA Coordinator.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** District recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, District and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. District agrees that neither District nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of District's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to District's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither District nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to District.

c. **Patient Information.** Neither District nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information

regarding Hospital patients, and District and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. District acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, District and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** District acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to District or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and District that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to District or its faculty, employees, agents or representatives for District's use in evaluating the student.

District, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. District and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. District will promptly report to Hospital any uses or disclosures, of which District or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that District contracts with any agents or independent contractors to whom District provides Protected Health Information, District shall include provisions in such agreements pursuant to which District and such agents or independent contractors agree to the same restrictions and conditions that apply to District with respect to Protected Health



Information. District will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from District or a Program Participant, District or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from District or a Program Participant, then District shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, District or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in District's or Program Participant's possession.

If District or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then District or the Program Participant shall within five days forward the request to Hospital. District shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of District's disclosures. If Hospital determines that the request is a request for an accounting of District's disclosures and District is a Covered Entity (as defined in 45 C.F.R. § 160.103), then District shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then District and Program Participants shall within 10 days forward any information in District's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by District or Hospital by virtue of this Subsection.

e. **Audit.** District shall, within five business days of a written request from Hospital, make available during normal business hours at District or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine District's compliance with this Section 7. If Hospital discovers any violation of this Section 7, District shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**8. INSURANCE.**

a. District and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. District shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by District and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. District and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by District and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. District shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. District and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. District shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by District and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000



per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both District and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM; TERMINATION.**

a. **Term.** The initial term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, District shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by District or Program Participants on behalf of Hospital, and which District or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

d. **Termination During the First Twelve Months of the Initial Term.** In the event this Agreement is terminated during the first twelve (12) months of the Initial Term, the parties shall be prohibited from entering into the same arrangement with each other until after the expiration of the first twelve (12) months of the Initial Term. The provisions of this Subsection shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to

such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **MUTUAL INDEMNIFICATION.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability; sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Section 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.

13. **VENUE.** The parties agree that Orange County, California shall be the only proper venue for disputes related to this Agreement.

14. **ATTORNEYS' FEES.** If legal action, arbitration, or other proceeding is commenced by either party arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, in addition to any other relief granted.

15. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

16. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

17. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of California. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

18. **ASSIGNMENT; BINDING EFFECT.** District may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of District, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of District as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding

upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

19. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

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

If to Hospital:                    WMC-SA, Inc.  
d/b/a Western Medical Center Santa Ana  
1001 North Tustin Avenue  
Santa Ana, CA 92705  
Attn: Chief Executive Officer

with a copy to:                    Integrated Healthcare Holdings, Inc.  
1301 North Tustin Avenue  
Santa Ana, CA 92705  
Attn: General Counsel

or to such other persons or places as either party may from time to time designate by written notice to the other.

20. **STATEMENT OF RESPONSIBILITY.** For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Hospital, School, its successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the Student while participating in the Program operated by School at Hospital, unless such injury or loss arises solely of of Hospital's gross negligence or willful misconduct.

21. **CONFIDENTIALITY STATEMENT.** The School hereby acknowledges its responsibility under applicable federal law and the Agreement between School and Hospital, to ensure the student (1) keeps confidential any information regarding Hospital patients and proprietary information of Hospital; (2) agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital; and (3) agrees to comply with any patient information privacy policies and procedures of the School and Hospital.

22. **MASTER LIST OF CONTRACTS.** Hospital shall maintain a master list of contracts that is maintained and updated centrally and is available for review by the Secretary of the United States Department of Health and Human Services upon request.

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

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

**WMC-SA, INC.  
D/B/A WESTERN MEDICAL CENTER SANTA ANA**

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

# **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into and made a part of all agreements, existing now or in the future (collectively the "Agreement") by and between **WMC-SA, Inc.**, a California corporation, doing business as Western Medical Center Santa Ana, ("Covered Entity"), and **Rancho Santiago Community College District / on behalf of Santa Ana College** ("Business Associate") as of October 1, 2014 ("Effective Date").

## **RECITALS**

**A.** Covered Entity and Business Associate have entered into an agreement for Business Associate to provide a service to Covered Entity ("Service Agreement") whereby Protected Health Information may be created, received, maintained, or transmitted by Business Associate on Covered Entity's behalf. The parties desire to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), California Civil Code §1798.82 and other state and federal laws and regulations, as applicable, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 (together, the "HIPAA Rules").

**B.** The HIPAA Rules require a Covered Entity to enter into a Business Associate Agreement with a Business Associate prior to the Disclosure of Protected Health Information, as set forth in, but not limited to, 45 C.F.R. §§164.314(a), 164.502(e) and 164.504(e).

## **1. DEFINITIONS**

1.1 The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

2.1 Use and Disclosure. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

2.2 Safeguards. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement.

2.3 Reporting. Business Associate agrees to promptly report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. §164.410, and any Security Incident of which it becomes aware.

2.4 Agents and Subcontractors. In accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that

receives, creates, maintains, or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.5 Access by Individuals. Business Associate agrees to make available Protected Health Information in a Designated Record Set to the Covered Entity or, if so directed by the Covered Entity, to the Individual or Individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524.

2.6 Amendment. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526.

2.7 Accounting. Business Associate agrees to maintain and make available to the Covered Entity, or if so directed by the Covered Entity, to the Individual or the Individual's designee, the information necessary for Covered Entity to satisfy its obligations under 45 C.F.R. §164.528.

2.8 Delegated Duties. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.9 Governmental Access to Records. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.10 Mitigation. The Business Associate agrees to timely act to mitigate, to the extent practicable, any harmful effects that are known to Business Associate of a Use or Disclosure of Protected Health Information held by Business Associate in violation of the requirements of this Agreement.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

3.1 Except as otherwise limited by the terms of the Service Agreement or this Agreement, Business Associate may use or disclose Protected Health Information as necessary to perform the services set forth in the Service Agreement or as Required by Law.

3.2 Business Associate shall not use Protected Health Information to de-identify the information, except with the prior written authorization of the Covered Entity and consistent with the requirements of 45 C.F.R. §164.514.

3.3 Business Associate shall use only the Minimum Necessary amount of Protected Health Information to perform the specified functions, activities, or services set forth in the Service Agreement, consistent with Covered Entity's Minimum Necessary policies and procedures.

3.4 Business Associate shall not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below:

(a) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.5 Business Associate shall not use Protected Health Information to provide Data Aggregation services, except with the prior written authorization of the Covered Entity.

3.6 Business Associate shall not use or disclose Protected Health Information for fundraising or marketing purposes, except with the prior written authorization of the Covered Entity and consistent with the requirements of 45 C.F.R. §164.514(f) and §164.508(a)(3).

3.7 Business Associate shall not disclose Protected Health Information to a health plan for payment or Health Care Operations purposes if the Business Associate has received written notice from the Individual or the Covered Entity that the Individual has made this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates, as required by 45 C.F.R. §164.522.

3.8 Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written authorization of the Covered Entity.

#### **4. OBLIGATIONS OF COVERED ENTITY**

4.1 Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or Disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as permitted in paragraph 3.4.



## 5. TERM AND TERMINATION

5.1 Term. The Term of this Agreement shall be effective as of the Effective Date and shall terminate upon the termination of the Service Agreement or on the date Covered Entity terminates this Agreement for cause as authorized in paragraph 5.2, whichever is sooner.

5.2 Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

5.3 Breach Pattern or Practice by Agent or Subcontractor. If Business Associate knows of a pattern of activity or practice of its agent or Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under its contract or other arrangement with Business Associate, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible.

5.4 Breach Pattern or Practice by Covered Entity. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the HIPAA Rules within five (5) business days of discovery and shall meet with the Covered Entity to discuss and attempt to resolve the problem or end the violation.

5.5 Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information, including derivatives thereof, that the Business Associate or its agents or Subcontractors still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent use or Disclosure of the Protected Health Information, other than as provided for in this paragraph 5.5, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at paragraph 3.4 (a) and (b) which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.



## 6. INDEMNIFICATION AND INSURANCE

6.1 Indemnification. Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its affiliates, and their respective officers, directors, shareholders, employees and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and expenses associated therewith (including, without limitation, court costs and attorneys' fees) caused directly or indirectly by Business Associate's breach of its obligations under this Agreement. Covered Entity may enforce Business Associate's obligations hereunder by seeking equitable relief, without bond, which remedy shall be nonexclusive.

6.2 Insurance. Business Associate shall obtain insurance for itself and all its employees, agents, and Subcontractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate which shall cover, among other things, Breaches. Business Associate shall provide Covered Entity with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to the execution of the Agreement (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, Business Associate shall give written notice thereof to Covered Entity not more than ten (10) days following Business Associate's receipt of such notification. In the event Business Associate fails to procure, maintain or pay for the insurance required under this paragraph 6.2, Covered Entity shall have the right, but not the obligation, to obtain such insurance. In such event, Business Associate shall promptly reimburse Covered Entity for the cost thereof upon written request, and failure to repay the same upon demand by Covered Entity shall constitute a material breach of the Agreement.

## 7. MISCELLANEOUS

7.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

7.2 Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law, rules, or regulations that might modify the terms and conditions herein.

7.3 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. In the event any provision of this Agreement conflicts with the provisions of the Service Agreement, the provisions in this Agreement shall be deemed to control and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein to the extent necessary to reconcile the conflict.

7.4 Data Ownership. Business Associate acknowledges that it has no ownership rights with respect to the Protected Health Information.

7.5 Confidentiality. Business Associate shall cooperate with Covered Entity to preserve and protect the confidentiality of Protected Health Information accessed or used pursuant to the Agreement and shall not disclose or testify about such information during or after the termination of the Agreement except as Required By Law;

7.6 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to Covered Entity at no cost to provide testimony in any capacity in the event of litigation, administrative proceedings, or other legal action commenced or contemplated against Covered Entity, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other federal or state law relating to security and privacy, except where Business Associate or its Subcontractor, employee or agent is a named adverse party.

7.7 Audits; Inspection and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or Subcontractors shall permit Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Health Information pursuant to this Agreement for the purpose of determining whether Business Associate has complied with the terms and conditions contained herein. The fact that Covered Entity inspects, fails to inspect, or has the right to such inspection does not relieve Business Associate of its responsibility to comply with this Agreement, nor does it constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Business Associate shall notify Covered Entity in writing within ten (10) days of receipt of notice that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

7.8 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Arrangement, the HIPAA Rules, or any other state or federal security or privacy law will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of Protected Health Information.

7.9 No Waiver. Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either party except by a writing signed by both parties.

7.10 Notices. All notices required or permitted under this Business Associate Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party. All such notices shall be deemed validly given upon receipt of such notice by certified mail, return receipt requested or personal or courier delivery and sent to the following address:

If to Business Associate:

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

If to Covered Entity:

Western Medical Center Santa Ana  
1001 North Tustin Avenue  
Santa Ana, CA 92705  
Attn: Chief Executive Officer

With a copy to:

Integrated Healthcare Holdings, Inc.  
1301 North Tustin Avenue  
Santa Ana, CA 92705  
Attn: Chief Compliance Officer

7.11 Survival. The obligations of Business Associate under paragraphs 5.5 (Obligations of Business Associate upon Termination), 7.5(Confidentiality), 7.6 (Assistance in Litigation or Administrative Proceedings), and 7.7 (Audits; Inspection and Enforcement) shall survive the termination of this Agreement.

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

**COVERED ENTITY:**  
**WMC-SA, INC., D/B/A**  
**WESTERN MEDICAL CENTER SANTA ANA**

**BUSINESS ASSOCIATE:**  
**RANCHO SANTIAGE COMMUNITY**  
**COLLEGE DISTRICT, ON BEHALF OF**  
**SANTA ANA COLLEGE**

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

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

Name: Suzanne Richards

Name: Peter J. Hardash

Title: Chief Executive Officer

Title: Vice Chancellor, Business Operations/  
Fiscal Services

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

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

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Amendment #2 to CJA Agreement – California Narcotic Canine Association	
Action:	Request for Approval	

**BACKGROUND**

Over the past seven (7) plus years, Santa Ana College and the California Narcotic Canine Association have shared in a partnership that provides quality and professional law enforcement training for their agency. The attached amendment deals with a one-time increase in the Agency Fee and Expenses to assist with the college's efforts to meet growth targets during the 2014/2015 fiscal year.

**ANALYSIS**

This amendment addresses the increase of approximately \$10,000 for student contact hours for the 2014/2015 fiscal year. This amendment has been reviewed by Dean Simon B. Hoffman and college staff. The 2014/2015 annual cost for this agreement is not to exceed \$27,000.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this amendment with the California Narcotic Canine Association in Salinas, California.

Fiscal Impact:	\$27,000/ 2014-2015 fiscal year	Board Date: September 22, 2014
Prepared by:	Michael T. Collins, Ed.D., Vice President of Administrative Services Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

**AMENDMENT NUMBER 2 TO  
STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-12-031  
BETWEEN  
CALIFORNIA NARCOTIC CANINE ASSOCIATION  
AND  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**THIS AMENDMENT NUMBER 2** is made and entered into this 23rd day of September, 2014 by and between the California Narcotic Canine Association ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

**WITNESSETH:**

**WHEREAS**, by Agreement No. SAC-12-031 dated May 22, 2012, AGENCY and DISTRICT entered into a contract for the provision of educational programs and services for participants in facilities which it operates; and

**WHEREAS**, AGENCY wishes, and DISTRICT has agreed, to continue the term of the Agreement through June 30, 2017;

**NOW, THEREFORE**, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-12-031 is hereby amended in the following particulars only:

Amend Article C, FEES, page 4 of 9, to read as follows:

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is:

Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 10,000 student contact hours or \$27,000 in the 2014/2015 fiscal year.

The balance of said Agreement remains unchanged.

This Amendment No. 2 shall be made effective upon execution by both parties.

**AMENDMENT NO. 2 TO  
AGREEMENT NO. SAC-12-031**

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment Number 2 to Agreement No. SAC-12-031 to be executed on the date first above written.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

**CALIFORNIA NARCOTIC CANINE ASSOCIATION**

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

By \_\_\_\_\_  
Dale Hoagland

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

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

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Amendment #3 to CJA Agreement – Asian Gang Investigators Association of California	
Action:	Request for Approval	

**BACKGROUND**

Over the past ten (10) plus years, Santa Ana College and the Asian Gang Investigators Association of California have shared in a partnership that provides quality and professional law enforcement training for any law enforcement agency in the county/state that wishes to participate. The attached amendment deals with a one-time increase in the Agency Fee and Expenses to assist with the college's efforts to meet growth targets during the 2014/2015 fiscal year.

**ANALYSIS**

The amendment addresses the increase of approximately \$25,000 for the student contact hours for the 2014/2015 fiscal year. This amendment has been reviewed by Dean Bart Hoffman and college staff. The 2014/2015 annual cost for this agreement is not to exceed \$85,000.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the amendment as submitted with the Asian Gang Investigators Association of California in West Covina, California.

Fiscal Impact:	\$85,000/2014-2015 fiscal year	Board Date: September 22, 2014
Prepared by:	Michael T. Collins, Ed.D., Vice President of Administrative Services 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 NO. 3 TO  
STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-10-024  
BETWEEN  
ASIAN GANG INVESTIGATORS ASSOCIATION OF CALIFORNIA  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**THIS AMENDMENT NO. 3** is made and entered into this 23<sup>rd</sup> day of September 2014, by and between the Asian Gang Investigator's Association of California ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

**WITNESSETH:**

**WHEREAS**, by Agreement No. SAC-10-024 dated July 26, 2010, AGENCY and DISTRICT entered into a contract for the provision of educational programs and services for participants in facilities which it operates; and

**WHEREAS**, AGENCY wishes, and DISTRICT has agreed, to continue the term of the Agreement through July 25, 2015;

**NOW, THEREFORE**, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-10-024 is hereby amended in the following particulars only:

Amend Article C, FEES, page 4 of 9, to read as follows:

1. Agency Fee and Expenses. The fee to be paid by District, in the 2014/2015 fiscal year, for the services and materials to be supplied hereunder is:

Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 31,482.48 student contact hours or \$85,000 per fiscal year.

The balance of said Agreement remains unchanged.

This Amendment No. 3 shall be made effective upon execution by both parties.



**AMENDMENT NO. 3 TO  
AGREEMENT NO. SAC-10-024**

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 3 to Agreement No. SAC-10-024 to be executed on the date first above written.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

**ASIAN GANG INVESTIGATORS OF CALIFORNIA**

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

By \_\_\_\_\_  
Ed Yee  
President

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Career Education and Workforce Development Division**

To: Board of Trustees	Date: September 22, 2014
Re: Approval of CTE Employment Outcomes Survey Agreement with Sonoma County Junior College District	
Action: Request for Approval	

**BACKGROUND**

Santa Ana College is participating in the Orange County SB1070 grant led by Coast Community College District. As the fiscal agent, Coast Community College District will provide funding and payment for Santa Ana College to participate in the Career Technical Education (CTE) Employment Outcomes Survey which will be conducted by email, US mail, and phone. For the 2014-15 survey, the cohort of students will include those who in the 2012-2013 academic year:

1. **Completers:** Have received a vocational/CTE award that is Chancellor's Office approved and enroll in 0-5 units each semester the next year.
2. **Terminal Certificates:** Received a vocational/CTE award of at least 6 units that is not Chancellor's Office approved (such as certificates with less than 12 units) and are not enrolled the following year.
3. **Skills Builders:** Have completed 9 units that are SAM coded A-D, with at least one course SAM coded A-C (within the prior 3 years), have not received a vocational/CTE award of 6 or more units, and are not enrolled the following year.

**ANALYSIS**

The agreement will have no fiscal impact and will provide information on employment outcomes for students who have participated in CTE programs at Santa Ana College. This agreement has been reviewed by Dean Bart Hoffman and college staff.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement as submitted with the Sonoma County Junior College District in Petaluma, California.

Fiscal Impact:	N/A	Board Date: September 22, 2014
Prepared by:	Michael T. Collins, Ed.D., Vice President of Administrative Services Bart Hoffman, Dean of Career Education & Workforce Development	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**AGREEMENT**  
**CTE Employment Outcomes Survey**  
**The Sonoma County Junior College District**  
**And Santa Ana College**

This Agreement, herein referred to as "Agreement," is entered into by Santa Ana College (herein "the Institution") and the Sonoma County Junior College District (herein "the SCJCD"), doing business as "Santa Rosa Junior College".

The CTE Employment Outcomes Survey will gather information on employment outcomes for students participating in CTE programs at California community colleges, including whether students became employed within their field of study, if their community college coursework positively affected their earning potential and how CTE programs can be improved.

Participating institutions will provide the SCJCD with student contact information that will be used to request their participation in an email, US mail and/or telephone survey, based on a list of student identification numbers provided by the California Community College Chancellor's Office. The SCJCD will provide institutions that participate in this survey with a summary report of its results, its data set and a report on aggregated results for all participating institutions.

THEREFORE, the Institution agrees to the following terms of this Agreement:

**1. Data Sharing**

The Institution gives the SCJCD permission to access student data reflective of the study cohort from the California Community College Chancellor's Office management information system (COMIS) to include unique student identifiers listed in COMIS data element SB00 (college ID's and/or SSNs).

**2. Designated Contact Person**

Please provide information on the Institution's designated primary project contact person for survey implementation:

Name:	<u>Kimberly Mathews</u>
Job Title:	<u>Director, Special Programs/CTE</u>
Institution:	<u>Santa Ana College</u>
Phone:	<u>714-564-6224</u>
Email:	<u>mathews_kimberly@sac.edu</u>

The SCJCD's designated contact person for implementation questions about the survey is:  
KC Greaney, Ph.D.

Director of Institutional Research  
SCJCD – Petaluma Campus  
680 Sonoma Mountain Parkway  
Petaluma, CA 94952  
[kgreaney@santarosa.edu](mailto:kgreaney@santarosa.edu)

AGREEMENT | CTE Employment Outcomes Survey | The SCJCD and Santa Ana College

### **3. Responsibilities**

#### **The Institution's Responsibilities**

- a. The Institution will designate a specific local contact person for the project entered on page 1 of the Agreement. Official correspondence (including the secure transmission of data) from the SCJCD will be directed to the designated primary local project contact, who can then forward as appropriate.
- b. The Institution will determine which tools should be used to conduct the survey, specifically whether US mail, telephone or both will augment an email survey, marked on page 4 of the Agreement (see Appendix A for information on number of students to be surveyed, likely response rates and costs).
- c. The Institution will indicate its wishes to have its data uploaded to CalPASS+ into the CTE Launchboard and into a password-protected on-line tool which will allow the Institution to access and drill down into its own data.
- d. The Institution will indicate its willingness to allow its data to be shared for statewide and/or regional research purposes in a manner that does not identify the Institution.
- e. The Institution will provide the SCJCD with student contact information, to the extent available to Institution, to be used by SCJCD to request their participation in an email, US mail and/or telephone survey, including:
  - full first name
  - full last name
  - address
  - city
  - state
  - ZIP
  - e-mail 1
  - e-mail 2
  - phone 1
  - phone 2
- f. If US mail surveys are selected, the Institution will provide a high resolution electronic copy of its logo to be printed onto envelopes. If the logo is not provided by January 15, 2015, envelopes will be printed with the Institution's name and address only.

#### **SCJCD Responsibilities**

- a. The SCJCD will provide the Institution with a list of unique student identification numbers (COMIS data element SB00) reflective of the study cohort (see Appendix B), which Institution will use to provide the contact information specified in Institution's Responsibilities, paragraph c, above.
- b. The SCJCD will contract with a mailing center and a call center to administer the US mail and telephone surveys.
- c. The SCJCD will provide the Institution with an individualized report regarding student responses.
- d. The SCJCD will provide the Institution with the data set for its students' responses.
- e. The SCJCD will provide the Institution with a summary report that analyzes aggregated data from all of the institutions participating in the survey.

- f. The SCJCD will provide CalPASS+ with survey data sets provided the Institution indicates it wishes this to happen.

#### **4. Confidentiality**

To ensure confidentiality, all information identifiable to an individual student will only be used for this study and will not be associated with individual responses in reports. The statewide aggregate report will not specify individual college or district results. All information identifiable to individual students will be transferred using secure methods and will be destroyed once the reports are complete.

If the Institution agrees to allow their data set to be included in statewide and/or regionally aggregated data, for statewide and/or regional research purposes, no student or college/district identifying data will be included.

#### **5. Timeline**

This study will span the 2014-2015 academic year and will conclude by September 1, 2015.

- By September 1 2014: The Institution will receive an Agreement from the SCJCD
- By October 15 2014: The Institution will submit a signed Agreement to the SCJCD
- By December 15 2014: The SCJCD will send the unique student identifiers (COMIS data element SB00) for the survey cohort.
- By January 10 2015: The Institution will provide student contact information and, if selecting US mail surveys, a high resolution electronic copy of its logo
- By end of February 2015: Survey will be administered electronically
- By middle of April 2015: Survey will be administered by US mail
- By end of May 2015: Survey will be administered via telephone
- By middle of June 2015: The SCJCD will provide an individualized report and a data set of student responses to the Institution
- By end of July 2015: The SCJCD will provide statewide summary report to all participating institutions

#### **6. Options**

Does the Institution agree to allow the SCJCD to forward its survey data set to Cal-PASS+ so that limited data outcomes can be included in the CTE Launchboard, and so that the entire data set can be made available (password protected) to the Institution in a web-based tool, allowing the Institution to drill down into their own data?

Yes

No

Does the Institution agree to allow its de-identified data set to be included in statewide and/or regional research, in a manner that does not identify the Institution?

Yes

No

## 7. Fees

The cohort size for Santa Ana College is estimated to be 2501-3000. In exchange for services provided under this Agreement, the Coast Community College District (on behalf of the Institution) shall pay the SCJCD (please select the appropriate option):

- Option 1: email and US mail survey, \$6950
- Option 2: email and telephone, \$12500
- Option 3: email, US mail and telephone survey, \$19544

## 8. Payments

The SCJCD shall submit invoices to the Coast Community College District with an itemized statement that details the nature of the work performed as follows (please select the appropriate option):

Option 1:

The SCJCD will invoice the Coast Community College District for the corresponding amount:

- i. Beginning of term of Agreement—50% of total fee
- ii. May 1<sup>st</sup> 2015 —50% of total fee

Option 2:

The SCJCD will invoice the Coast Community College District the entire fee on the following date: **January 1, 2015.**

For both payment options:

- a. The Coast Community College District shall make payment within forty-five days of the date of the invoice.
- b. The SCJCD reserves the right to cease all work under this Agreement when a delinquent payment status exists. Delinquent status is defined as any account that is more than sixty days past due.
- c. For billing or payment questions, please contact Debbie Weatherly at (707)527-4505 or [dweatherly@santarosa.edu](mailto:dweatherly@santarosa.edu)

## 9. Term of This Agreement

This Agreement shall be in effect for districts in the academic year 2014-2015 and ending September 1, 2015. Any participant(s) listed as a party to this Agreement may terminate its participation by delivering written notice of its intent to terminate said participation to Doug Roberts, the SCJCD Vice President, Business Services. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

## 10. Indemnification

The Institution shall indemnify, defend and hold harmless SCJCD, its Board of Trustees, officers, agents, and employees from and against any claim, liability, loss, injury, damages and expenses including, without limitation, attorneys' fees and costs, arising out of or related to SCJCD's performance of this Agreement, except for liability resulting from the

negligent or willful or misconduct of SCJCD, its Board of Trustees, officers, agents, or employees. The Institution shall obtain SCJCD's prior approval of any settlement.

SCJCD shall indemnify, defend and hold harmless Institution, its Board of Trustees, officers, agents, and employees from and against any claim, liability, loss, injury, damages and expenses including, without limitation, attorneys' fees and costs, arising out of or related to the Institution's performance of this Agreement, except for liability resulting from the negligent or willful or misconduct of Institution, its Board of Trustees, officers, agents, or employees. SCJCD shall obtain Institution's prior approval of any settlement.

### **11. Delivery of Notices**

All notices or communications permitted or required under this Agreement shall be given to the respective parties through the designated representatives set forth below:

**SCJCD:**

Doug Roberts

Vice President, Business Services  
Sonoma County Junior College District

Santa Rosa Campus  
1501 Mendocino Avenue  
Santa Rosa, CA 95401

707- 527-4421

[droberts@santarosa.edu](mailto:droberts@santarosa.edu)

**The Institution:**

Peter J. Hardash

Vice Chancellor of Business Operations and  
Fiscal Services

Rancho Santiago Community College District  
2323 North Broadway, 4<sup>th</sup> Floor  
Santa Ana, CA 92706

714-480-7340

[hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

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

SCJCD

The Institution:

Rancho Santiago Community College District  
on behalf of Santa Ana College

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

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

Print Name: Doug Roberts

Print Name: Peter J. Hardash

Title: Vice President, Business Services

Title: Vice Chancellor of Business Operations  
and Fiscal Services

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

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

Institution: Santa Ana College



## APPENDIX A: SURVEY OPTIONS

### 2014/15 California Community College CTE Employment Outcomes Survey Costs

	Approx. Response Rate	Cohort Size (to include CTE Completers and Skills Builders (9+ CTE units) who stopped enrolling)										
		Up to 250	251-500	501-750	751-1000	1001-1500	1501-2000	2001-2500	2501-3000	3001-3500	3501-4000	4001 +
E + US Mail only	10-15%	\$1,038	\$1,575	\$2,113	\$2,650	\$3,725	\$4,800	\$5,875	\$6,950	\$8,025	\$9,100	\$10,175
E + Phone only	15-25%	\$1,500	\$2,500	\$3,500	\$4,500	\$6,500	\$8,500	\$10,500	\$12,500	\$14,500	\$16,500	\$18,500
E + US Mail + Phone	20-35%	\$2,142	\$3,724	\$5,306	\$6,888	\$10,052	\$13,216	\$16,380	\$19,544	\$22,708	\$25,872	\$29,036

**Cost Assumptions:**

\$500 per college base cost for survey administration

\$0.50 per e-mail survey

\$1.65 per US mail survey

\$3.50 per phone survey

12% overhead

3.4 (8)

## APPENDIX B: COHORT DEFINITIONS

For the 2014-15 survey, the cohort of students will include those who in the 2012-2013 academic year:

1. **Completers:** Have received a vocational/CTE award that is Chancellor's Office approved and enroll in 0-5 units each semester the next year (not enrolled or only minimally enrolled).
2. **Terminal Certificates:** Received a vocational/CTE award of at least 6 units that is not Chancellor's Office approved (such as certificates with less than 12 units) and are not enrolled the following year.
3. **Skills Builders:** Have completed 9 units that are SAM coded A-D, with at least one course SAM coded A-C (within the prior 3 years), have not received a vocational/CTE award of 6 or more units, and are not enrolled the following year.

Rancho Santiago Comm Coll District

Board Meeting of 09/22/14

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 08/27/14 Thru 09/09/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60290	General Fund Unrestricted	5,330.00	0.00	5,330.00	92*0398311	92*0398324
60292	General Fund Unrestricted	19,834.54	0.00	19,834.54	92*0398335	92*0398335
60293	General Fund Unrestricted	4,976.87	0.00	4,976.87	92*0398338	92*0398346
60295	General Fund Unrestricted	717.34	0.00	717.34	92*0398352	92*0398355
60296	General Fund Unrestricted	1,034.02	0.00	1,034.02	92*0398359	92*0398359
60303	General Fund Unrestricted	1,773,219.94	0.00	1,773,219.94	92*0398373	92*0398375
60304	General Fund Unrestricted	2,606.68	0.00	2,606.68	92*0398376	92*0398387
60305	General Fund Unrestricted	119,685.84	0.00	119,685.84	92*0398388	92*0398391
60307	General Fund Unrestricted	8,336.26	0.00	8,336.26	92*0398403	92*0398407
60310	General Fund Unrestricted	10,926.00	0.00	10,926.00	92*0398425	92*0398425
60311	General Fund Unrestricted	11,200.00	0.00	11,200.00	92*0398427	92*0398427
60312	General Fund Unrestricted	841.53	0.00	841.53	92*0398428	92*0398434
60314	General Fund Unrestricted	19,137.27	0.00	19,137.27	92*0398441	92*0398446
60315	General Fund Unrestricted	5,133.49	0.00	5,133.49	92*0398447	92*0398454
60317	General Fund Unrestricted	1,006.00	0.00	1,006.00	92*0398462	92*0398463
60318	General Fund Unrestricted	1,798.50	0.00	1,798.50	92*0398464	92*0398473
60319	General Fund Unrestricted	2,204.40	0.00	2,204.40	92*0398474	92*0398483
60320	General Fund Unrestricted	2,357.00	0.00	2,357.00	92*0398484	92*0398493
60321	General Fund Unrestricted	2,621.80	0.00	2,621.80	92*0398494	92*0398503
60322	General Fund Unrestricted	2,767.50	0.00	2,767.50	92*0398504	92*0398513
60323	General Fund Unrestricted	2,476.50	0.00	2,476.50	92*0398514	92*0398529
60324	General Fund Unrestricted	8,358.78	0.00	8,358.78	92*0398530	92*0398535
60327	General Fund Unrestricted	6,978.61	0.00	6,978.61	92*0398557	92*0398559
60331	General Fund Unrestricted	3,819.59	0.00	3,819.59	92*0398565	92*0398571
60332	General Fund Unrestricted	229.68	0.00	229.68	92*0398572	92*0398575
60333	General Fund Unrestricted	118,726.22	0.00	118,726.22	92*0398578	92*0398585
60334	General Fund Unrestricted	4,833.94	0.00	4,833.94	92*0398587	92*0398590
60335	General Fund Unrestricted	1,580.92	0.00	1,580.92	92*0398593	92*0398598
60336	General Fund Unrestricted	14,593.39	0.00	14,593.39	92*0398600	92*0398606
60343	General Fund Unrestricted	104,397.01	0.00	104,397.01	92*0398623	92*0398626
60344	General Fund Unrestricted	8,325.12	0.00	8,325.12	92*0398627	92*0398634
60345	General Fund Unrestricted	2,017.75	0.00	2,017.75	92*0398635	92*0398640
60346	General Fund Unrestricted	3,053.93	0.00	3,053.93	92*0398641	92*0398648
60347	General Fund Unrestricted	29,943.20	0.00	29,943.20	92*0398649	92*0398656
60353	General Fund Unrestricted	4,980.50	0.00	4,980.50	92*0398707	92*0398716
60354	General Fund Unrestricted	2,567.50	0.00	2,567.50	92*0398717	92*0398726
60355	General Fund Unrestricted	2,816.50	0.00	2,816.50	92*0398727	92*0398738
60394	General Fund Unrestricted	8,313.03	0.00	8,313.03	92*0401795	92*0401796
60395	General Fund Unrestricted	564.70	0.00	564.70	92*0401797	92*0401797
60396	General Fund Unrestricted	1,350.14	0.00	1,350.14	92*0401804	92*0401808
60397	General Fund Unrestricted	14,158.12	0.00	14,158.12	92*0401809	92*0401809

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60398	General Fund Unrestricted	11,179.80	0.00	11,179.80	92*0401811	92*0401815
60399	General Fund Unrestricted	2,277.14	0.00	2,277.14	92*0401818	92*0401823
60400	General Fund Unrestricted	3,454.84	0.00	3,454.84	92*0401827	92*0401828
60401	General Fund Unrestricted	675.53	0.00	675.53	92*0401829	92*0401835
60402	General Fund Unrestricted	162,264.51	0.00	162,264.51	92*0401836	92*0401839
60403	General Fund Unrestricted	14,133.62	0.00	14,133.62	92*0401840	92*0401853
60404	General Fund Unrestricted	10,620.98	0.00	10,620.98	92*0401854	92*0401856
60405	General Fund Unrestricted	9,877.72	0.00	9,877.72	92*0401862	92*0401867
60406	General Fund Unrestricted	82,419.50	0.00	82,419.50	92*0401868	92*0401869
60408	General Fund Unrestricted	113.87	0.00	113.87	92*0401884	92*0401885
60409	General Fund Unrestricted	2,163.25	0.00	2,163.25	92*0401886	92*0401892
60410	General Fund Unrestricted	1,935.26	0.00	1,935.26	92*0401893	92*0401898
60411	General Fund Unrestricted	5,258.25	0.00	5,258.25	92*0401902	92*0401905
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u>\$2,646,194.38</u></b>	<b><u>\$0.00</u></b>	<b><u>\$2,646,194.38</u></b>		

Checks Written for Period 08/27/14 Thru 09/09/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60291	General Fund Restricted	2,008.86	0.00	2,008.86	92*0398325	92*0398334
60292	General Fund Restricted	512.74	0.00	512.74	92*0398336	92*0398337
60294	General Fund Restricted	3,451.08	0.00	3,451.08	92*0398347	92*0398351
60295	General Fund Restricted	1,962.80	0.00	1,962.80	92*0398354	92*0398358
60306	General Fund Restricted	432.47	0.00	432.47	92*0398392	92*0398402
60308	General Fund Restricted	27,075.31	0.00	27,075.31	92*0398408	92*0398416
60309	General Fund Restricted	15,125.77	0.00	15,125.77	92*0398417	92*0398424
60311	General Fund Restricted	9,995.00	0.00	9,995.00	92*0398426	92*0398426
60312	General Fund Restricted	129.65	0.00	129.65	92*0398429	92*0398432
60313	General Fund Restricted	4,589.62	0.00	4,589.62	92*0398436	92*0398439
60325	General Fund Restricted	5,746.97	0.00	5,746.97	92*0398536	92*0398548
60326	General Fund Restricted	644.45	0.00	644.45	92*0398549	92*0398556
60332	General Fund Restricted	367.00	0.00	367.00	92*0398576	92*0398577
60334	General Fund Restricted	3,430.73	0.00	3,430.73	92*0398586	92*0398589
60335	General Fund Restricted	1,155.52	0.00	1,155.52	92*0398591	92*0398599
60336	General Fund Restricted	17,279.51	0.00	17,279.51	92*0398601	92*0398605
60337	General Fund Restricted	50,000.00	0.00	50,000.00	92*0398607	92*0398607
60344	General Fund Restricted	5,800.00	0.00	5,800.00	92*0398632	92*0398633
60345	General Fund Restricted	51.95	0.00	51.95	92*0398639	92*0398639
60346	General Fund Restricted	113.40	0.00	113.40	92*0398642	92*0398642
60347	General Fund Restricted	8,500.00	0.00	8,500.00	92*0398650	92*0398652
60348	General Fund Restricted	815.00	0.00	815.00	92*0398657	92*0398666
60349	General Fund Restricted	1,360.00	0.00	1,360.00	92*0398667	92*0398676
60350	General Fund Restricted	935.00	0.00	935.00	92*0398677	92*0398686
60351	General Fund Restricted	1,245.00	0.00	1,245.00	92*0398687	92*0398700
60352	General Fund Restricted	3,231.80	0.00	3,231.80	92*0398701	92*0398706
60395	General Fund Restricted	982.22	0.00	982.22	92*0401798	92*0401803
60396	General Fund Restricted	185.00	0.00	185.00	92*0401805	92*0401806
60397	General Fund Restricted	7,500.00	0.00	7,500.00	92*0401810	92*0401810
60398	General Fund Restricted	3,132.65	0.00	3,132.65	92*0401812	92*0401813
60399	General Fund Restricted	358.74	0.00	358.74	92*0401816	92*0401817
60400	General Fund Restricted	4,410.39	0.00	4,410.39	92*0401824	92*0401826
60401	General Fund Restricted	401.70	0.00	401.70	92*0401831	92*0401833
60404	General Fund Restricted	19,050.67	0.00	19,050.67	92*0401857	92*0401861
60405	General Fund Restricted	1,586.52	0.00	1,586.52	92*0401866	92*0401866
60407	General Fund Restricted	4,056.81	0.00	4,056.81	92*0401870	92*0401878
60408	General Fund Restricted	2,126.64	0.00	2,126.64	92*0401879	92*0401883
60410	General Fund Restricted	1,861.57	0.00	1,861.57	92*0401894	92*0401901
<b>Total Fund 12 General Fund Restricted</b>		<b><u>\$211,612.54</u></b>	<b><u>\$0.00</u></b>	<b><u>\$211,612.54</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60312	GF Unrestricted One-Time Func	10,526.87	0.00	10,526.87	92*0398435	92*0398435
60313	GF Unrestricted One-Time Func	629.80	0.00	629.80	92*0398440	92*0398440
60347	GF Unrestricted One-Time Func	7,925.15	0.00	7,925.15	92*0398655	92*0398655
60393	GF Unrestricted One-Time Func	13,758.80	0.00	13,758.80	92*0401794	92*0401794
60407	GF Unrestricted One-Time Func	15.10	0.00	15.10	92*0401873	92*0401873
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b><u>\$32,855.72</u></b>	<b><u>\$0.00</u></b>	<b><u>\$32,855.72</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60297	Child Development Fund	11,897.55	0.00	11,897.55	92*0398360	92*0398362
60298	Child Development Fund	2,435.07	0.00	2,435.07	92*0398363	92*0398366
60316	Child Development Fund	1,211.54	0.00	1,211.54	92*0398455	92*0398461
60338	Child Development Fund	1,494.06	0.00	1,494.06	92*0398608	92*0398611
60356	Child Development Fund	2,591.18	0.00	2,591.18	92*0398739	92*0398741
60412	Child Development Fund	5,844.76	0.00	5,844.76	92*0401906	92*0401912
<b>Total Fund 33 Child Development Fund</b>		<b><u>\$25,474.16</u></b>	<b><u>\$0.00</u></b>	<b><u>\$25,474.16</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60300	Capital Outlay Projects Fund	117,103.95	0.00	117,103.95	92*0398368	92*0398370
60341	Capital Outlay Projects Fund	1,057.01	0.00	1,057.01	92*0398617	92*0398618
60342	Capital Outlay Projects Fund	193,540.12	0.00	193,540.12	92*0398619	92*0398622
60360	Capital Outlay Projects Fund	6,020.54	0.00	6,020.54	92*0398756	92*0398757
60415	Capital Outlay Projects Fund	85,492.50	0.00	85,492.50	92*0401923	92*0401924
<b>Total Fund 41 Capital Outlay Projects Fu</b>		<u><u>\$403,214.12</u></u>	<u><u>\$0.00</u></u>	<u><u>\$403,214.12</u></u>		



Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60299	Bond Fund, Measure E	6,279.60	0.00	6,279.60	92*0398367	92*0398367
60330	Bond Fund, Measure E	102,250.00	0.00	102,250.00	92*0398564	92*0398564
60339	Bond Fund, Measure E	6,666.07	0.00	6,666.07	92*0398612	92*0398614
60340	Bond Fund, Measure E	53,774.82	0.00	53,774.82	92*0398615	92*0398616
60357	Bond Fund, Measure E	3,579.91	0.00	3,579.91	92*0398742	92*0398746
60358	Bond Fund, Measure E	23,757.75	0.00	23,757.75	92*0398747	92*0398751
60359	Bond Fund, Measure E	89,078.00	0.00	89,078.00	92*0398752	92*0398755
60413	Bond Fund, Measure E	10,150.00	0.00	10,150.00	92*0401913	92*0401914
60414	Bond Fund, Measure E	56,300.02	0.00	56,300.02	92*0401915	92*0401922
<b>Total Fund 42 Bond Fund, Measure E</b>		<b><u>\$351,836.17</u></b>	<b><u>\$0.00</u></b>	<b><u>\$351,836.17</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60301	Property and Liability Fund	10,272.16	0.00	10,272.16	92*0398371	92*0398371
60328	Property and Liability Fund	37,500.00	0.00	37,500.00	92*0398560	92*0398561
60361	Property and Liability Fund	345.00	0.00	345.00	92*0398758	92*0398758
60416	Property and Liability Fund	18,430.50	0.00	18,430.50	92*0401925	92*0401926
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>\$66,547.66</u></b>	<b><u>\$0.00</u></b>	<b><u>\$66,547.66</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60302	Student Financial Aid Fund	7,000.00	0.00	7,000.00	92*0398372	92*0398372
60329	Student Financial Aid Fund	3,170.02	0.00	3,170.02	92*0398562	92*0398563
<b>Total Fund 74 Student Financial Aid Fund</b>		<u><u>\$10,170.02</u></u>	<u><u>\$0.00</u></u>	<u><u>\$10,170.02</u></u>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	2,646,194.38
Total Fund 12 General Fund Restricted	211,612.54
Total Fund 13 GF Unrestricted One-Time Fund	32,855.72
Total Fund 33 Child Development Fund	25,474.16
Total Fund 41 Capital Outlay Projects Fund	403,214.12
Total Fund 42 Bond Fund, Measure E	351,836.17
Total Fund 61 Property and Liability Fund	66,547.66
Total Fund 74 Student Financial Aid Fund	10,170.02
Grand Total:	<u><u>\$3,747,904.77</u></u>

Checks Written for Period 08/23/14 Thru 09/05/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
311408423	Bookstore Fund	742.84	0.00	742.84	31*0104686	31*0104686
311408530	Bookstore Fund	25,404.50	0.00	25,404.50	31*0104687	31*0104688
311409105	Bookstore Fund	283,228.63	0.00	283,228.63	31*0104689	31*0104719
<b>Total Fund 31 Bookstore Fund</b>		<b><u><u>\$309,375.97</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$309,375.97</u></u></b>		

Checks Written for Period 08/23/14 Thru 09/05/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
761408530	Community Education Fund	16,107.37	0.00	16,107.37	76*0006554	76*0006562
761409105	Community Education Fund	14,922.05	0.00	14,922.05	76*0006563	76*0006568
<b>Total Fund 76 Community Education Fund</b>		<b><u><u>\$31,029.42</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$31,029.42</u></u></b>		

Checks Written for Period 08/23/14 Thru 09/05/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
791408530	Diversified Trust Fund	10,704.81	70.00	10,634.81	79*0018726	79*0018746
791409105	Diversified Trust Fund	2,525.77	0.00	2,525.77	79*0018747	79*0018755
<b>Total Fund 79 Diversified Trust Fund</b>		<b><u>\$13,230.58</u></b>	<b><u>\$70.00</u></b>	<b><u>\$13,160.58</u></b>		

Checks Written for Period 08/23/14 Thru 09/05/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
811408530	Diversified Agency Fund	10,624.22	0.00	10,624.22	81*0044746	81*0044759
811409105	Diversified Agency Fund	6,189.79	0.00	6,189.79	81*0044760	81*0044771
<b>Total Fund 81 Diversified Agency Fund</b>		<b><u>\$16,814.01</u></b>	<b><u>\$0.00</u></b>	<b><u>\$16,814.01</u></b>		



**SUMMARY**

Total Fund 31 Bookstore Fund	309,375.97
Total Fund 76 Community Education Fund	31,029.42
Total Fund 79 Diversified Trust Fund	13,160.58
Total Fund 81 Diversified Agency Fund	16,814.01
<b>Grand Total:</b>	<b><u><u>\$370,379.98</u></u></b>

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of the 2013-14 CCFS-311 Annual Report, including the Gann Appropriation Limit	
Action:	Request for Approval	

**BACKGROUND**

In accordance with the California Code of Regulations, Title 5, Sections 58305(d), the District shall submit a copy of its adopted annual financial and budget report (CCFS-311) to the Chancellor's Office by October 10<sup>th</sup> of each year. Furthermore, in accordance with Article XIII B to the State Constitution, limitations on expenditures are placed on State and local governments in the form of what is known as the Gann Appropriations Limit.

**ANALYSIS**

A copy of the CCFS-311 Report has been provided for your review. The CCFS-311 Report is divided into three parts: Current Expense of Education which is used to calculate the 50 Percent Law (our District is in compliance at 50.18% for 2013/14); Combined Balance Sheet information for all District funds; and other Supplemental Data including Details of General Fund Revenue, General Fund Expenditures by Activity, the Gann Appropriations Limit (Historically, our district has never met or been close to meeting the appropriations limit), Revenues, Expenditures and Fund Balance Data for all district funds, an Analysis of Interfund Transfers, and the Receipt and Expenditures of Lottery Proceeds.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the 2013-2014 CCFS-311 Annual Report as presented pending any audit adjustments and establish the District's 2014-2015 Gann Limit in the amount of \$233,297,998.

Fiscal Impact:	Not applicable	Board Date: September 22, 2014
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**ANNUAL FINANCIAL AND BUDGET REPORT**  
(Financial Report for Fiscal Year 2013-2014)  
(Budget Report for Fiscal Year 2014-2015)

District: RANCHO SANTIAGO

District Code: 870

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.

\_\_\_\_\_  
District Chief Business Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

Contact:

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2014. Please submit the report to :

Chancellor's Office  
California Community Colleges  
Fiscal Services Unit  
1102 Q Street, Suite 300  
Sacramento, CA 95814-6511

4.2 (2)

For Actual Year: 2013-2014

Budget Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

	Object Code	Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
Academic Salaries		Instructional Salary Cost	Total CEE	Activities	
		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
<b>Instructional Salaries</b>					
Contract or Regular	1100	23,233,447	23,233,447		23,233,447
Other	1300	22,165,086	22,165,086		22,165,086
<b>Total Instructional Salaries</b>		45,398,533	45,398,533	0	45,398,533
<b>Non-Instructional Salaries</b>					
Contract or Regular	1200		13,180,756	310,104	13,490,860
Other	1400		1,108,478		1,108,478
<b>Total Non-Instructional Salaries</b>		0	14,289,234	310,104	14,599,338
<b>Total Academic Salaries</b>		45,398,533	59,687,767	310,104	59,997,871
<b>Classified Salaries</b>					
<b>Non-Instructional Salaries</b>					
Regular Status	2100		22,920,927	2,050,679	24,971,606
Other	2300		1,177,641	432,844	1,610,485
<b>Total Non-Instructional Salaries</b>		0	24,098,568	2,483,523	26,582,091
<b>Instructional Aides</b>					
Regular Status	2200	947,104	947,104		947,104
Other	2400	1,610,827	1,610,827		1,610,827
<b>Total Instructional Aides</b>		2,557,931	2,557,931	0	2,557,931
<b>Total Classified Salaries</b>		2,557,931	26,656,499	2,483,523	29,140,022
<b>Employee Benefits</b>	3000	13,862,173	33,086,474	1,120,503	34,206,977
<b>Supplies and Materials</b>	4000		772,471	32,674	805,145
<b>Other Operating Expenses</b>	5000	3,448,003	15,603,888	834,328	16,438,216
<b>Equipment Replacement</b>	6420				0
<b>Total Expenditures Prior to Exclusions</b>		65,266,640	135,807,099	4,781,132	140,588,231

SUPPLEMENTAL DATA

S11 GENERAL FUND - UNRESTRICTED SUBFUND

For Actual Year: 2013-2014

Budget Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
		Instructional Salary Cost	Total CEE	Activities	
Exclusions		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
<b>Activities to Exclude</b>	<b>TOP Code</b>				
Instructional Staff-Retirees' Benefits and Retirement Incentives	5900	2,522,181	2,522,181		2,522,181
Student Health Services Above Amount Collected	6441				0
Student Transportation	6491		878		878
Noninstructional Staff-Retirees' Benefits and Retirement Incentives	6740		3,101,265		3,101,265
<b>Objects to Exclude</b>	<b>Object Code</b>				
Rents and Leases	5060		1,390,287	24,628	1,414,915
Lottery Expenditures					
Academic Salaries	1000				0
Classified Salaries	2000				0
Employee Benefits	3000				0
Supplies and Materials	4000				
Software	4100				0
Books, Magazines, & Periodicals	4200				0
Instructional Supplies & Materials	4300				0
Noninstructional, Supplies & Materials	4400				0
Total Supplies and Materials		0	0	0	0
Other Operating Expenses and Services	5000		3,758,209		3,758,209

4.2 (4)

For Actual Year: 2013-2014

Budget Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
	Object	Instructional Salary Cost	Total CEE	Activities	
	Code	AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Capital Outlay	6000				
Library Books	6300				0
Equipment	6400				
Equipment - Additional	6410				0
Equipment - Replacement	6420				0
Total Equipment		0	0	0	0
Total Capital Outlay		0	0	0	0
Other Outgo	7000				0
<b>Total Exclusions</b>		2,522,181	10,772,820	24,628	10,797,448
<b>Total for ECS 84362, 50% Law</b>		62,744,459	125,034,279	4,756,504	129,790,783
<b>Percent of CEE (Instructional Salary Cost / Total CEE)</b>		50.18%	100.00%		
<b>50% of Current Expense of Education</b>			62,517,140		
<b>Nonexempted (Remaining) Deficiency from second preceeding Fiscal Year</b>					
<b>Amount Required to be Expended for Salaries of Classroom Instructors</b>		62,744,459	125,034,279	4,756,504	129,790,783
<b>Reconciliation to Unrestricted General Fund Expenditures</b>					
<b>Total Expenditures Prior to Exclusions</b>		65,266,640	135,807,099	4,781,132	140,588,231
<b>Capital Expenditures</b>	6000	255,951	2,090,228	1,817,668	3,907,896
<b>Equipment Replacement (Back out)</b>	6420		0	0	0
<b>Total Unrestricted General Fund Expenditures</b>		65,522,591	137,897,327	6,598,800	144,496,127

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111	2,308,502	155,021	2,463,523
In County Treasury	9112	26,926,010	1,564,772	28,490,782
Cash With Fiscal Agents	9113			0
Revolving Cash Accounts	9114	100,000		100,000
Investments (at cost)	9120			0
Accounts Receivable	9130	14,223,350	5,982,557	20,205,907
Due from Other Funds	9140	1,912,048	21,928	1,933,976
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			0
Prepaid Items	9220	115,197	56,978	172,175
<b>TOTAL ASSETS</b>		45,585,107	7,781,256	53,366,363
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	2,422,763	1,337,601	3,760,364
Accrued Salaries and Wages Payable	9520	8,830,035	1,553,007	10,383,042
Compensated Absences Payable Current	9530			0
Due to Other Funds	9540	5,335,392		5,335,392
Temporary Loans	9550			0
Current Portion of Long-Term Debt	9560			0
Deferred Revenues	9570	1,730,225	2,553,417	4,283,642
<b>TOTAL LIABILITIES</b>		18,318,415	5,444,025	23,762,440

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			0
NonCash Assets	9711	115,197		115,197
Amounts Restricted by Law for Specific Purposes	9712	2,380,570		2,380,570
Reserve for Encumbrances Credit	9713	1,486,171		1,486,171
Reserve for Encumbrances Debit	9714			0
Reserve for Debt Services	9715			0
Assigned/Committed	9754			0
Unassigned	9790			0
<b>Total Fund Balance</b>		<b>3,981,938</b>	<b>0</b>	<b>3,981,938</b>
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751	2,147,093		2,147,093
Restricted Fund Balance	9752	1,700,000		1,700,000
Committed Fund Balance	9753			0
Assigned Fund Balance	9754	18,214,693	2,337,231	20,551,924
<b>Total Designated Fund Balance</b>		<b>22,061,786</b>	<b>2,337,231</b>	<b>24,399,017</b>
Uncommitted Fund Balance	9790	1,222,968		1,222,968
<b>TOTAL FUND EQUITY</b>		<b>27,266,692</b>	<b>2,337,231</b>	<b>29,603,923</b>
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		<b>45,585,107</b>	<b>7,781,256</b>	<b>53,366,363</b>



- 20 Debt Service Funds:
- 21 Bond Interest and Redemption Fund
- 22 Revenue Bond Interest and Redemption Fund
- 29 Other Debt Service Fund

**COMBINED BALANCE SHEET**

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112	16,065,547		
Cash With Fiscal Agents	9113			
Investments (at cost)	9120			
Accounts Receivable	9130			
Due from Other Funds	9140			
<b>TOTAL ASSETS</b>		16,065,547	0	0
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510			
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540			
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570			
<b>TOTAL LIABILITIES</b>		0	0	0

- 20 Debt Service Funds:
- 21 Bond Interest and Redemption Fund
- 22 Revenue Bond Interest and Redemption Fund
- 29 Other Debt Service Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715	16,065,547		
Assigned/Committed	9754			
Unassigned	9790			
<b>Total Fund Balance</b>		16,065,547	0	0
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751			
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754			
Total Designated Fund Balance		0	0	0
Uncommitted Fund Balance	9790			
<b>TOTAL FUND EQUITY</b>		16,065,547	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		16,065,547	0	0

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
<b>ASSETS</b>							
Cash, Investments, and Receivables	9100						
Cash:							
Awaiting Deposit and in Banks	9111	2,801,087		353			
In County Treasury	9112			155,486			
Cash With Fiscal Agents	9113						
Revolving Cash Accounts	9114	12,000					
Investments (at cost)	9120						
Accounts Receivable	9130	721,049		397,188			
Due from Other Funds	9140			347,352			
Inventories, Stores, and Prepaid Items	9200						
Inventories and Stores	9210	1,257,333					
Prepaid Items	9220			8,743			
<b>TOTAL ASSETS</b>		4,791,469	0	909,122	0	0	0
<b>LIABILITIES</b>							
Current Liabilities and Deferred Revenue	9500						
Accounts Payable	9510	37,671		67,262			
Accrued Salaries and Wages Payable	9520	112,511		294,827			
Compensated Absences Payable Current	9530						
Due to Other Funds	9540	448,512		505,755			
Temporary Loans	9550						
Current Portion of Long-Term Debt	9560						
Deferred Revenues	9570			41,278			
<b>TOTAL LIABILITIES</b>		598,694	0	909,122	0	0	0

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
<b>FUND BALANCE (NON-GASB 54)</b>							
Fund Balance Reserved	9710	0	0	0	0	0	0
NonCash Assets	9711	1,257,333	0	0	0	0	0
Amounts Restricted by Law for Specific Purposes	9712	0	0	0	0	0	0
Reserve for Encumbrances Credit	9713	0	0	0	0	0	0
Reserve for Encumbrances Debit	9714	0	0	0	0	0	0
Reserve for Debt Services	9715	0	0	0	0	0	0
Assigned/Committed	9754	0	0	0	0	0	0
Unassigned	9790	0	0	0	0	0	0
<b>Total Fund Balance</b>		<b>1,257,333</b>	<b>1,257,333</b>	<b>1,257,333</b>	<b>1,257,333</b>	<b>1,257,333</b>	<b>1,257,333</b>
<b>Fund Balance (GASB 54)</b>	9750						
Nonspendable Fund Balance	9751	0	0	0	0	0	0
Restricted Fund Balance	9752	0	0	0	0	0	0
Committed Fund Balance	9753	0	0	0	0	0	0
Assigned Fund Balance	9754	2,935,442	0	0	0	0	0
Total Designated Fund Balance		2,935,442	0	0	0	0	0
Uncommitted Fund Balance	9790	0	0	0	0	0	0
<b>TOTAL FUND EQUITY</b>		<b>4,192,775</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		<b>4,791,469</b>	<b>0</b>	<b>909,122</b>	<b>0</b>	<b>0</b>	<b>0</b>

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	41	42
		Capital Outlay Projects Fund	Revenue Bond Construction Fund
<b>ASSETS</b>			
Cash, Investments, and Receivables	9100		
Cash:			
Awaiting Deposit and in Banks	9111		
In County Treasury	9112	35,647,561	20,533,616
Cash With Fiscal Agents	9113		
Revolving Cash Accounts	9114		
Investments (at cost)	9120		
Accounts Receivable	9130	12,190	8,630
Due from Other Funds	9140	445,542	
Inventories, Stores, and Prepaid Items	9200		
Inventories and Stores	9210		
Prepaid Items	9220		425,863
<b>TOTAL ASSETS</b>		36,105,293	20,968,109
<b>LIABILITIES</b>			
Current Liabilities and Deferred Revenue	9500		
Accounts Payable	9510	713,671	2,495,268
Accrued Salaries and Wages Payable	9520		
Compensated Absences Payable Current	9530		
Due to Other Funds	9540	62,361	
Temporary Loans	9550		
Current Portion of Long-Term Debt	9560		
Deferred Revenues	9570	574,437	
<b>TOTAL LIABILITIES</b>		1,350,469	2,495,268

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	41	42
		Capital Outlay Projects Fund	Revenue Bond Construction Fund
<b>FUND BALANCE (NON-GASB 54)</b>			
Fund Balance Reserved	9710		
NonCash Assets	9711		
Amounts Restricted by Law for Specific Purposes	9712		
Reserve for Encumbrances Credit	9713	3,483,978	2,037,503
Reserve for Encumbrances Debit	9714		
Reserve for Debt Services	9715		
Assigned/Committed	9754		
Unassigned	9790		
Total Fund Balance		3,483,978	2,037,503
<b>Fund Balance (GASB 54)</b>	9750		
Nonspendable Fund Balance	9751		
Restricted Fund Balance	9752		
Committed Fund Balance	9753		
Assigned Fund Balance	9754	31,270,846	16,435,338
Total Designated Fund Balance		31,270,846	16,435,338
Uncommitted Fund Balance	9790		
<b>TOTAL FUND EQUITY</b>		34,754,824	18,472,841
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		36,105,293	20,968,109

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
<b>ASSETS</b>					
Cash, Investments, and Receivables	9100				
Cash:					
Awaiting Deposit and in Banks	9111				
In County Treasury	9112				
Cash With Fiscal Agents	9113				
Revolving Cash Accounts	9114				
Investments (at cost)	9120				
Accounts Receivable	9130				
Due from Other Funds	9140				
Inventories, Stores, and Prepaid Items	9200				
Inventories and Stores	9210				
Prepaid Items	9220				
<b>Fixed Assets</b>	9300				
Sites	9310				
Site Improvements	9320				
Accumulated Depreciation Site Improvements	9321				
Buildings	9330				
Accumulated Depreciation Buildings	9331				
Library Books	9340				
Equipment	9350				
Accumulated Depreciation Equipment	9351				
Work in Progress	9360				
<b>Total Fixed Assets</b>		0	0	0	0
<b>TOTAL ASSETS</b>		0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
<b>LIABILITIES</b>					
Current Liabilities and Deferred Revenue	9500				
Accounts Payable	9510				
Accrued Salaries and Wages Payable	9520				
Compensated Absences Payable Current	9530				
Due to Other Funds	9540				
Temporary Loans	9550				
Current Portion of Long-Term Debt	9560				
Deferred Revenues	9570				
Total Current Liabilities and Deferred Revenue		0	0	0	0
Long-Term Liabilities	9600				
Bonds Payable	9610				
Revenue Bonds Payable	9620				
Certificates of Participation	9630				
Lease Purchase of Capital Lease	9640				
Compensated Absences Long Term	9650				
Post-Employment Benefits Long Term	9660				
Other Long-Term Liabilities	9670				
Total Long-Term Liabilities		0	0	0	0
<b>TOTAL LIABILITIES</b>	968	0	0	0	0



51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
<b>FUND EQUITY</b>					
Fund Balance Reserved	9710				
NonCash Assets	9711				
Amounts Restricted by Law for Specific Purposes	9712				
Reserve for Encumbrances Credit	9713				
Reserve for Encumbrances Debit	9714				
Reserve for Debt Services	9715				
Assigned/Committed	9754				
Unassigned	9790				
Total Reserved Fund Balance		0	0	0	0
<b>Fund Balance (GASB 54)</b>	9750				
Nonspendable Fund Balance	9751				
Restricted Fund Balance	9752				
Committed Fund Balance	9753				
Assigned Fund Balance	9754				
Total Designated Fund Balance		0	0	0	0
Uncommitted(Unrestricted) Fund Balance	9790				
<b>Other Equity</b>	9800				
Contributed Capital	9810				
Retained Earnings	9850				
Investment in General Fixed Assets	9890				
<b>TOTAL FUND EQUITY</b>		0	0	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		0	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
<b>ASSETS</b>			
Cash, Investments, and Receivables	9100		
Cash:			
Awaiting Deposit and in Banks	9111		
In County Treasury	9112	7,168,133	38,070,621
Cash With Fiscal Agents	9113	75,000	
Revolving Cash Accounts	9114		
Investments (at cost)	9120		150,548
Accounts Receivable	9130	2,505	13,364
Due from Other Funds	9140	2,126,964	1,693,787
Student Loans Receivable	9150		
Inventories, Stores, and Prepaid Items	9200		
Inventories and Stores	9210		
Prepaid Items	9220		
<b>Fixed Assets</b>	9300		
Sites	9310		
Site Improvements	9320		
Accumulated Depreciation Site Improvements	9321		
Buildings	9330		
Accumulated Depreciation Buildings	9331		
Library Books	9340		
Equipment	9350		
Accumulated Depreciation Equipment	9351		
Work in Progress	9360		
<b>Total Fixed Assets</b>		0	0
<b>TOTAL ASSETS</b>		9,372,602	39,928,320

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
<b>LIABILITIES</b>			
Current Liabilities and Deferred Revenue	9500		
Accounts Payable	9510	8,796	2,194
Accrued Salaries and Wages Payable	9520	19,835	
Compensated Absences Payable Current	9530		
Due to Other Funds	9540	32,295	
Temporary Loans	9550		
Current Portion of Long-Term Debt	9560	400,000	52,853,271
Deferred Revenues	9570		
Total Current Liabilities and Deferred Revenue		460,926	52,855,465
Long-Term Liabilities	9600		
Bonds Payable	9610		
Revenue Bonds Payable	9620		
Certificates of Participation	9630		
Lease Purchase of Capital Lease	9640		
Compensated Absences Long Term	9650		
Post-Employment Benefits Long Term	9660		
Other Long-Term Liabilities	9670		
Total Long-Term Liabilities		0	0
<b>TOTAL LIABILITIES</b>	968	460,926	52,855,465

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
<b>FUND EQUITY</b>			
Fund Balance Reserved	9710		
NonCash Assets	9711		
Amounts Restricted by Law for Specific Purposes	9712		(12,927,145)
Reserve for Encumbrances Credit	9713	211,618	
Reserve for Encumbrances Debit	9714		
Reserve for Debt Services	9715		
Assigned/Committed	9754		
Unassigned	9790		
Total Reserved Fund Balance		211,618	(12,927,145)
<b>Fund Balance (GASB 54)</b>	9750		
Nonspendable Fund Balance	9751		
Restricted Fund Balance	9752	8,700,058	
Committed Fund Balance	9753		
Assigned Fund Balance	9754		
Total Designated Fund Balance		8,700,058	0
Uncommitted(Unrestricted) Fund Balance	9790		
<b>Other Equity</b>	9800		
Contributed Capital	9810		
Retained Earnings	9850		
Investment in General Fixed Assets	9890		
<b>TOTAL FUND EQUITY</b>		8,911,676	(12,927,145)
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		9,372,602	39,928,320

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
<b>ASSETS</b>									
Cash, Investments, and Receivables	9100								
Cash:									
Awaiting Deposit and in Banks	9111	335,178	31,593		242,607				1,611,211
In County Treasury	9112				1,145,455				5
Cash With Fiscal Agents	9113								
Revolving Cash Accounts	9114								900
Investments (at cost)	9120								
Accounts Receivable	9130		2,843		61,635				49,556
Due from Other Funds	9140								532,208
Student Loans Receivable	9150				118,841				
Inventories, Stores, and Prepaid Items	9200								
Inventories and Stores	9210								
Prepaid Items	9220								
<b>Fixed Assets</b>	9300								
Sites	9310								
Site Improvements	9320								
Accumulated Depreciation Site Improvements	9321								
Buildings	9330								
Accumulated Depreciation Buildings	9331								
Library Books	9340								
Equipment	9350								
Accumulated Depreciation Equipment	9351								
Work in Progress	9360								
<b>Total Fixed Assets</b>		0	0	0	0	0	0	0	0
<b>TOTAL ASSETS</b>		335,178	34,436	0	1,568,538	0	0	0	2,193,880

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
<b>LIABILITIES</b>									
Current Liabilities and Deferred Revenue	9500								
Accounts Payable	9510	4,744			489				26,151
Accrued Salaries and Wages Payable	9520	1,158							73,667
Compensated Absences Payable Current	9530								
Due to Other Funds	9540	10,159			267,724				623,642
Temporary Loans	9550								
Current Portion of Long-Term Debt	9560								
Deferred Revenues	9570								
Total Current Liabilities and Deferred Revenue		16,061	0	0	268,213	0	0	0	723,460
Long-Term Liabilities	9600								
Bonds Payable	9610								
Revenue Bonds Payable	9620								
Certificates of Participation	9630								
Lease Purchase of Capital Lease	9640								
Compensated Absences Long Term	9650								
Post-Employment Benefits Long Term	9660								
Other Long-Term Liabilities	9670								
Total Long-Term Liabilities		0	0	0	0	0	0	0	0
<b>TOTAL LIABILITIES</b>	968	16,061	0	0	268,213	0	0	0	723,460

4.2 (21)

COMBINED BALANCE SHEET

For Year Ended June 30, 2014

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
<b>FUND EQUITY</b>									
Fund Balance Reserved	9710								
NonCash Assets	9711								
Amounts Restricted by Law for Specific Purposes	9712				809,142				
Reserve for Encumbrances Credit	9713								70,823
Reserve for Encumbrances Debit	9714								
Reserve for Debt Services	9715								
Assigned/Committed	9754								
Unassigned	9790								
<b>Total Reserved Fund Balance</b>		0	0	0	809,142	0	0	0	70,823
<b>Fund Balance (GASB 54)</b>	9750								
Nonspendable Fund Balance	9751								
Restricted Fund Balance	9752								
Committed Fund Balance	9753								
Assigned Fund Balance	9754	319,117	34,436		491,183				1,399,597
<b>Total Designated Fund Balance</b>		319,117	34,436	0	491,183	0	0	0	1,399,597
Uncommitted(Unrestricted) Fund Balance	9790								
<b>Other Equity</b>	9800								
Contributed Capital	9810								
Retained Earnings	9850								
Investment in General Fixed Assets	9890								
<b>TOTAL FUND EQUITY</b>		319,117	34,436	0	1,300,325	0	0	0	1,470,420
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		335,178	34,436	0	1,568,538	0	0	0	2,193,880

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2013-2014

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>Federal Revenues</b>	8100			
Forest Revenues	8110	19,017		19,017
Higher Education Act	8120		3,626,935	3,626,935
Workforce Investment Act	8130		181,548	181,548
Temporary Assistance for Needy Families (TANF)	8140		97,055	97,055
Student Financial Aid	8150		4,308	4,308
Veterans Education	8160		(6,180)	(6,180)
Vocational and Technical Education Act (VATEA)	8170		1,902,725	1,902,725
Other Federal Revenues	8190		5,598,539	5,598,539
<b>Total Federal Revenues</b>	8100	19,017	11,404,930	11,423,947
<b>State Revenues</b>	8600			
General Apportionments	8610			0
Apprenticeship Apportionment	8611	1,389,973		1,389,973
State General Apportionment	8612	58,137,335		58,137,335
Other General Apportionment	8613	930,613		930,613
General Categorical Programs	8620			
Child Development	8621			0
Extended Opportunity Programs and Services(EOPS)	8622		1,541,889	1,541,889
Disabled Students Programs and Services(DSPS)	8623		1,399,963	1,399,963
Temporary Assistance for Needy Families (TANF)	8624			0
California Work Opportunity and Responsibility to Kids (CalWORKs)	8625		394,197	394,197
Telecommunications and Technology Infrastructure Program (TTIP)	8626		14,517	14,517
Other General Categorical Programs	8627		5,885,477	5,885,477



Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2013-2014

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>EPA Proceeds</b>	8630	20,419,045		20,419,045
<b>Reimbursable Categorical Programs</b>	8650			
Instructional Improvement Grant	8651			0
Other Reimbursable Categorical Programs	8652		3,228,969	3,228,969
<b>State Tax Subventions</b>	8670			
Homeowners' Property Tax Relief	8671	299,914		299,914
Timber Yield Tax	8672			0
Other State Tax Subventions	8673			0
<b>State Non-Tax Revenues</b>	8680			
State Lottery Proceeds	8681	3,758,209	1,025,499	4,783,708
State Mandated Costs	8685	788,436		788,436
Other State Non-Tax Revenues	8686			0
Other State Revenues	8690			0
<b>Total State Revenues</b>	8600	85,723,525	13,490,511	99,214,036

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2013-2014

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted Actual	Restricted Actual	General Fund Actual
<b>Local Revenues</b>	8800			
Property Taxes	8810			
Tax Allocation, Secured Roll	8811	38,030,727		38,030,727
Tax Allocation, Supplemental Roll	8812	918,574		918,574
Tax Allocation, Unsecured Roll	8813	1,393,980		1,393,980
Prior Years Taxes	8816	760,440		760,440
Education Revenues Augmentation Fund (ERAF)	8817	(7,795)		(7,795)
Redevelopment Agency Funds - Pass Through	8818	213,891		213,891
Redevelopment Agency Funds - Residual	8819	3,743,150		3,743,150
Redevelopment Agency Funds - Asset Liquidation	8819.1	1,316,893		1,316,893
Contributions, Gifts, Grants, and Endowments	8820		4,614	4,614
Contract Services	8830			
Contract Instructional Services	8831		918	918
Other Contract Services	8832		9,502	9,502
Sales and Commissions	8840			0
Rentals and Leases	8850	346,267		346,267
Interest and Investment Income	8860	173,852		173,852
Student Fees and Charges	8870			
Community Services Classes	8872			0
Dormitory	8873			0
Enrollment	8874	8,423,979		8,423,979
Contra Revenue Account	8874.1			0
Field Trips and Use of Nondistrict Facilities	8875			0
Health Services	8876		1,128,987	1,128,987
Instructional Materials Fees and Sales of Materials	8877		63,622	63,622
Insurance	8878			0
Student Records	8879	44,991		44,991
Nonresident Tuition	8880	1,520,765		1,520,765
Parking Services and Public Transportation	8881		930,964	930,964
Other Student Fees and Charges	8885	154,251	52,060	206,311
Other Local Revenues	8890	548,743	243,104	791,847
<b>Total Local Revenues</b>	8800	57,582,708	2,433,771	60,016,479
<b>Total Revenues</b>		143,325,250	27,329,212	170,654,462

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2013-2014

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>Other Financing Sources</b>	8900			
Proceeds of General Fixed Assets	8910	6,102		6,102
Proceeds of Long-Term Debt	8940			0
Incoming Transfers -- (8981/8982/8983)	898#	94,565		94,565
<b>Total Other Financing Sources</b>	8900	100,667	0	100,667
<b>Total Revenues and Other Financing Sources</b>		143,425,917	27,329,212	170,755,129

For Actual Year: 2013-2014

Budget Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Agriculture and Natural Resources	0100			708			708
Architecture and Environmental Design	0200						0
Environmental Sciences and Technologies	0300						0
Biological Sciences	0400	2,765,211	93,886	55,400	15,911		2,930,408
Business and Management	0500	3,754,594	264,529	128,298	115,941		4,263,362
Communications	0600	587,544	188,002	56,843	80,650		913,039
Computer and Information Science	0700	1,117,888	167,743	582	53,958		1,340,171
Education	0800	3,289,769	241,443	158,726	83,617		3,773,555
Engineering and Related Industrial Technology	0900	1,843,099	145,160	1,407,163	378,517		3,773,939
Fine and Applied Arts	1000	3,005,027	330,045	118,112	10,551		3,463,735
Foreign language	1100	1,487,298	31,748				1,519,046
Health	1200	3,457,518	462,962	42,977	13,400		3,976,857
Consumer Education And Home Economics	1300	1,112,369	38,245	15,306	22,279		1,188,199
Law	1400	209,875	8,618	2,168	472		221,133
Humanities(Letters)	1500	7,334,656	238,108	1,487	37,587		7,611,838
Library Science	1600	21,656	24,658				46,314
Mathematics	1700	5,866,608	421,970	16,099	2,372		6,307,049
Military Studies	1800						0
Physical Sciences	1900	3,290,720	146,997	50,560	31,201		3,519,478
Psychology	2000	941,190	29,150				970,340
Public Affairs and Services	2100	4,218,474	98,076	2,792,318	18,327		7,127,195
Social Sciences	2200	4,017,817	53,235	2,855	602		4,074,509
Commercial Services	3000			32,801			32,801
Interdisciplinary Studies	4900	12,272,483	2,562,183	1,108,969	321,052		16,264,687
Instruc Staff-Retirees' Bnfts & Retire Incents	5900	2,522,181					2,522,181
<b>Sub-Total Instructional Activites</b>		63,115,977	5,546,758	5,991,372	1,186,437		75,840,544
<b>Total Expenditures for GF Activities*</b>		63,521,040	78,625,800	22,658,925	5,392,060	10,022,415	180,220,240

\*Total Expenditures for GF Activities above is the grand total of Instructional and Non-Instructional activities.

