

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, July 25, 2011
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

Rancho Santiago Community College District is a learning community. The college district and its colleges are committed to ensuring access and equity and to planning comprehensive educational opportunities throughout our communities. We will be global leaders in many fields, delivering cost-effective, innovative programs and services that are responsive to the diverse needs and interests of all students. We will be exceptionally sensitive and responsive to the economic and educational needs of our students and communities. The environment will be collegial and supportive for students, staff, and the communities we serve.

We will promote and extensively participate in partnerships with other educational providers, business, industry, and community groups. We will enhance our communities' cultural, educational, and economic well-being.

We will be a leader in the state in student success outcomes. Students who complete programs will be prepared for success in business, industry, careers, and all future educational endeavors. We will prepare students to embrace and engage the diversity of our global community and to assume leadership roles in their work and public lives.

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 June 20, 2011

Action

1.6 Approval of Consent Calendar

Action

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

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Reports from Academic Senate Presidents
 - Senate meetings
- 2.6 Informational Presentation on the Budget

RECESS TO CLOSED SESSION

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

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

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

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Interim Administrative Dean
 - (2) Assistant Dean
 - (3) Classified Supervisory Appointments
 - (4) Associate Deans
 - (5) Interim Assistant Vice Chancellor
 - (6) Vice President
 - g. Other Educational and Classified Administrators
- 2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
- 3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
Continuing Education Faculty Association
Child Development Centers Teachers Association
Employees Not Represented by a Union
- 4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

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.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

Action

- Approval of Appointments
- Approval of Adjusted Effective Date of Appointments
- Approval of Interim to Permanent Assignments
- Approval of Extensions of Interim Assignments
- Approval of Employment Agreements
- Approval of Revised Job Descriptions/Titles
- Approval of 2011-2012 Contract and Part-time Coaching Stipends
- Approval of Changes of Assignments
- Approval of Interim Assignments
- Approval of Leaves of Absence
- Approval of Final Salary Placements
- Approval of Adjusted Tentative Class Placements for Appointments
- Approval of 2011-2012 Contract Extension Days
- Approval of 2011-2012 Faculty Coordinator Assignments/Stipends for 192 and 225 Day Faculty
- Approval of Beyond Contract/Overload Stipends
- Approval of Part-time/Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

3.2 Classified Personnel

Action

- Approval of Reduction in Force Lay Offs
- Approval of Revised Job Descriptions
- Approval of New Appointments
- Approval of Hourly On Going to Contract Assignments
- Approval of Out of Class Assignments
- Approval of Return to Regular Assignments
- Approval of Changes in Assignments
- Approval of Changes in Positions

3.2 Classified Personnel – (cont.)

- Approval of Voluntary Furloughs
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly On Going Assignments
- 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 Services Presenters
- Approval of Instructional Associates/Associate Assistants
- Approval of Student Assistant Lists

3.3 Adoption of Resolution No. 11-25 regarding Reduction in Force of Classified Staff Action

It is recommended that the Board of Trustees adopt Resolution No. 11-25.

3.4 Approval of Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services Action

The administration recommends authorization be given to the chancellor to renew the agreement with Liebert Cassidy Whitmore for the 2011-2012 fiscal year.

3.5 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

*4.1 Approval of Instructional Agreement with Taller San Jose Action
The administration recommends approval of the agreement with Taller San Jose in Santa Ana, California.

*4.2 Approval of New OTA Agreement – Yes I Can! Occupational Therapy, Inc. Action
The administration recommends approval of the agreement with Yes I Can! Occupational Therapy in Walnut, California.

*4.3 Approval of OTA Agreement Renewal – Gallagher Pediatric Therapy Action
The administration recommends approval of the agreement with Gallagher Pediatric Therapy in Fullerton, California.

*4.4 Approval of Amendment to Affiliation Agreement with QuickCAPTION Action
The administration recommends approval of the amendment to the agreement with QuickCAPTION in Riverside, California, for real time computer aided captioning services for 2011-2012.

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|-------|---|---------------|
| *4.5 | <u>Approval of Amendment to Affiliation Agreement with CRC Sign Language Interpreting Services</u>
The administration recommends approval of the amendment to the agreement with CRC Sign Language Interpreting Services in Canoga Park, California, for sign language interpreter services for 2011-2012. | <u>Action</u> |
| *4.6 | <u>Approval of Amendment to CJA Agreement – California Association of Property and Evidence Officers (CAPE)</u>
The administration recommends approval of the amendment to the agreement with California Association of Property and Evidence Officers in Salinas, California. | <u>Action</u> |
| *4.7 | <u>Approval of Amendment to CJA Agreement – City of Santa Ana (Santa Ana Police Department)</u>
The administration recommends approval of the amendment to the agreement with the City of Santa Ana. | <u>Action</u> |
| *4.8 | <u>Approval of Amendment to CJA Agreement – Tustin Police Department</u>
The administration recommends approval of the amendment to the agreement with the Tustin Police Department. | <u>Action</u> |
| *4.9 | <u>Approval of Amendment to CJA Agreement – Fullerton City Police Department</u>
The administration recommends approval of amendment to the agreement with the Fullerton City Police Department. | <u>Action</u> |
| *4.10 | <u>Approval of Amendment to CJA Agreement – Costa Mesa Police Department</u>
The administration recommends approval of the amendment to the agreement with the Costa Mesa Police Department. | <u>Action</u> |
| *4.11 | <u>Approval of Amendment to CJA Agreement – California Narcotics Officers' Association</u>
The administration recommends approval of the amendment to the agreement with the California Narcotics Officers' Association in Valencia, California. | <u>Action</u> |
| *4.12 | <u>Approval of Amendment to CJA Agreement – California Narcotic Canine Association</u>
The administration recommends approval of the amendment to the agreement with the California Narcotic Canine Association in Napa, California. | <u>Action</u> |

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

- *4.13 Approval of Amendment to CJA Agreement – Asian Gang Investigators Association of California Action
The administration recommends approval of the amendment to the agreement with the Asian Gang Investigators Association of California in West Covina, California.
- *4.14 Approval of Amendment #2 to CJA Agreement – County of Orange Action
The administration recommends approval of the second amendment to the agreement with the County of Orange in Santa Ana, California.
- *4.15 Approval of Clinical Affiliation Agreement for Athletic Training – Chapman University Action
The administration recommends approval of the agreement with Chapman University in Orange, California.
- *4.16 Approval of SAC Community Services Program – Fall 2011 Action
The administration recommends approval of the proposed Santa Ana College Community Services Program for Fall 2011.
- *4.17 Approval of SCC Community Services Program – Fall 2011 Action
The administration recommends approval of the proposed Santiago Canyon College Community Services Program for Fall 2011.
- *4.18 Approval of Metropolitan Water District of Southern California Master Agreement Action
The administration recommends approval of the contract with Metropolitan Water District of Southern California for 2011-2012.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Contract Renewal – Chancellor’s Office Tax Offset Program Action
The administration recommends approval of the renewal of the COTOP contract with the State Chancellor’s Office as presented.
- *5.3 Approval of Five Year Construction Plan (2013-2017) Action
The administration recommends approval of the Five Year Construction Plan (2013-2017) as presented.
- *5.4 Approval of Additional Architectural Services Related to Miscellaneous Repairs and ADA Upgrades to Gymnasium at Santa Ana College Action
The administration recommends approval of additional services for the IBI Group in the amount of \$18,890.28 as presented.

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

- *5.5 Approval of Change Order #2 for Bid #1172 for Demolition of Church/Child Development Center at Santa Ana College Action
The administration recommends approval of change order #2 for Bid #1172 for Miller Environmental, Inc., for demolition of the church/Child Development Center at SAC as presented.
- *5.6 Approval of Notice of Completion for Bid #1169 for Sewer and Gas Line Repairs at Santa Ana College Action
The administration recommends approval of the notice of completion for the sewer and gas line repairs at SAC as presented.
- *5.7 Adoption of Resolution No. 11-24 for Electricity for Chapman Avenue Entry Road and Learning Resource Center Parking Lot at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1139 for Dynalectric for electricity for the Chapman Avenue Entry Road and Learning Resource Center parking lot at SCC as presented.
- *5.8 Approval of Awarding Bid #1181 for Signalization Project at Santiago Canyon College Action
The administration recommends approval of awarding Bid #1181 for the signalization project at SCC to Dynalectric as presented.
- *5.9 Approval of Additional Geotechnical Consulting Services at Orange Education Center Action
The administration recommends approval of the additional fees for Ninyo & Moore for geotechnical observation and testing services for Orange Education Center as presented.
- *5.10 Approval of Change Order #2 for Bid #1137 for Masonry for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1137 for Industrial Masonry, Inc., for masonry for the Humanities building at SCC as presented.
- *5.11 Approval of Change Order #1 for Bid #1138 for Structural Steel for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1138 for Blazing Industrial Steel, Inc., for structural steel for the Humanities building at SCC as presented.
- *5.12 Approval of Change Order #5 for Bid #1139 for Electricity for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #5 for Bid #1139 for Dynalectric, Inc., for electricity for the Athletic/Aquatic Complex at SCC as presented.

- *5.13 Approval of Change Order #1 for Bid #1139 for Electricity for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.
- *5.14 Approval of Change Order #3 for Bid #1140 for Plumbing for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #3 for Bid #1140 for Interpipe Contracting, Inc., for plumbing for the Athletic/Aquatic complex at SCC as presented.
- *5.15 Approval of Change Order #1 for Bid #1140 for Plumbing for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1140 for Interpipe Contracting, Inc., for plumbing for the Humanities building at SCC as presented.
- *5.16 Approval of Change Order #1 for Bid #1143 for Glass/Glazing for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1143 for Glazcon Productions for glass/glazing for the Humanities building at SCC as presented.
- *5.17 Approval of Change Order #2 for Bid #1144 for Roofing on Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1144 for Troyer Contracting Company for roofing on the Humanities building at SCC as presented.
- *5.18 Approval of Change Order #1 for Bid #1146 for Framing and Elevators for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented.
- *5.19 Approval of Change Order #2 for Bid #1147 for Interiors for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented.
- *5.20 Approval of Change Order #2 for Bid #1147 for Interiors for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1147 for IEAS for interiors for the Athletic/Aquatic Complex at SCC as presented.

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

- *5.21 Approval of Lease Agreement with iSkupe LLC Action
The administration recommends approval of the lease agreement with iSkupe and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district.
- *5.22 Approval of Contract with Outsource Technical for 2011-2012 Action
The administration recommends approval of hiring Outsource Technical Contract programmers for the 2011-2012 fiscal year as presented.
- *5.23 Approval of Surplus Property Action
The administration recommends declaration of the list of equipment as surplus property and utilization of The Liquidation Company to conduct an auction as presented.
- *5.24 Approval of Donation of Surplus Items Action
The administration recommends approval of the donations to Orange Unified School District - Parkside Pre-School/Kindergarten and The Vietnamese Community of Orange County, Inc., as presented.
- *5.25 Approval of Donation of Surplus Vehicle Action
The administration recommends approval of the donation of a 1984 Chevrolet Diesel 70 Beverage Truck to the Fullerton School District as presented.
- *5.26 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period June 5, 2011, through July 9, 2011.
- *5.27 Approval of Renewal Agreement with Greentree Systems, Inc. Action
The administration recommends approval of the agreement with Greentree Systems, Inc., for an additional 48 months.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- Business Entrepreneurship Center (BEC) – HUB (District) \$100,000
 - Business Entrepreneurship Centers Statewide Leadership (District) \$172,500
 - Math Engineering and Science Achievement (MESA) Program (SAC) \$ 50,500
 - Vietnamese American Technical Assistance Program (VATAP) (District) – Year 2 of 2 \$ 50,000

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

- *6.2 Adoption of Resolution No. 11-26 – California Department of Education (CSPP-1354) Action
The administration recommends adoption of the resolution agreement with the California Department of Education that authorizes the chancellor or his designee to sign the contract documents for the 2011-2012 fiscal year.
- *6.3 Adoption of Resolution No. 11-27 – California Department of Education (CCTR-1184) Action
The administration recommends adoption of the resolution agreement with the California Department of Education that authorizes the chancellor or his designee to sign the contract documents for the 2011-2012 fiscal year.
- *6.4 Approval of Sub-Agreements between RSCCD and 23 Designated Colleges for the Faculty Entrepreneurship Project Action
The administration recommends approval of the sub-award agreements and authorization be given to the Vice Chancellor of Business Operations/ Fiscal Services or his designee to sign the agreements.
- *6.5 Approval of Extension of Consulting Services – Townsend Public Affairs, Inc. Action
The administration recommends approval of the Supplement to Contract for Consulting Services (#1) as presented.
- 6.6 Update on District Vision Statement and Goals for 2011-2012 Information
The draft strategic plan is provided as an update on the district's Vision Statement and Goals for 2011-2012.
- 6.7 Approval to Fill Trustee Vacancy by Provisional Appointment Action
The administration recommends the board fill the vacancy in Trustee Area 3 by provisional appointment and authorization be given to the chancellor to take all necessary actions to complete the appointment process within the time prescribed by law and board policy.
- 6.8 Adoption of Resolution No. 11-28 Establishing the Process to Fill Vacancy in Trustee Area 3 Action
It is recommended that the Board of Trustees adopt Resolution No. 11-28 establishing the process and timeline to fill the vacancy in Trustee Area 3 by provisional appointment.
- 6.9 Reports from Board Committees
 - Board Facilities Committee
- 6.10 Board Member Comments Information
- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on August 22, 2011.

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

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

Board of Trustees (Regular meeting)

Monday, June 20, 2011

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Mr. Brian Conley. Other members present were Dr. David Chapel, Mr. John Hanna, Mr. Andrew Hanson, Mr. Larry Labrado, Mr. Mark McLoughlin, Ms. Lisa Woolery, and Mr. Phillip Yarbrough.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Raúl Rodríguez, and Mr. Juan Vázquez. Ms. Debra Gerard and Ms. Anita Lucarelli were present as record keepers.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Shari L. Freidenrich, County of Orange Treasurer-Tax Collector.

1.3 Administration of Oath of Allegiance to Andrew Hanson, 2011-2012 Student Trustee

Mr. McLoughlin administered the Oath of Allegiance to Mr. Andrew Hanson. The board welcomed him as the 2011-12 student trustee.

1.4 Approval of Additions or Corrections to Agenda

It was moved by Mr. McLoughlin, seconded by Mr. Yarbrough, and carried unanimously to approve a correction to page 3 and an addendum for Item 3.1 (Management/Academic Personnel), an addendum to Item 3.2 (Classified Personnel), a revised page for Item 4.7 (Electrical Training Trust Master Cost Agreement), removal of Item 5.6 (2011-2012 Tentative Budget) from the Consent Calendar, and addition of Item 6.5 (Approval of Appointment to California Student Aid Commission) to the Consent Calendar.

1.5 Public Comment

There were no public comments.

1.6 Informational Presentation by County of Orange Treasurer-Tax Collector Shari L. Freidenrich

Ms. Freidenrich, County of Orange Treasurer-Tax Collector gave a presentation on the Orange County Educational Pool investments and the status of RSCCD investments.

1.7 Approval of Minutes

It was moved by Mr. Hanna, seconded by Mr. Hanson, and carried unanimously to approve the minutes of the regular meeting held May 23, 2011.

1.8 Approval of Consent Calendar

It was moved by Mr. Hanna, seconded by Mr. Yarbrough, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda), with the exception of Item 5.3 (Agreement with HMC Architects to Provide Professional Planning Services), Item 5.4 (Consulting Services Agreement – Facilities Planning & Program Services, Inc., Item 5.5 (State Categorical Program Flexibility Transfer per AB1610), Item 5.8 (Environmental Consultant Services), Item 5.9 (Change Order #2 for Bid #1172 for Demolition of Church/Child Development Center), and Item 5.13 (Resolution No. 11-22 for Interior Systems for Science Building) removed from the Consent Calendar by Mr. McLoughlin. (Please note changes to the Consent Calendar under Item 1.4 [Approval of Additions or Corrections to Agenda]):

4.1 Approval of SAC Associate in Arts in Communication Studies Degree for Transfer (AA-T), Associate in Arts in Psychology Degree for Transfer (AA-T), Associate in Arts in Sociology Degree for Transfer (AA-T)

The board approved the proposed programs as required by the California Community Colleges Chancellor's Office.

4.2 Approval of New OTA Agreement – Temecula Valley Therapy Services

The board approved this agreement with Temecula Valley Therapy Services in Temecula, California.

4.3 Approval of New OTA Agreement – Centre for Neuro Skills

The board approved this agreement with Centre for Neuro Skills in Bakersfield, California.

4.4 Approval of New OTA Agreement – Rancho Physical Therapy

The board approved this agreement with Rancho Physical Therapy in Murrieta, California.

4.5 Approval of New OTA Agreement – Advanced Therapy Center

The board approved this agreement with Advanced Therapy Center in Torrance, California.

1.8 Approval of Consent Calendar – (cont.)

4.6 Approval of California/Nevada Training Trust Master Cost Agreement

The board approved the contract with the California/Nevada Training Trust for 2011-2012 as presented.

4.7 Approval of Electrical Training Trust Master Cost Agreement

The board approved the contract with the Electrical Training Trust for 2011-2012 as presented.

4.8 Approval of Operating Engineers Training Trust Master Cost Agreement

The board approved the contract with the Operating Engineers Training Trust for 2011-2012 as presented.

4.9 Approval of Southern California Surveyors Master Cost Agreement

The board approved the contract with the Southern California Surveyors for 2011-2012 as presented.

4.10 Approval of Southwest Carpenters Training Fund and Southern California JATC Master Cost Agreement

The board approved the contract with the Southwest Carpenters Training Fund/Southern California JATC for 2011-2012 as presented.

4.11 Approval of JTS Services Lease Agreement

The board approved the contract with JTS Services for 2011-2012 as presented.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Budget Transfers and Budget Increases/Decreases

The board approved budget transfers, increases, and decreases during the month of May 2011.

5.7 Approval Awarding Bid #1178 – Parking Lots #7, #9, and #11 and Street Improvements at Santa Ana College (SAC)

The board approved awarding Bid #1178 for parking lots and street improvements at SAC to Ben's Asphalt, Inc., as presented.

5.10 Approval of Tender Agreement for Completion of Work Originally Contracted to Sierra Landscape Company, Inc., for Humanities Building, Athletic/Aquatic Complex, Santiago Canyon Entry and Parking Lot, Chapman Entry and Roadway, and Loop Road Extension Projects at Santiago Canyon College (SCC) to Great American Insurance Company

The board approved the Tender Agreement for completion of work originally contracted to Tidwell Concrete Construction, Inc., for Bid #1134 awarded on March 22, 2010, to Great American Insurance Company as presented.

1.8 Approval of Consent Calendar – (cont.)

- 5.11 Adoption of Resolution No. 11-23 for Completion of Work Originally Contracted to Sierra Landscape Company, Inc., for Humanities Building, Athletic/Aquatic Complex, Santiago Canyon Entry and Parking Lot, Chapman Entry and Roadway, and Loop Road Extension Projects at Santiago Canyon College to Great American Insurance Company

The board adopted Resolution No. 11-23 for the completion of work originally contracted to Sierra Landscape Co., Inc., for Bid #1134 awarded on March 22, 2010, as presented.

- 5.12 Adoption of Resolution No. 11-21 for Plumbing for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 11-21 for Interpipe Contracting, Inc., for Bid #1140 for plumbing for the Athletic/Aquatic complex at SCC as presented.

- 5.14 Approval of Consulting Services for Maintenance & Operations Building at Santiago Canyon College

The board approved an agreement with D7 Consulting, Inc., to perform a forensic analysis of the Maintenance & Operations building at SCC as presented.

- 5.15 Approval of Architect Change Order for Athletic/Aquatic Complex at Santiago Canyon College

The board approved the architectural change order for The Austin Company in the amount of \$600 as presented.

- 5.16 Approval of Change Order #2 for Bid #1034 for Landscaping for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #2 for Sierra Landscape Company, Inc., for Bid #1034, for landscaping for the Athletic/Aquatic complex at SCC as presented.

- 5.17 Approval of Change Order #1 for Bid #1136 for Concrete for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #1 for Bid #1136 for Guy Yocom Construction, Inc., for concrete for the Athletic/Aquatic complex at SCC as presented.

- 5.18 Approval of Change Order #4 for Bid #1139 for Electric for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #4 for Bid #1139 for Dynalectric, Inc., for electric for the Athletic/Aquatic complex at SCC as presented.

1.8 Approval of Consent Calendar – (cont.)

5.19 Approval of Change Order #1 for Bid #1143 for Glass and Glazing for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #1 for Bid #1143 for Glazcon Industries for the glass and glazing for the Athletic/Aquatic complex at SCC as presented.

5.20 Approval of Change Order #2 for Bid #1144 for Roofing for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #2 for Bid #1144 for Troyer Contracting Company, Inc., for roofing for the Athletic/Aquatic complex at SCC as presented.

5.21 Approval of Change Order #1 for Bid #1147 for Interiors for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #1 for Bid #1147 for Inland Empire Architectural Specialties, Inc., for interiors for the Athletic/Aquatic complex at SCC as presented.

5.22 Approval of Additional Surveying Services for Humanities Building, Athletics/Aquatic Complex, Santiago Canyon Entry and Parking Lot, Chapman Entry and Roadway, and Loop Road Extension Projects at Santiago Canyon College

The board approved additional fees for Adkan Engineers for surveying services for the Humanities building, Athletic/Aquatic complex, Santiago Canyon entry and parking lot, Chapman entry and roadway, and Loop Road extension projects at SCC as presented.

5.23 Approval of Lease with St. Peter Evangelical Lutheran Church

The board approved the revised lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services.

5.24 Approval of Disposal of Surplus Vehicle

The board declared the 1976 Crown Fire Coach as surplus property and approved utilization of Ken Porter Auctions to conduct an auction as presented.

5.25 Approval of Donation of Vehicles

The board approved the donation of three vehicles, a 1989 Chevrolet Cavalier, a 1987 Dodge Dakota, and a 1998 Dodge Ram to the Santa Ana Unified School District as presented.

5.26 Approval of 2011-2012 Contract Listing

The board approved the 2011-2012 contract listing as presented.

5.27 Approval of Purchase Orders

The board approved the purchase order listing for the period May 8, 2011, through June 4, 2011.

1.8 Approval of Consent Calendar – (cont.)

6.1 Approval of Resource Development Items

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

- Basic Skills Initiative (SAC & SCC) - *Augmentation* \$ 442
- Disabled Students Programs & Services (DSPS) (SAC) - *Augmentation* \$ 3,717
- Disabled Students Programs and Services (DSPS) (SCC) - *Augmentation* \$ 2,535
- Youth Entrepreneurship Project – Faculty Mini Grants Program (DO) – *Augmentation* \$410,000
- Community College Open Learning Initiative (SAC) \$ 6,332

6.2 Approval of Subcontract Agreement (DO-11-003) between RSCCD and Central County Regional Occupation Program (CCROP) for the 2010-2013 Workforce Innovation Partnerships Grant

The board approved the subcontract agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the subcontract agreement.

6.3 Approval of Child Development Services Child Care Fees

The board approved the Child Development Services fee structure effective August 22, 2011.

6.4 Adoption of Resolution No. 11-20 in Honor of Santa Ana City Manager Dave Ream

The board adopted Resolution No. 11-20.

6.5 Approval of Appointment to California Student Aid Commission

The board approved Trustee Conley's appointment to the California Student Aid Commission effective March 22, 2011.

1.9 Public Hearing – 2011-2012 Tentative Budget

There were no comments.

1.10 Public Hearing – State Categorical Program Flexibility Transfer per AB1610

There were no comments.

1.11 Public Hearing – Faculty Association of Rancho Santiago Community College District Initial Bargaining Proposal to the Rancho Santiago Community College District

There were no comments.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

Mr. Juan Vázquez, President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana College.

2.3 Report from Student Trustee

Mr. Hanson provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Kevin Dilger, Student President, Santiago Canyon College
Ms. Nadia Lopez, Student President, Santa Ana College

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Mr. Morrie Barembaum, Academic Senate President, Santiago Canyon College
Mr. John Zarske, Academic Senate President, Santa Ana College

2.6 Informational Presentation on the Budget

Mr. Hardash provided an informational presentation on the budget.

RECESS TO CLOSED SESSION

The board convened into closed session at 5:56 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Vice President
 - (2) Dean

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
Continuing Education Faculty Association
Child Development Centers Teachers Association
3. Liability Claim (pursuant to Government Code Section 54956.95)
a. #10-6202011DM
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
a. Chancellor

RECONVENE

The board reconvened at 6:30 p.m.

Closed Session Report

Mr. McLoughlin reported during closed session the board discussed the abovementioned items and no action was taken during closed session.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Interim 2011-2012 Cabinet Salary Schedule
- Approve Interim 2011-2012 Management Salary Schedule
- Approve Appointments
- Approve Interim to Permanent Assignments
- Approve Interim Assignments
- Approve Emergency Employment of Retired STRS Members
- Approve Revised Permanent 2010-2011 FARSCCD 175 Day Contract Salary Schedules
- Approve Revised Permanent 2010-2011 FARSCCD 192 Day Contract Salary Schedules
- Approve Revised Permanent 2010-2011 FARSCCD 225 Day Contract Salary Schedules
- Approve Revised Permanent 2010-2011 FARSCCD Summer Credit Salary Schedule A

3.1 Management/Academic Personnel – (cont.)

- Approve Revised Permanent 2010-2011 FARSCCD Summer Non-credit Salary Schedule C
- Approve Interim 2011-2012 FARSCCD 175 Day Contract Salary Schedules
- Approve Interim 2011-2012 FARSCCD 192 Day Contract Salary Schedules
- Approve Interim 2011-2012 FARSCCD 225 Day Contract Salary Schedules
- Approve Interim 2011-2012 FARSCCD Summer Credit Salary Schedule A
- Approve Interim 2011-2012 FARSCCD Part-time/Beyond Contract Salary Schedule B
- Approve Interim 2011-2012 FARSCCD Summer Non-credit Salary Schedule C
- Approve Interim 2011-2012 CEFA Part-time Salary Schedules
- Approve Interim 2011-2012 CDCTA Full-time Contract Salary Schedules
- Approve Interim 2011-2012 CDCTA Hourly Salary Schedules
- Approve Adjusted Effective Dates for Appointments
- Approve Adjusted Effective Dates for Retreat to Faculty Assignments and Final Salary Placements
- Approve Adjusted STRS Reduced Workload Agreements
- Approve Leaves of Absence
- Approve Adjusted Effective Dates for Leaves of Absence
- Approve 2010-2011 Contract Extension Days
- Approve 2010-011 Additional Contract Extension Days
- Approve Adjusted Beyond Contract/Overload Rates Due to Change of Classifications
- Approve Stipends
- Approve Adjusted Stipends
- Approve Part-time/Hourly Hires/Rehires

3.2 Classified Personnel

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

- Approve 2011-2012 CSEA Interim Salary Schedules
- Approve New Appointments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Positions
- Approve Voluntary Furloughs
- Approve Leaves of Absence
- Rescind Ratification of Resignations/Retirements
- Approve New Appointments
- Ratify Resignations/Retirements
- Rescind Notice of Layoffs
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments

3.2 Classified Personnel – (cont.)

- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters
- Approve Volunteers
- Approve Student Assistant Lists

3.3 Rejection of Claim

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to authorize the chancellor or his designee to reject claim #10-6202011DM.

3.4 Approval of Fringe Benefit Providers for Fiscal year 2011-2012

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the renewal of the insurance programs at the negotiated rates and authorization was given to the chancellor or his designee to enter into the appropriate agreements with the recommended insurance providers for 2011-2012 fiscal year.

3.5 Approval of Employee Calendar 2011-2012

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the 2011-2012 employee calendar.

4.0 INSTRUCTION

All items were approved as part of Item 1.8 (Consent Calendar).

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2 5.7, 5.10, 5.11, 5.12 and 5.14 through 5.27 were approved as part of Item 1.8 (Consent Calendar).

5.3 Approval of Agreement with HMC Architects to Provide Professional Planning Services

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the agreement with HMC Architects to provide professional planning services as presented. Discussion ensued on Item 5.3 and 5.4. The motion carried unanimously.

5.4 Approval of Consulting Services Agreement – Facilities Planning & Program Services, Inc.

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the consulting services Agreement for Facilities Planning & Program Services, Inc., as presented through June 30, 2012. Discussion ensued during item 5.3. The motion carried unanimously.

5.5 Approval of State Categorical Program Flexibility Transfer per AB1610

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the State Categorical Flexibility Transfer request per AB1610 as presented. Discussion ensued. The motion carried unanimously.

5.6 Approval of 2011-2012 Tentative Budget

It was moved by Mr. Yarbrough and seconded by Mr. Hanson to approve the 2011-2012 Tentative Budget as presented. Discussion ensued. The motion carried unanimously.

5.8 Approval of Environmental Consultant Services – Addendum to Environmental Impact Report (EIR) for Santa Ana College

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve an agreement with LSA Associates, Inc., in the amount of \$34,660 to provide environmental consultant services for the preparation of an addendum to the Santa Ana College EIR as presented. Discussion ensued. The motion carried unanimously.

5.9 Approval of Change Order #1 for Bid #1172 for Demolition of Church/Child Development Center at Santa Ana College

It was moved by Mr. Yarbrough and seconded by Mr. Hanson to approve change order #1 for Bid #1172 for Miller Environmental, Inc., for demolition of the church/Child Development Center at SAC as presented. Discussion ensued. The motion carried unanimously.

5.13 Adoption of Resolution No. 11-22 for Interior Systems for Science Building at Santiago Canyon College

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to adopt Resolution No. 11-22 for Angeles Contractor, Inc., for Bid #1058 for interior systems for the science building at SCC as presented. Discussion ensued. The motion carried unanimously.

6.0 GENERAL

Items 6.1 through 6.5 were approved as part of Item 1.8 (Consent Calendar).

6.6 Reports from Board Committees

Mr. Labrado provided a report on the June 16, 2011, Board Facilities Committee meeting.

6.7 Board Member Comments

Board members welcomed Mr. Hanson as the new student trustee.

Mr. Yarbrough congratulated Mr. Conley on his appointment to the California Student Aid Commission and welcomed Ms. Gerard to the district.

Mr. McLoughlin asked for the meeting be closed in honor of Ms. Jane Russo, retiring Superintendent of Santa Ana Unified School District. He plans to attend Ms. Russo's retirement celebration on June 23.

Mr. McLoughlin reported plans to attend the June 22nd RSCCD Foundation meeting.

Mr. McLoughlin reported he and Dr. Rodríguez have met with potential sponsors for the September 15th Soldiers to Scholars fundraising event.

Dr. Chapel thanked the board and staff for the kind words expressed to him on the recent death of his mother.

Mr. Hanson thanked the board for their encouraging words on serving as the 2011-2012 student trustee.

Mr. Conley expressed appreciation for California Assembly Speaker John Perez support of community colleges and Mr. Conley's appointment to the California Student Aid Commission.

Mr. Conley thanked the board and staff for their well wishes on his daughter's recent wedding.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on July 25, 2011.

There being no further business, Mr. Conley declared this meeting adjourned at 6:49 p.m.

Respectfully submitted,

Dr. Raúl Rodríguez
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: July 25, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

July 25, 2011

MANAGEMENT

Appointments

Bonetati, Thomas
Bookstore Manager
Auxiliary Services
Santa Ana College

Effective: July 21, 2011
Salary Placement: J-1 \$5,659/Month

Winter, Alistair
District Safety and Security Supervisor
District Safety
District

Effective: August 2, 2011
Salary Placement: M-2 \$5,119/Month

Employment Agreements/Attachments #1-5

Chaplin, Elyse
Associate Dean, DSPS
Santa Ana College

Gable, Marsha
Associate Dean, EOPS
Santa Ana College

O'Connor, Adam
Interim Assistant Vice Chancellor, Fiscal Services
District Office

Rose, Linda
Vice President, Academic Affairs
Santa Ana College

Mora, Aracely
Vice President, Academic Affairs
Santiago Canyon College

Adjusted Effective Date of Appointment

Gable, Marsha
Associate Dean
Extended Opportunities Programs and Services
Santa Ana College

Effective: July 28, 2011
Salary Placement: E-1 \$7,651/Month

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
July 25, 2011

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MANAGEMENT (CONT'D)

Extension of Interim Assignment

Finch, John
Assistant Dean
Criminal Justice Academies
Santa Ana College

Effective: July 1 – July 29, 2011
Salary Placement: F-1 \$7,109/Month

FACULTY

2011/2012 Contract and Part-time Coaching Stipends/Attachment #6

Interim Assignment

Cahill, Mary
Acting Master Teacher (50%)
SAC Child Development Center
Child Development Services
DO

Effective: July 1, 2011
Salary Placement: MT/AA-1 \$35,364
(Concurrent with Regular Assignment @ 50%)

Leave of Absence

Mangali, Colleen
Master Teacher
SAC Child Development Center
Child Development Services
DO

Effective: June 15 – August 10, 2011
Reason: Maternity Leave

Adjusted Tentative Class Placement for Appointment

Bailey, Denise
Assistant Professor, Chemistry
Math and Sciences Division
Santiago Canyon College

Effective: August 15, 2011
From: VI
To: VII

2011/2012 Contract Extension Days

Abbey, Troy
Professor, Exercise Science
Exercise Science, Health and Athletics Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 20 Days
Reason: Coaching Duties

Argo, Rosemary
Professor, Exercise Science
Fire Technology
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 6 Days
Reason: Instructional Duties

FACULTY (CONT'D)

2011/2012 Contract Extension Days (cont'd)

Bautista, Steven
Counselor/Coordinator, Center for Teacher Education
Counseling Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 38 Days
Reason: Counseling Duties

Birnbaum, Beverly
Counselor/Coordinator, Testing
Counseling Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 35 Days
Reason: Counseling Duties

Breig, David
Associate Professor, Exercise Science
Exercise Science, Health and Athletics Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 20 Days
Reason: Coaching Duties\

Camaro, Lisa
Associate Professor, Exercise Science
Math and Science Division
Santiago Canyon College

Effective: August 15, 2011
Contract Extension: 20 Days
Reason: Coaching Duties

Coffman, Jodi
Professor, Exercise Science
Exercise Science, Health and Athletics Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 20 Days
Reason: Coaching Duties

Cummins, Shawn
Associate Professor, Exercise Science
Math and Science Division
Santiago Canyon College

Effective: August 15, 2011
Contract Extension: 20 Days
Reason: Coaching Duties

Gaer, Susan
Professor/Coordinator, ESL
CEC Continuing Education Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 30 Days
Reason: Instructional Duties

Garnett, Susan
Assistant Professor/Coordinator, ESL
CEC Continuing Education Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 30 Days
Reason: Coordination Duties
(Temporary Employee per E.C. 87470)

FACULTY (CONT'D)

2011/2012 Contract Extension Days (cont'd)

Hoffman, Elizabeth
Health Center Nurse/Coordinator
Health and Wellness Center
Student Services
Santiago Canyon College

Effective: July 1, 2011
Contract Extension: 2 Days
Reason: Coordination Duties

Janio, Jaroslaw
Assistant Professor/Coordinator, ESL
CEC Continuing Education Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 40 Days
Reason: Coordination Duties
(Temporary Employee per E.C. 87470)

Jenkins, Robert
Professor, ESL/Coordinator, Staff Development
CEC Continuing Education Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 30 Days
Reason: Coordination Duties

Jones, Geoffrey
Associate Professor, Exercise Science
Exercise Science, Health and Athletics Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 20 Days
Reason: Coaching Duties

Jordan, Ethel
Professor/Coordinator, ABE/GED/HSS/
Disabled Adults/Health and Safety/Parenting
OEC Continuing Education Division
Santiago Canyon College

Effective: July 1, 2011
Contract Extension: 34 Days
Reason: Coordination Duties

Kushida, Cherylee
Professor/Coordinator, Distance Education
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 0 Days
Reason: Coordination Duties

Luppani, Maria F.
Associate Professor, Exercise Science
Exercise Science, Health and Athletics Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 20 Days
Reason: Coaching Duties

Madrigal, Romelia
Professor/Coordinator, Student Support Services
Special Services Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 40 Days
Reason: Coordination Duties

FACULTY (CONT'D)

2011/2012 Contract Extension Days (cont'd)

Nutter, Kim
Professor, Exercise Science
Exercise Science, Health and Athletics Division
Santa College

Effective: July 1, 2011
Contract Extension: 20 Days
Reason: Coaching Duties

Ramirez, Marco
Professor/Coordinator, Talent Search
Special Services Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 30 Days
Reason: Coordination Duties

Scoggin, Sally
Professor/Coordinator, ESL
CEC Continuing Education Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 30 Days
Reason: Coordination Duties

Sneddon, Donald
Professor, Exercise Science
Exercise Science, Health and Athletics Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 20 Days
Reason: Coaching Duties

Sneddon, Marta
Professor, Exercise Science
Fire Technology
Human Services Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 21 Days
Reason: Instructional Duties

Vargas, Martha
Counselor/Coordinator, University Transfer Center
Counseling Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 36 Days
Reason: Counseling Duties

Vu, John
Professor/Coordinator, GEAR UP
Student Services
Santa Ana College

Effective: July 1, 2011
Contract Extension: 40 Days
Reason: Coordination Duties

Walker, Mary
Professor/Coordinator, ESL
OEC Continuing Education Division
Santiago Canyon College

Effective: July 1, 2011
Contract Extension: 34 Days
Reason: Coordination Duties

FACULTY (CONT'D)

2011/2012 Contract Extension Days (cont'd)

Wilson, Connie
Professor, Business
Business and Career Technical
Education Division
Santiago Canyon College

Effective: July 1, 2011
Contract Extension: 34 Days
Reason: Coordination Duties (OEC
Continuing Education Division)

Woodhead, Ian
Professor, Exercise Science
Math and Science
Santiago Canyon College

Effective: August 15, 2011
Contract Extension: 20 Days
Reason: Coaching Duties

Zook, Rochelle
Counselor/Coordinator, ULINK
Counseling Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 18 Days
Reason: Counseling Duties

2011/2012 Faculty Coordinator Assignments/Stipends for 192 and 225 Day Faculty

Bautista, Steven
Coordinator, Center for Teacher Education
Counseling Division
Santa Ana College

Effective: July 29, 2011
Amount: \$1,000.00/Year

Birnbaum, Beverly
Coordinator, Testing
Counseling Division
Santa Ana College

Effective: July 29, 2011
Amount: \$1,000.00/Year

Hoffman, Elizabeth
Health Center Nurse/Coordinator, Health
and Wellness Center
Student Services
Santiago Canyon College

Effective: July 29, 2011
Amount: \$1,000.00/Year

Ross, Kristina
Coordinator, Physical Fitness/Wellness
Fire Technology
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011
Amount: \$1,000.00/Year

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
July 25, 2011

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FACULTY (CONT'D)

2011/2012 Faculty Coordinator Assignments/Stipends for 192 and 225 Day Faculty (cont'd)

Salgado, Susana
Coordinator, Psychological Disabilities
Disabled Students Programs and Services
Special Services Division
Santa Ana College

Effective: July 29, 2011
Amount: \$1,000.00/Year

Sanabria, Reina
Coordinator, Puente Program
Counseling Division
Santa Ana College

Effective: July 29, 2011
Amount: \$1,000.00/Year

Shaffer, Catherine
Coordinator, MESA
Counseling Division
Santa Ana College

Effective: July 29, 2011
Amount: \$1,000.00/Year

Vargas, Martha
Coordinator, University Transfer Center
Counseling Division
Santa Ana College

Effective: July 29, 2011
Amount: \$1,000.00/Year

Wann, Teresa
Coordinator, Physical Fitness/Wellness
Fire Technology
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011
Amount: \$1,000.00/Year