For Actual Year: 2013-2014

Budget Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Instructional Administration and Governance	6000						
Academic Administration	6010		10,285,740	189,856	30,034		10,505,630
Course and Curriculum Development	6020		219,797	93,213			313,010
Academic / Faculty Senate	6030		568,623				568,623
Other Instructional Administration & Governance	6090		257,576	35,795			293,371
<b>Total Instructional Admin. &amp; Governance</b>		0	11,331,736	318,864	30,034	0	11,680,634
Instructional Support Services	6100						
Learning Center	6110	405,063	439,071	43,576	82,515		970,225
Library	6120		2,458,495	130,501	93,465		2,682,461
Media	6130		621,429	523	3,079		625,031
Museums and Galleries	6140						0
Academic Information Systems and Technology	6150						0
Other Instructional Support Services	6190		570,621	23,270	127,807		721,698
<b>Total Instructional Support Services</b>		405,063	4,089,616	197,870	306,866	0	4,999,415
Admissions and Records	6200		4,436,740	7,558	1,987		4,446,285
Student Counseling and Guidance	6300						
Counseling and Guidance	6310		6,577,698	104,230	9,395		6,691,323
Matriculation and Student Assessment	6320		769,542	67,198	10,025		846,765
Transfer Programs	6330		955,252	51,241			1,006,493
Career Guidance	6340		314,434	16,366			330,800
Other Student Counseling and Guidance	6390						0
<b>Total Student Counseling and Guidance</b>		0	8,616,926	239,035	19,420	0	8,875,381

For Actual Year: 2013-2014

Budget Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Other Student Services	6400						
Cal Work Opportunity and Responsibility to Kids *	6410						0
Disabled Student Programs and Services (DSPS)	6420		1,310,521	123,623			1,434,144
Extended Opportunity Programs and Services (EOPS)	6430		1,489,742	38,246	10,657		1,538,645
Health Services	6440		1,199,328	125,952	19,452		1,344,732
Student Personnel Administration	6450		283,316				283,316
Financial Aid Administration	6460		2,662,375	49,058	33,856		2,745,289
Job Placement Services	6470		830,050	10,340			840,390
Veterans Services	6480		196,441	12,336	2,057		210,834
Miscellaneous Student Services	6490		4,987,891	1,350,375	54,058		6,392,324
<b>Total Other Student Services</b>		0	12,959,664	1,709,930	120,080	0	14,789,674
Operation and maintenance of Plant	6500						
Building Maintenance and Repairs	6510		1,109,168	718,422	8,488		1,836,078
Custodial Services	6530		3,548,122	287,783	13,010		3,848,915
Grounds Maintenance and Repairs	6550		400,866	350,238	5,361		756,465
Utilities	6570			3,982,430			3,982,430
Other Operations and Maintenance of Plant	6590			1,483			1,483
<b>Total Operation and Maintenance of Plant</b>	6500	0	5,058,156	5,340,356	26,859	0	10,425,371
<b>Planning, Policymaking and Coordinations</b>	6600		2,124,355	894,288			3,018,643

\* California Work Opportunity and Responsibility to Kids (CalWORKS).

For Actual Year: 2013-2014

Budget Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
General Institutional Support Services	6700						
Community Relations	6710		212,254	143,862			356,116
Fiscal Operations	6720		2,982,369	44,401	18,553		3,045,323
Human Resources Management	6730		1,124,324	136,636	212		1,261,172
Noninstruct Staff Retirees' Benefits & Retirement *	6740		3,101,265				3,101,265
Staff Development	6750		127,655	508,957	1,202		637,814
Staff Diversity	6760			20,456			20,456
Logistical Services	6770		2,868,398	2,468,701	16,560		5,353,659
Management Information Systems	6780		5,621,560	2,198,519	1,598,753		9,418,832
Other General Institutional Support Services	6790		2,320,199	830,418	88,311		3,238,928
<b>Total General Institutional Support Services</b>	6700	0	18,358,024	6,351,950	1,723,591	0	26,433,565
Community Services & Economic Development	6800						
Community Recreation	6810						0
Community Service Classes	6820			1,787			1,787
Community Use of Facilities	6830		218,652				218,652
Economic Development	6840		2,015,514	640,585	51,477		2,707,576
Other Community Services & Economic Development	6890		243,798	403,782			647,580
<b>Total Community Services</b>	6800	0	2,477,964	1,046,154	51,477	0	3,575,595

\* Noninstructional Staff Retirees' Benefits & Retirement Incentives.

For Actual Year: 2013-2014

Budget Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Ancillary Services	6900						
Bookstore	6910		87,410				87,410
Child Development Centers	6920						0
Farm Operations	6930						0
Food Services	6940						0
Parking	6950		1,537,892	122,823	104,622		1,765,337
Student and Co-Curricular Activities	6960		382,218	333,714			715,932
Student Housing	6970						0
Other Ancillary Services	6990		555,300				555,300
<b>Total Ancillary Services</b>	6900	0	2,562,820	456,537	104,622	0	3,123,979
Auxiliary Operations	7000						
Contract Education	7010			2,645	15,245		17,890
Other Auxiliary Operations	7090		423,244				423,244
<b>Total Auxiliary Operations</b>	7000	0	423,244	2,645	15,245	0	441,134



For Actual Year: 2013-2014

Budget Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
<b>Physical Property and Related Acquisitions</b>	7100		639,797	102,366	1,805,442		2,547,605
Long-Term Debt and Other Financing	7200						
Long_Term Debt	7210						0
Tax revenue Anticipation Notes	7220						0
Other Financing	7290						0
<b>Total Long-Term Debt and Other Financing</b>	7200	0	0	0	0	0	0
Transfers, Student Aid and Other Outgo	7300						
Transfers	7310					9,257,238	9,257,238
Student Aid	7320					765,177	765,177
Other Outgo	7390						0
<b>Total Transfers, Student Aid and Other Outgo</b>	7300	0	0	0	0	10,022,415	10,022,415
<b>Sub-Total Non-Instructional Activites</b>		405,063	73,079,042	16,667,553	4,205,623	10,022,415	104,379,696
<b>Total Expenditures General Fund: activities *</b>		63,521,040	78,625,800	22,658,925	5,392,060	10,022,415	180,220,240

\* Total Expenditures for the General Fund: Instructional Activities and Non-Instructional Activities.

Gann Appropriations Limit

GANN Report

DISTRICT NAME: RANCHO SANTIAGO

I.	2014-2015 Appropriations Limit:			
A.	2013-2014 Appropriations Limit:			\$227,688,238
B.	2014-2015 Price Factor:	0.9977		
C.	Population factor:			
	1. 2012-2013 Second Period Actual FTES	28,192.21		
	2. 2013-2014 Second Period Actual FTES	28,952.14		
	3. 2013-2014 Population change factor (C2/C1)	1.0270		
D.	2013-2014 Limit adjusted by inflation and population factors (A * B * C.3)			\$233,297,998
E.	Adjustments to increase limit:			
	1. Transfers in of financial responsibility		\$0	
	2. Temporary voter approved increases		0	
	3. Total adjustments - increase			0
	Sub-Total (D + E.3)			\$233,297,998
F.	Adjustments to decrease limit:			
	1. Transfers out of financial responsibility		\$0	
	2. Lapses of voter approved increases		0	
	3. Total adjustments - decrease			0
G.	2014-2015 Appropriations Limit (D + E.3 - F.3)			\$233,297,998
II.	2014-2015 Appropriations Subject to Limit:			
A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)			81,582,885
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)			310,913
C.	Local Property taxes			48,078,504
D.	Estimated excess Debt Service taxes			0
E.	Estimated Parcel taxes, Square Foot taxes, etc.			0
F.	Interest on proceeds of taxes			39,749
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates			646,598
H.	2014-2015 Appropriations Subject to Limit			\$129,365,453

4.2 (33)

For Actual Year: 2013-2014

Budget Year: 2014-2015

General Fund

Description	Object Code	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100	19,017		11,404,930	9,804,468	11,423,947	9,804,468
State Revenues	8600	85,723,525	88,196,454	13,490,511	21,788,097	99,214,036	109,984,551
Local Revenues	8800	57,582,708	57,884,904	2,433,771	3,011,918	60,016,479	60,896,822
<b>Total Revenues</b>		143,325,250	146,081,358	27,329,212	34,604,483	170,654,462	180,685,841
<b>EXPENDITURES:</b>							
Academic Salaries	1000	59,997,871	56,895,053	5,738,462	6,615,284	65,736,333	63,510,337
Classified Salaries	2000	29,140,022	31,646,329	9,008,225	9,851,978	38,148,247	41,498,307
Employee Benefits	3000	34,206,977	38,732,403	4,055,283	5,064,806	38,262,260	43,797,209
Supplies and Materials	4000	805,145	1,145,799	1,522,783	2,533,796	2,327,928	3,679,595
Other Operating Expenses and Services	5000	16,438,216	18,067,664	3,892,781	9,947,615	20,330,997	28,015,279
Capital Outlay	6000	3,907,896	1,328,791	1,484,164	1,273,160	5,392,060	2,601,951
<b>Total Expenditures</b>		144,496,127	147,816,039	25,701,698	35,286,639	170,197,825	183,102,678
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		(1,170,877)	(1,734,681)	1,627,514	(682,156)	456,637	(2,416,837)
<b>Other Financing Sources</b>	8900	100,667	5,000			100,667	5,000
<b>Other Outgo</b>	7000	9,296,288	1,100,000	726,127	793,273	10,022,415	1,893,273
<b>Net Increase/(Decrease) in Fund Balance</b>		(10,366,498)	(2,829,681)	901,387	(1,475,429)	(9,465,111)	(4,305,110)
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	9010	37,633,190	27,266,692	1,435,844	2,337,231	39,069,034	29,603,923
Prior Years Adjustments	9020					0	
Adjusted Beginning Balance	9030	37,633,190		1,435,844		39,069,034	
<b>Ending Fund Balance, June 30</b>		27,266,692	24,437,011	2,337,231	861,802	29,603,923	25,298,813

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2013-2014

Budget Year: 2014-2015

DEBT SERVICE FUNDS

Description	Object Code	Fund: 21		Fund: 22		Fund: 29	
		BOND INTEREST AND REDEMPTION FUND		REVENUE BOND INTEREST AND REDEMPTION FUND		OTHER DEBT SERVICE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600	145,626					
Local Revenues	8800	20,560,608	19,810,400				
<b>Total Revenues</b>		20,706,234	19,810,400	0	0	0	0
Other Financing Sources	8900						
Interfund Transfers In	8981						
Other Incoming Transfers	8983	1,183,700					
<b>Total Other Financing Sources</b>		1,183,700	0	0	0	0	0
Other Outgo	7000						
Debt Retirement (Long Term Debt)	7100						
Debt Reduction	7110	8,348,880	8,139,758				
Debt Interest and Other Service Charges	7120	12,035,586	12,897,156				
Transfers Outgoing	7300 & 7400	1,183,700					
Reserve for Contingencies	7900						
<b>Total Other Outgo</b>	7000	21,568,166	21,036,914	0	0	0	0
<b>Net Other Financing Sources / (Other Outgo)</b>	8900 & 7000	(20,384,466)	(21,036,914)	0	0	0	0
<b>Net Increase/Decrease in Fund Balance</b>		321,768	(1,226,514)	0	0	0	0
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	9010	15,743,779	16,065,547		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	15,743,779		0		0	
<b>Ending Fund Balance, June 30</b>		16,065,547	14,839,033	0	0	0	0

For Actual Year: 2013-2014

Budget Year: 2014-2015

Special Revenue Funds

Description	Object	FUND: 31		FUND 32		FUND 33	
	Code	BOOKSTORE FUND		CAFETERIA FUND		CHILD DEVELOPMENT FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100					2,073,871	1,423,752
State Revenues	8600					2,967,395	3,068,353
Local Revenues	8800	7,101,980	7,166,007			512,601	551,004
<b>Total Income</b>		7,101,980	7,166,007	0	0	5,553,867	5,043,109
<b>Expenditures</b>							
Academic Salaries	1000					2,257,621	1,881,272
Classified Salaries	2000	912,976	992,875			1,315,593	1,326,087
Employee Benefits	3000	363,974	322,830			1,430,342	1,278,352
Supplies and Materials	4000	4,970,215	5,222,480			236,650	184,941
Other Operating Expenses and Services	5000	192,165	321,032			598,731	600,845
Capital Outlay	6000	82,054	88,815			45,862	6,300
<b>Total Expenditures</b>		6,521,384	6,948,032	0	0	5,884,799	5,277,797
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		580,596	217,975	0	0	(330,932)	(234,688)
<b>Other Financing Sources</b>	8900					337,238	350,000
<b>Other Outgo</b>	7000	39,000	24,000			6,306	115,312
<b>Net Increase/(Decrease) in Fund Balance</b>		541,596	193,975	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	3,651,179	4,192,775		0	0	0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	3,651,179		0		0	
<b>Ending Fund Balance, June 30</b>		4,192,775	4,386,750	0	0	0	0

For Actual Year: 2013-2014

Budget Year: 2014-2015

Special Revenue Funds

Description	Object	FUND: 34		FUND 35		FUND 39	
	Code	FARM OPERATION FUND		REVENUE BOND PROJECT FUND		OTHER SPECIAL REVENUE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800						
<b>Total Income</b>		0	0	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	0	0	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0

For Actual Year: 2013-2014

Budget Year: 2014-2015

Capital Projects Funds

Description	Object	FUND: 41		FUND 42	
	Code	CAPITAL QUTLAY PROJECTS FUND		REVENUE BOND CONSTRUCTION FUND	
		Actual	Budget	Actual	Budget
<b>REVENUES:</b>					
Federal Revenues	8100				
State Revenues	8600	861,256	4,029,468		
Local Revenues	8800	2,671,993	2,547,990	124,968	262,194
<b>Total Income</b>		3,533,249	6,577,458	124,968	262,194
<b>Expenditures</b>					
Academic Salaries	1000	(26)			
Classified Salaries	2000				
Employee Benefits	3000	(6)			
Supplies and Materials	4000				
Other Operating Expenses and Services	5000	162,873	334,062	30,439	111,200
Capital Outlay	6000	4,208,436	19,515,336	27,289,387	216,513,835
<b>Total Expenditures</b>		4,371,277	19,849,398	27,319,826	216,625,035
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		(838,028)	(13,271,940)	(27,194,858)	(216,362,841)
<b>Other Financing Sources</b>	8900	8,920,000	750,000		198,000,000
<b>Other Outgo</b>	7000				
<b>Net Increase/(Decrease) in Fund Balance</b>		8,081,972	(12,521,940)	(27,194,858)	(18,362,841)
<b>Beginning Fund Balance:</b>					
Net Beginning Balance, July 1	9010	26,672,852	34,754,824	45,667,699	18,472,841
Prior Years Adjustments	9020				
Adjusted Beginning Balance	9030	26,672,852		45,667,699	
<b>Ending Fund Balance, June 30</b>		34,754,824	22,232,884	18,472,841	110,000

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2013-2014

Budget Year: 2014-2015

Enterprise Funds

Description	Object	FUND: 51		FUND 52		FUND 53	
	Code	BOOKSTORE FUND		CAFETERIA FUND		FARM OPERATIONS	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Local Revenues	8800						
Other Financing Sources	8900						
<b>Total Income</b>		0	0	0	0	0	0
<b>Cost of Sales</b>	5890						
<b>Gross Profit or Loss</b>		0	0	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	0	0
<b>Net Profit or Loss</b>		0	0	0	0	0	0
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0



REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2013-2014

Budget Year: 2014-2015

Enterprise Funds

Description	Object	FUND: 59					
	Code	OTHER ENTERPRISE FUND					
		Actual	Budget				
<b>REVENUES:</b>							
Local Revenues	8800						
Other Financing Sources	8900						
<b>Total Income</b>		0	0				
<b>Cost of Sales</b>	5890						
<b>Gross Profit or Loss</b>		0	0				
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0				
<b>Net Profit or Loss</b>		0	0				
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0				
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0				
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0					
<b>Ending Fund Balance, June 30</b>		0	0				

For Actual Year: 2013-2014

Budget Year: 2014-2015

Internal Service Funds

Description	Object	FUND: 61		FUND 69			
	Code	SELF-INSURANCE FUND		OTHER INTERNAL SERVICES FUND			
		Actual	Budget	Actual	Budget		
<b>REVENUES:</b>							
Local Revenues	8800	4,365,922	4,462,225	8,785,536	8,300,355		
Other Financing Sources	8900						
<b>Total Income</b>		4,365,922	4,462,225	8,785,536	8,300,355		
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000	158,024	158,024				
Employee Benefits	3000	79,998	80,968	8,350,167	8,350,167		
Supplies and Materials	4000	898	7,889				
Other Operating Expenses and Services	5000	2,659,278	4,168,522	28,174	30,000		
Capital Outlay	6000	3,192	44,750				
<b>Total Expenditures</b>		2,901,390	4,460,153	8,378,341	8,380,167		
<b>Net Profit or Loss</b>		1,464,532	2,072	407,195	(79,812)		
<b>Other Outgo</b>	7000	94,565					
<b>Net Increase/(Decrease) in Fund Balance</b>		1,369,967	2,072	407,195	(79,812)		
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	7,541,709	8,911,676	(13,334,340)	(12,927,145)		
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	7,541,709		(13,334,340)			
<b>Ending Fund Balance, June 30</b>		8,911,676	8,913,748	(12,927,145)	(13,006,957)		

For Actual Year: 2013-2014

Budget Year: 2014-2015

**Fiduciary Funds Group**

Description	Object	FUND: 71		FUND 72		FUND 73	
	Code	ASSOCIATED STUDENTS TRUST FUND	REPRESENTATION FEE TRUST FUND	Actual	Budget	Actual	Budget
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800	96,679	198,000	21,332	63,000		
<b>Total Income</b>		96,679	198,000	21,332	63,000	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000	10,263	12,000				
Employee Benefits	3000	565	500				
Supplies and Materials	4000						
Other Operating Expenses and Services	5000	79,970	138,780	21,392	58,900		
Capital Outlay	6000						
<b>Total Expenditures</b>		90,798	151,280	21,392	58,900	0	0
<b>Excess/(Deficiency) of Revenues over Expenditures</b>		5,881	46,720	(60)	4,100	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		5,881	46,720	(60)	4,100	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	313,236	319,117	34,496	34,436		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	313,236		34,496		0	
<b>Ending Fund Balance, June 30</b>		319,117	365,837	34,436	38,536	0	0

For Actual Year: 2013-2014

Budget Year: 2014-2015

**Fiduciary Funds Group**

Description	Object	FUND: 74		FUND 75		FUND 76	
	Code	FINANCIAL AID TRUST FUND		SCHOLARSHIP & LOAN TRUST FUND		INVESTMENT TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100	23,488,975	26,630,464				
State Revenues	8600	1,783,733	1,896,350				
Local Revenues	8800	13,901	18,822				
<b>Total Income</b>		25,286,609	28,545,636	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000	35,525	50,079				
Capital Outlay	6000						
<b>Total Expenditures</b>		35,525	50,079	0	0	0	0
<b>Excess/(Deficiency) of Revenues over Expenditures</b>		25,251,084	28,495,557	0	0	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000	25,274,924	28,543,814				
<b>Net Increase/(Decrease) in Fund Balance</b>		(23,840)	(48,257)	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	1,324,165	1,300,325		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	1,324,165		0		0	
<b>Ending Fund Balance, June 30</b>		1,300,325	1,252,068	0	0	0	0

For Actual Year: 2013-2014

Budget Year: 2014-2015

**Fiduciary Funds Group**

Description	Object	FUND: 77		FUND 79	
	Code	DEFERRED COMPENSATION TRUST FUND		OTHER TRUST FUNDS	
		Actual	Budget	Actual	Budget
<b>REVENUES:</b>					
Federal Revenues	8100				
State Revenues	8600				
Local Revenues	8800			2,019,338	2,350,100
<b>Total Income</b>		0	0	2,019,338	2,350,100
<b>Expenditures</b>					
Academic Salaries	1000				
Classified Salaries	2000			568,239	576,254
Employee Benefits	3000			151,309	146,965
Supplies and Materials	4000			63,818	37,559
Other Operating Expenses and Services	5000			929,360	956,152
Capital Outlay	6000			122,136	136,000
<b>Total Expenditures</b>		0	0	1,834,862	1,852,930
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	184,476	497,170
<b>Other Financing Sources</b>	8900			39,000	24,000
<b>Other Outgo</b>	7000				
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	223,476	521,170
<b>Beginning Fund Balance:</b>					
Net Beginning Balance, July 1	9010		0	1,246,964	1,470,420
Prior Years Adjustments	9020			(20)	
Adjusted Beginning Balance	9030	0		1,246,944	
<b>Ending Fund Balance, June 30</b>		0	0	1,470,420	1,991,590

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2013-2014

District ID: 870

Name: RANCHO SANTIAGO

Fund Number In	Fund Name	Fund Number Out	Fund Name	Amount Transferred
33	CHILD DEVELOPMENT FUND	11	UNRESTRICTED SUBFUND	337,238
41	CAPITAL OUTLAY PROJECTS FUND	11	UNRESTRICTED SUBFUND	8,920,000
79	OTHER TRUST FUNDS	31	BOOKSTORE FUND	39,000
11	UNRESTRICTED SUBFUND	61	SELF-INSURANCE FUND	94,565

For Actual Year: 2013-2014

Budget Year: 2014-2015

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010					441,121	
Adjustments	9020						
Adjusted Beginning Balance	9030		0			441,121	
Actual Fiscal Year Data							
State Lottery Proceeds:	8681		3,758,209			1,025,499	
		Instructional & Institutional Unrestricted				Instructional Materials Propostition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
<b>Expenditures</b>							
Academic Salaries	1000				0		0
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
<b>Supplies &amp; Materials</b>							
Software	4100				0	25,577	25,577
Books, Magazines, & Periodicals	4200				0	19,985	19,985
Instructional Supplies & Materials	4300				0	617,595	617,595
Noninstructional Supplies & Mtrls	4400				0		0
<b>Total Supplies and Materials</b>		0	0	0	0	663,157	663,157
Other Operating Expenses and Services	5000		3,758,209		3,758,209	94,999	3,853,208
<b>Capital Outlay</b>							
Library Books	6300				0	20,989	20,989
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
<b>Total Capital Outlay</b>		0	0	0	0	20,989	20,989
Other Outgo	7000				0		0
<b>Total Expenditures</b>		0	3,758,209	0	3,758,209	779,145	4,537,354
<b>Ending Balance</b>					0	687,475	687,475

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010					687,475	
Adjustments	9020						
Adjusted Beginning Balance	9030		0			687,475	
Budget Fiscal Year Data							
State Lottery Proceeds:	8681		3,720,335			988,214	
		Instructional & Institutional Unrestricted				Instructional Materials Proposition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
<b>Expenditures</b>							
Academic Salaries	1000				0		0
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
<b>Supplies &amp; Materials</b>	4000						
Software	4100				0	12,795	12,795
Books, Magazines, & Periodicals	4200				0	21,346	21,346
Instructional Supplies & Materials	4300				0	1,487,376	1,487,376
Noninstructional Supplies & Mtrls	4400				0		0
<b>Total Supplies and Materials</b>		0	0	0	0	1,521,517	1,521,517
Other Operating Expenses and Services	5000		3,720,335		3,720,335	132,604	3,852,939
Capital Outlay	6000						
Library Books	6300				0	21,568	21,568
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
<b>Total Capital Outlay</b>		0	0	0	0	21,568	21,568
Other Outgo	7000				0		0
<b>Total Expenditures</b>		0	3,720,335	0	3,720,335	1,675,689	5,396,024
<b>Ending Balance</b>					0	0	

4.2 (47)



Annual Financial and Budget Report

For Actual Year: 2013-2014

District ID: 870

Name: RANCHO SANTIAGO

<b>EPA Revenue</b>	20,419,045
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Activity Classification	Activity Code	Salaries and Benefits	Operating Expenses	Capital Outlay	Total
		(Obj 1000-3000)	(Obj 4000-5000)	(Obj 6000)	
Instructional Activities	0100-5900	20,419,045	0	0	20,419,045
<b>TOTAL</b>		20,419,045	0	0	20,419,045

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Adoption of Resolution No. 14-27 authorizing the issuance and sale of Santa Ana College SFID No. 1 Series A General Obligation Bonds in an amount not to exceed \$71 million	
Action:	Request for Approval	

**BACKGROUND**

Measure Q was passed by voters in November 2012. Planning for the Santa Ana College projects funded by Measure Q has been occurring since the passage of Measure Q. The district plans to issue the first general obligation bonds authorized by Measure Q (Series A), in the not to exceed amount of \$71 million, in October 2014 to fund the first sequence of projects at Santa Ana College.

**ANALYSIS**

Resolution 14-27 authorizes the issuance and sale of Measure Q Series A bonds, in an amount not to exceed \$71 million, of the Santa Ana College Facilities Improvement District No. 1 of the Rancho Santiago Community College District.

Attached are copies of the following documents:

1. Resolution No. 14-27 Authorizing Issuance and Sale of Bonds
2. Contract of Purchase with the Underwriter -draft
3. Preliminary Official Statement (POS) – draft

These documents have been reviewed and prepared by bond counsel Lisalee Wells of Nixon Peabody. The Contract Purchase agreement and Official Statement (OS) will be completed and executed upon bond pricing and sale.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution No. 14-27 authorizing the issuance and sale of Santa Ana College SFID No. 1 Series A bonds in an amount not to exceed \$71 million and supporting documents as presented.

Fiscal Impact:	Not applicable	Board Date: September 22, 2014
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	

**Resolution No. 14-27**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ACTING AS THE  
LEGISLATIVE BODY FOR SANTA ANA COLLEGE IMPROVEMENT DISTRICT  
NO. 1 OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT,  
AUTHORIZING THE ISSUANCE AND SALE OF  
SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF RANCHO  
SANTIAGO COMMUNITY COLLEGE DISTRICT GENERAL OBLIGATION BONDS,  
ELECTION OF 2012, 2014 SERIES A, IN AN AGGREGATE PRINCIPAL AMOUNT  
NOT TO EXCEED \$71,000,000, AND APPROVING CERTAIN OTHER MATTERS  
RELATING TO THE BONDS**

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**RESOLUTION NO. 14-27 OF THE BOARD OF TRUSTEES  
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ACTING AS THE  
LEGISLATIVE BODY FOR SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO.  
1 OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT,  
AUTHORIZING THE ISSUANCE AND SALE OF SANTA ANA COLLEGE  
IMPROVEMENT DISTRICT NO. 1 OF RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2012, 2014  
SERIES A, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED  
\$71,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATING TO THE  
BONDS**

---

**WHEREAS**, the Rancho Santiago Community College District (the “**College District**”) is a community college district organized and operating within the County of Orange (the “**County**”) pursuant to the laws of the State of California (the “**State**”), including, but not limited to, the State Constitution and the California Education Code (the “**Education Code**”); and

**WHEREAS**, the College District has, pursuant to Chapter 2 of Part 10 of the Education Code, commencing with Section 15300, formed Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District (the “**Improvement District**”) pursuant to State law (“**Formation Proceedings**”) to include a certain specified portion of the territory within the College District, as shown on maps on file with the Recorder of the County; and

**WHEREAS**, a duly called election was held in the Improvement District on November 6, 2012 (the “**2012 Election**”), and thereafter canvassed pursuant to law; and

**WHEREAS**, at the 2012 Election, there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the Improvement District a question as to the issuance and sale of general obligation bonds of the Improvement District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$198,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the Improvement District (the “**Authorization**”); and

**WHEREAS**, at this meeting, the Board of Trustees of the College District (the “**Governing Board**”), acting as the legislative body for the Improvement District, has now determined that the College District has a requirement for the construction, improvement, furnishing and equipping of certain of its public facilities, as provided for in the Authorization (collectively, the “**Projects**”) and desires to issue General Obligation Bonds, 2012 Election, 2014 Series A (the “**Bonds**”) of the Improvement District; and

**WHEREAS**, this Governing Board has determined that it is desirable to sell the Bonds pursuant to a negotiated underwriting to Piper Jaffray & Co., as underwriter (the “**Underwriter**”) pursuant to a Contract of Purchase (as defined herein), a form of which has been submitted to this meeting of the Governing Board and is on file with the Clerk of the Governing Board (the “**Clerk**”); and

**WHEREAS**, a form of the preliminary official statement (the “**Preliminary Official Statement**”) relating to the Bonds has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

**WHEREAS**, a form of continuing disclosure undertaking (the “**Continuing Disclosure Undertaking**”), attached as Appendix D to the Preliminary Official Statement, has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

**WHEREAS**, this Governing Board desires that the Treasurer and Tax Collector of the County (the “**Treasurer**”) should levy and collect an *ad valorem* property tax on all taxable property within the Improvement District sufficient to provide for payment of the Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller of the County (the “**Auditor-Controller**”), the Treasurer and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such tax and payment of the Bonds; and

**WHEREAS**, all acts, conditions and other matters required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the Improvement District, and the indebtedness of the Improvement District, including this proposed issue of the Bonds, is within all limits prescribed by law;

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Governing Board of the College District, acting as the legislative body for the Improvement District, as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the Recitals hereto. Additionally, the following terms shall for all purposes of this Resolution have the following meanings:

“Authorized Investments” shall mean legal investments authorized by Section 53601 of the Government Code of the State of California.

“Authorized Officer” and “Authorized Officers” shall mean the officers of the College District, including the Chancellor, the Vice Chancellor, Business Operations and Fiscal Services and their authorized representatives, and the President and Clerk of the Governing Board.

“Authorizing Law” shall mean, collectively, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code; and (iii) Article XIII A of the California Constitution.

“Board of Supervisors” shall mean the Board of Supervisors of the County.

“Bond Counsel” shall mean Nixon Peabody LLP or any other firm that is a nationally recognized bond counsel firm.

“Bond Register” shall mean the books referred to in Section 15 of this Resolution.

“Building Fund” shall mean the Building Fund of the Improvement District, established at the direction of the College District and administered by the County Office of Education.

“Business Day” shall mean a day which is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

“Chancellor” shall mean the Chancellor of the College District.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Contract of Purchase” shall mean the Contract of Purchase by and between the College District, on behalf of the Improvement District, and the Underwriter relating to the Bonds.

“Costs of Issuance” shall mean all of the authorized costs of issuing the Bonds as described in the Authorizing Law, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Preliminary Official Statement and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; rating agency fees; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing, including the fees and expenses of Bond Counsel; the fees and expenses of the Financial Advisor; the fees and expenses of the Paying Agent; fees for credit enhancement (if any) relating to the Bonds; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the College District.

“County” shall mean Orange County, California.

“County Office of Education” shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform the operational and disbursement functions hereunder.

“Debt Service” shall have the meaning given to that term in Section 17 of this Resolution.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 17 of this Resolution.

“Depository” shall mean DTC and its successors and assigns or if (a) the then-acting Depository resigns from its functions as securities depository for the Bonds, or (b) the College District discontinues use of the Depository pursuant to this Resolution, any other securities depository which agrees to follow procedures required to be followed by a securities depository in connection with the Bonds.

“DTC” shall mean The Depository Trust Company, and its successors and assigns.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, currently located at <http://emma.msrb.org>.



“Excess Earnings Fund” shall mean the Excess Earnings Fund established pursuant to Section 19 of this Resolution.

“Financial Advisor” shall mean Dolinka Group, LLC.

“Fiscal Year” shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year selected by the College District.

“Information Services” shall mean EMMA and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the College District may designate in a certificate of the College District, acting on behalf of the Improvement District, delivered to the Paying Agent.

“Interest Payment Date” shall mean with respect to any Bond, February 1 and August 1 in each year, commencing on February 1, 2015, or as otherwise specified in the Contract of Purchase.

“Moody’s” shall mean Moody’s Investors Service, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the College District.

“MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive the reports described in the Continuing Disclosure Undertaking. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA.

“Nominee” shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

“Nonarbitrage Certificate” shall mean the Tax and Nonarbitrage Certificate of the College District and the Improvement District delivered in connection with the issuance of the Bonds.

“Official Statement” shall mean the final official statement of the College District describing the Bonds.

“Outstanding,” when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 13 hereof;

- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 42 of this Resolution.

“Owner” shall mean the registered owner, as indicated in the Bond Register, of any Bond.

“Participant” shall mean a member of or participant in the Depository.

“Paying Agent” shall mean the paying agent designated pursuant to Section 31 hereof.

“Pledged Moneys” shall have the meaning given to that term in Section 18 of this Resolution.

“Principal” or “Principal Amount” shall mean, as of any date of calculation, with respect to any Bond, the principal amount thereof.

“Projects” shall include the capital improvements further described in Section 7 of this Resolution and delineated in the ballot presented to and approved by the voters of the Improvement District at the 2012 Election.

“Project Costs” shall mean all of the expenses of and incidental to the construction, acquisition, equipping or furnishing of the Projects to be funded with the proceeds of the Bonds.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

“Regulations” shall mean the regulations of the United States Department of the Treasury proposed or promulgated under Sections 103 and 141 through 150 of the Code which by their terms are effective with respect to the Bonds and similar Treasury Regulations to the extent not inconsistent with Sections 103 and 141 through 150 of the Code, including regulations promulgated under Section 103 of the Internal Revenue Code of 1954, as amended.

“S&P” shall mean Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the College District.

“Securities Depositories” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Facsimile transmission: (212) 785-9681, (212) 855-3215, and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the College District may designate in a certificate delivered to the Paying Agent.

“State” shall mean the State of California.

“Supplemental Resolution” shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the College District in accordance with Section 39 or Section 40 hereof.

“Transfer Amount” shall mean, with respect to any Bond, the aggregate Principal Amount thereof.

“Underwriter” shall mean Piper Jaffray & Co.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the College District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 5. Approval of Documents; Determination of Method of Sale and Terms of Bonds.

(a) The Authorized Officers, in consultation with Bond Counsel and the other officers of the College District are, and each of them acting alone is, hereby authorized and directed to issue and deliver the Bonds and to establish the initial aggregate principal amount thereof; provided, however, that such initial aggregate principal amount shall not exceed \$71,000,000.

(b) The form of the Contract of Purchase is hereby approved. The Authorized Officers are, and each of them acting alone is, authorized and directed to execute and deliver the Contract of Purchase to the Underwriter for and in the name and on behalf of the Improvement District, with such additions, changes or corrections therein as the Authorized Officer executing the same on behalf of the Improvement District may approve, in his or her discretion, as being in the best interests of the Improvement District including, without limitation (i) such changes as are necessary to reflect the final terms of the Bonds to the extent such terms differ from those set forth in this Resolution, such approval to be conclusively evidenced by such Authorized Officer’s execution thereof and (ii) any other documents required to be executed thereunder. The Authorized Officers are, and each of them acting alone is, hereby authorized to negotiate with the Underwriter the terms, maturities, interest rates and series of the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an

Underwriter's discount of not more than 0.65% (not including original issue discount and any costs of issuance paid by the Underwriter) of the Principal amount thereof. The interest rate on the Bonds shall not exceed the maximum allowed under law. All Principal of the Bonds shall be payable within 30 years of the date of issuance of the Bonds.

(c) The form of the Continuing Disclosure Undertaking is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute and deliver the Continuing Disclosure Undertaking on behalf of the College District, with such changes therein as the Authorized Officer executing the same on behalf of the College District may approve, in his or her discretion, as being in the best interests of the College District, such approval to be conclusively evidenced by such Authorized Officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Underwriter. The College District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the College District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default and shall not be deemed to create any monetary liability on the part of the College District to any other persons, including Owners of the Bonds.

(d) The form of the Preliminary Official Statement is hereby approved. This Governing Board also hereby authorizes the use and distribution of: (a) the Preliminary Official Statement with such changes as the Authorized Officer executing the certificate described below may approve, such approval to be conclusively evidenced by such Authorized Officer's execution of such certificate; and (b) an Official Statement in substantially the form of the Preliminary Official Statement with such changes as may be necessary or desirable in connection with the sale of the Bonds as determined by the Authorized Officer executing the Official Statement, such determination to be conclusively evidenced by the execution and delivery of the Official Statement by such Authorized Officer; and (c) any amendments or supplements to the Preliminary Official Statement or the Official Statement which an Authorized Officer may deem necessary or desirable, such determination to be conclusively evidenced by the execution of such amendment or supplement or of a certificate as described below by such Authorized Officer. The Authorized Officers are, and each of them acting alone hereby is, authorized to approve such additions, deletions or changes to the Preliminary Official Statement and Official Statement, as are necessary or desirable to effect the purposes of this Resolution and to comply with applicable laws and to deliver copies of the Preliminary Official Statement and the Official Statement. The Authorized Officers also are, and each of them acting alone hereby is, authorized to determine whether any Preliminary Official Statement and/or Official Statement shall be used in connection with the sale of the Bonds. Upon approval of the Preliminary Official Statement by such Authorized Officer as evidenced by execution of a certificate substantially in the form of Exhibit B attached hereto and by this reference incorporated herein, with such changes as may be necessary or desirable, the Preliminary Official Statement shall be deemed final as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

(e) This Governing Board also hereby authorizes the preparation of a paying agent agreement in connection with the Bonds, in such form as shall be determined by an

Authorized Officer, such determination to be conclusively evidenced by the execution and delivery of the paying agent agreement by such Authorized Officer.

SECTION 6. Authorization of Officers. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute any and all documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

SECTION 7. Use of Bond Proceeds. The proceeds of the Bonds shall be used for (a) the financing of the acquisition, construction, furnishing and equipping of facilities for some or all of the Projects authorized at the 2012 Election, the bond proposition and project list approved at which shall be incorporated herein by this reference as though fully set forth in this Resolution; and (b) the payment of the Costs of Issuance of the Bonds.

SECTION 8. Designation and Form; Payment.

(a) An issue of Bonds in one or more series entitled to the benefit, protection and security of this Resolution is hereby authorized in an aggregate principal amount not to exceed \$71,000,000. Such Bonds shall be general obligations of the College District and the Improvement District, payable as to Principal, premium, if any, and interest from *ad valorem* taxes to be levied upon all of the taxable property in the Improvement District. The Bonds shall be designated the “Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, 2012 Election, 2014 Series A.” The Bonds may be issued as current interest bonds, may be issued as serial bonds or term bonds, and shall be subject to redemption as set forth in the Contract of Purchase, subject to the provisions of this Resolution.

(b) The form of the Bonds shall be substantially in conformity with the standard form of registered bonds, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, with such changes as are necessary to reflect the final terms of the Bonds.

(c) Principal, premium, if any, and interest with respect to any Bond are payable in lawful money of the United States of America. Principal and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 9. Description of the Bonds.

(a) The Bonds shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be dated and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Contract of Purchase.

(b) Interest on each Bond, if any, shall accrue from its dated date as set forth in the Contract of Purchase. Interest on the Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date. Interest with respect to each Bond

will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest thereon shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any Bond, interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 aggregate principal amount or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 10. Tax Covenants. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, this Governing Board hereby covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended. In furtherance of these covenants, the College District and the Improvement District agree to comply with the covenants contained in the Nonarbitrage Certificate. The College District hereby agrees to deliver instructions to the Paying Agent as may be necessary in order to comply with the Nonarbitrage Certificate.

SECTION 11. Book-Entry System.

(a) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Separate Bonds may be issued to represent Bonds maturing in the same years, if any.

Upon initial issuance, the ownership of each such global Bond shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond shall bear a legend describing restrictions on transfer, as may be prescribed by the Depository.

With respect to Bonds registered in the Bond Register in the name of the Nominee, the College District and the Improvement District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the College District and the Improvement District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, beneficial owner or any other

person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice (as defined in Section 27 below), (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, beneficial owner or any other person, other than the Depository, of any amount with respect to Principal of, premium, if any, and interest on the Bonds. The Improvement District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the College District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word Nominee in this Resolution shall refer to such new nominee of the Depository.

(b) In order to qualify the Bonds for the Depository's book-entry system, the College District is hereby authorized to execute and deliver to such Depository a letter from the College District representing such matters as shall be necessary to so qualify the Bonds (the "**Representation Letter**"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of subsection (a) hereof or in any other way impose upon the College District any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register. In addition to the execution and delivery of the Representation Letter, the College District, and its deputies and designees, are hereby authorized to take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository's book-entry program.

(c) If at any time the Depository notifies the College District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the College District within 90 days after the College District receives notice or become aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the College District shall cause the issuance of bonds representing the Bonds as provided below. In addition, the College District may determine at any time that the Bonds shall no longer be lodged with a Depository and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event the College District shall cause the execution and delivery of certificated securities representing the Bonds as provided below. Bonds issued in exchange for global bonds pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the College District. The College District

shall cause delivery of such certificated securities representing the Bonds to the persons in whose names such Bonds are so registered.

If the College District determines to replace the Depository with another qualified securities depository, the College District shall prepare or cause to be prepared a new fully registered global bond for each of the maturities of Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the College District and such securities depository and not inconsistent with the terms of this Resolution.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(e) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

#### SECTION 12. Execution of the Bonds.

(a) The Bonds shall be executed by the facsimile or manual signature of the President of the Governing Board, and countersigned by the facsimile or manual signature of the Clerk of the Governing Board. In case any one or more of the Authorized Officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the College District, such Bonds may, nevertheless, be issued, as herein provided, as if the Authorized Officers who signed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed on behalf of the College District by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the College District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

(b) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 13. Transfer and Exchange. The registration of any Bond may be transferred upon the Bond Register upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in one of the Exhibits hereto, duly executed by the Owner or his duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Principal



Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute owner of such Bond, whether the Principal, premium, if any, or interest with respect to such Bond shall be overdue or not, for the purpose of receiving payment of Principal, premium, if any, and interest with respect to such Bond and for all other purposes, and any such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the College District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like tenor, maturity or Principal Amount. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 14. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Transfer Amount and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur, the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Transfer Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the College District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 15. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books. While the Bonds are held in the book-entry system, the Paying Agent is not required to keep the Bond Register.

SECTION 16. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be transferred to the General Fund of the College District; provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first-class mail, postage prepaid, not less than 90 days prior to the date of such payment to the effect that said money has not been claimed and that after a date named therein any unclaimed balance of said money then remaining will be transferred to the General Fund of the College District. Thereafter, the Owners of such Bonds shall look only to the General Fund of the College District for payment of such Bonds.

SECTION 17. Application of Proceeds.

(a) Upon the sale of the Bonds and at the further written instruction of an Authorized Officer, the Treasurer is hereby directed to apply or deposit a portion of the net proceeds thereof, exclusive of accrued interest and any original issue premium, into the Building Fund. The College District shall, from time to time, disburse or cause to be disbursed amounts from the Building Fund to pay Project Costs. Amounts in the Building Fund shall be invested so as to be available for the aforementioned disbursements. The College District shall keep a written record of disbursements from the Building Fund.

(b) Accrued interest, if any, and except as shall otherwise be directed by the College District in accordance with applicable law, any original issue premium received by the College District from the sale of the Bonds, shall be kept separate and apart in the fund hereby created and established and to be designated as the “Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District Election of 2012, 2014 Series A General Obligation Bonds Debt Service Fund” (the “**Debt Service Fund**”) and used only for payment of Principal of and interest on the Bonds. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds. The Treasurer is directed to create any accounts and subaccounts in the Debt Service Fund as provided in the Nonarbitrage Certificate.

(c) All Pledged Moneys (defined below) shall be deposited upon collection by the County into the Debt Service Fund and used for the payment of the Principal of, premium, if any, and interest on the Bonds.

(d) On the Business Day immediately preceding each Interest Payment Date if the Paying Agent is not the Treasurer, and on the Interest Payment Date if the Paying Agent is the Treasurer, the College District shall transfer or cause to be transferred from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest on the Bonds coming due (collectively, “**Debt Service**”) on such payment date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

(e) The College District shall cause moneys to be transferred to the Excess Earnings Fund, to the extent needed to comply with the Nonarbitrage Certificate. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the General Fund of the College District subject to any conditions set forth in the Nonarbitrage Certificate.

(f) Certain proceeds of the Bonds may be applied to pay Costs of Issuance as provided in Section 20 below.

(g) Except as required to satisfy the requirements of Section 148(f) of the Code or to comply with the provisions of any Nonarbitrage Certificate, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal of and interest on the Bonds when due.

**SECTION 18. Payment of and Security for the Bonds.** There shall be levied on all the taxable property in the Improvement District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, which monies when collected will be placed in the Debt Service Fund of the Improvement District, which fund is irrevocably pledged for the payment of the Principal of and interest on the Bonds when and as the same fall due (the “**Pledged Moneys**”). The tax levy may include an allowance for a reasonably required reserve in accordance with the Nonarbitrage Certificate, established for the purpose of ensuring that the tax or assessment actually collected is sufficient to pay the annual debt service requirements on the Bonds due in such fiscal year. The College District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section, and Section 15140 of the Education Code and Section 53508.7 of the California Government Code.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal and interest on the Bonds when due.

**SECTION 19. Establishment and Application of Excess Earnings Fund.** There is hereby established in trust a special fund designated “Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District Election of 2012, 2014 Series A General Obligation Bonds Excess Earnings Fund” (the “**Excess Earnings Fund**”) which shall be held by the County Office of Education for the account of the Improvement District and which shall be kept separate and apart from all other funds and accounts held hereunder. The College District shall transfer, or cause to be transferred, moneys to the Excess Earnings Fund in

accordance with the provisions of the Nonarbitrage Certificate. Amounts on deposit in the Excess Earnings Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Nonarbitrage Certificate.

SECTION 20. Payment of Costs of Issuance. Proceeds of the sale of the Bonds necessary to pay certain costs of issuing the Bonds shall be deposited in the fund of the College District and the Improvement District known as the “Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District Election of 2012, 2014 Series A General Obligation Bonds Costs of Issuance Fund” (the “**Cost of Issuance Fund**”) and shall be kept separate and distinct from all other College District and Improvement District funds, and those proceeds shall be used solely for the purpose of paying Costs of Issuance of the Bonds. The Cost of Issuance Fund may be held and administered by the Paying Agent. Notwithstanding the foregoing, all or a portion of the costs of issuance may be paid by the Underwriter, by the Paying Agent or by a fiscal agent designated for such purpose. Any amounts retained for payment of Costs of Issuance and returned to the Improvement District pursuant to the Contract of Purchase shall be transferred to the Building Fund.

SECTION 21. Negotiated Sale/Method of Sale. The Bonds shall be sold by negotiated sale to the Underwriter inasmuch as: (i) such a sale will allow the College District and the Improvement District to integrate the sale of the Bonds with other public financings undertaken, or to be undertaken, by the College District and the Improvement District in order to fund its public education facilities; (ii) such a sale will allow the College District and the Improvement District to utilize the services of consultants who are familiar with the financial needs, status and plans of the College District and the Improvement District; and (iii) such a sale will allow the College District and the Improvement District to control the timing of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Bonds to such market and the generation of savings to the taxpayers of the College District and the Improvement District.

SECTION 22. Engagement of Consultants; Parameters of Sale. Nixon Peabody LLP has been selected as the College District’s bond and disclosure counsel, Piper Jaffray & Co. has been selected to act as Underwriter, and Dolinka Group, LLC has been selected as financial advisor with respect to the authorization, sale and issuance of the Bonds. The estimated costs of issuance associated with the sale of the Bonds are approximately 0.35% of the initial principal amount of the Bonds, which include bond and disclosure counsel fees, financial advisor fees, costs of printing the Official Statement, rating agency fees, Paying Agent fees and other related costs. In addition, the Underwriter’s discount, which is not included in the percentage above, shall not be greater than 0.65% of the par amount. An estimate of the itemized fees and expenses on file with the Chancellor.

SECTION 23. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the College District or the Improvement District, the Treasurer, the County Office of Education, or the Paying Agent, the College District may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 24. Request for Necessary County Actions. The Board of Supervisors, the Auditor-Controller, the Treasurer, and other officials of the County, are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of a property tax on all taxable property of the Improvement District sufficient to provide for payment of all Principal of, redemption premium, if any, and interest on the Bonds as the same shall become due and payable as necessary for the payment of the Bonds, and the Clerk of the Board is hereby authorized and directed to deliver certified copies of this Resolution to the Clerk of the Board of Supervisors of the County, the Auditor-Controller of the County, and the Treasurer. The Board hereby agrees to reimburse the County for any costs associated with the levy and collection of said tax, upon such documentation of said costs as the College District shall reasonably request.

SECTION 25. Redemption. The Bonds shall be subject to redemption as provided in the Contract of Purchase.

SECTION 26. Selection of Bonds for Redemption.

(a) Whenever provision is made in this Resolution or in the Contract of Purchase for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the College District given at least 60 days prior to the payment date designated for such redemption, shall select maturities of Bonds for redemption in the manner directed by the College District.

(b) Within a maturity, the Paying Agent shall select such Bonds for redemption as directed by the College District, or, in the absence of such direction, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(c) With respect to any Bonds designated as taxable Bonds by an Authorized Officer, if such Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of such Bonds, if less than all of such Bonds of a series and maturity are called for prior redemption, the particular Bonds or portions thereof to be redeemed shall be selected on a "Pro Rata Pass Through Distribution of Principal" basis in accordance with DTC procedures, provided that, so long as such Bonds are held in book-entry form, the selection for redemption of such Bonds shall be made in accordance with the operational arrangements of DTC then in effect that currently provide for adjustment of the principal by a factor provided by the Paying Agent pursuant to DTC operational arrangements. If the Paying Agent does not provide the necessary information and identify the redemption as on a "Pro Rata Pass Through Distribution of Principal" basis, such Bonds will be selected for redemption in accordance with DTC procedures by lot. It is the College District's intent that redemption allocations made by DTC, participants in DTC or such other intermediaries that may exist between the College District and the Beneficial Owners be made on a "Pro Rata Pass Through Distribution of Principal" basis as described above. In the event that such Bonds are no longer held by DTC or a successor securities depository, such Bonds shall be selected for redemption in the manner provided in the Contract of Purchase.

SECTION 27. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Contract of Purchase, the Paying Agent, upon written instruction from the College District given at least 60 days prior to the payment date designated for such redemption, shall give notice (each, a “**Redemption Notice**”) of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state (a) that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date, and (b) that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing on the Bond Register, and to the Information Services.

(b) In the event that the Bonds shall be no longer be held in book-entry-only form, at least 35 but not more than 45 days before the redemption date, such Redemption Notice shall be given (x) by (i) first class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories, and (y) (i) first class mail, postage prepaid, or (ii) overnight delivery service, to the Information Services.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

SECTION 28. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the College District and the Improvement District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 29. Conditional Redemption.

Any Redemption Notice given hereunder may be made conditional upon the satisfaction of certain conditions and may be rescinded by the College District at any time prior to the scheduled date of redemption by so notifying the Owners of affected Bonds and the Information Services.

SECTION 30. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in this Resolution and the Contract of Purchase, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution and the Contract of Purchase shall be cancelled upon surrender thereof and delivered to or upon the order of the College District. All or any portion of a Bond purchased by the College District shall be cancelled by the Paying Agent upon written notice by the College District given to the Paying Agent.

SECTION 31. Paying Agent; Appointment and Acceptance of Duties.

(a) Wells Fargo Bank, National Association is hereby appointed as the initial authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “**Paying Agent**”). All fees and expenses incurred for services of the Paying Agent, including its third-party agents, shall be the sole responsibility of the College District. The Paying Agent shall keep accurate records of all funds administered by it and all of the Bonds paid and discharged by it.

(b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of Principal of, premium, if any, and interest on the Bonds.

SECTION 32. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 33. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this

Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the College District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 34. Compensation. The College District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution, all of which may, pursuant to Education Code Section 15232, be paid from the County's annual levy of *ad valorem* taxes.

SECTION 35. Ownership of Bonds Permitted. The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 36. Resignation or Removal of Paying Agent and Appointment of Successor.

(a) The initially appointed Paying Agent may resign from service as Paying Agent at any time. Prior to such resignation a new Paying Agent shall be appointed by the College District in accordance with applicable law, which shall be the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$50,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the College District a written acceptance thereof. Resignation of the initial or a successor Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) Any Paying Agent appointed may resign from service as Paying Agent and may be removed at any time by the School District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, a new Paying Agent shall be appointed in accordance with applicable law, which shall be either the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$50,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the College District, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(c) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor. The College District shall promptly provide notice of the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent to the Owners of the Bonds by first class mail, postage prepaid, at their addresses appearing on the Bond Register.

SECTION 37. Investment of Certain Funds. Moneys held in all funds and accounts established hereunder shall be invested and reinvested in Authorized Investments to the



fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds and accounts, subject to any conditions in the Nonarbitrage Certificate. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book entry form on the books of the Department of Treasury of the United States. All investment earnings on amounts on deposit in the Debt Service Fund shall remain on deposit in such fund.

SECTION 38. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

SECTION 39. Supplemental Resolutions with Consent of Owners. This Resolution, and the rights and obligations of the College District and the Improvement District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the College District with the written consent of Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the College District and the Improvement District. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 40. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the College District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the College District in this Resolution, other covenants and agreements to be observed by the College District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the College District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

(d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or

(e) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not, in the opinion of Bond Counsel, adversely affect the interests of the Owners.

SECTION 41. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the College District or any officer or agent thereof from taking any action pursuant thereto.

SECTION 42. Discharge and Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

(i) by paying or causing to be paid the Principal, premium, if any, and interest on such Bonds, and when the same become due and payable;

(ii) by depositing with the Paying Agent, in trust, at or before maturity, cash which together with the amounts then on deposit in the Debt Service Fund (and the accounts therein other than amounts that are not available to pay Debt Service) together with the interest to accrue thereon without the need for further investment, is fully sufficient to pay such Bonds at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(iii) by depositing with an institution that meets the requirements of serving as successor Paying Agent pursuant to Section 36 selected by the College District, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series) or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge such Bonds at maturity or earlier redemption thereof, for which notice has been given or provided for, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the College District and the Paying Agent under this Resolution with respect to such Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of such Bonds all sums due thereon, and the obligation of the College District to pay to the Paying Agent amounts owing to the Paying Agent under Section 34 hereof.

SECTION 43. Approval of Actions; Miscellaneous.

(a) The Chancellor and the other officers of the College District are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds or otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The County, the Board of Supervisors, officers, agents, and employees shall not be responsible for any proceedings or the preparation or contents of any resolutions, certificates, statements, disclosures, notices, contracts, or other documents relating to the sale and issuance of the Bonds.

(c) The Principal of and interest and redemption premium (if any) on the Bonds shall not constitute debt or an obligation of the County, the Board of Supervisors, officers, agents, or employees, and the County, the Board of Supervisors, officers, agents, and employees thereof shall not be liable thereon. In no event shall the Principal of and interest and redemption premium (if any) on any Bond be payable out of any funds or property of the County.

(d) The Clerk shall send a certified copy of this Resolution, together with the final debt service schedule for the Bonds, to the Treasurer.

SECTION 44. Conflicts. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Contract of Purchase, the Contract of Purchase prevails to the extent of the inconsistency or conflict. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Nonarbitrage Certificate, the Nonarbitrage Certificate prevails to the extent of the inconsistency or conflict.

SECTION 45. Effective Date. This Resolution shall take effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this \_\_\_\_\_ day of September, 2014, by the Board of Trustees of the Rancho Santiago Community College District, at a regularly scheduled meeting held in Santa Ana, California, at a location freely accessible to the public, by the following roll-call vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, acting as legislative body for the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District**

By: \_\_\_\_\_  
President of the Board of Trustees  
of Rancho Santiago Community College  
District  
Jose Solorio

Attest:

By: \_\_\_\_\_  
Clerk of the Board of Trustees  
of Rancho Santiago Community College District  
Claudia C. Alvarez

**EXHIBIT A**

**FORM OF CURRENT INTEREST BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF RANCHO SANTIAGO  
COMMUNITY COLLEGE DISTRICT  
(COUNTY OF ORANGE, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2012, 2014 SERIES A**

\$ \_\_\_\_\_

No. \_\_\_\_\_

Interest Rate

Maturity Date

Dated Date

CUSIP

\_\_\_\_%

August 1, 20\_\_

Date of Delivery

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the "Improvement District") of the County of Orange (the "County"), State of California, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the Dated Date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the Interest Rate set forth above. Interest on this Bond is payable on February 1, 2015 and semiannually thereafter on the first day of February and August (each, an "Interest Payment Date") in each year to the registered owner hereof (the "Owner") from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from

such following Interest Payment Date, or unless this Bond is registered prior to the close of business on January 15, 2015, in which event it shall bear interest from its date; *provided, however*, that if at the time of registration of this Bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. The principal amount hereof is payable at the office of Wells Fargo Bank, National Association, as initial paying agent (the "Paying Agent"), in Los Angeles, California. The interest hereon is payable by check or draft mailed by first class mail to each Owner, at his address as it appears on the registration books kept by the Paying Agent as of the Record Date, or by wire transfer to any Owner of \$1,000,000 aggregate principal amount of Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date.

This Bond is issued by the College District under and in accordance with the provisions of (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code; (ii) applicable provisions of the Education Code of the State of California; and (iii) Article XIII A of the California Constitution, and pursuant to a resolution of the Board of Trustees of the College District adopted on September [\_\_], 2014 (the "Resolution"). Reference is hereby made to the Resolution, a copy of which is on file at the Rancho Santiago Community College District (the "College District"), for a description of the terms on which the Bonds are delivered, and the rights thereunder of the Owners of the Bonds and the rights and duties of the Paying Agent and the College District, to all of the provisions of which the Owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds were authorized by a vote of more than 55% of the qualified electors of the Improvement District voting on the proposition at a general election held therein to determine whether such Bonds should be issued.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the College District and the Improvement District, the County, the Paying Agent and the Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Resolution.

This Bond is a general obligation of the Improvement District, payable as to both principal and interest from *ad valorem* taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the Improvement District. Neither the payment of the principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

The Bonds maturing on or before August 1, 20\_\_ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or after August 1, 20\_\_ may be redeemed before maturity at the option of the College District, from any source of funds, on August 1, 20\_\_ or on any date thereafter as a whole, or in part. For the purposes of such selection, Bonds will be deemed to consist of \$5,000 portions by principal amount, and any such portion may be separately redeemed.

Bonds maturing on August 1, 20\_\_, are subject to mandatory sinking fund redemption on August 1 of each year, commencing August 1, 20\_\_, in the following principal amounts, at a redemption price of par, plus accrued interest to the redemption date:

Mandatory Sinking Fund Payment Date <u>(August 1)</u>	Mandatory Sinking <u>Fund Payment</u>
20__	\$
20__	
20__	
20__	

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the College District given at least 60 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the College District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. The portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

This Bond is issued in fully registered form. Registration of this Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The College District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

The rights and obligations of the College District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the College District with the written consent of owners of at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the College District and the Improvement District; *provided, however*, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, extend its maturity or the times for paying interest thereon or change the monetary medium in which the Principal and interest is payable, nor shall

any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the College District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the College District in the Resolution, other covenants and agreements to be observed by the College District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the College District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or (5) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the principal amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Act and that all of the proceedings of the Board of Trustees of the College District, acting as legislative body for the Improvement District, in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act, including the Constitution of the State of California, that the total bonded indebtedness of the Improvement District, including the issue of which this Bond is a part, does not exceed any limit prescribed by said Act, and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the Improvement District in an amount sufficient to pay Principal and interest when due.



IN WITNESS WHEREOF, the Rancho Santiago Community College District, on behalf of its Santa Ana College Improvement District No.1 has caused this Bond to be executed in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the Rancho Santiago Community College District and countersigned by the manual or facsimile signature of the Clerk of the Board of Trustees of the Rancho Santiago Community College District, acting as the legislative body for the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District as of the date stated above.

SANTA ANA COLLEGE IMPROVEMENT  
DISTRICT NO. 1 OF THE RANCHO SANTIAGO  
COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_ [Form Document]  
President of the Board of Trustees of Rancho  
Santiago Community College District

Countersigned:

By: \_\_\_\_\_ [Form Document]  
Clerk of the Board of Trustees  
of Rancho Santiago Community College District

The following Certificate of Authentication shall be printed on each Bond:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Trustees of the Rancho Santiago Community College District.

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_, as Paying Agent

By: \_\_\_\_\_  
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: \_\_\_\_\_

Address for Payment of Interest: \_\_\_\_\_

\_\_\_\_\_  
Social Security Number or other Tax Identification No.:

\_\_\_\_\_

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated:

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature \_\_\_\_\_  
guaranteed

[Bank, Trust Company or Firm]

By \_\_\_\_\_  
Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

**EXHIBIT B**

**FORM OF 15c2-12 CERTIFICATE**

With respect to the proposed sale of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2014 Series A in the maximum aggregate principal amount of not to exceed \$71,000,000, the Rancho Santiago Community College District (the **"College District"**), acting as the legislative body of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the **"Improvement District"**) has delivered to you a Preliminary Official Statement, dated as of the date hereof (the **"Preliminary Official Statement"**). The College District and the Improvement District, for purposes of compliance with Rule 15c2-12 of the Securities Exchange Commission (**"Rule 15c2-12"**), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the information permitted under Rule 15c2-12.

RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT

Dated: \_\_\_\_\_, 2014

By:  [FORM ONLY] \_\_\_\_\_  
Authorized Officer

\$ \_\_\_\_\_  
**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1  
OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
(Orange County, California)  
GENERAL OBLIGATION BONDS, ELECTION OF 2012, 2014 SERIES A**

**CONTRACT OF PURCHASE**

October \_\_, 2014

Board of Trustees  
Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, California 92706-1640

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co., acting on its own behalf and not as fiduciary or agent for you (the "Underwriter"), offers to enter into this Contract of Purchase (the "Purchase Contract") with the Rancho Santiago Community College District (the "District"), which, upon your acceptance hereof, will be binding upon both the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to us at or prior to 11:59 P.M., Pacific Daylight Time, on the date hereof. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Resolution (defined below).

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$\_\_\_\_\_ in aggregate principal amount of the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2014 Series A (the "Bonds"). The Bonds shall bear interest at the rates, shall mature in the years and shall be subject to redemption as shown on Exhibit A hereto, which is incorporated herein by this reference. The Bonds shall be dated the date of delivery thereof and shall be payable as to interest on each February 1 and August 1, commencing February 1, 2015. The Underwriter shall purchase the Bonds at a price of \$\_\_\_\_\_ (consisting of the aggregate principal amount of the Bonds of \$\_\_\_\_\_, plus net original issue premium of \$\_\_\_\_\_ and less an underwriter's discount of \$\_\_\_\_\_).

Inasmuch as this purchase and sale represents a negotiated transaction, the District acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length, commercial transaction between the District and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the District, (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the

discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (iii) the Underwriter is acting solely in its capacity as underwriter for its own account, (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby are expressly set forth in this Purchase Contract; and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”).

2. **The Bonds.** The Bonds shall mature on August 1 in the years shown in Exhibit A hereto, except as provided herein, shall otherwise be as described in the Official Statement (as defined herein), and shall be issued and secured pursuant to, the provisions of the Resolution of the Board of Trustees of the District adopted on September \_\_, 2014 (the “Resolution”), this Purchase Contract, the Official Statement (as defined herein), and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”).

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”); the Bonds shall initially be in authorized denominations of \$5,000 principal amount or any integral multiple thereof.

3. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Contract, the Preliminary Official Statement and Official Statement (each defined below), the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the issuance and offering of the Bonds (except as such documents may otherwise provide).

4. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and Exhibit A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

5. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated September \_\_, 2014 (the “Preliminary Official Statement”), which has been duly authorized and prepared by the District for use by the Underwriter in connection with the Bonds. The District represents that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing, as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”).

The Underwriter agrees that prior to the time the final Official Statement (the “Official Statement”) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. The Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter hereby represents that it will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to the MSRB in electronic format as prescribed by the MSRB on or before the Closing Date, and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and G-36 and Rule 15c2-12.

References herein to the Preliminary Official Statement and the final Official Statement include the cover page, inside cover and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

6. **Closing.** At 9:00 A.M., Pacific Daylight Time, on October \_\_, 2014 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District will deliver to the Underwriter, through the facilities of DTC in New York, New York, or at such other place as we may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Nixon Peabody LLP (“Bond Counsel”), in Los Angeles, California, the other documents hereinafter mentioned; and Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization of the Improvement District. Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District (the “Improvement District”) is a school facilities improvement district duly organized and validly existing under the laws of the State of California.

(b) Due Organization of the District. The District is a community college district duly established and validly existing under the laws of the State of California, with the power to issue the Bonds on behalf of the Improvement District pursuant to the Act.

(c) Due Authorization. (i) At or prior to the Closing, the District, acting on behalf of the Improvement District, will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District, acting on behalf of the Improvement District, has full legal right, power and authority to enter into this Purchase Contract, to adopt the Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Official Statement and the Resolution; (iii) the

execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Resolution and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract constitutes a valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract.

(d) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Contract and the Continuing Disclosure Undertaking, the adoption of the Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, which has not been taken or obtained, except for such actions as may be necessary to qualify the Bonds for offer and sale under Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that neither the District nor the Improvement District shall be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(e) Internal Revenue Code. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(f) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Contract, the Resolution, the Continuing Disclosure Undertaking and the Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of, or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(g) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District or the Improvement District: (i) in any way affecting the existence of the District or the Improvement District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District who are required to execute any contracts, certificates, or official statements in connection with the delivery of the Bonds to their respective offices, or the powers of those offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the levy or collection of *ad valorem* property taxes by the County of Orange, California (the "County") on behalf of the Improvement District required to be collected and applied to pay the principal of and interest on the Bonds, or the application of the proceeds thereof, or, the levy of any taxes contemplated by the Resolution or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Resolution or contesting the powers of the District or the Improvement District or its authority with respect to the Bonds, the Resolution or this Purchase Contract; or (iii) in which a final adverse decision could (A) materially adversely affect the operations of the District or the



Improvement District or the consummation of the transactions contemplated by this Purchase Contract or the Resolution, (B) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest paid on the Bonds from California personal income taxation.

(h) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the Improvement District nor the District directly, nor any person on behalf of the District or the Improvement District, will have issued in the name and on behalf of the District or the Improvement District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(i) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Auditor-Controller of the County and the Treasurer-Tax Collector of the County a copy of the Resolution, a copy of Exhibit A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

(j) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District or the Improvement District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(k) Continuing Disclosure. At or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. Except as disclosed in the Official Statement, for the past five fiscal years, the District has not otherwise failed, with regard to Rule 15c2-12 to comply in all material respects with its previous undertakings to file annual reports or notices of material events, and for such years, the District is currently in compliance with all prior continuing disclosure obligations. The Continuing Disclosure Undertaking shall comply with the provisions of Rule 15c2-12 and be substantially in the form attached to the Preliminary Official Statement and Official Statement as Appendix D.

(l) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information

furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(m) No Material Adverse Change. The financial statements of, and other financial information regarding the District in the Preliminary Official Statement and the Official Statement, fairly present the financial position and results of the District as of the dates and for the periods therein set forth. As of the date hereof, there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

8. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution.

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date the Purchase Contract is signed, and in sufficient time to accompany any confirmation that requests payment from any customer, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Contract is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds.

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District or the Improvement District, respectively, until the date which is twenty-five (25) days following the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Bonds for sale.

(e) References. References herein to the Preliminary Official Statement and the final Official Statement include the cover page, inside cover and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

(f) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If the Official Statement is supplemented or amended, the supplement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

(g) For purposes of this Agreement, the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (i) the date of Closing or (ii) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

9. **Representations, Warranties and Agreements of the Underwriter.** The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under the Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in the California Government Code Section 53590(c) or MSRB Rule G-23, with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

10. **Conditions to Closing.** The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Contract are and shall be subject, at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District and the Improvement District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Resolution, this Purchase Contract, or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside) or shall be pending or, to the best knowledge of the District, threatened which has any of the effects described in Section 7(g) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, of the Bonds shall not have been materially adversely affected in the reasonable professional judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(i) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds;  
or

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(ii) legislation enacted by the legislature of the State of California (the “State”), or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(iii) the formal declaration of war by Congress or a new major engagement in or escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national emergency that interrupts or causes discord to the operation of the financial markets in the United States;

(iv) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(v) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(vi) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(vii) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status to any rating of the District’s or the Improvement District’s outstanding indebtedness by a national rating agency;

(viii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the

statements made therein, in light of the circumstances under which they were made, not misleading;

(ix) the suspension by the SEC of trading in the outstanding securities of the District or the Improvement District; or

(x) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement.

(e) Delivery of Documents. At or prior to the date of the Closing, Bond Counsel shall deliver sufficient copies of each of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(i) Bond Opinion. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District in substantially the form set forth in the Preliminary Official Statement and the Official Statement as Appendix B;

(ii) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the opinion described in (e)(i) above;

(iii) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to District and the Underwriter, to the effect that:

(A) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS" (excluding any and all information contained under the subheading " – Book-Entry Only System"), "PLAN OF FINANCE," "LEGAL MATTERS," and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bonds, the Resolution, the Continuing Disclosure Undertaking, and the form and content of Bond Counsel's opinion regarding treatment of interest on the Bonds under California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data, or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, information concerning the DTC or related to its book-entry only system, or Appendices A, C, E and F of the Official Statement;

(B) the Continuing Disclosure Undertaking and this Purchase Contract have each been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the

enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California; and

(C) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iv) Disclosure Counsel Opinion. The Opinion of Nixon Peabody LLP, as disclosure counsel to the District ("Disclosure Counsel"), dated the Closing Date and addressed to the District and the Underwriter, substantially to the effect that, based on such counsel's participation in conferences with representatives of the District, the Underwriter, and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, Appendices C, E and F, or any information regarding DTC or its book-entry only system included therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) Certificates of the District. Certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution, and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement (excluding therefrom information regarding DTC and its book-entry only system, and information regarding the investment portfolio, policies, practices and valuation procedures of the County Treasurer-Tax Collector, as to which no view need be expressed) does not contain any untrue statement of a material fact nor omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Resolution;

(vi) Arbitrage. A Tax Exemption Certificate of the District in form satisfactory to Bond Counsel;

(vii) Rating. Evidence satisfactory to the Underwriter that (i) the Bonds shall have been rated “\_\_\_” by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”), and “\_\_\_” by Moody’s Investors Service (“Moody’s”) (or such other equivalent ratings as such rating agencies may give), and (ii) that any such ratings have not been revoked or downgraded;

(viii) Resolution. A certificate, together with fully executed copies of the Resolution, of the Secretary of the District Board of Trustees to the effect that:

(A) such copies are true and correct copies of the Resolution; and

(B) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(ix) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with Rule 15c2-12;

(x) Continuing Disclosure Undertaking. An executed copy of the Continuing Disclosure Undertaking, substantially in the form presented in the Official Statement as Appendix D thereto.

(xi) Underwriter’s Counsel Opinion. The opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriter, addressed to the Underwriter, dated the Closing Date, in form and substance satisfactory to the Underwriter;

(xii) Certificate of the Paying Agent. A certificate of the Paying Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that no litigation is pending or, to the best of the Paying Agent’s knowledge, threatened (either in state or federal courts) (A) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (B) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent; and

(xiii) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance (A) by the District with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (C) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.



(f) **Termination.** Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter for review prior to the close of business, Pacific Daylight Time, on a day no later than two Business Days prior to the Closing, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 14 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriter at, or at any time prior to, the time of the Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (a) the performance by the Underwriter of its obligations hereunder; and (b) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Costs of Issuance; Expenses.** (a) To the extent that the transactions contemplated by this Purchase Contract are consummated, the District shall pay from the proceeds of the Bonds, all costs of issuance of the Bonds from bond proceeds, including but not limited to the following costs of issuance: (i) the cost of the preparation and reproduction of the Resolution; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for ratings on the Bonds, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees, if any, of the Paying Agent; (vii) the fees of any Fiscal Agent disbursing funds for such expenses, and (viii) all other fees and expenses incident to the issuance and sale of the Bonds.

In accordance with Section 20 of the Resolution, the District hereby directs the Underwriter to wire, at the Closing, a portion of the purchase price of the Bonds equal to \$\_\_\_\_\_ to Wells Fargo Bank, National Association, as fiscal agent to the District, to be deposited in the Costs of Issuance Fund for the payment of costs of issuance with respect to the Bonds. [The District will deposit proceeds of the Bonds in an amount of \$\_\_\_\_\_ into the building fund for the Bonds (the "Building Fund"), which will be used to pay the remaining costs of issuance with respect to the Bonds. In the event that following payment of the expenses set forth above, there is any portion remaining in the costs of issuance account, such remaining amount shall be deposited into the Building Fund for the Bonds.]

(b) Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, the fees and disbursements of counsel to the Underwriter, and other expenses (except those expressly provided above) without limitation, except travel and related expenses in connection with obtaining ratings on the Bonds.

(c) The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

13. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Chancellor of the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706-1640; or if to the Underwriter, to Piper Jaffray & Co., 2321 Rosecrans Avenue, El Segundo, Suite 3200, California 90245.

14. **Parties in Interest; Survival of Representations and Warranties.** When accepted by the District in writing as heretofore specified, this Purchase Contract shall constitute the entire agreement between the District and the Underwriter. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same document.

16. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Very truly yours,

PIPER JAFFRAY & CO.

By: \_\_\_\_\_  
Authorized Officer

The foregoing is hereby agreed to and accepted as of \_\_\_\_\_ [a.m./p.m.] Pacific Daylight Time on the date first above written:

RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Vice Chancellor, Business Operations/  
Fiscal Services

**EXHIBIT A**

\$ \_\_\_\_\_  
**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1  
OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
(Orange County, California)  
GENERAL OBLIGATION BONDS, ELECTION OF 2012, 2014 SERIES A**

\$ \_\_\_\_\_ Serial Bonds

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
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\$ \_\_\_\_\_ % Term Bonds due August 1, 20\_\_ – Yield \_\_\_\_\_ %

**Redemption**

*Optional Redemption.* The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of funds, on August 1, 20\_\_ or on any date thereafter, as a whole or in part, at a redemption price equal to the principal amount of Bonds so redeemed, together with interest accrued thereon to the date fixed for redemption, without premium.

*Mandatory Sinking Fund Redemption.* The Term Bonds maturing on August 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Term Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

Redemption Date (August 1)	<u>Principal Amount</u>
-------------------------------	-------------------------

\_\_\_\_\_  
<sup>(1)</sup> Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20\_\_ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, in integral multiples of \$5,000, in respect of the portion of such Term Bonds optionally redeemed.

**NEW ISSUE—BOOK ENTRY ONLY**

**RATINGS: Moody's: "\_\_\_"  
S&P: "\_\_\_"  
(See "RATINGS" herein.)**

*In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the College District and the Improvement District described herein, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Bond Counsel is further of the opinion that interest on the Bonds is exempt from personal income taxes of the State of California (the "State") under present State law. See "TAX MATTERS" herein regarding certain other tax considerations.*

\$ \_\_\_\_\_ \*  
**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF  
 RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
 (Orange County, California)  
 GENERAL OBLIGATION BONDS, ELECTION OF 2012  
 2014 SERIES A**

**Dated: Date of Delivery**

**Due: August 1, as shown on inside cover.**

The above-captioned bonds (the "Bonds") offered hereunder by Rancho Santiago Community College District (the "College District") on behalf of the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District (the "Improvement District") were authorized at a bond election conducted within the Improvement District on November 6, 2012 (the "Election"), at which more than 55% of the voters within the Improvement District voting on the measure voted to approve the issuance by the College District on behalf of the Improvement District of \$198,000,000 aggregate principal amount of bonds, as more fully described herein under the caption "INTRODUCTION." The proceeds of the Bonds are being used to finance the construction, acquisition, furnishing and equipping of College District facilities located within the Improvement District and to pay certain costs of issuance associated therewith, as more fully described herein under the caption "PLAN OF FINANCE." The Bonds will be issued in denominations of \$5,000 principal amount or integral multiples thereof, and are payable as to principal amount or redemption price at the office of Wells Fargo Bank, National Association, as Paying Agent (the "Paying Agent").

The Bonds are the first series of bonds issued pursuant to the authorization approved by the voters at the Election, and, following the issuance thereof, \$ \_\_\_\_\_ \* of authorization under the Election will remain. The Bonds are issued on a parity with all other general obligation bonds of the Improvement District, including general obligation bonds issued pursuant to any future authorizations. **The Bonds are not a general obligation of the College District. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."**

The Bonds will be issued as current interest bonds. The Bonds will mature on the dates and in the amounts and bear interest at the rates shown on the inside cover hereof. Interest on the Bonds is payable commencing February 1, 2015, and semiannually thereafter on February 1 and August 1 of each year. See "THE BONDS" herein.

The Bonds are issued in fully registered form and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Bonds as described herein under the caption "THE BONDS – Book-Entry Only System."

**The Bonds are subject to redemption prior to maturity as described herein.\*** See "THE BONDS – Optional Redemption" and "– Mandatory Sinking Fund Redemption" herein.\*

The Bonds are general obligations of the Improvement District only and are not obligations of Orange County, the State of California or any of its other political subdivisions. The Board of Supervisors of Orange County has the power and is obligated to levy and collect *ad valorem* property taxes for each fiscal year upon the taxable property within the Improvement District in an amount at least sufficient, together with other moneys available for such purpose, to pay the principal of, and premium, if any, and interest on each Bond as the same becomes due and payable. The Bonds are dated their date of delivery and are issued on a parity with all other general obligation bonds of the Improvement District, including future issuances of the Improvement District's general obligation bonds authorized at subsequent elections.

**MATURITY SCHEDULE  
(On Inside Cover)**

**THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.**

*The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Nixon Peabody LLP, Bond Counsel, and certain other conditions. Nixon Peabody LLP is also acting as Disclosure Counsel for the issue. Certain legal matters will be passed upon for the Underwriter by its counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California. It is anticipated that the Bonds will be available through the facilities of DTC on or about October \_\_, 2014.*

**PIPER JAFFRAY & CO.**

Dated: October \_\_, 2014.

\*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**MATURITY SCHEDULE\***

**Base CUSIP: 752147<sup>†</sup>**

**\$ \_\_\_\_\_ Serial Current Interest Bonds**

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP No.</u>
---	-------------------------	----------------------	--------------	------------------

**\$ \_\_\_\_\_ % Term Current Interest Bonds due August 1, 20\_\_ - Yield: \_\_\_\_\_ %; CUSIP: \_\_\_\_\_**

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\*Preliminary; subject to change.

<sup>†</sup>CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This information is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the College District or the Underwriter and are included solely for the convenience of the registered owners of the applicable Bonds. Neither the College District nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

No dealer, broker, salesperson or other person has been authorized by the College District to provide any information or to make any representations other than as contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the College District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts.

The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the College District since the date hereof. Although certain information set forth in this Official Statement has been provided by Orange County, Orange County has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

**IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS, BANKS OR OTHERS AT PRICES LOWER OR HIGHER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.**

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Statements included or incorporated by reference in the following information constitute “forward looking statements.” Such statements are generally identifiable by the terminology used such as “plan,” “project,” “expect,” “estimate,” “budget” or other similar words. The achievement of results or other expectations contained in forward looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements. Actual results may differ from the District’s forecasts. The District is not obligated to issue any updates or revisions to the forward looking statements in any event.

The District maintains a website. However, the information presented on that website is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds.



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Orange County, State of California**

**Board of Trustees**

Jose Solorio, *President*  
Lawrence R. Labrado, *Vice President*  
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**Administrators**

Dr. Raul Rodriguez, Chancellor  
Mr. John Didion, Executive Vice Chancellor, Human Resources and Educational Services  
Mr. Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
Dr. Erlinda Martinez, President, Santa Ana College  
Dr. John Weispfenning, President, Santiago Canyon College

**SPECIAL SERVICES**

**Underwriter**

Piper Jaffray & Co.

**Bond Counsel and Disclosure Counsel**

Nixon Peabody LLP

**Financial Advisor**

Dolinka Group, LLC

**Paying Agent**

Wells Fargo Bank, National Association

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**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
(Orange County, California)  
GENERAL OBLIGATION BONDS, ELECTION OF 2012  
2014 SERIES A**

**INTRODUCTION**

The Rancho Santiago Community College District (the “College District”), on behalf of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the “Improvement District”), proposes to issue \$ \_\_\_\_\_\* aggregate principal amount of Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2014 Series A (the “Bonds”), pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506) (the “Act”), and other applicable laws and regulations of the State of California (the “State”), an authorization received from the Improvement District’s voters at an election conducted on November 6, 2012, at which more than fifty-five percent of the persons voting on the proposition voted to authorize the issuance of \$198,000,000 principal amount of general obligation bonds of the Improvement District (the “Authorization”), and a resolution adopted by the Board of Trustees of the College District (the “Board”) on September [\_\_\_], 2014 (the “Resolution”). The issuance of the Bonds was approved in accordance with the requirements of the Act.

All general obligation bonds issued by or on behalf of the Improvement District are issued on a parity with the Bonds and with each other.

Proceeds from the sale of the Bonds will be used to (i) finance the acquisition, construction, furnishing and equipping of College District facilities within the Improvement District, and (ii) pay related costs of issuance of the Bonds. See “PLAN OF FINANCE.”

The College District was established in 1971. The College District encompasses approximately 193 square miles in Orange County (the “County”). The College District maintains two comprehensive community colleges, each providing collegiate level instruction across a wide spectrum of subjects. Santa Ana College, founded in 1915, is located in Santa Ana and Santiago Canyon College, founded in 1997, is located in Orange. The College District also provides comprehensive college and continuing education programs at the Centennial Education Center, the Orange Education Center, the Santa Ana College Orange County Sheriff’s Regional Training Academy, the Digital Media Center, and various other sites throughout the College District. The College District serves a resident population of over 600,000, and includes portions of Santa Ana, Orange, Anaheim, Irvine, Garden Grove, Newport Beach, Villa Park, Costa Mesa, Fountain Valley and Yorba Linda.

The College District’s total enrollment for fiscal year 2013-14 was 83,661 students (full-time and part-time), with approximately 28,628 California resident full-time equivalent students (“FTES”) and 437 non-resident FTES. The College District projects total enrollment for fiscal year 2014-15 of 78,513 students (full-time and part-time), with approximately 29,415 California resident FTES and 449 non-resident FTES. The College District has certain existing lease financing obligations as set forth in APPENDIX A and direct and overlapping bonded indebtedness as set forth under the caption

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\* Preliminary; subject to change.

“SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – College District Debt” herein. The College District’s audited financial statements for the fiscal year ended June 30, 2013 (the “Audit”) are attached hereto as APPENDIX C. For further information concerning the College District, see APPENDICES A and C attached hereto.

The Improvement District encompasses approximately 32 square miles, representing approximately 16.5% of the territory of the College District. The local secured assessed valuation of the Improvement District for fiscal years 2013-14 and 2014-15 was \$31,377,394,598 and 32,932,129,299, respectively. The Improvement District was formed following a public hearing on July 21, 2008, pursuant to the provisions of Chapter 2 of Part 10 of Division 1 of Title 1 of the California Education Code (the “Education Code”) and proceedings taken by the College District.

## **THE BONDS**

### **Authority for Issuance and Security for the Bonds**

The Bonds are general obligations of the Improvement District. The Improvement District received authorization to issue \$198,000,000 of its general obligation bonds at an election held on November 6, 2012, by more than fifty-five percent of the votes cast on the ballot proposition by eligible voters within the Improvement District. The Bonds are being issued by the College District on behalf of Improvement District under the Act and other applicable laws and regulations of the State, and pursuant to the Resolution and the Authorization. The Bonds represent the first series of bonds issued under the Authorization, following which \$\_\_\_\_\_ \* of the Authorization will remain.

All general obligation bonds issued by the Improvement District are issued on a parity with one another, and hence, with the Bonds offered hereunder. The Board of Supervisors of the County has the power and is obligated to levy *ad valorem* property taxes upon all property subject to taxation within the Improvement District, without limitation as to rate or amount (except certain personal property, which is taxable at limited rates), for the payment of principal of and interest on the Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

### **Description of the Bonds**

The Bonds will be issued in the form of current interest bonds that pay interest semiannually on February 1 and August 1 of each year.

The Bonds will be issued in initial denominations of \$5,000 or any integral multiple thereof. The Bonds will mature on the dates and in the amounts and bear interest at the rates per annum all as set forth on the inside cover page of this Official Statement.

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company (“DTC”). DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Bonds.

So long as Cede & Co. is the registered owner of the Bonds, principal of and interest, or premium, if any, on the Bonds are payable by wire transfer of New York Clearing House or equivalent next-day funds or by wire transfer of same day funds by Wells Fargo Bank, National Association, as

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\* Preliminary; subject to change.

paying agent (the “Paying Agent”), to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC participants (“DTC Participants”) for subsequent disbursement to the Beneficial Owners. Payments of principal and premium, if any, of any Bonds shall be made only upon the surrender of such Bonds to the Paying Agent. See APPENDIX E – “BOOK ENTRY ONLY SYSTEM” herein.

### **Payment of the Bonds**

Interest on each Bond shall accrue from its dated date. Interest on the Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each February 1 and August 1 of each year (each, an “Interest Payment Date”), commencing February 1, 2015, to the registered owner thereof (each, an “Owner”) as of the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a “Record Date”). Interest on each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest thereon shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event, interest shall be payable from its dated date; provided, however, that if at the time of registration of any Bond interest thereon is in default, interest thereon shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent, which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

Principal of the Bonds shall be due and payable on August 1 in each of the years as set forth on the inside cover of this Official Statement.

### **Optional Redemption\***

The Bonds maturing on or before August 1, 20\_\_ are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20\_\_, may be redeemed before maturity, at the option of the College District, from any source of available funds, in whole or in part on any date on or after August 1, 20\_\_, at par, together with interest accrued thereon to the date of redemption, without premium.

### **Mandatory Sinking Fund Redemption\***

The Bonds maturing on August 1, 20\_\_ (the “Term Bonds”), are subject to mandatory sinking fund redemption prior to their stated maturity in part (by lot) from mandatory sinking fund payments on any August 1 on or after August 1, 20\_\_, at a redemption price equal to the principal amount, together with accrued interest thereon to the date fixed for redemption, without premium, on the dates and in the aggregate principal amounts listed below:

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\* Preliminary; subject to change.

**Mandatory Sinking  
Fund Payment Date  
(August 1)**

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**Mandatory Sinking  
Fund Payment**

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<sup>(1)</sup> Final maturity.

In the event that a portion of the Term Bonds are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shall be reduced proportionately, in integral multiples of \$5,000, in respect of the portions of the Term Bonds optionally redeemed.

**Selection of Bonds for Redemption**

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the College District given at least 60 days prior to the date designated for such redemption, shall select Bonds for redemption in such manner as the College District shall direct, or, in the absence of such direction, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; *provided, however*, that the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

**Notice of Redemption**

When redemption is authorized or required pursuant to the Resolution, the Paying Agent, upon written instruction from the College District given at least 60 days prior to the Interest Payment Date designated for such redemption, shall give notice (each, a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of any Bond to be redeemed in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, and that from and after such date, interest on Bonds shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice: (i) at least 20 days but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of the Bonds designated for redemption by first-class mail, postage prepaid, at their addresses appearing on the bond register, and to the Information Services (defined below); and (ii) in the event the Bonds are no longer held in book-entry form, at least 35 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (x) (1) first-class mail, postage prepaid, (2) telephonically confirmed facsimile transmission, or (3) overnight delivery service, to each of the Securities Depositories (defined below), and (y) (i) first class mail, postage prepaid, or (ii) overnight delivery service, to the Information Services. The "Securities Depositories" shall mean DTC and, in accordance with then-current guidelines of the Securities and Exchange Commission, such

other securities depositories as the College District may designate in a certificate delivered to the Paying Agent.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

### **Partial Redemption of Bonds**

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the College District and the Improvement District shall be released and discharged thereupon from all liability to the extent of such payment.

### **Effect of Notice of Redemption**

Notice having been given as required in the Resolution, and the moneys for redemption (including the interest to the applicable date of redemption) having been set aside in the Improvement District's Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable.

### **Conditional Redemption**

Any Redemption Notice may be made conditional upon the satisfaction of certain conditions and may be rescinded by the College District at any time prior to the scheduled date of redemption by so notifying the Owners of affected Bonds and the Information Services. "Information Services" means the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board, currently located at <http://emma.msrb.org>, and in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the College District may designate in a certificate of the College District, acting on behalf of the Improvement District, delivered to the Paying Agent.

### **Transfer and Exchange**

Any Bond may be exchanged for Bonds of like series, tenor, maturity and principal amount and transferred upon the bond registrar upon presentation and surrender of such Bond at the principal office of the Paying Agent, together with an assignment executed by the Owner or a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like series, tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.



## **Discharge and Defeasance**

All or any portion of the outstanding Bonds shall be paid and discharged in any one of the following ways:

(a) by paying or causing to be paid the principal of and interest on all Bonds outstanding, and when the same become due and payable;

(b) by depositing with the Paying Agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Debt Service Fund plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay all Bonds outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing with an institution which meets the requirements for acting as a successor Paying Agent pursuant to the Resolution selected by the College District, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge all Bonds outstanding at maturity thereof, including any premium and all interest thereon, for which notice has been given or provided for, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the Improvement District and the Paying Agent under the Resolution with respect to the affected Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the College District and the Improvement District to pay the Paying Agent amounts owing to the Paying Agent under the Resolution.

**Debt Service Schedule**

The following table summarizes the debt service requirements for the Bonds:

<b>Year Ending (August 1)</b>	<b>The Bonds</b>		<b>Total Annual Debt Service</b>
	<b>Annual Principal Payment</b>	<b>Annual Interest Payment</b>	
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
<b>Total</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>
	<b>=====</b>	<b>=====</b>	<b>=====</b>

**Book-Entry Only System**

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of DTC. DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references

herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Bonds. For further information regarding DTC and the book-entry system, see APPENDIX E – “BOOK-ENTRY ONLY SYSTEM” hereto.

**PLAN OF FINANCE**

The net proceeds of the Bonds will be used to finance the acquisition, construction, modernization, furnishing and equipping of College District facilities within the Improvement District as approved by the voters of the Improvement District pursuant to the Authorization and to pay certain costs of issuance of the Bonds. Prior to the Authorization, the College District prepared and submitted to the Board for approval a master list of capital improvement projects to be built, acquired, constructed or installed with the proceeds of the Bonds (the “Project List”). Proceeds of the Bonds will be used for items on the Project List, including: [\_\_\_\_\_].

**ESTIMATED SOURCES AND USES OF FUNDS**

The estimated sources and uses of funds in connection with the Bonds are as follows:

<b>Source of Funds</b>	
Principal Amount	\$ _____
<i>Plus/Less</i> [Net] Original Issue	
Premium/Discount	_____
Total Sources	\$ _____
<b>Uses of Funds</b>	
Project Fund	\$ _____
Costs of Issuance <sup>(1)</sup>	_____
Total Uses	\$ _____

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<sup>(1)</sup> Costs of issuance includes, but is not limited to, Underwriter’s discount, financial advisor fees, printing and rating costs, fees and expenses of the Paying Agent, and Bond and Disclosure Counsel.

**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS**

**General**

The Bonds are general obligations of the Improvement District, and the Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* taxes upon all property within the Improvement District subject to taxation by the County, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on the Bonds. Subsequent to the issuance of the Bonds, \$ \_\_\_\_\_\* will remain for issuance of additional general obligation bonds under the Authorization. All general obligation bonds of the Improvement District are issued on a parity with one another.

**Assessed Valuations – Constitutional and Statutory Initiatives**

**Article XIII A of the California Constitution.** Article XIII A of the California Constitution limits the amount of any *ad valorem* tax on real property, to one percent of the full cash value thereof, except

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\* Preliminary; subject to change.

that additional *ad valorem* taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness or 55% of voters voting on the proposition. Article XIII A defines full cash value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under “full cash value,” or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment.” The full cash value may be increased at a rate not to exceed two percent per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

**Legislation Implementing Article XIII A.** Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The one percent property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the up to two percent annual adjustment are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full market value on the tax rolls, with tax rates expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of market value (unless noted differently) and all general tax rates reflect the \$1 per \$100 of taxable value.

### **Assessed Valuations of the Improvement District**

The assessed valuation of property in the Improvement District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full value of the property, as defined in Article XIII A of the California Constitution.

The State-reimbursed exemption currently provides a credit of \$7,000 of the full value of an owner-occupied dwelling for which application has been made to the County Assessor. The revenue estimated to be lost to local taxing agencies due to the exemption is reimbursed from State sources. Reimbursement is based upon total taxes due upon such exempt value and is not reduced by any amount for estimated or actual delinquencies.

In addition, certain classes of property such as churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

For fiscal year 2013-14 and 2014-15, the Improvement District’s total local secured assessed valuation is \$31,377,394,598 and \$32,932,129,299, respectively. Shown in the following tables is information relating to the assessed valuation of property in the Improvement District during the current

fiscal year and the past four fiscal years, assessed valuation and parcels by land use, and per parcel assessed valuation of single-family homes.

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Summary of Assessed Valuations**

	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>
2010-11	\$27,253,411,662	\$7,633,569	\$3,269,769,674	\$30,530,814,905
2011-12	26,913,692,334	7,633,569	3,149,675,869	30,071,001,772
2012-13	27,437,208,716	4,223,525	3,067,607,745	30,509,039,986
2013-14	28,411,170,056	4,173,525	2,962,051,017	31,377,394,598
2014-15	29,758,085,237	4,173,525	3,169,870,537	32,932,129,299

Source: California Municipal Statistics, Inc.

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2013-14 Assessed Valuation and Parcels by Land Use**

	<u>2014-15 Assessed Valuation<sup>(1)</sup></u>	<u>% of Total</u>	<u>No. of Parcels</u>	<u>% of Total</u>
<b><u>Non-Residential:</u></b>				
Commercial/Office	\$ 9,559,280,167	32.12%	4,413	6.94%
Industrial	4,645,631,417	15.61	2,485	3.91
Government/Social/Institutional	388,597	0.00	169	0.27
Miscellaneous	400,762	0.00	13	0.02
Subtotal Non-Residential	<u>\$14,205,700,943</u>	<u>47.74%</u>	<u>7,080</u>	<u>11.14%</u>
<b><u>Residential:</u></b>				
Single Family Residence	\$10,045,310,488	33.76%	38,602	60.75%
Condominium/Townhouse	2,806,925,779	9.43	11,684	18.39
Mobile Home	54,179,235	0.18	3,316	5.22
2+ Residential Units/Apartments	2,645,968,792	8.89	2,864	4.51
Subtotal Residential	<u>\$15,552,384,294</u>	<u>52.26%</u>	<u>56,466</u>	<u>88.86%</u>
<b>Total</b>	<u>\$29,758,085,237</u>	<u>100.00%</u>	<u>63,546</u>	<u>100.00%</u>

<sup>(1)</sup> Local Secured Assessed Valuation, excluding tax-exempt property.

Source: California Municipal Statistics, Inc.

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Per Parcel 2014-15 Assessed Valuation of Single-Family Homes**

	<u>No. of Parcels</u>	<u>2014-15 Assessed Valuation</u>	<u>Average Assessed Valuation</u>	<u>Median Assessed Valuation</u>
Single-Family Residential	38,602	\$10,045,310,488	\$260,228	\$252,609

<u>2014-15 Assessed Valuation</u>	<u>No. of Parcels<sup>(1)</sup></u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
\$0 - \$49,999	1,900	4.922%	4.922%	\$ 78,444,457	0.781%	0.781%
\$50,000 - \$99,999	4,064	10.528	15.450	274,935,678	2.737	3.518
\$100,000 - \$149,999	2,497	6.469	21.919	319,490,252	3.180	6.698
\$150,000 - \$199,999	4,417	11.442	33.361	782,424,431	7.789	14.487
\$200,000 - \$249,999	6,093	15.784	49.145	1,371,810,248	13.656	28.144
\$250,000 - \$299,999	5,710	14.792	63.937	1,562,352,624	15.553	43.697
\$300,000 - \$349,999	4,737	12.271	76.208	1,535,063,197	15.281	58.978
\$350,000 - \$399,999	4,062	10.523	86.731	1,515,667,235	15.088	74.066
\$400,000 - \$449,999	2,407	6.235	92.967	1,014,942,098	10.104	84.170
\$450,000 - \$499,999	1,042	2.699	95.666	491,909,930	4.897	89.067
\$500,000 - \$549,999	623	1.614	97.280	325,058,834	3.236	92.303
\$550,000 - \$599,999	332	0.860	98.140	189,915,479	1.891	94.193
\$600,000 - \$649,999	195	0.505	98.645	121,058,532	1.205	95.398
\$650,000 - \$699,999	124	0.321	98.966	83,358,111	0.830	96.228
\$700,000 - \$749,999	81	0.210	99.176	58,421,729	0.582	96.810
\$750,000 - \$799,999	41	0.106	99.282	31,792,383	0.316	97.126
\$800,000 - \$849,999	28	0.073	99.355	23,105,444	0.230	97.356
\$850,000 - \$899,999	34	0.088	99.443	29,739,833	0.296	97.652
\$900,000 - \$949,999	37	0.096	99.539	34,232,867	0.341	97.993
\$950,000 - \$999,999	46	0.119	99.658	44,729,409	0.445	98.438
\$1,000,000 and greater	132	0.342	100.000	156,857,717	1.562	100.000
<b>Total</b>	<b>38,602</b>	<b>100.000%</b>		<b>\$10,045,310,488</b>	<b>100.000%</b>	

<sup>(1)</sup> Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.  
Source: California Municipal Statistics, Inc.

**Tax Rates, Levies, Collections and Delinquencies**

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the Improvement District as of the preceding January 1. A supplemental tax is levied when property changes hands or new construction is completed.

A 10% penalty attaches to any delinquent payment for secured roll taxes. In addition, property on the secured roll with respect to which taxes are delinquent becomes tax-defaulted. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty (*i.e.*, interest) to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to auction sale by the tax-collecting authority of the relevant county.

In the case of unsecured property taxes, a 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 1 of the fiscal year, and a lien is recorded against the assessee. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on specific property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office in

order to obtain a lien on specified property of the taxpayer; and (4) seizure and sale of person property, improvements or possessor interests belonging or assessed to the assessee.

The County levies (except for levies to support prior voter-approved indebtedness) and collects all property taxes for property falling within the County’s taxing boundaries.

The following tables set forth secured tax charges and delinquencies levied in the College District for fiscal years 2009-10 through 2013-14. Prior to the issuance of the Bonds, no taxes have been levied in just the Improvement District, and so information regarding secured tax charges and delinquencies of the Improvement District is not available. The College District has previously issued general obligation bonds which are issued under authorizations separate and distinct from the Authorization and which are general obligation bonds are payable from *ad valorem* taxes levied upon taxpayers within the entire College District. The information below is not for the Improvement District and is being provided only as an example of delinquency experience and secured tax charges within the College District as a whole.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Secured Tax Charges and Delinquencies**

	<b>Secured Tax Charge<sup>(1)</sup></b>	<b>Amt. Del. June 30</b>	<b>% Del. June 30</b>
2009-10	\$38,664,228	\$898,205	2.32%
2010-11	38,038,402	622,386	1.64
2011-12	37,851,477	552,485	1.46
2012-13	38,648,080	438,724	1.14

<sup>(1)</sup> 1% general fund apportionment.  
Source: California Municipal Statistics, Inc.

	<b>Secured Tax Charge<sup>(2)</sup></b>	<b>Amt. Del. June 30</b>	<b>% Del. June 30</b>
2009-10	\$15,464,055	\$368,949	2.39%
2010-11	17,341,800	287,432	1.66
2011-12	17,415,011	254,995	1.46
2012-13	18,241,039	2,07,406	1.14

<sup>(1)</sup> General obligation bond debt service levy only.  
Source: California Municipal Statistics, Inc.

**Alternative Method of Tax Apportionment – Teeter Plan**

The Board of Supervisors of the County has approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the College District and the Improvement District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan is applicable to all tax levies for which the County acts as the tax-levying or tax-collecting agency, or for which the County treasury is the legal depository of the tax collections. As adopted by the County, the Teeter Plan excludes Mello-Roos Community Facilities Districts and special

assessment districts which provide for accelerated judicial foreclosure of property for which assessment are delinquent.

The *ad valorem* property tax to be levied to pay the interest on and principal of the Bonds will be subject to the Teeter Plan, beginning in the first fiscal year of such levy. The Improvement District will receive 100% of the *ad valorem* property taxes levied to pay the Bonds irrespective of actual delinquencies in the collection of the taxes by the County.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County. In the event the Board of Supervisors is to order discontinuance of the Teeter Plan subsequent to its implementation, only those secured property taxes actually collected would be allocated to political subdivisions (including the College District and the Improvement District) for which the County acts as the tax-levying or tax-collecting agency.

**Tax Rates**

Representative tax rate areas (each a “TRA”) located within the Improvement District include Tax Rate Area 11-003. The table below shows the total *ad valorem* tax rates levied by all taxing entities in the TRA during the five year period from 2009-10 through 2013-14.

**TYPICAL TAX RATES  
Fiscal Years 2008-09 through 2013-14  
Santa Ana College Improvement District No. 1 of  
Rancho Santiago Community College District**

TRA 11-003 / 2013-14 Assessed Valuation: \$5,173,215,269

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
General	1.0000	1.00000	1.00000	1.00000	1.00000
Santa Ana Unified School District	.07388	0.07167	.07147	.07749	.07359
Rancho Santiago Community College	.02735	0.3141	.03146	.03241	.03334
Metropolitan Water District	.00430	.00370	.00370	.00350	.00350
Total	<u>1.10553</u>	<u>1.10678</u>	<u>1.10663</u>	<u>1.11340</u>	<u>1.11043</u>

Source: California Municipal Statistics, Inc.

**Largest Taxpayers**

The twenty largest local secured taxpayers in the Improvement District and their assessed valuations for 2013-14 are shown in the following table.



**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Largest 2014-15 Local Secured Taxpayers**

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2014-15 Assessed Valuation</u>	<u>% of Total<sup>(1)</sup></u>
1.	The Irvine Company	Commercial	\$ 386,905,661	1.30%
2.	Allergan Pharmaceuticals	Industrial	315,645,506	1.06
3.	Irvine Apartment Communities LP	Apartments	285,166,273	0.96
4.	John Hancock Life Insurance Company USA	Commercial	278,257,580	0.94
5.	Irvine Office Towers 1 LLC	Commercial	237,874,080	0.80
6.	Mainplace Shoppingtown LLC	Commercial	204,905,824	0.69
7.	Lakeshore Properties LLC	Commercial	188,338,899	0.63
8.	Astoria Central Park West	Residential Development	146,500,018	0.49
9.	RP/Essex Skyline Holdings LLC	Apartments	130,465,856	0.44
10.	First American Title Insurance Co.	Commercial	127,873,350	0.43
11.	Third Avenue Investments LLC	Commercial	109,655,495	0.37
12.	BRE/OC Property Holdings LLC	Commercial	108,998,616	0.37
13.	Meristar OC LP	Commercial	108,950,566	0.37
14.	2050 Main Street LLC	Commercial	107,417,582	0.36
15.	EQR-Toscana Apartments LP	Apartments	105,668,516	0.36
16.	APG OCIC LLC	Industrial	101,135,978	0.34
17.	KR MML 12701 LLC	Commercial	97,921,995	0.33
18.	Realty Associates Fund IX & VIII	Commercial	97,808,585	0.33
19.	AG/LPC Griffin Towers LP	Commercial	94,611,437	0.32
20.	Freedom SPV II LLC	Industrial	94,503,910	0.32
			<u>\$3,328,605,727</u>	<u>11.19%</u>

<sup>(1)</sup> 2014-15 Local Secured Assessed Valuation: \$29,758,085,237  
Source: California Municipal Statistics, Inc.

**College District and Improvement District Debt**

Prior to delivery of the Bonds, the Improvement District has no general obligation indebtedness. All additional series of bonds issued under and pursuant to the Authorization, and any other authorization of the Improvement District will be secured on a parity with the Bonds. Following issuance of the Bonds \$\_\_\_\_\_ \* of the Authorization remains.

The following table is a statement of the Improvement District's direct and estimated overlapping bonded debt as of September 1, 2014. The debt report is included for general information purposes only. Neither the College District nor the Improvement District has reviewed the debt report for completeness or accuracy or makes any representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the Improvement District in whole or in part. Such long term obligations generally are not payable from revenues of the Improvement District (except as indicated) nor are they necessarily obligations secured by land within the Improvement District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

\* Preliminary; subject to change.

Column 1 in the table names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the Improvement District in whole or in part. Column 2 shows the percentage of each overlapping agency's assessed value located within the boundaries of the Improvement District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in Column 3, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the Improvement District.

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
DIRECT AND OVERLAPPING BONDED INDEBTEDNESS**

2014-15 Assessed Valuation: \$32,932,129,299

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable<sup>(1)</sup></u>	<u>Debt 9/1/14</u>
Metropolitan Water District	1.434%	\$ 1,896,824
Rancho Santiago Community College District	51.868	143,825,007
<b>Rancho Santiago Community College District School Facilities Improvement District No. 1</b>	<b>100.</b>	<b>—<sup>(2)</sup></b>
Garden Grove Unified School District	28.043	68,423,563
Santa Ana Unified School District	100.	282,043,547
City of Anaheim	0.339	6,763
Irvine Ranch Water District, I.D. Nos. 113 and 213	0.007	2,519
Santa Ana Unified School District Community Facilities District No. 2004-1	100.	7,660,000
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$503,858,223
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Orange County General Fund Obligations	7.092%	\$ 8,843,440
Orange County Pension Obligations	7.092	1,931,125
Orange County Board of Education Certificates of Participation	7.092	1,099,260
Municipal Water District of Orange County Water Facilities Corporation	3.519	188,618
Santa Ana Unified School District Certificates of Participation	100.	76,291,353
City of Anaheim General Fund Obligations	0.339	2,395,009
City of Garden Grove General Fund Obligations	26.251	4,680,553
City of Santa Ana General Fund Obligations	86.423	67,034,000
Other City General Fund Obligations	Various	5,841,979
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$168,305,337
Less: MWDOC Water Facilities Corporation (100% supported)		188,618
City of Anaheim supported obligations		2,369,652
City of Santa Ana supported obligations		2,117,364
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$163,629,703
 <u>OVERLAPPING TAX INCREMENT DEBT:</u>		
Successor Agency to Garden Grove Redevelopment Agency	40.098%	\$ 15,562,034
Successor Agency to Santa Ana Redevelopment Agency	81.274-88.282	81,712,141
Other Redevelopment Successor Agencies	Various	6,918,441
TOTAL OVERLAPPING TAX INCREMENT DEBT		\$104,192,616
GROSS COMBINED TOTAL DEBT		\$776,356,176 <sup>(3)</sup>
NET COMBINED TOTAL DEBT		\$771,680,542

Ratios to 2014-15 Assessed Valuation:

<b>Direct Debt</b> .....	—%
Total Direct and Overlapping Tax and Assessment Debt .....	1.53%
Gross Combined Total Debt .....	2.36%
Net Combined Total Debt .....	2.34%

Ratios to 2013-14 Redevelopment Incremental Valuation (\$5,293,769,022):

Total Overlapping Tax Increment Debt .....	1.97%
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<sup>(1)</sup> Based in 2013-14 ratios.

<sup>(2)</sup> Excludes the Bonds.

<sup>(3)</sup> Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

## **TAX MATTERS**

### **Federal Income Taxes**

The Internal Revenue Code of 1986, as amended (the “Code”), imposes certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Resolution and the tax and nonarbitrage certificate executed by the College District and the Improvement District in connection with the issuance of the Bonds (the “Tax Certificate”), the College District and the Improvement District have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the College District and the Improvement District have made certain representations and certifications in the Resolution and the Tax Certificate. Bond Counsel will not independently verify the accuracy of those representations and certifications.

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by the College District and the Improvement District described above, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Interest on the Bonds is, however, included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on such corporations.

In rendering these opinions, Bond Counsel has relied upon representations and covenants of the College District and the Improvement District in the Tax Certificate concerning the property financed with Bond proceeds, the investment and use of Bond proceeds and the rebate to the federal government of certain earnings thereon. In addition, Bond Counsel has assumed that all such representations are true and correct and that the College District and the Improvement District will comply with such covenants. Bond Counsel has expressed no opinion with respect to the exclusion of the interest on the Bonds from gross income under Section 103(a) of the Code in the event that any of such College District and the Improvement District representations are untrue or the College District and the Improvement District fails to comply with such covenants, unless such failure to comply is based on the advice or the opinion of Bond Counsel.

### **State Taxes**

Bond Counsel is also of the opinion that interest on the Bonds is exempt from personal income taxes of the State of California under present State law. Bond counsel expresses no opinion as to other state or local tax consequences arising with respect to the Bonds nor as to the taxability of the Bonds or the income therefrom under the laws of any state other than California.

### **Original Issue Discount**

Bond Counsel is further of the opinion that the difference between the principal amount of the Bonds maturing August 1, \_\_\_\_ through August 1, \_\_\_\_\_, inclusive (collectively the “Discount Bonds”) and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Discount Bonds of the same maturity was sold constitutes original issue discount which is excluded

from gross income for federal income tax purposes to the same extent as interest on the Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

### **Original Issue Premium**

The Bonds maturing on August 1, \_\_\_\_ through August 1, \_\_\_\_, inclusive (collectively, the “Premium Bonds”), are being offered at prices in excess of their principal amounts. An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

### **Ancillary Tax Matters**

Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, and individuals seeking to claim the earned income credit. Ownership of the Bonds may also result in other federal tax consequences to taxpayers who may be deemed to have incurred or continued indebtedness to purchase or to carry the Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Bonds is subject to information reporting to the Internal Revenue Service (“IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any federal tax matters other than those described in the opinion attached as APPENDIX B. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

## **Changes in Law and Post Issuance Events**

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Bonds for federal or state income tax purposes, and thus on the value or marketability of the Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Bonds from gross income for federal or state income tax purposes, or otherwise. Bond Counsel notes that each year since 2011, President Obama released legislative proposals that would limit the extent of the exclusion from gross income of interest on obligations of states and political subdivisions under Section 103 of the Code (including the Bonds) for taxpayers whose income exceeds certain thresholds. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Bonds may occur. Prospective purchasers of the Bonds should consult their own tax advisors regarding the impact of any change in law on the Bonds. Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Bonds may affect the tax status of interest on the Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

## **LEGAL OPINION**

The legal opinion of Bond Counsel attesting to the validity of the Bonds will be supplied to the original purchasers of the Bonds without charge. Bond Counsel will receive compensation contingent upon the sale and delivery of the Bonds, and undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement.

## **LEGALITY FOR INVESTMENT**

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

## **RATINGS**

Standard & Poor's Ratings Service, a Standard and Poor's LLC business ("S&P") and Moody's Investors Service ("Moody's") have assigned their municipal bond ratings of "\_\_\_" and "\_\_\_" to the Bonds, respectively. Such ratings reflect only the view of S&P and Moody's, respectively, and an explanation of the significance of such ratings may be obtained as follows: S&P's at Municipal Finance Department, 55 Water Street, New York, New York 10041, tel. (212) 208-8000 and Moody's, at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212) 553-0300. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

## LEGAL MATTERS

### Continuing Disclosure

In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the College District will enter into a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”) in the form of APPENDIX D hereto, on or prior to the sale of the Bonds in which the College District will undertake, on behalf of the Improvement District, for the benefit of the Beneficial Owners of the Bonds, to provide certain information as set forth therein. The covenants contained in the Continuing Disclosure Undertaking have been made to assist the Underwriter in complying with the Rule. See APPENDIX D – “FORM OF CONTINUING DISCLOSURE UNDERTAKING” hereto.

Within the past five years, the College District has failed to file certain portions of its required annual report for fiscal year 2009-10 and material event notices relating to bond insurer downgrades, in a timely manner as required by its prior continuing disclosure obligations. The College District has since filed such reports and notices of material events and, with respect to the past five years, is current with respect to all filings required under its existing continuing disclosure obligations. Furthermore, the College District has implemented internal procedures to ensure future compliance with the College District’s obligations to provide Annual Reports under its existing continuing disclosure undertakings. [UNDER REVIEW]

### Limitation on Remedies; Amounts Held in the County Treasury Pool

The opinion of Bond Counsel, the proposed form of which is attached hereto as APPENDIX B, is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor’s rights. The rights of the Owners of the Bonds are subject to certain limitations. Enforceability of the rights and remedies of the Owners of the Bonds, and the obligations incurred by the College District and the Improvement District, are limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws relating to or affecting the enforcement of creditors’ rights generally, now or hereafter in effect, equity principles that may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose, and the limitations on remedies against college and community college districts in the State. Bankruptcy proceedings, if initiated, could subject the beneficial owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Under Chapter 9 of the Federal Bankruptcy Code (Title 11, United States Code) (the “Bankruptcy Code”), which governs the bankruptcy proceedings for public agencies, no involuntary petitions for bankruptcy relief are permitted. While current State law precludes school districts from voluntarily seeking bankruptcy relief under Chapter 9 of the Bankruptcy Code without the concurrence of the State, such concurrence could be granted or State law could be amended.

The Resolution and the State Government Code require the County to annually levy *ad valorem* property taxes upon all property subject to taxation by the Improvement District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of the principal of, premium, if any, and interest on the Bonds. The County on behalf of the Improvement District is thus expected to be in possession of the annual *ad valorem* property taxes and certain funds to repay the Bonds and may invest these funds in the County’s Treasury Pool, as described above. In the

event the Improvement District, the College District or the County were to go into bankruptcy, a federal bankruptcy court might hold that the owners of the Bonds are unsecured creditors with respect to any funds received by the Improvement District, the College District or the County prior to the bankruptcy, which may include taxes that have been collected and deposited into the Debt Service Fund, where such amounts are deposited into the County Treasury Pool, and such amounts may not be available for payment of the principal of and interest on the Bonds unless the Owners of the Bonds can “trace” those funds. There can be no assurance that the Owners could successfully so “trace” such taxes on deposit in the Debt Service Fund where such amounts are invested in the County Treasury Pool. Under any such circumstances, there could be delays or reductions in payments on the Bonds.

### **UNDERWRITING**

Piper Jaffray & Co. (the “Underwriter”), has agreed to purchase the Bonds from the College District on behalf of the Improvement District at the purchase price of \$\_\_\_\_\_ (being the initial principal issue amount of the Bonds, plus/less [net] original issue premium/discount of \$\_\_\_\_\_, and less Underwriter’s discount of \$\_\_\_\_\_), at the rates and yields shown on the inside cover hereof.

Piper Jaffray & Co. and Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation, entered into an agreement (the “Agreement”) which enables Pershing LLC to distribute certain new issue municipal securities underwritten by or allocated to Piper Jaffray & Co., including the Bonds. Under the Agreement, Piper Jaffray & Co. will share with Pershing LLC a portion of the fee or commission paid to Piper Jaffray & Co.

Piper Jaffray & Co. has entered into a distribution agreement (the “Distribution Agreement”) with Charles Schwab & Co., Inc. (“CS&Co.”) for the retail distribution of certain securities offerings at the original issue prices. Pursuant to the Distribution Agreement, CS&Co. will purchase Bonds from Piper Jaffray & Co. at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that CS&Co. sells.

### **NO LITIGATION**

No litigation is pending or threatened concerning the validity of the Bonds. The College District is not aware of any litigation pending or threatened questioning the political existence of the College District or the boundaries or creation of the Improvement District or contesting the College District’s or the Improvement District’s ability to receive *ad valorem* taxes or to collect other revenues or contesting the College District’s ability to issue the Bonds.

### **FINANCIAL ADVISOR**

Dolinka Group, LLC (the “Financial Advisor”) is employed as Financial Advisor to the District in connection with the issuance of the Bonds. The Financial Advisor’s fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Dolinka Group, LLC, in its capacity as Financial Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income status of the Bond, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

### **OTHER INFORMATION**

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for



full and complete statements of the contents thereof. Copies of the Resolution are available upon request from the Vice Chancellor, Rancho Santiago Community College District, 2323 N. Broadway, Santa Ana, California 92706-1640.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not be construed as a contract or agreement between the College District and the Improvement District and the purchasers or owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the Rancho Santiago Community College District, acting as the legislative body for the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District.

SANTA ANA COLLEGE FACILITIES DISTRICT  
NO. 1 OF RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_  
Chancellor of Rancho Santiago Community College  
District

## APPENDIX A

### FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE COLLEGE DISTRICT

*Prospective purchasers of the Bonds should be aware that the following discussion of the financial condition of the Rancho Santiago Community College District (the "College District"), its fund balances, budgets and obligations, is intended as general information only, and no implication is made that the payment of principal of or interest on the Bonds is dependent in any way upon the College District's financial condition. The College District neither receives nor accounts for ad valorem tax revenues collected by Orange County (the "County") to pay debt service on the Bonds (or its other general obligation bonds) in the following tables or in its annual financial statements. Pursuant to Section 15251 of the California Education Code, all tax revenues collected for payment of debt service on the Bonds must be deposited into the debt service fund of the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District (the "Improvement District"). The Bonds are and will continue to be payable solely from ad valorem taxes levied and collected by the County within the boundaries of the Improvement District. See the body of this Official Statement under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."*

This Appendix A provides information concerning the operations and finances of the College District. The Bonds are general obligation bonds of the Improvement District, secured and payable from ad valorem property taxes assessed on taxable properties within the Improvement District. The Bonds are not an obligation of the County, the State of California or any of its other political subdivisions or of the general fund of the College District. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" in the forepart of this Official Statement.

### THE COLLEGE DISTRICT

#### College District General Information

The College District was established in 1971. The College District encompasses approximately 193 square miles in the County. The College District maintains two comprehensive community colleges, each providing collegiate level instruction across a wide spectrum of subjects. The College District serves a resident population of over 600,000, and includes portions of Santa Ana, Orange, Anaheim, Irvine, Garden Grove, Newport Beach, Villa Park, Costa Mesa, Fountain Valley and Yorba Linda.

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the College District. Additional information concerning the College District and copies of the most recent and subsequent audited financial statements of the College District may be obtained by contacting: Rancho Santiago Community College District, 2323 N. Broadway, Santa Ana, California 92706-1640, Attention: Peter Hardash, Vice Chancellor.

#### The Improvement District

On July 21, 2008, the Improvement District was established by the Board (defined below) pursuant to its Resolution 08-22 and Chapter 2 of Part 10 of Division 1 of Title 1 of the California Education Code. The Improvement District encompasses approximately 32 square miles, representing approximately 16.5% of the College District.

## College District Organization

The College District is governed by an eight-member Board of Trustees (the “Board”), seven members of which are elected to four-year terms on a staggered basis and one student trustee. Elections for positions to the Board are held every two years, alternating between three and four available positions. A student trustee, who serves a one-year term, is elected by College District students. Current members of the Board, together with their offices and the dates their terms expire, are listed below.

### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Jose Solorio	President	December 2016
Lawrence R. Labrado	Vice President	December 2014
Claudia C. Alvarez	Clerk	December 2016
Arianna P. Barrios	Member	December 2016
John R. Hanna	Member	December 2014
Nelida Mendoza Yanez	Member	December 2016
Phillip E. Yarbrough	Member	December 2014
Alana V. Voechting	Student Trustee	December 2014

The Chancellor of the College District is appointed by the Board and reports to the Board. The Chancellor is responsible for management of the College District’s day-to-day operations and supervises the work of other key administrators.

Brief biographies of the Chancellor and certain key administrators follow:

***Dr. Raúl Rodríguez, Chancellor.*** Dr. Rodríguez has served as the Chancellor of the College District since August of 2010. Prior to joining the College District, Dr. Rodríguez held a number of positions in both single college and multi-college community college districts in California, including over 16 years of experience as a community college CEO. Dr. Rodríguez earned a Ph.D. in Psychology from the University of California, Santa Cruz. He also earned a Master’s Degree from Fairfield University in School and Applied Psychology and a Bachelor of Arts Degree in Liberal Studies from Bowling Green State University in Ohio. An educator who taught psychology at Cabrillo College and the University of California, Santa Cruz, he is also a graduate of the Harvard Institute for Educational Management.

***Mr. John Didion, Executive Vice Chancellor, Human Resources and Educational Services.*** Mr. Didion serves as Executive Vice Chancellor of Human Resources and Educational Services for the College District. Before joining the College District in 1997, he held administrative positions in the Long Beach Community College District and the Cerritos Community College District. Mr. Didion holds a Bachelor’s Degree in journalism from the University of Southern California and a Master’s Degree in Public Administration from California State University, Long Beach.

***Mr. Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services.*** Mr. Hardash was named Vice Chancellor, Business Operations/Fiscal Services of the College District in July 2006. Prior to working with the College District, he was Vice President of Administrative Services at Pasadena City College for 5 years. He has spent 29 years in public education. Mr. Hardash holds a Master’s Degree in Business Administration from Pepperdine University and a Bachelor’s Degree in Business Administration from Loyola Marymount University.

**Dr. Erlinda Martinez, President, Santa Ana College.** Dr. Martinez was appointed President of Santa Ana College in March 2005. Prior to working for the College District, she served as the Vice President for Student Services/Assistant Superintendent for Cerritos College for 10 years, Administrative Dean and Dean of Students for Mission College for 9 years, and Director of Student Affairs for El Camino College. Dr. Martinez earned a Doctorate in Education from the University of Southern California, a Master's Degree in Counselor Education from California State University, Los Angeles and a Bachelor's Degree in Sociology from the University of California at Riverside.

**Dr. John Weispfenning, Santiago Canyon College.** Dr. Weispfenning was appointed President of Santiago Canyon College in August 2014. Before joining the College District, he was Vice President of Instruction at Orange Coast College. Before his appointment at Orange Coast College, he was Dean of Instruction at Santiago Canyon College. Dr. Weispfenning began his career in higher education in 1992, as an assistant professor at the University of Maine. In 1995 he joined the faculty of Otterbein University in Westerville, Ohio where he served as chair of the Department of Communication from 1999-2004 and also served as associate dean for academic affairs at Otterbein from 2005 to 2007. Awarded his doctorate in Communication from Purdue University, Dr. Weispfenning also holds a Master of Science in Communication from North Dakota State University and a Bachelor of Science in Mass Communication from Minnesota State University, Moorhead.

**Labor Relations**

As of September 1, 2014, the College District employed 335 full-time academic professionals, 499 full-time classified employees and 123 managers. In addition, the College District employs 2,078 part-time faculty and staff. These employees, except management and some part-time employees, are represented by four bargaining units as noted below:

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Labor Relations Organizations**

Labor Organization	Number of Employees In Organization	Contract Expiration Date
Faculty Association of Rancho Santiago Community College District	335 Full Time 1,401 Part-Time	June 30, 2014 <sup>(1)</sup>
California School Employees Association Chapter 579	465 Full-Time 209 Part-Time	June 30, 2016
Continuing Education Faculty Association	468 Part-Time	June 30, 2015
California School Employees Association, Chapter 888 (Child Development Centers Teachers)	34 Full-Time	June 30, 2015

<sup>(1)</sup> [Employees are currently working under the terms of the expired contract.]

## Insurance

The College District participates in two joint powers agreement entities; the Alliance of Schools for Cooperative Insurance Programs (“ASCIP”) and Schools Excess Liability Fund (“SELF”) (each, a “JPA”).

ASCIP arranges for and provides property, liability and workers’ compensation insurance for its member school districts. The College District pays a premium commensurate with the level of coverage requested. SELF arranges for and provides a self-funded or additional insurance for excess liability for approximately 1,100 public educational agencies.

SELF is governed by a board of 16 elected voting members, elected alternates, and two ex-officio members. The board controls the operations of SELF, including selection of management and approval of operating budgets, independent of any influence by the members beyond their representation on the board. Each member pays an annual contribution based upon that calculated by SELF’s board of directors and shares surpluses and deficits proportionately to its participation in SELF. ASCIP is governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the College District beyond the College District’s representation on the governing boards.

Each JPA is independently accountable for its fiscal matters. Budgets are not subject to any approval other than that of the respective governing boards. Member districts share surpluses and deficits proportionately to their participation in the JPA.

The relationships between the College District and the JPAs are such that neither of the JPAs is a component unit of the College District for financial reporting purposes.

***Self Insurance Fund.*** The College District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; natural disaster; and medical claims. During the fiscal year, the College District maintained an internal service fund (the “Self-Insurance Fund”) to account for and finance its uninsured risks of loss. The Self-Insurance Fund provides coverage for up to a maximum of \$25,000 for each general liability claim and \$10,000 for each property damage claim. Workers’ Compensation is 100% insured coverage. The Self-Insurance Fund is subject to assessments from the SAWCXII JPA for worker’s compensation claims for prior years (early 1990’s) when the College District was a member. The College District participates in the JPAs to provide excess insurance coverage above the self-insured level for worker’s compensation and property and liability claims. Settled claims have not exceeded the coverage provided by the JPA in any of the past three fiscal years.

Funding of the Self-Insurance Fund is based on estimates of the amounts needed to pay prior year claims and current year premiums. Workers’ Compensation claims are charged to the respective funds which are covered by the current year policy; Property and Liability claims are paid by the General Fund.

At June 30, 2013, the College District accrued the claims liability in accordance with GASB Statement No. 10, for claims that occurred when the College District was self-insured. The amount of liability is estimated at \$400,000.

Changes in the reported liability are shown below:

	<u>Workers’ Compensation</u>	<u>Property and Liability</u>
Liability Balance, July 1, 2011	\$387,361	\$297,141
Claims and changes in estimates	12,639	(253,558)
Claims payments	-	(43,583)
Liability Balance, June 30, 2012	400,000	-
Claims and changes in estimates	8,795	29,572
Claims payments	(8,795)	(29,572)
Liability Balance, June 30, 2013	400,000	-
Liability Balance, June 30, 2014	\$400,000	-
Assets Available to Pay Claims at June 30, 2013	<u>\$6,620,679</u>	<u>\$2,290,997</u>

*Source: Rancho Santiago Community College District*

### **College District Enrollment**

The table below sets forth the enrollment for funded Full-Time Equivalent Students (“FTES”) for the College District for fiscal years 2009-10 through 2013-14.

#### **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Full-Time Equivalent Students<sup>(1)</sup>**

<u>Fiscal Year</u>	<u>FTES<sup>(1)</sup></u>	<u>Increase (Decrease) From Prior Year</u>
2009-10	29,962	(1,902)
2010-11	30,515	553
2011-12	27,712	(2,803)
2012-13	28,185	473
2013-14	28,628	443

<sup>(1)</sup> FTES figures include California resident (“Resident”) students. The College District receives apportionment from the State only for Resident students. Non-resident students are charged a higher fee per unit than Resident students, which income is independent and not subject to apportionment nor deduction by the State.

Source: The College District.

The table below sets forth the projected funded FTES in the College District for the next five fiscal years.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
FTES Five-Year Projections**

<u>Fiscal Year</u>	<u>FTES</u>	<u>Increase From Prior Year</u>
2014-15	29,415	787
2015-16	30,003	588
2016-17	30,603	600
2017-18	31,215	612
2018-19	31,840	625

Source: The College District.

The table below sets forth the historical total student enrollment in the College District for the fiscal years 2009-10 through 2013-14.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Historical Enrollment**

<u>Fiscal Year</u>	<u>Total Enrollment</u>
2009-10	94,644
2010-11	91,118
2011-12	82,193
2012-13	89,724
2013-14	83,661

Source: The College District.

**Population**

The populations of the City of Orange, the City of Santa Ana (collectively, the “Cities”), the County and the State during the period from 2010 through 2014 are set forth in the following table.

**Population Figures<sup>(1)</sup>  
2010 through 2014**

<u>Year</u>	<u>City of Santa Ana</u>	<u>City of Orange</u>	<u>County of Orange</u>	<u>State of California</u>
2010	324,647	136,386	3,010,232	37,253,956
2011	325,541	137,056	3,028,846	37,427,946
2012	328,107	138,069	3,057,875	37,668,804
2013	330,407	138,913	3,085,269	37,984,138
2014	331,953	139,279	3,113,991	38,340,074

<sup>(1)</sup> As of January 1 of the respective year.  
Source: California State Department of Finance.

## Employment

The following chart compares labor force, employment, civilian employment and the unemployment rate in the Cities, County and the State of California during the period from 2009 through 2013.

### LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT City of Santa Ana, City of Orange, Orange County and the State of California Yearly Average for Years 2009 through 2013

Year and Area	<u>Labor Force</u>	<u>Civilian Employment</u>	<u>Civilian Unemployment</u>	<u>Unemployment Rate (%)</u>
<u>2009</u>				
City of Santa Ana	160,800	138,400	22,400	14.0
City of Orange	72,300	66,400	5,900	8.2
Orange County	1,589,800	1,449,000	140,800	8.9
State of California	18,220,100	16,155,000	2,065,100	11.3
<u>2010</u>				
City of Santa Ana	161,200	137,100	24,100	14.9
City of Orange	72,200	65,800	6,300	8.8
Orange County	1,586,900	1,436,000	151,000	9.5
State of California	18,336,300	16,068,400	2,267,900	12.4
<u>2011</u>				
City of Santa Ana	161,300	139,100	22,200	13.8
City of Orange	72,600	66,800	5,900	8.1
County of Orange	1,596,200	1,456,800	139,400	8.7
State of California	18,417,900	16,249,600	2,168,300	11.8
<u>2012</u>				
City of Santa Ana	161,900	142,400	19,400	12.0
City of Orange	73,500	68,400	5,100	7.0
County of Orange	1,613,600	1,491,600	122,000	7.6
State of California	18,519,000	16,589,700	1,929,300	10.4
<u>2013</u>				
City of Santa Ana	160,200	144,300	16,000	10.0
City of Orange	73,500	69,300	4,200	5.7
County of Orange	1,610,900	1,510,600	100,400	6.2
State of California	18,596,800	16,933,300	1,663,500	8.9

Source: State of California Employment Development Department; U.S. Department of Labor, Bureau of Labor Statistics.

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## Principal Employers

The following table lists the top ten employers in the City of Santa Ana.

### CITY OF SANTA ANA Principal Employers 2013

<u>Employer</u>	<u>Number of Employees</u>
1. County of Orange	17,447
2. Santa Ana Unified School District	4,665
3. Santa Ana College	2,390
4. Integrated Healthcare Holdings	1,932
5. City of Santa Ana	1,500
6. Corinthian Colleges Inc.	1,400
7. First American Financial	1,215
8. Orange County Register (Freedom Communications)	1,100
9. Ingram Micro	985
10. Abott Medical Optics Inc.	750

Source: City of Santa Ana.

The following table lists the top ten employers in the City of Orange.

### CITY OF ORANGE Principal Employers 2013

<u>Employer</u>	<u>Number of Employees</u>
1. UCI Medical Center	4,000
2. St. Joseph's Hospital & Outpatient Pavilion	3,853
3. Children's Hospital of Orange County	2,400
4. Orange County Transportation Authority	990
5. Chapman University	800
6. National Oilwell Varco-Rig Solutions	800
7. City of Orange	796
8. Sybron Dental Specialists	610
9. MS International	608
10. California Choice	490

Source: City of Orange.

## College District Investments

The Treasurer and Tax Collector (the "Treasurer") of the County manages, in accordance with California Government Code Section 53600 *et seq.*, funds deposited with the Treasurer by County school and community college districts, various special districts, and some cities within the State. State law generally requires that all moneys of the County, school and community college districts and certain special districts be held in the County's Treasury Pool.

The composition and value of investments under management in the Treasury Pool vary from time to time depending on cash flow needs of the County and public agencies invested in the pool, maturity or sale of investments, purchase of new securities, and due to fluctuations in interest rates generally.

For a further discussion of the Pooled Investment Fund, see APPENDIX F - "ORANGE COUNTY EDUCATIONAL INVESTMENT POOL DISCLOSURE."

### **Revenue Limits**

California community college districts (other than Basic Aid districts, as described below) receive approximately 58% of their funds from the State, 39% from local sources, and 3% from federal sources. State funds include general apportionment, categorical funds, capital construction, the lottery, and other minor sources. Local funds include property taxes, student fees, and miscellaneous sources. Funds for fiscal years up to and including 2005-06 were allocated to the colleges using a program-based model. The model used different factors to establish support levels for five different programs or functions: (1) Instruction and Instructional Administration; (2) Instructional Services; (3) Student Services; (4) Operation and Maintenance of Plants; and (5) Institutional Support. The program-based model was instituted in 1991, and replaced an older model based on enrollments. From and after fiscal year 2006-07, a revised model was and is used based on the adoption of Senate Bill 361 ("SB 361"). See "FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – Major Revenues – *General*" herein. All State aid is subject to the appropriation of funds in the State's annual budget. Decreases in State revenues may affect appropriations made by the legislature to the College District.

Funding of a district's revenue limit is accomplished by a mix of (1) local property taxes and (2) State apportionments of basic aid and (3) student enrollment fees. Generally, the State apportionments amount to the difference between the district's revenue limit and its local property tax revenues and student enrollment fees.

Proposition 13 and its implementing legislation permit each county to levy and collect all property taxes (except for levies to support prior voter approved indebtedness), and prescribe how levies on county-wide property values were to be shared with local taxing entities within each county.

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured," and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed property and real property having a tax lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a ten percent penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted for non-payment on or about June 30 of the fiscal year and is subject to the power of sale five years from such date if delinquent taxes are not paid. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is then subject to sale by the Treasurer. For additional details on property tax levies and collections, see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Assessed Valuations" herein.

## **Expenditures**

Funding of the above revenue limits is accomplished by a mix of local property taxes and State aid. Since the passage of Article XIII A of the California Constitution in 1978, property taxes received by the College District have been limited to the College District's share of one percent of the full cash value collected by the County. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII A of the California Constitution" herein.

As noted in the financial statements included and attached as APPENDIX C, the College District's major expenditures each year are employee salaries and benefits.

## **Financial Statements of the College District**

The College District's General Fund finances the legally authorized activities of the College District. General Fund revenues are derived from such sources as State fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Certain information from the College District's financial statements follows. The College District's audited financial statements for fiscal year 2012-13 are attached hereto as APPENDIX C.

The College District's financial statements are prepared on a modified accrual basis of accounting in accordance with generally accepted accounting principles as set forth by the Governmental Accounting Standards Board.

Funds and Account Groups used by the College District are categorized as follows:

Governmental Funds  
General Fund  
Special Revenue Fund  
Debt Service Funds  
Capital Projects Funds

The General Fund of the College District, as shown herein, is a combined fund comprised of moneys which are unrestricted and available to finance the legally authorized activities of the College District and restricted funds and moneys which are restricted to specific types of programs or purposes. General Fund revenues shown thereon are derived from such sources as taxes, aid from other government agencies, charges for current services and other revenue.

The financial statements included herein were prepared by the College District using information from the Annual Financial Reports which are prepared by the Director of Fiscal Services for the College District and audited by independent certified public accountants each year.

## **Budgets of College District**

The fiscal year of the College District begins on the first day of July of each year and ends on the 30th day of June of the following year. On or before July 1 of each year the College District adopts a fiscal line-item budget setting forth expenditures in priority sequence so that appropriations during the fiscal year can be adjusted if revenues do not meet projections.

The College District is required by provisions of the California Education Code to maintain a balanced budget each year, where the sum of expenditures plus the ending fund balance cannot exceed the revenues plus the carry-over fund balance from the previous year. The Chancellor of California

Community Colleges (the “Chancellor”) imposes a uniform budgeting format for each community college district in the State.

**College District Finances**

The following pages describe the College District’s audited financial results for the fiscal years 2010-11, 2011-12 and 2012-13 and unaudited financial results for fiscal year 2013-14, as well as a comparison of the adopted general fund budget to audited actuals for fiscal years 2012-13 and 2013-14 and the adopted budget for fiscal year 2014-15.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF REVENUES AND EXPENDITURES FOR THE GENERAL FUND  
Fiscal Years Ending June 30, 2011 through June 30, 2013**

	<b>Fiscal Year Ended June 30, 2011</b>	<b>Fiscal Year Ended June 30, 2012</b>	<b>Fiscal Year Ended June 30, 2013</b>
<b>OPERATING REVENUES</b>			
Tuition and fees (gross)	\$ 15,351,323	\$ 21,107,370	\$ 23,708,303
Less: Scholarship discounts and allowances	(4,945,259)	(9,758,739)	(10,906,638)
Net tuition and fees	<u>10,406,064</u>	<u>11,348,631</u>	<u>12,801,665</u>
Grant and Contracts, non-capital:			
Federal	37,255,917	-	-
State	14,366,980	-	-
Local	2,282,469	-	-
Transfer from agency funds	-	-	-
Auxiliary Enterprise Sales and Charges	5,871,493	664,463	-
Other Operating Revenues	-	-	416,711
<b>TOTAL OPERATING REVENUES</b>	<u>70,182,923</u>	<u>12,013,094</u>	<u>13,218,376</u>
<b>OPERATING EXPENSES</b>			
Salaries	100,889,645	100,107,761	102,369,077
Employee benefits	35,045,337	39,892,963	40,190,663
Supplies, materials, and other operating expenses and services	29,647,194	41,900,355	19,491,320
Transfer to agency funds	172,000	-	-
Student financial aid	23,473,873	23,143,690	21,953,484
Equipment, maintenance, and repairs	-	723,943	2,094,827
Utilities	3,498,988	-	-
Depreciation	11,060,649	11,872,533	12,748,021
<b>TOTAL OPERATING EXPENSES</b>	<u>203,787,686</u>	<u>217,641,245</u>	<u>198,847,392</u>
<b>OPERATING INCOME (LOSS)</b>	<u>(133,604,763)</u>	<u>(205,628,151)</u>	<u>(185,629,016)</u>

<b>NON-OPERATING REVENUES (EXPENSES)</b>			
State apportionments, non-capital	91,350,710	83,912,007	73,802,994
Local property taxes, levied for general purposes	41,867,598	37,368,294	47,932,517
Federal grants	–	36,441,396	35,015,245
State grants	–	17,426,039	17,670,634
State taxes and other revenue	4,674,236	5,354,377	5,197,530
Investment income	–	1,126,230	657,747
Interest expense on capital asset related debt	–	(23,091,239)	(12,437,237)
Interest income on capital asset-related debt, net	–	54,958	39,864
Interest and investment income, non-capital	1,196,713	–	–
Transfer out to fiduciary fund	–	(150,694)	(60,800)
Interest expense	(14,978,350)	–	–
Loss on disposal of capital assets	–	(908,770)	(1,168)
Other non-operating revenues	171,899	9,722,430	11,319,918
<b>TOTAL NON-OPERATING REVENUES (EXPENSES)</b>	<b>124,282,806</b>	<b>167,255,028</b>	<b>179,137,244</b>
<b>INCOME (LOSS) BEFORE OTHER REVENUES, EXPENSES, GAINS AND LOSSES</b>	<b>(9,321,957)</b>	<b>(38,373,123)</b>	<b>(6,491,772)</b>
<b>OTHER REVENUES, EXPENSES, GAINS AND LOSSES</b>			
State apportionments, capital	810,504	40,968	1,956,841
Interest and investment income, capital	170,262	–	–
Local property taxes and other revenues	20,547,819	18,235,063	18,988,976
Loss on disposal of fixed assets	–	–	–
<b>TOTAL OTHER REVENUES, EXPENSES, GAINS AND LOSSES</b>	<b>21,528,585</b>	<b>18,276,031</b>	<b>20,945,817</b>
<b>CHANGE IN NET ASSETS</b>	<b>12,206,628</b>	<b>(20,097,092)</b>	<b>14,454,045</b>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<b>170,309,383</b>	<b>182,516,011</b>	<b>–</b>
<b>NET ASSETS, BEGINNING OF YEAR, as restated</b>	<b>–</b>	<b>–</b>	<b>164,142,991</b>
<b>NET ASSETS, END OF YEAR</b>	<b>\$ 182,516,011</b>	<b>\$ 162,418,919</b>	<b>\$ 178,597,036</b>

<sup>(1)</sup> Includes contributions, gifts and grants, non-capital and other local revenue, non-capital.

<sup>(2)</sup> See Note 14 in APPENDIX C.