Zook, Rochelle
Coordinator, ULINK
Counseling Division
Santa Ana College

Effective: July 29, 2011
Amount: \$1,000.00/Year

Beyond Contract/Overload Stipends

Armbruster, Lynda
Professor, CIS/Computer Science
Business and Career Technical
Education Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Barembaum, Morrie
Professor, Astronomy
Math and Science Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

FACULTY (CONT'D)

Beyond Contract/Overload Stipends (cont'd)

Carr-Rollitt, Lucy
Professor/Learning Disabilities Specialist
Disabled Students Programs and Services
Counseling and Student Support
Services Division

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Coto, Jennifer
Counselor
Counseling Division
Counseling and Student Support
Services Division

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

El Said, Nahla
Associate Professor, Chemistry
Math and Science Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

El Said, Nahla
Associate Professor, Chemistry
Math and Science Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$400.00
Reason: Staff Development Workshop
(Title V)

Foley, Denise
Associate Professor, Biology
Math and Science Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Freidenrich, Sandra
Librarian
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Granitto, James
Associate Professor, Philosophy
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Ho, Pao Fen
Librarian
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

FACULTY (CONT'D)

Beyond Contract/Overload Stipends (cont'd)

Howell, Scott
Associate Professor, History
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Isbell, James
Associate Professor, English
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Lennertz, William
Professor, English
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Myers, Stewart
Professor, CIS/Computer Science
Business and Career Technical
Education Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Rabii, Narges
Associate Professor, History
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Roe, Maureen
Professor, English
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Salcido, Andrew
Associate Professor, Business/CIS
Business and Career Technical
Education Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

FACULTY (CONT'D)

Beyond Contract/Overload Stipends (cont'd)

Slager, Bonnie
Professor, Business Administration
Business and Career Technical
Education Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Smith, Mark
Assistant Professor, Anatomy/Physiology
Math and Science Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Swift, Cynthia
Associate Professor, Physics
Math and Science Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Taber, Alexander
Professor, Economics
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Wirtz, Laura
Professor/Learning Disabilities Specialist
Disabled Students Programs and Services
Counseling and Student Support
Services Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Zysman, Florence
Associate Professor, ESL
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: June 9, 2011
Amount: \$150.00
Reason: Staff Development Workshop
(Title V)

Part-time/Hourly Hires/Rehires

Bell, Natalie
Instructor, HSS/Bridge/English
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: I-2 \$40.97

FACULTY (CONT'D)

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

Bennett, John
Instructor, HSS/Bridge/English
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: II-2 \$41.97

Bolanos, Dorian
Instructor, HSS/Bridge/Spanish
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: II-3 \$43.07

Contreras, Juan
Instructor, HSS/Bridge/Spanish
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: II-2 \$41.97

Deluna, Daniel
Instructor, HSS
Continuing Education Division (CEC)
Santa Ana College

Effective: July 5, 2011
Hourly Lecture Rate: II-2 \$41.97

Do, Anh
Instructor, HSS/Bridge/Math
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: I-2 \$40.97

Esparza, Jean
Instructor, HSS/Bridge/Math
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: I-2 \$40.97

Fitchett, Larissa
Instructor, HSS/Bridge/Math
Continuing Education Division (CEC)
Santa Ana College

Effective: July 14, 2011
Hourly Lecture Rate: I-2 \$40.97

Govea, Melissa
Instructor, Sociology/Anthropology/Women's Studies
Humanities and Social Sciences Division
Santa Ana College

Effective: August 15, 2011
Hourly Lecture Rate: III-3 \$57.03

Grethe, Heather
Instructor, HSS/ABE/GED/Reading and Writing
Continuing Education Division (CEC)
Santa Ana College

Effective: July 18, 2011
Hourly Lecture Rate: II-2 \$41.97

FACULTY (CONT'D)

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

Guo, Hong
Instructor, Library Technology
Academic Affairs Division
Santa Ana College

Effective: August 15, 2011
Hourly Lecture Rate: III-3 \$57.03

Gutierrez, George
Instructor, HSS/Bridge/Spanish
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: I-2 \$40.97

Hershberg, Teri
Instructor, HSS/GED/ABE/Parenting
Continuing Education Division (CEC)
Santa Ana College

Effective: July 11, 2011
Hourly Lecture Rate: II-2 \$41.97

King, Yesenia
Instructor, Sociology
Humanities and Social Sciences Division
Santa Ana College

Effective: August 15, 2011
Hourly Lecture Rate: II-3 \$54.32

Maiocco, Michael
Instructor, Criminal Justice
Human Services and Technology Division
Santa Ana College

Effective: August 15, 2011
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Marting, Danielle
Instructor, HSS/Bridge/English
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: I-2 \$40.97

Marting, Richard
Instructor, HSS/Bridge/English
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: II-2 \$41.97

Mauser-Hawley, Sonia
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: July 11, 2011
Hourly Lecture Rate: II-3 \$43.07

Molinari, Michael
Instructor, Water Utility Science
Business and Career Technical Education Division
Santiago Canyon College

Effective: August 15, 2011
Hourly Lecture Rate: I-3 \$51.73

FACULTY (CONT'D)

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

Rebbe, Robert
Instructor, Fire Technology
Human Services and Technology Division
Santa Ana College

Effective: July 21, 2011
Hourly Lecture/Lab Rates: I-3 \$51.73/43.97

Rodriguez Castillo, Mario
Instructor, Engineering
Business Division
Santa Ana College

Effective: August 1, 2011
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Rubio, Joel
Instructor, HSS/Bridge/Spanish
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: II-2 \$41.97

Ullrich, Paul
Instructor, HSS/Bridge/Math
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: I-2 \$40.97

Wali, Samed
Instructor, HSS/Bridge/Math
Continuing Education Division (CEC)
Santa Ana College

Effective: June 27, 2011
Hourly Lecture Rate: I-2 \$40.97

Yue, Amy
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: July 11, 2011
Hourly Lecture Rate: II-2 \$41.97

Non-paid Instructors of Record

De Metropolis, Sean
Instructor, Fire Technology (equivalency)
Orange City Fire Dept.
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011

McDaniel, Shawn
Instructor, Fire Technology (equivalency)
Orange County Fire Authority
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011

FACULTY (CONT'D)

Non-paid Instructors of Record (cont'd)

Obermeier, Douglas
Instructor, Fire Technology (equivalency)
Orange County Fire Authority
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011

Perez, Miguel
Instructor, Fire Technology (equivalency)
Orange City Fire Dept
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011

Sherman, David
Instructor, Fire Technology (equivalency)
Orange City Fire Dept
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011

Soman, Megan
Instructor, Fire Technology (equivalency)
Orange County Fire Authority
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011

Willson, Brandon
Instructor, Fire Technology (equivalency)
Corona Fire Dept.
Human Services and Technology Division
Santa Ana College

Effective: July 1 2011

Yeun, Michael
Instructor, Fire Technology (equivalency)
Corona Fire Dept
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011

Non-paid Intern Service

Boskovich, Lisa
DSPS Instructional Assistant Intern
Santiago Canyon College

Effective: August 15 – December 16, 2011
College Affiliation: CSU, Fullerton
Discipline: Human Services

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Nguyen, Binh Q.
Financial Aid Technician Intern
Santiago Canyon College

Effective: July 26 – May 18, 2012
College Affiliation: CSU, Fullerton
Discipline: Higher Education Leadership

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and Elyse Chaplin ("Administrator"), on the other hand, hereby enter into this Educational Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Associate Dean, Disabled Students Programs and Services ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing August 8, 2011 and ending June 30, 2013. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the

District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$91,812 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance

with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and Marsha Gable ("Administrator"), on the other hand, hereby enter into this Educational Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Associate Dean of Extended Opportunities Programs and Services ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing July 28, 2011 and ending June 30, 2013. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any administrative position

within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$91,812 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance

with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and Adam O'Connor ("Administrator"), on the other hand, hereby enter into this Classified Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Interim Assistant Vice Chancellor of Fiscal Services ("Position"). Administrator is a "classified employee" as defined in sub-section "b" of Section 87001.5 of the *Education Code*, is a "classified administrator" as defined in sub-section "c" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing August 1, 2011 and ending June 30, 2012.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$143,772 per academic year (July 1 through June 30), pro-rated if less than a full academic year,

paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Retreat Rights.** Administrator has no retreat rights to any faculty or classified position, except as provided by law.

15. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

16. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

17. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to

determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

18. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

19. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

20. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

21. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

22. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and Linda Rose ("Administrator"), on the other hand, hereby enter into this Educational Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Vice President of Academic Affairs at Santa Ana College ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing August 2, 2011 and ending June 30, 2013. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the

District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$131,292 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance

with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and Aracely Mora ("Administrator"), on the other hand, hereby enter into this Educational Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Vice President, Academic Affairs ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing June 21, 2011 and ending June 30, 2013. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any administrative position within the District for which Administrator is qualified, and may change the title of the Position,

during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$159,744 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the

necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

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19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

2011/2012 Contract and Part-time Coaching Stipends

Attachment #6

NAME	COACHING ASSIGNMENT	SPORT	COLLEGE	STIPEND
Abbey, Troy	Head	Volleyball (W)	SAC	\$1,750.00
Breig, David	Head	Basketball (M)	SAC	\$1,750.00
Bryant, John	Co-Head	Baseball	SAC	\$5,160.00
Coffman, Jodi	Head	Soccer (W)	SAC	\$1,750.00
Gonzales, Frank	Assistant	Wrestling	SAC	\$4,500.00
Gorrie, Dick	Assistant	Football	SAC	\$3,000.00
Jones, Geoff	Head	Football	SAC	\$1,750.00
Luppani, Flo	Head	Basketball (W)	SAC	\$1,750.00
Matz, Tim	Assistant	Baseball	SAC	\$5,160.00
Mitzel, Miriam	Head	Cross Country	SAC	\$1,750.00
Mitzel, Miriam	Head	Track	SAC	\$1,750.00
Nutter, Kim	Head	Softball	SAC	\$0.00
Ogas, David	Assistant	Football	SAC	\$1,250.00
Ogas, Mike	Assistant	Football	SAC	\$4,500.00
Olsen, Kris	Head	Golf (W)	SAC	\$1,750.00
Popovich, Don	Assistant	Baseball	SAC	\$5,160.00
Rapoza, Jessica	Chief Assistant	Softball	SAC	\$8,250.00
Rapp, Benny	Assistant	Football	SAC	\$4,500.00
Reyes, Alfred	Chief Assistant	Swimming (W)	SAC	\$6,500.00
Reyes, Alfred	Assistant	Water Polo (W)	SAC	\$6,500.00
Reyes, Alfred	Head	Water Polo (M)	SAC	\$1,750.00
Shine, Casey	Chief Assistant	Football	SAC	\$6,500.00
Shine, Tom	Chief Assistant	Football	SAC	\$3,500.00
Silva, Vince	Head	Wrestling	SAC	\$1,750.00
Sneddon, Don	Co-Head	Baseball	SAC	\$1,750.00
Vasquez, Jose	Head	Soccer (M)	SAC	\$1,750.00
Vos, Michelle	Head	Swimming (W)	SAC	\$1,750.00
Vos, Michelle	Head	Water Polo (W)	SAC	\$1,750.00
Vos, Michelle	Assistant	Water Polo (M)	SAC	\$6,500.00
Cummins, Shawn	Head	Cross Country (M)	SCC	\$1,750.00
Cummins, Shawn	Coach	Track (M)	SCC	\$1,750.00
Camarco, Lisa	Head Coach	Softball	SCC	\$1,750.00
Fraser, Wade	Coach	Soccer (M)	SCC	\$1,750.00
Hermen, Lisa	Chief Assistant	Soccer (W)	SCC	\$5,500.00
Klabacha, Lindsay	Chief Assistant	Softball	SCC	\$6,500.00
Pickett, Gary	Chief Assistant	Track/Field (M)	SCC	\$2,250.00
Pickett, Gary	Chief Assistant	Cross Country (M)	SCC	\$3,250.00
Gorrie, Dick	Head Coach	Golf (M)	SCC	\$1,750.00
Woodhead, Ian	Head Coach	Soccer (W)	SCC	\$1,750.00
Woolley, Chris	Chief Assistant	Soccer (W)	SCC	\$5,500.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

JULY 25, 2011

CLASSIFIEDReduction in Force Lay OffsAttachment #1Revised Job DescriptionAttachment #2

Applications Specialist I

Grade 13

Hourly On Going to Contract

Gutierrez Lucero, Maria

Effective: July 1, 2011

From: Student Activities Specialist

Grade 10, Step 1 + 2.5%Bil \$3406

To: Administrative Clerk (CL11-0284)/
Orange Education Center

Kay, Trevor

Effective: July 1, 2011

From: Admissions/Records Spec I

Grade 10, Step 1 + 5PG (1250) \$3427.17

To: Admissions/Records Spec III/ SAC
(CL11-0286)Out of Class Assignment

Belmares, David

Effective: 07/01/11 – 12/16/11

Tech Specialist II/ ITS

Grade 15, Step 1 + 2PG \$4363.33

Ericson, Cherie

Effective: 07/01/11 – 06/30/12

Accountant/ Child Dev. Services/ District

Grade 13, Step 5 + 4PG \$ 4841.67

Gil, Maria

Effective: 07/01/11 – 09/30/11

Resource Dev. Coordinator/ Resource Dev.
District

Grade 16, Step 3 + 2PG \$5088.33

Gouldsmith, Kenneth

Effective: 07/01/11 – 07/11/11

District Safety & Security Supervisor
Supervisory

Grade M, Step 1 + 7.5%L \$5240

Mills, Amy

Effective: 07/01/11 – 06/30/12

Administrative Secretary/ Child Dev.
Services/ SAC

Grade 12, Step 1 \$3653

Out of Class Assignment cont'd

Salas, Solomon
Tech Specialist II/ ITS

Effective: 07/01/11 – 12/16/11
Grade 15, Step 5 + 5%L \$5464

Villasenor, Francisco
Accountant/ Resource Dev./ District

Effective: 07/01/11 – 06/30/12
Grade 13, Step 1 + 1PG \$3886.67

Withey, Tonimarie
Administrative Secretary/ Fine &
Performing Arts / SAC

Effective: 07/07/11 – 08/05/11
Grade 12, Step 6 + 7.5%L \$5017

Return to Regular Assignment

Gouldsmith, Kenneth
Sr. District Safety Officer/ SCC

Effective: 07/12/11
Grade 11, Step 6 + 7.5%L \$4765

Change in Assignment

Clarke, Roger
District Safety Officer
From: School of Continuing
Education/SAC
To: SAC

Effective: 07/03/11
Grade 9, Step 6 + 7.5%L + 5%SW \$4572

Gonzalez, Araceli
General Office Clerk
From: Child Dev. Services
To: School of Continuing Education/SAC
(RIF)

Effective: 07/01/11
Grade 3, Step 2 + 1PG \$2717.67

Herndon, Timothy
District Safety Officer
From: SCC
To: School of Continuing Education/SAC

Effective: 07/04/11
Grade 9, Step 1 \$3179

Knorr, David
District Safety Officer
From: SAC To: SCC

Effective: 07/04/11
Grade 9, Step 5 + 5% SW \$4064

Change in Assignment cont'd

McAdam, Justin	Effective: 07/18/11
Custodian	Grade 4, Step 1 + 7.5%GY \$2834
From: Child Dev. Services	
To: Admin. Services/ SAC	
(RIF)	

Change in Position

Smith, James	Effective: July 1, 2011
From: Tech Specialist I	Grade 13, Step 6 \$4911
To: Help Desk Analyst/ ITS (Reassigned)	
Sanchez, Salvador	Effective: July 18, 2011
From: Custodian	Grade 7, Step 5 + 5% SW \$3749
To: Sr. Custodian Utility Worker /Admin.	
Services/ SAC	
(CL11-0298)	

Voluntary Furlough

Blake, Sherri	Effective: 07/01/11 – 07/28/11
Student Services Coordinator/ Counseling/	Grade 16, Step 5 + 1PG @ 75% VF
SAC	\$4182.42

Leave of Absence

Rodriguez, Ruth	Effective: 07/11/11 – 07/15/11
Senior Interpreter/ DSPS/ SAC	08/01/11 – 08/05/11
	12/19/11 – 12/23/11
	01/02/12 – 01/06/12
	Non Paid Period 11 Month Contract

Ratification of Resignation/Retirement

Blake, Sherri	Effective: July 28, 2011
Student Services Coordinator/ Counseling/	Reason: Resignation
SAC	
Graham, Song	Effective: August 1, 2011
Transfer Center Specialist/ Counseling/	Reason: Resignation
SCC	

Ratification of Resignation/Retirement cont'd

Janus, Louise DSPS Specialist/ DSPS/ SAC	Effective: August 14, 2011 Reason: Resignation
Ruiz, Lupe High School & Comm. Outreach Specialist/ EOPS/ SAC	Effective: June 28, 2011 Reason: Deceased
Spencer, Melissa Human Resources Technician/ Human Resources	Effective: July 15, 2011 Reason: Resignation
Tran, Kieu Loan Admissions & Records Specialist II/ SCC	Effective: July 15, 2011 Reason: Resignation

CLASSIFIED HOURLY

Temporary to Hourly On Going

Nguyen, Mai Admissions & Records Specialist I (CL11-0290)/ SCC	Effective: July 1, 2011 19 Hours/Week 12 Month Grade 6, Step A \$16.20/Hour
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Change in Assignment

Clayton, Joe District Safety Officer From: CEC/Santa Ana High School To: CEC/Godinez High School	Effective: July 4, 2011 Up to 19 Hours/Week School Session Grade 9, Step A \$18.27/Hour
Harris Courtney District Safety Officer From: SCC To: CEC/Santa Ana High School	Effective: 07/04/11 Up to 19 Hours/Week School Session Grade 9, Step A \$18.27/ Hour

Out of Class Assignment

Campos, Griselda Senior Clerk/ Child Dev. Services/ District	Effective: 07/01/11 – 06/30/12 19 Hours/Week 12 Month Grade 8, Step A \$1448.85
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Out of Class Assignment cont'd

Duong, Linda
Applications Specialist I/ Library/ SAC

Effective: 06/30/11 – 10/31/11
19 Hours/Week 10 Month
Grade 13, Step A + 6PG \$1976.57

Leave of Absence

Bellis, Barbara
Library Tech I/ SCC

Effective: 08/08/11 – 08/19/11
12/12/11 – 12/30/11
01/02/12 – 01/20/12
Non Paid Period 10 Month Contract

Butler, Aaron
Athletic Field Grounds Worker/ SAC

Effective: 07/11/11 – 08/06/11
06/03/12 – 06/30/12
Non Paid Period 10 month Contract

Connaker, William
Learning Assistant/ Math & Science/ SCC

Effective: 08/15/11 – 08/19/11
01/09/12 – 01/13/12
05/21/12 – 05/25/12
06/04/12 – 06/08/12
Non Paid Period 11 Month Contract

Duong, Tommy
Custodian/ SAC

Effective: 07/03/11 – 07/29/11
08/01/11 – 08/19/11
01/02/12 – 01/07/12
Non Paid Period 10 Month Contract
Revised Schedule

Holmes, Michelle
Learning Assistant/ Math & Science/ SCC

Effective: 12/12/11 – 12/16/11
01/09/12 – 01/13/12
03/19/12 – 03/23/12
05/21/12 – 05/25/12
Non Paid Period 11 Month Contract

Leung, Sharon
Intermediate Clerk/ School of Continuing
Education/SAC

Effective: 08/22/11 – 08/26/11
12/05/11 – 12/09/11
02/13/12 – 02/17/12
04/02/12 – 04/06/12
Non Paid Period 11 Month Contract

Leave of Absence cont'd

Shah, Sumitra	Effective: 08/01/11 – 08/05/11
Learning Facilitator/ Math & Science/ SCC	12/19/11 – 12/23/11
	01/09/12 – 01/13/12
	05/21/12 – 05/25/12
	Non Paid Period 11 Month Contract
Villa, Mario	Effective: 12/12/11 – 12/16/11
Intermediate Clerk/ School of Continuing	06/04/12 – 06/22/12
Education/SAC	Non Paid Period 11 Month Contract