Source: The College District.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Comparison of Adopted General Fund Budgets for Fiscal Years 2012-13, 2013-14 and 2014-15,**  
**Audited Actuals for Fiscal Years 2012-13 and Unaudited Actuals for Fiscal Year 2013-14**

	2012-13 Adopted Budget	2012-13 Audited Actuals	2013-14 Adopted Budget	2013-14 Unaudited Actuals	2014-15 Adopted Budget
<b>REVENUES:</b>					
Federal	\$ 12,061,850	\$ 11,982,940	\$ 12,421,946	\$ 11,430,127	\$ 9,804,468
State	96,721,835	89,238,825	93,273,185	99,214,036	109,984,551
Local	54,771,647	61,532,022	64,576,601	60,016,479	60,896,822
<b>TOTAL REVENUES</b>	<b>\$163,555,332</b>	<b>\$162,753,787</b>	<b>\$170,271,732</b>	<b>\$170,660,642</b>	<b>\$180,685,841</b>
<b>EXPENDITURES:</b>					
Academic Salaries	\$ 58,786,711	\$ 60,876,240	\$ 60,821,053	\$ 65,736,333	\$ 63,510,337
Classified Salaries	38,991,934	36,398,291	39,835,691	38,148,246	41,498,307
Employee Benefits	38,924,347	40,462,677	39,935,447	38,262,261	43,797,209
Supplies and Materials	3,495,691	2,226,077	3,162,279	2,327,928	3,679,595
Other Operating Expenses & Services	26,028,002	18,741,928	25,184,946	20,330,997	28,015,279
Capital Outlay	2,925,537	5,440,462	2,395,615	5,392,060	2,601,951
<b>TOTAL EXPENDITURES</b>	<b>\$169,152,222</b>	<b>\$164,145,675</b>	<b>\$171,335,031</b>	<b>\$170,197,825</b>	<b>\$183,102,678</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(5,596,890)</b>	<b>(1,391,888)</b>	<b>(1,063,299)</b>	<b>462,817</b>	<b>(2,416,837)</b>
<b>NET OTHER FINANCING SOURCES (USES)</b>	<b>5,000</b>	<b>20,007</b>	<b>5,000</b>	<b>94,487</b>	<b>5,000</b>
<b>OTHER OUTGO</b>	<b>(2,067,313)</b>	<b>(4,105,328)</b>	<b>(2,160,279)</b>	<b>(10,022,415)</b>	<b>(1,893,273)</b>
<b>CHANGE IN FUND BALANCE</b>	<b>(7,659,203)</b>	<b>(5,477,209)</b>	<b>(3,218,578)</b>	<b>(9,465,111)</b>	<b>(4,305,110)</b>
<b>BEGINNING FUND BALANCE JULY 1</b>	<b>43,221,615</b>	<b>44,540,063</b>	<b>39,282,532</b>	<b>39,069,034</b>	<b>29,603,923</b>
<b>ENDING FUND BALANCE JUNE 30</b>	<b>\$ 35,562,412</b>	<b>\$ 39,062,854</b>	<b>\$ 36,063,954</b>	<b>\$ 29,603,923</b>	<b>\$ 25,298,813</b>

(1) Source: The College District.

## District Debt

Prior to delivery of the Bonds, the District's general obligation indebtedness as of June 30, 2014, was \$[\_\_\_\_\_], which is approximately [\_\_\_\_]% of its total 2013-14 assessed valuation. All additional series of bonds issued under and pursuant to a bond authorization for the issuance and sale of not more than \$337,000,000 of general obligation bonds approved by more than 55% of the voters of the District voting at an election held on November 5, 2002 (the "Bond Authorizations") and any other authorization will be secured on a parity with the Bonds. \$[\_\_\_\_\_] of the Bond Authorization remains to be issued. Following issuance of the Bonds \$\_\_\_\_\_\*

## Long-Term Obligations

The changes in the District's long-term obligations during fiscal year 2012-13 consisted of the following:

	Balance Beginning of Year	Additions	Deductions	Balance End of Year	Due in One Year
<b>Bonds and Notes Payable</b>					
General Obligations – 2003, Series A	\$4,810,000	\$ –	\$2,310,000	\$2,500,000	\$2,500,000
General Obligations – 2003, Series B	58,052,021	554,578	4,620,000	53,986,599	2,340,000
General Obligations – 2006, Series C	135,443,873	2,436,878	80,760,000	57,120,751	700,000
2005 General Obligations Refunding Bonds	52,667,262	110,528	1,210,000	51,567,790	1,710,000
2011 General Obligations Refunding Bonds	10,300,000	–	–	10,300,000	40,000
2012 General Obligations Refunding Bonds	62,985,000	–	–	62,985,000	–
	–			79,130,000	
2013 General Obligations Refunding Bonds		79,130,000	–		1,225,000
Unamortized bond premium	30,101,720	17,507,696	8,385,980	39,223,436	–
Total Bonds and Notes Payable	<u>354,359,876</u>	<u>99,739,680</u>	<u>97,285,980</u>	<u>356,813,876</u>	<u>8,515,000</u>
<b>Other Liabilities</b>					
Claims payable	400,000	–	–	400,000	–
Compensated absences	4,736,653	178,125	–	4,914,778	754,380
Load banking	3,493,273	578,650	1,650	4,070,273	–
Net OPEB obligations	47,260,769	8,894,629	5,879,433	50,275,965	–
Total Other Liabilities	<u>55,890,695</u>	<u>9,651,404</u>	<u>5,881,083</u>	<u>59,661,016</u>	<u>754,380</u>
Total Long-Term Obligations	<u>\$410,250,571</u>	<u>\$109,391,084</u>	<u>\$103,167,063</u>	<u>\$416,474,592</u>	<u>\$9,269,380</u>

## Operating Leases

The College District has entered into various operating leases for land, building, and equipment with lease terms in excess of one year. None of these agreements contain purchase options. Future minimum lease payments under these agreements are as follows:

\* Preliminary; subject to change.

Fiscal Year (Ending June 30)	<u>Lease Payments</u>
2015	\$298,139
2016	285,253
2017	125,685
2018	3,498
Thereafter	<u>1,497</u>
Total	<u>\$714,072</u>

Source: The College District.

The College District will receive no sublease rental revenues nor pay any contingent rentals for these leases.

### **Public Agency Retirement System**

#### *Plan Description*

The Public Agency Retirement System (“PARS” is a defined contribution plan qualifying under §401(a) and §501 of the Internal Revenue Code. PARS covers part-time, seasonal and temporary employees, and employees not covered by §3121(b)(7)(F) of the Internal Revenue Code. The benefit provisions and contribution requirements of plan members and the College District are established and may be amended by the PARS Board of Trustees.

#### *Funding Policy*

Contributions of 7.5 percent of covered compensation of eligible employees are made by the employer and employee. Total contributions, employer and employee combined, were made in the amount of \$570,709 during fiscal year 2013-14. The total amount of covered compensation was \$7,609,447. Total contributions made are 100 percent of the amount of contributions required for fiscal year 2013-14.

### **STRS and CalPERS**

The College District participates in the State Teachers’ Retirement System (“STRS”). This plan basically covers all full-time certificated and some classified District employees. The College District’s employer contribution to STRS was \$4,629,714 for fiscal year 2012-13, \$5,001,034 for fiscal year 2013-14, and is budgeted to be \$5,698,497 for fiscal year 2014-15.

The College District also participates in the State Public Employees’ Retirement System (“CalPERS”). This plan covers all classified personnel who are employed four or more hours per day. The College District’s employer contribution to CalPERS was \$4,183,376 for fiscal year 2012-13, \$4,307,219 for fiscal year 2013-14, and is budgeted to be \$4,741,846 for fiscal year 2014-15.

### **State Pension Trusts**

The following information on the State Pension Trusts has been obtained from publicly available sources and has not been independently verified by the College District, is not guaranteed as to the accuracy or completeness of the information and is not to be construed as a representation by the College District, the Underwriter, Bond Counsel or Disclosure Counsel. Furthermore, the summary data below



should not be read as current or definitive, as recent losses on investments made by the retirement systems generally may have increased the unfunded actuarial accrued liabilities stated below.

The assets and liabilities of the funds administered by CalPERS and STRS, as well as certain other retirement funds administered by the State, are included in the financial statements of the State for the year ended June 30, 2013, as fiduciary funds. Both CalPERS and STRS have unfunded actuarial accrued liabilities in the tens of billions of dollars. The amount of unfunded actuarially accrued liability will vary from time to time depending upon actuarial assumptions, rates of return on investments, salary scales, and levels of contribution.

STRS and CalPERS each issue separate comprehensive annual financial reports that include financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from STRS, P.O. Box 15275, Sacramento, California 95851-0275 and copies of the CalPERS annual financial report and actuarial valuations may be obtained from the CalPERS Financial Services Division, P.O. Box 942703, Sacramento, California 94229-2703. The information presented in these reports is not incorporated by reference in this Official Statement.

In recent years, the combined employer, employee and State contributions to STRS have not been sufficient to pay actuarially required amounts. As a result, and due to significant investments losses, the unfunded actuarial liability of STRS has increased significantly. The College District is unable to predict what the STRS program liabilities will be in the future. In order to address STRS funding inadequacies, the 2014-15 State Budget (defined below) sets forth a plan of shared responsibility among the State, school districts and teachers to shore up STRS. The first year's increased contributions from all three entities are approximately \$275 million. The contributions would increase in subsequent years, reaching more than \$5 billion annually. Total contributions from all three entities today equal 19.3 percent of teacher payroll at an average school district and would rise to 35.7 percent. Contributions from school districts and community colleges are presently at 8.88 percent, and would increase to 19.10 percent by July 1, 2020. Governor Brown expects that this will eliminate the unfunded liability in approximately 30 years.

**STATE OF CALIFORNIA  
ACTUARIAL VALUE OF STATE RETIREMENT SYSTEMS**

<u>Name of Plan</u>	<u>Excess of Actuarial Value of Assets Over Actuarial Accrued Liabilities (Unfunded Actuarial Accrued Liability)</u>
Public Employees' Retirement Fund Schools (CalPERS) <sup>(1)</sup>	\$(14.585) billion <sup>(2)</sup>
State Teachers' Retirement Fund Defined Benefit Program (CalSTRS) <sup>(3)</sup>	\$(73.677) billion <sup>(4)</sup>

<sup>(1)</sup> As of June 30, 2013, the CalPERS provided pension benefits to 1,104,237 active and inactive program members and 574,759 retirees, beneficiaries, and survivors. There were 283,003 active members from schools.

<sup>(2)</sup> Figure as of June 30, 2012, and reflects the market value of trust assets.

<sup>(3)</sup> As of June 30, 2013, the CalSTRS Defined Benefit Program had approximately 599,219 active and inactive program members and 269,274 retirees and benefit recipients.

<sup>(4)</sup> Figure as of June 30, 2013.

Source: CalPERS State and Schools Actuarial Valuation as of June 30, 2012; CalSTRS Defined Benefit Program 2013 Actuarial Valuation as of June 30, 2013.

On August 28, 2012, Governor Brown and the State Legislature reached agreement on a new law that will reform pensions for State and local government employees. AB 340, which was signed into law on September 12, 2012, established the California Public Employees' Pension Reform Act of 2013

("PEPRA") which governs pensions for public employers and public pension plans on and after January 1, 2013. For new employees first employed on or after January 1, 2013, PEPRA, among other things, caps pensionable salaries at the Social Security contribution and wage base, which is \$110,100 for 2012, or 120% of that amount for employees not covered by Social Security, increases the retirement age by two years or more for all new public employees first employed on or after January 1, 2013 while adjusting the retirement formulas, requires employees first employed on or after January 1, 2013 to pay at least 50% of the annual accrued actuarially determined normal costs of benefits and prohibits employers in any year in combination with employee contributions less than the plan normal cost, except as specified, and also requires the calculation of benefits on regular, recurring pay to stop income spiking. For all employees, changes required by PEPRA include the prohibition of retroactive pension increases, pension holidays and purchases of service credit. PEPRA applies to all State and local public retirement systems, including county and special district retirement systems. PEPRA only exempts the University of California system and charter cities and counties whose pension plans are not governed by State law. Although the College District anticipates that PEPRA would not increase the College District's future pension obligations, the College District is unable to determine the extent of any impact PEPRA would have on CalSTRS, CalPERS or the College District's pension obligations under STRS and PERS at this time. Additionally, the College District cannot predict if PEPRA will be challenged in court and, if so, whether any challenge would be successful.

### **Post-Employment Benefits**

**Plan Description.** The College District currently provides retiree and dependent medical coverage to eligible academic and classified employees. Persons retiring with more than ten years but less than fifteen years of service are eligible to receive medical benefits on a self-pay basis. A person retiring with fifteen years or more service is eligible to receive medical benefits up to \$30,159 for fiscal year 2014-15 (The maximum for most employees was \$24,909 for fiscal year 2014-15). Currently, 400 employees meet those eligibility requirements.

For employees whose first paid date of contract services is on or after May 31, 1986 and who subsequently qualify for the foregoing fifteen (15) year retiree service benefit, the College District will pay its portion of the insurance premium until the retiree reaches age 70. After age 70, such retirees may continue coverage at their own expense.

Retirees' coverage ends the date the plan terminates or the date the retiree terminates coverage. In the instance of self-paid and partial paid retiree benefits, the coverage will be terminated when payment is 45 days past due. Dependent coverage terminates the date he/she ceases to be a dependent.

**Funding Policy.** The College District currently finances benefits on a pay-as-you-go basis for health premiums. The College District contributes 100% of the cost of the current year premiums for eligible retired plan members and their spouses as applicable. For fiscal year 2012-13, the College District contributed \$9,275,101, consisting of \$5,879,433 for premiums and \$3,395,668 to set aside for future liability. For fiscal year ended June 30, 2014, the College District contributed \$8,350,167, consisting of \$5,623,447 for premiums and \$2,726,720 to set aside for future liability. The College District has budgeted a contribution of \$6,465,207 for fiscal year 2014-15 for health premiums. In addition, the College District has budgeted a contribution of \$1,635,148 in 2014-15 toward future liability

The College District has transferred \$38,070,621 (cash balance as of June 30, 2014) to a special reserve fund to fund its outstanding liability with respect to its Post-Employment Benefits. This fund has not been irrevocably pledged towards the College District's liability, however, and may be accessed by the College District upon Board action.

**Actuarial Report.** The College District has received a study by Total Compensation, Inc. dated April 25, 2014, with respect to its liability in connection with such post-employment health care benefits. The study concluded that the actuarial accrued liability (“AAL”) as of February 1, 2014, was \$82,058,965, and that the annual required contribution (the “ARC”) necessary to fund such benefits for the year beginning February 1, 2014, was \$8,350,167. The ARC is composed of the value of future benefits earned by current employees during each fiscal year (the “Normal Cost”), and the amount necessary to amortize the AAL. Collectively, the ARC is the amount that would be necessary to fund both the Normal Cost and the AAL in accordance with the Governmental Accounting Standards Board Statements Nos. 43 and 45.

**Rancho Santiago Community College District  
Post-Employment Benefits**

<b>Date of Actuarial Study/Update</b>	<b>Unfunded Actuarial Accrued Liability (UAAL)</b>	<b>Discount Rate Used to Calculate Annual Cost to Amortize UAAL</b>	<b>Annual Required Contribution</b>
February 1, 2014	\$82,058,965	4.75%	\$8,350,167

<sup>(1)</sup> Initial Contribution.

**FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA**

**Major Revenues**

**General.** On September 29, 2006, the Governor signed into law Senate Bill No. 361 (“SB 361”) which established the formulas for allocating general-purpose apportionments to California community college districts beginning fiscal year 2006-07. SB 361 required the Board of Governors of the California Community Colleges (the “Board of Governors”) to develop criteria and standards in accordance with prescribed Statewide minimum requirements. In establishing these minimum requirements, the Board of Governors was required to acknowledge community college districts’ need to receive an annual allocation based on the number of colleges and comprehensive centers in each respective district, plus funding based on the number of credit and noncredit FTES in each district.

SB 361 specified that, commencing with the 2006-07 fiscal year, the marginal amount of credit revenue allocated per credit FTES would not be less than \$4,367, noncredit instruction would be funded at a uniform rate of \$2,626 per FTES, and career development and college preparation would be funded at a rate of \$3,092 per FTES, each subject to cost of living adjustments in the budget act in subsequent fiscal years.

The major local revenue source is local property taxes that are collected from within district boundaries. Student enrollment fees from the local community college district generally account for the remainder of local revenues for the district. Property taxes and student enrollment fees are applied towards fulfilling the district’s financial needs. State aid is subject to the appropriation of funds in the State’s annual budget. Decreases in State revenues may affect appropriations made by the Legislature to the districts. The sum of the property taxes, student enrollment fees, and State aid generally comprise a district’s revenue limit. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Assessed Valuation – Constitutional and Statutory Initiatives” in the forepart of this Official Statement for additional information regarding Article XIII A, assessed valuations and ad valorem property taxes.

A small part of each community college district’s budget is from local sources other than property taxes and student enrollment fees, such as interest income, donations and sales of property. Every

community college district receives the same amount of lottery funds per pupil from the State. The initiative authorizing the lottery does require the funds to be used for instructional materials, and prohibits their use for capital purposes.

**Budget Procedures.** On or before September 15 of each calendar year, the respective board of trustees for each community college district is required under Section 58305 of the California Code of Regulations, Title V, to adopt a balanced budget. Each September, every State agency, including the Chancellor's Office of the California Community Colleges (the "Chancellor's Office"), submits to the Department of Finance ("DOF") proposals for changes in the State budget. These proposals are submitted in the form of Budget Change Proposals ("BCPs"), involving analyses of needs, proposed solutions and expected outcomes. Thereafter, the DOF makes recommendations to the Governor, and by January 10 a proposed State budget is presented by the Governor to the Legislature. The Governor's proposed State budget is then analyzed and discussed in committees, and hearings begin in the State Assembly and Senate. In May, based on the debate, analysis and changes in the economic forecasts, the Governor issues a revised budget with changes he or she supports. The law requires the Legislature to submit its approved budget by June 15. State law requires the Governor to announce his or her line item reductions and sign the State budget by June 30.

In response to growing concern for accountability the statewide Board of Governors and the Chancellor's Office have, through enabling legislation (AB 2910, Chapter 1486, Statutes of 1986), established expectations for sound district fiscal management and a process for monitoring and evaluating the financial condition to ensure the financial health of California's community college districts. In accordance with statutory and regulatory provisions, the Chancellor has been given the responsibility to identify districts at risk and, when necessary, the authority to intervene to bring about improvement in their financial condition. To stabilize a district's financial condition, the Chancellor may, as a last resort, seek an appropriation for an emergency apportionment.

The monitoring and evaluation process is designed to provide early detection and amelioration that will stabilize the financial condition of the district before an emergency apportionment is necessary. This is accomplished by (1) assessing the financial condition of districts through the use of various information sources, and (2) taking appropriate and timely follow-up action to bring about improvement in a district's financial condition, as needed. A variety of instruments and sources of information are used to provide a composite of each district's financial condition, including quarterly financial status reports, annual financial and budget reports, attendance reports, annual district audit reports, district input and other financial records. In assessing each district's financial condition, the Chancellor will pay special attention to each district's general fund balance, spending pattern, and FTES patterns. Those districts with greater financial difficulty will receive follow-up visits from the Chancellor's Office where financial solutions to the district's problems will be addressed and implemented.

## **Proposition 98**

**General.** In 1988, California voters approved Proposition 98, a combined initiative, constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" ("Proposition 98"). Proposition 98 changed State funding of public education below the university level, and the operation of the State's Appropriations Limit, primarily by guaranteeing State funding for K-12 school districts and community college districts (collectively, "K-14").

Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), K-14 districts are guaranteed the greater of (a) in general, a fixed percent of the State's General Fund revenues ("Test 1"), (b) the amount appropriated to K-14 schools in the prior year, adjusted for changes in the cost-of-living (measured as in Article XIII B by reference to State per capita personal income) and enrollment

(“Test 2”), or (c) a third test, which would replace Test 2 in any year when the percentage growth in per capita State General Fund revenues from the prior year plus one-half of one percent is less than the percentage growth in State per capita personal income (“Test 3”). Under Test 3, schools would receive the amount appropriated in the prior year adjusted for changes in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If Test 3 is used in any year, the difference between Test 3 and Test 2 would become a “credit” to schools which would be the basis of payments in future years when per capita State General Fund revenue growth exceeds per capita personal income growth. Legislation adopted prior to the end of the 1988-89 fiscal year, implementing Proposition 98, determined the K-14 districts’ funding guarantee under Test 1 to be 40.3% of the State General Fund tax revenues, based on 1986-87 appropriations. However, that percentage has been adjusted to 35% to account for a subsequent redirection of local property taxes whereby a greater proportion of education funding now comes from local property taxes.

Proposition 98 permits the State Legislature by a two-thirds vote of both houses, with the Governor’s concurrence, to suspend the K-14 districts’ minimum funding formula for a one-year period. In 1989, the Legislature and the Governor last utilized this provision to avoid having 40.3% of revenues generated by a special supplemental sales tax enacted for earthquake relief go to K-14 districts. Proposition 98 also contains provisions transferring certain State tax revenues in excess of the Article XIII B limit to K-14 districts.

***Application of Proposition 98.*** The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. One major reason is that Proposition 98 minimum funding levels under Test 1 and Test 2 are dependent on State General Fund revenues. In past fiscal years, the State made actual allocations to K-14 districts based on an assumption of State General Fund revenues at a level above that which was ultimately realized. In such years, the State has considered the amounts appropriated above the minimum as a loan to K-14 districts, and has deducted the value of these loans from future years’ estimated Proposition 98 minimum funding levels. The State determined that there were loans to K-14 districts of \$1.3 billion during fiscal year 1990-91, \$1.1 billion during fiscal year 1991-92, \$1.3 billion during fiscal year 1992-93 and \$787 million during fiscal year 1993-94. These loans have been combined with the K-14 1992-93 loans into one loan totaling \$1.760 billion. The State proposed that repayment of this loan would be from future years’ Proposition 98 entitlements, and would be conditioned on maintaining current funding levels per pupil for K-12 schools.

## **State Assistance**

The principal funding formulas and revenue sources for school and community college districts are derived from the budget of the State. **The following information concerning the State’s budgets has been obtained from publicly available information which the College District believes to be reliable; however, the State has not entered into any contractual commitment with the College District, the County, the Underwriter, Bond Counsel, Disclosure Counsel, nor the owners of the Bonds to provide State budget information to the College District or the owners of the Bonds. Although they believe the State sources of information listed above are reliable, neither the College District, the County, Bond Counsel, Disclosure Counsel nor the Underwriter assumes any responsibility for the accuracy of the State budget information set forth or referred to herein or incorporated by reference herein. Additional information regarding State budgets is available at various State-maintained websites including [www.dof.ca.gov](http://www.dof.ca.gov).** This website is not incorporated herein by reference and neither the College District nor the Underwriter make any representation as to the accuracy of the information provided therein.

**2014-15 State Budget.** On June 20, 2014, Governor Brown signed the fiscal year 2014-15 State Budget Act (the “2014-15 State Budget”). The 2014-15 State Budget including approximately \$109.3 billion in State General Fund resources (including revenues, transfers and prior year balance) and approximately \$108.0 billion in planned State General Fund expenditures. \$1.6 billion in State General Fund revenues will be transferred to a budget stabilization fund. The 2014-15 State Budget includes an approximately 7.2 percent State General Fund spending increase from the State’s fiscal year 2013-14 budget. The 2014-15 State Budget includes approximately \$10 billion more in Proposition 98 funding than in fiscal year 2013-14.

The 2014-State Budget also assumes a proposed constitutional amendment to strengthen California’s reserve fund. The constitutional amendment would, among other things, create a Proposition 98 reserve, whereby spikes in funding would be saved for future years of decline, designed to minimize cuts during times of economic downturn. The establishment of such a reserve would not affect the guaranteed level of funding for community colleges under Proposition 98. California voters will vote on the proposed constitutional amendment in November 2014.

The 2014-15 State Budget included the following significant adjustments affecting California community colleges:

- *Investing in Student Success* — \$170 million in the Proposition 98 State General Fund to improve and expand student success programs and to strengthen efforts to assist underrepresented students. This includes \$100 million to increase orientation, assessment, placement, counseling and other education planning services for all matriculated students. It also targets \$70 million to close achievement gaps in access and achievement in underrepresented student groups.
- *Allocating Apportionments* — An increase of \$140.4 million in the Proposition 98 State General Fund for growth in general-purpose apportionments, which represents a 2.75 percent increase in enrollment. The 2014-15 State Budget directs the Board of Governors to adopt a growth formula that gives first priority to districts identified as having the greatest unmet need in adequately serving their community’s higher education needs.
- *Cost-of-Living Adjustment* — An increase of \$47.3 million for a statutory cost of living adjustment of 0.85 percent.
- *Eliminating Apportionment Deferrals* — Designating \$498 million to the Proposition 98 State General Fund to buy down outstanding deferral debt owed to California community colleges.
- *Financial Stability for Apportionments* — An increase of \$40.5 million in fiscal year 2013-14 and \$37.8 million fiscal year 2014-15 in Proposition 98 State General Fund by shifting a portion of the redevelopment agency revenues that are scheduled to be received in the final months of the fiscal year to the following fiscal year. Proposition 98 State General Fund would be used to backfill the difference between estimated total fiscal year redevelopment agency revenues and the amount California community colleges receive through April 15<sup>th</sup> of any given fiscal year.
- *Investing in Deferred Maintenance and Instructional Equipment* — A one-time increase of \$148 million to the Proposition 98 State General Fund, which may be split between deferred maintenance and instructional equipment purchases.

The College District cannot predict how State income or State education funding will vary over the term of the Bonds, and the College District takes no responsibility for informing owners of the Bonds as to actions the State Legislature or Governor may take affecting the current year's budget after its adoption. Information about the State budget and State spending for education is regularly available at various State-maintained websites. The complete text of proposed and adopted budgets may be found at the website of the Department of Finance, [www.dof.ca.gov](http://www.dof.ca.gov), under the heading "California Budget" or [www.ebudget.ca.gov](http://www.ebudget.ca.gov). An impartial analysis of the budget is posted by the Office of the Legislative Analyst at [www.lao.ca.gov](http://www.lao.ca.gov). In addition, various State official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on school districts in the State, may be found at the website of the State Treasurer, [www.treasurer.ca.gov](http://www.treasurer.ca.gov). The information referred to is prepared by the respective State agency maintaining each website and not by the College District, and the College District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

***Prohibitions on Diverting Local Revenues for State Purposes.*** Beginning in 1992-93, the State satisfied a portion of its Proposition 98 obligations by shifting part of the property tax revenues otherwise belonging to cities, counties, special districts, and redevelopment agencies, to school and college districts through a local Educational Revenue Augmentation Fund ("ERAF") in each county. Local agencies, objecting to invasions of their local revenues by the State, sponsored a statewide ballot initiative intended to eliminate the practice. In response, the Legislature proposed an amendment to the State Constitution, which the State's voters approved as Proposition 1A at the November 2004 election. Proposition 1A generally superseded by the passage of an initiative supporting another constitutional amendment at the November 2010 election, known as "Proposition 22."

The effect of Proposition 22 is to prohibit the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services. It prevents the State from redirecting redevelopment agency property tax increment to any other local government, including school districts, or from temporarily shifting property taxes from cities, counties and special districts to schools, as in the ERAF program. This is intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. One effect of Proposition 22 will be to deprive the State of fuel tax revenues to pay debt service on most State bonds for transportation projects, reducing the amount of State General Fund resources available for other purposes, including education.

Prior to the passage of Proposition 22, the State invoked Proposition 1A to divert \$1.935 billion in local property tax revenues in 2009-10 from cities, counties, and special districts to the State to offset State General Fund spending for education and other programs, and included another diversion in the adopted 2009-10 State budget of \$1.7 billion in local property tax revenues from local redevelopment agencies. Redevelopment agencies, through the California Redevelopment Association ("CRA") are actively engaged in litigation to block the transfer of payments and recoup certain payments already made under certain legislation passed in July 2009 that is beyond the reach of Proposition 22, known as "ABX4 26." Because Proposition 22 reduces the State's authority to use or reallocate certain revenue sources, fees and taxes for State General Fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State General Fund.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State Budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1,

2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and K-14 school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to K-14 school districts and county offices of education, totaling \$1.7 billion statewide. The College District is unable to predict what affect the implementation of ABx1 26 will have on the College District's future receipt of tax increment revenues.

### **Proposition 1A**

Proposition 1A ("Proposition 1A"), proposed by the Legislature in connection with the 2004-05 Budget Act and approved by the voters in November 2004, provides that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions.

### **Final State Budgets**

Under State law, the State Legislature is required to adopt its budget by June 15 of each year for the upcoming fiscal year, with approval by the Governor to occur on June 30. The State Legislature failed to pass a State budget for fiscal year 2008-09 until September 23, 2008. Accordingly, many State payments were held until the 2008-09 State Budget was adopted, including those scheduled to be made to school and community college districts under Proposition 98 and receipt of State categorical funds by the College District was delayed until the State budget was adopted for the 2008-09 fiscal year. The events leading to the inability of the State Legislature to pass a budget in a timely fashion are not unique, and the College District cannot predict what circumstances may cause a similar failure in future years. In each year where the State budget lags adoption of the College District's budget, it will be necessary for the College District's staff to review the consequences of the changes, if any, at the State level from the proposals in the May Revision for that year, and determine whether the College District's budget will have to be revised.

The State has in past years experienced budgetary difficulties and has balanced its budget by requiring local political subdivisions to fund certain costs theretofore borne by the State. Further State actions taken to address its budgetary difficulties could have the effect of reducing the College District's support indirectly, and the College District is unable to predict the nature, extent or effect of such reductions.

The College District cannot predict whether the State will continue to encounter budgetary difficulties in future fiscal years. The College District also cannot predict the impact future State Budgets will have on the College District's finances and operations or what actions the State Legislature and the Governor may take to respond to changing State revenues and expenditures. Current and future State Budgets will be affected by national and State economic conditions and other factors which the College District cannot control.

In addition, the College District cannot predict the effect that the general economic conditions within the State and the State's budgetary problems may have in the future on the College District budget or operations.



## Constitutional Initiatives and Statutory Measures

**Article XIII A of the California Constitution.** On June 16, 1978, California voters approved Proposition 13, which added Article XIII A to the California Constitution (“Article XIII A”). See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Assessed Valuation – Constitutional and Statutory Initiatives” in the forepart of this Official Statement for additional information regarding Article XIII A.

**Proposition 26.** On November 2, 2010, California voters approved Proposition 26 as an amendment to Section 3 of Article XIII A (and Section 1 of Article XIII C) of the State Constitution that requires a two-thirds vote in the Legislature to pass certain State fees, levies, charges and tax revenue allocations that under the State's previous rules could be enacted by a simple majority vote. Certain local fees must also be approved by two-thirds of voters. Proposition 26 expanded the scope and definition of a State or local tax to include many payments previously considered to be fees or charges, so that more proposals would require approval by two-thirds of the State Legislature or by local voters.

**Article XIII B of the California Constitution.** Under Article XIII B of the California State Constitution state and local government entities have an annual “appropriations limit” and are not permitted to spend certain moneys which are called “appropriations subject to limitation” (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the “appropriations limit.” Article XIII B does not affect the appropriations of moneys which are excluded from the definition of “appropriations subject to limitation,” including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the “appropriations limit” is to be based on certain 1978-79 expenditures, and is to be adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities. Among other provisions of Article XIII B, if these entities’ revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

**Unitary Property.** AB 454 (Chapter 921, Statutes of 1986) provides that revenues derived from most utility property assessed by the State Board of Equalization (“Unitary Property”), commencing with the 1988-89 fiscal year, will be allocated as follows: (1) each jurisdiction will receive up to 102% of its prior year State-assessed revenue; and (2) if county-wide revenues generated from Unitary Property are less than the previous year’s revenues or greater than 102% of the previous year’s revenues, each jurisdiction will share the burden of the shortfall or excess revenues by a specified formula. This provision applies to all Unitary Property except railroads, whose valuation will continue to be allocated to individual tax rate areas.

The provisions of AB 454 do not constitute an elimination of the assessment of any State-assessed properties nor a revision of the methods of assessing utilities by the State Board of Equalization. Generally, AB 454 allows valuation growth or decline of Unitary Property to be shared by all jurisdictions in a county.

**California Lottery.** In the November 1984 general election, the voters of the State approved a Constitutional Amendment establishing a California State Lottery (the “State Lottery”), the net revenues (revenues less expenses and prizes) of which shall be used to supplement other moneys allocated to public education. The legislation further requires that the funds shall be used for the education of pupils and students and cannot be used for the acquisition of real property, the construction of facilities or the financing of research.

Allocation of State Lottery net revenues is based upon the average daily attendance or full-time equivalent students at each school and community college district; however, the exact allocation formula may vary from year to year. At this time, the amount of additional revenues that may be generated by the State Lottery in any given year cannot be predicted.

**Proposition 46.** On June 3, 1986, California voters approved Proposition 46, which added an additional exemption to the 1% tax limitation imposed by Article XIII A. Under this amendment to Article XIII A, local governments and school and community college districts may increase the property tax rate above 1% for the period necessary to retire new, general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

**Proposition 39.** On November 7, 2000, California voters approved Proposition 39, called the “Smaller Classes, Safer Schools and Financial Accountability Act” (the “Smaller Classes Act”) which amends Section 1 of Article XIII A, Section 18 of Article XVI of the California Constitution and Section 47614 of the California Education Code and allows an alternative means of seeking voter approval for bonded indebtedness by 55 percent of the vote, rather than the two-thirds majority required under Section 18 of Article XVI of the Constitution. The 55 percent voter requirement applies only if the bond measure submitted to the voters includes, among other items: (1) a restriction that the proceeds of the bonds may be used for “the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities,” (2) a list of projects to be funded and a certification that the school district board has evaluated “safety, class size reduction, and information technology needs in developing that list” and (3) that annual, independent performance and financial audits will be conducted regarding the expenditure and use of the bond proceeds.

Section 1(b)(3) of Article XIII A has been added to exempt the one percent ad valorem tax limitation that Section 1(a) of Article XIII A of the Constitution levies, to pay bonds approved by 55 percent of the voters voting on the measure, subject to the restrictions explained above.

The Legislature enacted AB 1908, Chapter 44, which became effective upon passage of Proposition 39 and amends various sections of the Education Code. Under amendments to Section 15268 and 15270 of the Education Code, the following limits on ad valorem taxes apply in any single election: (1) for a school district, indebtedness shall not exceed \$30 per \$100,000 of taxable property, (2) for a unified school district, indebtedness shall not exceed \$60 per \$100,000 of taxable property, and (3) for a community college district, indebtedness shall not exceed \$25 per \$100,000 of taxable property. Finally, AB 1908 requires that a citizens’ oversight committee must be appointed who will review the use of the bond funds and inform the public about their proper usage.

**Article XIII C and XIII D of the California Constitution.** On November 5, 1996, an initiative to amend the California Constitution known as the “Right to Vote on Taxes Act” (“Proposition 218”) was approved by a majority of California voters. Proposition 218 added Articles XIII C and XIII D to the State Constitution and requires majority voter approval for the imposition, extension or increase of general taxes and 2/3 voter approval for the imposition, extension or increase of special taxes by a local government, which is defined in Proposition 218 to include counties. Proposition 218 also provides that any general tax imposed, extended or increased without voter approval by any local government on or after January 1, 1995, and prior to November 6, 1996 shall continue to be imposed only if approved by a majority vote in an election held within two years following November 6, 1996. All local taxes and benefit assessments which may be imposed by public agencies will be defined as “general taxes” (defined as those used for general governmental purposes) or “special taxes” (defined as taxes for a specific purpose even if the revenues flow through the local government’s general fund) both of which would

require a popular vote. New general taxes require a majority vote and new special taxes require a two-thirds vote. Proposition 218 also extends the initiative power to reducing or repealing local taxes, assessments, fees and charges, regardless of the date such taxes, assessments or fees or charges were imposed, and lowers the number of signatures necessary for the process. In addition, Proposition 218 limits the application of assessments, fees and charges and requires them to be submitted to property owners for approval or rejection, after notice and public hearing.

The College District and the Improvement District has no power to impose taxes except property taxes associated with a general obligation bond election, following approval by 55% or 2/3 of the Improvement District's voters voting on a bond measure, depending upon the Article of the Constitution under which it is passed. Under previous law, the College District and the Improvement District could apply provisions of the Landscape and Lighting Act of 1972 to create an assessment district for specified purposes, based on the absence of a majority protest. Proposition 218 significantly reduces the ability of the College District and the Improvement District to create such special assessment districts. Any assessments, fees or charges levied or imposed by any assessment district created by the College District and the Improvement District will become subject to the election requirements of Proposition 218 as described above, a more elaborate notice and balloting process and other requirements.

Proposition 218 also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees or charges were imposed, and reduces the number of signatures required for the initiative process. This extension of the initiative power to some extent constitutionalizes the March 6, 1995 State Supreme Court decision in *Rossi v. Brown*, which upheld an initiative that repealed a local tax and held that the State Constitution does not preclude the repeal, including the prospective repeal, of a tax ordinance by an initiative, as contrasted with the State constitutional prohibition on referendum powers regarding statutes and ordinances which impose a tax. Generally, the initiative process enables California voters to enact legislation upon obtaining requisite voter approval at a general election. Proposition 218 extends the authority stated in *Rossi v. Brown* by expanding the initiative power to include reducing or repealing assessments, fees and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Proposition 218 to fees imposed after November 6, 1996 and absent other legal authority could result in retroactive reduction in any existing taxes, assessments or fees and charges. Such legal authority could include the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution.

Proposition 218 has no effect upon the College District's and the Improvement District's ability to pursue approval of a general obligation bond issue or a Mello-Roos Community Facilities District bond issue in the future, both of which are already subject to a 2/3 vote, although certain procedures and burdens of proof may be altered slightly. The College District is unable to predict the nature of any future challenges to Proposition 218 or the extent to which, if any, Proposition 218 may be held to be unconstitutional.

**Proposition 1A.** Proposition 1A (SCA 4), proposed by the Legislature in connection with the 2004-05 Budget Act and approved by the voters in November 2004, provides that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibits the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any fiscal year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county must be approved by two-thirds of both houses of the State Legislature. Proposition 1A provides, however, that beginning in fiscal year 2008-09, the State may shift to schools and community colleges up

to 8% of local government property tax revenues, which amount must be repaid, with interest, within three years, if the Governor proclaims that the shift is needed due to a severe state financial hardship, the shift is approved by two-thirds of both houses of the State Legislature and certain other conditions are met. The State may also approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also provides that if the State reduces the Vehicle License Fee rate from 0.65 percent of vehicle value, the State must provide local governments with equal replacement revenues. Further, Proposition 1A requires the State, beginning July 1, 2005, to suspend State mandates affecting cities, counties and special districts, schools or community colleges, excepting mandates relating to employee rights, in any year that the State does not fully reimburse local governments for their costs of compliance with such mandates.

***Future Initiatives.*** Article XIII A, Article XIII B, Article XIII C, Article XIII D and Propositions 98, 46, 39 and 1A were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time, other initiative measures could be adopted, further affecting the Improvement District's and College District's revenues or their ability to expend revenues.

## APPENDIX B

### FORM OF BOND COUNSEL OPINION

[Closing Date]

Board of Trustees  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, California 92706

Re: \$\_\_\_\_\_ Santa Ana College Improvement District No. 1 of Rancho Santiago  
Community College District General Obligation Bonds, Election of 2012, 2014 Series A

We have acted as bond counsel for the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the "Improvement District"), Orange County, State of California, in connection with the issuance of its \$\_\_\_\_\_ aggregate principal amount of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2014 Series A (the "Bonds"). The Bonds are issued pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as amended, and the resolution adopted by the Board of Trustees of the Rancho Santiago Community College District (the "College District") on September [\_\_], 2014 (the "Resolution"). Capitalized terms used herein and not otherwise defined shall be the meanings ascribed to them in the Resolution.

As Bond Counsel, we have examined copies, certified to us as being true and complete copies, of the proceedings of the College District and the Improvement District for the authorization and issuance of the Bonds. In this connection, we have also examined such certificates of public officials and officers of the College District as we have considered necessary for the purposes of this opinion. We have, with your approval, assumed that all items submitted to us as originals are authentic and that all items submitted as copies conform to the originals.

On the basis of such examination, our reliance upon the assumptions contained herein and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

1. The Bonds have been duly authorized and issued and constitute legally valid and binding obligations of the College District and the Improvement District, enforceable in accordance with their terms and the terms of the Resolution.
2. The Bonds are payable solely from and are secured by a pledge of *ad valorem* taxes which may be levied without limitation as to rate or amount upon all taxable real property in the Improvement District, and which, under the laws now in force with respect to the Bonds, may be levied within the limit prescribed by law upon all taxable personal property in the Improvement District, and from other available funds as set forth in the Resolution.
3. The Resolution has been duly authorized by the College District and the Improvement District and constitutes the legally valid and binding obligations of the College District and the Improvement District, enforceable in accordance with its terms. The Bonds,

assuming due authentication by the Paying Agent, are entitled to the benefits of the Resolution.

4. The Internal Revenue Code of 1986, as amended (the “Code”), sets forth certain requirements which must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Resolution and the tax and nonarbitrage certificate executed by the College District and the Improvement District in connection with the issuance of the Bonds (the “Tax Certificate”), the College District and the Improvement District have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the College District and the Improvement District have made certain representations and certifications in the Resolution and the Tax Certificate. We have not independently verified the accuracy of those certifications and representations.

Under existing law, assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Interest on the Bonds is, however, included in adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on such corporations.

5. Interest on the Bonds is exempt from personal income taxes of the State of California under present state law.
6. Bond Counsel is further of the opinion that the difference between the principal amount of the Bonds maturing on August 1, 20\_\_ through August 1, 20\_\_, inclusive (collectively, the “Discount Bonds”) and the initial offering price to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Discount Bonds of the same maturity was sold constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment.

The opinions set forth in paragraphs 1, 2, and 3 above (i) assume that the Paying Agent has duly authenticated the Bonds and (ii) are subject to (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors’ rights generally (including, without limitation, fraudulent conveyance laws), (b) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a

proceeding in equity or at law, and (c) the limitations on legal remedies against government entities in the State of California.

In rendering the opinions set forth in paragraphs 4 and 6 above, we are relying upon representations and covenants of the College District and the Improvement District in the Tax Certificate concerning the investment and use of Bond proceeds, the rebate to the federal government of certain earnings thereon, and the use of the property and facilities financed with the proceeds of the Bonds. In addition, we have assumed that all such representations are true and correct and that the College District and the Improvement District will comply with such covenants. We express no opinion with respect to the exclusion of the interest on the Bonds from gross income under Section 103(a) of the Code in the event that any of such representations are untrue or the College District or the Improvement District fails to comply with such covenants, unless such failure to comply is based on our advice or opinion.

Except as stated in paragraphs 4 through 6, we express no opinion as to any other federal, state or local tax consequences of the ownership or disposition of the Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

No opinion is expressed herein on the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds. This opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters.

Our opinions are limited to matters of California law and applicable federal law, and we assume no responsibility as to the applicability of laws of other jurisdictions. We call attention to the fact that the opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken or omitted or events occurring or failing to occur after the date hereof. We have not undertaken to determine, or inform any person, whether any such actions are taken, omitted, occur or fail to occur.

Respectfully submitted,

**APPENDIX C**  
**AUDITED FINANCIAL STATEMENTS**  
**OF THE COLLEGE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2013**



## APPENDIX D

### FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this “Disclosure Undertaking”) is executed and delivered by Rancho Santiago Community College District (the “College District”), as of \_\_\_\_\_, 2014, in connection with the execution and delivery of \$\_\_\_\_\_ aggregate principal amount of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District’s General Obligation Bonds, Election of 2012, 2014 Series A (the “Bonds”). The Bonds are being issued pursuant to a Resolution adopted by the Board of Trustees of the College District on September [\_\_\_], 2014 (the “Resolution”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

In consideration of the execution and delivery of the Bonds and the purchase of such Bonds by the Underwriter described below, the College District hereby covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Undertaking.** This Disclosure Undertaking is being executed and delivered by the College District for the benefit of the Bondholders and in order to assist Piper Jaffray & Co. (the “Underwriter”) in complying with Rule 15c2-12(b)(5) (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

**SECTION 2. Additional Definitions.** In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the College District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Undertaking.

“Bondholder” or “Holder” means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

“Commission” means the Securities and Exchange Commission.

“Dissemination Agent” shall mean any dissemination agent, or any alternate or successor dissemination agent, designated in writing by the Chancellor or Vice Chancellor (or otherwise by the College District), which Dissemination Agent has evidenced its acceptance in writing.

“Listed Event” means any of the events listed in Section 6 of this Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, through its Electronic Municipal Market Access (“EMMA”) website located at <http://emma.msrb.org>, or any other entity designated or authorized by the Commission.

**SECTION 3. CUSIP Numbers and Final Official Statement.** The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated \_\_\_\_\_, 2014 (the “Final Official Statement”).

**SECTION 4. Provision of Annual Reports.**

(a) The College District shall, or shall cause the Dissemination Agent (if other than the College District), not later than 240 days after the end of the College District’s fiscal year (currently

ending June 30), commencing with the report for the fiscal year ending June 30, 2014, to provide to the MSRB, in a format prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 5 of this Disclosure Undertaking. As of the date of this Certificate, the format prescribed by the MSRB is the Electronic Municipal Market Access system. Information regarding requirement for submissions to EMMA is available at <http://emma.msrb.org>.

The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Undertaking; provided that the audited financial statements of the College District may be submitted, when and if available, separately from the balance of the relevant Annual Report. If the College District does not have audited financial statements available when it submits the relevant Annual Report, it shall submit unaudited financial statements, as described in Section 5(a) below.

(b) Not later than 15 Business Days prior to the filing date required in paragraph (a) above for providing the Annual Report to the MSRB, the College District shall provide the Annual Report to the Dissemination Agent (if other than the College District). If the College District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the College District shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent (if other than the College District) shall:

(i) determine each year prior to the date for providing the Annual Report the format for filing with the MSRB; and

(ii) file a report with the College District certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided to the MSRB.

SECTION 5. Content of Annual Report. The College District's Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the College District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the College District will provide audited financial information to the MSRB as soon as practical after it has been made available to the College District.

(b) Operating data, including the following information (to the extent not included in the audited financial statements described in paragraph (a) above):

(i) Outstanding indebtedness and lease obligations of the College District for the preceding fiscal year;

(ii) General fund budget and actual results of the College District for the preceding fiscal year;

(iii) Enrollment, or equivalent information, in the College District for the preceding fiscal year;

(iv) Assessed valuations in the Improvement District as of the most recent equalized assessment roll; and

(v) Largest local secured taxpayers in the Improvement District as of the most recent equalized assessment roll.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the College District, the Improvement District, or related public entities, which have been submitted to the MSRB or to the Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The College District shall clearly identify each other document so incorporated by reference.

#### SECTION 6. Reporting of Designated Listed Events.

(a) The College District agrees to provide or cause to be provided to the MSRB notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on any debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on any credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) Tender offers;
- (vii) Defeasances;
- (viii) Rating changes; or
- (ix) Bankruptcy, insolvency, receivership or similar event of the College District.

For purposes of item (ix) above, the described event shall be deemed to occur when any of the following shall occur: the appointment of a receiver, fiscal agent or similar officer for the College District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the College District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or other governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority have supervision or jurisdiction over substantially all of the assets or business of the College District.

(b) The College District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) business days after the occurrence of the event:

- (i) Unless described in paragraph 6(a)(v) hereof, other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (ii) Modifications to rights of Owners;
- (iii) Optional, unscheduled or contingent Bond calls;
- (iv) Release, substitution or sale of property securing repayment of the Bonds;
- (v) Non-payment related defaults;
- (vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- (vii) Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent.

(c) The College District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the College District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the College District shall within ten (10) business days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (a)(vii) or (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

**SECTION 7. Termination of Reporting Obligation.** The College District's obligations under this Disclosure Undertaking shall terminate when the College District is no longer an obligated person with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

**SECTION 8. Dissemination Agent.** The Chancellor or Executive Vice Chancellor, may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the College District's obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is no other designated Dissemination Agent in place, the College District shall act as the Dissemination Agent.

The Dissemination Agent, if other than the College District, shall be paid compensation for its services provided hereunder, and reimbursement for its costs and expenses. The Dissemination Agent shall not be responsible for the form or content of any document provided by the College District hereunder.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Undertaking, the College District may amend this Disclosure Undertaking under the following conditions, provided no amendment to this Disclosure Undertaking shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the College District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the College District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Undertaking, the College District shall have no obligation under this Disclosure Undertaking to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Undertaking shall be deemed to prevent the College District from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Undertaking.

SECTION 11. Default. The College District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the College District to comply with any provision of this Disclosure Undertaking, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the College District to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Undertaking in the event of any failure of the College District to comply with this Disclosure Undertaking shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the College District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Record Keeping. The College District shall maintain records of all Annual Reports and notices of material Listed Events including the content of such disclosure, the names of the entities with whom the such disclosure were filed and the date of filing such disclosure.

SECTION 14. Governing Law. This Disclosure Undertaking shall be governed by the laws of the State of California, applicable to contracts made and performed in such State of California.

IN WITNESS WHEREOF, Rancho Santiago Community College District, acting at the legislative body for the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District has executed this Continuing Disclosure Undertaking as of the date first set forth herein.

RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT

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

EXHIBIT A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Rancho Santiago Community College District, acting as the legislative body for Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District

Name of Issue: \$\_\_\_\_\_ Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2014 Series A

Date of Issuance: \_\_\_\_\_, 2014

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Disclosure Undertaking dated \_\_\_\_\_, 2014. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

[ISSUER/DISSEMINATION AGENT]

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

## APPENDIX E

### BOOK-ENTRY ONLY SYSTEM

*The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the College District believes to be reliable, but the College District takes no responsibility for the accuracy or completeness thereof. The College District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Participants are on file with DTC.*

#### **General**

The Depository Trust Company ("DTC") will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com). *The foregoing internet address is included for reference only, and the information on this internet site is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect



Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the College District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the College District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the College District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the College District or the Paying Agent, disbursement of such payments to Direct

Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the College District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered in such principal amount or amounts, in authorized denominations, and registered in whatever name or names DTC shall designate.

The College District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered in such principal amount or amounts, in authorized denominations, and registered in whatever name or names DTC shall designate.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the College District believes to be reliable, but the College District takes no responsibility for the accuracy thereof.

#### **Discontinuation of Book-Entry Only System; Payment to Beneficial Owners**

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in Los Angeles, California. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least \$1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for a Bond of any authorized denomination of like tenor upon presentation and surrender at the office of the Paying Agent, initially located in Los Angeles, California, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmaturing principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the College District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.

## APPENDIX F

### ORANGE COUNTY EDUCATIONAL INVESTMENT POOL DISCLOSURE

*The following information concerning the Investment Pool (defined herein) has been provided by the Treasurer of Orange County and has not been confirmed or verified by either the College District or the Underwriter. Further, neither the District nor the Underwriters make any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date.*

The County Board of Supervisors (the “Board”) approved the current County Investment Policy Statement (the “Investment Policy”) on February 4, 2014 (see [ocgov.com/ocinvestments](http://ocgov.com/ocinvestments)). (This reference is for convenience of reference only and not considered to be incorporated as part of this Official Statement.) The Investment Policy applies to all funds managed by the Treasurer as delegated by the Board including, the Orange County Investment Pool, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool and various other small non-Pooled investment funds. The primary goal is to invest public funds in a manner which will provide the 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 main investing objectives, in order of priority are: Safety, Liquidity and Yield.

Oversight of the investments is conducted in several ways. First, the Board established the County Treasury Oversight Committee (the “Committee”) on December 19, 1995, pursuant to California Government Code Section 27130 *et. seq.* The Committee’s primary responsibilities are as follows: to review and monitor the annual investment policy; cause an annual audit to be conducted on the Investment Policy; and to investigate any and all irregularities in the treasury operation that are reported. The County Treasurer nominates and the Board confirms the members of the Committee, which is comprised of the County Executive Officer, the County Auditor-Controller, the County Superintendent of Schools, and four public members. Next, the Auditor-Controller’s Internal Audit Division and the independent audit firm of Macias, Gini & O’Connell LLP audits the portfolio on a quarterly and annual basis respectively, pursuant to California Government Code Sections 26920 and 26922. Finally, an independent audit is also conducted annually as required by Sections 27130 through 27137 of California Government Code and the Investment Policy. All audit reports and the monthly Treasurer’s Investment Report are available on-line at [ocgov.com/ocinvestments](http://ocgov.com/ocinvestments). (This reference is for convenience of reference only and not considered to be incorporated as part of this Official Statement.)

The District’s funds held by the County Treasurer are invested in the Orange County Educational Investment Pool (the “Pool”) which pools all of the school district’s funds. As of July 31, 2014, the balance in the District’s funds was \$145,744,442.89. The pool is invested 100.00% in securities rated in the two highest rating categories. As of July 31, 2014, the Pool has a weighted average maturity of 449 days and the year-to-date net yield is 0.36%.

The following represents the composition of the Pool as of July 31, 2014:

<b>Type of Investment</b>	<b>Market Value (In thousands)</b>	<b>% of Pool</b>
U.S. Government Agencies	\$ 2,000,223	56.24%
U.S. Treasuries	1,196,925	33.66%
Certificates of Deposit	33,006	0.92%
Medium-Term Notes	94,584	2.66%
Municipal Debt	172,115	4.84%
Money Market Mutual Funds	59,591	1.68%
<b>Total</b>	<b>\$ 3,556,444</b>	<b>100.00%</b>

Neither the College District nor the Underwriter has made an independent investigation of the investments in the Pools and has made no assessment of the current County Investment Policy. The value of the various investments in the Pools will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, with the consent of the Treasury Oversight Committee and the County Board of Supervisors may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pools will not vary significantly from the values described herein.

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Adoption of Resolution No. 14-28 to amend Measure E and Measure Q Citizens' Bond Oversight Committee Bylaws and Guidelines	
Action:	Request for Approval	

**BACKGROUND**

Bond Measure E was passed by voters in November 2002 under the authority of Proposition 39. Proposition 39, the Strict Accountability in Local School Construction Bonds Act of 2000, requires the establishment and appointment of members to a Citizen's Bond Oversight Committee (Ed Code 15278).

Bond Measure Q was passed by voters in November 2012 under the authority of Proposition 39. Proposition 39, the Strict Accountability in Local School Construction Bonds Act of 2000, requires the establishment and appointment of members to a Citizen's Bond Oversight Committee (Ed Code 15278).

As a result of the successful bond measures passing and to comply with Proposition 39 guidelines, the RSCCD Board of Trustees properly formed Citizens' Bond Oversight Committees for Measure E and Measure Q and adopted the Bylaws and Guidelines for them to follow. The current Bylaws and Guidelines allow the District's Board of Trustees to amend or modify them as necessary.

**ANALYSIS**

Our bond counsel, Lisalee Wells with Nixon Peabody, has reviewed the existing Bylaws and Guidelines for the Measure E and Measure Q Bond Oversight Committees and recommends updating to comply with current law. A recent change in the law necessitates this change in the bylaws and guidelines.

Prior Education Code 15282(a) limited the number of terms a member of a Citizen's Bond Oversight Committee would be able to serve to no more than two consecutive terms of two years each.

Education Code 15282(a) was amended on January 1, 2014 to state "members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms".

The attached resolution No 14-28 authorizes a first amendment to the Measure E and the Measure Q Citizen's Bond Oversight Committee's Bylaws and Guidelines. These both will be the first amendments to these Bylaws and Guidelines.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt the attached Resolution No. 14-28 to amend the Bylaws and Guidelines for the Measure E and Measure Q Citizens' Bond Oversight Committees as presented.

Fiscal Impact:	Not applicable	Board Date: September 22, 2014
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	

**RESOLUTION NO. 14-28**

**RESOLUTION OF THE BOARD OF TRUSTEES OF  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AUTHORIZING A FIRST AMENDMENT TO THE MEASURE E AND MEASURE Q  
CITIZENS' BOND OVERSIGHT COMMITTEES' BYLAWS AND GUIDELINES**

**WHEREAS**, the Board of Trustees (the "**Board**") of the Rancho Santiago Community College District (the "**District**") has previously established a Citizens' Bond Oversight Committee (the "**Measure E Committee**") following the authorization from the District's voters at an election held on November 5, 2002 (the "**Measure E Election**") to issue up to \$337,000,000 aggregate principal amount of the District's general obligation bonds; and

**WHEREAS**, the Board of the District previously established a Citizens' Bond Oversight Committee (the "**Measure Q Committee**," and together with the Measure E Committee, the "**Committees**") following the authorization from the District's voters at an election held on November 6, 2012 (the "**Measure Q Election**") to issue up to \$198,000,000 aggregate principal amount of the District's general obligation bonds; and

**WHEREAS**, in connection with the establishment of the Measure E Committee, the Board adopted the Measure E Committee's Bylaws and Guidelines (the "**Measure E Bylaws**"), describing the duties and rights of the Measure E Committee and its members (each, a "**Measure E Member**") and the procedures under which they would act; and

**WHEREAS**, in connection with the establishment of the Measure Q Committee, the Board adopted the Measure Q Committee's Bylaws and Guidelines (the "**Measure Q Bylaws**," and together with the Measure E Bylaws, the "**Bylaws**"), describing the duties and rights of the Measure Q Committee and its members (each, a "**Measure Q Member**" and together with a Measure E Member, a "**Member**") and the procedures under which they would act; and

**WHEREAS**, the Bylaws provided that Members of the Committees would be able to serve no more than two consecutive terms of two years each, as provided in Section 15282(a) of the Education Code of the State (the "**Ed Code**"); and

**WHEREAS**, since that time, Section 15282(a) of the Ed Code has been amended to permit members of citizens' oversight committees to serve up to three consecutive two-year terms; and

**WHEREAS**, certain existing Members of the Committees would be willing to serve an additional term and the Board has determined that the continuity they could provide is of value to the District's bond construction programs; and

**WHEREAS**, a form of First Amendment to Measure E Citizens' Oversight Committee Bylaws and Guidelines (the "**Measure E Amendment**") has been submitted to this meeting of the Board;

**WHEREAS**, a form of First Amendment to Measure Q Citizens' Oversight Committee Bylaws and Guidelines (the "**Measure Q Amendment**") has been submitted to this meeting of the Board;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

**Section 1. Recitals.** The foregoing recitals are true and correct.

**Section 2. Amendment to the Measure E Bylaws.** The Board hereby determines it advisable to provide that Measure E Members of the Measure E Committee may, at their request, serve a total of three consecutive two-year terms on the Measure E Committee. The form of the Measure E Amendment submitted to and considered at this meeting of the Board is hereby approved and shall be taken together with the original Measure E Bylaws for the further administration of the Measure E Committee.

**Section 3. Amendment to the Measure Q Bylaws.** The Board hereby determines it advisable to provide that Measure Q Members of the Measure Q Committee may, at their request, serve a total of three consecutive two-year terms on the Measure Q Committee. The form of the Measure Q Amendment submitted to and considered at this meeting of the Board is hereby approved and shall be taken together with the original Measure Q Bylaws for the further administration of the Measure Q Committee.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Trustees of the Rancho Santiago Community College District at a regular meeting thereof held in Santa Ana on the 22nd day of September, 2014, by the following roll-call vote.

AYES: MEMBERS: \_\_\_\_\_

NOES: MEMBERS: \_\_\_\_\_

ABSENT: MEMBERS: \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Trustees  
Jose Solorio

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Trustees  
Claudia C. Alvarez



**FIRST AMENDMENT TO MEASURE E CITIZENS' BOND OVERSIGHT  
COMMITTEE BYLAWS AND GUIDELINES**

**Part 1. Amendment to Citizens' Bond Oversight Committee Bylaws and Guidelines of the Rancho Santiago Community College District.** Section 5.4 is hereby amended and restated in its entirety to read as follows:

“5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, beginning January 1, 2003. No member may serve more than three (3) consecutive terms. At the Committee's first meeting, members will draw lots to select a minimum of four members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term.”

**Part 2. Ratification.** In all other respects, the Bylaws and Guidelines are ratified and confirmed.

Approved by the Board of Trustees of Rancho Santiago Community College District on  
September 22, 2014.

**FIRST AMENDMENT TO MEASURE Q CITIZENS' BOND OVERSIGHT  
COMMITTEE BYLAWS AND GUIDELINES**

**Part 1. Amendment to Citizens' Bond Oversight Committee Bylaws and Guidelines of the Rancho Santiago Community College District.** Section 5.4 is hereby amended and restated in its entirety to read as follows:

“5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, commencing on the date of the first meeting of the Committee. No member may serve more than three (3) consecutive terms. At the Committee's first meeting, members will draw lots, or otherwise select a majority of their members for an initial two (2) year term and the remaining members for an initial one (1) year term.”

**Part 2. Ratification.** In all other respects, the Bylaws and Guidelines are ratified and confirmed.

Approved by the Board of Trustees of Rancho Santiago Community College District on  
September 22, 2014.

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

To:	Board of Trustees	Date: September 22 , 2014
Re:	Award of Bid #1241 for Public Sidewalk Improvement at 17 <sup>th</sup> Street at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

The District is replacing the existing sidewalk and adding landscaping to the public Right of Way along 17<sup>th</sup> street. This work was originally part of the Site Perimeter project however was removed and bid separately as a stand-alone project. Plans were resubmitted to the City for review and scope was reduced to eliminate sidewalk repairs along Bristol Street. This work will continue to enhance the perimeter landscaping improvements around the campus. The Bristol Street improvement project will be completed at a later date when the city completes the Bristol Street corridor project.

**ANALYSIS:**

In accordance with the Uniform Public Construction Cost Accounting Act, Bid #1241 17<sup>th</sup> Street Public Sidewalk Improvements was appropriately advertised in the Orange County Newspaper and a Notice Calling for Informal Bids was sent to the qualified contractors list (approximately 40 contractors).

A mandatory job walk was held on July 30, 2014. Bids were opened on August 19, 2014 for the 17<sup>th</sup> Street Public Sidewalk Improvement at Santa Ana College project as noted on the attached Bid Results form. The District received four (4) bids for the project. El Camino Construction & Engineering (Long Beach) submitted the lowest responsive bid in the amount of \$233,170.00. District staff has conducted a due diligence review to ensure compliance with license and bid bond requirements.

This project is funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board award Bid #1241 to El Camino Construction & Engineering as presented.

Fiscal Impact:	\$233,170.00	Board Date: September 22, 2014
Prepared by:	Carri M. 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 Rodriguez, Ph.D, Chancellor	



2323 North Broadway  
Santa Ana, CA 92706-1640

**FACILITY PLANNING**

**BID RESULTS:**

**BID # 1241**

**PROJECT: 17th Street Public Sidewalk  
Improvements at Santa Ana College**

**DUE DATE: August 19, 2014**

**1 Addendum Issued**

BIDDER	TOTAL BID AMOUNT
<p><b>El Camino Construction &amp; Engineering</b> P.O. Box 259 Long Beach, CA 90801</p>	<p><b>\$233,170.00</b></p>
<p>C.S. Legacy Construction, Inc. 1461 East End Avenue Pomona, CA 91766</p>	<p>\$247,229.00</p>
<p>Unique Performance Construction, Inc. 1321 North Jefferson Street Anaheim, CA 92807</p>	<p>\$249,000.00</p>
<p>PTM General Engineering Services, Inc. 5942 Acorn Street Riverside, CA 92513</p>	<p>\$256,025.00</p>
<p><b>4 Bidders Total</b></p>	

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Ratification of Award of Bid #1245 for Nealley Library (L) Building Roof Repairs at Santa Ana College	
Action:	Request for Ratification	

**BACKGROUND:**

On September 24, 2013, a roof survey was conducted of Nealley Library (Building L) at Santa Ana College to assess the condition of the existing roof membrane system. The existing system was installed in 1990's and had been exhibiting signs of deterioration due to cracking, blistering, ponding and leakage. The survey determined that the roof in the area of the mechanical well has reached the end of its lifecycle. It was recommended that the roof membrane be restored. As a result of the survey and recommendation Bid #1245 was issued for the restoration of the roof membrane system on Nealley Library.

**ANALYSIS:**

In accordance with the Uniform Public Construction Cost Accounting Act, Bid #1245 Nealley Library (L) Building Roof Repairs at Santa Ana College was appropriately advertised and a Notice Calling for Informal Bids was sent to the qualified contractors list (approximately 14 contractors).

A mandatory job walk was held on August 20, 2014. Bids were opened on September 4, 2014 for the Building L Roof Repairs at Santa Ana College project as noted on the attached Bid Results form. The District received six (6) bids for the project. Letner Roofing Company (Orange) submitted the lowest responsive bid in the amount of \$52,777.00. District staff has conducted a due diligence review to ensure compliance with license and bid bond requirements. The Vice Chancellor of Business Operations/Fiscal Services authorized the award of the contract, under the authority of CUPCCA, to Letner Roofing Company.

This project is funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board ratify the award of Bid #1245 to Letner Roofing Company as presented.

Fiscal Impact:	\$52,777.00	Board Date: September 22 , 2014
Prepared by:	Carri M. 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 Rodriguez, Ph.D, Chancellor	



2323 North Broadway Santa Ana, CA 92706-1640

**FACILITY PLANNING**

**BID RESULTS:**

**BID # 1245**

**Addendum Issued: 0**

**PROJECT: Building L Roof Repairs at Santa Ana College**

**DUE DATE: September 4, 2014**

BIDDER	TOTAL BID AMOUNT
<b>Letner Roofing Company</b> <b>1490 North Glassell Street</b> <b>Orange, CA 92867</b>	<b>\$52,777.00</b>
Best Contracting Services, Inc. 19027 South Hamilton Avenue Gardena, CA 90248	\$56,666.00
C.I. Services, Inc. 26861 Trabuco Road, #353 Mission Viejo, CA 92691	\$63,600.00
Tecta America Southern California, Inc. 1217 East Wakeham Avenue Santa Ana, CA 92705	\$74,700.00
ERC Roofing 216 Avenida Fabricante, Suite 111 San Clemente, CA 92672	\$79,057.00
Commercial Roofing Systems, Inc. 11735 Goldring Road Arcadia, CA 91006	\$84,822.00
<b>6 Bidders Total</b>	

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Adoption of Resolution No.14-26 – Agreement for Energy Conservation Services with Sun and Sun Industries, Inc. for the LED Lighting Conversion at Santiago Canyon College and District Operations Building	
Action:	Request for Adoption	

**BACKGROUND:**

On November 6, 2012, Proposition 39 was passed by the voters that will provide energy efficient project funds for California K-12 and community colleges for a period of five years. Rancho Santiago Community College District has been awarded Proposition 39 funds in addition to qualifying for possible energy rebates through the California Community Colleges Investor Owned Utilities (CCCIU) program. The LED (light emitting diodes) exterior parking lighting and interior building lighting at the Santiago Canyon College and the interior building lighting at the District Operations Center were submitted to the CCCIU to qualify for Year 2 Proposition 39 funding. The LED (light emitting diodes) Lighting projects at the Santiago Canyon College and the District Operation Center were identified as energy efficient projects and reviewed in partnership with the CCCIU and Southern California Edison to deem the project eligible. The CCCIU reviewed the District's application along with the energy efficiency report prepared by consultant engineers. Proposition 39 funds in the amount of \$816,070 have been allocated and received by the District for both projects. The Proposition 39 funds allocated to these projects is approximately \$816,070. Other current estimated energy saving rebates from utilities is approximately \$215,100. As a condition of receiving the Proposition 39 funds, the project must be completed by June 30, 2015 and will need to comply with all state mandates for procurement, expenditure reporting and auditing requirements.

**ANALYSIS:**

As a condition of receiving funding from Proposition 39, the District is required to undertake a procurement method that complies with the Proposition 39 guidelines for implementation of projects. The District is in compliance with the Proposition 39 guidelines. The District has undertaken a Request for Proposal (RFP) and solicitation process utilizing a best value criteria review as defined in Public Contract Code 20133(c)(1) including compliance with Proposition 39 and Government Code 4217.10 - 4217.18.

A Request for Proposal (RFP) #1415-67 was released on July 14, 2014 and responses were due on August 25, 2014. The District received five responses from Express Energy Services (Los

Alamitos), Sun and Sun Industries, Inc. (Santa Ana), Expro (Fresno), Baker Electric (Escondido) and American Mechanical Services (Fullerton). A committee of four members reviewed the proposals on August 26, 2014 and interviewed three firms on August 28, 2014; Express Energy Services, Sun and Sun Industries, Inc., and Enpro. The selection and interview committee recommends Sun Industries by consensus based on a best value criteria and evaluation of providers, experience with similar size and type of projects, understanding of scope, and the ability to meet the schedule of completion. The evaluation has been completed in compliance with Public Contract Code 20133(c)(1) including compliance with Proposition 39 and Government Code 4217.10 - 4217.18. The RFP, resolution and agreement have been reviewed and approved by legal counsel, Bryce Chastain.

This project will start on October 6, 2014 with an anticipated completion date of May 8, 2015. The total cost of the contract is \$1,031,176.

This project is funded by Proposition 39, utility rebates and capital facilities funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 14-26 – Agreement for Energy Conservation Services with Sun and Sun Industries, Inc. for the LED conversion project at Santiago Canyon College and District Operations Center.

Fiscal Impact:	\$1,031,176	Board Date: September 22, 2014
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	



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

**RESOLUTION CONSIDERING AGREEMENT FOR  
ENERGY CONSERVATION SERVICES WITH SUN AND  
SUN INDUSTRIES, INC. FOR LED LIGHTING  
CONVERSION AT SANTIAGO CANYON COLLEGE AND  
DISTRICT OPERATIONS CENTER PURSUANT TO  
GOVERNMENT CODE SECTION 4217.10-18, MAKING  
CERTAIN FINDINGS REQUIRED FOR APPROVAL OF  
ENERGY CONSERVATION SERVICES AGREEMENT**

**RESOLUTION NO. 14-26**

**WHEREAS**, the Governing Board of the Rancho Santiago Community College District ("District") finds it to be in the best interests of the District to implement projects to promote energy efficiency and renewable energy production to achieve energy cost reductions;

**WHEREAS**, the Governing Board of the Rancho Santiago Community College District ("District") has undertaken a Request for Proposal (RFP) #1415-67 released on July 14, 2014 with a response deadline of August 26, 2014;

**WHEREAS**, the selection committee was thorough in their review of all respondents that participated in the RFP;

**WHEREAS**, the approved companies are able to provide and construct energy efficient improvements to the district under the rules of California Government Code Sections 4217.10 through 4217.18;

**WHEREAS**, Government Code sections 4217.10 through 4217.18 authorize the District's Board of Trustees, without advertising for bids, to enter into one or more energy service contracts with any person or entity, pursuant to which that person or entity will provide electrical or thermal energy or conservation services to the District, which may comprise or include an energy conservation facility, if the anticipated cost to the District for thermal or electrical energy or conservation services provided under the contract(s) is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of those energy service contracts;

**WHEREAS**, District staff reviewed the qualifications and proposal presented by SUN AND SUN INDUSTRIES, INC. to conduct and provide LED Lighting Conversion services as outlined per Request for Proposals #1415-67, and has found SUN AND SUN INDUSTRIES, INC.'s qualifications to be bona fide and adequate to provide such services;

**WHEREAS**, District staff reviewed the qualifications presented by NEWCOMB ANDERSON McCORMICK to conduct and provide assessment of college district energy usage,

energy needs and opportunities to reduce energy expenses, and found NEWCOMB ANDERSON McCORMICK's qualifications to be bona fide and adequate to perform such services;

**WHEREAS**, District staff reviewed the qualifications presented by FACILITIES PLANNING AND PROGRAM SERVICES, INC.'S, to conduct and provide analysis of energy conservation project costs, and found FACILITIES PLANNING AND PROGRAM SERVICES, INC.'S, qualifications to be bona fide and adequate to perform such services;

**WHEREAS**, NEWCOMB ANDERSON McCORMICK and SOUTHERN CALIFORNIA EDISON ("Edison") assessed the feasibility of realizing actual energy and fiscal savings by performing retrofits of existing lighting systems to LED (light emitting diode) systems to reduce the District's energy consumption and expense, and FACILITIES PLANNING AND PROGRAM SERVICES INC. assisted in comparing those anticipated savings against anticipated costs of the retrofits of existing lighting systems to LED (light emitting diode) systems ("Analysis" see attached Exhibit A) upon which the Board and District administration and staff have relied;

**WHEREAS**, SUN INDUSTRIES has offered to enter into a contract with the District for the implementation of retrofits of existing lighting systems to LED (light emitting diode) systems ("Contract") as energy conservation services;

**WHEREAS**, the Analysis demonstrates that the cost of the Contract to the District for the conservation services provided thereunder is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Contract ("Savings");

**WHEREAS**, the attached Exhibit A, reflecting the results of the Analysis, demonstrates that the project is in compliance with Proposition 39 guidelines and has a Savings to Investment Ratio (SIR) of 1.05 or higher, and the cumulative SIR for these LED Lighting Conversion projects is 2.0.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Energy Savings Findings. The District's Board of Trustees finds that the cost of the Contract to the District for the thermal or electrical energy or conservation services provided thereunder is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Contract and that it is in the best interest of the District to approve and enter into the Contract.

Section 3. Energy Conservation Services Contract Approval. The form of the Contract by and between the District and SUN AND SUN INDUSTRIES, INC., presented herewith is hereby approved. The Chancellor or Chancellor's designee is hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver to SUN AND SUN INDUSTRIES, INC. the Contract and related documents as necessary to carry out the

Contract, subject to such minor changes thereto as such officer or person may require and approve, with the approval of District counsel.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Rancho Santiago Community College District this 22<sup>nd</sup> of September, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Jose Solorio, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

---

President of the Board of Trustees  
Rancho Santiago Community College District

I, Claudia C. Alvarez, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 22<sup>nd</sup> of September, 2014, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 22nd day of September.

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Clerk of the Board of Trustees  
Rancho Santiago Community College District

# EXHIBIT A - CCC Proposition 39 Project Cost Effectiveness Calculator

2014-2015

7/8/2014

## APPLICATION SUMMARY

**Application Name** Lighting Retrofit  
**District** Rancho Santiago Community College District  
**Application No.** RANCHO-1415-001  
**Tax ID** 95-2696799  
**Utility Account Number(s)** 3-013-1437-32, 3-027-6237-77  
**Estimated Completion Date** 7/1/2015  
**Scheduled Maintenance Funds Used on Application**

**Contact Name** Carri M. Matsumoto  
**Contact Phone** 714-480-7516  
**Contact Email** matsumoto\_carri@rscgd.edu  
**Building Name** multiple  
**Building Type** multiple  
**No. of Floors**                      **Age**                      **Sq Ft**

## APPLICATION SAVINGS AND COSTS

### COST SAVINGS

Year 1 Electricity Savings	\$157,267
Year 1 Gas Savings	\$0
Year 1 Maintenance Savings	\$22,109
<b>Total Year 1 Savings</b>	<b>\$179,376</b>

### ENERGY SAVINGS

	CPUC Savings	Prop 39 Savings
Electricity Savings (kWh/yr)	896,250	896,250
Demand Savings (kW)	242.9	242.9
Gas Savings (therms/yr)	0	0

### COSTS


Total CPUC Project Cost	\$1,105,449
Total Prop 39 Project Cost	\$1,105,449
Estimated Utility Incentive	\$215,100
Grants/Additional Funding	\$0
Net Cost to District	\$890,349
Prop 39 Funding Allocation	\$816,070
District Share of Cost (non-Prop 39)	\$74,279

### COST EFFECTIVENESS

Non-Energy Benefits	\$55,272
Effective Application Cost	\$835,077
Application Benefits NPV	\$2,675,731
District Savings to Investment Ratio (SIR)	2.0
Direct Job-Years Created	6.19
First Year Apprentice Direct Job-Years	0.17

By signing below, I hereby commit the Community College District identified above to implement the energy projects identified on the referenced Project Name and Number using Proposition 39 funding allocated for this purpose by the Chancellor's Office, and will comply with the CCC Proposition 39 Energy Project Guidelines and all legal requirements. Notify your utility account representative(s) promptly of any schedule changes.

Signed: \_\_\_\_\_



Name/Title: Assistant Vice Chancellor

District: Rancho Santiago Community College District

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

4.7 (6)

# EXHIBIT A - CCC Proposition 39 Project Cost Effectiveness Calculator

2014-2015

7/8/2014

PROJECTS														
ID	Campus	Location	Project Name	3rd Party	Ltg	EUL	Remaining Useful Life of HVAC Project >5 Yrs?	CPUC Incentive Qualifying Cost	Prop. 39 Cost	Estimated Utility Incentive	Prop 39 Funding Allocation	Grants or Add'l Funding	NPV	SIR
01	Rancho District Office	Rancho Santiago CCD	Interior Lighting LED Retrofit	No	N	15	No	\$159,081	\$159,081	\$30,718	\$75,429	\$0	\$391,308	3.25
02	Santiago Canyon College	Santiago Canyon Coll	Interior Lighting LED Retrofit	No	N	15	No	\$637,500	\$637,500	\$134,340	\$503,160	\$0	\$1,955,576	4.15
03	Santiago Canyon College	Santiago Canyon Coll	Parking Lot Exterior Lighting Retrofit	No	N	15	No	\$308,868	\$308,868	\$50,042	\$237,481	\$0	\$328,847	1.35
<b>Totals</b>								<b>\$1,105,449</b>	<b>\$1,105,449</b>	<b>\$215,100</b>	<b>\$816,070</b>	<b>\$0</b>	<b>\$2,675,731</b>	

ENERGY/ON-PEAK DEMAND SAVINGS SUMMARY															
ID	CPUC Qualifying Usage (kWh/yr)	Prop 39 Existing Equipment Usage (kWh/yr)	Installed Project Usage (kWh/yr)	CPUC kWh Svgs	Prop 39 kWh Svgs	CPUC Qualifying Existing On-Peak Demand (kW)	Prop 39 Existing On-Peak Demand (kW)	Installed On-Peak Demand (kW)	CPUC kW Svgs	Prop 39 kW Svgs	CPUC Qualifying Usage (th/yr)	Prop 39 Existing Usage (th/yr)	Installed Project Usage (th/yr)	CPUC th Svgs	Prop 39 th Svgs
01	186,714	186,714	58,721	127,993	127,993	53.6	53.6	16.2	37.4	37.4	0	0	0	0	0
02	745,406	745,406	185,656	559,750	559,750	273.9	273.9	68.4	205.5	205.5	0	0	0	0	0
03	283,660	283,660	75,153	208,507	208,507	0.0	0.0	0.0	0.0	0.0	0	0	0	0	0
<b>Total:</b>				<b>896,250</b>	<b>896,250</b>	<b>Total:</b>			<b>242.9</b>	<b>242.9</b>	<b>Total:</b>			<b>0</b>	<b>0</b>

PROJECT SUMMARY	CPUC HVAC Projects	CPUC Lighting Projects	Prop 39 HVAC Projects	Prop 39 Lighting Projects
Electricity Savings (kWh/yr)		896,250		896,250
Demand Savings (kW)		242.9		242.9
Gas Savings (therms/yr)		0		0

SUBMITTAL	Initial
Prepared	QC
Shira Zingman-Daniels	Colin Joy
Name	Name
5/6/2014	6/30/2014
Date	Date

4.7 (7)



# EXHIBIT A - CCC Proposition 39 Project Cost Effectiveness Calculator

2014-2015

7/8/2014

## BASELINE PROJECT MILESTONES

### Retrofit Projects

ID	Project Opportunity Identified	Project Calcs and Funding Application Submitted to Utility	Utilities Approve Project for Incentives	Funding Request Submitted to CCCC/Funding Approved	Management Team Approval	RFP/RFQ Issued	DSA Package Submitted	DSA Review Complete	Implementation Start	Implementation 50% Complete	Project Complete/Form E Submitted
03	3/15/2014	3/28/2014	4/21/2014	4/24/2014	4/24/2014						
02	3/15/2014	3/28/2014	4/21/2014	4/24/2014	4/24/2014						
01	3/15/2014	3/28/2014	4/21/2014	4/24/2014	4/24/2014						

## COMMENTS

6/30/2014 - Revisions made to update Prop 39 reallocation. District agreed to pay difference in funding- CWJ

4.7 (8)

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Change Order #2 for RFP #1314-45 – Contract with Sun and Sun Industries, Inc. for LED Conversion Project at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On November 6, 2012, Proposition 39 was passed by the voters that will provide energy efficient project funds for California K-12 and community colleges for a period of five years. Rancho Santiago Community College District was awarded Proposition 39 funds in addition to qualifying for possible energy rebates through the California Community Colleges Investor Owned Utilities (CCCIU) program. This project was one of two projects submitted to the CCCIU to qualify for Year 1 (2013-2014) Proposition 39 funding. The LED Lighting project at Santa Ana College was identified as an energy efficient project and reviewed in partnership with the CCCIU and Southern California Edison to deem the project eligible. The CCCIU reviewed the District's application along with the energy efficiency report prepared by consultant engineers. Proposition 39 funds in the amount of \$1,017,539 were allocated and received by the District for both projects. As a result, the Board adopted Resolution No. 14-15- Agreement for Energy Conservation Services with Sun Industries for the LED Lighting Conversion at Santa Ana College on April 14, 2014.

**ANALYSIS:**

The District has issued deductive Change Order #2. The deductive change order is a credit to the District for an unused allowance budget in the amount of \$100,000. Additionally, the Contractor reported an over estimate on the quantity of battery backup ballasts. The District issued a scope modification to remove the scope from the contract given multiple buildings are already equipped with emergency generators. Additional battery backup devices are not required. The result is a credit to the District in the amount of \$24,000.

Change Order #2 decreases the overall contract in the amount of \$124,000 resulting in an overall project savings. The revised contract amount is \$1,083,000.

This project was funded by Proposition 39, utility rebates, and capital facilities funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #2, RFP #1314-45– Contract with Sun and Sun Industries, Inc. for LED Conversion Project at Santa Ana College as presented.

Fiscal Impact:	- \$124,000	Board Date: September 22, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**Board Change Order Summary**  
**Rancho Santiago Community College**  
**2323 N. Broadway, Santa Ana, CA. 92706-1640**

**Board Date:** *September 22, 2014*

**Project:** Santa Ana College LED Conversion **Site:** *Santa Ana College*

**Contractor:** Sun Industries

**Contract #:** PO # 14-BP000269 **Change Order (CO) No. :** 2

Contract Schedule Summary						
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date	
5/5/2014	57	6/30/2014	184		12/31/2014	

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$1,207,000.00	
Previous Change Orders	1	\$0.00	0.0%
<b>This Change Order</b>	<b>2</b>	<b>-\$124,000.00</b>	<b>-10.3%</b>
<b>Total Change Order (s)</b>		<b>-\$124,000.00</b>	<b>-10.3%</b>
<b>Revised Contract Amount</b>		<b>\$1,083,000.00</b>	

Description of Items				
Description	Time	Credit	Add	Net
Deductive change order for the following items:				
1- Unused allowance budget.		\$ (124,000.00)	\$ -	\$ (124,000.00)
2- Scope modifications to descope lighting battery backup ballasts. Multiple buildings have inverters and emergency generators servicing emergency lighting. Additional ballasts are not required.				
The net effect is an overall contract adjustment resulting in an overall project savings.				
<b>Total Change Order Amount</b>				<b>\$ (124,000.00)</b>
<b>Total Days Extended This Change Order</b>				<b>N/A</b>





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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Change Order #1 for Bid #1228 for Repair of Emergency Generator for Building "D" at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

The District ratified a contract on July 21, 2014 with Coast Electric for the repair of emergency generator for Building "D" at Santiago Canyon College.

**ANALYSIS:**

Change Order #1 extends the contract from August 22, 2014 to August 26, 2014. Change Order #1 also decreases the contract by \$13,381.59 which is a credit back to the district for unused allowance. The revised contract amount is \$31,761.41.

This project was funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 for Bid #1228 for Repair of Emergency Generator for Building "D" at Santiago Canyon College as presented.

Fiscal Impact:	- \$13,381.59	Board Date: September 22, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**Board Change Order Summary**  
**Rancho Santiago Community College**  
**2323 N. Broadway, Santa Ana, CA. 92706-1640**

**Board Date:** *September 22, 2014*

**Project:** Building 'D' Generator Replacement **Site:** *Santiago Canyon College*

**Contractor:** Coast Electric

**Contract #:** PO # 14-P0031965 **Change Order (CO) No. :** 1

Contract Schedule Summary						
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date	
6/6/2014	78	8/22/2014		4	8/26/2014	

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$45,143.00	
Previous Change Orders	None	\$0.00	0.0%
<b>This Change Order</b>	<b>1</b>	<b>-\$13,381.59</b>	<b>-29.6%</b>
<b>Total Change Order (s)</b>		<b>-\$13,381.59</b>	<b>-29.6%</b>
<b>Revised Contract Amount</b>		<b>\$31,761.41</b>	

Description of Items				
Description	Time	Credit	Add	Net
Deductive change order to deduct the unused allowance balance. The change order also provides a non-compensable time extension in the amount of 4 calendar days due to equipment shipping delays. Change Order # 1 decreases the overall contract in the amount of \$13,381.59.		\$ (13,381.59)	\$ -	\$ (13,381.59)
	<b>Total Change Order Amount</b>			<b>\$ (13,381.59)</b>
	<b>Total Days Extended This Change Order</b>			<b>4 days</b>

4.9 (2)



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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Notice of Completion for Bid #1228 for Repair of Emergency Generator for Building "D" at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On July 21, 2014 the Board of Trustees ratified a contract with Coast Electric for repair of emergency generator for Building "D" at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially completed on August 26, 2014 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$31,761.41.

This contract was funded by Scheduled Maintenance Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for Bid #1228 for Repair of Emergency Generator for Building "D" at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: September 22, 2014
Prepared by:	Carri M. 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**

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## **NOTICE OF COMPLETION**

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Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 E. Chapman Ave., Orange, California, caused improvements to be made to the property to with: Bid #1228 - Building D Emergency Generator Replacement, the contract for the doing of which was heretofore entered into on the 3<sup>rd</sup> day of June, 2014, which contract was made with Coast Electric PO# 14-P0031965 as contractor; that said improvements were completed on the 26<sup>th</sup> day of August, 2014, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of September, 2014; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Allegheny Casualty Company.

I, the undersigned, say: I am the Vice Chancellor of Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.  
Executed on September 22, 2014 at Santa Ana, California.

Rancho Santiago Community College District of Orange  
County, California

By \_\_\_\_\_

Peter J. Hardash, Vice Chancellor  
Rancho Santiago Community College District

State of California )  
                          §  
County of Orange )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

Executed at \_\_\_\_\_

California, on \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Change Order #1 for Bid #1229 – Building “D” Actuator Repairs at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

The District ratified a contract on July 21, 2014 with PMK Professional, Inc. for the Building “D” actuator repairs at Santiago Canyon College.

**ANALYSIS:**

Change Order #1 decreases the contract by \$1,041 which is a credit back to the district for unused allowance. The revised contract amount is \$116,959.

This project was funded by Scheduled Maintenance Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 for Bid #1229 – Building “D” Actuator Repairs at Santiago Canyon College as presented.

Fiscal Impact:	- \$1,041	Board Date: September 22, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**Board Change Order Summary**  
**Rancho Santiago Community College**  
**2323 N. Broadway, Santa Ana, CA. 92706-1640**

**Board Date:** *September 22, 2014*

**Project:** Building 'D' Actuator and Valve Replacement      **Site:** *Santiago Canyon College*

**Contractor:** PMK Professionals, Inc.

**Contract #:** PO # 14-BP00032071      **Change Order (CO) No. :** 1

Contract Schedule Summary						
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date	
6/17/2014	85	9/9/2014	0	0		

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$118,000.00	
Previous Change Orders	None	\$0.00	0.0%
<b>This Change Order</b>	<b>1</b>	<b>-\$1,041.00</b>	<b>-0.9%</b>
<b>Total Change Order (s)</b>		<b>-\$1,041.00</b>	<b>-0.9%</b>
<b>Revised Contract Amount</b>		<b>\$116,959.00</b>	

Description of Items				
Description	Time	Credit	Add	Net
Deductive change order to deduct the unused allowance balance. The net result is a decrease in the contract amount.		\$ (1,041.00)	\$ -	\$ (1,041.00)
	<b>Total Change Order Amount</b>			<b>\$ (1,041.00)</b>
	<b>Total Days Extended This Change Order</b>			<b>N/A</b>



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

To: Board of Trustees	Date: September 22, 2014
Re: Approval of Notice of Completion for Bid #1229 – Building “D” Actuator Repairs at Santiago Canyon College	
Action: Request for Approval	

**BACKGROUND:**

On July 21, 2014 the Board of Trustees ratified a contract with PMK Professional, Inc. for the Building “D” actuator repairs at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially completed on September 15, 2014 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$116,959.

This contract was funded by Scheduled Maintenance Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for Bid #1229 with PMK Professional, Inc. for the Building “D” actuator repairs at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: September 22, 2014
Prepared by:	Carri M. 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**

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## **NOTICE OF COMPLETION**

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 E. Chapman Ave., Orange, California, caused improvements to be made to the property to with: Bid #1229 - Building D Actuator Replacement, the contract for the doing of which was heretofore entered into on the 17<sup>th</sup> day of June , 2014, which contract was made with PMK Professional Inc. PO# 14-P0032071 as contractor; that said improvements were completed on the 15th day of September, 2014, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of September, 2014; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Indemnity Company of California.

I, the undersigned, say: I am the Vice Chancellor of Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.  
Executed on September 22, 2014 at Santa Ana, California.

Rancho Santiago Community College District of Orange  
County, California

By \_\_\_\_\_

Peter J. Hardash, Vice Chancellor  
Rancho Santiago Community College District

State of California )  
                          §  
County of Orange )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

Executed at \_\_\_\_\_

California, on \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_



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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Change Order #1 for Bid #1230 – Child Development Center (CDC) Re-roofing Project at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

The District ratified a contract on May 27, 2014 with Best Contracting Services for the CDC re-Roofing project at Santiago Canyon College.

**ANALYSIS:**

Change Order #1 extends the contract from August 22, 2014 to September 12, 2014. Change Order #1 also decreases the contract by \$5,305 which is a credit back to the district for unused allowance. The revised contract amount is \$140,395.

This project was funded by Capital Facilities.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 for Bid #1230 – Child Development Center (CDC) Re-roofing Project at Santiago Canyon College as presented.

Fiscal Impact:	- \$5,305	Board Date: September 22, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**Board Change Order Summary**  
**Rancho Santiago Community College**  
**2323 N. Broadway, Santa Ana, CA. 92706-1640**

**Board Date:** *September 22, 2014*

**Project:** Child Development Center Reroofing      **Site:** *Santiago Canyon College*

**Contractor:** Best Contracting Services

**Contract #:** PO # 14-P0031899      **Change Order (CO) No. :** 1

Contract Schedule Summary						
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date	
6/16/2014	68	8/22/2014		21	9/12/2014	

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$145,700.00	
Previous Change Orders	None	\$0.00	0.0%
<b>This Change Order</b>	<b>1</b>	<b>-\$5,305.00</b>	<b>-3.6%</b>
<b>Total Change Order (s)</b>		<b>-\$5,305.00</b>	<b>-3.6%</b>
<b>Revised Contract Amount</b>		<b>\$140,395.00</b>	

Description of Items				
Description	Time	Credit	Add	Net
Deductive change order to deduct the unused allowance balance. The change order also provides a non-compensable time extension in the amount of 21 calendar days to complete miscellaneous allowance budget scope of work. Change Order # 1 decreases the overall contract in the amount of \$5,305.		\$ (5,305.00)	\$ -	\$ (5,305.00)
	<b>Total Change Order Amount</b>			<b>\$ (5,305.00)</b>
	<b>Total Days Extended This Change Order</b>			<b>21</b>



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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Notice of Completion for Bid#1230 – Child Development Center (CDC) Re-roofing Project at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On May 27, 2014 the Board of Trustees ratified a contract with Best Contracting Services for the CDC re-Roofing project at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially completed on September 12, 2014 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$140,395.

This contract was funded by Capital Facilities.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for Bid #1230 with Best Contracting Services for CDC Re-roofing Project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: September 22, 2014
Prepared by:	Carri M. 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 Santiago Canyon College, located at 8045 E. Chapman Ave., Orange, California, caused improvements to be made to the property to with: Bid #1230 – CDC Roof Replacement, the contract for the doing of which was heretofore entered into on the 30<sup>th</sup> day of May, 2014, which contract was made with Best Contracting Services. PO# 14-P0031899 as contractor; that said improvements were completed on the 12th day of September, 2014, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of September, 2014; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is The Guarantee Company of North America USA.

I, the undersigned, say: I am the Vice Chancellor of Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.  
Executed on September 22, 2014 at Santa Ana, California.

Rancho Santiago Community College District of Orange  
County, California

By \_\_\_\_\_

Peter J. Hardash, Vice Chancellor  
Rancho Santiago Community College District

State of California )  
                                  §  
County of Orange )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_,  
proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

Executed at \_\_\_\_\_

California, on \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_

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

To: Board of Trustees	Date: September 22, 2014
Re: Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church	
Action: Request for Approval	

**BACKGROUND**

Child Development Services has provided child care services for children and families within the Rancho Santiago Community College District at St. Peter Lutheran Church, 1510 N Parton, Santa Ana, since January 2009. The space provides educational child care for 225 children under the district’s contract with the California Department of Education, Child Development Division. Due to the closure of the Orange Education Center’s CDC a third session will be held which increases the enrollment at St Peter Lutheran by 75 children.

**ANALYSIS**

The attached lease provides the district’s use of three children’s classrooms with bathrooms, two offices, a teacher’s conference room, a teacher’s work room, and the shared use of playgrounds, kitchen, pantry, and adult bathrooms. This lease is for the period of July 1, 2014 through June 30, 2015.

The lease costs are paid for by Child Development Services funds.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.

Fiscal Impact: \$6,660 per month	Board Date: September 22, 2014
Prepared by: Janneth Linnell, Executive Director, Child Development Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

## LEASE

1. **PARTIES.** This Lease ("Lease"), dated July 1, 2014 for reference purposes only, is made by and between **ST. PETER EVANGELICAL LUTHERAN CHURCH** ("Landlord"), and **RANCHO SANTIAGO COMMUNITY DISTRICT**, a community college district of the State of California ("Tenant" or "District") (Landlord and Tenant may be collectively referred to as the "Parties").

2. **PREMISES.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, subject to the provisions of this Lease, that certain space described in Exhibit "A" attached hereto (herein called the "Premises") located at 1510 N. Parton Street, Santa Ana, California (collectively with any common areas and other improvements, the "Project").

3. **TERM.** The term of this Lease ("Term") shall be for twelve (12) months commencing July 1, 2014 (the "Commencement Date") and ending on June 30, 2015 (the "Termination Date"), unless sooner terminated as provided herein.

4. **POSSESSION.** Possession of the Premises shall be deemed tendered to Tenant ("Tender of Possession") on the date Tenant actually takes possession of the Premises.

5. **RENT.** Tenant hereby covenants and agrees to pay to Landlord six thousand six hundred (\$6,660) per month for the Premises in advance on or before the twenty-fifth (25<sup>th</sup>) day of each month and every successive calendar month thereafter during the Term hereof. Rent for any period during the Term hereof which is for less than one (1) month shall be a prorated portion thereof.

6. **SECURITY DEPOSIT.** Landlord hereby agrees that it previously received and currently holds Tenant's deposit in the sum of two thousand seven hundred and thirty dollars (\$2,730.00). Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the payment of any Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. Landlord shall keep this Security Deposit separate from its general funds. If Tenant shall fully and faithfully perform every material provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to the Tenant within twenty (20) days following the expiration of the Lease Term.

7. **OPERATING EXPENSES.**

7.1 Landlord shall be responsible for all Operating Expenses as defined herein.

Initials: \_\_\_\_\_  
Landlord                      Tenant

7.2 The term "Operating Expenses" shall mean any and all expenses incurred by Landlord in connection with the operation, maintenance and repair of the common areas of the Building and Project including, but not limited to the following: charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas, oil and other utilities; (at Landlord's sole discretion) security; pest control; cleaning of windows and exterior curtain walls; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; salaries, wages, and benefits for employees of Landlord engaged in the operation, maintenance or repair of the Project including benefits, payroll taxes and worker's compensation insurance (or only a pro rata portion if such employees are not dedicated exclusively to the Project); license fees and governmental permits; casualty and liability insurance; costs of repairing casualties or losses to the building (s), for which Landlord does not receive insurance proceeds covering the entire loss; costs for code compliance; cleaning supplies; uniforms and dry cleaning service; supplies, repairs, replacements and other expenses for maintaining and operating the Project at the time it was constructed or the installation of any device or other equipment which improves the operating efficiency of any system within the Project and thereby reduces the cost of operating said system(s); Landlord's accounting fees and costs for the system within the Project and thereby reduces Operating Expenses; Landlord's accounting fees and costs for the preparation of statements of operating expenses or incurred in order to reduce operating expenses; legal fees and costs relating to the operation, repair or maintenance of the Project or incurred in order to reduce operating expenses; service or management contracts with independent contractors and general overhead; administrative expenses; management fees; telephone, stationery; and the costs of any other items which, under generally accepted accounting principles constitute operating and maintenance costs attributable to any or all of the Project.

7.2 Tenant shall have no responsibility for any of the following expenses: (1) the construction costs for any expansion of the Building or Project; (2) ground rent or debt service (including, but without limitation, interest and principal) required to be made on debt incurred by Landlord and relating to any portion of the Building or Project; (3) costs for which Landlord has a right to receive reimbursement from others; (4) depreciation of the Project or other said improvements; (5) costs occasioned by Landlord's fraud or willful misconduct; (6) environmental pollution assessment and remediation related costs not caused by Tenant or its agents; (7) leasing commissions; (8) expenses paid from reserve amounts previously included in Operating Expenses; (9) costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds or reimbursement to be credited to Operating Expenses in the year in which received, except that any commercially reasonable deductible amount under any insurance policy shall be included within Operating Expenses charges when incurred by Landlord); (10) costs arising from Landlord's charitable or political contributions; (11) cost of the initial construction and installation of the Project (including the Common Area) and of correcting any defects in or inadequacy of the initial design or construction of the Project or of making any repairs of such initial construction to the extent covered by construction warranty; whether for the Project or pursuant to any work letter with a tenant, (12) tax penalties incurred or interest charged as a result of Landlord's failure to make payments for such items to the extent required by this Lease, except to the extent not caused by Tenant's failure to make such payments when due under this Lease; (13) repairs or other work occasioned by fire, storm, flood or other insured casualty or by the exercise of eminent domain, to the extent Landlord is reimbursed by warranty or insurance or by the condemning authority, or would have been reimbursed if Landlord had maintained in force the insurance required to be

Initials: \_\_\_\_\_  
Landlord                      Tenant

carried by Landlord under this Lease; (14) attorneys' and other professional fees, costs and disbursements and other expenses incurred in connection with procuring new tenants and/or negotiations or disputes with present or prospective tenants or other occupants of the Project, except to the extent incurred as a result of Tenant's acts or omissions; (15) repairs, alterations, additions, improvements or replacements made to rectify or correct any condition with respect to the Project that is in violation of applicable Laws on the date of execution of this Lease; (16) salaries, wages or other compensation paid to officers or executives of Landlord; (17) overhead and profit increment paid to a subsidiary, affiliate or other entity related to Landlord for services to the extent they are in excess of the amount that would be paid in the absence of such affiliation; (18) specific costs incurred for the account of, separately billed to and paid by specific tenants in the Project; (19) cost of capital improvements which are defined as any expenditures of the type which do not normally recur more frequently than every five (5) years in the normal course of operation and maintenance of the Project; (20) any increase in real property taxes resulting from a change in ownership of the Building or Project that occurs during the Term of this Lease or any extensions or renewals thereof; and (21) income, excess profits, or franchise taxes or other such taxes imposed on or measured by the income of Landlord from the operation of the Project. For purposes of this Lease, "change in ownership" has the same definition as in California Revenue and Taxation Code Sections 60 through 68, inclusive, and/or any amendments or successor statutes to such sections.

8. **USE.** Tenant shall use the Premises for a State Pre-School Program for underprivileged children and any incidental uses and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Project or any of its contents, or cause cancellation of any insurance policy covering said Project or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will (a) in any way obstruct or interfere with the rights of other Tenants or occupants of the Project or injure them, (b) allow the Premises to be used for any improper, immoral, or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or (c) violate any codes, laws or regulations of city, state or federal authorities. Tenant shall not commit nor suffer to be committed any waste in or upon the Premises.

#### 8.1 **Condition of Premises.**

Landlord shall deliver the Premises to Tenant in a clean condition on the Lease Commencement Date. Landlord represents and warrants that as of the Commencement Date, but without regard to any alterations or improvements made by Tenant, the Premises does not violate any covenants or restrictions of record, any applicable building code, or any regulations or ordinances in effect on the Commencement Date. In the event that it is determined that this warranty has been violated, then it shall be the obligation of the Landlord, after written notice from Tenant, to promptly, at Landlord's sole cost and expense, to rectify any such violation. Except as otherwise provided in this Lease, Tenant hereby accepts the Premises and the Project in their as is condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier.

Initials: \_\_\_\_\_  
Landlord                      Tenant



**9. MAINTENANCE, REPAIRS, ALTERATIONS AND COMMON AREA SERVICES.**

**9.1 Landlord's Obligations.** Landlord represents and warrants that to its actual knowledge, the Premises and the structural elements, roof and building systems of the Building are seismically and otherwise in sound condition and in compliance with all applicable federal, state and local laws, statutes, applicable building codes, ordinances and governmental rules, regulations or requirements now in force, including, without limitation, handicapped accessibility standards set forth in the ADA. Landlord has disclosed all known conditions, including, but not limited to, environmental contamination, restrictions on utilities, or exclusive use restrictions, that would adversely affect Tenant's use of the Premises. Landlord shall (i) maintain, repair and replace the structural portions of the Project, including but not limited to the foundation, floor/ceiling slabs, roof, curtain wall, exterior glass, columns, beams, shafts, stairs, stairwells and elevator cabs and common areas, and (ii) maintain, repair and replace (as reasonably determined by Landlord to be appropriate) the basic mechanical, electrical, life safety, plumbing, sprinkler systems and heating, ventilating and air-conditioning systems (provided, however, that Landlord's obligation with respect to any such systems shall be to repair, maintain and replace those portions of the systems located in the core of the Project or in other areas outside of the Premises, but Tenant shall be responsible to repair and maintain any distribution of such systems in the Premises).

A. HVAC Warranty. Landlord warrants and represents that the heating and air-conditioning ("HVAC") systems and equipment within the Premises are in good working order as of the date hereof and will remain so for the term of this Lease, ordinary wear and tear and negligence of Tenant excepted. In the event that any such systems and/or equipment fail, the cost to repair or replace shall be the sole responsibility of Landlord and no portion of such cost will be passed through to Tenant.

**9.2 Tenant's Obligations.**

A. Notwithstanding Landlord's obligation to keep the Premises in good condition and repair, Tenant shall be responsible for payment of the cost thereof to Landlord as additional Rent for (i) that portion of the cost of any maintenance and repair of the Premises, or any equipment, (wherever located) that serves only Tenant or the Premises, to the extent such cost is attributable to causes beyond normal wear and tear and (ii) for any other costs which are incurred in on or about the Premises because of Tenant's particular use or actions. Tenant shall be responsible for the cost of painting, replacing, repairing and/or maintaining wall coverings or any Premises improvements that are not ordinarily a part of the Premises or that are above then Project standards, including but not limited to all telephone or computer related wire or cabling. Landlord may, at its option, upon reasonable notice, elect to have Tenant perform any particular such maintenance or repairs the cost of which is otherwise Tenant's responsibility hereunder.

B. On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, ordinary wear and tear excepted, clean and free of debris. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment.

Initials: \_\_\_\_\_  
Landlord      Tenant

**9.3 Alterations and Additions.**

A. Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions, utility installations or repairs in, on or about the Premises, except for non-structural modifications, installation of trade fixtures (for purposes of this Lease, "trade fixtures" is defined as removable personal property that Tenant attaches to the Premises for business purposes), installations or repairs.

B. Any alterations, improvements, additions or utility installations in or about the Premises that Tenant shall desire to make or are required to be made by the city or other governing authority because of Tenant's use or alteration, improvement, addition or utility installation, shall be presented to Landlord in written form, with proposed detailed plans and the cost thereof, including the cost of alterations or improvements to the common areas of the Project all of which shall be borne by Tenant unless otherwise agreed to in writing. If Landlord shall give its consent to Tenant's making such alteration, improvement, addition or utility installation, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from the applicable governmental agencies, furnishing a copy thereof to Landlord prior to the commencement of the work and compliance by Tenant with all conditions of said permit in a prompt and expeditious manner. In the event Tenant utilizes any common areas for any utility installations, including but not limited to, phones or telecommunications equipment, Tenant shall do so at its sole risk and shall provide its own security for such installations.

C. With the exception of trade fixtures, all alterations, improvements, additions and utility installations (whether or not such utility installations constitute trade fixtures of Tenant), which may be made to the Premises by Tenant, including but not limited to, floor coverings, panelings, doors, drapes, built-ins, moldings, sound attenuation, lighting and telephone or communication systems, conduit, wiring and outlets shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease Term.

**9.4 Utility Additions.** Landlord reserves the right to install new or additional utility facilities throughout the Project, at Landlord's sole cost and expense, for the benefit of Landlord or Tenant, or any other tenant of the Project, including, but not by way of limitation, such utilities as plumbing, electrical systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Tenant's use of the Premises.

**10. LIENS.** Tenant shall promptly pay and discharge all claims for work or labor done, supplies furnished or services rendered and shall keep the Premises free and clear of all mechanic and materialman liens in connection therewith.

**11. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet all or a portion of the Premises without obtaining the prior written consent of Landlord, nor shall any assignment or transfer of this Lease be effective by operation of law or otherwise without the prior written consent of Landlord, which consent shall not be

Initials: \_\_\_\_\_  
Landlord      Tenant

unreasonably withheld. Any request for consent shall be in writing and provide sufficient information for Landlord to determine the financial strength of such assignee or subtenant. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under the terms of the Lease, unless agreed to in writing by Landlord. Landlord shall respond to any request for assignment or subletting within ten (10) days of written request by Tenant.

## 12. INSURANCE AND INDEMNITY.

12.1 **Self-Insurance - Tenant.** The insurance requirements set forth under this Section 12 may be satisfied by a self-insurance program approved by the District's governing Board of Education. As of the execution of this Lease, the Tenant is self-insured.

12.2 **Liability Insurance - Tenant.** Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Tenant, with Landlord as an additional insured, against all liability arising out of the use, occupancy or maintenance of the Premises.

12.3 **Liability Insurance - Landlord.** Landlord shall, at Landlord's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Landlord, but not Tenant, against all liability arising out of the ownership, use, occupancy or maintenance of the Buildings and Project of which the Premises are a part.

12.4 **Property Insurance - Tenant.** Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease for the benefit of Tenant, replacement cost and fire and extended coverage insurance, with vandalism and malicious mischief, in an amount sufficient to cover not less than the full replacement cost, as the same may exist from time to time, of Tenant's personal property, fixtures, equipment and tenant improvements.

12.5 **Property Insurance - Landlord.** Landlord shall, at Landlord's expense, obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Building and Project improvements, but not Tenant's personal property, fixtures, equipment or tenant improvements, in the amount of the full replacement cost thereof, as the same may exist from time to time, providing protection against all perils included with the classification of fire, extended coverage, vandalism, malicious mischief, plate glass and such other perils as Landlord deems advisable or may be required by a lender having a lien on the Building or Project. In addition, Landlord shall obtain and keep in force, during the Term of the Lease, a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all Operating Expenses for said period. Tenant will not be named in any such policies carried by Landlord and shall have no right to any proceeds therefrom. The policies required by Section 12.3 and 12.5 shall contain such deductibles as Landlord or its lender may require. If the Premises shall suffer an insured loss as defined in Section \_\_\_ hereof, the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Tenant shall not do or permit anything to be done which shall invalidate the insurance policies carried by Landlord. Tenant shall pay the entirety of any

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increase in the property insurance premium for the Building over what it was immediately prior to the commencement of the Term if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy.

**12.6 Insurance Policies.** Subject to Section 12.1 above, Tenant shall deliver to Landlord copies of liability insurance policies required under this Section 12 or certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Lease. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals thereof. All policies shall name Landlord as additional insured.

**12.7 Waiver of Subrogation.** As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage or other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsement, if required by their insurer to evidence compliance with this waiver.

**12.8 Indemnity.** Tenant shall indemnify and hold harmless Landlord (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property caused by the active negligence or willful misconduct of Tenant, its employees, agents, or contractors during the course of Tenant's use of the Premises under this Agreement but only to the extent that such claims, losses, damages, or liability could have been brought directly against the Tenant.

Landlord shall indemnify and hold harmless Tenant (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property arising from Landlord's ownership, management, use or operation of the Project, unless caused by the active negligence or willful misconduct of Tenant, its employees, agents, or contractors relating to the Premises, Building or Project.

**13. SERVICES AND UTILITIES.** Landlord shall furnish to the Premises Monday through Friday, 8 a.m. to 5 p.m., during generally recognized business days, subject to the rules and regulations of the Project of which the Premises are a part in such reasonable quantities as in the judgment of Landlord is reasonably necessary for the comfortable occupancy of the Premises for general office purposes: (a) electricity for normal lighting; (b) the electricity for fractional horsepower office machines 24 hours per day, 365 days per year; and (c) heat and air conditioning. Landlord shall also maintain and keep lighted the common stairs, common entries and toilet rooms in the Project of which the Premises are a part.

**14. REAL PROPERTY TAXES.**

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Landlord      Tenant

14.1 **Payment of Taxes.** Landlord shall pay the Real Property Tax, as defined in Section 14.3, applicable to the Project. The Tenant, as a public entity, is exempt from payment of Real Property Taxes and shall not be responsible for any Real Property Taxes with respect to Property. Tenant makes no representation or warranty with respect to any tax or business matters related to Landlord's disposition of the Property, and Landlord expressly acknowledges that it has consulted its own legal counsel and consultants regarding all necessary tax and business related matters associated with the disposition of the Property.

14.2 **Additional Improvements.** Tenant shall not be responsible for paying any increase in Real Property Tax specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Landlord for the exclusive enjoyment of any other tenant.

15. **OPTION TO EXTEND TERM.** Provided that Tenant is not in default under this Lease at the time the option is exercised, Tenant shall have the option to extend the Lease Term (the "Option") for two (2) consecutive one (1) year periods (each, an Option Period") commencing on the expiration of the initial Lease Term. Tenant shall provide Landlord not more than sixty (60) days written notice of its intent to exercise the Option. The Option shall apply to the entire Premises.

16. **LANDLORD'S ACCESS.**

16.1 Upon prior notice, Lessee shall make the premises available during normal business hours to Lessor, authorized agent or representative, for the purpose of entering to (a) make necessary or agreed upon repairs, decorations, alterations or improvements or supply necessary or agreed upon service, or (b) inspect the premises as deemed necessary. In an emergency, Lessor, authorized agent or representative may enter the premises, at any time, without prior permission from Lessee. Church members or representatives may not walk through leased spaces during school hours without prior authorization and or notice. This is in order to comply with licensing regulations.

16.2 In the event that Landlord's entry onto the Premises may take place at a time or under circumstances that could result in contact with any under age pupils (younger than 18 years of age), Landlord's right to enter the Premises is conditioned on compliance with requirements of state law regarding fingerprinting and background checks as set forth in Education Code Section 45125.2.

17. **DAMAGE OR DESTRUCTION.**

17.1 **Definitions.** The following Definitions "A" through "G" shall have the same meaning throughout the Lease as they do in this Section 17.

A. "Premises Damage" shall mean if the Premises are damaged or destroyed to any extent.

B. "Premises Project Partial Damage" shall mean if the Project of which the

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Premises are a part is damaged or destroyed to the extent that the cost to repair is less than fifty percent (50%) of the then Replacement Cost of the Project.

C. "Premises Project Total Destruction" shall mean if the Project of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is fifty percent (50%) or more of the then Replacement Cost of the Project.

D. "Project" shall mean the site and all of the buildings located thereon.

E. "Project Total Destruction" shall mean if the Project buildings are damaged or destroyed to the extent that the cost of repair is fifty percent (50%) or more of the then Replacement Cost of the Project buildings.

F. "Insured Loss" shall mean damage or destruction which was caused by an event required to be covered by the insurance described in Section 12. The fact that an Insured Loss has a deductible amount shall not make the loss an uninsured loss.

G. "Replacement Cost" shall mean the amount of money necessary to be spent in order to repair or rebuild the damaged area to the condition that existed immediately prior to the damage occurring, excluding all improvements made by Tenants, other than those installed by Landlord at Tenant's expense.

#### **17.2 Premises Damage; Premises Project Partial Damage.**

A. Insured Loss: Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage which is an Insured Loss and which falls into the classification of either Premises Damage or Premises Project Partial Damage, then Landlord shall, as soon as reasonably possible and to the extent the required materials and labor are readily available through usual commercial channels, at Landlord's expense, repair such damage (but not Tenant's fixtures, equipment or Tenant improvements originally paid for by Tenant) to its condition existing at the time of the damage, and this Lease shall continue in full force and effect.

B. Uninsured Loss: Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Damage or Premises Project Partial Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which damage prevents Tenant from making any substantial use of the Premises, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

**17.3 Premises Project Total Destruction: Project Total Destruction.** Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage, whether or not it is an Insured Loss, which falls into the classifications of either (i)

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Premises Project Total Destruction, or (ii) Project Total Destruction, then Landlord may at Landlord's option either (i) repair such damage or destruction as soon as reasonably possible at Landlord's expense (to the extent the required materials are readily available through usual commercial channels) to its condition existing at the time of the damage, but not Tenant's fixtures, equipment or Tenant improvements, and this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

#### **17.4 Damage Near End of Term.**

A. If at any time during the last twelve (12) months of the Term of this Lease there is substantial damage to the Premises, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of the occurrence of such damage.

B. Notwithstanding Section 17.3, in the event that Tenant has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Tenant shall exercise such option, if it is to be exercised at all, no later than twenty (20) days after the occurrence of an Insured Loss falling within the classification of Premises Damage during the last twelve (12) months of the term of this Lease. If Tenant duly exercises such option during said twenty (20) day period, Landlord shall, at Landlord's expense, repair such damage, but not Tenant's fixtures, equipment or Tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect. If Tenant fails to exercise such option during said twenty (20) day period, then Landlord may at Landlord's option terminate and cancel this Lease as of the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

#### **17.5 Abatement of Rent; Tenant's Remedies.**

A. In the event Landlord repairs or restores the Project or Premises pursuant to the provisions of this Section 17 and any part of the Premises are not usable (including loss of use due to loss of access or essential services), the Rent payable hereunder (including Tenant's Pro Rata Share of Excess Expenses) for the period during which such damage, repair or restoration continues shall be abated, provided (i) the damage was not the result of the negligence of Tenant, and (ii) such abatement shall only be to the extent the operation and profitability of Tenant's business as operated from the Premises is adversely affected. Except for said abatement of Rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

B. If Landlord shall be obligated to repair or restore the Premises or the Project under the provisions of this Section 17 and shall not commence such repair or restoration within ninety (90) days after such occurrence, or if Landlord shall not complete the restoration and repair within six (6) months after such occurrence, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such

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event this Lease shall terminate as of the date of such notice.

C. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair, including but not limited to the approval and/or execution of plans and specifications required.

17.6 **Waiver.** Landlord and Tenant waive the provisions of any statute which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

## 18. **DEFAULT; REMEDIES.**

18.1 **Default.** The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

A. The vacation or abandonment of the Premises by Tenant. Vacation or abandonment of the Premises shall include the failure to occupy the Premises for a continuous period of sixty (60) days or more, whether or not the Rent is paid;

B. The failure by Tenant to make any payment of Rent or any other monetary payment required to be made by Tenant hereunder within ten (10) days of the due date;

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within thirty (30) days from receipt of the notice and thereafter diligently pursues such cure to completion;

D. (i) The making by Tenant of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or (iv) the attachment, execution of other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days. In the event that any provision of this Section 18.1 (D) is contrary to any applicable law, such provision shall be of no force or effect; or

18.2 **Remedies.** In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default;

A. Terminate Tenant's right to possession of the Premises by a lawful means,

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in which case this Lease and the Term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the term after the time of such award exceeds the amount of such Rent loss for the same period that Tenant proves could be reasonably avoided; the leasing commission paid by Landlord to release the Premises and which is applicable to the unexpired Term of this Lease.

B. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of that state wherein the Premises are located. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due in accordance with Section 28 herein.

**18.3 Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently pursues the same to completion.

**18.4 Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Project. Accordingly, if any installment of Base Rent due from Tenant shall not be received by Landlord or Landlord's designee by the tenth (10th) day of any month in which Rent is due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

**19. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** This Lease shall not constitute an indebtedness of Tenant within the meaning of any constitutional or statutory limitation on the manner, form, or amount of indebtedness that may be incurred by Tenant. Tenant is a political subdivision or agency of the State of California with Tenant's fiscal

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year ending on June 30<sup>th</sup> of each Calendar year. If Tenant does not appropriate sufficient funds to continue making rent payments required under this lease for any of Tenant's fiscal years subsequent to the one in which the lease is executed, then this lease shall be terminated effective upon expiration of the last fiscal year in which sufficient funds to pay Tenant's obligations under this Lease were appropriated by Tenant and Tenant shall not, in this sole event, be obligated to make any further payments due beyond said fiscal year. Tenant reasonably believes that that funds can be obtained sufficient to make all Rent payments during the Lease Term.

20. **CONDEMNATION.** If the Premises or any portion thereof or the Project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the Premises or the Project are taken by such condemnation as would substantially and adversely affect the operation and profitability of Tenant's business conducted from the Premises, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent and Tenant's Pro Rata Share of Excess Expenses shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. Common Areas taken shall be excluded from the Common Areas usable by Tenant and no reduction of Rent shall occur with respect thereto or by reason thereof. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority of all or a portion of the Project, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the Premises or the Project. Any award for the taking of all or any part of the Premises or the Project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures, removable personal property and unamortized Tenant improvements that have been paid for by Tenant. For that purpose the cost of such improvements shall be amortized over the original term of this Lease excluding any options. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair.

21. **ESTOPPEL CERTIFICATE.**

21.1. Each Party (as "responding party") shall at any time upon not less than ten (10) days prior written notice from the other Party ("requesting party") execute, acknowledge and deliver to the requesting Party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying

Initials: \_\_\_\_\_  
Landlord      Tenant

that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding Party's knowledge, any uncured defaults on the part of the requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Project or of the business of Tenant.

21.2. At the requesting Party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the Party who is to respond, without any further notice to such Party, or it shall be conclusive upon such Party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting Party, (ii) there are no uncured defaults in the requesting Party's performance, and (iii) if Landlord is the requesting Party, not more than one month's Base Rent has been paid in advance.

22. **BLANK**

23. **BLANK**

24. **PARKING.** Tenant shall be entitled to use non-reserved parking spaces at no cost to Tenant.

25. **LANDLORD AND OWNER(S) LIABILITY.** Landlord's liability under this Lease is limited to its actual ownership interest in the Project. Tenant expressly agrees that the obligations and liability of Landlord under this Lease and all executed documents related thereto shall not constitute personal obligations of Landlord and its agents, partners and lenders, affiliates, subsidiaries or any other entities or persons involved in the management or ownership of the Project (including all officers, directors and shareholders of the same).

26. **SEVERABILITY.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

27. **TIME OF ESSENCE.** Time is of the essence with respect to the obligations to be performed under this Lease.

28. **BLANK**

29. **INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS.** This Lease contains all agreements of the Parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective even if such writings or understandings are materially different than those contained herein. This Lease may be modified in writing only, signed by the Parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the real estate broker, if any, listed in Section 22 hereof nor any cooperating broker on this transaction nor the Landlord or any employee or agents of any of said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises or the Project and Tenant acknowledges that Tenant assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the Term of this

Initials: \_\_\_\_\_  
Landlord      Tenant

Lease.

30. **NOTICES.** Any notice required or permitted to be given hereunder must be in writing and must be given by either certified or registered mail, return receipt requested, or by personal delivery, and shall be deemed sufficiently given if delivered or addressed (if mailed) to Tenant or to Landlord at the address below the signature of the respective Parties or to the Premises, if the notice is to Tenant, and no address is below Tenant's signature on the signature page of this Lease. However, any notice from Tenant whereby Tenant is exercising an Option, if any, or a notice describing a Landlord default must be sent via certified or registered mail, return receipt requested or by personal delivery with a written verification of receipt from the Property Manager or an officer of Landlord. Mailed notices shall be deemed given upon actual receipt at the address required, or three (3) working days following deposit in the U.S. mail, postage prepaid, whichever first occurs. Either Party may, by notice to the other, specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder must be concurrently transmitted to such Party or Parties at such addresses as Landlord may from time to time designate either in writing or under Landlord's signature block on the signature page of this Lease.

31. **WAIVERS.** No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

32. **RECORDING.** Either Landlord or Tenant shall, upon request of the other, execute acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

33. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

34. **COVENANTS AND CONDITIONS.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

35. **BINDING EFFECT; CHOICE OF LAW.** Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Section 23, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Project is located and any litigation concerning this Lease between the Parties hereto shall be initiated in the county in which the Project is located.

36. **ATTORNEY'S FEES.** In the event that it becomes necessary for either party to initiate legal proceedings to enforce any provision of this Lease, each party shall bear its own litigation costs and expenses, including attorney's fees.

Initials: \_\_\_\_\_  
Landlord                      Tenant

37. **SIGNS.** Landlord may, at any time, place on or about the Premises, or the Project, any ordinary "For Sale" signs and Landlord may, at any time, during the last one hundred twenty (120) days of the Term hereof, place on or about the Premises any ordinary "For Lease" signs. Placement of such signs by Landlord shall not interfere with the Tenant's use of the Premises.

38. **MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

39. **CONSENTS.** Except when Landlord has its "sole discretion", wherever in this Lease the consent of one Party is required to an act of the other Party, such consent shall not be unreasonably withheld or delayed.

40. **QUIET POSSESSION.** Upon Tenant paying the Rent for the Premises and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant's shall have quiet possession of the Premises for the entire Term hereof subject to all of the provisions of this Lease.

41. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof, such occupancy shall be a tenancy from month to month subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term.

42. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules by any other Tenants or occupants.

43. **PERFORMANCE UNDER PROTEST.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

44. **AUTHORITY.** Tenant, and each individual executing this Lease on behalf of Tenant, represents and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity.

45. **CONFLICT.** Any conflict between this Lease and its Exhibit(s) or Addenda(s), if any, the Exhibit(s) or Addenda(s) shall control and prevail. In the event of a conflict between any

Initials: \_\_\_\_\_  
Landlord      Tenant

typewritten or handwritten provisions the handwritten provisions, if any, shall control and prevail.

46. **BINDING EFFECT.** This Lease shall become binding upon Landlord and Tenant only when fully executed by both Parties.

47. **MULTIPLE PARTIES.** If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

48. **COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be deemed an original, and when taken together shall constitute the original executed Lease.

49. **ENVIRONMENTAL CONDITIONS.** Landlord shall be responsible for the environmental condition of the Premises and Project and all matters caused by the Landlord, its agents, employees, tenants (excluding Tenant), contractors, guests and invitees. Tenant shall be responsible only for its actions or work.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. IF THIS LEASE HAS BEEN FILLED IN IT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR HIS APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD OR TENANT AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO; LANDLORD AND TENANT SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

Initials: \_\_\_\_\_  
Landlord                      Tenant

IN WITNESS WHEREOF, the Parties have executed this Lease effective as of the date first written above.

**LANDLORD:**

\_\_\_\_\_  
a \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Tax ID#: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**TENANT:**

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

a \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Tax ID#: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Initials: \_\_\_\_\_  
Landlord Tenant

**EXHIBIT "A"**

**“PREMISES”**

Use of 100% of the Fellowship Hall, 2235 sq. ft.; office (Rm. 8), 130 sp. ft.; shared storage space (Rm. 6), 130 sq. ft.; (cannot share during school hours)– 2 restrooms/hallway, 375 sq. ft.; (not during school hours)of kitchen, 205 sq. ft.; office (Rms. 14/15, 350 sq. ft.; upstairs classrooms/restroom, 1345 sq. ft.; upstairs offices (Rms. 22/23) 190 sq. ft.; (Total sq. ft. 4960), shared use of three refrigerators and one freezer; two outside storage sheds; plus two outside play areas; non-exclusive use of parking lot; occasional use of Memorial Room, subject to availability, with advance notice; all facilities located on St. Peter Lutheran Church property to be used for a State Pre-School Program for underprivileged children. Any additional charges for space, equipment and/or services shall be an additional cost beyond what is hereby agreed. Lessor retains first priority on use of all facilities (after school hours) but will provide Lessee with a **minimum of seven (7) days notice in writing** for any church entity or organization requiring use of any of the above mentioned facilities.

Initials: \_\_\_\_\_  
                    Landlord                      Tenant



**EXHIBIT “B”**

**FLOOR PLAN**

Floor Plan Showing Premises

Deemed to be approximately 2235 sq. ft.; office (Rm. 8), 130 sp. ft.; shared storage space (Rm. 6), 130 sq. ft.; shared use – 2 restrooms/hallway, 375 sq. ft.; shared use of kitchen, 205 sq. ft.; office (Rms. 14/15, 350 sq. ft.; upstairs classrooms/restroom, 1345 sq. ft.; upstairs offices (Rms. 22/23) 190 sq. ft.; Total sq. ft. 4960.

*[See attached ]*

Initials: \_\_\_\_\_  
Landlord      Tenant

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Surplus Property	
Action:	Request for Approval	

**BACKGROUND**

The District has accumulated a considerable amount of surplus property, which requires an auction to dispose of this property. Legally, in order to dispose of District property, the Board must take action to declare the left over items as surplus prior to the auction.

**ANALYSIS**

An open house was held on August 27, 2014 for district staff to select usable items for their divisions or departments. Later that morning, an open house was held for non-profit organizations and school districts to select from the remaining items. One (1) school district and one (1) non-profit agency attended the preview. Attached is a listing of all the surplus property as of September 4, 2014. This record will change as items continually move in and out of storage. Also, there are non-inventoried, miscellaneous items that are not listed but will be disposed at the sale.

Therefore, it is recommended that The Liquidation Company (TLC) auctions off the District's surplus property in accordance with the same terms and conditions of the current contract. The auctioneer's commission fee is 35.00% of the gross sales which is competitive for off-site auctions. The fee from TLC includes advertising, transportation, labor and other related functions. Their performance and service have been very satisfactory. The advantages of using TLC are that they take the majority of our surplus property which is rare among auctioneers and they are licensed e-waste collectors. The contract is good through February 28, 2015.

Following the auction, District staff shall discard any remaining surplus property. This is in accordance with Board Policy BP6550 and AR6550.

**RECOMMENDATION**

It is recommended that the Board of Trustees declare the attached list of equipment as surplus property and to utilize The Liquidation Company to conduct an auction as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: September 22, 2014
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	

**Rancho Santiago Community College District**  
 Surplus Capitalized Inventory at September 4, 2014

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
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001	308918	PROJECTOR, SHARP NOTEVISION	Warehouse SW	SHARP VISION 6 5315673	6/6/2000 Purchase 8,614.62 *
001	F31664	OVERHEAD PROJECTOR	Warehouse 21AES	3M 9200 1574051	3/20/2002 Purchase 374.97 *
001	F32855	PROJECTOR, 3M	Warehouse 21AES	3M 9700	6/28/2004 Purchase 592.63 *
020	319249	PLASMA TV,	Warehouse 1FAO	PANASONIC PANTH50 MA71300022	6/11/2007 Purchase 2,165.00 *
075	318113	CONFERENCE SYSTEM,	Facility Planning Office 1BJM	TANDBERG 6000 MXP 605040054	9/22/2006 Purchase 37,720.04 *
115	313475	CASHIERING WORKSTATION	Auxiliary Services - DO 5ASO		11/1/2000 Purchase 2,175.50 *
580	319492	COMPUTER	Warehouse 5PUR	DELL TOWER	6/26/2007 Purchase

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Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
				D9C83D1	1,896.86 *
110	304017	COPIER, TOSHIBA 2860	Warehouse LIB	TOSHIBA 2860 RB713780	5/1/1997 Purchase 5,923.00 *
145	308853	SERVER,PROLIANT,DL380 R01	Warehouse 5ITS	PROLIANT DL380 256K D018DKNIK268	5/19/2000 Purchase 10,548.77 *
145	314446	SERVER, COMPAQ PROLIANT	Warehouse 5ITS	COMPAQ ML530 D240JQ51D052	11/4/2002 Purchase 30,995.92 *
145	314447	SERVER, COMPAQ PROLIANT	Warehouse 5ITS	COMPAQ ML530 G2 D24ZJQD51D082	11/4/2002 Purchase 27,703.48 *
145	314448	SERVER, PROLIANT DL360 G2	Warehouse 5ITS	PROLIANT DL360 6J2AJNT1PONL	11/12/2002 Purchase 4,181.22 *
145	314451	SERVER, COMPAQ W/TAPE DRIVE	Warehouse 5ITS	COMPAQ GM530 D245MFG50315	11/13/2002 Purchase 11,088.63 *
145	314452	SERVER, COMPAQ PROLIANT	Warehouse 5ITS	COMPAQ GM530 D245MFG50127	11/13/2002 Purchase 9,136.67 *

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
145	314454	SERVER, COMPAQ PROLIANT	Warehouse 5ITS	COMPAQ GM530 D244MFG51455	11/13/2002 Purchase 9,136.67 *
145	314455	SERVER, COMPAQ PROLIANT	Warehouse 5ITS	COMPAQ GM530 D244MFG51581	11/13/2002 Purchase 9,136.67 *
145	314623	NAS STORAGE SYSTEMS	Warehouse 5CHAN	HP B2000 D310KL27H004	4/18/2003 Purchase 2,966.91 *
145	315009	SERVER, HP PROLIANT	Warehouse 11AES	HP DL380G3 EA6TLJC122	1/24/2004 Purchase 4,724.95 *
145	315018	SERVER, HP PROLIANT	Warehouse 2ADMS	HP DL380G3 EAGNLJC122	1/24/2004 Purchase 4,724.95 *
145	315020	SERVER, HP PROLIANT	Warehouse 2ADMS	HP DL380G3 EAGTLJC122	1/24/2004 Purchase 4,724.95 *
145	F34306	Server	Warehouse Housed in 250	HP 350 412644 B21 USE736NDD8	8/9/2007 Purchase 4,482.40 *
570	316687	COMPUTER,	Warehouse 2ADMS	DELL GX280	6/7/2005 Purchase

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
				JKCKM71	1,551.72 *
571	303374	CCEL A WRITER COMPUTER W/ACCESSORIE	Bus Appls & Technology - 5WARE	3G-160MB 320 3054	11/1/1998 Purchase 5,707.00 *
571	306942	PRINTER, H.P. LASERJET	Warehouse 5FISC	HP	11/1/1996 Purchase 3,828.00 *
571	313296	PRINTER, HP, LASER JET 8150N	Warehouse 5WARE	HP 8150N USBLM14099	7/27/2001 Purchase 3,672.34 *
571	314438	PRINTER, HP LASERJET 4100	Warehouse 5PUR	HP LASERJET 4100 SJPLGD378787	10/31/2002 Purchase 2,031.72 *
571	316247	PRINTER, 4650DN	Warehouse 21AES	HP 4650 JPHAD16926	1/4/2005 Purchase 2,149.61 *
571	316623	PRINTER, EPSON STYLUS PRO	Warehouse 1MS	EPSON 4000 E29E003844	5/12/2005 Purchase 2,143.06 *
571	F30457	HP LASERJET 4000T PRINTER	Warehouse SURPLUS	HEWLETT PACKARD 4000T EX011554	6/1/1998 Purchase 1,305.12 *

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
571	F33130	PRINTER,	Warehouse 1BUS	DELL 5100 3XBH751	1/18/2005 Purchase 1,271.47 *
571	F35243	Printer, Hewlett-Packard	Warehouse SAC	HP P2055 2055 CNB9L27486	4/28/2009 Purchase 326.90 *
574	302276	COMPUTER,POWER MACINTOSH	Warehouse 11AES	APPLE G3 A9255KXGQ5	6/24/1999 Purchase 2,218.57 *
574	317979	COMPUTER	Warehouse 1BJM	APPLE G5 ZOAW	5/1/2006 Purchase 5,553.23 *
574	F31791	COMPUTER, APPLE POWER MAC G4	Fine & Perf Arts Office - 5WARE	APPLE G4 XB2220CBM1X	6/3/2002 Purchase 5,732.65 *
575	15113	PC LAP TOP COMPUTER, TOSHIBA 1200XE	Warehouse 5WARE	10076739	10/1/1990 Purchase 2,231.00 *
575	314648	COMPUTER, LAPTOP	Admin Services Dept - SCC 2ADMS	DELL 8500 49SXQ21	5/5/2003 Purchase 2,457.65 *
575	318383	LAPTOP, HEATHER GILLETTE	Warehouse 1DNCE	DELL D620	11/14/2006 Purchase

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
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				BKJQ2C1	1,914.33 *
575	319935	Computer, Dell Latitude	Warehouse	DELL D630 9PH13F1	11/27/2007 Purchase 1,455.87 *
577	314543	SCANNER, CANNON	Admin Services Dept - SCC 2ADMS	CANNON DR 5080 BQ302038	1/21/2003 Purchase 7,115.82 *
580	313351	COMPUTERS, DELL OPTIPLEX	Warehouse 11AES	DELL GX 150 6X97V01	9/7/2001 Purchase 1,558.73 *
580	313354	COMPUTERS, DELL OPTIPLEX	Warehouse 11AES	DELL GX 150 2X97V01	9/7/2001 Purchase 1,558.73 *
580	314215	COMPUTER, DELL OPTIPLEX	ESL Speaking - CEC 5WARE	DELL GX240 HYJ11	6/5/2002 Purchase 1,267.12 *
580	314220	COMPUTER, DELL OPTIPLEX	Warehouse 11AES	DELL GX240 3BHYJ11	6/5/2002 Purchase 1,267.12 *
580	314434	COMPUTER, DELL GX 260	Warehouse 1ADMS	DELL GX260 3BNLY11	10/8/2002 Purchase 1,434.19 *



Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
580	314488	COMPUTER, DELL OPTIPLEX	Warehouse 1SPSV	DELL GX260 H9KP321	12/3/2002 Purchase 1,514.94 *
580	315091	COMPUTER,	Warehouse 11AES	DELL GX270 BVDJP41	4/19/2004 Purchase 1,147.99 *
580	315107	COMPUTER,	Warehouse 12AES	DELL GX270 6VDJP41	4/19/2004 Purchase 1,147.99 *
580	315119	COMPUTER,	Warehouse 12AES	DELL GX270 GXFJP41	4/19/2004 Purchase 1,147.99 *
580	315324	COMPUTER,	Warehouse SAC	DELL GX270 4GQM251	6/17/2004 Purchase 1,934.66 *
580	317257	COMPUTER,	Admin Services Dept - SCC 5WARE	DELL GX620 Y91	5/10/2006 Purchase 1,016.12 *
580	317633	COMPUTER	Facility Planning Office 1FPA	DELL GX620 GZDT5B1	6/22/2006 Purchase 1,837.18 *
580	318748	COMPUTER,	Warehouse 11AES	DELL 745	3/29/2007 Purchase

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
				82XPQC1	1,430.44 *
580	318764	COMPUTER,	Warehouse 1ADM	DELL 745 3685QC1	3/27/2007 Purchase 1,540.20 *
580	318782	COMPUTER, DELL	Warehouse 12AES	DELL 745 6PWPQC1	4/2/2007 Purchase 1,430.41 *
580	318794	COMPUTER, DELL	Warehouse 12AES	DELL 745 FPWPQC1	4/2/2007 Purchase 1,430.41 *
580	318797	COMPUTER, DELL	Warehouse 12AES	DELL 745 6NWPQC1	4/2/2007 Purchase 1,430.41 *
580	318803	COMPUTER, DELL	Warehouse 12AES	DELL 745 8QWPQC1	4/2/2007 Purchase 1,430.41 *
580	318811	COMPUTER, DELL	Warehouse 12AES	DELL 745 5Z1PQC1	4/2/2007 Purchase 1,430.41 *
580	318826	COMPUTER, DELL	Warehouse 11AES	DELL 745 G02PQC1	4/2/2007 Purchase 1,430.41 *

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
580	318952	COMPUTER, DELL	Warehouse 11AES	DELL GX745 G7VBWC1	5/1/2007 Purchase 1,408.85 *
580	318966	COMPUTER, DELL	Warehouse 11AES	DELL GX745 JH9CWC1	5/1/2007 Purchase 1,408.85 *
580	318972	COMPUTER, DELL	Warehouse 11AES	DELL GX745 1RV8WC1	5/1/2007 Purchase 1,408.85 *
580	318994	COMPUTER, DELL	Warehouse 11AES	DELL GX745 CVVCWC1	5/1/2007 Purchase 1,408.85 *
580	319003	COMPUTER, DELL	Warehouse 11AES	DELL GX745 6FBCWC1	5/1/2007 Purchase 1,408.85 *
580	319014	COMPUTER, DELL	Warehouse 11AES	DELL GX745 5T29WC1	5/1/2007 Purchase 1,408.85 *
580	319020	COMPUTER, DELL	Warehouse 11AES	DELL GX745 DJBCWC1	5/1/2007 Purchase 1,408.85 *
580	319022	COMPUTER, DELL	Warehouse 11AES	DELL GX745	5/1/2007 Purchase

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
				JLBCWC1	1,408.85 *
580	319023	COMPUTER, DELL	Warehouse 11AES	DELL GX745 8KBCWC1	5/1/2007 Purchase 1,408.85 *
580	319032	COMPUTER, DELL	Warehouse 11AES	DELL GX745 BSV8WC1	5/1/2007 Purchase 1,408.85 *
580	319054	COMPUTER, DELL	Warehouse 11AES	DELL GX745 7JBCWC1	5/1/2007 Purchase 1,408.85 *
580	319256	COMPUTER,	Warehouse 5FISC	DELL 745 C13T2D1	6/13/2007 Purchase 1,646.47 *
580	319334	COMPUTER	Warehouse 11AES	DELL 745 1Y2F2D1	6/26/2007 Purchase 1,389.89 *
580	319435	COMPUTER	Warehouse 11AES	DELL 745 1708 5VFF2D1	6/26/2007 Purchase 1,389.89 *
580	319454	COMPUTER	ESL Speaking - CEC 11AES	DELL 745 1708 FRFF2D1	6/26/2007 Purchase 1,389.89 *

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
580	319462	COMPUTER	Warehouse 11AES	DELL 745 CNFF2D1	6/26/2007 Purchase 1,389.89 *
580	319468	COMPUTER	Warehouse 11AES	DELL 745 CTFF2D1	6/26/2007 Purchase 1,389.89 *
580	319472	COMPUTER	Warehouse 11AES	DELL 745 HVFF2D1	6/26/2007 Purchase 1,389.89 *
580	319483	COMPUTER	Warehouse 11AES	DELL 745 GNP53D1	6/26/2007 Purchase 1,654.34 *
580	319849	Computer, Dell	Warehouse	DELL 745 93G3PD1	9/14/2007 Purchase 1,121.71 *
580	F33578	COMPUTER,	Warehouse 11AES	DELL GX620 6S5GK91	3/2/2006 Purchase 1,355.95 *
580	F33585	COMPUTER,	Warehouse 2ADMS	DELL GX620 J9TPL91	3/13/2006 Purchase 1,186.11 *
580	F33586	COMPUTER,	Warehouse 2ADMS	DELL GX620	3/13/2006 Purchase

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
				89TPL91	1,186.11 *
580	F33587	COMPUTER,	Warehouse 2ADMS	DELL GX620 79TPL91	3/13/2006 Purchase 1,186.11 *
580	F33588	COMPUTER,	Warehouse 2ADMS	DELL GX620 49TPL91	3/13/2006 Purchase 1,186.11 *
580	F33592	COMPUTER,	Warehouse 2ADMS	DELL GX620 65TPL91	3/13/2006 Purchase 1,186.11 *
580	F33593	COMPUTER,	Warehouse 2ADMS	DELL GX620 48TPL91	3/13/2006 Purchase 1,186.11 *
580	F33594	COMPUTER,	Warehouse 2ADMS	DELL GX620 3BTPL91	3/13/2006 Purchase 1,186.11 *
580	F33648	COMPUTER	Warehouse 2ADMS	DELL GX620 B1J6Q91	3/31/2006 Purchase 1,177.39 *
580	F33651	COMPUTER,	Warehouse	DELL GX620 J1J6Q91	3/31/2006 Purchase 1,177.39 *

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
580	F33652	COMPUTER,	Admin Services Dept - SCC 5ware	DELL GX620 F1J6Q91	3/31/2006 Purchase 1,177.39 *
580	F33653	COMPUTER,	Warehouse 2ADMS	DELL GX620 12J6Q91	3/31/2006 Purchase 1,177.39 *
580	F33655	COMPUTER,	Warehouse 2ADMS	DELL GX620 31J6Q91	3/31/2006 Purchase 1,177.39 *
580	F33656	COMPUTER,	Warehouse 2ADMS	DELL GX620 D1J6Q91	3/31/2006 Purchase 1,177.39 *
580	F33822	COMPUTER,	Warehouse 12AES	DELL GX620 7KZX3B1	6/19/2006 Purchase 1,148.34 *
580	F35293	COMPUTERS, DELL PRECISION	Warehouse SW WAREHOUSE	DELL T5400 D1CG9K1	6/22/2009 Purchase 2,158.38 *
580	F35745	Computer Dell Optiplex	Warehouse DISTRICT	DELL 960 TOWER 2L2GQL1	4/14/2010 Purchase 1,150.22 *
580	F35747	Computer Dell Optiplex	Warehouse DISTRICT	DELL 960 TOWER	4/14/2010 Purchase

Cat	Property Tag	Description Size	Department Location	Manufacturer Model Number Serial Number	Acquisition Date Acquisition Method Acquisition Cost
				2637QL1	1,150.22 *
580	F35749	Computer Dell Optiplex	Warehouse DISTRICT	DELL 960 TOWER 2L39QL1	4/14/2010 Purchase 1,150.23 *
580	F36018	Computer,	Warehouse DO	DELL 980 TOWER 7808PM1	9/16/2010 Purchase 1,533.41 *
580	F37091	Computer, Optiplex 990, Flood Damag	Biology - SAC SAC	DELL 990 4BRBTR1	10/27/2011 Purchase 1,020.50 *
				Grand Total	328,360.30 ***



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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Donation of Surplus Items	
Action:	Request for Approval	

**BACKGROUND**

In October 1999, the Board of Trustees requested that prior to auction, surplus items should be made available to non-profit organizations and school districts. Education Code 81452 allows the District to donate items having no monetary value.

**ANALYSIS**

Notices were e-mailed to thirty (30) non-profit organizations within the District's boundaries and thirty-five (35) school districts and community colleges in Orange County. One school district, Orange Unified School District selected items of interest and submitted a request for donation. Below are the items selected to be donated.

**Orange Unified School District**

Item Description	Barcode/Tag Number
(6) ea Blue Chairs	n/a
(2) ea Gray Chairs	n/a
Typewriter Stand	n/a
Audio Visual Cart	n/a
(12) ea Partition Panels	n/a
HP CC800 Plotter Printer	314192
Dell E6400 Laptop	S/N 52P4WF1
Dell E6400 Laptop	S/N 42P4WF1
Dell E6400 Laptop	S/N 62PFWF1
Dell E6400 Laptop	S/N 8ZN4WF1

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the donations to Orange Unified School District as presented.

Fiscal Impact:	None	Board Date: September 22, 2014
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	

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Approval of Foundation for California Community College (FCCC) - Microsoft Campus Agreement & Academic Select/Participation Agreements	
Action:	Request for Approval	

**BACKGROUND**

On September 12, 2011 the Board of Trustees approved the Foundation for California Community Colleges Microsoft Campus Agreement for licensing Microsoft software. This agreement was a three year contract expiring on September 30, 2014. The intention is to renew this agreement for another three year term.

**ANALYSIS**

The Microsoft Campus Agreement is a licensing program that provides California Community Colleges the opportunity to license Microsoft product for an additional savings based on the school's employee FTE count.

The Microsoft Select Agreement complements the Campus Agreement, allowing the community colleges to purchase perpetual licenses with or without Software Assurance (upgrade insurance) for desktop or server platforms as needed. The cost of Software Assurance is prorated based on the number of full and partial years left in the agreement term, and is coterminous with the agreement.