Ratification of Resignation/Retirement

Hernandez, Oscar	Effective: June 16, 2011
Instructional Assistant/ School of	Reason: Resignation
Continuing Education/SAC	
Hurtado, Diane	Effective: June 30, 2011
Student Services Specialist/ Student	Reason: Resignation
Affairs/ SAC	
Woolery, Lisa	Effective: August 23, 2011
Board of Trustees	Reason: Resignation

TEMPORARY ASSIGNMENT

Bogdan, Gloria	Effective: 08/01/11 – 12/13/11
Administrative Clerk/ Admin. Services/	01/09/12 – 03/13/12
SAC	03/26/12 – 05/15/12
Bui, Annette	Effective: 07/26/11 – 12/09/11
Instructional Assistant/ EOPS/ SAC	01/17/12 – 05/25/12
Campos, Griselda	Effective: 07/26/11 – 06/30/12
Sr. Clerk/ Child Dev. Services/ District	
Cordova, Alexandra	Effective: 08/22/11 – 12/12/11
Instructional Assistant/ Science & Math/	
SAC	
Counts, Christopher	Effective: 07/01/11 – 06/30/12
District Safety Officer / SAC	

TEMPORARY ASSIGNMENT cont'd

Cruz, Hernina Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11
Dang, Anh Transfer Center Spec./ Counseling/ SCC	Effective: 08/01/11 – 11/13/11 11/28/11 – 12/09/11 01/09/12 – 03/16/12 03/26/12 – 06/08/12
Dennis, Susan Accompanist/ Fine & Performing Arts /SAC	Effective: 08/22/11 – 05/18/12
Eaton, Michael District Safety Officer / SAC	Effective: 07/26/11 – 06/03/12
Eldridge, William District Safety Officer / SAC	Effective: 07/26/11 – 06/30/12
Franco, Mark Transfer Center Specialist/ Counseling/ SAC	Effective: 07/26/11 – 05/18/12
Gan, Jessy Instructional Assistant/ Fine & Performing Arts /SAC	Effective: 08/22/11 – 12/10/11 01/23/12 – 06/30/12
Harrison, Nathaniel District Safety Officer / SAC	Effective: 07/26/11 – 06/30/12
Ilfeld, Catherine Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11
Le, Tuan District Safety Officer / SAC	Effective: 07/26/11 – 06/30/12
Lee, Alfred Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11

TEMPORARY ASSIGNMENT cont'd

Lo, Long Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11
Lopez, Henderson Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11
Macias, Anthony Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 - 12/12/11
Mateer, Penny Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11
Meas, Sokennrey Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11
Nabulsi, Nada Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11
Orozco, Vanessa Transfer Center Specialist/ Counseling/ SAC	Effective: 07/26/11 – 12/09/11 01/16/12 – 03/16/12 03/26/12 – 05/18/12
Ospino, Frank Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11
Pham, Minh Trang Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11
Romero, Esther Cashier/ Auxiliary Services/ SAC	Effective: 07/26/11 – 12/16/11
Shuffle, Eric Instructional Assistant/ Science & Math/ SAC	Effective: 08/22/11 – 12/12/11

TEMPORARY ASSIGNMENT cont'd

Tatman, Joshua	Effective: 08/22/11 – 12/03/11
Instructional Assistant/Business & Career/ SCC	01/23/12 – 05/12/12

Tran, Ana Mai	Effective: 08/22/11 – 12/12/11
Instructional Assistant/ Science & Math/ SAC	

Tran, Van	Effective: 08/22/11 – 12/12/11
Instructional Assistant/ Science & Math/ SAC	

Trinh, Lien	Effective: 08/22/11 – 12/12/11
Instructional Assistant/ Science & Math/ SAC	

Uribe, Brandon	Effective: 08/22/11 – 12/12/11
Instructional Assistant/ Science & Math/ SAC	

Zambrano, Adalberto	Effective: 08/22/11 – 12/12/11
Instructional Assistant/ Science & Math/ SAC	

Change in Temporary Assignment

Cena Revelo, Carolina	Effective: 07/01/11 – 06/30/12
From: CD Intern II	
To: CD Intern I	

Rodriguez, Ruth	Effective: 05/23/11 – 05/27/11
Sr. Interpreter/ DSPS/ SAC	

Additional Hours for On Going Assignment

Aguirre, Marysol	Effective: 06/16/11 – 06/30/11
Instructional Assistant/ School of	07/01/11 – 06/30/12
Continuing Education/SAC	Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Avila, Edgar District Safety Officer/ SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Barajas, Yesenia Instructional Assistant/ School of Continuing Education/SAC	Effective: 06/16/11 – 06/30/11 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Campos, Griselda Data Entry Clerk/ Child Dev. Services/ District	Effective: 07/01/11 – 07/25/11 Not to exceed 19 consecutive days in any given period.
Chaikaew, Jarunee Instructional Assistant/ School of Continuing Education/SAC	Effective: 05/31/11 – 06/30/11 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Clayton, Joe District Safety Officer/ SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Crenshaw, Stephen Instructional Assistant/ School of Continuing Education/SAC	Effective: 05/31/11 – 06/30/11 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Delgado, Juan District Safety Officer /SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Donaldson, Brandi Career Tech/ DSPS/ SAC	Effective: 07/01/11 – 12/30/11 Not to exceed 19 consecutive days in any given period.
Donaldson, Brandi Career Tech./ DSPS/ SAC	Effective: 07/01/11 – 12/30/11 Not to exceed 19 consecutive days in any given period.
Douglas, Robert District Safety Officer /SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Escobar, David District Safety Officer / SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Gahbler, Marisol Instructional Assistant/ School of Continuing Education/SAC	Effective: 05/31/11 – 06/30/11 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Garcia, Jose Custodian/ Child Dev. Services/ SAC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Gerali, Jacquelyn Career Tech/ DSPS/ SAC	Effective: 07/01/11 – 12/30/11 Not to exceed 19 consecutive days in any given period.
Gonzales, Freddie District Safety Officer / SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Gonzalez, Jaime District Safety Officer / SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Hanson, Veronica Admissions & Records Spec. II/ SCC	Effective: 07/25/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Harris, Courtney District Safety Officer / SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Harvey, Hermando District Safety Officer / SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Hernandez Morales, Arturo Instructional Assistant/ School of Continuing Education/SAC	Effective: 05/31/11 – 06/30/11 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Knepper, Maria Instructional Assistant/ School of Continuing Education/SAC	Effective: 06/20/11 – 06/30/11 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Loayza, Santiago Instructional Center Tech./ School of Continuing Education/SAC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Mendoza, Emelda Instructional Assistant/ School of Continuing Education/SAC	Effective: 06/15/11 – 06/30/11 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Montanez, Jesse District Safety Officer / SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Navarro, Lewis District Safety Officer / SAC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Nguyen, John District Safety Officer/ SAC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Nguyen, Mai Admissions & Records Spec. I/ SCC	Effective: 07/25/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Palomares, Eva Transfer Center Specialist/ Counseling/ SAC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Pineda, Maribel Transfer Center Specialist/ Counseling/ SAC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Silva, Nancy Instructional Assistant/ School of Continuing Education/SAC	Effective: 06/13/11 – 06/30/11 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Valdovinos, Liliana Instructional Assistant/ School of Continuing Education/SAC	Effective: 06/06/11 – 06/30/11 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Valeriotte, Robert Instructional Assistant/ Math & Science/ SCC	Effective: 07/01/11 – 12/11/11 01/23/12 – 05/18/12 Not to exceed 19 consecutive days in any given period.
Vega, Brenda High School & Comm. Outreach Spec./ School of Continuing Education/SAC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Velasquez, Patricia District Safety Officer /SAC	Effective: 07/01/11 - 06/30/12 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Arreola, Patricia Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Arriaga, Sergio Student Services Spec./ Student Services/ SCC	Effective: 07/01/11 – 08/14/11 08/15/11 – 06/30/12
Avila, Edgar District Safety Officer/ SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Cardenas, Raul Technical Specialist I/ ITS/ SAC	Effective: 07/01/11 – 12/16/11
Chang Mary Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/05/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Clayton, Joe District Safety Officer/ School of Continuing Education/SAC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.

Substitute Assignments cont'd

Counts, Christopher
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12

Delgado, Juan
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Douglas, Robert
District Safety Officer/ SAC & SCC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Duong, Linda
Applications Specialist I/ Library/ SAC

Effective: 07/06/11 – 09/30/11

Duong, Quyen
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 05/16/11 – 05/16/11

Eaton, Michael
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12

Eldridge, William
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12

Escobar, David
District Safety Officer /SAC & SCC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Flores, Juan
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/06/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Gonzales, Freddie
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Gonzalez, Jaime
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Harris, Courtney
District Safety Officer /SAC & SCC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments cont'd

Harrison, Nathaniel
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12

Harvey, Hermando
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Hernandez, Marisa
Administrative Secretary/ Health Center/
SAC

Effective: 07/01/11 – 06/30/12

Hong, Tammy
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Le, Tuan
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12

Marthell, Monique
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Montanez, Jesse
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Navarro, Lewis
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Nguyen, James
Technical Spec. I/ ITS/ SAC

Effective: 07/01/11 – 12/16/11

Nguyen, Jimmy
Administrative Secretary/ Math & Science/
SCC

Effective: 06/13/11 – 06/30/11
07/01/11 – 06/30/12

Nguyen, John
District Safety Officer / SAC & SCC

Effective: 07/01/11 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments cont'd

Velasquez, Patricia District Safety Officer / SAC & SCC	Effective: 07/01/11 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Vogen, Angela Career Tech/ DSPS/ SAC	Effective: 07/01/11 – 07/14/11

MISCELLANEOUS POSITIONS

Cena Revelo, Carolina Child Dev. Intern II/ Child Dev. Serv./ School of Continuing Education/SAC	Effective: 08/25/11 – 06/30/12
Davalos Flores, Yesenia Child Dev. Intern II/ Child Dev. Serv./ SAC	Effective: 08/17/11 – 06/30/12
Larson, Sandon Sign Language Interpreter	Effective: 07/01/11 – 06/30/12
Ward, Karen Bookstore Manager <i>Supervisory</i>	Effective: 07/01/11 – 09/09/11

Community Services Presenter

Keller, Jeremy	Effective: 06/23/11
Meyer, Tara	Effective: 06/21/11
Shoro, Natasha	Effective: 06/07/11
South, Jammie	Effective: 06/27/11

Instructional Associates/Associate Assistants

Criminal Justice

Atkinson, Nathan	Effective: 07/26/11
Blank, John	Effective: 06/21/11

Instructional Associates/Associate Assistants cont'd

Criminal Justice

Foster, Daniel Effective: 07/26/11

Fuzzard, Margaret Effective: 07/26/11

Krudwig, Travis Effective: 07/26/11

Tann, David Effective: 07/26/11

Exercise Science

Brown Cockrell, Laron Effective: 06/23/11

Franco, Douglas Effective: 07/26/1

Retiz Trevino, Jose Effective: 06/23/11

Basic Skills

Fox, Maureen Effective: 08/22/11

COMMUNITY SERVICE PRESENTERS

Stipends Effective May 11 – June 10, 2011

Emaguna, Johnathan Amount: \$ 623.78

Hogue, Tom Amount: \$ 6,311.16

Larsen, Jo Ellen Amount: \$ 237.63

Manuel, Robert Amount: \$ 110.54

Rivera, Rodrigo Amount: \$ 117.47

Sheldon, Joel Amount: \$ 210.00

Wilkes, Doug Amount: \$ 2,773.00

VOLUNTEERS

Zamudio, Rocio Effective: 08/01/11 – 06/30/12

Non Student/ Counseling/ SAC

2010/2011

Effective: 06/23/11-06/30/11

Effective: 07/01/11-06/30/12

Effective: 07/01/11-06/30/12

Effective: 07/01/11-06/30/12

Effective: 07/01/11-06/30/12

Effective: 07/01/11-06/30/12

Effective: 07/01/11-06/30/12

Effective: 07/01/11-06/30/12

Effective: 07/07/11-06/30/12

Effective: 07/01/11-06/30/12

Effective: 07/01/11-06/30/12

Effective: 07/01/11-06/30/12

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Effective: 07/01/11-06/30/12

Effective: 07/06/11-06/30/12

Effective: 07/01/11-06/30/12

Effective: 07/01/11-08/08/11

Effective: 07/01/11-08/08/11

Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST

Alvarez, Agustin	Effective: 07/01/11-06/30/12
Avila, Javier	Effective: 07/01/11-06/30/12
Avila, Vanesa	Effective: 07/01/11-06/30/12
Cabrera, Amber	Effective: 07/01/11-06/30/12
Campos, Michael	Effective: 07/01/11-06/30/12
Chavez, Jessica	Effective: 07/01/11-06/30/12
Chavez, Martha	Effective: 07/01/11-06/30/12
Chiang, Kami L.	Effective: 07/01/11-06/30/12
Clarke, Kate	Effective: 07/01/11-06/30/12
Donze, Hayden	Effective: 07/01/11-06/30/12
Fast, Sarah	Effective: 07/01/11-06/30/12
Flores, Terese	Effective: 07/01/11-06/30/12
Grubbs, Nicholas	Effective: 07/01/11-06/30/12
Gutierrez, Gustavo	Effective: 07/01/11-06/30/12
Hardin, Eboni	Effective: 07/01/11-06/30/12
Hernandez, Maria	Effective: 07/01/11-06/30/12
Hughes, Jessica	Effective: 07/01/11-06/30/12
Kepford, Kyle	Effective: 07/01/11-06/30/12
Leyva, April	Effective: 07/25/11-06/30/12
Lopez, Patricia	Effective: 07/01/11-06/30/12
Lugo, Maria	Effective: 07/01/11-06/30/12
Ochoa, Luz	Effective: 07/01/11-06/30/12
Oliveros, Yesenia	Effective: 07/01/11-06/30/12
Pinedo, Ana	Effective: 07/01/11-06/30/12
Resendiz, Briahna	Effective: 07/01/11-06/30/12
Reyes, Blanca	Effective: 07/01/11-06/30/12
Rizo Lara, Antonio	Effective: 07/01/11-06/30/12
Romero, Yvette	Effective: 07/01/11-06/30/12
Rosales, Sara	Effective: 07/01/11-06/30/12
Santos, Donna	Effective: 07/01/11-06/30/12
Soto Banda, Antonio	Effective: 07/01/11-06/30/12
Soto Banda, Miguel	Effective: 07/01/11-06/30/12
Stone, Elizabeth	Effective: 07/01/11-06/30/12
Vetter, William	Effective: 07/01/11-06/30/12

Reduction in Force Lay Offs

Attachment #1

Vasquez, Leticia	Effective: June 30, 2011
General Office Clerk/Child Dev. Services	75% FTE 12 Months

Attachment #2

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
Revised July 2011

APPLICATIONS SPECIALIST I

CLASS SUMMARY

Under general direction, administers, modifies and enhances a single database server for a specific operational area of the District. Performs related duties as required.

REPRESENTATIVE DUTIES

Provide technical support to staff and students; perform migration & data conversion; install production system, assess post-installation implementation; set up different levels of system security access, create user accounts with appropriate security level according to functionality; maintain and monitor the system operations, troubleshoot & resolve problems; perform system upgrade, assess pre-upgrade and post-upgrade implementation; participate in operation & technology planning with ITS staff; develop & generate assists in the development, documentation and maintenance of programming standards, procedures, and data structures; resolves program operating problems and monitors efficiency of systems; trains customers; coordinates projects with other staff; may convert programs provided by the State Chancellor's Office to provide state mandated reports; learns new languages and technologies as required; may act as a project leader.

ORGANIZATIONAL RELATIONSHIPS

This position reports to the designated supervisor or Information Services manager.

DESIRABLE QUALIFICATION GUIDE

Training and Experience

A Bachelor's degree in Information Technology, Computer Science or related field and 1 year experience in programming and/or systems analysis. Relevant experience that provides the required knowledge and abilities may be substituted for the educational requirements on a year-for-year basis.

Knowledge and Abilities

Knowledge of principles, practices and technologies of computer operations, programming and systems analysis; other computer languages used; computer hardware and software used; principals of training.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
Revised July 2011

APPLICATIONS SPECIALIST I cont'd

Ability to analyze and develop programs and systems including writing, testing, debugging, and documentation; prepare flowcharts and diagrams; troubleshoot programmed computer operations; perform complex technical tasks accurately and within defined deadlines; communicate effectively orally and in writing; establish cooperative working relationships with staff, administrators, and others contacted in the course of performing assigned duties. Pass District – administered programming aptitude test.

WORKING CONDITIONS

This position requires ability to use a computer workstation throughout the workday.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: July 25, 2011
Re:	Adoption of Resolution No. 11-25 regarding Reduction in Force of Classified Staff	
Action:	Request for Approval	

BACKGROUND

A federally funded CTEA grant at Santa Ana College was reduced by \$335,764 on July 1, 2011.

ANALYSIS

The district will no longer receive the level of funds necessary to support two part-time classified positions and one full-time classified position assigned to this grant program. Due to the continued fiscal crisis in California, general fund dollars are not available to support these positions.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 11-25.

Fiscal Impact: TBD	Board Date: July 25, 2011
Prepared by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Resolution Regarding the Reduction in Force of Classified Staff

Resolution No. 11-25

Whereas, the Federal Government is reducing its support for CTEA (Career and Technical Education Act) for the 2011-2012 fiscal year by \$335,764; and

Whereas, the funding for this program was reduced on July 1, 2011; and

Whereas, other funding sources do not exist to continue to support these classified positions at their current level; and

Whereas, the District finds it necessary to reduce staffing in the CTEA Program in order to offset income lost as a result of these reductions in federal support; and

Whereas due to lack of funds/lack of work, the Governing Board finds it in the best interest of the District, that as of June 30, 2011 certain services now being provided by the District be reduced or discontinued by the following extent.

NOW, THEREFORE, BE IT RESOLVED, that as of June 30, 2011 the classified workforce of the District will be reduced or discontinued to the extent set forth as follows:

Career Technician, 47.5% FTE, 12 month, SAC/ Counseling eliminated
Career Technician, 47.5% FTE 12 month reduced to 37.5% FTE /10 months, SAC/ Counseling
Administrative Clerk, 100% FTE, 12 month, reduced to 100% FTE, 10 month

BE IT FURTHER RESOLVED that the Executive Vice-Chancellor of Human Resources and Educational Services be and is hereby authorized and directed to give notice of layoff of these positions and of displacement rights to the affected classified employees of the District.

Dated this _____ day of _____ 2011

Ayes:

Noes:

Absent:

Abstain:

Dr. Raúl Rodríguez Chancellor
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Resources**

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services	
Action:	Request for Approval	

BACKGROUND

Since 1998 the District has been a member of the Southern California Community College District Employment Relations Consortium offered by the law firm of Liebert Cassidy Whitmore, which provides our management employees with six full days of training per year as outlined in the agreement. In addition, the District contracts with Liebert Cassidy Whitmore for general legal services on an as needed basis as outlined in the agreement.

ANALYSIS

Many of our management employees have attended these workshops at no additional expense and have found them to be helpful, educational and informative. The consortium is comprised of twenty (20) community college districts for an annual fee of Two Thousand Five Hundred Dollars (\$2500.00), provides an economical and effective strategy to provide management training.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor to renew the agreement for the 2011/2012 fiscal year.

Fiscal Impact: \$2,500 plus additional legal fees	Board Date: July 25, 2011
Prepared by: Josie Rodriguez, Asst to the Exec Vice Chancellor, Human Res. and Ed. Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Raúl Rodríguez, Chancellor	

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS District has the need to secure expert training and consulting services to assist District in its relations and negotiations with its employee organizations; and

WHEREAS District has determined that no less than twenty three (23) public agencies in the Southern California area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the District and is willing to perform such services;

NOW, THEREFORE, District and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2011, Attorney will provide the following services to District (and the other aforesaid public agencies):

1. Six (6) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by District and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to District for a fee of Two Thousand Five Hundred Dollars (\$2,500.00) payable in one payment prior to August 1, 2011. The fee, if paid after August 1, 2011 will be \$2,600.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by District, make itself available to District to provide representational, litigation, and other employment relations services. The District will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the District.

The range of hourly rates for Attorney time is from One Hundred Eighty to Three Hundred Dollars (\$180.00 - \$300.00) per hour for attorney staff and from One Hundred Five to One Hundred Forty Dollars (\$105.00 - \$140.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour. Attorney reviews its hourly rates in an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2011. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty three (23) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2011.

Dated: 6/27/11

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By [Signature]

Dated: _____

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By _____

Southern CA Community College Districts ERC 2011/2012 Planning Meeting Notes June 3, 2011

I. Comments

- The group discussed the pros and cons of using video-conferencing vs. webinar. Cynthia reported on her conversation with CENIC regarding the videoconferencing service. The group decided to increase the number of workshops presented by webinar and decrease the videoconferencing sessions.
- Some suggested using their TV studios to offer webinars where you can see both the presenter and the slides. LCW will explore this for some of the webinars.
- It was requested that the bulk of the workshops be geared towards Administrators and that they include practical applications.
- The group is interested in having follow up material to the workshops that they might have, including: talking points, instructor guide, or book club type questions for follow up. Another suggestion was a case study they could use post workshop that they could use with their CBA.
- Sandy is late with things; video conference information. The group reports that it was a very bumpy start but that things are improving. They think there is still needed improvement.
- Workshop Announcements will need to be refined for webinars – perhaps including the top 5-10 things that will be covered or a discussion guide.
- The **Human Resources Roundtable** will be offered on September 30th at the Southern 30 Business Meeting. This will be paid for from funds outside of the consortium and will be a live presentation.

II. Services Explained

- LCW has multiple monthly newsletters: Education Matters, The Briefing Room (geared towards campus law enforcement) and Fire Watch (geared towards Fire Safety Personnel). Consortium members may request to receive any or all of these publications. The newsletters are sent either via surface mail or via email. The email comes from Newsletter@lcwlegal.com so please ensure that this email address is accepted by your system.
- LCW provides a guide as to who should attend the workshops and requests that the Consortium use their best discretion when registering employees for the session as the composition of the audience can impact the message and tone of the workshop.
- Consortium Workshops across the State: ERC members are able to attend other Consortiums' workshops. If you are interested in attending, you must contact Sandy Conway two weeks prior to the scheduled workshop. Once all the registration sheets

Southern CA Community College Districts ERC 2011/2012 Planning Meeting Notes June 3, 2011

are received from the members of that Consortium, members from other Consortiums may attend, space permitting. There is no cost to attend another Consortium's workshop, unless they require a per person/refreshment fee.

- WWW.LCWLEGAL.COM: LCW's website is fully searchable for specific articles and content appearing in our monthly newsletters and our annual *Education Legislative Round-Up*. Once on our site, click on "search" under "News and Publications" and enter key words relating to the specific subject or bill you're seeking information on. For example, if you'd like information regarding bill AB 1825, simply type in 'AB 1825' in the search box and the information you need appears.
- Social Media – ERC Members can now follow us on Twitter and our Labor and Employment blog. Twitter followers receive instant tweets to our alerts of firm publications, blog posts, attorney authored articles and upcoming speaking engagements, events and seminars. <http://twitter.com/lcwlegal>. Blog subscribers receive weekly updates on fresh and new labor and employment issues from <http://www.ca.publicagencylaboremploymentblog.com>.
- Individual/customized training:
 - Includes the incorporation of your district policies and procedures, as well as an original set of materials for your reproduction.
 - Any of the workshops listed on the College Workshop Topics List can be presented outside of the consortium to one specific district or a group of districts to share the cost. Our rate for a three-hour, half day session ranges from \$1,600 - \$2,000 while a six-hour, full day session ranges from \$2,500 - \$3,000. If you schedule two half day sessions on the same day, we will honor the full day rate.
 - LCW can send an e-mail to other districts if a request for an individual workshop has been made and the district requesting the workshop wishes to combine with other districts. For more information, contact Anna Sanzone-Ortiz at (310) 981-2051.

III. Workshops for 2011/2012

Unless otherwise noted, all workshops will be conducted as 2 hour webinars with the third hour for question and answer.

- **Exercising Your Management Rights** (half day)
- **Prevention and Control of Absenteeism and Abuse of Leave** (half day)
- **The ABC's of Sustaining Discipline** (half day)

*Southern CA Community College Districts ERC
2011/2012 Planning Meeting Notes
June 3, 2011*

- **Creating a Culture of Respect** (half day) – *no webinar*
- **Public Sector Employment Law Update** (half day) – in January
- **Human Resources Academy I for Community College Districts** (half day)
- **Human Resources II for Community College Districts** (half day)
- **Sick and Disabled Employees** (half day) – *no webinar*
- **Mandated Reporting** (half day)
- **Speaking Freely or Shouting “Fire”** (half day) – *no webinar*
- **The Disability Interactive Process** (half day) – *no webinar*
- **Terminating the Employment Relationship** (half day) – *no webinar*
- ❖ Please note that LCW will be updating workshop titles. The title of the workshop may change but the content discussed at the planning meeting will remain as discussed.
- **Workshop hosts:**
 - Rancho Santa Margarita CCD has volunteered to host.
 - Sandy will contact remaining members to determine who else is willing to host. If you are willing to host, please contact her at sconway@lcwlegal.com or (310) 981-2023.
 - Hosting requires the district representative(s) to arrive early, distribute material, staff the registration table, box up any extra material to give to the presenter, and collect evaluation forms and sign-in sheets and mail back to Sandy.
- **Workshop scheduling:**
 - Consortium prefers to hold workshops on the 3rd Friday of the month.

III. Rate

- Membership fee will remain at \$2,500.
- A \$100 late fee applies after August 1, 2011.
- Invoices and contracts will be sent immediately so that any district wanting to pay all or part of their membership fee from this year's budget may do so.

CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES
42ND ANNUAL LEADERSHIP CONGRESS
Dallas, Texas – October 11-16, 2011

3 Board Members
(John Hanna)
(Phillip Yarbrough)
(Brian Conley)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
STUDENT TRUSTEE WORKSHOP
San Francisco, California – August 11-14, 2011

1 Board Member
(Andrew Hanson)

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Instructional Agreement with Taller San Jose	
Action:	Request for Approval	

BACKGROUND

Taller San Jose is a nonprofit agency affiliated with the Sisters of Saint Joseph which provides short-term employment training in the area of Career Technical Education to at risk young adults in Santa Ana, California.

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to enter into a partnership with Taller San Jose to offer Career Technical Education courses at their facility located at 801 N. Broadway, Santa Ana, CA 92701. This Agreement has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve the instructional agreement with Taller San Jose in Santa Ana, California.

Fiscal Impact:	\$3.50/instructional hour up to 5,000 hours/fiscal year	Board Date: July 25, 2011
Prepared by:	Ed Ripley, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING
Between
Rancho Santiago Community College District
And
Taller San Jose

THIS AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") is entered into the 1st day of July 2011 by and between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and Taller San Jose, in consideration of the mutual promises set forth below.

1. Description of Services. The College engages Taller San Jose to provide, and Taller San Jose agrees to provide, the services to the College which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. Taller San Jose agrees to obtain the written approval of the College prior to commencement of any new projects or services beyond the scope of this Agreement.

2. Term. The term of this Agreement shall commence on July 1, 2011, and continue for five (5) years, as described in Appendix A.

3. Compensation. Taller San Jose shall be compensated by College at the rate of \$3.50 per class hour for a maximum of 5,000 hours per fiscal year.

4. Ownership. Upon payment for Services rendered and expenses incurred, source code documentation and training materials relating to the Services shall become the property of College.

5. Authority. Taller San Jose shall have no authority to bind, obligate, or commit College by any promise or representation without the prior written approval of College.

6. Taxes. Taller San Jose shall be responsible for and payment of all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. Taller San Jose shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes, Social Security taxes, and worker's compensation premiums for College employees.

7. Termination of Agreement.

a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Appendix A, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other thirty (30) calendar days written notice.

b. Termination of this Agreement by College requires that Taller San Jose will return College's papers and property promptly upon receipt of payment for outstanding fees and costs. Termination of this Agreement will not affect College's responsibility for payment of Services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.

8. Confidentiality. In consideration of this Agreement with College, Taller San Jose agrees to the following conditions relating specifically to College's confidential information (as defined below):

a. Confidential information includes, but is not limited to, all proprietary information of College such as trade secrets, designs, drawings, specifications, computer programs, support materials, information regarding College's students, business operations and plans, or other records concerning College's finances, contracts, services, or personnel.

b. Taller San Jose shall respect the confidences of College and shall not at any time, during or after its relationship with College, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any confidential information that has been obtained as a result of the relationship with College.

c. Taller San Jose shall take such steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior written consent of College. Taller San Jose agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.

d. This Agreement not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of its own. Taller San Jose will report to College any and all unauthorized disclosures or uses of confidential information.

e. The following information of College shall not be considered confidential information for purposes of this Agreement: (1) information known by Taller San Jose at time of acknowledgement; or (2) information lawfully obtainable from other sources.

9. Limitation of Liability. Neither party will be liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the services provided by Taller San Jose even if a party has been advised of the possibility of such damages. Taller San Jose's total liability arising out of, or in connection with, any event or series of connected events occurring in connection with the services of this Agreement shall not exceed the amount of fees paid under this Agreement.

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

11. Entire Agreement. This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

12. Notices. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.

13. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

14. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

16. Survival. The representations, warranties, covenants, and agreements of the parties to this Agreement shall survive termination of this Agreement.

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

COLLEGE

Signature:

Date:

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

TALLER SAN JOSE

Signature:

Date:

Shawna Smith, CEO
Taller San Jose
801 North Broadway
Santa Ana, CA 92701-3423
(714) 543-5105

APPENDIX A

Santa Ana College School of Continuing Education is supportive of activities that promote the wellbeing, educational achievement, and social adjustments of individuals and families in our community. It is agreed that the College will provide instructors as an in-kind contribution. Santa Ana College School of Continuing Education will hire the instructors according to its existing policies and procedures. It will evaluate the instructors at regular intervals and add additional classes as needed.

As part of this partnership, Santa Ana College School of Continuing Education will provide the following in-kind services for Taller San Jose:

- Career Technical Education Courses
- Agree to modify or terminate service contract at request of either party.

Taller San Jose will provide the use of their facilities to Santa Ana College School of Continuing Education for the agreed upon rate of \$3.50 for instructional hour up to 5,000 hours a fiscal year.

This Agreement is to be effective July 1, 2011, for a maximum of five (5) years, and to continue until terminated by either party at will or without cause, upon thirty (30) days prior written notice. This Agreement may be reviewed at the request of either party.

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of New OTA Agreement – Yes I Can! Occupational Therapy Inc.	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Yes I Can! Occupational Therapy Inc. in Walnut, California.

Fiscal Impact:	None	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 26th day of July, 2011 by and between **Yes I Can! Occupational Therapy Inc.**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

**District: Rancho Santiago Community
College District**

**Rancho Santiago Community College
District**

2323 N. Broadway
Santa Ana, CA 92706

Agency: Yes I Can! Occupational Therapy Inc.

Yes I Can! Occupational Therapy Inc.

18800 Amar Road, Suite B-16
Walnut CA 91789

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Mary Ellen Florendo-Tan OTR/L
Director

Date: _____

Date: _____

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of OTA Agreement Renewal – Gallagher Pediatric Therapy	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Gallagher Pediatric Therapy in Fullerton, California.

Fiscal Impact:	None	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 26th day of July, 2011 by and between **Gallagher Pediatric Therapy**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For Publications

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

B. Insurance:

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

C. Hold Harmless / Indemnification:

Agency agrees to and does hereby indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred due to any act, neglect, default, or omission of the Agency, or any person, firm or corporation employed by the Agency, either directly or by independent contract, arising out of, or in any way connected with, the activities, performance or nonperformance of Agency's obligations pursuant to this Agreement, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

District agrees to and does hereby indemnify, hold harmless and defend the Agency and its officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred due to any act, neglect, default, or omission of the District, arising out of, or in any way connected with, the activities, performance or nonperformance of District's obligations pursuant to this Agreement, except for liability for damages which result from the sole negligence or willful misconduct of the Agency or its officers, employees or agents.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

**District: Rancho Santiago Community
College District**

**Rancho Santiago Community College
District**

2323 N. Broadway
Santa Ana, CA 92706

Agency: Gallagher Pediatric Therapy

Gallagher Pediatric Therapy

233 Orangefair Mall
Fullerton, CA 92832

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Mary Kay Gallagher
Owner

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Student Services: Disabled Student Programs and Services**

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Amendment to Affiliation Agreement with QuickCAPTION	
Action:	Request for Action Approval	

BACKGROUND

The American's with Disabilities Act and Section 504 of the Rehabilitation Act require community colleges to provide access to programs offered to all students. Often because of their physical limitations, deaf and hard of hearing students (DHH) cannot participate in their classes without the services of an appropriate reasonable accommodation. Sometimes the deaf student does not know sign language and therefore cannot benefit from the provision of a sign language interpreter. In these cases the reasonable accommodation provided is that of a Real-Time Computer Aided Transcriptionist (CART). Students who can appropriately benefit from CART services are often raised in an oral environment (non-signing) or have lost their hearing after learning aural/oral language. In addition to this, the student must have mastery of the English language and appropriate reading skills. In this past semester RSCCD has seen an increase in enrollment of oral deaf students not able to benefit from sign language interpreters and require the services of CART.

ANALYSIS

RSCCD employs short term, hourly professional experts as sign language interpreters to provide the more 'traditional' accommodation for DHH students. However these individuals are not qualified to provide CART services. Transcription skills are developed in a specialized setting and require additional certification for speed and accuracy using a stenotype machine and software. The proposed contractual affiliation agreement with QuickCAPTION will yield appropriately qualified captionists on an as needed basis who will provide their own equipment and software. If RSCCD were to hire individuals directly for the provision of this accommodation the district may be required to purchase the expensive stenographic equipment and software needed to provide the service. The contractual agreement covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. The agreement has been reviewed and approved by college staff. The agreement carries no costs or other financial arrangements and is in effect for one (1) year with the option to renew, unless otherwise terminated by either party.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment to the agreement with QuickCAPTION for real time computer aided captioning services be extended through the 2011-12 academic year.

Fiscal Impact:	\$90,000	Board Date:	July 25, 2011
Prepared by:	Jane Mathis, Associate Dean DSPS, Santa Ana College Sara Lundquist, Ph.D., Vice President of Student Services		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Dr. Raúl Rodríguez., Chancellor, RSCCD		

SECOND AMENDMENT
TO
AGREEMENT
BETWEEN RANCH SANTIAGO COMMUNITY COLLEGE DISTRICT
and
Quick CAPTION
4927 Arlington Avenue, Riverside, CA 92504

This amendment is entered into this 1ST day of July, 2011 between Rancho Santiago Community College District (DISTRICT) on behalf of Santa Ana College and Quick CAPTION, Inc. for Computer Aided Real-Time Captionist Services.

This amendment shall amend and modify the Agreement as follows:

WHEREAS, the DISTRICT and Quick CAPTION agree to extend the period of performance of this agreement and to include a yearly estimate of costs.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Term of Agreement:** The term of this Agreement and the subsequent amendment will continue and remain in full force and effect through June 30, 2012 with the said term being capable of extension by mutual agreement of the parties.
2. **Compensation:** For the services provided by the service provider under this Agreement, the Customer will pay to the service provider compensation in the following manner: The Customer shall pay the Service Provider the total amount of \$57.00/hour with a two-hour minimum per captionist for services. The need for two captionists will be determined at the time of customer request and used when agreed upon by both the Service Provider and Customer. Any assignment over the two-hour minimum will be invoiced in 15-minute increments for those classes/assignments ending at five (:05) or ten (:10) minutes after the hour or half hour. All assignments/classes ending at any other times will be invoiced at in half hour (30 min) increments. The amount of the contract is estimated at \$90,000 per fiscal year

IN WITNESS HEREOF, the parties have executed this second Amendment to the Agreement between Rancho Santiago Community College District (DISTRICT) and Quick CAPTION.

Quick CAPTION

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Title: President, Antha Ward

Printed Name: Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Student Services Division**

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Amendment to Affiliation Agreement with CRC Sign Language Interpreting Services	
Action:	Request for Approval	

BACKGROUND

The American's with Disabilities Act and Section 504 of the Rehabilitation Act require community colleges to provide access to programs offered to all students. Often because of their physical limitations, deaf and hard of hearing students (DHH) cannot participate in their classes without the services of a sign language interpreter. Santa Ana College has seen an increase in enrollment of DHH students requiring the services of sign language interpreters. RSCCD employs short term, hourly professional experts: sign language interpreters to provide this highly specialized service. The RSCCD currently holds a contract for this service with CRC, Inc. Contract number: (SAC-09-030) and would like to see this contract amended to allow for continuation of services.

ANALYSIS

The proposed amendment to the contractual affiliation agreement with CRC Sign Language Interpreting Services will yield appropriately qualified interpreters on an as needed basis. As the demand for interpreting hours decreases over the first few weeks of school the contracted interpreters will be replaced with RSCCD hourly interpreters and the contract will be used only when staff cannot meet the need. The contractual agreement covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. The agreement has been reviewed and approved by RSCCD contract specialist or designee. The agreement carries no costs or other financial arrangements and is in effect for one (1) year with the option to renew, unless otherwise terminated by either party.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment to the agreement with CRC Sign Language Interpreting Services for sign language interpreter services, estimated at \$130,000 per fiscal year, be extended through 2011-12 academic year.

Fiscal Impact:	Estimated at \$130,000	Board Date: July 25, 2011
Prepared by:	Jane Mathis, Associate Dean DSPS, Santa Ana College Sara Lundquist, Ph.D., Vice President of Student Services	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

SECOND AMENDMENT
TO
AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
and
CRC Sign Language Interpreting Services, Inc.
7210 Jordan Avenue A-19, Canoga Park, California 91303

This amendment is entered into this 1st day of July, 2011, between Rancho Santiago Community College District (DISTRICT) on behalf of Santa Ana College and CRC Sign Language Interpreting Service, Inc.

This amendment shall amend and modify the Agreement as follows:

WHEREAS, the DISTRICT and CRC Interpreting Services agree to extend the period of performance of this agreement and to include a yearly estimate of costs.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Compensation:** For the services provided by the service provider under this Agreement, the Customer will pay to the service provider compensation in the following manner: The Customer shall pay the Service Provider the total amount of \$65.00/hour with a two-hour minimum per interpreter for services. The need for two interpreters will be determined at the time of customer request and used when agreed upon by both the Service Provider and Customer. Any assignment over the two-hour minimum will be billed in half-hour increments. The amount of the contract is estimated at \$130,000 per fiscal year.
2. **Term of Agreement:** The term of this Agreement and the subsequent amendment will continue and remain in full force and effect through June 30, 2012 with the said term being capable of extension by mutual agreement of the parties.

IN WITNESS HEREOF, the parties have executed this second Amendment to the Agreement between Rancho Santiago Community College District (DISTRICT) and CRC Sign Language Interpreting Services.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Title: President – CRC Sign Language
Interpreting Services, Inc.

Printed Name: Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Amendment to CJA Agreement – California Association of Property and Evidence Officers (CAPE)	
Action:	Request for Approval	

BACKGROUND

Over the past six plus years, Santa Ana College and California Association of Property and Evidence Officers (CAPE) have shared in a partnership that provides quality and professional law enforcement training. The current agreement was established in December, 2008 and is being amended to reflect an increase from \$2.50 to \$2.70 per student contact hour consistent with the increase in college tuition.

ANALYSIS

The estimated impact is \$27,000 for the 2011-2012 fiscal year. The amendment has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment as submitted with the California Association of Property and Evidence Officers in Salinas, California.

Fiscal Impact:	Approximately \$27,000 FY 2011-2012	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD	

AMENDMENT NO. 1 TO
STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT
BETWEEN
CALIFORNIA ASSOCIATION OF PROPERTY AND EVIDENCE OFFICERS (CAPE)
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT NO. 1 is made and entered into this 26th day of July 2011, by and between the California Association of Property and Evidence Officers ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement, RSCCD board approved on December 8, 2008, 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 October 30, 2013;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement 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 per fiscal year.