This Microsoft suite of software has been the District standard for over thirteen years. The District has participated in the FCCC purchase program since inception. Annual renewal costs are calculated using current employee FTE levels reported by the State Chancellor's Office and the quantity of servers currently in production.

With over 5,000 workstations and server platforms in the District's technology assets portfolio, the cost per platform is under \$70 for all required software. This per unit cost represents a significant savings not available outside of the FCCC program.

This agreement is for a three year term commencing October 1, 2014.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve RSCCD's contract renewal under the Microsoft Campus Agreement with the FCCC and Academic Select/Participation Agreements as presented.

Fiscal Impact:	\$112,000 annually (estimated)	Board Date: September 22, 2014
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services Phillip Lyle, Director of Network & Communications	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

## Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>		Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>			

If renewing Subscription Licenses from a Previous Enrollment or Agreement, the Previous Enrollment or Agreement number must be identified.

**This Enrollment must be attached to a signature form to be valid.**

Please note that by entering into this Enrollment for Education Solutions (“Enrollment”). Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the “Campus Program”. Institution’s reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date. Institution represents and warrants that it is the same Institution that entered into the Campus and School Agreement identified on the signature form (“Agreement”) or an Affiliate of Institution. By entering into this Enrollment, Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the “Campus Program.” Institution’s reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program. This Enrollment consists of (1) this document and the signature form, (2) the Agreement, and (3) any supplemental contact information form. The Agreement must be at least version 3.4 in order for the Enrollment to be valid.

**Effective date.** If Institution is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date each year this Enrollment is in effect.

Notwithstanding anything to the contrary in the Agreement, the terms and conditions in this Enrollment supersede any conflicting terms and conditions in the Agreement.

**Term.** This Enrollment will expire either 12 or 36 full calendar months from the Enrollment Effective Date, depending on Institution’s election below, and may be terminated earlier as provided in the Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input type="checkbox"/>	36 Full Calendar Months
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**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

# Terms and Conditions

## 1. Contact information.

Each party will notify the other in writing if any of the following information changes. Microsoft may disclose contact information as necessary to administer this Enrollment.

- a. **Primary contact information.** Institution must identify an individual from inside its organization to serve as Microsoft's primary contact with Institution for matters related to this Enrollment. Unless Institution designates an alternate online administrator in subsection (b) below, the primary contact will also be the online administrator for this Enrollment and will receive all notices from Microsoft related to this Enrollment. The online administrator may appoint other administrators and grant others access to online information.

**Name of entity (must be legal entity name)\***

**Contact name\*:** First Last

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\***

**Country\***

**Phone**

**Tax ID**

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

*\* indicates required fields*

- b. **Online Administrator and Notice Recipient.** Complete this only if Institution wants to designate an online administrator and notice recipient different from the primary contact designated in subsection (a) above.

Same as primary contact

**Name of entity\***

**Contact name\*:** First Last

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\***

**Country\***

**Phone**

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

*\* indicates required fields*

- c. **Online Services Manager.** Institution must designate an Online Services Manager to receive communications from Microsoft concerning registration for Online Services ordered under this Enrollment, if any. The Online Services Manager may appoint other administrators and grant others access to online information.

Same as primary contact

**Name of entity\***

**Contact name\*:** First Last

**Contact email address\***

**Street address\***

**City\***  
**State/Province\***  
**Postal code\***  
**Country\***  
**Phone**

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

*\* indicates required fields*

- d. **Language preference.** Select the language for notices. English
- e. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

**Microsoft account manager name:**

**Microsoft account manager email address:**

- f. **Reseller information.**

**Reseller company name\***  
**Street address (PO boxes will not be accepted)\***  
**City\***  
**State/Province\***  
**Postal code\***  
**Country\***  
**Contact name\***  
**Phone**  
**Contact email address\***  
*\* indicates required fields*

The undersigned confirms that the information is correct

<p><b>Name of Reseller*</b></p> <p><b>Signature*</b> _____</p> <p><b>Printed name*</b></p> <p><b>Printed title*</b></p> <p><b>Date*</b></p>
---

*\* indicates required fields*

**Changing a reseller.** If Microsoft or the reseller identified above choose to cease doing business with one another, Institution must choose a replacement reseller. If Institution intends to change the reseller identified above for any other reason, Institution must notify Microsoft and the reseller being replaced in writing on a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Institution's signature.

## **2. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Agreement. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product List and chosen by Institution under this Enrollment.

“Alumni” means any Graduate, or former Student, Faculty or Staff of the Institution.

“Customer,” as used in certain supplemental forms (for example the program signature form), has the same meaning as “Institution.”

“Desktop Platform Product” means any Product identified on the Product List as such and that Institution chooses to license under this Enrollment (Desktop Platform Products may only be licensed on an Organization-wide basis under this program).

“Faculty” means any employees, contractors and volunteers who teach or perform research for Institution and use an Institution Qualified Desktop.;

“Graduate” means a Student who has completed (1) a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) a diploma or degree from a college or university in the Organization.

“Organization-wide Count” means the total quantity of Faculty and Staff in the Organization as listed in the table in the section of this Enrollment titled “Choosing licensing options; license grant.”

“Platform Online Service” means any Online Service identified on the Product List as such and that Institution chooses to license under this Enrollment. Platform Online Services are treated as Online Services, except as otherwise noted.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Desktop” means any device that is used for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Desktops do not include any device that is (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) by the Organization.

“Qualified User” means a User who (1) is a user of a Qualified Desktop or (2) accesses any server software or online services licensed within the Organization. It does not include a person who accesses server software or online services solely under a license identified in the Qualified User Exemptions in the Product List.

“Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met (*i.e.*, a Qualifying Enrollment was not used) and which was entered into by Institution or Institution’s Affiliate, each active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Staff” means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Desktop;

“Student” means any student enrolled in any educational institution that is part of Institution’s Organization whether on a full-time or part-time basis.

“Student Count” means the total quantity of Students in the Organization as listed in the table in the section titled “Licensing options; license grant.”

“Student Qualified Desktop” means a Qualified Desktop owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

### **3. Overview of the Enrollment for Education Solutions.**

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options ((1) Faculty and Staff or (2) Students), depending on the Users it wishes to enable to use the Products licensed.

The minimum requirements for this Enrollment are as follows:

- Institution must order at least one Desktop Platform Product for an Organization-wide Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Faculty and Staff in a quantity of 1,000; OR
- Institution must order at least one Desktop Platform Product for a Student Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Students in a quantity of 1,000.

These minimum requirements are waived if Institution has a Qualifying Enrollment.

Microsoft may refuse to accept this Enrollment if it has a business reason for doing so. At the end of the applicable term, Institution has the option to extend the Enrollment, enter into a new Enrollment, let the Enrollment expire, or, if applicable, purchase perpetual Licenses using the buy-out option.

#### 4. **Defining Institution's Organization.**

Define the Organization by choosing one of the options below. *Please select **only one** option.*

<input type="checkbox"/>	<b>Institution and all of its Affiliates</b> , departments and school locations ( <i>do not</i> list any entity in the below list)
<input type="checkbox"/>	<b>Institution only</b> (including all of its departments and school locations, but not including any Affiliates) ( <i>do not</i> list any entity in the below list)
<input type="checkbox"/>	<b>Institution <i>plus</i> the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s)</b> (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	<b>The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s)</b> (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

<b>List of participating Affiliates, departments, school locations, and/or clearly defined User groups</b>	


Institution may attach pages to this Enrollment if additional rows are needed.

## 5. **Licensing options; license grant.**

**Choosing a licensing option.** Institution may license Desktop Platform Products and Additional Products licensed Organization-wide for (1) Faculty and Staff and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

### Licensing Options.

- a. **Faculty and Staff:** If Institution selects this option, Institution's Organization-wide Count must include all Faculty and Staff in its Organization. In calculating its Organization-wide Count, Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.
- b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization. In calculating its Student Count, Institution must count a full-time Student as 1 and a part-time Student as 1/3.

Institution must provide an Organization-wide Count and/or Student FTE count even if only ordering Platform Online Services to meet Enrollment minimum requirements.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Faculty and Staff	<input type="checkbox"/>	
2. Students	<input type="checkbox"/>	

**License grant.** So long as Institution places orders pursuant to the Agreement and this Enrollment for any required Licenses and pays per the agreement with its reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Faculty and Staff option is chosen, each Qualified User in the Organization (including Students and public users of Qualified Desktops in an open lab) may run the Desktop Platform Products and the Additional Products licensed on an Organization-wide basis on any Institution Qualified Desktop. Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Institution Qualified Desktop and (2) a user CAL to each Faculty and Staff member, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Desktop Platform Products and one instance of any Additional Products licensed Organization-wide on a Student Qualified Desktop. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Use Rights.

Institution may run as many instances of other Additional Products as it wishes so long as adheres to the terms of the Agreement and this Enrollment and pays per the agreement with its reseller. Order quantities of Additional Products must be equal to the number of instances Institution runs.

If Institution is licensing Office Professional and SharePoint Server CAL (Enterprise or Standard) for Faculty and Staff in its Organization under this Enrollment, then Institution's Students and their parents may use Office Web Applications at no charge for the purpose of Students' education at Institution. There is no buy-out option for Office Web Applications.



**6. Price levels and prices.**

**Price levels.** Institution’s Organization-wide Count or Student Count, as applicable, determines the price level of Desktop Platform Products. If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution’s Organization-wide Count and/or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Institution’s price level does not change during the term of the Enrollment.

Select Price Level that Applies to Faculty and Staff Option	Organization Wide Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

**Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its reseller. However, Microsoft will provide the reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the reseller for the Products during the term of the Enrollment.

**7. How to order Products.**

- a. **Price and payment terms.** Price and payment terms for all Licenses ordered will be determined by agreement between Institution and its reseller.
- b. **Placing the initial order.** Orders must be submitted within 30 days of the Enrollment Effective Date. Institution may submit orders for Products that were not part of Institution’s initial order, provided the order is placed in the same calendar month in which copies of the Products are first run. The following terms apply to initial orders and non-anniversary orders for Products not previously ordered:
  - (i) The initial order under the Enrollment must include Licenses for at least one Desktop Platform Product equal to Institution’s Organization-wide Count or Student Count OR at least 1,000 Licenses for one or more Platform Online Services to be run by either Faculty and Staff or Students.
  - (ii) Orders for Licenses for Desktop Platform Products and all component products that are part of the Desktop Platform Products must include a number of Licenses equal to Institution’s Organization-wide Count.
  - (iii) Licenses for Platform Online Services must be ordered in the exact quantity needed, provided such quantity is at least 1,000.

- (iv) Once the minimum ordering requirements under this Enrollment have been satisfied, Licenses for Additional Products must generally be ordered in any quantity needed, regardless of the Organization-wide Count or Student Count, provided sufficient Licenses are ordered to cover the use of the Additional Products. Licenses for certain Additional Products designated in the Product List, however, are required to be ordered in an amount equal to Institution's Organization-wide Count.
- (v) Licenses for Products offered under the Student offering must be ordered in an amount equal to the Student Count, with the exception of Online Services and certain other Products designated in the Product List. Once the minimum ordering requirements under this Enrollment have been satisfied, additional Licenses for Online Services other than Platform Online Services under the Student Offering may be ordered in any quantity, regardless of the Student Count, provided sufficient Licenses are ordered to cover the use of the Online Services. From time to time, Microsoft may offer additional licensing options for Students based on Licenses for Products ordered for Institution's Organization-wide Count, which will be described in the Product List.
- (vi) The Licensed Period for additional orders will be the same as the Licensed Period for Products ordered as part of the initial order.

**c. Adding more copies of Products previously ordered (non-anniversary).**

- (i) For Desktop Platform Products and Additional Products licensed Organization-wide, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count and Student Count, however, on each anniversary of the Enrollment Effective Date during the Licensed Period.
- (ii) Except as provided in subsection (b)(i) above, Institution's right to run Additional Products and Online Services is based on the number of Licenses Institution has acquired for such Products. At any time during the Licensed Period (including any extension), Institution may only run the number of copies of a Product permitted by the Licenses purchased. Institution may order additional Licenses for Products as needed to run additional copies of Products. Institution must order additional Licenses for Products in the same calendar month in which the Products are first run.

Microsoft will invoice the reseller for Products ordered on a pro-rated basis corresponding to the number of full calendar months remaining in the Licensed Period to a minimum of 6 months. Microsoft will invoice the reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's reseller for the additional Licenses.

**d. Extension orders and subsequent annual orders.** Institution must submit extension orders as follows:

- (i) **One-year Licensed Period.** Institution must submit an extension order to extend the Enrollment for another Licensed Period. Microsoft must receive the extension order prior to the expiration of the Licensed Period. Institution may change the Product selection and quantity of Licenses ordered in each extension order.
- (ii) **Three-year Licensed Period.** Microsoft must receive an anniversary order prior to each anniversary of the Enrollment Effective Date of the three-year Licensed Period. Microsoft must receive any extension order prior to the expiration of the initial three-year Licensed Period. Each anniversary order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment

Effective Date, except for step-ups and any Additional Products not ordered Organization-wide. When placing anniversary orders, Institution may order fewer Licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services.

- e. **Buy-out order.** If a buy-out option is available, Institution may order perpetual Licenses for Desktop Platform Products and Additional Products licensed Organization-wide in an amount at least equal to the Organization-wide Count, but not more than the number of Qualified Desktops in the Organization on the date of the buy-out order. The number of perpetual Licenses Institution may order for Additional Products shall be equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment.
- f. **How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, b at <https://www.microsoft.com/licensing/servicecenter> or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- g. **Step up to a higher Product edition.** If a previously ordered Product has multiple editions, Institution may acquire a License for the higher-level software edition by "stepping up" (e.g., from Core CAL to Enterprise CAL or from SQL Server Standard Edition to SQL Server Enterprise Edition). The order requirements set forth in subsection 7(c) above apply to all step-ups.

## **8. *Work at home rights.***

During the Licensed Period, Faculty and Staff who are the primary users (as defined in the Product Use Rights) of an Institution Qualified Desktop running one or more Products licensed by Institution may run one copy of each licensed Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Products licensed by Institution from a home PC that they own or lease), solely for work-related purposes. The total number of Faculty and Staff exercising work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide may not exceed Institution's Organization-wide Count. For other Additional Products, the total number of Faculty and Staff exercising work at home rights may not exceed the number of Licenses Institution has acquired for such Additional Products. If Institution upgrades the Product on the Qualified Desktop used by a Faculty or Staff member, the corresponding copy of the Product run on a home PC may likewise be upgraded. Work at home rights for Faculty or Staff automatically terminate upon cessation of employment by or other affiliation with Institution, and the Product may no longer be run on the home PC. Though Microsoft may offer both work at home rights and home use program rights under Software Assurance for a Product, Institution must choose to utilize either work at home rights or home use program rights for such Product, but not both.

## **9. *Perpetual Licenses for Graduates.***

Institution may, at any time during the Enrollment term, transfer certain Licenses to run Products on a Student Qualified Desktop to any Graduate. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate's right to run the Products identified in the license confirmation becomes perpetual. Institution may not, however, transfer rights related to access Licenses, including CALs, or to Online Services to Graduates.

## **10. *Education Server Platform Licensing Option.***

If Institution licenses one or more of the CAL Products and corresponding Server Platform Products listed in the table below for the aggregate of Institution's Organization-wide Count (at least 1,000) and Student

Count (at least 1,000), Institution may run unlimited instances of any edition of the corresponding server Products that constitute the Server Platform Products available through this Enrollment.

Unless Institution chooses to step up to a higher Product edition, Institution must order the Products selected from the table below as part of each anniversary order. If there is an increase in Institution's Organization-wide Count or Student Count, Institution must submit an order for all CAL and Server Platform Products equal to the new count. Institution may aggregate the number of Licenses for CAL Products ordered under a Qualifying Enrollment to satisfy quantity requirements of this Enrollment, provided that such Qualifying Enrollment or its successor is valid and in effect during the term of this Enrollment.

Server Platform Products licensed under this licensing option may only be used by Faculty and Staff and Students in the Organization and by licensed external users using the Server Platform Products for the benefit of the Organization.

Licenses acquired under this section may not be transferred to Graduates. Institution may buy out CAL Products, but not Licenses for Server Platform Products acquired under these terms. Institution is prohibited from transferring Licenses acquired under this section.

Institution's use of the Products that constitute the Server Platform Products is subject to the Product Use Rights for the Server Platform Products.

<b>Product Selection</b>			
	<b>CAL Product Selected</b>	<b>Server Platform Product Selected</b>	<b>Server Product included for Unlimited Deployment</b>
<input type="checkbox"/>	SQL Server CALs	SQL Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, plus all editions of BizTalk Server and associated external connectors.
<input type="checkbox"/>	Core CALs (acquired standalone or as part of a platform)	Core Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, and associated external connectors.
<input type="checkbox"/>	Enterprise CALs (acquired standalone, as a step-up, or as part of a platform)	Enterprise Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products and external connectors, plus System Center 2012 Datacenter and Windows Rights Management Service External Connector.

## **11. Qualifying systems Licenses.**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Desktops on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list may be more extensive at the time of Institution's initial order than it is for some system refreshes at other times during the term of the Licensed Period. Exclusions are subject to change when new versions of Windows are released.

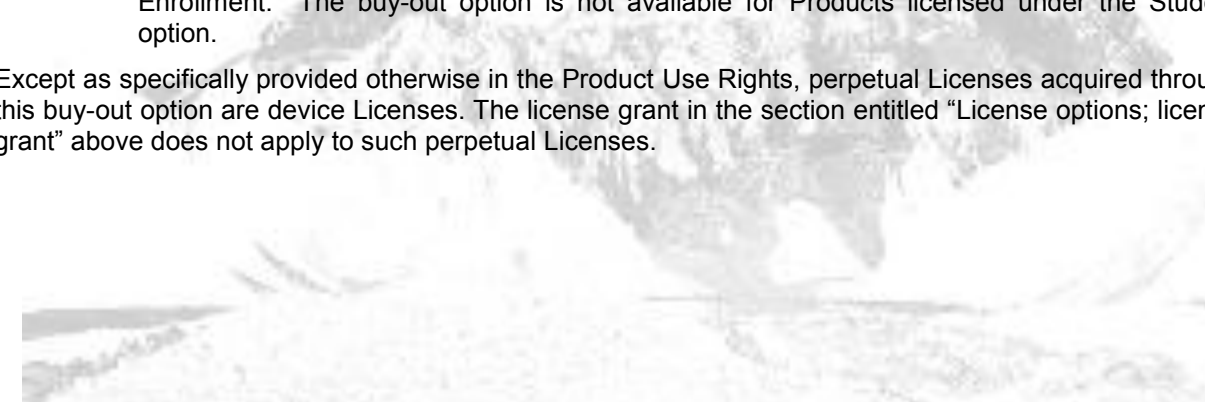
*For example, the following are not considered qualifying operating systems: (1) embedded operating systems; (2) Linux; and (3) OS/2. These are examples of exclusions only. Please see the Product List for all current qualifying operating systems.*

## **12. Options upon completion of a Licensed Period.**

Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) extend the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period:

- a. One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for (1) up to five consecutive terms of 12 full calendar months or (2) one term of 36 full calendar months.
- b. Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three terms of 12 full calendar months or (2) one term of 36 full calendar months.
- c. Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under this Enrollment, provided it has licensed such Products under one or more Enrollments (including any extensions) under the Agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of this Enrollment. To obtain perpetual Licenses, Institution must submit a buy-out order at least 30 days prior to expiration of this Enrollment. The buy-out option is not available for Products licensed under the Student option.

Except as specifically provided otherwise in the Product Use Rights, perpetual Licenses acquired through this buy-out option are device Licenses. The license grant in the section entitled "License options; license grant" above does not apply to such perpetual Licenses.







## ■ Renewal Worksheet of Santa Ana College



### Validated Renewal Worksheet for Campus Agreement Licensing

**Santa Ana College**  
**Foundation for California Community Colleges (FCCC)**  
**Microsoft Campus Agreement 2014 (Year 1 of 3)**

Please use this quote to generate and submit your PO no later than **Friday, 12-Sep-2014** to insure a timely renewal for everyone.

Purchase Order to be made payable to:      Submit Purchase Order by fax or e-mail:

ComputerLand Silicon Valley  
 482 West San Carlos Str.  
 San Jose, CA 95110  
 Federal Tax ID 77-0269631

by FAX: **408-519-3260**  
 by E-mail: **[syork@cland.com](mailto:syork@cland.com)**

#### • Choose a Desktop Bundle for Faculty and Staff

	Desktop Bundle for Faculty & Staff	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	Desktop for Education with <u>Enterprise CALs</u> consisting of:	<del>\$59.50</del> \$57.50	✓	893	\$51,347.50

#### • Choose Optional Products Licensed Organization-Wide for Faculty/Staff

	Optional Products Licensed Organization-Wide	Part Number	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	SQL Server CAL	359-00765CF	\$7.00	✓	893	\$6,251.00

#### • Choose Optional Products Licensed per User or Device for Faculty/Staff

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Visual Studio Premium w/MSDN per user	9ED-00071CFU	\$299.00	4	\$1,196.00
2.	Visual Studio Pro w/MSDN per user	77D-00110CFU	\$64.00	10	\$640.00
3.	Visual Studio Ultimate w/MSDN per user	9JD-00050CFU	\$654.00	4	\$2,616.00

#### • Choose Optional Products Licensed per User or Device for Students

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
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4.18 (13)

1.	Office 365 ProPlus for Students (free with subscription to Office Pro Plus for all faculty/staff)	<b>5XS-00002CSU</b>	\$0.00	<b>25532</b>	<b>\$0.00</b>
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• **Server License Options**

	<b>Server License</b>	<b>Part Number</b>	<b>Item Price per License</b>	<b>Number of Licenses</b>	<b>Ext. Price</b>
1.	Azure Monetary Commitment for usage - use for a variety of Azure services including spinning up VMs, storage, data transfer, etc.	<b>6QK-00001CF</b>	\$1,320.00	<b>1</b>	<b>\$1,320.00</b>
2.	Core Infrastructure Svr Suite Datacenter - Combines Windows Server Datacenter and System Center Data Center Licenses. 1 license covers 2 physical processors and unlimited OSEs/VMs on the licensed physical machine.	<b>FUD-00936CF</b>	\$516.00	<b>14</b>	<b>\$7,224.00</b>
3.	Exchange Server Enterprise	<b>395-02412CF</b>	\$394.00	<b>1</b>	<b>\$394.00</b>
4.	Exchange Server Standard	<b>312-02177CF</b>	\$69.00	<b>2</b>	<b>\$138.00</b>
5.	SQL Server Enterprise Core - 2 Core license pack, 4 Core Minimum per processor (no SQL CALs needed)	<b>7JQ-00341CF</b>	\$1,335.00	<b>2</b>	<b>\$2,670.00</b>
6.	SQL Server Standard per Server (requires SQL CALs for all clients)	<b>228-04437CF</b>	\$88.00	<b>4</b>	<b>\$352.00</b>
7.	Windows Server Standard - 2 processor (up to 2 processors and 2 virtual machines per license)	<b>P73-05897CF</b>	\$51.00	<b>12</b>	<b>\$612.00</b>

**TOTAL \$74,760.50**

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## ■ Renewal Worksheet of Santiago Canyon College



### Validated Renewal Worksheet for Campus Agreement Licensing

**Santiago Canyon College  
Foundation for California Community Colleges (FCCC)  
Microsoft Campus Agreement 2014 (Year 1 of 3)**

Please use this quote to generate and submit your PO no later than **Friday, 12-Sep-2014** to insure a timely renewal for everyone.

Purchase Order to be made payable to:      Submit Purchase Order by fax or e-mail:

ComputerLand Silicon Valley  
482 West San Carlos Str.  
San Jose, CA 95110  
Federal Tax ID 77-0269631

by FAX: **408-519-3260**  
by E-mail: **[syork@cland.com](mailto:syork@cland.com)**

#### • Choose a Desktop Bundle for Faculty and Staff

	Desktop Bundle for Faculty & Staff	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	Desktop for Education with <u>Enterprise CALs</u> consisting of:	\$59.50	<input checked="" type="checkbox"/>	418	\$24,871.00

#### • Choose Optional Products Licensed Organization-Wide for Faculty/Staff

	Optional Products Licensed Organization-Wide	Part Number	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	SQL Server CAL	359-00765CF	\$7.00	<input checked="" type="checkbox"/>	418	\$2,926.00

#### • Choose Optional Products Licensed per User or Device for Faculty/Staff

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Visio Pro per device	D87-01057CFU	\$55.00	5	\$275.00

#### • Choose Optional Products Licensed per User or Device for Students

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Office 365 ProPlus for Students (free with subscription to Office Pro Plus for all faculty/staff)	5XS-00002CSU	\$0.00	11997	\$0.00

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• **Server License Options**

	<b>Server License</b>	<b>Part Number</b>	<b>Item Price per License</b>	<b>Number of Licenses</b>	<b>Ext. Price</b>
1.	Core Infrastructure Svr Suite Datacenter - Combines Windows Server Datacenter and System Center Data Center Licenses. 1 license covers 2 physical processors and unlimited OSEs/VMs on the licensed physical machine.	<b>FUD-00936CF</b>	\$516.00	<b>9</b>	<b>\$4,644.00</b>
2.	Exchange Server Enterprise	<b>395-02412CF</b>	\$394.00	<b>1</b>	<b>\$394.00</b>
3.	Exchange Server Standard	<b>312-02177CF</b>	\$69.00	<b>2</b>	<b>\$138.00</b>
4.	SQL Server Enterprise Core - 2 Core license pack, 4 Core Minimum per processor (no SQL CALs needed)	<b>7JQ-00341CF</b>	\$1,335.00	<b>2</b>	<b>\$2,670.00</b>
5.	SQL Server Standard per Server (requires SQL CALs for all clients)	<b>228-04437CF</b>	\$88.00	<b>2</b>	<b>\$176.00</b>
6.	Windows Server Standard - 2 processor (up to 2 processors and 2 virtual machines per license)	<b>P73-05897CF</b>	\$51.00	<b>5</b>	<b>\$255.00</b>

**TOTAL \$36,349.00**

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032621	7,000.00	A & W ELECTRIC MOTORS INC	Repair & Replacement Parts			7/28/2014
15-P0032622	6,000.00	DUNN EDWARDS CORP	Non-Instructional Supplies			7/28/2014
15-P0032623	2,500.00	HOME DEPOT	Non-Instructional Supplies			7/28/2014
15-P0032624	500.00	WOODWARD'S ACE HARDWARE	Non-Instructional Supplies			7/28/2014
15-P0032625	2,050.00	ACCCA	Conference Expenses			7/28/2014
15-P0032626	595.00	ASBDC	Conference Expenses	SP		7/28/2014
15-P0032627	85.00	OCBC ORANGE CTY BUS COUNCIL	Conference Expenses	SP		7/28/2014
15-P0032628	600.00	WELLS FARGO BANK	Telephone & Pager Services			7/28/2014
15-P0032629	500.00	MONTOOTH CARISA L	Contracted Services	SP		7/28/2014
15-P0032630	385.37	DELL COMPUTER	Non-Instructional Supplies	SP		7/28/2014
15-P0032631	36,100.00	BLACKBOARD INC	Software License and Fees	SP		7/28/2014
15-P0032632	102.00	SCANTRON	Software License and Fees	SP		7/28/2014
* 15-P0032633	16,489.20	ADVANCED WEB OFFSET INC	Packaging/Mail Prep/Processing	SP		7/28/2014
15-P0032634	77,000.00	TOWNSEND PUBLIC AFFAIRS INC	Contracted Services			7/28/2014
15-P0032635	108.00	WESTERN POWER SYSTEMS	Contracted Repair Services			7/28/2014
15-P0032636	1,000.00	ARIZONA MACHINERY	Contracted Repair Services			7/28/2014
15-P0032637	173.31	GMS ELEVATOR	Contracted Repair Services			7/28/2014
* 15-P0032638	48,350.00	LIEBERT CASSIDY WHITMORE	Inst Dues & Memberships			7/28/2014
15-P0032639	277.50	GMS ELEVATOR	Contracted Repair Services			7/28/2014
15-P0032640	1,083.27	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			7/28/2014
15-P0032641	3,000.00	GRAINGER	Non-Instructional Supplies			7/28/2014
15-P0032642	1,688.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		7/28/2014
15-P0032643	2,257.50	CITY OF CORONA	Instructional Agrmt - Facility			7/28/2014
15-P0032644	3,000.00	HOME DEPOT	Non-Instructional Supplies			7/28/2014
15-P0032645	2,000.00	CHAMPION CHEMICAL CO	Non-Instructional Supplies			7/28/2014
15-P0032646	3,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/28/2014
15-P0032647	3,000.00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			7/28/2014
15-P0032648	3,000.00	CLEAN SOURCE INC	Non-Instructional Supplies			7/28/2014
15-P0032649	8,280.00	SEVILLE CONSTRUCTION SVCS INC	Buildings - Construction Mgmt	SP	BOND	7/29/2014
15-P0032650	6,900.00	HOME DEPOT	Non-Instructional Supplies			7/29/2014
15-P0032651	7,500.00	HOME DEPOT	Repair & Replacement Parts			7/29/2014
15-P0032652	6,000.00	WATERLINE TECHNOLOGIES	Non-Instructional Supplies			7/29/2014
15-P0032653	1,000.00	MAG TROL	Repair & Replacement Parts			7/29/2014
15-P0032654	6,000.00	HYDRO SCAPE PRODUCTS INC	Non-Instructional Supplies			7/29/2014

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No. 4.19

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 15-P0032655	614.93	BOSE CORP	Non-Instructional Supplies	SP		7/29/2014
15-P0032656	179.10	GREY HOUSE PUBLISHING	Library Books - Periodicals	SP		7/29/2014
15-P0032657	230.00	COPELAND BEVERLY	Advertising	SP		7/29/2014
15-P0032658	657.69	D & A PIZZA INC	Food and Food Service Supplies	SP		7/29/2014
15-P0032659	3,010.95	SVM LP	Other Exp Paid for Students	SP		7/29/2014
15-P0032660	104.85	THE LIBRARY STORE INC	Non-Instructional Supplies	SP		7/29/2014
15-P0032661	75.60	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		7/29/2014
15-P0032662	1,800.00	SO CALIF FOOTBALL ASSOC	Inst Dues & Memberships			7/29/2014
15-P0032663	665.00	SOUTHERN CALIFORNIA WRESTLING ALLIANCE	Inst Dues & Memberships			7/29/2014
15-P0032664	5,500.00	ORANGE EMPIRE CONFERENCE	Inst Dues & Memberships			7/29/2014
15-P0032665	4,803.39	GALE GROUP	Library Books	SP		7/29/2014
15-P0032666	395.50	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		7/29/2014
15-P0032667	24.50	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/29/2014
15-P0032668	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/29/2014
15-P0032669	6,500.00	GRP2 UNIFORMS INC	Non-Instructional Supplies			7/29/2014
15-P0032670	600.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/29/2014
15-P0032671	8,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services	SP		7/29/2014
* 15-P0032673	1,485.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses	SP		7/29/2014
15-P0032674	3,000.00	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services	SP		7/29/2014
15-P0032675	200.00	ON TRAC	Postage			7/30/2014
15-P0032676	900.00	CCFC COMMUNITY COLLEGE FACILITY COALITION	Conference Expenses			7/30/2014
15-P0032677	775.00	COUNCIL FOR OPPORTUNITY IN EDUCATION	Conference Expenses	SP		7/30/2014
15-P0032678	175.00	FRESNO CITY COLLEGE	Conference Expenses			7/30/2014
15-P0032679	175.00	FRESNO CITY COLLEGE	Conference Expenses			7/30/2014
15-P0032680	500.00	METROPRO TOWING INC	Contracted Repair Services			7/30/2014
15-P0032681	3,000.00	PETE'S ROAD SVC	Contracted Repair Services			7/30/2014
15-P0032682	1,000.00	R & B PRODUCTS USA LLC	Contracted Repair Services			7/30/2014
15-P0032683	500.00	SOUTHERN AUTO BODY	Contracted Repair Services			7/30/2014
15-P0032684	14,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/30/2014
15-P0032685	800.00	MICROTECH SCIENTIFIC	Instructional Supplies	SP		7/30/2014
15-P0032686	700.00	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		7/30/2014
15-P0032687	200.00	HARDY DIAGNOSTICS	Instructional Supplies	SP		7/30/2014
15-P0032688	650.00	VWR FUNDING INC	Instructional Supplies	SP		7/30/2014
15-P0032689	300.00	MICROTECH SCIENTIFIC	Instructional Supplies	SP		7/30/2014

4.19(2)

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032690	700.00	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		7/30/2014
15-P0032691	500.00	GRIFFIN ACE HARDWARE	Non-Instructional Supplies	SP		7/30/2014
15-P0032692	3,000.00	HOME DEPOT	Non-Instructional Supplies	SP		7/30/2014
15-P0032693	500.00	SPECTRUM GAS PRODUCTS	Instructional Supplies	SP		7/30/2014
15-P0032694	700.00	HOME DEPOT	Instructional Supplies	SP		7/30/2014
15-P0032695	500.00	DON BOOKSTORE	Instructional Supplies	SP		7/30/2014
15-P0032696	1,300.00	SMART & FINAL	Instructional Supplies	SP		7/30/2014
15-P0032697	5,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/30/2014
15-P0032698	7,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/30/2014
15-P0032699	10,900.00	SC FUELS	Gasoline	SP		7/30/2014
15-P0032700	1,000.00	DON BOOKSTORE	Other Exp Paid for Students	SP		7/30/2014
15-P0032701	10,000.00	SIMS ORANGE WELDING SUPPLY	Instructional Supplies	SP		7/30/2014
15-P0032702	9,339.82	VIRCO MFG CORP	Equip/Software - >\$200 <\$1,000	SP	BOND	7/30/2014
15-P0032703	1,000.00	HOME DEPOT	Instructional Supplies	SP		7/30/2014
15-P0032704	800.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/30/2014
15-P0032705	1,000.00	RADIO SHACK	Instructional Supplies	SP		7/30/2014
15-P0032706	2,000.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		7/30/2014
15-P0032707	500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/30/2014
15-P0032708	470.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/30/2014
15-P0032709	900.00	MISSION UNIFORM & LINEN	Laundry & Dry Cleaning Service			7/30/2014
15-P0032710	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/30/2014
15-P0032711	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/30/2014
15-P0032712	1,912.36	WRESTLING MART.COM	Instructional Supplies	SP		7/30/2014
15-P0032713	800.00	VERIZON	Telephone & Pager Services	SP		7/30/2014
15-P0032714	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/30/2014
15-P0032715	1,569.00	CINTAS CORP	Laundry & Dry Cleaning Service			7/30/2014
15-P0032716	166.48	MICHAEL J MACKENZIE	Awards & Incentives	SP		7/30/2014
15-P0032717	50,000.00	NICOLE MILLER & ASSOC INC	Legal Expenses			7/30/2014
15-P0032718	862.92	AED SUPERSTORE	Non-Instructional Supplies			7/30/2014
15-P0032719	3,000.00	TURF STAR INC	Contracted Repair Services			7/30/2014
15-P0032720	1,500.00	CINTAS CORP	Laundry & Dry Cleaning Service			7/30/2014
15-P0032721	1,896.48	TROXELL COMM INC	Equip/Software - >\$200 <\$1,000			7/30/2014
15-P0032722	3,494.20	ROGERS ATHLETIC COMPANY	Equipment - All Other > \$1,000			7/30/2014
15-P0032723	554.00	TRISTATE ACCOMODATIONS	Instructional Supplies	SP		7/30/2014

4.19 (3)

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032724	3,600.00	LOMA LINDA UNIV	Instructional Supplies	SP		7/30/2014
15-P0032725	4,129.91	FISHER SCIENTIFIC	Instructional Supplies	SP		7/30/2014
15-P0032726	416.48	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/30/2014
15-P0032727	1,519.47	FISHER SCIENTIFIC	Instructional Supplies	SP		7/30/2014
15-P0032728	26.99	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/30/2014
15-P0032729	4,500.00	HAJOCA CORP	Repair & Replacement Parts			7/30/2014
15-P0032730	2,500.00	JOHN MINNOCK JR	Maint/Oper Service Agreements			7/30/2014
15-P0032731	2,500.00	DAN'S MACHINE REPAIR	Contracted Services			7/30/2014
15-P0032732	1,500.00	KNORR SYSTEMS INC	Non-Instructional Supplies			7/30/2014
15-P0032733	1,000.00	GRAINGER	Instructional Supplies	SP		7/30/2014
15-P0032734	855.50	THOMAS SCIENTIFIC	Instructional Supplies	SP		7/30/2014
15-P0032735	1,115.24	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		7/30/2014
15-P0032736	678.59	GAYLORD BROS	Instructional Supplies	SP		7/30/2014
* 15-P0032737	350.00	ACHRO EEO ASSOC OF CHIEF HUMAN	Inst Dues & Memberships	SP		7/30/2014
15-P0032738	5,000.00	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		7/30/2014
15-P0032739	111.66	AMAZON COM	Books, Mags & Ref Mat, Non-Lib	SP		7/30/2014
15-P0032740	648.24	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		7/30/2014
15-P0032741	158.92	AMAZON COM	Non-Instructional Supplies	SP		7/30/2014
15-P0032742	155.46	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		7/30/2014
15-P0032743	7,500.00	QUEST DIAGNOSTICS	Contracted Services	SP		7/30/2014
15-P0032744	283.25	RYAN'S EXPRESS MOTORCOACH	Transportation - Student	SP		7/30/2014
15-P0032745	386.25	RYAN'S EXPRESS MOTORCOACH	Transportation - Student	SP		7/30/2014
15-P0032746	551.25	RYAN'S EXPRESS MOTORCOACH	Transportation - Student	SP		7/30/2014
15-P0032747	283.25	RYAN'S EXPRESS MOTORCOACH	Transportation - Student	SP		7/30/2014
15-P0032748	1,735.00	MARRIOTT WARDMAN PARK HOTEL	Conference Expenses	SP		7/31/2014
15-P0032749	2,050.00	ACCCA	Conference Expenses			7/31/2014
15-P0032750	2,050.00	ACCCA	Conference Expenses			7/31/2014
15-P0032751	250.00	STATER BROS	Food and Food Service Supplies	SP		7/31/2014
15-P0032752	500.00	SMART & FINAL	Food and Food Service Supplies	SP		7/31/2014
15-P0032753	300.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/31/2014
15-P0032754	500.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/31/2014
15-P0032755	657.00	STEVEN A. GLYER	Non-Instructional Supplies	SP		7/31/2014
15-P0032756	29.95	ROLLING STONE LLC	Library Books - Periodicals			7/31/2014
* 15-P0032757	12,160.52	GOLDEN STAR TECHNOLOGY, INC.	Equip/Software - >\$200 <\$1,000			8/4/2014

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032758	3,000.00	FREEDOM COMMUNICATIONS, INC	Advertising			8/4/2014
15-P0032759	279.94	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		8/4/2014
15-P0032760	175.90	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/4/2014
15-P0032761	825.00	DC SERVICES OF AMERICA INC	Contracted Services			8/4/2014
15-P0032762	177.10	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		8/4/2014
15-P0032763	7,925.15	TREND OFFSET PRINTING	Class Schedules/Printing	SP		8/4/2014
15-P0032764	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/4/2014
15-P0032765	1,927.80	SEHI COMPUTER PRODUCTS	Equipment - All Other > \$1,000	SP	BOND	8/4/2014
15-P0032766	700.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/4/2014
15-P0032767	1,927.80	SEHI COMPUTER PRODUCTS	Equipment - All Other > \$1,000	SP	BOND	8/4/2014
15-P0032768	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/4/2014
15-P0032769	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/4/2014
15-P0032770	200.00	AAMES LOCK & SAFE CO	Non-Instructional Supplies			8/4/2014
15-P0032771	10,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/4/2014
15-P0032772	345.58	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/4/2014
15-P0032773	5,867.64	CN SCHOOL AND OFFICE SOLUTIONS INC	Equipment - Modular Furniture			8/4/2014
15-P0032774	939.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/4/2014
15-P0032775	2,158.40	C.C. IMEX	Instructional Supplies	SP		8/4/2014
15-P0032776	990.66	DELL COMPUTER	Equipment - Federal Progs >200	SP		8/4/2014
15-P0032777	244.26	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000			8/5/2014
15-P0032778	684,471.00	ASCIP	Prop, Liab, Boiler & Machine			8/5/2014
15-P0032779	382.22	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/5/2014
15-P0032780	1,535.00	HAGERMAN DIANA	Contracted Repair Services			8/5/2014
15-P0032781	2,500.00	BKF ENGINEERS	Site Improv - Contracted Svcs	SP		8/5/2014
15-P0032782	19,800.00	BKF ENGINEERS	Buildings - Contracted Svcs	SP		8/5/2014
15-P0032783	1,500.00	LOWE'S HOME IMPROVEMENT	Instructional Supplies	SP		8/5/2014
15-P0032784	850.00	SUN ENVIRONMENTAL ENGINEERING	Site Improv - Contracted Svcs	SP	BOND	8/5/2014
15-P0032785	300.00	KNORR SYSTEMS INC	Contracted Repair Services			8/5/2014
15-P0032786	223.30	FRANKLIN AIR CONDITIONING	Contracted Repair Services			8/5/2014
15-P0032787	1,072.48	PYRO-COMM SYSTEMS INC	Contracted Repair Services			8/5/2014
15-P0032788	2,000.00	RAMCO REFRIGERATION & AIR	Contracted Repair Services	SP		8/5/2014
15-P0032789	2,000.00	TEGRES INC	Contracted Repair Services	SP		8/5/2014
15-P0032790	2,000.00	HOBART CORP	Contracted Repair Services	SP		8/5/2014
15-P0032791	324.00	SEA CLEAR POOLS INC	Contracted Repair Services			8/5/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032792	12,804.80	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			8/5/2014
15-P0032793	800.00	EDWARD COSNER	Contracted Repair Services			8/5/2014
15-P0032794	160.44	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		8/5/2014
* 15-P0032795	490.32	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		8/5/2014
15-P0032796	7,350.82	DELL COMPUTER	Equipment - Federal Progs >200	SP		8/5/2014
15-P0032797	1,296.00	TENNAN GAIL	Software License and Fees	SP		8/6/2014
15-P0032798	4,500.00	ANGELUS QUARRIES BLDG	Non-Instructional Supplies			8/6/2014
15-P0032799	2,000.00	BISHOP CO	Non-Instructional Supplies			8/6/2014
15-P0032800	2,000.00	DUNN EDWARDS CORP	Non-Instructional Supplies			8/6/2014
15-P0032801	2,500.00	ORANGE COUNTY FARM SUPPLY	Non-Instructional Supplies			8/6/2014
15-P0032802	2,000.00	TOMARK SPORTS INC	Non-Instructional Supplies			8/6/2014
15-P0032803	3,500.00	VILLAGE NURSERIES	Non-Instructional Supplies			8/6/2014
15-P0032804	3,000.00	HOME DEPOT	Non-Instructional Supplies			8/6/2014
15-P0032805	2,500.00	ALAN'S LAWNMOWER & GARDEN CTR	Contracted Repair Services			8/6/2014
15-P0032806	3,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			8/6/2014
15-P0032807	48.57	RUTH J. COSSIO-MUNIZ	Non-Instructional Supplies	SP		8/6/2014
15-P0032808	60,000.00	DON BOOKSTORE	Books Paid for Students	SP		8/6/2014
15-P0032809	13.07	RUTH J. COSSIO-MUNIZ	Food and Food Service Supplies	SP		8/6/2014
15-P0032810	647.46	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		8/6/2014
15-P0032811	1,538.15	RIDDELL ALL AMERICAN	Instructional Supplies	SP		8/6/2014
15-P0032812	639.34	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		8/6/2014
15-P0032813	291.67	FITNESS REPAIR SHOP	Repair & Replacement Parts			8/6/2014
* 15-P0032814	129.16	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/6/2014
15-P0032815	486.60	IMAGE WORKS PES INC	Instructional Supplies	SP		8/6/2014
15-P0032816	27.28	HITT MARKING DEVICES	Non-Instructional Supplies			8/6/2014
15-P0032817	396.72	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		8/6/2014
15-P0032819	1,600.00	BIARD & CROCKETT PLUMBING SVCS INC	Non-Instructional Supplies			8/6/2014
15-P0032820	8,500.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			8/6/2014
15-P0032821	2,500.00	IDEAL LIGHTING SUPPLY INC	Non-Instructional Supplies			8/6/2014
15-P0032822	4,500.00	IMPERIAL PRODUCTS INC	Repair & Replacement Parts			8/6/2014
15-P0032823	679.39	FITNESS REPAIR SHOP	Contracted Repair Services			8/6/2014
15-P0032824	1,200.00	RSCCD	Contracted Services	SP		8/6/2014
15-P0032825	4,900.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	8/6/2014
15-P0032826	2,023.70	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP	BOND	8/6/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032827	1,387.80	CN SCHOOL AND OFFICE SOLUTIONS INC	Equipment - All Other > \$1,000	SP	BOND	8/6/2014
15-P0032828	13,612.00	SAN DIEGUITO PUBLISHER'S INC	Reproduction/Printing Expenses			8/6/2014
15-P0032829	500.00	SMART & FINAL	Food and Food Service Supplies	SP		8/6/2014
15-P0032830	241.38	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000			8/6/2014
15-P0032831	1,500.00	CCLC COMMUNITY COLLEGE LEAGUE	Inst Dues & Memberships			8/6/2014
15-P0032832	32,361.00	CCLC COMMUNITY COLLEGE LEAGUE	Inst Dues & Memberships			8/6/2014
15-P0032833	700.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		8/6/2014
15-P0032834	535.15	UNITED AUTOMOTIVE SVC INC	Non-Instructional Supplies			8/6/2014
15-P0032835	173.90	BUTTERICK CO	Instructional Supplies	SP		8/6/2014
15-P0032836	555.79	HOME DEPOT	Instructional Supplies	SP		8/6/2014
15-P0032837	7,554.32	DELL COMPUTER	Equipment - All Other > \$1,000			8/6/2014
15-P0032838	4,418.82	SCHOOL SAVERS	Instructional Supplies	SP		8/6/2014
15-P0032839	641.08	GRAINGER	Instructional Supplies	SP		8/6/2014
15-P0032840	51.80	RUTH J. COSSIO-MUNIZ	Non-Instructional Supplies	SP		8/6/2014
15-P0032841	1,000.00	FRY'S ELECTRONICS	Non-Instructional Supplies	SP		8/6/2014
15-P0032842	150.00	HSACCC HEALTH SVCS ASSOC-	Inst Dues & Memberships	SP		8/6/2014
15-P0032843	25,515.00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			8/6/2014
15-P0032844	4,102.36	UNISOURCE PAPER CO	Non-Instructional Supplies			8/6/2014
15-P0032845	102.00	SCANTRON CORP.	Software License and Fees	SP		8/6/2014
* 15-P0032846	36,925.00	ACCJC ACCREDITING COMMISSION	Other Licenses & Fees	SP		8/6/2014
15-P0032847	512.46	AMAZON COM	Books, Mags & Ref Mat, Non-Lib	SP		8/6/2014
15-P0032848	1,040.00	FIREMASTER	Contracted Services			8/7/2014
15-P0032849	851.46	WEATHERITE CORP	Contracted Repair Services			8/7/2014
15-P0032850	72.00	WESTERN POWER SYSTEMS	Contracted Repair Services			8/7/2014
15-P0032851	142.50	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		8/7/2014
15-P0032852	2,000.00	SANTIAGO HILLS AUTO SPA INC	Food and Food Service Supplies	SP		8/7/2014
15-P0032853	740.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/7/2014
15-P0032854	500.00	PRAXAIR DIST INC	Instructional Supplies	SP		8/7/2014
15-P0032855	3,000.00	SMART & FINAL	Food and Food Service Supplies	SP		8/7/2014
15-P0032856	3,000.00	DON BOOKSTORE	Instructional Supplies	SP		8/7/2014
15-P0032857	2,000.00	DON BOOKSTORE	Supplies Paid for Students	SP		8/7/2014
15-P0032858	13,975.00	DON BOOKSTORE	Books Paid for Students	SP		8/7/2014
15-P0032859	1,500.00	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		8/7/2014
15-P0032860	2,000.00	FISHER SCIENTIFIC	Instructional Supplies	SP		8/7/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032861	400.00	NEW WAVE	Instructional Supplies	SP		8/7/2014
15-P0032862	250.00	CONNECTICUT VALLEY BIOLOGICAL	Instructional Supplies	SP		8/7/2014
15-P0032863	1,700.00	SIGMA ALDRICH INC	Instructional Supplies	SP		8/7/2014
15-P0032864	2,000.00	FISHER SCIENTIFIC	Instructional Supplies	SP		8/7/2014
15-P0032865	1,000.00	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		8/7/2014
15-P0032866	300.00	PRAXAIR DIST INC	Instructional Supplies	SP		8/7/2014
15-P0032867	1,500.00	HOME DEPOT	Instructional Supplies	SP		8/7/2014
15-P0032868	231.50	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/7/2014
15-P0032869	333.20	AMERICAN EXPRESS	Conference Expenses			8/7/2014
15-P0032870	303.00	AMERICAN EXPRESS	Conference Expenses			8/7/2014
15-P0032871	18,375.00	RSCCD	Fees Paid for Students	SP		8/7/2014
15-P0032872	1,400.00	GALLUP ORGANIZATION	Online Training Courses	SP		8/7/2014
15-P0032873	7,800.00	BOARD OF GOVERNORS	Inst Dues & Memberships			8/7/2014
15-P0032874	255.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			8/7/2014
15-P0032875	7,417.44	XPEDX PAPER CO	Non-Instructional Supplies			8/11/2014
15-P0032876	520.13	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		8/11/2014
15-P0032877	960.98	MICROTECH SCIENTIFIC	Instructional Supplies	SP		8/11/2014
15-P0032878	194.40	WE DO GRAPHICS INC	Reproduction/Printing Expenses			8/11/2014
15-P0032879	1,026.00	WE DO GRAPHICS INC	Reproduction/Printing Expenses			8/11/2014
15-P0032880	494.20	MICHAEL T. COLLINS	Conference Expenses			8/11/2014
15-P0032881	412.02	CIMJ STREET HOTEL SACRAMENTO INC	Conference Expenses			8/11/2014
15-P0032882	300.00	CCFC COMMUNITY COLLEGE FACILITY COALITION	Conference Expenses			8/11/2014
15-P0032883	1,008.00	WESTERN POWER SYSTEMS	Contracted Repair Services			8/11/2014
15-P0032884	260.00	ACTION DOOR CONTROLS INC	Contracted Repair Services			8/11/2014
15-P0032885	5,000.00	TENNANT SALES & SVC CO	Contracted Repair Services			8/11/2014
15-P0032886	5,000.00	MATERIAL HANDLING SUPPLY INC	Contracted Repair Services			8/11/2014
15-P0032887	3,639.00	WESTED	Conference Expenses	SP		8/11/2014
15-P0032888	461.50	WATERBOY SPORTS INC	Equipment - All Other > \$1,000			8/11/2014
15-P0032889	37.80	SCHICK RECORDS MGMT	Non-Instructional Supplies			8/11/2014
15-P0032890	646.34	WESTMONT HOSPITALITY GROUP	Conference Expenses	SP		8/12/2014
15-P0032891	185.00	CEPA	Other Licenses & Fees			8/12/2014
15-P0032892	750.00	CCCEOPSA CALIF COM COLL	Conference Expenses	SP		8/12/2014
15-P0032893	335.00	ACBO ASSOC OF CHIEF	Conference Expenses			8/12/2014
15-P0032894	350.00	CHERYLEE S. KUSHIDA	Online Training Courses	SP		8/12/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032895	385.33	AMAZON COM	Instructional Supplies	SP		8/12/2014
15-P0032896	511.06	JONES NANCY S	Conference Expenses	SP		8/12/2014
15-P0032897	6,279.60	HANNEMAN TIM	Buildings - Contracted Svcs	SP	BOND	8/12/2014
15-P0032898	3,141.81	DENNIS JAMES CLEEK	Instructional Supplies	SP		8/12/2014
15-P0032899	125.00	OCBC ORANGE CTY BUS COUNCIL	Conference Expenses	SP		8/13/2014
15-P0032900	589.00	DARLENE O. DIAZ	Conference Expenses			8/13/2014
* 15-P0032901	1,780.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		8/13/2014
15-P0032902	5,638.68	RELIABLE ICE EQUIPMENT INC	Equipment - All Other > \$1,000			8/13/2014
15-P0032903	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/13/2014
15-P0032904	800.00	UCSD	Software License and Fees	SP		8/13/2014
15-P0032905	1,800.00	CAPP ASSOCIATES INC	Software License and Fees	SP		8/13/2014
15-P0032906	2,160.00	TENNAN GAIL	Software License and Fees	SP		8/13/2014
15-P0032907	800.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/13/2014
15-P0032908	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/13/2014
15-P0032909	424.36	4 IMPRINT	Non-Instructional Supplies	SP		8/13/2014
15-P0032910	5,815.54	VWR FUNDING INC	Instructional Supplies	SP		8/13/2014
15-P0032911	856.94	ESAFETY SUPPLIES INC	Instructional Supplies	SP		8/13/2014
15-P0032912	1,049.71	MODERN BIOLOGY INC	Instructional Supplies	SP		8/13/2014
15-P0032913	295.18	FISHER SCIENTIFIC	Instructional Supplies	SP		8/13/2014
15-P0032914	2,012.04	UNISOURCE PAPER CO	Equip/Software - >\$200 <\$1,000	SP	BOND	8/13/2014
15-P0032915	740.00	AMPLEX GROUP SERVICES INC	Buildings - Contracted Svcs	SP	BOND	8/13/2014
15-P0032917	355.00	DYNATRONICS CORP	Instructional Supplies	SP		8/13/2014
15-P0032918	335.00	ACBO ASSOC OF CHIEF	Conference Expenses			8/13/2014
15-P0032919	175.00	CCPRO	Inst Dues & Memberships			8/13/2014
15-P0032920	2,797.00	VOCUS INC	Internet Services			8/13/2014
15-P0032921	144.00	ALBERTSON'S	Food and Food Service Supplies	SP		8/13/2014
15-P0032922	1,375.00	POMBO JAIME A	Contracted Services	SP		8/13/2014
15-P0032923	1,107.00	COUNTY OF ORANGE	Other Licenses & Fees			8/13/2014
15-P0032924	14,500.00	WALSVICK JENNIFER EILEEN	Contracted Services	SP		8/13/2014
15-P0032925	2,109.52	DLT SOLUTIONS	Software Support Service-Fixed			8/13/2014
15-P0032926	549.67	SCAQMD	Other Licenses & Fees			8/13/2014
15-P0032927	5,200.00	LISTENTOSEE INC	Contracted Services	SP		8/13/2014
15-P0032928	250.00	STATE OF CALIF	Other Licenses & Fees			8/13/2014
15-P0032929	5,500.00	TIME STRUCTURES INC	Contracted Services	SP		8/13/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032930	786.24	WEST COAST SAND & GRAVEL	Non-Instructional Supplies			8/13/2014
15-P0032931	12,000.00	GROTEGUT RICHARD	Contracted Services	SP		8/13/2014
15-P0032932	5,400.00	GENUINE GENIUS TECH LLC	Contracted Services	SP		8/13/2014
15-P0032933	14,500.00	SHERMAN NICOLE	Contracted Services	SP		8/13/2014
15-P0032934	836.16	CDW GOVERNMENT INC.	Equip/Software - >\$200 <\$1,000	SP	BOND	8/14/2014
15-P0032935	860.00	FRITH RICHARD A	Contracted Repair Services			8/14/2014
15-P0032936	174.00	ACADEMY ELECTRIC INC	Contracted Repair Services			8/14/2014
15-P0032937	866.80	RELIABLE ICE EQUIPMENT INC	Contracted Repair Services			8/14/2014
15-P0032938	3,660.00	MCBAIN INSTRUMENTS	Contracted Repair Services			8/14/2014
15-P0032939	1,400.00	HEC SOFTWARE INC	Contracted Services	SP		8/14/2014
15-P0032940	11,517.00	CYNOSURE NEW MEDIA INC	Contracted Services	SP		8/14/2014
15-P0032941	5,000.00	LISTENTOSEE INC	Contracted Services	SP		8/13/2014
15-P0032942	590.00	TOM BLACK SVC CTR	Contracted Repair Services			8/14/2014
15-P0032943	610.20	JAY'S CATERING	Food and Food Service Supplies	SP		8/14/2014
15-P0032944	3,477.00	NASFAA NAT'L ASSOC OF STUDENT	Inst Dues & Memberships	SP		8/14/2014
15-P0032945	4,852.00	JOHN MINNOCK JR	Contracted Repair Services			8/14/2014
15-P0032946	700.00	DON BOOKSTORE	Non-Instructional Supplies	SP		8/14/2014
15-P0032947	2,183,148.00	ASCIP	Workers Compensation Insurance			8/14/2014
15-P0032948	1,186.49	SOUTH COAST WATER CO	Contracted Repair Services			8/14/2014
15-P0032949	104.00	KNORR SYSTEMS INC	Contracted Repair Services			8/14/2014
15-P0032950	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	8/14/2014
15-P0032951	1,470.00	D4 SOLUTIONS INC.	Contracted Services			8/14/2014
15-P0032952	1,500.00	OOTEN CHERYL C	Contracted Services	SP		8/14/2014
15-P0032953	250.00	MICRO CENTER	Non-Instructional Supplies	SP		8/14/2014
15-P0032954	400.00	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		8/14/2014
15-P0032955	311.57	AMAZON COM	Non-Instructional Supplies	SP		8/14/2014
15-P0032956	1,832.00	UNITED PARCEL SVC	Postage			8/14/2014
15-P0032957	959.66	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		8/14/2014
15-P0032958	407.58	ACCO BRANDS USA LLC	Maint Contract - Office Equip	SP		8/15/2014
15-P0032959	1,600.00	DE LA TORRE LILIAN	Contracted Services			8/15/2014
15-P0032960	1,600.00	TAM GLOBAL LLC	Contracted Services			8/15/2014
15-P0032961	3,950.00	EMPIRE PARKING LOT SERVICES	Contracted Services	SP		8/15/2014
15-P0032962	2,100.00	PROFESSIONAL PLUMBING &	Contracted Services			8/18/2014
15-P0032963	12,096.00	KING OFFICE SERVICES	Buildings - Relocation/Moving	SP	BOND	8/18/2014

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032964	193.88	Q PRESS	Advertising	SP		8/18/2014
15-P0032965	37.79	HOME DEPOT	Non-Instructional Supplies	SP		8/18/2014
15-P0032966	345.45	CN SCHOOL AND OFFICE SOLUTIONS INC	Equipment - Federal Progs >200	SP		8/18/2014
15-P0032967	9,500.00	OPEN TEXT	Contracted Services			8/18/2014
15-P0032968	12,000.00	TEAM ONE MANAGEMENT	Contracted Custodial Services	SP		8/19/2014
15-P0032969	7,500.00	ASSA ABLOY ENTRANCE SYSTEMS	Contracted Repair Services			8/19/2014
15-P0032970	1,680.62	CASE SYSTEMS INC	Site Improv - Contracted Svcs	SP	BOND	8/19/2014
15-P0032971	554.62	STAY SAFE SUPPLY INC	Non-Instructional Supplies			8/19/2014
15-P0032972	227.86	FEDEX	Courier/Delivery Services			8/19/2014
15-P0032974	350.00	COMPUTER SPORTS MEDICINE, INC.	Software License and Fees			8/19/2014
15-P0032975	935.00	KAISER ROBERT	Contracted Repair Services			8/19/2014
15-P0032976	1,043.00	WESTERN POWER SYSTEMS	Contracted Repair Services			8/19/2014
15-P0032977	1,500.00	PAUL E CROST	Legal Expenses			8/19/2014
15-P0032978	6,930.12	ORANGE COUNTY PUMP CORP	Maint/Oper Service Agreements			8/19/2014
15-P0032979	1,800.00	LCS CONSTRUCTORS INC	Maint/Oper Service Agreements			8/19/2014
15-P0032980	315.00	VOCATIONAL BIOGRAPHIES INC	Software License and Fees	SP		8/19/2014
15-P0032981	1,028.92	APPLE COMPUTER INC	Equipment - All Other > \$1,000	SP		8/19/2014
15-P0032982	5,000.00	CLARK SECURITY PRODUCTS INC	Non-Instructional Supplies			8/19/2014
15-P0032983	1,176.66	UNISOURCE PAPER CO	Non-Instructional Supplies			8/19/2014
15-P0032984	2,000.00	GRAINGER	Non-Instructional Supplies			8/19/2014
15-P0032985	360.00	PAPER DEPOT DOCUMENT	Contracted Services			8/19/2014
15-P0032986	2,000.00	TOMARK SPORTS INC	Contracted Repair Services			8/19/2014
15-P0032987	3,000.00	CONTROL MAINTENANCE & REPAIR INC	Contracted Repair Services			8/19/2014
15-P0032989	3,700.00	ORANGE COUNTY DEPT OF ED	Courier/Delivery Services			8/20/2014
15-P0032991	2,682.69	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			8/20/2014
15-P0032992	1,071.79	BUSINESS MACHINES SECURITY	Non-Instructional Supplies	SP		8/20/2014
15-P0032993	234.20	RIDDELL ALL AMERICAN	Instructional Supplies	SP		8/20/2014
15-P0032994	1,000.00	PHILLIP E. YARBROUGH	Conference Expenses			8/20/2014
15-P0032995	1,245.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			8/20/2014
15-P0032996	116.06	ENTENMANN ROVIN CO	Non-Instructional Supplies	SP		8/20/2014
15-P0032997	963.26	WELLS FARGO BANK	Conference Expenses			8/20/2014
15-P0032998	29.11	BARNES & NOBLE INC	Non-Instructional Supplies	SP		8/20/2014
15-P0032999	1,807.83	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		8/20/2014
15-P0033000	126.50	ACT	Non-Instructional Supplies	SP		8/20/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0033001	62.10	SOCCER CENTRAL	Instructional Supplies	SP		8/20/2014
15-P0033002	707.84	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		8/20/2014
15-P0033003	103.52	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		8/20/2014
15-P0033004	189.96	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		8/20/2014
15-P0033005	273.34	HARDY DIAGNOSTICS	Instructional Supplies	SP		8/20/2014
15-P0033006	106.28	DAVID J. MCDONALD	Food and Food Service Supplies	SP		8/20/2014
15-P0033007	1,611.46	SIGMA ALDRICH INC	Instructional Supplies	SP		8/20/2014
15-P0033008	2,697.09	FISHER SCIENTIFIC	Instructional Supplies	SP		8/20/2014
* 15-P0033009	13,723.96	NTH GENERATION COMPUTING INC	Non-Instructional Supplies			8/20/2014
15-P0033010	675.08	SOUTH COAST WATER CO	Contracted Repair Services			8/21/2014
15-P0033011	2,028.00	TOTAL CORPORATE SOLUTIONS	Security Systems & Services			8/21/2014
15-P0033012	402.60	STITCH ABOVE	Non-Instructional Supplies	SP		8/21/2014
15-P0033013	75.60	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		8/21/2014
15-P0033014	2,701.64	VIRCO MFG CORP	Equip/Software - >\$200 <\$1,000	SP		8/21/2014
15-P0033015	133.81	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/21/2014
15-P0033016	1,000.00	DON BOOKSTORE	Books Paid for Students	SP		8/21/2014
15-P0033017	9,000.00	DON BOOKSTORE	Books Paid for Students	SP		8/21/2014
15-P0033018	631.67	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/21/2014
15-P0033019	9,995.00	TECH SMITH CORP	Software License and Fees	SP		8/21/2014
15-P0033020	1,085.91	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/21/2014
15-P0033021	194.18	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		8/21/2014
15-P0033022	203.68	CINTAS CORP	Laundry & Dry Cleaning Service			8/21/2014
15-P0033023	415.00	COUNTY OF ORANGE	Public Agencies' Assess & Fees			8/21/2014
15-P0033024	39,900.00	LISTENTOSEE INC	Contracted Services	SP		8/21/2014
15-P0033025	177.00	PHOENIX GROUP INFORMATION SYSTEMS	Non-Instructional Supplies	SP		8/21/2014
15-P0033026	1,994.00	PUMPMAN INC	Contracted Repair Services			8/21/2014
15-P0033027	65,000.00	CAPITAL PROGRAM MANAGEMENT INC	Contracted Services	SP		8/21/2014
15-P0033028	450.00	STATE OF CALIF	Contracted Services			8/21/2014
15-P0033029	885.00	CORNEJO ROLANDO GARCIA	Contracted Services	SP		8/21/2014
15-P0033030	51,866.94	THE GARLAND CO INC	Bldg Impr - Contracted Svcs	SP		8/21/2014
15-P0033031	1,682.90	SHI INTERNATIONAL CORP	Software License and Fees			8/21/2014
15-P0033032	13,803.61	THE AMERGROUP INC	Software License and Fees			8/21/2014
15-P0033033	3,000.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		8/21/2014
15-P0033034	429.34	GARCIA ELVIA	Food and Food Service Supplies			8/22/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0033035	47,005.34	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP	BOND	8/25/2014
15-P0033036	790.00	STEVEN MARSHALL	Conference Expenses			8/25/2014
15-P0033037	790.00	DARRYL S. TAYLOR	Conference Expenses			8/25/2014
15-P0033038	790.00	CARRI M. MATSUMOTO	Conference Expenses			8/25/2014
15-P0033039	794.00	ASMA W. SAID	Conference Expenses			8/25/2014
15-P0033040	629.80	VILLA PARK CATERING	Food and Food Service Supplies	SP		8/25/2014
15-P0033041	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Inst Dues & Memberships			8/25/2014
15-P0033042	1,569.78	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		8/25/2014
15-P0033043	508.82	KARI M. IRWIN	Food and Food Service Supplies	SP		8/25/2014
15-P0033044	58.00	ORANGE COUNTY BUSINESS JOURNAL	Books, Mags & Ref Mat, Non-Lib	SP		8/25/2014
15-P0033045	1,470.30	SAGE RESTAURANT GROUP INC	Food and Food Service Supplies	SP		8/25/2014
15-P0033046	525.00	NBIA NAT'L BUSINESS INCUBATION	Inst Dues & Memberships			8/25/2014
15-P0033047	620.35	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/25/2014
15-P0033048	256.50	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/25/2014
15-P0033049	462.24	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		8/25/2014
15-P0033050	11,000.00	KUALI FOUNDATION	Inst Dues & Memberships			8/25/2014
15-P0033051	383.82	HAVE KITCHEN WILL TRAVEL, INC.	Conference Expenses	SP		8/25/2014
15-P0159151	29,712.00	MCGRATH RENT CORP	Lease Agreement - Facility			7/29/2014
15-P0159152	81,000.00	ADLERHORST INT'L INC	Instructional Agrmt - Salary			7/30/2014
15-P0159153	27,000.00	CITY OF COSTA MESA	Instructional Agrmt - Salary	SP		7/30/2014
15-P0159154	54,000.00	CITY OF SANTA ANA	Instructional Agrmt - Salary	SP		7/30/2014
15-P0159155	25,000.00	COUNTY OF ORANGE	Instructional Agrmt - Salary	SP		7/30/2014
15-P0159156	157,410.00	CITY OF LONG BEACH	Instructional Agrmt - Salary			7/30/2014
15-P0159157	270,000.00	CALIF NARCOTIC OFFICERS ASSOC	Instructional Agrmt - Salary			7/30/2014
15-P0159158	20,000.00	CITY OF TUSTIN	Instructional Agrmt - Salary	SP		7/30/2014
15-P0159159	5,722.00	CONTROL MAINTENANCE & REPAIR INC	Maint/Oper Service Agreements			7/30/2014
15-P0159160	1,640.00	GARCIA ALBERTO	Maint/Oper Service Agreements			7/30/2014
15-P0159161	3,271.00	CARRIER CORP	Maint/Oper Service Agreements			7/30/2014
* 15-P0159162	966.44	XEROX CORP	Excess/Copies Usage			7/30/2014
* 15-P0159163	1,705.44	XEROX CORP	Excess/Copies Usage			7/30/2014
* 15-P0159164	529.04	XEROX CORP	Excess/Copies Usage			7/30/2014
* 15-P0159165	46,199.03	XEROX CORP	Excess/Copies Usage	SP		8/4/2014
* 15-P0159166	4,117.35	XEROX CORP	Excess/Copies Usage			7/31/2014
* 15-P0159167	4,206.71	XEROX CORP	Excess/Copies Usage			7/31/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 15-P0159168	3,275.47	XEROX CORP	Excess/Copies Usage			7/31/2014
* 15-P0159169	25,981.95	XEROX CORP	Excess/Copies Usage			7/31/2014
* 15-P0159170	4,193.16	XEROX CORP	Excess/Copies Usage			8/4/2014
15-P0159171	1,404.00	XEROX CORP	Excess/Copies Usage			8/4/2014
15-P0159172	3,720.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			8/4/2014
15-P0159173	21,737.40	GMS ELEVATOR	Maint/Oper Service Agreements			8/5/2014
15-P0159174	1,416.00	ORKIN PEST CONTROL	Contracted Services	SP		8/4/2014
15-P0159175	6,750.00	JOHNSON CONTROLS	Maint/Oper Service Agreements			8/5/2014
15-P0159176	12,648.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			8/4/2014
15-P0159177	360.00	BOYD & ASSOCIATES	Security Systems & Services	SP		8/5/2014
* 15-P0159178	1,572.83	XEROX CORP	Excess/Copies Usage	SP		8/12/2014
* 15-P0159179	3,032.38	XEROX CORP	Excess/Copies Usage			8/5/2014
15-P0159180	32,808.99	CR & R INC	Trash Disposal			8/5/2014
15-P0159181	2,381.88	EVOQUA WATER TECH LLC	Rental-Equipment (Short-term)			8/5/2014
15-P0159182	6,550.00	ASH ENTERPRISES INT'L INC	Maint Contract - Other Equip			8/5/2014
15-P0159183	3,640.00	BOWEN TECHNOVATION	Maint Contract - Other Equip			8/5/2014
15-P0159184	408.24	RAYNE DEALERSHIP CORP	Maint Contract - Other Equip			8/5/2014
15-P0159185	1,186.62	ELESCO	Contracted Services			8/7/2014
* 15-P0159186	1,252.84	XEROX CORP	Excess/Copies Usage			8/7/2014
15-P0159187	1,400.00	DONALD W BERNAL	Maint Contract - Other Equip			8/7/2014
15-P0159188	7,650.00	LAWNSCAPE SYSTEMS	Maint/Oper Service Agreements			8/11/2014
* 15-P0159189	7,049.70	EVOQUA WATER TECH LLC	Maint/Oper Service Agreements			8/11/2014
* 15-P0159190	3,350.94	XEROX CORP	Excess/Copies Usage			8/11/2014
* 15-P0159191	3,041.15	XEROX CORP	Excess/Copies Usage			8/12/2014
15-P0159192	11,759.04	STATE CHEMICAL MFG CO	Maint/Oper Service Agreements			8/14/2014
15-P0159193	5,301.39	PERKIN ELMER	Maint Contract - Other Equip			8/18/2014
15-P0159194	23,630.00	SO CALIF SURVEYORS	Instructional Agrmt - Salary	SP		8/19/2014
15-P0159195	20,850.00	METROPOLITAN WATER DISTRICT	Instructional Agrmt - Salary	SP		8/19/2014
15-P0159196	141,778.00	ORANGE COUNTY ELECTRICAL JOINT	Instructional Agrmt - Salary	SP		8/19/2014
15-P0159197	15,638.00	JTS SERVICES	Instructional Agrmt - Salary	SP		8/19/2014
15-P0159198	141,778.00	OPERATING ENGINEERS TRAINING	Instructional Agrmt - Salary	SP		8/19/2014
15-P0159199	124,056.00	CALIF NEVADA TRAINING TRUST	Instructional Agrmt - Salary	SP		8/19/2014
* 15-P0159200	763.70	XEROX CORP	Excess/Copies Usage	SP		8/19/2014
* 15-P0159201	546.84	XEROX CORP	Excess/Copies Usage	SP		8/19/2014

4.19 (14)

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 15-P0159202	327.36	XEROX CORP	Excess/Copies Useage	SP		8/19/2014
15-P0159203	984.50	XEROX CORP	Excess/Copies Useage	SP		8/19/2014
* 15-P0159204	1,325.72	XEROX CORP	Excess/Copies Useage	SP		8/19/2014
* 15-P0159205	1,121.28	XEROX CORP	Excess/Copies Useage			8/19/2014
* 15-P0159206	3,237.28	XEROX CORP	Excess/Copies Useage			8/19/2014
15-P0159207	960.00	SCANTRON CORP	Maint Contract - Office Equip	SP		8/19/2014
* 15-P0159209	26,643.30	XEROX CORP	Excess/Copies Useage			8/19/2014
* 15-P0159210	11,502.91	XEROX CORP	Excess/Copies Useage			8/19/2014
* 15-P0159211	1,336.87	XEROX CORP	Excess/Copies Useage			8/19/2014
15-P0159212	15,300.00	CASE SYSTEMS INC	Communications Maintenance			8/21/2014
<b>Grand Total:</b>		<b>\$5,790,778.61</b>				

4.19 (15)

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**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 27, 2014 THROUGH AUGUST 25, 2014  
BOARD MEETING OF SEPTEMBER 22, 2014**

P.O. #	Amount	Description	Department	Comment
15-P0032631	\$36,100.00	Annual renewal for Blackboard Emergency Mass Communication software and services	DO-Safety & Security	Board approved: April 28, 2014
15-P0032633	\$16,489.20	Printing of 2014 Continuing Education Class Schedule for Orange Education Center	OEC	Received Quotations: 1) * Advanced Web Offset, Inc. 2) Trend Offset Printing 3) Q Press * Successful Bidder
15-P0032634	\$77,000.00	Consultant services to assist the District in the areas of government and community relations and various projects for 2014-2015	DO-Chancellor's Office	Board approved: July 21, 2014
15-P0032638	\$48,350.00	Legal services and staff training	DO-Human Resources	Board approved: July 21, 2014
15-P0032717	\$50,000.00	Professional services to conduct background checks, surveillance and security consulting	DO-Risk Management	Board approved: April 14, 2014
15-P0032778	\$684,471.00	ASCIP & Reinsurance premiums for 2013-2014	DO-Risk Management	Board approved: September 11, 2006
15-P0032782	\$19,800.00	Consulting services to provide survey, map and plan development related to the design of District Office Parking Lot Resurfacing Plan project	DO-Facility Planning	RFP #1314-56 Board approved: July 21, 2014
15-P0032808	\$60,000.00	Fall 2014 book vouchers for Santiago Canyon College EOPS students	SCC-EOPS	

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 27, 2014 THROUGH AUGUST 25, 2014  
BOARD MEETING OF SEPTEMBER 22, 2014**

P.O. #	Amount	Description	Department	Comment
15-P0032832	\$32,361.00	Annual membership fee to Community College League of California for 2014-2015	DO-Chancellor's Office	
15-P0032843	\$25,515.00	Custodial supplies for Santa Ana College	SAC- Custodial	Received Quotations: 1) * Glasby Maintenance Supply 2) Xpedx 3) Waxie Sanitary Supply * Successful Bidder
15-P0032846	\$36,925.00	Annual membership and special assessment fee to ACCJC (Accrediting Commission Community and Junior Colleges) for 2014-2015 fiscal year	SAC-Administrative Services	
15-P0032871	\$18,375.00	Student fees paid for various activities during the 2014 Upward Bound Summer Residential Program at Chapman University	SAC-Upward Bound	
15-P0032947	\$2,183,148.00	Workers' Compensation insurance premium for 2014-2015	DO-Risk Management	Board approved: September 11, 2006
15-P0033024	\$39,900.00	Contract services to provide website design, programming, video production, editing and other technical support services in relation to the ICT-DM Sector Navigator Initiatives grant	DO-Educational Services	Board approved: August 18, 2014
15-P0033027	\$65,000.00	Consulting services to provide facility design standard throughout the district	DO-Facility Planning	RFP #1314-65 Board approved: August 18, 2014

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 27, 2014 THROUGH AUGUST 25, 2014  
BOARD MEETING OF SEPTEMBER 22, 2014**

P.O. #	Amount	Description	Department	Comment
15-P0033030	\$51,866.94	Roofing materials for Building L - Neally Library at Santa Ana College	DO-Facility Planning	Purchased from the California Multiple Award Schedule (CMAS) Contract #4-01-56-0006A Board approved: June 17, 2013
15-P0033035	\$47,005.34	Classroom chairs and conference chairs for the Santiago Canyon College - Humanities Building	SCC-Administrative Services	Purchased from the Hawthorne Bid #13-14-1, Board approved: March 24, 2014
15-P0159151	\$29,712.00	Year-to-year lease of portable classrooms located at Santiago Canyon College	DO-Facility Planning	Board approved: June 9, 2014
15-P0159152	\$81,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: July 23, 2012
15-P0159153	\$27,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: May 20, 2013
15-P0159154	\$54,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: June 18, 2012
15-P0159155	\$25,000.00	Instructional agreement for coroner death investigation training	CJTC	Board approved: June 18, 2012
15-P0159156	\$157,410.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: May 6, 2013
15-P0159157	\$270,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: July 25, 2011

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 27, 2014 THROUGH AUGUST 25, 2014  
BOARD MEETING OF SEPTEMBER 22, 2014**

P.O. #	Amount	Description	Department	Comment
15-P0159158	\$20,000.00	Instructional agreement for advanced peace officer training	CJTC	Board approved: May 20, 2013
15-P0159165	\$43,096.19	Second year of a 5-year lease of Xerox printer model 700I	OEC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006
15-P0159169	\$25,981.95	Third year of a 5-year lease of Xerox copier model 4112CP	CEC-Duplication	Leased from Western States Contracting Alliance (WSCA) MPA #1715, Contract #7-09-36-06 Board approved: June 21, 2010
15-P0159173	\$21,737.40	Final year of a 5-year elevator maintenance services for various elevators at Santa Ana College	SAC-Maintenance & Operations	Bid #1162 Board approved: September 27, 2010
15-P0159180	\$32,808.99	Fourth year of a 5-year contract for 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
15-P0159194	\$23,630.00	Supplemental instruction for survey apprentices	SCC-Career Technology Education	Board approved: September 9, 2013
15-P0159195	\$20,850.00	Supplemental instruction for Metropolitan Water District apprentices	SCC-Career Technology Education	Board approved: July 21, 2014
15-P0159196	\$141,778.00	Supplemental instruction for electrician apprentices	SCC-Career Technology Education	Board approved: June 9, 2014

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 27, 2014 THROUGH AUGUST 25, 2014  
BOARD MEETING OF SEPTEMBER 22, 2014**

P.O. #	Amount	Description	Department	Comment
15-P0159197	\$15,638.00	Supplemental instruction for cosmetology apprentices	SCC-Career Technology Education	Board approved: June 9, 2014
15-P0159198	\$141,778.00	Supplemental instruction for operating engineer apprentices	SCC-Career Technology Education	Board approved: June 9, 2014
15-P0159199	\$124,056.00	Supplemental instruction for power lineman apprentices	SCC-Career Technology Education	Board approved: June 9, 2014
15-P0159209	\$26,643.30	Third year of a 5-year lease of Xerox copier model 4112CP	SAC-Quick Copy	Leased from Western States Contracting Alliance (WSCA) MPA #1715, Contract #7-09-36-06 Board approved: June 21, 2010
15-P0159212	\$15,300.00	Annual maintenance plan for thirty-four (34) emergency call boxes district-wide	DO-Safety & Security	Board approved: June 9, 2014

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-B0000664	214.92	U INC	Diversified Agency Fund Expens			8/6/2014
15-B0000665	987.24	WESTSIDE TEAM SPORTS LLC	Diversified Agency Fund Expens			8/6/2014
15-B0000666	6,800.00	THE HACIENDA	Diversified Agency Fund Expens			8/6/2014
15-B0000667	822.48	MEDCO/PATTERSON MEDICAL	Diversified Agency Fund Expens			8/13/2014
15-B0000668	241.38	BUSINESS MACHINES SECURITY	Diversified Agency Fund Expens			8/13/2014
15-B0000669	339.04	DON BOOKSTORE	Student Records/Transcripts			8/20/2014
15-B0000670	1,500.00	EVERBANK COMMERCIAL FINANCE, INC.	Diversified Agency Fund Expens			8/20/2014
15-B0000671	3,500.00	MINI U STORAGE	Diversified Agency Fund Expens			8/20/2014
15-B0000672	846.00	GOOD TIMES TRAVEL, INC.	Contracted Services			8/20/2014
15-B0000673	1,086.92	BSN SPORTS	Other Operating Exp & Services			8/20/2014
15-B0000674	8,104.84	MCKESSON GENERAL MEDICAL CORP	Diversified Agency Fund Expens			9/2/2014
15-B0000675	2,133.00	FORGE FITNESS LLC	Diversified Agency Fund Expens			9/2/2014
15-B0000676	102.68	LIFE-ASSIST, INC.	Diversified Agency Fund Expens			9/2/2014
15-B0000677	384.04	CAMPUZANO ERIC	Diversified Agency Fund Expens			9/2/2014
15-B0000678	4,138.56	DELL COMPUTER	Equipment - All Other > \$1,000			9/2/2014
		<b>Grand Total:</b>	<b>\$31,201.10</b>			

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

P.O. #	Amount	Vendor Name	Classification	Date
GM-CAF000004	\$598.98	BARRY'S DISTRIBUTING	General Merchandise	8/5/2014
GM-CAF000006	\$151.06	BROWN BAG SANDWICH CO	General Merchandise	8/11/2014
GM-CAF000007	\$419.42	PEPSI COLA CO	General Merchandise	8/18/2014
GM-CAF000008	\$264.96	PEPSI COLA CO	General Merchandise	8/19/2014
GM-CAF000009	\$112.60	BROWN BAG SANDWICH CO	General Merchandise	8/20/2014
GM-CAF000010	\$39.40	BROWN BAG SANDWICH CO	General Merchandise	8/13/2014
GM-CAF000011	\$130.46	BROWN BAG SANDWICH CO	General Merchandise	8/18/2014
GM-CAF000012	\$1,460.84	BROWN BAG SANDWICH CO	General Merchandise	8/4/2014
GM-DON001845	\$4,122.23	D&H DISTRIBUTING	General Merchandise	8/11/2014
GM-DON001846	\$1,746.51	EL DORADO TRADING GROUP	General Merchandise	8/11/2014
GM-DON001847	\$70.40	BROWN BAG SANDWICH CO	General Merchandise	8/11/2014
GM-DON001848	\$661.92	PEPSI COLA CO	General Merchandise	8/5/2014
GM-DON001850	\$411.34	BROWN BAG SANDWICH CO	General Merchandise	8/4/2014
GM-DON001851	\$1,329.44	KENNEDY WHOLESALE	General Merchandise	8/7/2014
GM-DON001854	\$1,263.48	PEPSI COLA CO	General Merchandise	8/19/2014
GM-DON001855	\$103.16	BROWN BAG SANDWICH CO	General Merchandise	8/20/2014
GM-DON001856	\$37.20	BROWN BAG SANDWICH CO	General Merchandise	8/13/2014
GM-DON001858	\$314.17	BROWN BAG SANDWICH CO	General Merchandise	8/18/2014
GM-EXPR000931	\$3,179.76	PEPSI COLA CO	General Merchandise	8/19/2014
GM-HAWK001485	\$494.64	PEPSI COLA CO	General Merchandise	7/31/2014
GM-HAWK001487	\$445.25	BROWN BAG SANDWICH CO	General Merchandise	8/4/2014
GM-HAWK001489	\$156.84	PENS ETC.	General Merchandise	8/12/2014
GM-HAWK001490	\$85.31	C2F	General Merchandise	8/13/2014
GM-HAWK001491	\$33.50	JANSPORT CO	General Merchandise	8/14/2014
GM-HAWK001492	\$77.24	EL DORADO TRADING GROUP	General Merchandise	8/19/2014
GM-HAWK001493	\$201.30	BARRY'S DISTRIBUTING	General Merchandise	8/20/2014
GM-HAWK001494	\$124.08	WAI LANA	General Merchandise	8/20/2014
GM-HAWK001495	\$1,350.00	PEPSI COLA CO	General Merchandise	8/20/2014
GM-HAWK001496	\$990.51	KENNEDY WHOLESALE	General Merchandise	8/22/2014
GM-HAWK001497	\$749.74	BROWN BAG SANDWICH CO	General Merchandise	8/25/2014
GM-HAWK001498	\$153.84	SAMS DAIRY DIST	General Merchandise	8/27/2014
GM-HAWK001499	\$177.12	HANNAHMAX BAKING	General Merchandise	8/28/2014
GM-HAWK001501	\$31.80	A&A JEWELRY & SUPPLIES	General Merchandise	8/29/2014
GM-HAWK001502	\$92.88	BARRY'S DISTRIBUTING	General Merchandise	9/2/2014
GM-HAWK001503	\$996.14	PENS ETC.	General Merchandise	9/2/2014
GM-HAWK001504	\$742.84	DELL COMPUTERS	General Merchandise	9/2/2014

P.O. #	Amount	Vendor Name	Classification	Date
GM-HAWK001505	\$507.06	BROWN BAG SANDWICH CO	General Merchandise	9/2/2014
GM-HAWK001506	\$126.00	LENNY & LARRY'S,INC	General Merchandise	9/3/2014
GM-HAWK001507	\$779.99	DELL COMPUTERS	General Merchandise	9/4/2014
TR-CEC000043	\$703.25	OXFORD UNIVERSITY PRESS,	Trade Book	8/21/2014
TR-CEC000044	\$143.70	PENGUIN PUTNAM INC	Trade Book	8/21/2014
TR-DON000036	\$826.88	BAR CHARTS INC	Trade Book	8/5/2014
TX-CEC000234	\$6,325.00	CAMBRIDGE UNIVERSITY PRES	Textbook	8/11/2014
TX-CEC000235	\$7,438.00	OXFORD UNIVERSITY PRESS,	Textbook	8/11/2014
TX-CEC000236	\$8,208.75	CENGAGE LEARNING	Textbook	8/11/2014
TX-CEC000237	\$5,702.15	PEARSON EDUCATION	Textbook	8/11/2014
TX-CEC000238	\$11,032.00	PEARSON EDUCATION	Textbook	8/13/2014
TX-CEC000239	\$15,600.00	CENGAGE LEARNING	Textbook	8/19/2014
TX-CEC000240	\$10,597.70	PEARSON EDUCATION	Textbook	8/26/2014
TX-CEC000242	\$1,646.25	OXFORD UNIVERSITY PRESS,	Textbook	8/26/2014
TX-CEC000243	\$633.50	STECK VAUGHN PUBLISHING	Textbook	8/27/2014
TX-DON002640	\$1,163.75	NEBRASKA BOOK COMPANY	Textbook	7/31/2014
TX-DON002641	\$150.00	NEBRASKA BOOK COMPANY	Textbook	7/31/2014
TX-DON002642	\$260.25	MBS TEXTBOOK EXCHANGE	Textbook	7/31/2014
TX-DON002643	\$10,963.95	PEARSON EDUCATION	Textbook	7/31/2014
TX-DON002644	\$432.50	NORTON, INC.	Textbook	7/31/2014
TX-DON002645	\$363.48	ABC CIIO	Textbook	7/31/2014
TX-DON002646	\$10,291.15	MCGRAW-HILL PUBLISHING CO	Textbook	7/31/2014
TX-DON002647	\$623.25	NACSCORP	Textbook	7/31/2014
TX-DON002648	\$845.50	TOWNSEND PRESS	Textbook	7/31/2014
TX-DON002649	\$1,120.00	JOHN WILEY \$ SONS, INC	Textbook	7/31/2014
TX-DON002650	\$950.00	MPS FORMERLY VHPS	Textbook	7/31/2014
TX-DON002651	\$455.80	NEBRASKA BOOK COMPANY	Textbook	7/31/2014
TX-DON002652	\$2,851.00	CENGAGE LEARNING	Textbook	7/31/2014
TX-DON002653	\$16,840.00	AGS	Textbook	7/31/2014
TX-DON002654	\$6,055.44	MCGRAW-HILL PUBLISHING CO	Textbook	7/31/2014
TX-DON002655	\$798.72	KENDALL PUBLISHING	Textbook	8/5/2014
TX-DON002656	\$2,373.80	PARADIGM PUBLISHING CO.	Textbook	8/5/2014
TX-DON002657	\$900.00	MPS FORMERLY VHPS	Textbook	8/5/2014
TX-DON002658	\$8,608.90	MBS TEXTBOOK EXCHANGE	Textbook	8/5/2014
TX-DON002659	\$1,898.29	NEBRASKA BOOK COMPANY	Textbook	8/5/2014
TX-DON002660	\$7,353.10	PEARSON EDUCATION	Textbook	8/6/2014



P.O. #	Amount	Vendor Name	Classification	Date
TX-DON002661	\$6,386.86	NACSCORP	Textbook	8/6/2014
TX-DON002662	\$161.44	PEARSON EDUCATION	Textbook	8/6/2014
TX-DON002663	\$6,907.90	MCGRAW-HILL PUBLISHING CO	Textbook	8/6/2014
TX-DON002664	\$2,315.00	MPS FORMERLY VHPS	Textbook	8/6/2014
TX-DON002665	\$1,040.00	NORTON, INC.	Textbook	8/6/2014
TX-DON002666	\$786.00	TOWNSEND PRESS	Textbook	8/6/2014
TX-DON002667	\$15,273.50	CENGAGE LEARNING	Textbook	8/6/2014
TX-DON002668	\$2,119.06	NACSCORP	Textbook	8/11/2014
TX-DON002669	\$59.40	NEBRASKA BOOK COMPANY	Textbook	8/11/2014
TX-DON002670	\$259.94	MBS TEXTBOOK EXCHANGE	Textbook	8/11/2014
TX-DON002671	\$6,210.00	CENGAGE LEARNING	Textbook	8/11/2014
TX-DON002673	\$1,918.00	ROWMAN LITTLEFIELD NATION	Textbook	8/12/2014
TX-DON002674	\$735.20	DAVIS, F.A., COMPANY	Textbook	8/12/2014
TX-DON002675	\$5,979.00	PEARSON EDUCATION	Textbook	8/15/2014
TX-DON002676	\$24,007.50	CENGAGE LEARNING	Textbook	8/18/2014
TX-DON002677	\$4,784.25	MCGRAW-HILL PUBLISHING CO	Textbook	8/19/2014
TX-DON002678	\$2,042.14	MBS TEXTBOOK EXCHANGE	Textbook	8/20/2014
TX-DON002679	\$1,120.79	NEBRASKA BOOK COMPANY	Textbook	8/20/2014
TX-DON002680	\$1,872.81	NACSCORP	Textbook	8/20/2014
TX-DON002681	\$967.35	PEARSON EDUCATION	Textbook	8/20/2014
TX-DON002682	\$168.00	INT. CODE COUNCIL	Textbook	8/20/2014
TX-DON002683	\$5,352.75	CENGAGE LEARNING	Textbook	8/20/2014
TX-DON002684	\$780.00	MPS FORMERLY VHPS	Textbook	8/20/2014
TX-DON002685	\$1,350.00	MPS FORMERLY VHPS	Textbook	8/20/2014
TX-DON002686	\$5,355.00	MCGRAW-HILL PUBLISHING CO	Textbook	8/20/2014
TX-DON002687	\$900.00	KENDALL PUBLISHING	Textbook	8/20/2014
TX-DON002688	\$526.50	WEST ACADEMIC	Textbook	8/20/2014
TX-DON002689	\$1,035.00	CENGAGE LEARNING	Textbook	8/21/2014
TX-DON002690	\$4,300.00	PEARSON EDUCATION	Textbook	8/21/2014
TX-DON002691	\$875.00	NATL ASSN ED OF YG CHILD	Textbook	8/22/2014
TX-DON002692	\$600.00	BAKER & TAYLOR	Textbook	8/22/2014
TX-DON002693	\$1,909.80	NACSCORP	Textbook	8/23/2014
TX-DON002694	\$94.00	NEBRASKA BOOK COMPANY	Textbook	8/23/2014
TX-DON002695	\$15,987.50	PEARSON EDUCATION	Textbook	8/23/2014
TX-DON002696	\$7,140.00	MCGRAW-HILL PUBLISHING CO	Textbook	8/25/2014
TX-DON002697	\$1,610.00	CENGAGE LEARNING	Textbook	8/25/2014

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P.O. #	Amount	Vendor Name	Classification	Date
TX-DON002698	\$230.16	NACSCORP	Textbook	8/25/2014
TX-DON002699	\$1,896.00	PEARSON EDUCATION	Textbook	8/25/2014
TX-DON002700	\$387.60	NEBRASKA BOOK COMPANY	Textbook	8/25/2014
TX-DON002701	\$1,619.75	CENGAGE LEARNING	Textbook	8/25/2014
TX-DON002702	\$67.25	NEBRASKA BOOK COMPANY	Textbook	8/26/2014
TX-DON002703	\$3,307.50	CENGAGE LEARNING	Textbook	8/26/2014
TX-DON002704	\$1,320.00	CENGAGE LEARNING	Textbook	8/26/2014
TX-DON002705	\$981.75	DON BOOKSTORE	Textbook	8/26/2014
TX-DON002706	\$1,500.00	MPS FORMERLY VHPS	Textbook	8/27/2014
TX-DON002707	\$201.00	NEBRASKA BOOK COMPANY	Textbook	8/27/2014
TX-DON002708	\$516.00	CENGAGE LEARNING	Textbook	8/27/2014
TX-DON002709	\$1,650.00	CENGAGE LEARNING	Textbook	8/28/2014
TX-DON002710	\$2,200.00	MCGRAW-HILL PUBLISHING CO	Textbook	8/28/2014
TX-DON002711	\$630.00	NORTON, INC.	Textbook	8/28/2014
TX-DON002712	\$900.00	MPS FORMERLY VHPS	Textbook	8/28/2014
TX-DON002713	\$993.08	NACSCORP	Textbook	8/28/2014
TX-DON002714	\$239.25	MBS TEXTBOOK EXCHANGE	Textbook	8/28/2014
TX-DON002715	\$112.20	NEBRASKA BOOK COMPANY	Textbook	9/2/2014
TX-DON002716	\$2,100.00	MPS FORMERLY VHPS	Textbook	9/2/2014
TX-DON002717	\$2,598.00	PEARSON EDUCATION	Textbook	9/3/2014
TX-DON002718	\$532.48	KENDALL PUBLISHING	Textbook	9/3/2014
TX-DON002719	\$542.61	NACSCORP	Textbook	9/3/2014
TX-DON002720	\$1,923.75	MBS TEXTBOOK EXCHANGE	Textbook	9/3/2014
TX-DON002721	\$702.75	NEBRASKA BOOK COMPANY	Textbook	9/3/2014
TX-DON002722	\$3,668.85	PEARSON EDUCATION	Textbook	9/4/2014
TX-DON002723	\$12,300.00	CENGAGE LEARNING	Textbook	9/4/2014
TX-DON002724	\$1,636.00	TOWNSEND PRESS	Textbook	9/4/2014
TX-DON002725	\$312.00	HUMAN KINETICS PUBS, INC.	Textbook	9/4/2014
TX-DON002726	\$1,857.00	PEARSON EDUCATION	Textbook	9/4/2014
TX-DON002727	\$943.60	NACSCORP	Textbook	9/5/2014
TX-HAWK001948	\$157.08	NEBRASKA BOOK COMPANY	Textbook	8/4/2014
TX-HAWK001949	\$2,975.00	CENGAGE LEARNING	Textbook	8/4/2014
TX-HAWK001950	\$1,176.00	NORTON, INC.	Textbook	8/4/2014
TX-HAWK001951	\$190.75	NEBRASKA BOOK COMPANY	Textbook	8/4/2014
TX-HAWK001952	\$99.19	MBS TEXTBOOK EXCHANGE	Textbook	8/4/2014
TX-HAWK001953	\$2,595.00	MPS FORMERLY VHPS	Textbook	8/4/2014

P.O. #	Amount	Vendor Name	Classification	Date
TX-HAWK001954	\$89.75	SIMON & SCHUSTER, INC.	Textbook	8/4/2014
TX-HAWK001955	\$122.60	HACHETTE BOOK GROUP	Textbook	8/4/2014
TX-HAWK001956	\$7,200.00	CENGAGE LEARNING	Textbook	8/5/2014
TX-HAWK001957	\$99.75	MBS TEXTBOOK EXCHANGE	Textbook	8/5/2014
TX-HAWK001959	\$1,083.75	CENGAGE LEARNING	Textbook	8/6/2014
TX-HAWK001960	\$699.15	MCGRAW-HILL CREATE (PRIMIS)	Textbook	8/7/2014
TX-HAWK001961	\$3,368.75	CENGAGE LEARNING	Textbook	8/7/2014
TX-HAWK001962	\$180.75	NEBRASKA BOOK COMPANY	Textbook	8/11/2014
TX-HAWK001963	\$2,416.25	PEARSON EDUCATION	Textbook	8/11/2014
TX-HAWK001964	\$138.15	NEBRASKA BOOK COMPANY	Textbook	8/11/2014
TX-HAWK001965	\$1,260.00	NORTON, INC.	Textbook	8/11/2014
TX-HAWK001966	\$64.30	AMAZON	Textbook	8/13/2014
TX-HAWK001967	\$786.90	CENGAGE LEARNING	Textbook	8/13/2014
TX-HAWK001968	\$2,500.00	MCGRAW-HILL PUBLISHING CO	Textbook	8/13/2014
TX-HAWK001969	\$2,700.00	MPS FORMERLY VHPS	Textbook	8/13/2014
TX-HAWK001970	\$260.00	CAMBRIDGE UNIVERSITY PRES	Textbook	8/14/2014
TX-HAWK001971	\$780.00	CENGAGE LEARNING	Textbook	8/14/2014
TX-HAWK001972	\$839.80	PEARSON EDUCATION	Textbook	8/14/2014
TX-HAWK001973	\$2,031.25	CENGAGE LEARNING	Textbook	8/14/2014
TX-HAWK001974	\$725.00	FOUNTAIN HEAD PRESS	Textbook	8/15/2014
TX-HAWK001975	\$6,418.75	PEARSON EDUCATION	Textbook	8/17/2014
TX-HAWK001976	\$1,620.00	JONES & BARTLETT LEARNING	Textbook	8/17/2014
TX-HAWK001977	\$264.00	JOHN WILEY & SONS, INC	Textbook	8/18/2014
TX-HAWK001978	\$161.55	NACSCORP	Textbook	8/18/2014
TX-HAWK001979	\$5,362.50	CENGAGE LEARNING	Textbook	8/18/2014
TX-HAWK001980	\$2,583.00	PEARSON EDUCATION	Textbook	8/18/2014
TX-HAWK001981	\$675.00	BVT PUBLISHING	Textbook	8/18/2014
TX-HAWK001982	\$2,725.00	CENGAGE LEARNING	Textbook	8/19/2014
TX-HAWK001983	\$777.60	NEBRASKA BOOK COMPANY	Textbook	8/19/2014
TX-HAWK001984	\$2,675.00	MBS TEXTBOOK EXCHANGE	Textbook	8/19/2014
TX-HAWK001985	\$1,575.00	MPS FORMERLY VHPS	Textbook	8/19/2014
TX-HAWK001986	\$270.00	NACSCORP	Textbook	8/19/2014
TX-HAWK001987	\$1,750.00	UNIV. SOUTHERN CALIFORNIA	Textbook	8/19/2014
TX-HAWK001988	\$1,330.34	NEBRASKA BOOK COMPANY	Textbook	8/20/2014
TX-HAWK001989	\$483.76	MBS TEXTBOOK EXCHANGE	Textbook	8/20/2014
TX-HAWK001990	\$75.00	NEBRASKA BOOK COMPANY	Textbook	8/21/2014

P.O. #	Amount	Vendor Name	Classification	Date
TX-HAWK001991	\$280.00	NORTON, INC.	Textbook	8/21/2014
TX-HAWK001992	\$4,681.25	CENGAGE LEARNING	Textbook	8/21/2014
TX-HAWK001993	\$2,268.00	NORTON, INC.	Textbook	8/22/2014
TX-HAWK001994	\$58.35	NACSCORP	Textbook	8/25/2014
TX-HAWK001995	\$1,713.75	CENGAGE LEARNING	Textbook	8/25/2014
TX-HAWK001996	\$64.64	AMAZON	Textbook	8/25/2014
TX-HAWK001997	\$442.82	NEBRASKA BOOK COMPANY	Textbook	8/25/2014
TX-HAWK001998	\$1,486.76	ROWMAN LITTLEFIELD NATION	Textbook	8/25/2014
TX-HAWK001999	\$4,220.00	MCGRAW-HILL PUBLISHING CO	Textbook	8/25/2014
TX-HAWK002000	\$588.00	NEBRASKA BOOK COMPANY	Textbook	8/25/2014
TX-HAWK002001	\$640.00	WATTLES PUBLICATIONS	Textbook	8/25/2014
TX-HAWK002002	\$621.80	CAMBRIDGE UNIVERSITY PRES	Textbook	8/25/2014
TX-HAWK002004	\$100.00	NEBRASKA BOOK COMPANY	Textbook	8/26/2014
TX-HAWK002005	\$396.00	MBS TEXTBOOK EXCHANGE	Textbook	8/26/2014
TX-HAWK002006	\$840.00	MPS FORMERLY VHPS	Textbook	8/26/2014
TX-HAWK002007	\$668.50	PEARSON EDUCATION	Textbook	8/26/2014
TX-HAWK002008	\$297.00	AMAZON	Textbook	8/26/2014
TX-HAWK002009	\$2,578.50	PEARSON EDUCATION	Textbook	8/26/2014
TX-HAWK002010	\$4,540.00	PEARSON EDUCATION	Textbook	8/26/2014
TX-HAWK002011	\$4,540.00	PEARSON EDUCATION	Textbook	8/26/2014
TX-HAWK002012	\$6,810.00	PEARSON EDUCATION	Textbook	8/26/2014
TX-HAWK002013	\$4,422.50	CENGAGE LEARNING	Textbook	8/26/2014
TX-HAWK002014	\$1,192.50	MCGRAW-HILL PUBLISHING CO	Textbook	8/26/2014
TX-HAWK002015	\$33.00	NEBRASKA BOOK COMPANY	Textbook	8/26/2014
TX-HAWK002016	\$647.50	CENGAGE LEARNING	Textbook	8/27/2014
TX-HAWK002017	\$2,370.00	JOHN WILEY & SONS, INC	Textbook	8/27/2014
TX-HAWK002018	\$6,072.50	MCGRAW-HILL PUBLISHING CO	Textbook	8/27/2014
TX-HAWK002019	\$6,590.00	MCGRAW-HILL PUBLISHING CO	Textbook	8/27/2014
TX-HAWK002020	\$2,006.95	KENDALL PUBLISHING	Textbook	8/27/2014
TX-HAWK002021	\$58.30	AMAZON	Textbook	8/27/2014
TX-HAWK002022	\$876.90	NEBRASKA BOOK COMPANY	Textbook	8/27/2014
TX-HAWK002023	\$2,088.50	MCGRAW-HILL PUBLISHING CO	Textbook	8/27/2014
TX-HAWK002024	\$1,705.00	CENGAGE LEARNING	Textbook	8/27/2014
TX-HAWK002025	\$44.85	STERLING PUBLISHING CO.	Textbook	8/27/2014
TX-HAWK002026	\$524.60	CENGAGE LEARNING	Textbook	8/27/2014
TX-HAWK002027	\$585.00	CENGAGE LEARNING	Textbook	8/28/2014

<b>P.O. #</b>	<b>Amount</b>	<b>Vendor Name</b>	<b>Classification</b>	<b>Date</b>
TX-HAWK002028	\$1,204.00	MCGRAW-HILL PUBLISHING CO	Textbook	8/28/2014
TX-HAWK002029	\$3,672.80	AMAZON	Textbook	8/28/2014
TX-HAWK002030	\$1,800.00	CENGAGE LEARNING	Textbook	8/28/2014
TX-HAWK002031	\$1,039.60	PEARSON EDUCATION	Textbook	8/28/2014
TX-HAWK002032	\$1,539.00	PEARSON EDUCATION	Textbook	9/2/2014
TX-HAWK002033	\$2,790.00	JOHN WILEY & SONS, INC	Textbook	9/2/2014
TX-HAWK002034	\$145.80	PEARSON EDUCATION	Textbook	9/2/2014
TX-HAWK002035	\$297.00	AMAZON	Textbook	9/4/2014
TX-HAWK002036	\$8.50	AMAZON	Textbook	9/4/2014
TX-HAWK002037	\$2,451.90	PEARSON EDUCATION	Textbook	9/4/2014
TX-HAWK002038	\$2,451.90	PEARSON EDUCATION	Textbook	9/4/2014
TX-HAWK002039	\$3,309.40	MCGRAW-HILL PUBLISHING CO	Textbook	9/5/2014
TX-HAWK002040	\$870.00	BLUEDOOR	Textbook	9/5/2014

**Grand Total: \$501,606.78**

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JULY 31, 2014 THROUGH SEPTEMBER 5, 2014  
BOARD MEETING OF SEPTEMBER 22 , 2014**

P.O. #	Amount	Description	Department	Comment
TX-DON002653	\$16,840.00	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from AGS Publishing, Manager Review and Approval - Tom Bonetati - 7/31/14
TX-CEC000239	\$15,600.00	Textbooks for resale: Fall 2014	CEC Bookstore	Purchased from Cengage Learning. Manager Review and Approval - Thomas Bonetati - August 19, 2014
TX-DON002667	\$15,273.50	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from Cengage Learning. Manager Review and Approval - Thomas Bonetati August 6, 2014
TX-DON002676	\$24,007.50	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from Cengage Learning. Manager Review and Approval - Thomas Bonetati August 18, 2014
TX-DON002695	\$15,987.50	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from Pearson Education. Manager Review and Approval - Thomas Bonetati August 23, 2014

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: September 22, 2014
Re: Approval of Resource Development Items	
Action: Request for Approval	

**ANALYSIS**

Items for the following categorical programs have been developed:

	<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
1.	<b>Child Care Access Means Parents in School (CCAMPIS) – Year 2 (District)</b> Second year of a four-year grant award from the U.S. Department of Education to provide additional child care services and fund a key staff member that will provide individualized evaluation, counseling and referral services to parents at the Santa Ana College Child Development Center whom are also students at the college. (14/15, 15/16). <i>No match required.</i>	08/18/2014	\$ 41,954
2.	<b>Title III – HSI-STEM -ENGAGE in STEM Project – Year 4 (SAC)</b> Fourth 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-income students in science, technology, engineering and mathematics (STEM). (14/15). <i>No match required.</i>	05/16/2014	\$1,138,243
3.	<b>Title V –Developing HSI Program – Year 5 (SCC)</b> Fifth Year of a five-year grant award 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. (14/15). <i>No match required.</i>	08/27/2014	\$ 650,000

Fiscal Impact: \$2,330,197	Board Date: September 22, 2014
Item Prepared by: Pat Carpenter, Administrative Secretary, Resource Development	
Item Submitted by: Enrique Perez, J.D., 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. Upward Bound Math and Science – Year 2 (SCC) Third year of a five-year grant award from the U. S. Department of Education to increase the number of low-income and potentially first-generation college students that pursue, enroll in and complete college STEM degree programs, by providing comprehensive assessment, targeted supplementary instruction, mentors, Science Saturdays conducted at SCC, fields trips, and a summer college residential program for disadvantaged high schools students from El Modena High School and Orange High School in the Orange Unified School District. (14/15, 15/16). <i>No match required.</i>	08/08/2014	\$ 250,000
5. Veterans Upward Bound Program – Year 3 (SAC) Third year of a five-year grant award from the U. S. Department of Education to identify veterans who have not yet enrolled in college, and recruit them to participate in a college preparation program featuring comprehensive assessment, targeted academic skills development, career exploration and preparation, tutors and mentors, referrals to veterans assistance services, and college and financial aid advisement and application completion assistance, in order to increase the number of veterans who enroll in college and complete a certificate or degree and successfully enter employment. (14/15, 15/16). <i>No match required.</i>	09/03/2014	\$ 250,000

**RECOMMENDATION**

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

Fiscal Impact: \$2,330,197	Board Date: September 22, 2014
Item Prepared by: Pat Carpenter, Administrative Secretary, Resource Development	
Item Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



**SPECIAL PROJECT DETAILED BUDGET #1219**

**NAME: Child Care Access Means Parents in School (CCAMPIS) - Year 2 of 4 (District)**

**FISCAL YEAR: 2014/2015 and 2015/2016**

CONTRACT PERIOD: 10/01/2014 - 9/30/2015

PROJ. ADM. Enrique Perez

CONTRACT INCOME: \$41,954

PROJ. DIR. Janneth Linnell

CFDA #: 84.335A

Date: 9/10/2014

AWARD #: P335A130140-14

GL Account String	Description	New Budget	
		Debit	Credit
33-1219-000000-50000-8199	Other Federal Revenues : District Operations		41,954
33-1219-672000-50000-5865	Indirect Costs : District Operations (4%)	1,614	
<b>33-1219-692000-53321-2130</b>	<b>Classified Employees : CDC Administration</b> <b>Alejandra Feliciano, Administrative Clerk (14%)</b>	8,022	
<b>33-1219-692000-53321-2320</b>	<b>Classified Employees - Hourly : CDC Administration</b>		
33-1219-692000-53321-3215	PERS - Non-Instructional : CDC Administration	944	
33-1219-692000-53321-3315	OASDHI - Non-Instructional : CDC Administration	509	
33-1219-692000-53321-3325	Medicare - Non-Instructional : CDC Administration	119	
33-1219-692000-53321-3415	H & W - Non-Instructional : CDC Administration	19	
33-1219-692000-53321-3435	H & W - Retiree Fund Non-Inst : CDC Administration	82	
33-1219-692000-53321-3515	SUI - Non-Instructional : CDC Administration	4	
33-1219-692000-53321-3615	WCI - Non-Instructional : CDC Administration	197	
33-1219-692000-53321-3915	Other Benefits - Non-Instruct : CDC Administration	189	
33-1219-732000-53321-7670	Other Exp Paid for Students : CDC Administration \$10,085 per toddler space x 3 four-day spaces. Use of a sliding fee scale may result in parent contributions of a sufficient amount to add an additional space.	30,255	
<b>Total - CCAMPIS Year 2</b>		<b>41,954</b>	<b>41,954</b>

**SPECIAL PROJECT DETAILED BUDGET # 1668**

**NAME: Title III HSI-STEM - ENGAGE in STEM Project**

**(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 4**

**FISCAL YEAR: 2014/2015 & 2015/2016**

CONTRACT PERIOD: 10/01/14 TO 09/30/15

PROJ. ADM. Micki Bryant

CONTRACT INCOME: \$1,138,243

PROJ. DIR. Steve Bautista

CFDA #: 84.031C; Award # P031C110183

Date: 09/10/14

GL Strings	Description	Debit	Credit
12-1668-000000-10000-8120	Higher Education Act : Santa Ana College		1,101,528
	<b>STEM &amp; ARTICULATION ACTIVITY</b>		
12-1668-499900-15330-2420	Inst Assistant - Hourly : Center for Teacher Educat <i>- 4 inst. assistants + 2 STEM student teachers</i>	27,993	
12-1668-499900-15330-3211	PERS - Instructional : Center for Teacher Education	1,648	
12-1668-499900-15330-3311	OASDHI - Instructional : Center for Teacher Educati	868	
12-1668-499900-15330-3321	Medicare - Instructional : Center for Teacher Educa	406	
12-1668-499900-15330-3331	PARS - Instructional : Center for Teacher Education	364	
12-1668-499900-15330-3431	H & W - Retiree Fund Inst : Center for Teacher Educ	280	
12-1668-499900-15330-3511	SUI - Instructional : Center for Teacher Education	14	
12-1668-499900-15330-3611	WCI - Instructional : Center for Teacher Education	672	
12-1668-499900-15330-4310	Instructional Supplies : Center for Teacher Educati <i>- STEM outreach/Classroom Supplies &amp; Engineering Room supplies</i>	9,000	
12-1668-631000-15330-1232	Contract Extension-Counselors : Center for Teacher <i>- CFTE Director - Steve Bautista (Summer)</i>	10,000	
12-1668-631000-15330-1430	Part-Time Counselors : Center for Teacher Education <i>- STEM Counseling Support</i>	19,200	
12-1668-631000-15330-1433	Beyond Contract - Counselors : Center for Teacher E	19,200	
12-1668-631000-15330-1434	Int/Sum Beyond Contr-Counselor : Center for Teacher	6,400	
12-1668-631000-15330-1435	Int/Sum - Counselors,Part-Time : Center for Teacher	6,400	
12-1668-631000-15330-3115	STRS - Non-Instructional : Center for Teacher Educa	6,234	
12-1668-631000-15330-3325	Medicare - Non-Instructional : Center for Teacher E	1,018	
12-1668-631000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Teacher	702	
12-1668-631000-15330-3515	SUI - Non-Instructional : Center for Teacher Educat	35	
12-1668-631000-15330-3615	WCI - Non-Instructional : Center for Teacher Educat	1,685	
12-1668-649000-15330-2130	Classified Employees : Center for Teacher Education <i>- Kalonji Saterfield (75%)</i>	56,859	
12-1668-649000-15330-2310	Classified Employees - Ongoing : Center for Teacher <i>- 2 Transfer Center Specialists (Haydee Gonzalez &amp; Diem Nguyen)</i>	43,134	
12-1668-649000-15330-2340	Student Assistants - Hourly : Center for Teacher Ed <i>- Student Ambassador</i>	4,560	
12-1668-649000-15330-3215	PERS - Non-Instructional : Center for Teacher Educa	11,770	
12-1668-649000-15330-3315	OASDHI - Non-Instructional : Center for Teacher Edu	6,262	
12-1668-649000-15330-3325	Medicare - Non-Instructional : Center for Teacher E	1,465	
12-1668-649000-15330-3415	H & W - Non-Instructional : Center for Teacher Educ	5,674	
12-1668-649000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Teacher	1,056	
12-1668-649000-15330-3515	SUI - Non-Instructional : Center for Teacher Educat	51	
12-1668-649000-15330-3615	WCI - Non-Instructional : Center for Teacher Educat	2,534	

**SPECIAL PROJECT DETAILED BUDGET # 1668**

**NAME: Title III HSI-STEM - ENGAGE in STEM Project**

**(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 4**

**FISCAL YEAR: 2014/2015 & 2015/2016**

CONTRACT PERIOD: 10/01/14 TO 09/30/15

PROJ. ADM. Micki Bryant

CONTRACT INCOME: \$1,138,243

PROJ. DIR. Steve Bautista

CFDA #: 84.031C; Award # P031C110183

Date: 09/10/14

GL Strings	Description	Debit	Credit
12-1668-649000-15330-3915	Other Benefits - Non-Instruct : Center for Teacher	1,013	
12-1668-649000-15330-4610	Non-Instructional Supplies : Center for Teacher Edu - Office Supplies - Road to Teaching Conference supplies	5,000	
12-1668-649000-15330-4710	Food and Food Service Supplies : Center for Teacher - Road to Teaching Conference - Mentor/Mentee Receptions	5,000	
12-1668-649000-15330-5100	Contracted Services : Center for Teacher Education - NOCCD-FC (\$346,140) - CSUF (\$262,022) - Faculty/Staff trainings (independent contractors - \$1,000) - CBEST Instructors (Independent Contractors - \$2,400)	611,562	
12-1668-649000-15330-5220	Mileage/Parking Expenses : Center for Teacher Educa	500	
12-1668-649000-15330-5966	Transportation - Student : Center for Teacher Educa	1,800	
12-1668-649000-15330-6411	Equipment - Federal Progs >200 : Center for Teacher	11,600	
12-1668-675000-15330-1480	Part-Time Reassigned Time : Center for Teacher Educ - STEM Workshops/Teacher Ed Workshops - STEM Leadership/Support Network	2,000	
12-1668-675000-15330-1484	Int/Sum Beynd Contr-Reassigned : Center for Teacher - Faculty Coordinator - Summer Research Institute	6,100	
12-1668-675000-15330-3115	STRS - Non-Instructional : Center for Teacher Educa	719	
12-1668-675000-15330-3325	Medicare - Non-Instructional : Center for Teacher E	117	
12-1668-675000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Teacher	81	
12-1668-675000-15330-3515	SUI - Non-Instructional : Center for Teacher Educat	4	
12-1668-675000-15330-3615	WCI - Non-Instructional : Center for Teacher Educat	194	
12-1668-675000-15330-5210	Conference Expenses : Center for Teacher Education	7,200	
12-1668-732000-15330-7610	Books Paid for Students : Center for Teacher Educat	2,000	
12-1668-732000-15330-7650	Stipends Paid to Students : Center for Teacher Educ	50,000	
12-1668-678000-14142-2320	Classified Employees - Hourly : Academic Support - ITS Support - Technical Specialist	5,000	
12-1668-678000-14142-3215	PERS - Non-Instructional : Academic Support	589	
12-1668-678000-14142-3315	OASDHI - Non-Instructional : Academic Support	310	
12-1668-678000-14142-3325	Medicare - Non-Instructional : Academic Support	73	
12-1668-678000-14142-3435	H & W - Retiree Fund Non-Inst : Academic Support	50	
12-1668-678000-14142-3515	SUI - Non-Instructional : Academic Support	3	
12-1668-678000-14142-3615	WCI - Non-Instructional : Academic Support	120	

**SPECIAL PROJECT DETAILED BUDGET # 1668**

**NAME: Title III HSI-STEM - ENGAGE in STEM Project**

**(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 4**

**FISCAL YEAR: 2014/2015 & 2015/2016**

CONTRACT PERIOD: 10/01/14 TO 09/30/15

PROJ. ADM. Micki Bryant

CONTRACT INCOME: \$1,138,243

PROJ. DIR. Steve Bautista

CFDA #: 84.031C; Award # P031C110183

Date: 09/10/14

GL Strings	Description	Debit	Credit
	<b>MANAGEMENT</b>		
12-1668-649000-15310-2130	Classified Employees : Counseling - Tuan Nguyen (75%)	57,234	
12-1668-649000-15310-3215	PERS - Non-Instructional : Counseling	6,737	
12-1668-649000-15310-3315	OASDHI - Non-Instructional : Counseling	3,611	
12-1668-649000-15310-3325	Medicare - Non-Instructional : Counseling	845	
12-1668-649000-15310-3415	H & W - Non-Instructional : Counseling	17,311	
12-1668-649000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	582	
12-1668-649000-15310-3515	SUI - Non-Instructional : Counseling	29	
12-1668-649000-15310-3615	WCI - Non-Instructional : Counseling	1,398	
12-1668-649000-15310-3915	Other Benefits - Non-Instruct : Counseling	1,013	
12-1668-649000-15310-4610	Non-Instructional Supplies : Counseling	500	
12-1668-649000-15310-4710	Food and Food Service Supplies : Counseling	1,000	
12-1668-649000-15310-5100	Contracted Services : Counseling - External Evaluator (UC Irvine - \$30,000; USC-CUE - \$10,000) - Graves Communication Contract - \$9,000	49,000	
12-1668-649000-15310-5940	Reproduction/Printing Expenses : Counseling	349	
12-1668-675000-15310-5210	Conference Expenses : Counseling	5,400	
12-1668-000000-50000-8120	Higher Education Act : District Operations		36,715
12-1668-679000-53340-2310	Classified Employees - Ongoing : Research - Reseach Coordinator	29,881	
12-1668-679000-53340-3215	PERS - Non-Instructional : Research	3,517	
12-1668-679000-53340-3315	OASDHI - Non-Instructional : Research	1,853	
12-1668-679000-53340-3325	Medicare - Non-Instructional : Research	433	
12-1668-679000-53340-3435	H & W - Retiree Fund Non-Inst : Research	299	
12-1668-679000-53340-3515	SUI - Non-Instructional : Research	15	
12-1668-679000-53340-3615	WCI - Non-Instructional : Research	717	
	<b>Title III -HSI-STEM (Year 4)</b>	<b>1,138,243</b>	<b>1,138,243</b>

**SPECIAL PROJECT DETAILED BUDGET #1679**  
**NAME: Title V - SCC Developing HSI Program - Year 5**  
**FISCAL YEAR: 2014/15 & 2015/16**

CONTRACT PERIOD: 10/01/14 TO 09/30/15  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/27/14

GL Account	Description	Debit	Credit
12-1679-000000-20000-8120	Higher Education Act : Santiago Canyon College		650,000
12-1679-040100-25162-1310	Part-Time Instructors : Biology <u>Science instructors backfill</u> - Fall 2014 - use project 1678 - Spring 2015 - 27 LHE - Fall 2015 - est @ 7 LHE (1 of 4 payments of 27 LHE)	39,780	
12-1679-040100-25162-3111	STRS - Instructional : Biology	3,532	
12-1679-040100-25162-3321	Medicare - Instructional : Biology	577	
12-1679-040100-25162-3431	H & W - Retiree Fund Inst : Biology	398	
12-1679-040100-25162-3511	SUI - Instructional : Biology	20	
12-1679-040100-25162-3611	WCI - Instructional : Biology	955	
12-1679-152000-25370-1310	Part-Time Instructors : Reading Amy Freese, Lisa Fess, Kelly Lyons, Valerie tuttle - Fall 2014 (\$62.08/hr x 18 hrs/wk x 12 LHE) - Spring 2015 (\$62.08/hr x 18 hrs/wk x 18 LHE) - Fall 2015 (\$62.08/hr x 18 hrs/wk x 6 LHE)	40,228	
12-1679-152000-25370-3111	STRS - Instructional : Reading	3,572	
12-1679-152000-25370-3321	Medicare - Instructional : Reading	583	
12-1679-152000-25370-3431	H & W - Retiree Fund Inst : Reading	402	
12-1679-152000-25370-3511	SUI - Instructional : Reading	20	
12-1679-152000-25370-3611	WCI - Instructional : Reading	965	
12-1679-170100-25150-2410	Inst Assistant - Ongoing : Math - Fall 2014 (\$16.21/hr x 57 hrs/wk x 10 wks) - Spring 2015 (\$16.21/hr x 57 hrs/wk x 17 wks) - Summer 2015 (\$16.21/hr x 57 hrs/wk x 8 wks) - Fall 2015 (\$16.21/hr x 57 hrs/wk x 7 wks)	38,807	
12-1679-170100-25150-3211	PERS - Instructional : Math	4,568	
12-1679-170100-25150-3311	OASDHI - Instructional : Math	2,406	
12-1679-170100-25150-3321	Medicare - Instructional : Math	563	
12-1679-170100-25150-3431	H & W - Retiree Fund Inst : Math	388	
12-1679-170100-25150-3511	SUI - Instructional : Math	19	
12-1679-170100-25150-3611	WCI - Instructional : Math	931	
12-1679-499900-25169-2410	Inst Assistant - Ongoing : Science Learning Center - Fall 2014 (\$16.21/hr x 19 hrs/wk x 10 wks x 3) - Intersession (\$16.21/hr x 30 hrs) - Spring 2015 (\$16.21/hr x 19 hrs/wk x 17 wks x 3) - Fall 2015 (\$16.21/hr x 19 hrs/wk x 7 wks x 3)	32,874	
12-1679-499900-25169-3211	PERS - Instructional : Science Learning Center	3,870	
12-1679-499900-25169-3311	OASDHI - Instructional : Science Learning Center	2,038	
12-1679-499900-25169-3321	Medicare - Instructional : Science Learning Center	477	

**SPECIAL PROJECT DETAILED BUDGET #1679**  
**NAME: Title V - SCC Developing HSI Program - Year 5**  
**FISCAL YEAR: 2014/15 & 2015/16**

CONTRACT PERIOD: 10/01/14 TO 09/30/15  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/27/14

GL Account	Description	Debit	Credit
12-1679-499900-25169-3431	H & W - Retiree Fund Inst : Science Learning Center	329	
12-1679-499900-25169-3511	SUI - Instructional : Science Learning Center	16	
12-1679-499900-25169-3611	WCI - Instructional : Science Learning Center	789	
12-1679-499900-25169-4310	Instructional Supplies : Science Learning Center	10,195	
12-1679-601000-25051-2310	Classified Employees - Ongoing : Academic Affairs - Stephanie Cole (\$1,709.32/month x 12 months)	20,512	
12-1679-601000-25051-3325	Medicare - Non-Instructional : Academic Affairs Off	297	
12-1679-601000-25051-3335	PARS - Non-Instructional : Academic Affairs Office	267	
12-1679-601000-25051-3435	H & W - Retiree Fund Non-Inst : Academic Affairs Of	205	
12-1679-601000-25051-3515	SUI - Non-Instructional : Academic Affairs Office	10	
12-1679-601000-25051-3615	WCI - Non-Instructional : Academic Affairs Office	492	
12-1679-611000-25169-2310	Classified Employees - Ongoing : SLC Learning Facilitators (3) - Fall 2014 (\$18.17/hr x 19 hrs/wk x 10 wks x 3) - Intersession (\$18.17/hr x 30 hrs) - Spring 2015 (\$18.17/hr x 19 hrs/wk x 17 wks x 3) - Fall 2015 (\$18.17/hr x 19 hrs/wk x 7 wks x 3)	36,849	
12-1679-611000-25169-2340	Student Assistants - Hourly : SLC - Fall 2014 (\$10.50/hr x 10 hrs/wk x 10 wks x 22) - Spring 2015 (\$10.50/hr x 10 hrs/wk x 17 wks x 15) - Fall 2015 (\$10.50/hr x 10 hrs/wk x 7 wks x 15)	60,900	
12-1679-611000-25169-3215	PERS - Non-Instructional : Science Learning Center	4,337	
12-1679-611000-25169-3315	OASDHI - Non-Instructional : Science Learning Cente	2,285	
12-1679-611000-25169-3325	Medicare - Non-Instructional : Science Learning Cen	534	
12-1679-611000-25169-3435	H & W - Retiree Fund Non-Inst : Science Learning Ce	977	
12-1679-611000-25169-3515	SUI - Non-Instructional : Science Learning Center	18	
12-1679-611000-25169-3615	WCI - Non-Instructional : Science Learning Center	2,346	
12-1679-619000-25150-1483	Beyond Contr - Reassigned Time : Math - Scott Sakamoto (F14 - 2 LHE; Sp15 - 3 LHE; F15 - 1 LHE)	7,039	
12-1679-619000-25150-1484	Int/Sum Beynd Contr-Reassigned : Math - Scott Sakamoto (Summer - 2 LHE)	3,789	
12-1679-619000-25150-3115	STRS - Non-Instructional : Math	962	
12-1679-619000-25150-3325	Medicare - Non-Instructional : Math	157	
12-1679-619000-25150-3435	H & W - Retiree Fund Non-Inst : Math	108	
12-1679-619000-25150-3515	SUI - Non-Instructional : Math	5	
12-1679-619000-25150-3615	WCI - Non-Instructional : Math	260	
12-1679-619000-25163-1484	Int/Sum Beynd Contr-Reassigned : Chemistry - Nahla El Said (Summer - 2 LHE)	3,789	
12-1679-619000-25163-3115	STRS - Non-Instructional : Chemistry	336	



**SPECIAL PROJECT DETAILED BUDGET #1679**  
**NAME: Title V - SCC Developing HSI Program - Year 5**  
**FISCAL YEAR: 2014/15 & 2015/16**

CONTRACT PERIOD: 10/01/14 TO 09/30/15  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/27/14

GL Account	Description	Debit	Credit
12-1679-619000-25163-3325	Medicare - Non-Instructional : Chemistry	55	
12-1679-619000-25163-3435	H & W - Retiree Fund Non-Inst : Chemistry	38	
12-1679-619000-25163-3515	SUI - Non-Instructional : Chemistry	2	
12-1679-619000-25163-3615	WCI - Non-Instructional : Chemistry	91	
12-1679-619000-25168-1484	Int/Sum Beynd Contr-Reassigned : Physics - Cindy Swift (Summer - 2 LHE)	3,789	
12-1679-619000-25168-3115	STRS - Non-Instructional : Physics	336	
12-1679-619000-25168-3325	Medicare - Non-Instructional : Physics	55	
12-1679-619000-25168-3435	H & W - Retiree Fund Non-Inst : Physics	38	
12-1679-619000-25168-3515	SUI - Non-Instructional : Physics	2	
12-1679-619000-25168-3615	WCI - Non-Instructional : Physics	91	
12-1679-619000-25169-1483	Beyond Contr - Reassigned Time : SLC - Denise Foley (F14 - 2 LHE; Sp15 - 3 LHE; F15 - 1 LHE)	7,039	
12-1679-619000-25169-1484	Int/Sum Beynd Contr-Reassigned : SLC - Denise Foley (Summer - 2 LHE)	3,789	
12-1679-619000-25169-3115	STRS - Non-Instructional : Science Learning Center	962	
12-1679-619000-25169-3325	Medicare - Non-Instructional : Science Learning Cen	157	
12-1679-619000-25169-3435	H & W - Retiree Fund Non-Inst : Science Learning Ce	108	
12-1679-619000-25169-3515	SUI - Non-Instructional : Science Learning Center	5	
12-1679-619000-25169-3615	WCI - Non-Instructional : Science Learning Center	260	
12-1679-619000-25169-5905	Other Participant Travel Exp : Science Learning Cen	500	
12-1679-619000-25370-1484	Int/Sum Beynd Contr-Reassigned : Reading - Mary McMullin (intersession - 6 LHE; Sum15 - 12 LHE)	32,867	
12-1679-619000-25370-3115	STRS - Non-Instructional : Reading	2,919	
12-1679-619000-25370-3325	Medicare - Non-Instructional : Reading	477	
12-1679-619000-25370-3435	H & W - Retiree Fund Non-Inst : Reading	329	
12-1679-619000-25370-3515	SUI - Non-Instructional : Reading	16	
12-1679-619000-25370-3615	WCI - Non-Instructional : Reading	789	
12-1679-631000-29325-1430	Part-Time Counselors : Counseling (Ann Cass) - \$52.77/hr x 18 hrs/wk x 27 wks (F14-10 wks; Sp15-17 wks)	25,646	
12-1679-631000-29325-1435	Int/Sum - Counselors,Part-Time (Ann Cass) - Intersession: \$52.77/hr x 15 hrs/wk x 4 wks - Summer 15: \$52.77/hr x 26 hrs/wk x 8 wks	14,142	
12-1679-631000-29325-3115	STRS - Non-Instructional : Counseling	3,533	
12-1679-631000-29325-3325	Medicare - Non-Instructional : Counseling	577	
12-1679-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	398	
12-1679-631000-29325-3515	SUI - Non-Instructional : Counseling	20	
12-1679-631000-29325-3615	WCI - Non-Instructional : Counseling	955	

**SPECIAL PROJECT DETAILED BUDGET #1679**  
**NAME: Title V - SCC Developing HSI Program - Year 5**  
**FISCAL YEAR: 2014/15 & 2015/16**

CONTRACT PERIOD: 10/01/14 TO 09/30/15  
 CONTRACT INCOME: \$650,000  
 CFDA #: 84.031S; Award #P031S100059

PROJ. ADM. Aracely Mora  
 PROJ. DIR. Mary McMullin  
 Date: 08/27/14

GL Account	Description	Debit	Credit
12-1679-632000-25055-1210	Academic Management : Instl Effect/Assess - Aaron Voelcher (D-1 @ 50%)	61,873	
12-1679-632000-25055-1484	Int/Sum Beynd Contr-Reassigned : Instl Effect - Kay Powell (Summer 3 LHE)	5,082	
12-1679-632000-25055-2130	Classified Employees : Instl Effectiveness - Rudy Tjiptahadi (75%)	58,232	
12-1679-632000-25055-3115	STRS - Non-Instructional : Instl Effectiveness/Asse	451	
12-1679-632000-25055-3215	PERS - Non-Instructional : Instl Effectiveness/Asse	14,138	
12-1679-632000-25055-3315	OASDHI - Non-Instructional : Instl Effectiveness/As	7,587	
12-1679-632000-25055-3325	Medicare - Non-Instructional : Instl Effectiveness/	1,848	
12-1679-632000-25055-3415	H & W - Non-Instructional : Instl Effectiveness/Ass	27,530	
12-1679-632000-25055-3435	H & W - Retiree Fund Non-Inst : Instl Effectiveness	1,275	
12-1679-632000-25055-3515	SUI - Non-Instructional : Instl Effectiveness/Asses	64	
12-1679-632000-25055-3615	WCI - Non-Instructional : Instl Effectiveness/Asses	3,059	
12-1679-632000-25055-3915	Other Benefits - Non-Instruct : Instl Effectiveness	2,273	
12-1679-632000-25055-5950	Software License and Fees : Instl Effectiveness/Ass	20,000	
12-1679-675000-25055-1483	Beyond Contr - Reassigned Time : Instl Effect - Staff Development	1,000	
12-1679-675000-25055-1484	Int/Sum Beynd Contr-Reassigned : Instl Effect - Staff Development	3,000	
12-1679-675000-25055-3115	STRS - Non-Instructional : Instl Effectiveness/Asse	355	
12-1679-675000-25055-3325	Medicare - Non-Instructional : Instl Effectiveness/	58	
12-1679-675000-25055-3435	H & W - Retiree Fund Non-Inst : Instl Effectiveness	40	
12-1679-675000-25055-3515	SUI - Non-Instructional : Instl Effectiveness/Asses	2	
12-1679-675000-25055-3615	WCI - Non-Instructional : Instl Effectiveness/Asses	96	
12-1679-675000-25055-4710	Food and Food Service Supplies : Instl Effectiveness	1,000	
12-1679-675000-25169-1483	Beyond Contr - Reassigned Time : SLC - Staff Development	2,000	
12-1679-675000-25169-3115	STRS - Non-Instructional : Science Learning Center	178	
12-1679-675000-25169-3325	Medicare - Non-Instructional : Science Learning Cen	29	
12-1679-675000-25169-3435	H & W - Retiree Fund Non-Inst : Science Learning Ce	20	
12-1679-675000-25169-3515	SUI - Non-Instructional : Science Learning Center	1	
12-1679-675000-25169-3615	WCI - Non-Instructional : Science Learning Center	48	
12-1679-675000-25169-4710	Food and Food Service Supplies : Science Learning C	1,000	
12-1679-675000-25169-5210	Conference Expenses : Science Learning Center	2,000	
<b>Totals of Project : 1679</b>	<b>Title V - SCC Developing HSI Program</b>	<b>650,000</b>	<b>650,000</b>



**SPECIAL PROJECT DETAILED BUDGET # 1727**  
**NAME: Upward Bound Math and Science - Year 2 of 5 (SCC)**  
**FISCAL YEAR: 2014/2015 and 2015/2016**

CONTRACT PERIOD: 10/1/14 - 9/30/15  
 CONTRACT INCOME: \$250,000  
 CFDA #: 84.047M  
 Award No. P047M120539-14

PROJ. ADM. Loretta Jordan  
 PROJ. DIR. Maggie Cordero  
 Date: 9/8/2014

GL Account String	Description	New Budget	
		Debit	Credit
12-1727-000000-20000-8120	Higher Education Act : Santiago Canyon College		250,000
12-1727-679000-20000-5865	Indirect Costs : Santiago Canyon College (8%) <i>Modified direct costs exclude summer program (\$25,000) and food for summer program (\$2,000)</i>	16,518	
<b>12-1727-619000-29920-1483</b>	<b>Beyond Contr - Reassigned Time : Upward Bound</b> <b>Science Saturday - reassigned time</b> <b>8 faculty at \$435 per Saturday</b>	3,480	
12-1727-619000-29920-3115	STRS - Non-Instructional : Upward Bound	309	
12-1727-619000-29920-3325	Medicare - Non-Instructional : Upward Bound	50	
12-1727-619000-29920-3435	H & W - Retiree Fund Non-Inst : Upward Bound	35	
12-1727-619000-29920-3515	SUI - Non-Instructional : Upward Bound	2	
12-1727-619000-29920-3615	WCI - Non-Instructional : Upward Bound	84	
<b>12-1727-649000-29920-2110</b>	<b>Classified Management : Upward Bound</b> <b>Maggie Cordero, Director of Special Programs (100%)</b> <b>Grade H Step 7</b>	106,307	
<b>12-1727-649000-29920-2310</b>	<b>Classified Employees - Ongoing : Upward Bound</b> <b>(2) Student Services Specialist (TBD) (0.475 FTE)</b>	39,664	
<b>12-1727-649000-29920-2340</b>	<b>Student Assistants - Hourly : Upward Bound</b> <b>\$13.25/hr. x 480 hours</b>	6,360	
12-1727-649000-29920-3215	PERS - Non-Instructional : Upward Bound	17,183	
12-1727-649000-29920-3315	OASDHI - Non-Instructional : Upward Bound	9,256	
12-1727-649000-29920-3325	Medicare - Non-Instructional : Upward Bound	2,165	
12-1727-649000-29920-3415	H & W - Non-Instructional : Upward Bound	7,049	
12-1727-649000-29920-3435	H & W - Retiree Fund Non-Inst : Upward Bound	1,557	
12-1727-649000-29920-3515	SUI - Non-Instructional : Upward Bound	75	
12-1727-649000-29920-3615	WCI - Non-Instructional : Upward Bound	3,736	
12-1727-649000-29920-3915	Other Benefits - Non-Instruct : Upward Bound	3,320	
12-1727-649000-29920-4310	Instructional Supplies : Upward Bound	350	
12-1727-649000-29920-4610	Non-Instructional Supplies : Upward Bound	400	
12-1727-649000-29920-4710	Food and Food Service Supplies : Upward Bound <i>Non-residential meals associated w/summer program. \$2,000</i> <i>UBMS End-of-the-Year Banquet. \$100</i>	2,100	
12-1727-649000-29920-5100	Contracted Services : Upward Bound <i>Summer Program room and board at CSU/UC to provide educational services to its academically at-risk students in an effort to promote higher education, and enhance their learning experience by assisting them with their current educational needs. CSU/CU will provide accommodations within their residence facility which is to include meals, housekeeping services, use of recreational areas, classrooms, meeting rooms and labs throughout our agreed contracted days of two-weeks. 62 students and 4 staff.</i>	25,000	

**SPECIAL PROJECT DETAILED BUDGET # 1727**

**NAME: Upward Bound Math and Science - Year 2 of 5 (SCC)**

**FISCAL YEAR: 2014/2015 and 2015/2016**

CONTRACT PERIOD: 10/1/14 - 9/30/15

CONTRACT INCOME: \$250,000

CFDA #: 84.047M

Award No. P047M120539-14

PROJ. ADM. Loretta Jordan

PROJ. DIR. Maggie Cordero

Date: 9/8/2014

GL Account String	Description	New Budget	
		Debit	Credit
12-1727-649000-29920-5966	Transportation - Student : Upward Bound Students Travel/Cultural Event 1 bus x \$600/bus x 5 field trip = \$3,000	3,000	
12-1727-675000-29920-5210	Conference Expenses : Upward Bound	2,000	
	<b>Total 1727 - Upward Board Math &amp; Science Year 3 (SCC)</b>	<b>250,000</b>	<b>250,000</b>

**SPECIAL PROJECT DETAILED BUDGET # 1732**  
**NAME: Veterans Upward Bound Program - Year 3 of 5 (SAC)**  
**FISCAL YEAR: 2014/2015 and 2015/2016**

CONTRACT PERIOD: 10/1/2014 - 9/30/2015  
 CONTRACT INCOME: \$250,000  
 CFDA #: 84.047V  
 Award #P047V120138-14

PROJ. ADM. Sara Lundquist  
 PROJ. DIR. Lilia Tanakeyowma  
 Date: 9/10/2014

GL Account String	Description	New Budget	
		Debit	Credit
12-1732-000000-10000-8120	Higher Education Act : Santa Ana College		250,000
12-1732-679000-10000-5865	Indirect Costs : Santa Ana College (8%)	18,519	
12-1732-675000-19725-5210	Conference Expenses : Veterans Resource Center - National Conference at \$2,005 x 2 staff = \$4,010 - Regional Conference at \$835 x 2 staff = \$1,670 - TRIO Prf. Dvlp. Training at \$43 x 2 staff = \$86	5,766	
<b>12-1732-499900-19725-2420</b>	<b>Inst Assistant - Hourly : Veterans Resource Center</b> <b>6 IAs x \$16.21/hour x 10 hrs/wk. x 12 months</b>	11,671	
12-1732-499900-19725-3211	PERS - Instructional : Veterans Resource Center	1,374	
12-1732-499900-19725-3311	OASDHI - Instructional : Veterans Resource Cent	724	
12-1732-499900-19725-3321	Medicare - Instructional : Veterans Resource Center	169	
12-1732-499900-19725-3431	H & W - Retiree Fund Inst : Veterans Resource Cente	117	
12-1732-499900-19725-3511	SUI - Instructional : Veterans Resource Center	6	
12-1732-499900-19725-3611	WCI - Instructional : Veterans Resource Center	280	
<b>12-1732-631000-19725-1430</b>	<b>Part-Time Counselors : Veterans Resource Center</b> <b>Hourly Counselors \$55.40/hr. x 90 hrs.</b>	4,986	
<b>12-1732-631000-19725-1433</b>	<b>Beyond Contract - Counselors : Veterans Resource Ce</b>	0	
<b>12-1732-631000-19725-1434</b>	<b>Int/Sum Beyond Contr-Counselor : Veterans Resource</b>	0	
<b>12-1732-631000-19725-1435</b>	<b>Int/Sum - Counselors,Part-Time : Veterans Resource</b>	0	
12-1732-631000-19725-3115	STRS - Non-Instructional : Veterans Resource Center	443	
12-1732-631000-19725-3325	Medicare - Non-Instructional : Veterans Resource Ce	72	
12-1732-631000-19725-3435	H & W - Retiree Fund Non-Inst : Veterans Resource C	50	
12-1732-631000-19725-3515	SUI - Non-Instructional : Veterans Resource Center	2	
12-1732-631000-19725-3615	WCI - Non-Instructional : Veterans Resource Center	120	
<b>12-1732-648000-19725-2130</b>	<b>Classified Employees : Veterans Resource Center</b> <b>Joseph Alonzo, Student Services Coordinator</b> <b>Grade 15 Step 2 (100%)</b> <b>Abel Arredondo, Student Program Specialist</b> <b>Grade 10 Step 6 (+5%L) (100%)</b> <b>Marisol Sanchez, Senior Clerk</b> <b>Grade 8 Step 1 (35%)</b>	130,049	
12-1732-648000-19725-3215	PERS - Non-Instructional : Veterans Resource Center	15,308	
12-1732-648000-19725-3315	OASDHI - Non-Instructional : Veterans Resource Cent	8,260	
12-1732-648000-19725-3325	Medicare - Non-Instructional : Veterans Resource Ce	1,932	
12-1732-648000-19725-3415	H & W - Non-Instructional : Veterans Resource Cente	38,386	
12-1732-648000-19725-3435	H & W - Retiree Fund Non-Inst : Veterans Resource C	1,332	
12-1732-648000-19725-3515	SUI - Non-Instructional : Veterans Resource Center	67	
12-1732-648000-19725-3615	WCI - Non-Instructional : Veterans Resource Center	3,197	
12-1732-648000-19725-3915	Other Benefits - Non-Instruct : Veterans Resource C	3,173	
12-1732-648000-19725-4610	Non-Instructional Supplies : Veterans Resource Cent	1,500	
12-1732-648000-19725-4710	Food and Food Service Supplies : Veterans Resource	1,560	
12-1732-648000-19725-5220	Mileage/Parking Expenses : Veterans Resource Center	437	
12-1732-648000-19725-5940	Reproduction/Printing Expenses : Veterans Resource	500	
<b>Total 1732 - VUBP Yr. 3 SAC</b>		<b>250,000</b>	<b>250,000</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: September 22, 2014
Re: Approval of First Amendment to Sub-Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation (DO-13-1667-01.01) and between RSCCD and NOCCCD – Fullerton College (DO-13-1667-02.01) 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**

Rancho Santiago Community College District's ENGAGE to STEM Project sub-recipients CSU Fullerton Auxiliary Services Cooperation (DO-13-1667-01.01) and NOCCD – Fullerton College (DO-13-1667-02.01) agree that the performance in the funding period of October 1, 2013 through September 30, 2014 be extended through September 30, 2015.