The balance of said Agreement remains unchanged.

This Amendment No. 1 shall be made effective upon execution by both parties.

**AMENDMENT NO. 1 TO
AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. SAC-08-061 to be executed on the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**CALIFORNIA ASSOCIATION OF PROPERTY AND
EVIDENCE OFFICERS (CAPE)**

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

By _____
Patricia Panos
President

Date: _____

Date: _____

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Amendment to CJA Agreement – City of Santa Ana (Santa Ana Police Department)	
Action:	Request for Approval	

BACKGROUND

Over the past seven years, Santa Ana College and the City of Santa Ana (Santa Ana Police Department) have shared in a partnership that provides quality and professional law enforcement training. The current agreement was established in March, 2007 and is being amended to reflect an increase from \$2.50 to \$2.70 per student contact hour consistent with the increase in college tuition.

ANALYSIS

The estimated impact is \$54,000 for the 2011-2012 fiscal year. The amendment has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment as submitted with the City of Santa Ana (Santa Ana Police Department) in Santa Ana, California.

Fiscal Impact:	Approximately \$54,000 FY 2011-2012	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

AMENDMENT NO. 1 TO
STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-07-013
BETWEEN
CITY OF SANTA ANA
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT NO. 1 is made and entered into this 26th day of July 2011, by and between the City of Santa Ana ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement No. SAC-07-013, RSCCD board approved on March 26, 2007, 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, 2012;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-07-013 is hereby amended in the following particulars only:

Amend Article C, FEES, page 4 of 10, to read as follows:

1. Agency Fee and Expenses. The fee to be paid by District for the service to be supplied hereunder is \$2.70 per student contact hour. This fee constitutes the direct instructional costs of providing the service.

The balance of said Agreement remains unchanged.

This Amendment No. 1 shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. SAC-07-013 to be executed on the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Date: _____

CITY OF SANTA ANA

PAUL WALTERS
City Manager

ATTEST:

PATRICIA E. HEALEY
Clerk of Council

APPROVED AS TO FORM:

JOE STRAKA
City Attorney

LAURA SHEEDY
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

PAUL M. WALTERS
Chief of Police

Date: _____

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Amendment to CJA Agreement – Tustin Police Department	
Action:	Request for Approval	

BACKGROUND

Over the past three years, Santa Ana College and Tustin Police Department have shared in a partnership that provides quality and professional law enforcement training. The current agreement was established in June, 2008 and is being amended to reflect an increase from \$2.50 to \$2.70 per student contact hour consistent with the increase in college tuition.

ANALYSIS

The estimated impact is \$21,600 for the 2011-2012 fiscal year. The amendment has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment as submitted with the Tustin Police Department in Tustin, California.

Fiscal Impact:	Approximately \$21,600 FY 2011-2012	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD	

AMENDMENT NO. 1 TO
STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-08-045
BETWEEN
TUSTIN POLICE DEPARTMENT
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT NO. 1 is made and entered into this 26th day of July 2011, by and between the Tustin Police Department ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement No. SAC-08-045, RSCCD board approved on June 30, 2008, 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, 2013;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-08-045 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 8,000 student contact hours or \$21,600 per fiscal year.

The balance of said Agreement remains unchanged.

This Amendment No. 1 shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. SAC-08-045 to be executed on the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

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

Date: _____

TUSTIN POLICE DEPARTMENT

By _____
Chief Scott Jordon
Tustin Police Department

Date: _____

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Amendment to CJA Agreement – Fullerton City Police Department	
Action:	Request for Approval	

BACKGROUND

Over the past 6 plus years, Santa Ana College and the Fullerton City Police Department have shared in a partnership that provides quality and professional law enforcement training for their agency. The current agreement was established in May 2007 and is being amended to reflect an increase from \$2.50 to \$2.70 per student contact hour consistent with the increase in college tuition.

ANALYSIS

The estimated impact is \$54,000 for the 2011-2012 fiscal year. The amendment has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment as submitted with the Fullerton City Police Department in Fullerton, California

Fiscal Impact:	Approximately \$54,000 FY 2011-2012	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD	

AMENDMENT NO. 1 TO
STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-07-011
BETWEEN
FULLERTON CITY POLICE DEPARTMENT
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT NO. 1 is made and entered into this 26th day of July 2011, by and between the Fullerton City Police Department ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement No. SAC-07-011, RSCCD board approved on May 29, 2007, 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 May 30, 2012;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-07-011 is hereby amended in the following particulars only:

Amend Article C, FEES, page 4 of 8, 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.

The balance of said Agreement remains unchanged.

This Amendment No. 1 shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. SAC-07-011 to be executed on the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

FULLERTON CITY POLICE DEPARTMENT

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

By _____
Michael Sellers
Chief of Police

Date: _____

Date: _____

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Amendment to CJA Agreement – Costa Mesa Police Department	
Action:	Request for Approval	

BACKGROUND

Over the past 3 plus years, Santa Ana College and the Costa Mesa Police Department have shared in a partnership that provides quality and professional law enforcement training for their agency. The current agreement was established in June, 2008 and is being amended to reflect an increase from \$2.50 to \$2.70 per student contact hour consistent with the increase in college tuition.

ANALYSIS

The estimated impact is \$27,000 for the 2011-2012 fiscal year. The amendment has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment as submitted with the Costa Mesa Police Department in Costa Mesa, California.

Fiscal Impact:	Approximately \$27,000 FY 2011-2012	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD	

AMENDMENT NO. 1 TO
STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-08-061
BETWEEN
COSTA MESA POLICE DEPARTMENT
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT NO. 1 is made and entered into this 26th day of July 2011, by and between the Costa Mesa Police Department ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement No. SAC-08-061, RSCCD board approved on June 30, 2008, 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, 2013;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-08-061 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 per fiscal year.

The balance of said Agreement remains unchanged.

This Amendment No. 1 shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No.1 to Agreement No. SAC-08-061 to be executed on the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

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

Date: _____

COSTA MESA POLICE DEPARTMENT

By _____
Costa Mesa Police Department

Date: _____

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Amendment to CJA Agreement – California Narcotic Officers' Association	
Action:	Request for Approval	

BACKGROUND

For over twelve years the District has had a contractual relationship with California Narcotic Officer's Association (CNOA). CNOA trains throughout the State of California and 95% of their courses are POST Certified. They conduct hundreds of classes annually for law enforcement officers at the city, county, state and federal levels. The current agreement was established in October, 2009 and is being amended to reflect an increase from \$2.50 to \$2.70 per student contact hour consistent with the increase in college tuition.

ANALYSIS

The estimated impact is \$270,000 for the 2011-2012 fiscal year. The amendment has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment as submitted with the California Narcotic Officers' Association in Valencia, California.

Fiscal Impact:	Approximately \$270,000 FY 2011-2012	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD	

AMENDMENT NO. 1 TO
STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-09-056
BETWEEN
CALIFORNIA NARCOTIC OFFICERS' ASSOCIATION
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT NO. 1 is made and entered into this 26th day of July, 2011, by and between the California Narcotic Officers' Association ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement No. SAC-09-056, RSCCD board approved on October 26, 2009, 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 November 15, 2014;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-09-056 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 100,000 student contact hours or \$270,000 per fiscal year.

The balance of said Agreement remains unchanged.

This Amendment No. 1 shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. SAC-09-056 to be executed on the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

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

Date: _____

CALIFORNIA NARCOTIC OFFICERS' ASSOCIATION

By _____
Joe Stewart
Executive Director

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Services and Technology Division

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Amendment to CJA Agreement – California Narcotic Canine Association	
Action:	Request for Approval	

BACKGROUND

Over the past four plus years, Santa Ana College and California Narcotic Canine Association have shared in a partnership that provides quality and professional law enforcement training. The current agreement was established in March, 2007 and is being amended to reflect an increase from \$2.50 to \$2.70 per student contact hour consistent with the increase in college tuition.

ANALYSIS

The estimated impact is \$22,050 for the 2011-2012 fiscal year. The amendment has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment as submitted with the California Narcotic Canine Association in Napa, California.

Fiscal Impact:	Approximately \$22,050 FY 2011-2012	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD	

AMENDMENT NO. 1 TO
STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT #SAC-07-010
BETWEEN
CALIFORNIA NARCOTIC CANINE ASSOCIATION
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT NO. 1 is made and entered into this 26th day of July, 2011, by and between the California Narcotic Canine Association ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement No. SAC-07-010, RSCCD board approved on March 12, 2007, 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, 2012;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and DISTRICT that Agreement No. SAC-07-010 is hereby amended in the following particulars only:

Amend Article C, FEES, page 4 of 10, 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.

The balance of said Agreement remains unchanged.

This Amendment No. 1 shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. SAC-07-010 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: July 25, 2011
Re:	Approval of Amendment to CJA Agreement – Asian Gang Investigators Association of California	
Action:	Request for Approval	

BACKGROUND

Over the past 6 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 will be used to continue the educational partnership with the listed Association and establish a per student hour rate increase. The previous agreement was established in June, 2010 and is being amended to reflect an increase from \$2.50 to \$2.70 per student hour of instruction consistent with the increase in college tuition.

ANALYSIS

Because the Association conducts training once a year (usually August) there would be an additional fiscal impact of approximately \$5,760 for 2011-2012 fiscal year. The amendment has been reviewed by Dean Bart Hoffman and college staff.

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:	Approximately \$77,760 FY 2011-2012	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

AMENDMENT NO. 1 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. 1 is made and entered into this 26th day of July 2011, by and between the Asian Gang Investigators Association of California ("AGENCY"), and Rancho Santiago Community College District ("DISTRICT").

WITNESSETH:

WHEREAS, by Agreement No. SAC-10-024, RSCCD board approved on June 21, 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 for the services and materials to be supplied hereunder is:

Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 28,800 student contact hours or \$77,760 per fiscal year.

The balance of said Agreement remains unchanged.

This Amendment No. 1 shall be made effective upon execution by both parties.

**AMENDMENT NO. 1 TO
AGREEMENT NO. SAC-10-024**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. SAC-10-024 to be executed on the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

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

Date: _____

**ASIAN GANG INVESTIGATORS ASSOCIATION OF
CALIFORNIA**

By _____
Ed Yee

Date: _____

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Amendment #2 to CJA Agreement – County of Orange	
Action:	Request for Approval	

BACKGROUND

Presently we have agreements with the County of Orange to support contract training for the Orange County Sheriff's Department, the Coroner's Office and the Orange County Probation Department. We have had this partnership for thirty-eight (38) years now. This amendment extends our agreement for one year.

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

**AMENDMENT NUMBER TWO
TO
AGREEMENT Z1000000068
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This AMENDMENT NUMBER TWO to CONTRACT number Z1000000068 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the state of California, operating through its Sheriff's Department, (hereinafter "COUNTY") and **Rancho Santiago Community College District**, (hereinafter "CONTRACTOR") with a place of business at **2323 North Broadway, Santa Ana, CA 92667**, is made and entered upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Consultant Services, Law Enforcement Training, Contract Number Z1000000068 (hereinafter "ORIGINAL AGREEMENT") for a one (1) year term of August 22, 2009 through August 21, 2010;

WHEREAS, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT as Contract MA-060-11011500 (hereinafter "AMENDMENT NUMBER ONE") for a one (1) year term of August 22, 2010 through August 21, 2011;

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

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

1. ARTICLES

- a. Section Term, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 8/22/09 through and including 8/21/12, unless otherwise terminated by COUNTY. The period of 8/22/09 through 8/21/10 shall be known as Contract

Folder: 581480
Rancho Santiago Community College District

MA-060-11012581

SAC 09-035B

number Z1000000068. The period of 8/22/10 through 8/21/11 shall be known as Contract number MA-060-11011500. The period of 8/22/11 through and including 8/21/12 shall be known as Contract number MA-060-11012581. This Contract may be renewed for Two (2) separate additional one (1) year terms by mutual agreement of both Parties.

The COUNTY is not under any obligation to provide CONTRACTOR with a reason should it elect not to renew this Contract, nor is the COUNTY obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Z1000000068) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract MA-060-11011500) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL AGREEMENT and AMENDMENT NUMBER ONE, to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on August 21, 2011 are hereby extended to August 21, 2012.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TWO for renewal of Agreement MA-060-11012581.

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

^{ADA}
Vice Chancellor

By: _____ Title: Business Operations & Fiscal Services

Print Name: Peter J. Hardash Date: _____

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

By: N/A Title: _____

Print Name: _____ Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.

County Of Orange

A political subdivision of the State of California

By: _____ Title: _____

Print Name: _____ Date: _____

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Rancho Santiago Community College District

MA-060-11012581

SAC 09-035B

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College (Exercise Science and Athletics Division) and
Santiago Canyon College (Math and Sciences Division)**

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Clinical Affiliation Agreement for Athletic Training with Chapman University at Santa Ana College and Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

Students in Athletic Training Programs are required to gain practical field experience and to apply knowledge and skills learned in college classes. This experience is gained working in the athletic training room as well as attending athletic practices and events. The proposed clinical affiliation agreement with Chapman University located in Orange will yield appropriate clinical rotation activities for the program.

ANALYSIS

The clinical affiliation agreement covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. The agreement has been reviewed and approved by college staff at Santa Ana College and Santiago Canyon College. The agreement carries no costs or other financial arrangements and is in effect for three (3) years unless otherwise terminated by either party.

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: July 25, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs, SAC Aracely Mora, Ed.D., Vice President of Academic Affairs, SCC	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College Juan Vázquez, President, Santiago Canyon College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	



**CHAPMAN UNIVERSITY
ATHLETIC TRAINING EDUCATION PROGRAM
AFFILIATED SITE AGREEMENT**

This AGREEMENT is made and entered into this **June 1, 2011** between CHAPMAN UNIVERSITY, hereafter referred to as the "UNIVERSITY", and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** and their participating schools at **SANTA ANA COLLEGE** and **SANTIAGO CANYON COLLEGE**, hereafter referred to as the "AFFILIATED SITE".

WHEREAS:

The UNIVERSITY has a major in Athletic Training which awards a Bachelor of Science degree in Athletic Training and is accredited by the Commission on Accreditation of Athletic Training Education (CAATE) and the Western Association of Schools and Colleges, and;

Clinical experience is required as an integral component of the athletic training curriculum and professional preparation, and;

The UNIVERSITY desires the cooperation of the AFFILIATED SITE and its staff in the development, implementation and evaluation of the athletic training student clinical experience and professional preparation and;

The AFFILIATED SITE will benefit from the professional services provided by the athletic training students of UNIVERSITY, and;

The parties have found it to be in the public interest for the AFFILIATED SITE to join the UNIVERSITY in satisfying the curriculum requirements and professional preparation of athletic training students.

NOW, THEREFORE, UNIVERSITY and AFFILIATED SITE agree to the following terms and conditions for the establishment and operation of a clinical education program.

I. THE PARTIES MUTUALLY AGREE:

- A. This AGREEMENT shall continue in force, effect from **June 1, 2011** to, and including **May 31, 2014**. This AGREEMENT may be renewed for a one-year period by mutual consent of both parties. This AGREEMENT may be terminated by either party with or without cause upon ninety (90) days written notice, provided that (subject to the other terms of this AGREEMENT) all students currently enrolled in the Program at the AFFILIATED SITE at the time of notice of termination shall be given the opportunity to complete the program at the AFFILIATED SITE.
- B. The parties shall follow the cognitive and psychomotor competencies and clinical proficiencies specified by CAATE for the clinical education experience, utilize methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for athletic training students.
- C. The AFFILIATED SITE Certified Athletic Trainer (ATC) must be recognized as an Approved Clinical Instructor (ACI) defined by the CAATE and Chapman University Athletic Training Education Program (CUATEP). This recognition includes the participation of the AFFILIATED SITE Certified Athletic Trainer in a five-hour clinical education instructor workshop delivered by the CUATEP Program Director and/or Clinical Education Coordinator, both of whom are Clinical Instructor Educators.
- D. The AFFILIATED SITE health-care provider (e.g., Physician, Physician Assistant, Nurse, Physical Therapist, etc.) who is not a certified athletic trainer must be recognized as a Clinical Instructor (CI) defined by the CAATE and Chapman University Athletic Training Education Program CUATEP.
- E. The period for each athletic training student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- F. The number of students able to participate in the AFFILIATED SITE'S clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available, not to exceed the standard 5 (five) athletic training students to 1 (one) ACI/CI ratio.
- G. The Affiliated Site ACI/CI *may be* eligible for pay or remuneration for participation in this program beyond the 5.0 Continuing Education Units from the Board of Certification (BOC), Inc. for attending the CUATEP clinical instructor workshop. Criteria for pay or remuneration are as follows:
- Instructing and supervising one or more Athletic Training Student(s) (ATS) at the Affiliated Site during the semester;
 - Providing written evaluation of ATS(s) performance at the midterm and final week during the semester;

- Positive written evaluation comments by the ATS(s) of the Affiliated Site and ACI/CI
- Standard stipend remuneration will be:
 1. \$50 per student up to a maximum of \$250 per semester

Stipends will be processed during each semester of the academic year

- H. AFFILIATED SITE may request UNIVERSITY to withdraw from AFFILIATED SITE'S clinical experience program any student who AFFILIATED SITE determines is not performing satisfactorily, or who refuses to follow AFFILIATED SITE'S administrative and patient care policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of reason(s) why AFFILIATED SITE desires to have the student withdrawn. UNIVERSITY may withdraw a student from the clinical program at any time, upon written notice to the AFFILIATED SITE.
- I. Neither party shall discriminate in the assignment of athletic training students based on race, color, disability, sex, religion, national origin, sexual orientation, ancestry, or any other basis prohibited by law.
- J. The UNIVERSITY agrees to indemnify, hold harmless, and defend the AFFILIATED SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the AFFILIATED SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- K. The AFFILIATED SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the AFFILIATED SITE, its agents, or employees.
- L. The parties agree that the athletic training students are fulfilling specific requirements for the field experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees or agents of either the UNIVERSITY or the AFFILIATED SITE for any purpose including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.



- M. Notices required or permitted to be provided under this AGREEMENT shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To: **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT:**

2323 North Broadway Avenue

Santa Ana, California 92706

Attention: Peter J. Hardash

Telephone: 714-480-7341

With copies to:

Santa Ana College

1530 West 17th Street

Santa Ana, CA 92706

Attention: Nora Schug

Telephone: 714-564-6940

Santiago Canyon College

8045 E. Chapman Avenue

Orange, CA 92869

Attention: Kelsey Bains

Telephone: 714-628-4704

To: **CHAPMAN UNIVERSITY:**

Athletic Training Education Program

One University Drive

Orange, California 92866

Attention: Jason Bennett, DA, ATC

CUATEP Director

Telephone: (714) 997-6567

- N. Both parties acknowledge that they are independent contractors, and nothing contained in this AGREEMENT shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained in this AGREEMENT shall give or is intended to give any right of any kind to third persons.
- O. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this AGREEMENT without the prior written consent of the other party hereto. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the respective successors and assigns of the UNIVERSITY and the AFFILIATED SITE.

- P. 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 provisions contained herein.
 - Q. If any term or provision of this AGREEMENT is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this AGREEMENT shall be interpreted as if such term or provision had never been contained in this AGREEMENT.
 - R. This Agreement shall be governed by the laws of the state of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Orange County, California
- II. AFFILIATED SITE AGREES:
- A. To provide time and training for the ACI/CI who supervises and coordinates the clinical education experience with the CUATEP Clinical Education Coordinator. The aforementioned individual shall meet the criteria established by the Board of Certification, (BOC) Inc., and CAATE standards for the supervision of athletic training students in the clinical education setting.
 - B. To provide the ACI/CI with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.
 - C. To structure the clinical experience as needed to meet the educational competencies and clinical proficiencies specified by CAATE, utilize methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for athletic training students. The AFFILIATED SITE will attempt to meet the mission, goals and objectives set forth by CUATEP within the constraints of the AFFILIATED SITE'S physical environment, patient load, and clinical experience.
 - D. To advise UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.
 - E. To provide the assigned athletic training student, whenever possible with the use of library resources, reference materials and other specialized learning experiences.
 - F. To provide the athletic training student with a copy of the AFFILIATED SITE'S rules, regulations, policies, and procedures, with which the athletic training student is expected to comply.