Project Administrator is Micki Bryant. Project Director is Steve Bautista.

**RECOMMENDATION**

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

Fiscal Impact: None	Board Date: September 22, 2014
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 (Year 3)  
TO AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CSU FULLERTON AUXILIARY SERVICES COOPERATION**

THIS FIRST AMENDMENT is entered into the 22<sup>nd</sup> day of September, 2014 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, 2013 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>, 2014, and ending September 30, 2015.

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, 2013 and ending September 30, 2015 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.
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, 2014 are hereby extended to September 30, 2015.

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 22<sup>nd</sup> day of September, 2014.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

CSU FULLERTON  
AUXILIARY SERVICES COOPERATION

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: Frank A. Mumford

Title: Business Operations/Fiscal Services

Title: Executive Director

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

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

**FIRST AMENDMENT (Year 3)  
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 22<sup>nd</sup> day of September, 2014 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, 2013 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>, 2014, and ending September 30, 2015.

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, 2013 and ending September 30, 2015 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.
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, 2014 are hereby extended to September 30, 2015.

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 22<sup>nd</sup> day of September, 2014.

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: September 22, 2014
Re: Approval of Sub-Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation and between RSCCD and NOCCCD – Fullerton College for ENGAGE to STEM Project - Year 4	
Action: Request for Approval	

**BACKGROUND**

Santa Ana College was awarded a five-year United States Department of Education grant 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 consists 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-14-1668-01 CSU Fullerton Auxiliary Services Cooperation - \$262,022

DO-14-1668-02 North Orange County Community College District - \$346,140

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 and enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$608,162	Board Date: September 22, 2014
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 22<sup>nd</sup> day of September, 2014 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, 2014 and ending September 30, 2015 in the amount of \$262,022 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 2014, 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 \$262,022.
- (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: \_\_\_\_\_

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

Name: Peter J. Hardash

Name: Frank A. Mumford

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: Executive Director

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

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

Board

Approval

Date: September 22, 2014

## 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 22<sup>nd</sup> day of September, 2014 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, 2014 and ending September 30, 2015 in the amount of \$346,140 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 2014, 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 \$346,140.
- 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  
Vice Chancellor

Name: Fred Williams  
Vice Chancellor

Title: Business Operations/Fiscal Services

Title: Finance and Facilities

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

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

Board  
Approval

Date: September 22, 2014

## 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**

## Educational Services

To: Board of Trustees	Date: September 22, 2014
Re: Approval of Sub-Agreement between RSCCD and Coast Community College District/Coastline Community College	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded the Small Business Deputy Sector Navigator grant (#13-159-006) from the California Community Colleges Chancellor's Office Division of Workforce & Economic Development. The grant consists of two funding streams that include Deputy Sector Navigator funds (SB 1402 \$200,000) and In-Region Investment funds (SB 1070 \$100,000). The in-region investment funds will be used to assist economic and workforce regional development centers and consortia to improve career-technical education pathways between high schools and community colleges by: increasing the readiness of middle school and high school students for- and access to- postsecondary education; increasing student success in postsecondary education and training; and increasing careers in high-need, high-growth, Small Business sector.

**ANALYSIS**

The enclosed sub-agreement #14-2307-01 between Rancho Santiago Community College District and Coastline Community College is to develop for-credit curricula in Small Business and Entrepreneurship courses for certification and alignment with the state Chancellor's Office *Doing What Matters* DSN Small Business in-region investment project. The sub-agreement performance period is October 1 2014 through December 31, 2014, and the award amount will not exceed \$12,000.

The project administrator is Leila Mozaffari and the project director is Maricela Sandoval.

**RECOMMENDATION**

It is recommended that the Board approve this sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$12,000	Board Date: September 22, 2014
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
*Coast Community College District***

This grant sub-agreement (hereinafter “**Agreement**”) is entered into this 22<sup>nd</sup> day of September 2014, between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Coast Community College District on behalf of *Coastline Community College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Deputy Sector Navigator Small Business – SB1070” grant #13-159-006 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to disseminate funds to community colleges for them to prepare and implement small business and entrepreneurship curriculum projects at community colleges in alignment with high school pathways; and

WHEREAS, **SUBCONTRACTOR** 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 **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

**ARTICLE I**

1. **Statement of Work**

**SUBCONTRACTOR** agrees to complete a project under the DSN Small Business in-region investment program, as described in the attached Statement of Work, Exhibit A.

**SUBCONTRACTOR** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from October 1, 2014, through December 31, 2014.

3. **Total Cost**

The total cost to **RSCCD** for performance of this Agreement shall not exceed \$12,000 USD.

4. **Payment**

Total cost will be paid upon receipt of a detailed final invoice requesting payment with appropriate back-up documentation, as required by **RSCCD**, and the Project Director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all activities and outcomes described in the

Statement of Work, Exhibit A. Submit invoice(s) referencing the Agreement contract number (refer to footer) to the following address:

Rancho Santiago Community College District  
ATTN: Accounting Department  
2323 North Broadway, 4<sup>th</sup> Floor  
Santa Ana, CA 92706

5. Reporting

**SUBCONTRACTOR** is required to complete and submit deliverables related to this Agreement to the Project Director via email by **January 31, 2015**, which will address the Leading Indicators listed below. See Exhibit A for a detailed description of the deliverables.

Leading Indicators of curriculum alignment to labor market needs

- LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market
- LI 7. Integration of small business creation and/or exporting modules into for-credit curriculum in other disciplines

Further, the proposed project described in Exhibit A will impact Student Momentum Point 17, as described below. Through this agreement, the SUBCONTRACTOR agrees to provide enrollment and completion data for the courses developed through the proposed project, annually upon request, for the duration of the DSN Small Business grant.

Student momentum points - Community College Cluster

- MP 17. Completed a non-CCCCO-approved certificate – credit-based (Collect student SSN, CTE Program (TOP Code), Certificate title, Sector, Community College Name, Region, Previous educational level (A.A., B.S., etc.).

6. Curriculum Development

If this Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses and programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Agreement must comply with all applicable provisions as defined in the California Code of Regulations, Title 5 subchapters 1 and 2 of chapter 6 of division 6.
- b. The fact that RSCCD has awarded funding through this Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

7. Expenditure of Grant Funds

**SUBCONTRACTOR** agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Time Extensions

**RSCCD** will not be requesting a time extension for Grant activities from the California Community Colleges Chancellor's Office. As a result, **SUBCONTRACTOR** will not be granted an extension. Therefore, **SUBCONTRACTOR** must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, **SUBCONTRACTOR** will only be reimbursed for expenses that are incurred prior to **December 31, 2014**.

9. Independent Contractor

**SUBCONTRACTOR** agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

10. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** 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 **SUBCONTRACTOR** pursuant to this Agreement.

**SUBCONTRACTOR** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

**SUBCONTRACTOR** 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 **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** 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.

11. Record Keeping

**SUBCONTRACTOR** agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

12. Audit

**SUBCONTRACTOR** agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

13. Mutual Indemnification

Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and

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

14. Termination

Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

15. Notices

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: Maricela Sandoval – DSN Small Business  
Rancho Santiago Community College District  
2323 North Broadway, Ste. 201  
Santa Ana, CA 92706-1640  
[sandoval\\_maricela@rsccd.edu](mailto:sandoval_maricela@rsccd.edu)  
(714) 564-5533

SUBCONTRACTOR: Coast Community College District  
Dejah Swingle  
Director, Grants & Educational Services  
Coast Community College District  
714-438-4699  
[Dswingle@mail.cccd.edu](mailto:Dswingle@mail.cccd.edu)  
1370 Adams Avenue  
Costa Mesa, CA 92626

Frederick (Rick) Lockwood  
Business & Management Professor  
Coastline Community College  
Garden Grove Center  
(714) 241 6209 ext 17322

[flockwood@mail.cccd.edu](mailto:flockwood@mail.cccd.edu)

12901 Euclid St  
Garden Grove, CA 92840

**ARTICLE II**

**1. Legal Terms and Conditions**

Both **RSCCD** and **SUBCONTRACTOR** will implement the project in accordance with all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 11/2012 and Article II, Rev. 11/2012), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, **RSCCD** may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grants. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of this 22<sup>nd</sup> day of September 2014.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Coast Community  
College District

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

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

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

Board Approval Date: September 22, 2014

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

## EXHIBIT A Scope of Work



Coastline Community College will create for-credit community college curriculum in Small Business and Entrepreneurship in alignment with the *Doing What Matters* Deputy Sector Navigator (DSN) Small Business project. Efforts will include the following:

- A) Curriculum Development: Entrepreneurship Certificate Program in Art
  - a. Develop a curriculum plan that includes curriculum materials, content, and resources for a 9-unit small business/entrepreneurship certificate in Art
  - b. Curriculum content will address:
    - i. Business skills applicable in many areas including graphic design, gallery work, interior design, magazine illustration, sculpture, and clothing design.
    - ii. Alignment with feeder high schools' pathways
    - iii. Business practices of these art fields including:
      - "Soft" Skills
        - Communication Skills
        - Technology
      - Marketing
        - Market research, pricing, advertising, sales, distribution
        - Branding and Niche Marketing
        - Online Presence
        - Social Media
      - "Survival" Finance/Accounting
        - Debt, equity
        - Financial Statements, Accounts Receivable and Accounts Payable
        - Taxes/Record-Keeping
        - Budgeting
      - Launching a Business
        - Business Planning
        - Compliance Issues (licenses, insurance, etc)
        - Legal Issues
        - Management
- B) Curriculum Development: Entrepreneurship Certificate Program in CIS Networking and Security Consulting
  - a. Develop a curriculum plan that includes curriculum materials, content, and resources for a 9-unit small business/entrepreneurship certificate in CIS Networking and Security Consulting
  - b. Curriculum content will address:
    - i. Business skills applicable for careers in computer networking/security consulting and skills needed to operate a computer services organization.
    - ii. Alignment with feeder high schools' pathways
    - iii. Business practices of these computer networking/security fields including:
      - "Soft" Skills

## EXHIBIT A Scope of Work



- Communication Skills
- Technology
- Marketing
  - Market research, pricing, advertising, sales, distribution
  - Branding and Niche Marketing
  - Online Presence
  - Social Media
- “Survival” Finance/Accounting
  - Debt, equity
  - Financial Statements, Accounts Receivable and Accounts Payable
  - Taxes/Record-Keeping
  - Budgeting
- Launching a Business
  - Business Planning
  - Compliance Issues (licenses, insurance, etc)
  - Legal Issues
  - Management

### C) Recruitment & Marketing

- a. Creation of marketing materials to attract students from feeder high schools and Coastline Community College into the Entrepreneurship Certificate Program in Art and Entrepreneurship Certificate Program in CIS Networking and Security Consulting

### D) Products

- a. Create curriculum content, outlines, and resources used to develop the Entrepreneurship Certificate Program in Art and Entrepreneurship Certificate Program in CIS Networking and Security Consulting
- b. Create marketing materials used for recruitment and outreach, including flyers and social media campaign samples

### E) Reporting

- a. Enrollment and completion data reporting will include:
  - i. Leading indicators of curriculum alignment to labor market needs
    - 1. LI 1. Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market
    - 2. LI 7. Integration of small business creation and/or exporting modules into for-credit curriculum in other disciplines
  - ii. Student momentum points - Community College Cluster
    - 1. MP 17. Completed a non-CCCCO-approved certificate – credit-based (Collect student SSN, CTE Program (TOP Code), Certificate title, Sector, Community College Name, Region, Previous educational level (A.A., B.S., etc.).

### F) Deliverables

## EXHIBIT A Scope of Work



- a. Submit curriculum content, outlines and resources used to develop the Entrepreneurship Certificate Program in Art and Entrepreneurship Certificate Program in CIS Networking and Security Consulting
    - i. Submission format will include at least one binder/hard copy product per certificate program created and electronic copy via email or digital storage device
  - b. Submit list of feeder high school pathway programs linked to created curriculum in Entrepreneurship Certificate Program in Art and Entrepreneurship Certificate Program in CIS Networking and Security Consulting
  - c. Submit outlines and resources used for any planned activities including but not limited to business plan competitions
  - d. Submit marketing materials used for recruitment and outreach, including flyers and social media campaign samples Submit deliverables by January 31, 2015:
    - i. curriculum outlines and resources used for seminar sessions planning
    - ii. curriculum outlines and resources used for business plan competition planning
    - iii. marketing materials created for program promotion
  - e. All products resulting from this Agreement shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
  - f. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."
- G) Branding
- a. Display CCCCO *Doing What Matters* logo (provided) on website, brochures, handouts, posters, and all other marketing materials
- H) Staffing and Coordination with RSCCD DSN Small Business Headquarters
- a. Assign a faculty/staff member to coordinate *Doing What Matters* curriculum development efforts at Coastline Community College and report to DSN Small Business Headquarters (RSCCD).
    - i. Coordination activities will include participation in at least one meeting of the Regional Small Business/Entrepreneurship Collaborative in planning of regional curriculum and programmatic efforts.
- I) Timeline
- a. Activities will be conducted from October 1, 2014 through December 31, 2014



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date:	September 22, 2014
Re:	Approval of Agreement with rSmart to Develop a OneCampus Solution		
Action:	Request for Approval		

**BACKGROUND**

The district is challenged with keeping up with the ever-changing pace of technology, especially as it relates to student services. With the growing use of smartphones and app technology, students are seeking ways other than the desktop portal access to access campus services.

**ANALYSIS**

It is proposed that rSmart, a firm that brings community innovations to higher education to help colleges and universities reduce cost, improve productivity and simplify the user experience, be engaged to develop a OneCampus solution for the Rancho Santiago Community College District (RSCCD). rSmart OneCampus is a cloud-based solution that gives students, staff, and faculty one easy place to find and access all campus services such as grades, class schedules, email, and more in one location from any computer or device. In addition it will modernize the user experience with an App Store experience, Google-like search, ratings, and reviews, while analyzing the services being used and satisfaction of the users.

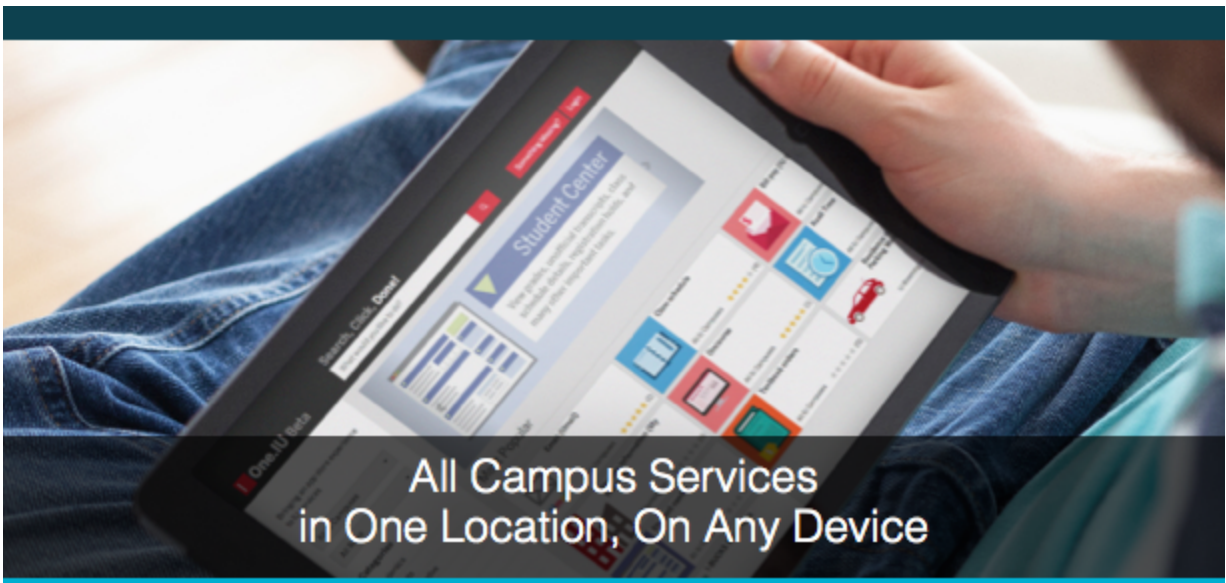
Development of a OneCampus solution for RSCCD will be achieved by entering into a three year agreement with rSmart for a first year fee of \$21,418 (annual fee and one time set up fee) and second and third year annual fee of \$20,318, as outlined in the rSmart Agreement. This work will be coordinated by the Assistant Vice Chancellor Information and Technology Services and the Publications and Electronic Media Manager.

District Office funds will be used to cover the cost of the OneCampus solution.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with rSmart to develop a OneCampus solution as presented.

Fiscal Impact:	\$21,418 year one fee; \$20,318 year two & three fee	Board Date:	September 22, 2014
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		



## **A Post-Portal, Modern Solution to Campus Services**

### OneCampus for Rancho Santiago Community College District

Presented on September 9, 2014

This proposal is valid for 30 days from the date presented

Presented By

Paul Houser

801-913-0556

[phouser@rsmart.com](mailto:phouser@rsmart.com)

## Introduction

Gone are the days of Campus Portals that are decades old and have become so cluttered they're almost unusable. Portals were the early approach to organizing the complexity of campus services. But, with an outdated user experience and new user expectations, born from use of Google, iPhones, and Amazon, students, faculty, and staff want a better way to find and access the growing number of campus services available to them.


## OneCampus Solution Overview

rSmart OneCampus is a modern, cloud-based solution that gives students, staff, and faculty one easy place to find and access all campus services from any computer or device. Simplify access to campus services such as grades, class schedules, email, and more in one location on any device. Modernize the user experience with an App Store experience, Google-like search, ratings, and reviews. And, analyze what services are being used and the satisfaction of your users to facilitate service improvement.




## Key Benefits

- Give students, faculty, and staff an easy and intuitive place to find and access all campus services
- Consolidate multiple portals and mobile frameworks into one platform that users can access on any device
- Distribute service publication to departments and service owners, minimizing IT burden
- Improve individual campus services by providing direct user feedback to service owners
- Easily connect campus services to OneCampus and deploy in days




**Simplify...**

Access to all campus services in one location on any device



**Modernize...**

With an App Store experience, Google-like search, ratings, and reviews



**Analyze...**

What services are being used and the satisfaction of your users

## What You Get

OneCampus is tailor-made for higher education and delivered in the cloud to simplify setup and management. With rSmart OneCampus, you get:

### User Features

- **Google-like Search:** Search all campus services. Filter searches by campus and/or role, such as student, faculty, or staff. As users start typing a search, suggestions appear based on what's been entered.
- **Category Browsing:** Browse campus services by category. Categories can be defined by the institution administrator.
- **Ratings and Reviews:** Review and rate campus services.
- **Personal Preferences:** Set preferences for your primary campus. This preference persists across browsing, searching, and devices.

### Administration Features

- **Institution-Specific Look and Feel:** Change OneCampus' appearance to match your institution's look and feel. Add logos, header, footer, colors, and style sheet.
- **Multi-Campus Support:** Manage campus services for multiple campuses in one website. Users can filter by individual campuses or all campuses.
- **Simple Configuration:** Define browsing categories, add publishers, set featured services, and more through an easy-to-use administrative console.
- **Distributed Publishing:** Add publishers that can create or edit campus services (or Tasks). An approval workflow can be established to require central approval before a new task goes live.

### Publishing Features

- **Service Management:** Add and manage new campus services by connecting to service URLs. Add descriptions, screenshots, videos, and more.
- **Search Engine Optimization:** Add search engine titles and descriptions so each service can be easily found in commodity search engines.
- **Featured Tasks:** Set tasks to be featured on a recurring or one-time basis.
- **Comments and Feedback:** View service ratings, reviews, and feedback.
- **Comment and User Control:** Deactivate comments that have been flagged as inappropriate by other users. Publishers can also prohibit specific users who may have been flagged for inappropriate comments.

### Services

- **Cloud Delivery and Activation:** Quickly deploy and activate your environment in our cloud including Production and Test tenants. We provide a 99.9% uptime guarantee along with highly reliable services that include disaster recovery.
- **Site Setup and Administrator Training:** Get 3 hours of web-based setup and administrator training. rSmart will also provide proactive 30 and 60 day outreach to ensure your success.
- **Customer Care and Free Upgrades:** Get ongoing delivery of your OneCampus cloud application, 24/7 administrator support, and free upgrades.

## About rSmart

rSmart brings community innovations to all of higher education to help colleges and universities reduce cost, improve productivity, and simplify the user experience. We deliver those innovations in the cloud with enhancements, expertise, and support for enterprise scalability.

In 2013, Indiana University developed One.IU as a way for students, staff, and faculty to quickly find and access university services such as grades, class schedules, and email in a marketplace format. It was designed with a modern user experience, core search functionality similar to Google and other popular search engines, and user-rating features similar to an app store. Since its deployment at IU, access to more than 200 apps has been dramatically streamlined for 130,000 users across eight campuses. In July 2014, rSmart partnered with Indiana University to make this innovation available to all higher education institutions.

## rSmart OneCampus Service Validators

The OneCampus service is currently going through service validation with the Internet2 NET+ initiative. Internet2 is creating a unified, integrated portfolio of cloud and trusted solutions, blending both commercial services and community offerings, so that higher ed leaders have a dynamic and tailored technology toolkit to address new needs and challenges head-on.

# Internet2 NET+



  
**INDIANA UNIVERSITY**

Over 300 campus  
services available to  
130,000+ users.

# rSmart Experience



# Service Schedule and Pricing

## Standard SaaS Subscription and Support Fees

Price Tier	FTE Range <i>Includes faculty, students, staff</i>	Annual Fees <sup>1</sup>
Tier 5	15,001 - 30,000	\$22,575
	<b>Early Adopter Discount</b>	(\$2,257)
	<b>Total</b>	\$20,318

## Optional Services

Service Description	One Time Fees
High-Touch Service Launch	\$1,100
<b>Total</b>	<b>\$1,100</b>

## Pricing Summary

	2014	2015	2016
Annual Fees	\$22,575	\$22,575	\$22,575
One Time Fees	\$1,100		
<b>Discount Amount (\$)</b>	(\$2,257)	(\$2,257)	(\$2,257)
<b>Total</b>	<b>\$21,418</b>	<b>\$20,318</b>	<b>\$20,318</b>

# Agreement

Effective Date: September 30, 2014

Term: September 30, 2014 - September 29, 2016

Customer Name: Rancho Santiago Community College District

Address: 2323 N. Broadway  
Santa Ana, CA 92706

Contact Person: Dean Hopkins

Telephone: 714-480-7319

Email: hopkins\_dean@rsccd.edu

Billing Contact Person: Debra Gerard

Telephone: 714-480-7450

Email: gerard\_debra@rsccd.edu

The parties have signed below to indicate their acceptance of the terms of this Agreement:

**rSmart**

**Rancho Santiago Community College District**

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

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

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

Name: Raul Rodriguez, Ph.D.

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

Title: Chancellor

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

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



## Statement of Work

rSmart will activate OneCampus in its open source cloud environment. Activation includes two tenants of OneCampus, Production and Test. In addition, we will provide a remarkable onboarding experience to help you quickly benefit from OneCampus.

### Onboarding Services

In order to help you successfully get started with OneCampus, rSmart will provide the following:

#### Standard One-Time Services

- OneCampus activated - rSmart activates your OneCampus solution which includes a Production and Test tenant
- Integrated with your campus authentication system - rSmart will help integrate your campus-based Shibboleth or InCommon federated authentication system into OneCampus. If your campus does not use Shibboleth, rSmart will create a SaaS Shibboleth connector for your alternate (LDAP, AD, CAS) campus authentication system.
- Institution site set-up and Administrator Training - rSmart will conduct a 2 to 3 hour web-based site set-up and administrator training with your institutions application administrator.
- Customer Care Orientation - rSmart will conduct a web-based orientation to our Customer Care service

#### Check-In

An rSmart Customer Care representative will check-in with your institution's OneCampus administrator at 30 and 60 days from launch to review your progress and provide pro-active deployment support.

## Optional Services

The following High-Touch Service Launch services are optional available based on your needs.

### High-Touch Service Launch

- **Institutional Site Set-Up:** rSmart will walk through each site set-up option with the institution's site administrator and assist with the configuration of each site item.
- **Marketplaces, Categories, Publishers and Roles:** rSmart will assist with the creation of up to 10 each of Marketplaces, Categories, Publishers and Roles for your institution.
- **Header and Footer:** rSmart will configure your institutions header and footer using institution-supplied graphics in the proper format.
- **Tasks:** rSmart will configure up to 10 tasks for your institution including up to 5 deep-linked tasks.

# SaaS Service Level Agreement

effective September 1, 2014

**This SaaS Service Level Agreement** (“SLA”) is incorporated by reference into the Master Services Agreement (“Agreement”).

For purposes of this SLA, the term “Application Services” will mean, collectively, the following software programs provided by us on a “software as a service” (SaaS) basis: **(i)** the Quali Financial System; **(ii)** Quali COEUS Research Administration; **(iii)** Quali Rice Middleware; and **(iv)** OneCampus.

Capitalized terms used in this SLA and not defined in the text are defined below under “Definitions.”

## Application Services.

### Service Availability Commitment.

Subject to your performance under the Agreement, including without limitation the timely payment of Fees, we will use our commercially reasonable efforts to make Application Services available for use by you and End Users at least ninety-nine and nine-tenths percent (99.9%) of the time in any calendar month, exclusive of Scheduled Downtime. In any month where Application Services are not available for use by you and your End Users as provided above, you will be eligible to receive a reduction in price of the otherwise applicable Fees for Services for the immediately following month (“Service Credits”) as provided in this SLA.

### You Own Your Data.

We just make it easy for you to collect, use, and share with individuals you designate. Upon request, and no more than once per subscription year, we will provide a copy of your data to you at no additional charge. Additional copies may require an additional service fee.

### Standard Data Protection and Archive Retention.

If we have agreed to provide “Standard Data Protection and Archive Retention” pursuant to the corresponding Proposal, then subject to your performance under the Agreement, including without limitation the timely payment of Fees, we will: **(i)** mirror your production data, no less than one (1) time each day, within our primary data center; and **(ii)** archive your production data for seven (7) days within our primary data center.

## **Basic Disaster Recovery Protection.**

We will: **(i)** mirror your production data, no less than once a day, to a cloud storage service that is geographically remote from our primary data center; and **(ii)** upon the occurrence of a Disaster, use reasonable business effort to provide a production operating environment for your application as soon as possible.

## **Optional Service Level Additions.**

If we have agreed to provide “Optional Service Level Additions” pursuant to the corresponding Proposal, then subject to your performance under the Agreement, including without limitation the timely payment of Fees, we will: **(i)** provide the “Standard Data Protection and Archive Retention” services described above; and also **(ii)** provide the following optional Services as described in the corresponding Proposal.

### **Business Continuity Protection.**

We will: **(i)** mirror your application and corresponding data, no less frequently than one (1) time each day, to a cloud storage service that is geographically remote from our primary data center; **(ii)** perform calendar quarterly tests to restore and validate your remotely mirrored production data on your remote application environment; and **(iii)** upon the occurrence of a Disaster, provide a production operating environment for your application within twenty-four (24) hours after the disaster event.

### **Advanced Archive Retention.**

We will archive your data, one (1) time each week within a fifty-two (52) week window, to a cloud storage service that is geographically remote from our primary data center.

The advanced archive retention service includes one data restore from the archived data, to a temporary application environment. Additional restoration services require a separate services agreement.

## **General Provisions.**

We may update this SLA from time to time and we will notify you of those updates promptly. Any such updates will become effective upon our giving you such notice.

**Term of Applications Services.** We will provide the Application Services described in this SLA

during the Term of the Agreement and will have no obligation to provide Application Services after the expiration or termination of such Agreement unless expressly provided in the Agreement.

**Service Credits.** In order to receive Service Credits, you must notify us within thirty (30) days from the time you become eligible to receive a Service Credit. Failure to comply with this requirement will forfeit your right to receive a Service Credit.

**Maximum Service Credits.** The aggregate maximum number of Service Credits to be issued by us to you for all Unscheduled Downtime that occurs in a single calendar month will not exceed fifteen days (15) days of Service to be credited against Fees otherwise due during the immediately following month. Service Credits may not be exchanged for, or converted to, monetary amounts.

## Definitions

For the purpose of this SLA, the capitalized terms below will have the following meanings:

**“Disaster”** means an event that causes a disruption of operational capabilities that renders your production Application Services unusable for a 24 hour period.

**“Monthly Up-Time”** means the total number of minutes in a calendar month minus the number of minutes of Scheduled Downtime, minus the number of minutes of Unscheduled Downtime in a calendar month, divided by the total number of minutes in a calendar month.

**“Scheduled Downtime”** means periods of time Application Services will be unavailable to you for routine maintenance.

**“Service Credits”** means:

Monthly Uptime Percentage	Days of Service Credit Applied to Immediately Following Month
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

**“Unscheduled Downtime”** means any period during which the Application Services are unavailable to you other than Scheduled Downtime.

# Support Services Guidelines

effective September 1, 2014

The following support services guidelines ("Guidelines") are incorporated by reference into the Master Services Agreement ("Agreement").

For purposes of these Guidelines, the term "Application Services" will mean, collectively, the following software programs provided by us on a "software as a service" basis: (i) the Quali Financial System; (ii) Quali Coeus Research Administration; (iii) Quali People Management for the Enterprise; (iv) Quali Student; (v) Quali Rice Middleware, and (vi) OneCampus.

Capitalized terms used in these Guidelines and not defined in the text are defined below under "Definitions."

## Use of rSmart Support Services

### Our Responsibilities

We will use commercially reasonable efforts to: (i) provide our Support Services as described in these Guidelines for You 24 hours a day, 7 days a week, 365 days a year; (ii) respond to Your Requests within the target response times; (iii) keep rSmart Application Services up to date; (iv) and provide current and relevant online self-help tools for End Users and administrators.

### Your Responsibilities

You shall (i) be responsible for End Users' compliance with the Agreement, (ii) use reasonable efforts to fix any error, configuration problem, malfunction, or network connectivity issue without escalation to rSmart, (iii) and work collaboratively with rSmart Support Staff to resolve Requests by providing timely responses to inquiries from rSmart Support Staff.

### We will not be able to resolve all Requests

We do try, but we will not be able to provide answers to, or resolve all Requests.

### Services Not Provided as part of our Support Services

Some services are not provided as part of our Support Services and may require a separate Work Order. Examples include:

- Migration issues

- Requests for integration with 3rd party capabilities & services
- Improper usage of the Application Services
- Unsupported changes to the database or configuration
- Provision of patches to resolve non Urgent issues
- Assistance with understanding data relationships as presented in the database schema documentation in order to write or format queries
- Non-supported 3rd party tools used with Application Services
- Issues arising with products hosted by a third party unless optional support identified in the Agreement
- Issues known by Us not to be related to the rSmart Application itself
- For Application Services not delivered as a Software as a Service solution
  - Improper installation and configuration of operating system components
  - Improper hardware configuration for size of deployment
  - Hardware problems
  - Server operating system problems
- Any data or file restoration that requires accessing back up databases or file systems will be evaluated on a case by case basis.

## Customer's Designated Representatives

You may designate up to five (5) individuals for the purposes of Requesting support, and may designate substitute personnel by providing Us notice. These Designated Representatives should be staff members that have been trained as rSmart Application Service administrators.

Your Designated Representatives are managed in rSmart's support portal and will have the ability to initiate support Requests as described in these guidelines.

## Support Requests

**You can contact Us with a Request for support 24/7/365** through the rSmart Support Network (RSN) portal, or by emailing [support@rsmart.com](mailto:support@rsmart.com), and by phone during rSmart Support Business Hours. Each Request submitted by email or through our online support portal will generate a unique Support Case. If You initiate the Request by phone we will create the Support Case on Your behalf. You will receive an acknowledgement immediately, and can monitor progress through RSN. Once a Support Case has been initiated, You can provide updates and additional information via email.

**You designate the priority on each Request.** Upon receiving a Request from Your Designated Representative, We will begin evaluating the Request and will respond within the target response time for the designated priority level. We reserve the right to reclassify the Priority designation of a Request if We believe that the designation is incorrect. We will inform

You of any change, and you may appeal any reclassification.

**Our Target Initial Response Times depend on the designated Priority of a Request.**

Urgent priority support Requests are responded to with a target initial response time of 30 minutes and are responded to 24 x 7 x 365. High priority support Requests are responded to with a target initial response time of one hour. Normal and Low Priority support Requests are responded to during rSmart Support Business Hours. High Priority support Requests will be responded to with an initial target response time of 1 hour or less.

**Our approach to Resolution depends on the designated Priority of a Request.** We will use every commercially reasonable means to resolve Service Unusable (Urgent) Requests as quickly as possible and will keep you informed every 30 minutes until the Service has been restored unless You agree to lesser frequency. For High, Normal and Low Priority support Requests we will use a commercially reasonable effort until the Request is resolved.

**You can make Feature Requests of Us.** If rSmart deems a Request as a Feature Request, We will add the Request to Our product backlog to prioritize for consideration in a future update or release of the rSmart Application or rSmart Application Services and will consider the Request as resolved. rSmart is not obligated to include any such Feature Request in future updates or releases.

**We provide Support for Your End Users** solely through self help mechanisms such as the RSN Knowledgebase, Online Help Systems, and Community Forums which are accessible at [support.rsmart.com](http://support.rsmart.com) , or such URL as rSmart may provide. You are responsible for responding to any questions and requests by End Users or other third parties relating to Your use, or Your End Users' use of the Services, with such support services to be provided at Your own expense.

## General Provisions

**rSmart may update these guidelines from time to time** and we will notify You any time we make a change.

To ensure optimal performance of the rSmart Application Services, rSmart reserves a period of time each month to conduct routine maintenance. Our current maintenance window schedule can be found here:

[support.rsmart.com](http://support.rsmart.com)

In most cases, Maintenance will have limited or no negative impact on the availability and functionality of the Services. If rSmart expects planned Maintenance to negatively affect the availability or functionality of the Services, rSmart will use commercially reasonable efforts to provide at least seven days advance notice of the Maintenance. In addition, rSmart may perform emergency unscheduled Maintenance at any time. If rSmart expects such emergency

unscheduled Maintenance to negatively affect the availability or functionality of the Services, rSmart will use commercially reasonable efforts to provide advance notice of such Maintenance.

There will always be a need for routine updates. If you report a bug that requires code modification to resolve, that fix will be included in a future product release. When the release becomes generally available your Application Services will need to be upgraded.

**We will provide all support in the English language.**

**Term of Support.** rSmart will provide the support services described in these Guidelines during the Term of the Agreement and will have no obligation to provide any Support Services to you after the expiration or termination of the Agreement.

## Definitions.

For the purpose of these Guidelines, the capitalized terms below will have the following meanings:

**"Designated Representative"** means designated customer administrators and support representatives.

**"End User"** will mean any of your faculty members, students, staff, employees or agents whom you have authorized to access and use the Services on your behalf in accordance with this Agreement.

**"Feature Request"** means a Request by a Customer Contact to incorporate a new feature or enhance an existing feature of the rSmart Application or rSmart Application Services that is currently not available.

**"Major Release"** means a 2 digit release x.x. A major release will include changes to existing functionality and/or new functionality and may also contain bug fixes. In some major releases supported platform/system requirements may be updated and are not guaranteed to be backwards compatible.

**"rSmart Support Staff"** mean the rSmart representatives responsible for handling Requests.

**"Priority"** means the classification of a Customer's Request and is used to establish target response times. rSmart Priority levels are:

- Urgent – Service Unusable
- High – Service Severely Impaired
- Normal – Service Partially Impaired
- Low – Service Fully Usable



**"Request"** means a request from Customer to rSmart Support Personnel for technical support to resolve a question or problem report regarding the rSmart Application or rSmart Application Services.

**"rSmart Support Business Hours"** means the standard hours of operation for rSmart support staff, excluding weekends and holidays as documented at: [support.rsmart.com](http://support.rsmart.com)

**"Service Unusable"** is any situation where Customer is unable to access or use the Services for the majority of its End Users. Customer must identify a Request as Service Unusable by designating it as an Urgent Priority support Request.

**"Standard Request"** means a Request made by Customer to rSmart that is not a Service Unusable Request or Feature Request.

**"Support Incident"** means a single request for assistance to resolve one Request.

**"Support Services"** means our normal provision of advice, direction and support via telephone and email regarding Application Services and which shall be provided in the English language.

## Master Services Agreement

This Agreement is entered into by and between The rSmart Group, Inc., located at 1375 N. Scottsdale Road, Suite 480, Scottsdale, Arizona 85257 (“we,” “us,” “our” or “ours”) and the “Client” identified in the Proposal (“you,” “your” or “yours”). This Agreement consists of the terms and conditions contained in this agreement and the rSmart SaaS Service Level Agreement, Support Services Guidelines, Proposal, Service Description or other documents incorporated herein by reference, collectively the “Agreement.”

### 1. The Services

You have asked us to provide certain Consulting Services, Support Services and/or SaaS Services, collectively the “Service(s)”. We will provide these Services according to the information you provided and options you selected, as identified in the Proposal. The Services will be provided according to this Agreement and the then-current versions of the following:

1. rSmart SaaS Service Level Agreement
2. Support Services Guidelines
3. Proposal

### 2. Consulting Services

To the extent the solution you’ve selected calls for Consulting Services, the following terms and conditions in this section apply.

2.1 Work Orders. From time to time during the Term of this Agreement, the parties may enter into certain written Work Orders, which shall describe Consulting Services to be carried out by us, the specifications for such Consulting Services, and the timing and payment of the Fees by you. Each such Work Order shall be signed by the parties, and hereby incorporates by reference all the terms of this Agreement. In consideration of your performance hereunder including the timely payment to us of the Fees, we agree to use our commercially reasonable efforts to complete each Work Order. The manner and means by which we choose to complete Work Orders shall be at our sole discretion and control.

2.2 Delivery and Sign-Off. Upon our completion of Consulting Services we will present to you our completed work along with a sign-off document that includes a written overview of our work and how that work meets the specifications detailed in the Work Order. You will have 5-business days from the time you receive the sign-off document to verify that we have delivered the agreed upon Consulting Services or to identify deficiencies and provide us with written notice of those deficiencies. If we do not receive written notice of any deficiencies within the 5-business day period the Work Order will be deemed accepted and completed. In the event you provide us with timely notice of deficiencies we will cooperate with you to evaluate the Work Order and determine the best approach for achieving a mutually satisfactory result.

2.3 Modifications to Work Orders. In the event that it becomes desirable or necessary to modify any Work Order at any time during the performance thereof, the modification shall be agreed to in writing, signed by both parties, as an amendment to the Work

Order and shall specify the details of the modifications to be made and any changes to Consulting Fees.

### 3. Support Services

To the extent the solution you've selected calls for Support Services, then we will provide such services as described in the Support Services Guidelines.

### 4. SaaS Services

To the extent the solution you've selected calls for SaaS Services, the following terms and conditions in this section apply along with the terms and conditions of rSmart SaaS Service Level Agreement.

#### 4.1 Your Responsibilities.

(a) **Data and Usage.** You shall (i) be responsible for End Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which you acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the Agreement and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than End Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

(b) **Usage Limitations.** Services may be subject to other limitations, including but not limited to, limits on disk storage space, on the number of End Users, etc. The specifics of these limitations are described in the business terms of your Proposal. These limitations may be extended as required by amendment to this Agreement.

(c) **Your accounts are your responsibility.** The Service allows you to set up accounts for use by your institution. You are responsible for all activity occurring via these accounts. You should ensure that all passwords for your accounts are kept confidential, because you will be responsible for any unauthorized use. You must also ensure that your accounts are not used in any way contrary to the rSmart SaaS Service Level Agreement or in any way that is contrary to law.

#### 4.2 Our Responsibilities.

(a) **Service Levels.** We will provide SaaS Services to you in accordance with the rSmart SaaS Service Level Agreement and support you in accordance with the Support Service Guidelines.

(b) Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law or as expressly permitted in writing by you, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at your request in connection with customer support matters.

(c) FERPA. The parties acknowledge that (a) your Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (b) to the extent that your Data includes FERPA Records, we will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

(d) Your data and trademarks belong to you. Any data that you provide to us may be used by us to provide the Services, and that data shall be treated as Confidential Information. rSmart may also display your trademarks or logos (in the form provided by you) on a customer reference page or otherwise to provide the Service. This Agreement does not assign or transfer any intellectual property right to or from you or us.

(e) rSmart is not responsible for user activity. The Service allows you to communicate with your End Users or other users of the Service. You acknowledge that we will have no liability, obligation or responsibility for any such communication and interaction. You acknowledge that we have the right to exclude certain End Users from use of the Service, based on the rSmart SaaS Service Level Agreement, Support Services Guidelines or any other reasonable determination that such End User's use of the Service is inappropriate or likely to cause liability to us. However, we are not responsible for End Users' behavior, whether or not we exercise that right.

## 5. Term & Termination

5.1 Term. This Agreement will commence on the Effective Date and shall continue in effect until the termination of this Agreement by either party as herein below provided.

5.2 Termination for Cause. Either party may terminate this Agreement for the material breach of the other party which breach has remained uncured for thirty (30) days following written notice to the breaching party.

5.3 Auto Renewal of SaaS & Support Services. At the end of the Initial SaaS & Support Term and each renewal term, the SaaS & Support Services will automatically renew for an additional term of twelve (12) months at our then current rates. If either party does not want the SaaS & Support Services to renew, then it must notify the other party in writing at least 60 days prior to the end of the then current term. This notice of non-renewal will be effective upon the conclusion of the then current term.

### 5.4 SaaS Services

(a) Termination Assistance for SaaS Services. In the event of any expiration or termination of this Agreement and complete and full payment of all outstanding invoices and amounts due to us by you, we shall: (i) continue to

provide the Services for to ninety (90) days; and (ii) cooperate with you to facilitate the transfer of Your Data to you. You shall pay us for all the foregoing transition services at our then-prevailing rates.

(b) **Effects of Termination of SaaS Services.** If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); after a commercially reasonable period of time, we will delete Your Data; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

#### 5.5 Consulting Services

(a) **Termination of Consulting Services for Convenience.** Either party may terminate the Consulting Services of this Agreement without cause upon notice at any time there is no Work Order in effect.

(b) **Termination for Cause.** Either party may terminate this Agreement for the material breach of the other party which breach has remained uncured for thirty (30) days following written notice to the breaching party.

(c) **Effects of Termination of Consulting Services.** In the event of any expiration or termination of this Agreement, all unpaid Consulting Services Fees under any Work Order shall immediately become due and payable.

## 6. Fees & Payment

You shall pay us the Fees as described in the Work Order or Proposal no later than thirty (30) days after the date of the corresponding invoices submitted by us. Any late payment of Fees may, at our option, be treated as a material breach of this Agreement and shall in all cases bear interest at a rate of one and one-half percent (1.5%) for each month or partial month during which Fees were owed and unpaid, or the highest rate allowed by law, whichever is lower. You shall be responsible for, shall pay when due, and shall indemnify us against, all taxes or similar government payments due in connection with this Agreement, except for taxes on our net income.

6.1 **Expenses.** You shall reimburse us for all reasonable out-of-pocket expenses which are incurred by us in the performance of this Agreement, including but not limited to travel and lodging expenses and material and supply costs, within thirty (30) days after your receipt of expense statements including appropriate receipts or other evidence of the expense.

6.2 **Invoicing.** We shall invoice you as often as every two weeks for Fees and expenses in connection with the performance this Agreement.

## 7. Disclaimer, Limitation of Liability, Indemnity

You should carefully assess the risks inherent in the use of a Service like ours. We are here to deliver a Service that meets or exceeds the standards set forth in this agreement. However, you use the Service entirely at your own risk.

7.1 **Disclaimer.** THE SERVICES AND ANY OTHER ITEMS AND SERVICES HEREUNDER ARE PROVIDED STRICTLY "AS IS," AND WE MAKE NO WARRANTIES,

EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY AS TO ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED.

7.2 Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR CUMULATIVE LIABILITY HEREUNDER EXCEED THE GREATER OF ALL FEES ALREADY PAID TO US AS OF THE DATE OF THE ASSIGNMENT OF SUCH LIABILITY OR TEN THOUSAND DOLLARS (\$10,000.00).

7.3 Indemnity By Us. We shall at all times during and after the Term fully indemnify, defend and hold harmless you and your subsidiaries, agents, officers and employees (the "Your Indemnified Parties"), from and against any and all claims, demands, threats, suits or proceedings, including, without limitation associated attorneys' fees and court costs, settlement amounts and judgments (collectively, "Claims") which arise out of, relate to, or are based on: (a) any infringement of any U.S. patent, copyright or trademark by the Services as developed and delivered by us; or (b) any violation by us of any laws, rules, or regulations. You hereby agree to give us prompt, written notice of each such Claim, and to cooperate with us, and to secure the cooperation of Your Indemnified Parties, regarding our defense or settlement of each such Claim. You may participate in the defense or settlement thereof through counsel of our own choosing at your expense.

7.4 Indemnity By You. You shall at all times during and after the Term fully indemnify, defend and hold harmless us and our subsidiaries, agents, officers and employees (the "Our Indemnified Parties"), from and against any and all Claims which arise out of, relate to, or are based on: (a) any infringement of any U.S. patent, copyright or trademark or the defamation or invasion of privacy of any third party by Client Materials as delivered by you; or (b) any violation by you of any laws, rules, or regulations. We hereby agree to give you prompt, written notice of each such Claim, and to cooperate with you, and to secure the cooperation of Our Indemnified Parties, regarding your defense or settlement of each such Claim. We may participate in the defense or settlement thereof through counsel of our own choosing at our expense.

7.5 Sole Remedy. The parties understand and agree that the remedies provided in this section are each party's sole remedy for any infringement of third party rights. Without limiting the generality of the foregoing, you understand and agree that we shall have no obligations with respect to third party software.

## 8. Confidential Information

8.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to

know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

8.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

8.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

## 9. Intellectual Property Rights

9.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, you own all Intellectual Property Rights in Your Data, and we own all Intellectual Property Rights in the Services.

## 10. Your Data and Trademarks

10.1 Your data and trademarks belong to you. Any data that you provide to us may be used by us to provide the Services, and that data shall be treated as Confidential Information. rSmart may also display your trademarks or logos (in the form provided by you) on a customer reference page or otherwise to provide the Service. This Agreement does not assign or transfer any intellectual property right to or from you or us.

## 11. Dispute Resolution

11.1 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of Arizona without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.2 Arbitration. Any dispute between the parties regarding this Agreement shall be resolved through binding arbitration as follows:

- (a) Selection. A single arbitrator engaged in the practice of law, who is knowledgeable about the open source software industry, shall conduct the arbitration under the then-current Commercial Dispute Resolution Rules of the American Arbitration Association ("AAA"). The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA. The arbitration shall be conducted in Phoenix, Arizona, and shall

commence when one party serves the other party with a written demand to arbitrate.

(b) Discovery. There shall be reasonable discovery allowed pursuant to the otherwise applicable rules of evidence. The arbitrator shall only have the authority to award compensatory damages and shall not have the authority to award punitive damages, other non-compensatory damages, or any other kind of relief. Written reasons for the arbitrator's decision shall be complete and explicit and provided to the parties, but limited to only those issues necessary to support the award. The written reasons shall include the basis for any damages awarded and a statement of how the damages were calculated. Each party shall bear its own costs and attorney's fees of any arbitration. The arbitrator shall assess his costs, fees and expenses against the party losing the arbitration proceeding, unless the arbitrator states in the decision that neither party is the clear loser, in which case the arbitrator shall divide his fees, costs and expenses equally between the parties. The arbitrator's decision and award shall be final and binding, and judgment upon the award may be entered in any court having competent jurisdiction. Any duty to arbitrate under this PSA shall remain in effect and enforceable after any expiration or termination of this PSA for any reason.

(c) Forum. Subject to this section ("Arbitration"), all disputes arising under this Agreement shall be brought in the State and Federal Courts located in Phoenix, Arizona, and each part hereby consents to the personal jurisdiction of such courts.

## 12. General

12.1 Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.

12.2 Successors and Assigns. This Agreement and your rights, duties and obligations hereunder are personal to you and may not be assigned, delegated, or otherwise transferred by you, or by operation of law, without our prior, written consent; provided. We may assign, transfer, delegate or grant all or any part of our rights pursuant to this Agreement to any person or entity upon notice. The parties' rights and obligations shall bind and inure to the benefit of their respective permitted successors, heirs, executors and administrators and permitted assigns.

12.3 Attorneys' Fees. If any legal action is brought to construe or enforce any provision of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and court costs in addition to any other relief it may receive.

12.4 Independent Contractors. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is



intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party.

12.5 Notice. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified on the first page of this Agreement or at such other address as the party shall specify in writing. Such notice shall be deemed given if sent by certified mail, return receipt requested, by hand delivery or by FedEx or other reputable overnight delivery service.

12.6 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

12.7 Employees. During the Agreement Term and for a period of two (2) years thereafter, each party agrees not to directly solicit or induce any employee or independent contractor of the other party to terminate or breach an employment, contractor or other relationship with such other party.

12.8 Entire Agreement. This Agreement, including the Exhibits attached and links to other documents hereto, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement, and may be modified only by a writing signed by both parties. Any purported oral modification of this Agreement shall have no effect.

12.9 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

## 13. Definitions

13.1 "AAA" shall have the meaning assigned to it in Subsection 10.2.a

13.2 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

13.3 "Agreement" consists of the terms and conditions contained in this agreement and any Service Level Agreement, Service Description or other documents incorporated herein by reference such as, the Proposal, Service Level Agreement and Support Services Guidelines.

13.4 "Consulting Services" shall mean any installation, integration, configuration, consulting or development work to be carried out by us, and described in a corresponding Work Order.

13.5 "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Your Data is Confidential Information.

13.6 "Effective Date" shall have the meaning assigned to it in the first page of this Agreement.

13.7 "End User(s)" shall mean your faculty member, student, staff, employee or agent whom have authorized to access and use the Services on your behalf in accordance with this Agreement.

13.8 "Fee(s)" shall mean each amount payable by you to us.

13.9 "FERPA" means the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time.

13.10 "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

13.11 "Our Indemnified Parties" shall have the meaning assigned in Subsection 7.

13.12 "SaaS Services" means collectively the web, hosting and data services provided under the Services Level Agreement.

13.13 "Service(s)" means the Applications for Education Services provided by us and used by you under this Agreement. The Services are further described here: rSmart SaaS Service Level Agreement, Support Services Guidelines, and Proposal.

13.14 "Specifications" shall mean those specifications for services described as such in a Work Order.

13.15 "Support Services" means collectively the services and technology related to application delivery and support provided under the Support Services Guidelines and rSmart SaaS Services Level Agreement.

13.16 "Term" means the term of this Agreement, which begins on the Effective Date and continues until the earlier of: (a) the end of the applicable term for all of the Services or (b) the Agreement is terminated as set forth herein.

13.17 "Work Order" shall have the meaning assigned to it in Subsection 2.1 ("Work Orders").

13.18 "Your Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users or any other information that you provide us.

13.19 "Your Indemnified Parties" shall have the meaning assigned in Subsection 7.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES**

To: Board of Trustees	Date: September 22, 2014
Re: Adoption of Revised Board Policies	
Action: Request for Approval	

**BACKGROUND**

The Board Policy Committee met on August 28, 2014 and reviewed recommendations for revisions to existing policies. One obsolete policy was recommended for deletion. These policies were presented to the Board for First Reading on September 8, 2014 and are now presented for adoption.

**ANALYSIS**

The District subscribes to the Policy and Procedure Services of the Community College League of California (CCLC). This service provides district's with model board policies which comply with state law, Title 5 regulations and address the relevant accreditation standards. The CCLC system for numbering and organizing these policies is different than the current RSCCD system. The Board Policy Committee is recommending that our policies be updated and revised to conform to the CCLC model structure.

**RECOMMENDATION**

It is recommended that the Board adopt the revisions to these policies.

Fiscal Impact: None	Board Date: September 22, 2014
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

## **~~BP 6333 District Standard for Hardware and Software~~**

~~A standard shall be established for administrative use of technology hardware and software, and all purchases will adhere to these standards.~~

~~Revised: September 9, 2013 (Previously BP7001)~~

## **BP 6601 Facility Modification and New Construction**

**Reference:** Education Code 81130, 81132, 81133, 81142; California Code of Regulations - Title 24

The District Office of Facility Planning, District Construction and Support 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 shall review and approve facility modification and construction projects included in the facility modification and capital outlay process.

**Revised: September 22, 2014 (Previously BP3511)**

## **BP 6604 Scheduled Maintenance**

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 Scheduled Maintenance Plan for which state funding is being requested shall be subject to review and approval of the Governing Board.

**Revised: September 22, 2014 (Previously BP3512)**

## **BP 6901 Auxiliary Food Service Operation**

**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 may be contracted out to a private vendor(s). 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 operations shall be deposited into the diversified fund of Auxiliary Services.

**Revised: September 22, 2014 (Previously BP3223)**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

September 22, 2014

MANAGEMENT

REVISED PAGE

Interim Assignment

Grant, Madeline  
Interim Dean, Business Division  
Santa Ana College

Effective: September 23, 2014  
Salary Placement: To Be Determined

FACULTY

Permission to Accept Outside Assignment

Evett, Corinna - Appointed by the Academic Senate for California Community Colleges to the Equity and Diversity Action Committee for the 2014-2015 academic year.

Martino, Danielle - Appointed by the Academic Senate for California Community Colleges to the Accreditation Committee for the 2014-2015 academic year.

Appointment

Pastrana, Leo  
Counselor  
Counseling Division  
Santa Ana College

Effective: September 23, 2014  
Tentative Salary Placement: II-5 \$68,548.79/Year  
(Requisition #AC14-0354)

Final Salary Placement

Clark, Stephanie  
Assistant Professor, Arts/Digital Media  
Fine & Performing Arts Division  
Santa Ana College

Effective: August 18, 2014  
Salary Placement: II-10 \$74,816.78/Year  
(#AC14-0360)

Adjusted Final Salary Placement

Bradley, Kyle  
Assistant Professor, Mathematics  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: August 18, 2014  
Salary Placement: III-11 \$79,914.26/Year

Leaves of Absence

Juarez, Eva  
Counselor  
Counseling & Student  
Support Services Division  
Santiago Canyon College

Effective: October 13, 2014 – November 17, 2014  
Reason: Maternity Leave

**FACULTY (CONT'D)**

Leaves of Absence (cont'd)

Zook, Rochelle  
Professor/Counselor  
Counseling Division  
Santa Ana College

Effective: July 31, 2014 – June 26, 2015  
Reason: Sabbatical (12 LHE)/Banking Leave (6 LHE)

Stipends

Cannon, Christopher  
Assistant Professor, Theatre Arts  
Fine & Performing Arts Division  
Santa Ana College

Effective: September 9, 2014  
Amount: \$4,220.00  
Reason: Curriculum Development  
(Project #2260)

Swift, Cynthia  
Associate Professor, Physics  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: September 3, 2014  
Amount: \$60.00  
Reason: Staff Development  
(Project #1678)

Wada, Jeffrey  
Assistant Professor, Chemistry  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: September 4, 2014  
Amount: \$60.00  
Reason: Staff Development  
(Project #1678)

Part-time Hourly New Hires/Rehires

Vermillion, Mark L  
Instructor, English  
Humanities & Social Sciences Division  
Santa Ana College

Effective: October 20, 2014  
Hourly Lecture Rate: II-3 \$56.31

Yeh, Rulan  
Instructor, Clinical Nurse  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: October 8, 2014  
Hourly Lab Rate: II-3 \$47.86

Non-Paid Intern Service

Luna, Theresa  
Student Affairs Intern  
Student Affairs  
Santa Ana College

Effective: September 9, 2014 – April 31, 2015  
College Affiliation: CSU, Fullerton  
Discipline: Higher Education Field Work

**FACULTY (CONT'D)**

*Non-Paid Intern Service (cont'd)*

Nicholls, Ethan  
Athletic Training Intern  
Kinesiology  
Kinesiology, Health &  
Athletics Division  
Santa Ana College

Effective: September 23, 2014 – May 30, 2015  
College Affiliation: CSU, Long Beach  
Discipline: Athletic Training

Ochoa, Uriel  
Psychology Intern  
Disabled Students Programs  
& Services  
Student Services  
Santa Ana College

Effective: September 23, 2014 – December 12, 2014  
College Affiliation: CSU, Fullerton  
Discipline: Psychology

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET**  
**CLASSIFIED**  
**SEPTEMBER 22, 2014**

**CLASSIFIED**Temporary to Contract

Blancas, Crystal  
 Custodian (CL14-0548)  
 Admin. Services/ SAC

Effective: September 2, 2014  
 Grade 4, Step 1 + 7.5% GY \$35,250.97

Pech, Manuel  
 Custodian (CL14-0547)  
 Admin. Services/ SAC

Effective: September 2, 2014  
 Grade 4, step 1 + 7.5% GY \$35,250.97

Vela Saavedra, Mario  
 Custodian (CL14-0549)  
 Admin. Services/ SAC

Effective: September 2, 2014  
 Grade 4, Step 1 + 7.5% GY \$35,250.97

Out of Class Assignment

Langelier, Sonya  
 Financial Aid Coordinator/ SCC

Effective: 08/29/14 – 10/09/14  
 Grade 15, Step 3 + 3PG (3000)  
 \$60,203.94

Change in Salary Placement

DeMaria, Steven  
 District Safety Officer/ SCC

Effective: 07/01/14  
 Grade 9, Step 6 + 5%L + 5%SW  
 \$55,611.39  
*Correction of salary placement*

Ortega, Richard  
 District Safety Officer/ SCC

Effective: 07/01/14  
 Grade 9, Step 6 + 5%L + 5%SW + 6PG  
 (3000) \$58,611.38  
*Correction of salary placement*

Professional Growth Increment

McAdam, Justin  
 Custodian/ Admin. Services/ SAC

Effective: October 1, 2014  
 Grade 4, Step 5 + 5%SW + 1PG(500)  
 \$42,363.41



*Ratification of Resignation/Retirement*

Castillo Lokos, Carmina  
Sr. Payroll Specialist/ Payroll/ District

Effective: October 10, 2014  
Reason: Retirement

**CLASSIFIED HOURLY**

*New Appointments*

Gallego, Karissa  
Instructional Assistant (CL14-0557)  
Science & Math/ SCC

Effective: September 8, 2014  
Up to 19 Hours/Week School Session  
Grade 5, Step A \$16.21/Hour

Serratos, Karina  
Instructional Assistant (CL14-0538)  
School of Continuing Education/SAC

Effective: September 8, 2014  
Up to 19 Hours/Week School Session  
Grade 5, Step A \$16.21/Hour

Morones, Cristina  
Senior Account Clerk (CL14-0563)  
Community Services/ SCC

Effective: September 22, 2014  
19 Hours/Week 12 Months/Year  
Grade 10, Step A \$19.80/ Hour

Mule, Alexander  
Instructional Assistant (CL14-0555)  
Science & Math/ SCC

Effective: September 8, 2014  
Up to 19 Hours/Week School Session  
Grade 5, Step A \$16.21/Hour

Wilson, Robert  
Instructional Assistant (CL14-0538)  
School of Continuing Education/SAC

Effective: September 2, 2014  
Up to 19 Hours/Week School Session  
Grade 5, Step A \$16.21/Hour

*Change in Position/Location*

Cabrera, Juan  
From: Instructional Assistant/ Science &  
Math/SAC  
To: Learning Facilitator (C114-0569)  
EOPS/ SAC

Effective: September 15, 2014  
Up to 19 Hours/Week School Session  
Grade 8, Step A + 3PG(750)  
\$18.17/Hour + \$62.50/mo. PG

Lopez, Jesus  
From: Instructional Assistant/ OEC  
To: Instructional Center Tech.  
(CL14-0533) School of Continuing  
Education/SAC

Effective: September 8, 2014  
19 Hours/Week School Session  
Grade 7, Step A + 2.5% Bil \$17.90/Hour

Change in Position/Location cont'd

Campbell, Loretta  
From: Intermediate Clerk/ Financial Aid/  
SCC  
To: Counseling Assistant  
(Reorg 864) /EOPS/ SAC

Effective: September 15, 2014  
19 Hours/Week 12 Months/Year  
Grade 5, Step A + 7.5% L \$17.43/Hour

Out of Class Assignment

Esparza, Wendy  
Student Program Specialist/ School of  
Continuing Education/SAC

Effective: 09/02/14 – 12/20/14  
19 Hours/Week 12 Month/Year  
Grade 10, Step A \$19.80/Hour

Landa, Sara  
Business Services Coordinator/ DMC

Effective: 06/09/14 – 06/20/14  
19 Hours/Week 12 Month/Year  
Grade 13, Step A \$22.91/Hour

Ratification of Resignation/Retirement

Alvarado, Delmis  
Student Services Specialist/ Foundation/  
SAC

Effective: September 12, 2014  
Reason: Resignation

Ledesma, Maureen  
Learning Facilitator/ Humanities & Soc.  
Science/ SAC

Effective: August 10, 2014  
Reason: Resignation

**TEMPORARY ASSIGNMENT**

Davalos, Leonel  
Custodian/ Admin. Services/ SCC

Effective: 09/23/14 – 06/30/15

Kammen, Carl  
Instructional Assistant/ Science & Math/  
SAC

Effective: 09/23/14 – 06/07/15

Norwick, Donald  
Instructional Assistant/ Science & Math/  
SAC

Effective: 09/23/14 – 06/07/15





**MISCELLANEOUS POSITIONS cont'd**

Medlin, Christy Coaching Assistant/ Kinesiology/ SCC	Effective: 08/19/14
Morales, Samuel Coaching Assistant/ Kinesiology/ SCC	Effective: 08/19/14
Popobich, Don Coaching Assistant/ Kinesiology/ SAC	Effective: 08/15/14
Scuncio, Karen Business Expert Professional II/ SBDC	Effective: 09/03/14 – 12/31/14
Stauber, Michael Coaching Assistant/ Kinesiology/ SCC	Effective: 08/19/14
Woolley, Christopher Coaching Assistant/ Kinesiology/ SCC	Effective: 08/19/14

**COMMUNITY SERVICE PRESENTERS**

Stipends Effective July 1 – July 10, 2014

Reyes, Alfred	Amount: \$ 600.00
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Stipends Effective July 11 – August 10, 2014

Adney, Curtis	Amount: \$ 289.88
Blackmore, Gary	Amount: \$ 660.00
Bradley, Sabrina	Amount: \$ 574.55
Depskey, Courtney	Amount: \$ 290.00
Diebolt Price, Julie	Amount: \$ 764.30
Dutton, Don	Amount: \$ 480.00
Fisher Militaru, Marianna	Amount: \$ 375.00
Gorman, Ron	Amount: \$ 813.03

Stipends Effective July 11 – August 10, 2014 cont'd

Haugen, Nancy	Amount: \$ 560.00
Kibbe, Joseph	Amount: \$ 280.00
Larsen, JoEllen	Amount: \$ 309.72
Lindquist, Robert	Amount: \$ 151.38
Longobart, Rick	Amount: \$ 256.65
Mack, Karen	Amount: \$ 472.24
Maldonado, Sonia	Amount: \$ 600.00
Munoz, Jayne	Amount: \$ 530.00
Neal, Phyllis	Amount: \$ 450.00
Nolasco, Jeffrey	Amount: \$ 360.00
Pagones, Kim	Amount: \$ 200.45
Potter, John	Amount: \$ 300.00
Rivera, Rodrigo	Amount: \$ 246.38
Robins, Amanda	Amount: \$ 350.00
Sobel, Barbara	Amount: \$ 90.83
Watson, Katherine	Amount: \$ 225.85
Williams, Ronald Way	Amount: \$ 621.18

Stipends Effective August 11 – September 10, 2014

Conley, Dana	Amount: \$ 280.00
Dumon, Dori	Amount: \$ 210.00
Fischer Militaru, Mariana	Amount: \$ 482.50
Friebert, Martin	Amount: \$ 495.00

Stipends Effective August 11 – September 10, 2014 cont'd

Greenspan, Francis	Amount: \$ 82.13
Moore, Karen	Amount: \$ 640.00
Nolasco, Jeffrey	Amount: \$ 187.50

**VOLUNTEERS**

Anderson, Chloe Student Driver/ Kinesiology/ SAC	Effective: 09/23/14 – 06/30/15
Figuroa, Ryan Student Driver/ Kinesiology/ SAC	Effective: 09/23/14 – 06/30/15
Rivera, Adelita Non Student/ College Advancement/ SAC	Effective: 09/23/14 – 06/30/15
Salzer, John Volunteer/ Kinesiology/ SAC	Effective: 09/23/14 – 06/30/15

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST**

Arzola, Katrina Nicole	Effective: 08/21/14-06/30/15
Carmona, Francisco Javier	Effective: 08/27/14-06/30/15
Castelan, Alondra Banessa	Effective: 08/14/14-06/30/15
Crisanto, Gabriela Nancy	Effective: 09/02/14-06/30/15
De La Rosa, Gerardo	Effective: 08/21/14-06/30/15
Frias, Samuel III	Effective: 08/25/14-06/30/15
Garcia, Joanna Raquel	Effective: 08/21/14-06/30/15
Garcia, Martin	Effective: 08/25/14-06/30/15
Garcia, Saul	Effective: 08/14/14-06/30/15
Gonzalez, Alejandra	Effective: 08/26/14-06/30/15
Gonzalez, Dania	Effective: 08/28/14-06/30/15
Gonzalez Torres, Monica Irene	Effective: 08/27/14-06/30/15
Gouin, Alex Henry	Effective: 09/02/14-06/30/15
Ho, Thi Diem Quynh	Effective: 08/28/14-06/30/15
Hurtado, Eric	Effective: 08/25/14-06/30/15
Juarez-Bedolla, Rebecca Alexis	Effective: 09/02/14-06/30/15
Kenney, Alec Michael	Effective: 08/25/14-06/30/15
Lara, Bryan E	Effective: 08/27/14-06/30/15
Le, Chuong The	Effective: 09/02/14-06/30/15

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST cont'd**

Ledesma, Melissa Lynn	Effective: 08/28/14-06/30/15
Lopez, Brenda	Effective: 08/28/14-06/30/15
Lopez, Myra Consuelo	Effective: 08/14/14-06/30/15
Lopez Garcia, Ignis Adriana	Effective: 08/14/14-06/30/15
Lopez, Selene Margarita	Effective: 08/25/14-06/30/15
Mata, Leslie	Effective: 08/25/14-06/30/15
Mejia, Luis Alfonso	Effective: 08/26/14-06/30/15
Memije, Miriam	Effective: 08/14/14-06/30/15
Nalwalker, Dustin Michael	Effective: 08/28/14-06/30/15
Navarro, Angel	Effective: 08/26/14-06/30/15
Nguyen, Luan Dac Hoang	Effective: 09/02/14-06/30/15
Nguyen, Tin Thanh	Effective: 08/28/14-06/30/15
Orozco Alvarez, Rita Joana	Effective: 08/25/14-06/30/15
Perez Cruz, Leticia	Effective: 08/28/14-06/30/15
Pham, David	Effective: 09/03/14-06/30/15
Pham, Thu Thuy Thi	Effective: 08/27/14-06/30/15
Plaza-Uriostegui, Joanna	Effective: 08/14/14-06/30/15
Rodas De Landa, Vanessa Nicole	Effective: 08/28/14-06/30/15
Ruiz, Cristina V	Effective: 08/14/14-06/30/15
Salazar, Jacqueline Ruth	Effective: 08/21/14-06/30/15
Saldana, Edgar	Effective: 08/14/14-06/30/15
Samano Catalan, Jose A	Effective: 08/26/14-06/30/15
Stadel, Robert Dylan	Effective: 08/25/14-06/30/15
Stoughton, James Paul	Effective: 08/25/14-06/30/15
Tiburcio, Stephany	Effective: 08/27/14-06/30/15
Torres, Jesus Angel	Effective: 08/26/14-06/30/15
Tran, Trung Dang	Effective: 09/02/14-06/30/15
Try, Christian Vanna	Effective: 08/14/14-06/30/15
Wilson, Brett Matthew	Effective: 08/14/14-06/30/15
Ulloa, Coraima Suehey	Effective: 08/14/14-06/30/15
Vergara, Jazmin	Effective: 08/26/14-06/30/15
Virgen, Jacqueline	Effective: 08/28/14-06/30/15
Zuniga, Elisa	Effective: 08/14/14-06/30/15

**Santiago Canyon College  
STUDENT ASSISTANT NEW HIRE LIST**

Anderson, Ashley	Effective Date: 09/15/14 – 06/30/15
Bernal, Sofia	Effective Date: 09/08/14 – 06/30/15
Bonilla Orozco, Edgar	Effective Date: 08/21/14 – 06/30/15
Brennan, Laura	Effective Date: 08/19/14 – 06/30/15
Cortez, Esther	Effective Date: 08/21/14 – 06/30/15
Duesler, Deena	Effective Date: 09/02/14 – 06/30/15
Eapen, Mirayah	Effective Date: 09/10/14 – 06/30/15
Espinosa Sotelo, Sonia	Effective Date: 08/20/14 – 06/30/15



**Santiago Canyon College  
STUDENT ASSISTANT NEW HIRE LIST cont'd**

Flores, Erika	Effective Date: 09/16/14 – 06/30/15
Gonzalez, Stephen	Effective Date: 08/21/14 – 06/30/15
Hall, Jeremy	Effective Date: 09/02/14 – 06/30/15
Hernandez, Maria	Effective Date: 09/03/14 – 06/30/15
Kastens, Brittany	Effective Date: 08/21/14 – 06/30/15
Lezama, Maria	Effective Date: 09/03/14 – 06/30/15
Licari, Melissa	Effective Date: 08/21/14 – 06/30/15
Martinez Mendoza, Elvira	Effective Date: 09/03/14 – 06/30/15
Munoz Angeles, Marisol	Effective Date: 08/21/14 – 06/30/15
Navarro, Kimberly	Effective Date: 09/11/14 – 06/30/15
Patel, Ramesha	Effective Date: 09/02/14 – 06/30/15
Prutsman, Kurt	Effective Date: 08/21/14 – 06/30/15
Ramirez, Francisco	Effective Date: 08/21/14 – 06/30/15
Riley, Daniel	Effective Date: 08/21/14 – 06/30/15
Rios, Geena	Effective Date: 08/25/14 – 06/30/15
Rocha, Juan	Effective Date: 08/21/14 – 06/30/15
Rodriguez, Alan	Effective Date: 08/21/14 – 06/30/15
Sahagun, Evan	Effective Date: 08/21/14 – 06/30/15
Sanyal, Rima	Effective Date: 08/21/14 – 06/30/15
Solano, Brandon	Effective Date: 09/11/14 – 06/30/15
Terry, Christi	Effective Date: 09/15/14 – 06/30/15
Ton, Christian	Effective Date: 08/20/14 – 06/30/15
Vitullo, Alan	Effective Date: 08/21/14 – 06/30/15
Wan, Raymond	Effective Date: 09/08/14 – 06/30/15
Wood, Sarah	Effective Date: 08/21/14 – 06/30/15

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

To:	Board of Trustees	Date: September 22, 2014
Re:	Rejection of Claim	File # 14-17544 JT
Action:	Request for Authorization	

The district's claims administrator recommends that the Board of Trustees authorize the Chancellor, or designee, to reject claim # 14-17544 JT.