- G. To provide for emergency health care of the athletic training student in case of accident at the expense of the student.
- H. Upon reasonable request, to permit UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the athletic training education program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical education program.
- I. To evaluate the performance of the athletic training student on a regular basis using the evaluation form provided by CUATEP at the midterm and end of semester. UNIVERSITY is to be notified, by at least midterm, of any serious deficit noted in that assigned athletic training student's ability to accomplish the objectives set forth for that clinical experience. (It will then be the mutual responsibility of the assigned student, ACI/CI to devise a plan by which the student may be assisted to achieve the stated objectives.)
- J. To forward a copy of the student's final written evaluation of clinical rotation objectives reflecting competency completion and clinical proficiency acquisition, upon completion of the clinical education experience to be received by CUATEP Director and/or Clinical Education Coordinator within five (5) working days of the end of a semester.
- K. The AFFILIATED SITE agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation laws relating to the confidentiality of student records.
- L. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the AFFILIATED SITE or involving employees or agents of the AFFILIATED SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- M. To provide, upon request by any participating student, with such reasonable accommodations at the AFFILIATED SITE as required by law in order to allow qualified disabled students to participate in the program.
- N. The AFFILIATED SITE will maintain the following minimal coverage in full force and effect, at its sole expense and written by carriers acceptable to UNIVERSITY:
 - i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

ii. Certificates of Insurance:

The AFFILIATED SITE shall supply an insurer's Certificate of Insurance (COI) on an Acord™ 25 form stating that there is insurance in effect with the minimum limits shown above. Each COI shall specify that without thirty (30) days prior written notice to UNIVERSITY (ten days notice for non-payment of premium) the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered. By endorsement to all liability policies, UNIVERSITY shall be named as an additional insured as its interest may appear with regard to activity and/or operations under the Agreement. Insurance required under this Agreement shall be primary insurance as respects UNIVERSITY, its trustees, officers, employees, representatives, agents and assigns, and any insurance maintained by UNIVERSITY shall be excess and shall not contribute with it. All policies must be issued by insurers currently rated by A.M. Best as "(A-) IX" or better. In lieu of maintaining the specified coverage through an insurance company, the AFFILIATED SITE may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

III. UNIVERSITY AGREES:

- A. To assume responsibility for the professional preparation of the athletic training student in compliance with the curriculum standards as set forth by CAATE and the BOC, Inc.
- B. To establish and maintain ongoing communication with the ACI/CI of clinical education at the AFFILIATED SITE on items pertinent to athletic training education and the clinical education of athletic training students enrolled in the CUATEP. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the AFFILIATED SITE Approved Clinical Instructor/ATC.
- C. To place at the AFFILIATED SITE only those athletic training students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- D. To inform the athletic training student of the AFFILIATED SITE'S requirements for acceptance when applicable.
- E. To provide upon request, the AFFILIATED SITE written certification concerning the student's health and any immunization against communicable diseases requested by the

AFFILIATED SITE upon receipt by the CUATEP Director and/or Clinical Education Coordinator.

- F. To provide the AFFILIATED SITE, upon request, with a Certificate of Insurance evidencing the UNIVERSITY'S general liability insurance coverage relative to bodily injury and property damage with limits as set forth in Section II.N., and to further provide evidence of professional liability insurance coverage for any participating student in connection with the student's professional activities at the AFFILIATED SITE under the AGREEMENT.
- G. To supply the ACI/CI at an AFFILIATED SITE with all appropriate didactic and clinical syllabi and evaluation instruments reflecting the educational competencies and clinical proficiencies necessary for proper clinical education instruction, supervision and evaluation.
- H. To have each athletic training student provide, prior to commencement of the clinical experience, such confidential information as may be required by the AFFILIATED SITE as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.
- I. That the athletic training students are not employees of the AFFILIATED SITE and they will not receive compensation from said AFFILIATED SITE.
- J. To inform the athletic training students that they must abide by existing rules and regulations of the AFFILIATED SITE.
- K. To inform the athletic training students that they must be cleared, if required by the AFFILIATED SITE, from an absence caused by injury or illness, by a physician.
- L. That the athletic training student will provide evidence of health insurance coverage at the beginning of the clinical experience.

This AGREEMENT fully supersedes any and all prior AGREEMENTS or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this AGREEMENT shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this AGREEMENT.

This AGREEMENT may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the Parties may execute this AGREEMENT via fax or electronic mail transmission. A true and correct copy of the AGREEMENT, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.



SIGNATURES:

CHAPMAN UNIVERSITY

Daniele C. Struppa, Ph.D.
Chancellor
Chapman University

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Santa Ana College Community Services Program - Fall 2011	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or designed for a specific audience or need. They are noncredit, usually shorter in duration than college credit classes, and do not require lengthy preparation or rigorous testing. From the creative arts and financial management to computer software and special tours, these offerings are open to the general public for educational, cultural, social and recreational purposes for a fee. Its inherent flexibility allows the addition or replacement of classes that have the most cost effective impact on the program and the community.

ANALYSIS

The proposed Fall 2011 schedule offers 140 academic and professional development courses; personal enrichment and recreational activities for adults and children in the Santa Ana College service area. New marketing strategies introduced last semester have proven successful in identifying and reaching targeted markets. This tactical effort yielded a 40% increase in enrollment last semester. In addition to stronger marketing efforts, expansion of courses in the areas of technology, sustainable energy and active adults seek to meet the demographic and diverse needs of this community. It is the intent that these new offerings will generate revenue to help grow the SAC Community Services Program.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Fall 2011.

Fiscal Impact:	\$35,000 (estimated net income after expenses)	Board Date: July 25, 2011
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed.D., Dean of Student Affairs	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

COMMUNITY SERVICES – FALL 2011 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Around The Home			
Kitchen & Bath Design	Tahani Omari	\$59	60/40
Furniture Upholstery	Paciano Dominguez	\$89	60/40
Intermediate Upholstery	Paciano Dominguez	\$129	60/40
Electrical Repairs	Phil Famolaro	\$99	\$40/hour
Arts & Crafts			
Fresh Fall Floral Design	Jen K Floral	\$28	70/30
Holiday Floral Design	Jen K Floral	\$28	70/30
Wedding Floral Design	Jen K Floral	\$28	70/30
Beads, Crystals & Semi-Precious	Brigitte Burns	\$29	60/40
Basic Wire-Wrapping	Brigitte Burns	\$29	60/40
Creative Jewelry Design	Brigitte Burns	\$29	60/40
Chandelier Earrings	Brigitte Burns	\$29	60/40
Soap Making	Quayum Abdul	\$29	60/40
Candle Making	Quayum Abdul	\$29	60/40
Holiday Card Making	Brigitte Burns	\$29	60/40
Easy Knitting	Brigitte Burns	\$69	60/40
Intro to Sewing	Yelena Hyatt-Solomina	\$69	60/40
Landscape Painting	Yelena Hyatt-Solomina	\$69	60/40
Floral Painting	Krissann Shipley	\$69	60/40
Introduction to Watercolor	Barbara Spies	\$69	60/40
Automotive			
BAR Update	Douglas Wilkes	\$295	60/40
CDET Smoke Inspection	Tom Hogue	\$175	60/40
EPA Certification	Tom Hogue	\$215	60/40
Auto Wholesale Business	Ronald Williams	\$85	60/40
DEAM Certification	Tom Hogue	\$175	60/40
Basic Car Repair	Doug Wilkes	\$59	60/40
Business & Careers			
Small Business Bookkeeping & Taxes	Phil Famolaro	\$99	\$40/hrly
Accounting for the Non-Accountants	Theresa Hagelbarger	\$89	60/40
Introduction to QuickBooks	Theresa Hagelbarger	\$99	60/40
Photovoltaic Design & Installation	Quayum Abdul	\$299	60/40
Become A Private Investigator	Jim Harriger	\$49	60/40
You're On The Air	Such A Voice	\$29	60/40
How To Sell on eBay	Francis Greenspan	\$59	60/40
Grant Writing Fundamentals	John Drew	\$39	60/40
Earn Money Teaching Fitness to 50+	Debbi Harper	\$29	60/40
Become A Substitute Teacher	Charles Prosper	\$39	60/40
Become An Event Planner	Elisha Valentine	\$69	60/40
How to Become A Mystery Shopper	Elaine Moran	\$39	60/40
Build Your Own Website	Michael Rounds	\$39	60/40
Next American Inventor	Nancy Miller	\$39	60/40
Management Bootcamp	Gene Konstant	\$195	60/40
Contracting License	Phil Famolaro	\$159	\$40/hrly
Become A Notary Public	NPS, Inc.	\$85	60/40
Renewing Your Notary	NPS, Inc.	\$49	60/40
Become A Transaction Coordinator	NPS, Inc.	\$99	60/40
Manage Rental Properties	Pat Larkin	\$49	60/40
NASBITE/CGBP Prep	Madeline Grant	\$49	60/40
10-Hour OSHA Certification	Hector Escarcega	\$199	60/40
Become A Child Visitation Monitor	Carrie Christensen	\$199	60/40
Become A Wedding Official	National Training Centers, Inc.	\$149	60/40

COMMUNITY SERVICES – FALL 2011 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Social Media Business	Todd Herschberg	\$149	60/40
Teach & Write Your Way to Publication	John Spiers	\$79	60/40
Develop Web-Based Business	Albert Ortiz	\$79	60/40
Human Resource Series I & II	Allison Pratt	\$189	60/40
Sexual Harassment Avoidance Training	Allison Pratt	\$89	60/40
College For Kids			
Reading Development	Readwrite Education	\$89	\$35/hour
Math Development	Readwrite Education	\$89	\$35/hour
Speed Reading & Vocabulary Building	Readwrite Education	\$69	\$35/hour
Study Skills & Test Taking	Readwrite Education	\$59	\$35/hour
Basketball Camp	Johnathan Emaguna	\$79	60/40
Horse Camp	Cheryl Skidmore	\$44	60/40
SAT Prep	Aalyai Ali	\$115	\$35/hour
Mini Chef	Sumati Ratanjee	\$59	60/40
Teen Makeup & Skin Care	Michelle Jackson	\$59	60/40
Online Driver's Education	Safety Driver's Ed	\$55	60/40
Computers			
PC Troubleshooting	David Westerfield	\$79	60/40
Microsoft Applications	Debra Crowley	\$79	\$35/hour
Social Networking	Francine Foroughi	\$79	\$35/hour
Digital Photography	Debra Crowley	\$79	\$35/hour
Photoshop Fundamentals	Debra Crowley	\$79	\$35/hour
MAC Applications	Debra Crowley	\$79	\$35/hour
Web Design Fundamentals	Nancy Haugen	\$79	\$35/hour
Court Mandated			
Alcohol & Drug Awareness	Pat Verwiel	\$40	50/50
14601 Suspended License Program	Barry Reed	\$255	50/50
Culinary Arts			
Cook, Eat & Live Healthy	Barb Sobel	\$29	60/40
Flavors of India	Sumati Ratanjee	\$29	60/40
Sushi Made Easy	Dave Sobel	\$29	60/40
Cake Decorating	Ngoc Cam Nguyen	\$29	60/40
Cooking With Tarla	Tarla Fallgatter	\$29	60/40
Cupcake Craze	Jammie South	\$29	60/40
Dance			
Salsa Bootcamp	Salomon Rivera	\$59	60/40
Belly Dance	JoEllen Maddox	\$69	60/40
East Coast Swing	John Potter	\$59	\$35/hour
Night Club Dancing	John Potter	\$59	\$35/hour
Health, Fitness & Beauty			
Yoga	Pamela Buonanotte	\$69	60/40
Zumba	Francine Foroughi	\$59	\$35/hour
Piyo	Francine Foroughi	\$59	\$35/hour
Threading A to Z	Sameira Mikhael	\$89	60/40
Head Neck Shoulder Massage	Barb Sobel	\$59	60/40
Couple Massage	Barb Sobel	\$59	60/40
Basic First Aid	Workshops on Wellness	\$25	60/40
Adult, Child, Infant, CPR	Workshops on Wellness	\$25	60/40
Tai Chi – Yang Style	Bing Luh	\$69	60/40
Open Court Badminton	Steven Tran	\$49	60/40
Keep Your Business Out of the Bedroom	Jenny Fried	\$29	60/40

COMMUNITY SERVICES – FALL 2011 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
How To Manage Money & Stress	Lisa Giusiana	\$29	60/40
Make Up 101	Michelle Jackson	\$59	60/40
Fitness Conditioning	Staff	\$65	50/50
Language			
Spanish At Work	Alicia Migliarini	\$69	\$35/hour
Introduction to Arabic	Layla Bahar Al-Aloom	\$69	60/40
Money Matters			
Master Your Money	Jalon O'Connell	\$44/\$66	60/40
Investment Bootcamp	Jalon O'Connell	\$44/\$66	60/40
Passport To Retirement	Barbara Stowell	\$59/\$89	60/40
Retirement Planning	John Robbins	\$39/\$59	60/40
Mutual Fund Investing	John Robbins	\$39/59	60/40
Annuities	John Robbins	\$39/59	60/40
Navigate Scholarships	Stephanie Adams	\$39	60/40
Music			
Guitar For Adults	Jeremy Keller	\$79	60/40
Older Adult			
Introduction to Watercolor	Yelena Hyatt-Solomina	\$69	60/40
Ballroom Dancing for the Young At Heart	Phil Famolaro	\$44/\$66	60/40
Develop A Healthy Brain	Debbi Harper	\$29	60/40
Chess	Alicia Migliarini	\$69	60/40
Computers for Beginners	Dori Dumon	\$49	\$35/hour
Leave A Living Legacy	Rounds, Miller & Assoc.	\$29	60/40
Modular Origami	Yelena Hyatt-Solomina	\$59	60/40
Online Workshops			
Internet & Basic Computer Literacy	Education To Go	\$89	\$52
Web Page Design, Graphics & Multimedia	Education To Go	\$89	\$52
Computer Troubleshooting & Networking	Education To Go	\$89	\$52
Computer Programming	Education To Go	\$89	\$52
Digital Photography & Digital Video	Education To Go	\$89	\$52
Languages (various)	Education To Go	\$89	\$52
Writing Courses	Education To Go	\$89	\$52
Entertainment Industry	Education To Go	\$89	\$52
Business Planning & Sales	Education To Go	\$89	\$52
Business Marketing & Accounting	Education To Go	\$89	\$52
Finance, Wealth & Career Building	Education To Go	\$89	\$52
Family, Parenting & Child Care	Education To Go	\$89	\$52
Personal Enrichment	Education To Go	\$89	\$52
Online Career Training Programs			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
Parenting			
Readiness On The Road	Christina Sepulveda	\$85	60/40

COMMUNITY SERVICES – FALL 2011 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Pet Care			
Puppy Kindergarten	Dog Services Unlimited	\$74	60/40
Dog Obedience	Dog Services Unlimited	\$86	60/40
 Real Estate			
Profitting with Foreclosures	Marshall Reddick	\$49/\$79	60/40
Programas De Modificacion	Sandy Flores	\$10	60/40
Short Sales Revealed	Diane McLellan	\$39/\$59	60/40
Buying Your First Home	Marshall Reddick	\$49/\$79	60/40
 Travel			
Magic Castle	Good Times	\$109	60/40
Tea & Treasures	Good Times	\$69	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College
Community Services Program**

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Santiago Canyon College Community Services Program, Fall 2011	
Action:	Request for Approval	

BACKGROUND

The Fall 2011 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses.

ANALYSIS

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational program by offering more than 115 cost effective classes in the SCC service area.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the proposed Community Services Program for Fall 2011.

Fiscal Impact: \$25,000 revenue	Board Date: July 25, 2011
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: Juan Vázquez, President	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

SANTIAGO CANYON COLLEGE
Community Services Program - Fall 2011

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
<i>Animal Care</i>			
Basic Dog Manners "Crash Course"	Dog Services Unlimited	\$75	60/40
How to Help Your Dog Help Others	Kim Pagones	\$69	60/40
<i>Around the Home & Garden</i>			
Basic Electrical Repairs	Rick Longobart	\$59	50/50
Basic Tiling Techniques	Rick Longobart	\$89	50/50
Interior Design for the Homeowner	Cynthia Albert	\$69	60/40
<i>Arts & Crafts</i>			
Beginning Watercolor	Wendy Wu	\$69	60/40
Quick & Easy Sketching	Wendy Wu	\$69	60/40
Jewelry Design/Stringing Techniques	Phuong Nguyen	\$39	50/50
Jewelry Design/Silk Knotting	Phuong Nguyen	\$39	50/50
Printmaking for Fun	Deborah Goldman	\$100	60/40
Art- Just Do It!	Amy Styffe	\$69	60/40
Painting & Drawing with Pastels	Kamillia Hardy	\$120	60/40
Calligraphy- Art of Hand-Lettering	Carolyn Canonico	\$79	60/40
<i>Business & Careers</i>			
Become a Notary Public	Notary Public Seminars	\$85	60/40
Renewing Notaries	Notary Public Seminars	\$50	60/40
How to Be a Special Event Planner	Farla Binder	\$44	60/40
How to Be Your Own Private Investigator	Jim Harriger	\$39	60/40
How to Become a Mystery Shopper	Elaine Moran	\$39	60/40
Writing Your 1 st Book	Bobbie Christensen	\$39	60/40
Publishing Your 1 st Book	Bobbie Christensen	\$39	60/40
Start Your Own Business	Diana Woo Sullivan	\$39	60/40
Human Resources Certification	Allison Pratt	\$99	50/50
• Employee Retention	Allison Pratt	\$39	50/50
• Conducting Effective Performance	Allison Pratt	\$39	50/50
• Effective/Legal Terminations	Allison Pratt	\$39	50/50
Accounting for the Non-Accountants	Theresa Hagelbarger	\$89	60/40
Introduction To QuickBooks	Theresa Hagelbarger	\$99	60/40
Introduction to Voiceovers	Voices for All	\$29	60/40
Successful Home-Based Business	LeAnne Krusemark	\$39	60/40
Beginner's Guide to Getting Published	LeAnne Krusemark	\$39	60/40
Operations Management Certificate Program	Searchtec	\$775	35/65
• Quality Management	Searchtec	\$145	35/65
• Project Management	Searchtec	\$145	35/65
• Work Measurements/Cost Analysis	Searchtec	\$145	35/65
• Production Planning & Controls	Searchtec	\$145	35/65
• Supply Chain Managements-Logistics	Searchtec	\$145	35/65
• Lean Enterprise	Searchtec	\$145	35/65

SANTIAGO CANYON COLLEGE
Community Services Program - Fall 2011

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
<i>Business & Careers Continued</i>			
Personal Fitness Trainer Certificate	W.I.T.S.	\$524	\$100/pp
Backflow Prevention Devices	Martin Friebert	\$350/\$375	\$55/hour
Google Apps	David Khorram	\$89	60/40
<i>College For Kids</i>			
How to Write a College Essay	Jayne Munoz	\$59	\$40/hour
Natural A's	Curtis Adney	\$49	60/40
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Composition & Writing Skills	Phyllis Neal	\$59	\$35/hour
<i>Computers</i>			
Computers for Beginners	Dori Dumon	\$89	\$40/hour
Managing Your Computer Files	Dori Dumon	\$44	\$40/hour
Become a Windows Wizard	Dori Dumon	\$44	\$40/hour
Introduction To Photoshop	Dori Dumon	\$89	\$40/hour
Intro to Internet & Email	Dori Dumon	\$89	\$40/hour
Design Your Own Website	Dori Dumon	\$89	\$40/hour
Microsoft Word - Part I	Karen Harris	\$89	\$40/hour
Microsoft Word - Part II	Karen Harris	\$89	\$40/hour
Introduction to MS Excel	Karen Harris	\$89	\$40/hour
Improving PC Performance	Robert Cohen	\$29	60/40
On-Line Courses	Education To Go	\$85	\$30/\$55
<i>Dance</i>			
Salsa	Salomon Rivera	\$59	60/40
Cardio Dance Class	Salomon Rivera	\$59	60/40
Belly Dance	JoEllen Larsen	\$59	60/40
Strictly Ballroom	John Potter	\$59	\$40/hour
East Coast Swing	John Potter	\$59	\$40/hour
West Coast Swing	John Potter	\$59	\$40/hour
Strictly Tango	John Potter	\$59	\$40/hour
<i>Gemology</i>			
The Jewelry Bench Explained	Lothar Vallot	\$35	60/40
Everything You Wanted to Know About Gems	Lothar Vallot	\$35	60/40
Gemstone Buyers Beware	John Eyre	\$35	60/40
Color Me Purple	John Eyre	\$35	60/40
Jewelry Appraising Explained	Lothar Vallot	\$35	60/40
<i>Health, Beauty & Fitness</i>			
Tai Chi Chuan	Karen Mack	\$59	60/40
Yoga	Lindsay Klabacha	\$59	60/40
PIYO	Francine Foroughi	\$79	60/40
ZUMBA	Francine Foroughi	\$79	60/40

SANTIAGO CANYON COLLEGE
Community Services Program - Fall 2011

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
<i>Health, Beauty & Fitness Continued</i>			
Intuitive Eating	Heather Tarlow-Edwards	\$79	60/40
Evening of Massage	Barbara Sobel	\$39/\$69	60/40
Head & Foot Massage	Barbara Sobel	\$39/\$69	60/40
Head, Neck & Shoulder Massage	Barbara Sobel	\$39/\$69	60/40
The Brain Class- Blueprint for Brain Fitness	Debbi Harper	\$29	60/40
<i>Language</i>			
Spanish at Work	CALINK Institute	\$79	\$40/hour
Fast Fun French	Katherine Watson	\$59	60/40
Introduction to Italian	Alpine Tutoring	\$59	\$40/hour
<i>Medical Billing</i>			
Medical Billing Series	KGP Consulting	\$139	60/40
Insurance Billing I	KGP Consulting	\$99	60/40
Insurance Billing II	KGP Consulting	\$69	60/40
Computerized Medical Billing	KGP Consulting	\$25	60/40
Start a Medical Insurance Billing Service	KGP Consulting	\$29	60/40
Billing for Worker's Comp & Personal Injury	KGP Consulting	\$69	60/40
<i>Money Matters</i>			
Master Your Investments	Jalon O'Connell	\$39	No Charge
Investment Bootcamp	Jalon O'Connell	\$39	No Charge
Complete Financial Workshop	Jim Dumbeck	\$59	60/40
Build Your Financial Portfolio	Bobbie Christensen	\$39/\$59	60/40
Retirement Planning Today	Charles Munoz	\$49/\$69	60/40
<i>Music</i>			
Beginning Guitar	Ron Gorman	\$89	50/50
Intermediate Guitar	Ron Gorman	\$89	50/50
<i>Older Adult Classes</i>			
Quilting	Judy Schindlebeck	\$48	\$40/hour
Life Story Writing	Dawn Thurston	\$30	\$40/hour
Total Fitness	Jeff Nolasco	\$48/\$42	\$40/hour
Yoga for Everybody	Bobby Glicksir	\$64	\$40/hour
Basic Drawing	Eileen Clary	\$72	\$40/hour
Watercolor Painting	Eileen Clary	\$72	\$40/hour
<i>Personal Enrichment</i>			
What Were You Born To Do	Curtis Adney	\$49	60/40
Overcome Anxiety & Panic Forever	Nick Lazaris	\$29	60/40
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	60/40
Assertive Skills for Success	Nick Lazaris	\$29	60/40
Put Sizzle & Sophistication in your Social Life	Vandy Forrester	\$29	No Fee

SANTIAGO CANYON COLLEGE
Community Services Program - Fall 2011

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
<i>Real Estate</i>			
How to Sell Residential Real Estate	Robert Lindquist	\$19	50/50
<i>Special Interest</i>			
Digital Photography- Point & Shoot	Julie Diebolt Price	\$49	60/40
Digital Photography- SLR	Julie Diebolt Price	\$49	60/40
Beyond Basic Digital Photography	Julie Diebolt Price	\$79	60/40
Fly Fishing for Fun	Eric Christensen	\$39	60/40
Sushi Made Easy	Dave & Barb Sobel	\$29	50/50
Theater Games	Robert Conrad	\$59	60/40
CPR	Sabrina Bradley	\$29	60/40
Basic First Aid	Sabrina Bradley	\$29	60/40
iPhone, Android-for Business & Recreational	Mango/ Martinez	\$59/\$69	\$35/Hour
<i>Test Preparation</i>			
SAT Preparation	Jayne Munoz/Joel Sheldon	\$94	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$55	50/50
<i>Travel</i>			
Tea & Treasures/Nethercutt Collection	Good Times Travel	\$69	\$33/pp
The Magic Castle	Good Times Travel	\$109	\$74/pp
Sequoia & Wonder Valley	Good Times Travel	\$599/\$749	\$499/\$649pp
Central Coast By Rail	Good Times Travel	\$439/\$579	\$339/\$679pp

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Metropolitan Water District of Southern California Master Cost Agreement	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) has a long-standing, on-going relationship with organized labor and their respective apprenticeship training programs. The Metropolitan Water District (MWD) program is one of the programs the college offers in this type of affiliation. Apprentices are registered as college students, take college-approved courses and receive college credit for their matriculation. At the conclusion of this program each student receives a jointly-authorized certificate validating journeyman status.

ANALYSIS

RSCCD receives \$5.06 per student hour of positive attendance from the state. These student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from these state funds and further specifies RSCCD's and the MWD of Southern California's obligations.

RECOMMENDATION

It is recommended that the Board approve the contract with the Metropolitan Water District of Southern California for 2011-2012 as presented.

Fiscal Impact: approximately \$5,000 to RSCCD; approximately \$20,000 to MWD of Southern California	Board Date: 7/25/11
Prepared by: Dr. Aracely Mora, Vice President, Academic Affairs Mary Halvorson, Interim Dean, Business & Career Technical Education	
Submitted by: Juan A. Vázquez, president	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

This Agreement, made and entered into this 1st day of July, 2011, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, hereinafter referred to as MWD:

WITNESSETH:

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

ARTICLE I - RECITALS

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

Whereas, MWD has established a "joint apprenticeship training committee" (JATC) and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

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

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

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

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

ARTICLE II - RESPONSIBILITIES OF RSCCD

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

ARTICLE III - RESPONSIBILITIES OF MWD

A. Instruction and Curriculum

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

4. MWD instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
5. MWD shall provide funds for and administer one (1) instructor workshop annually.
6. MWD shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors. They will assist the instructors in the restoring of the shop areas to a neat and orderly condition and in the return of tools, equipment and surplus materials to the proper storage areas after classes.

B. Facilities, Equipment and Supplies

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

ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2011) and will continue until the end of the fiscal year (June 30, 2012) unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by MWD and performing services for MWD shall be solely employees of MWD and not employees of RSCCD. MWD shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay MWD an amount equal to seventy-five percent (75%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Metropolitan Water District, 700 N. Alameda St., Los Angeles, California, 90012, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.

- D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
 Apprenticeship Office
 8045 E. Chapman Avenue
 Orange, CA 92869
 ATTN: Director

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


To MWDJATC: Metropolitan Water District
 Apprenticeship Program
 33752 Newport Road
 Winchester, California, 92596
 ATTN: Coordinator

- E. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- F. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

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

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT



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

Approved by Governing Board

Date: _____

METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA



James F. Green
Group Manager, Water System Operations

Date: 5/26/11

APPROVED AS TO FORM:



Marcia L. Scully, Interim General Counsel

Date: 5/31/11

Check Registers Submitted for Approval
Checks Written for Period 06/15/11 thru 07/15/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51248	General Fund Unrestricted	16,296.11	0.00	16,296.11	92*0286097	92*0286100
51249	General Fund Unrestricted	400.00	0.00	400.00	92*0286101	92*0286102
51250	General Fund Unrestricted	2,668.55	0.00	2,668.55	92*0286103	92*0286109
51251	General Fund Unrestricted	194.17	0.00	194.17	92*0286112	92*0286114
51253	General Fund Unrestricted	255.93	0.00	255.93	92*0286127	92*0286127
51254	General Fund Unrestricted	3,700.00	0.00	3,700.00	92*0286130	92*0286131
51258	General Fund Unrestricted	1,275.00	0.00	1,275.00	92*0286143	92*0286150
51260	General Fund Unrestricted	200,000.00	0.00	200,000.00	92*0286153	92*0286154
51261	General Fund Unrestricted	1,800.00	0.00	1,800.00	92*0286155	92*0286155
51262	General Fund Unrestricted	2,975.47	0.00	2,975.47	92*0286162	92*0286168
51263	General Fund Unrestricted	39,787.69	0.00	39,787.69	92*0286169	92*0286173
51264	General Fund Unrestricted	2,719.49	0.00	2,719.49	92*0286174	92*0286181
51267	General Fund Unrestricted	974.16	0.00	974.16	92*0286193	92*0286196
51268	General Fund Unrestricted	8,970.88	0.00	8,970.88	92*0286197	92*0286201
51270	General Fund Unrestricted	971.15	0.00	971.15	92*0286209	92*0286209
51272	General Fund Unrestricted	1,205.50	0.00	1,205.50	92*0286224	92*0286234
51278	General Fund Unrestricted	8,167.11	0.00	8,167.11	92*0286253	92*0286256
51279	General Fund Unrestricted	15,934.45	0.00	15,934.45	92*0286257	92*0286263
51280	General Fund Unrestricted	58,705.45	0.00	58,705.45	92*0286264	92*0286266
51282	General Fund Unrestricted	1,287.65	0.00	1,287.65	92*0286273	92*0286277
51291	General Fund Unrestricted	1,827.50	0.00	1,827.50	92*0286295	92*0286306
51292	General Fund Unrestricted	24,264.21	0.00	24,264.21	92*0286307	92*0286308
51293	General Fund Unrestricted	1,770.07	0.00	1,770.07	92*0286309	92*0286315
51294	General Fund Unrestricted	96,859.74	0.00	96,859.74	92*0286316	92*0286316
51296	General Fund Unrestricted	1,817.77	0.00	1,817.77	92*0286327	92*0286334
51297	General Fund Unrestricted	635.80	0.00	635.80	92*0286335	92*0286342
51298	General Fund Unrestricted	3,402.96	0.00	3,402.96	92*0286344	92*0286350
51299	General Fund Unrestricted	7,396.68	0.00	7,396.68	92*0286353	92*0286354
51302	General Fund Unrestricted	461.00	0.00	461.00	92*0286370	92*0286372
51303	General Fund Unrestricted	17,016.48	0.00	17,016.48	92*0286373	92*0286373
51304	General Fund Unrestricted	31,941.03	0.00	31,941.03	92*0286374	92*0286377
51305	General Fund Unrestricted	5,317.82	0.00	5,317.82	92*0286380	92*0286381
51306	General Fund Unrestricted	182,173.32	0.00	182,173.32	92*0286382	92*0286383
51307	General Fund Unrestricted	1,741.04	0.00	1,741.04	92*0286386	92*0286393
51308	General Fund Unrestricted	11,732.10	0.00	11,732.10	92*0286394	92*0286405
51310	General Fund Unrestricted	355.00	0.00	355.00	92*0286413	92*0286414
51313	General Fund Unrestricted	805.00	0.00	805.00	92*0286429	92*0286436
51317	General Fund Unrestricted	184,698.78	0.00	184,698.78	92*0286462	92*0286465
51318	General Fund Unrestricted	25,122.13	0.00	25,122.13	92*0286466	92*0286470
51319	General Fund Unrestricted	540.00	0.00	540.00	92*0286479	92*0286479
51320	General Fund Unrestricted	9,467.44	0.00	9,467.44	92*0286480	92*0286483

Check Registers Submitted for Approval
Checks Written for Period 06/15/11 thru 07/15/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51321	General Fund Unrestricted	2,119.64	0.00	2,119.64	92*0286484	92*0286490
51322	General Fund Unrestricted	31,939.18	0.00	31,939.18	92*0286494	92*0286499
51323	General Fund Unrestricted	32,936.55	0.00	32,936.55	92*0286500	92*0286501
51325	General Fund Unrestricted	3,723.37	0.00	3,723.37	92*0286513	92*0286517
51326	General Fund Unrestricted	1,547.85	0.00	1,547.85	92*0286518	92*0286521
51327	General Fund Unrestricted	3,104.57	0.00	3,104.57	92*0286522	92*0286524
51328	General Fund Unrestricted	3,114.11	0.00	3,114.11	92*0286526	92*0286533
51329	General Fund Unrestricted	7,750.60	0.00	7,750.60	92*0286534	92*0286538
51334	General Fund Unrestricted	332.08	0.00	332.08	92*0286549	92*0286550
51336	General Fund Unrestricted	8,537.19	0.00	8,537.19	92*0286562	92*0286568
51337	General Fund Unrestricted	1,271.23	0.00	1,271.23	92*0286572	92*0286575
51340	General Fund Unrestricted	3,710.31	0.00	3,710.31	92*0286588	92*0286595
51341	General Fund Unrestricted	5,544.68	0.00	5,544.68	92*0286596	92*0286602
51342	General Fund Unrestricted	60,984.98	0.00	60,984.98	92*0286603	92*0286605
51343	General Fund Unrestricted	4,122.98	0.00	4,122.98	92*0286606	92*0286609
51354	General Fund Unrestricted	29,944.64	0.00	29,944.64	92*0286646	92*0286646
51355	General Fund Unrestricted	10,358.44	0.00	10,358.44	92*0286647	92*0286650
51356	General Fund Unrestricted	1,891.00	0.00	1,891.00	92*0286652	92*0286656
51359	General Fund Unrestricted	1,243.56	0.00	1,243.56	92*0286663	92*0286663
51360	General Fund Unrestricted	63,098.50	0.00	63,098.50	92*0286664	92*0286666
51361	General Fund Unrestricted	34,242.00	0.00	34,242.00	92*0286667	92*0286689
51362	General Fund Unrestricted	21,737.00	0.00	21,737.00	92*0286690	92*0286718
51363	General Fund Unrestricted	75,910.00	0.00	75,910.00	92*0286719	92*0286802
51364	General Fund Unrestricted	72,416.00	0.00	72,416.00	92*0286803	92*0286886
51365	General Fund Unrestricted	56,511.00	0.00	56,511.00	92*0286887	92*0286970
51366	General Fund Unrestricted	55,848.00	0.00	55,848.00	92*0286971	92*0287054
51367	General Fund Unrestricted	66,842.00	0.00	66,842.00	92*0287055	92*0287138
51368	General Fund Unrestricted	37,475.00	0.00	37,475.00	92*0287139	92*0287204
51369	General Fund Unrestricted	4,609.50	0.00	4,609.50	92*0287205	92*0287205
51371	General Fund Unrestricted	8,095.34	0.00	8,095.34	92*0287207	92*0287208
51372	General Fund Unrestricted	1,230.50	0.00	1,230.50	92*0287210	92*0287211
51374	General Fund Unrestricted	59,993.81	0.00	59,993.81	92*0287221	92*0287223
51375	General Fund Unrestricted	6,792.83	0.00	6,792.83	92*0287224	92*0287229
51376	General Fund Unrestricted	408,915.81	0.00	408,915.81	92*0287230	92*0287230
51378	General Fund Unrestricted	4,973.00	0.00	4,973.00	92*0287237	92*0287237
51380	General Fund Unrestricted	80,584.47	0.00	80,584.47	92*0287247	92*0287249
51381	General Fund Unrestricted	1,010.87	0.00	1,010.87	92*0287250	92*0287255
51382	General Fund Unrestricted	13,556.35	0.00	13,556.35	92*0287256	92*0287261
51383	General Fund Unrestricted	1,942.90	0.00	1,942.90	92*0287262	92*0287264
51384	General Fund Unrestricted	3,807.90	0.00	3,807.90	92*0287266	92*0287268
51385	General Fund Unrestricted	2,200.45	0.00	2,200.45	92*0287272	92*0287272

Check Registers Submitted for Approval
Checks Written for Period 06/15/11 thru 07/15/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51386	General Fund Unrestricted	13,987.97	0.00	13,987.97	92*0287277	92*0287277
51387	General Fund Unrestricted	2,288.04	0.00	2,288.04	92*0287279	92*0287285
51388	General Fund Unrestricted	297.63	0.00	297.63	92*0287288	92*0287289
51389	General Fund Unrestricted	2,792.56	0.00	2,792.56	92*0287294	92*0287302
51390	General Fund Unrestricted	470.59	0.00	470.59	92*0287303	92*0287305
51392	General Fund Unrestricted	942.44	0.00	942.44	92*0287312	92*0287312
51393	General Fund Unrestricted	13,887.34	0.00	13,887.34	92*0287314	92*0287316
51395	General Fund Unrestricted	23,245.81	0.00	23,245.81	92*0287326	92*0287331
51396	General Fund Unrestricted	1,421.64	0.00	1,421.64	92*0287332	92*0287338
51397	General Fund Unrestricted	3,853.50	0.00	3,853.50	92*0287339	92*0287344
51399	General Fund Unrestricted	10,710.11	0.00	10,710.11	92*0287361	92*0287364
51401	General Fund Unrestricted	144.20	0.00	144.20	92*0287370	92*0287370
51403	General Fund Unrestricted	1,226.00	0.00	1,226.00	92*0287380	92*0287389
51404	General Fund Unrestricted	17,160.00	0.00	17,160.00	92*0287390	92*0287392
51405	General Fund Unrestricted	670.33	0.00	670.33	92*0287395	92*0287401
51406	General Fund Unrestricted	3,131.70	0.00	3,131.70	92*0287402	92*0287408
51407	General Fund Unrestricted	10,101.13	0.00	10,101.13	92*0287409	92*0287412
51414	General Fund Unrestricted	2,704.48	0.00	2,704.48	92*0287466	92*0287473
51415	General Fund Unrestricted	17,681.70	0.00	17,681.70	92*0287474	92*0287478
51416	General Fund Unrestricted	43,826.25	0.00	43,826.25	92*0287482	92*0287484
51422	General Fund Unrestricted	2,514.92	0.00	2,514.92	92*0287503	92*0287507
51423	General Fund Unrestricted	7,597.03	0.00	7,597.03	92*0287508	92*0287513
51424	General Fund Unrestricted	1,564.51	0.00	1,564.51	92*0287515	92*0287517
51425	General Fund Unrestricted	129,360.00	0.00	129,360.00	92*0287518	92*0287519
51427	General Fund Unrestricted	2,625.00	0.00	2,625.00	92*0287523	92*0287527
51428	General Fund Unrestricted	15,919.00	0.00	15,919.00	92*0287528	92*0287529
51429	General Fund Unrestricted	275,448.00	0.00	275,448.00	92*0287530	92*0287531
51430	General Fund Unrestricted	318,229.00	0.00	318,229.00	92*0287532	92*0287533
51433	General Fund Unrestricted	3,006.00	0.00	3,006.00	92*0287537	92*0287544
51434	General Fund Unrestricted	43,702.78	0.00	43,702.78	92*0287545	92*0287547
51436	General Fund Unrestricted	9,477.64	0.00	9,477.64	92*0287551	92*0287555
51438	General Fund Unrestricted	3,077.05	0.00	3,077.05	92*0287565	92*0287570
51439	General Fund Unrestricted	650.13	0.00	650.13	92*0287573	92*0287573
51440	General Fund Unrestricted	26,000.00	0.00	26,000.00	92*0287578	92*0287578
51448	General Fund Unrestricted	1,572,602.76	0.00	1,572,602.76	92*0287596	92*0287597
51449	General Fund Unrestricted	97,661.57	0.00	97,661.57	92*0287598	92*0287601
51451	General Fund Unrestricted	51,533.40	0.00	51,533.40	92*0287617	92*0287628
51452	General Fund Unrestricted	760.05	0.00	760.05	92*0287630	92*0287631
51453	General Fund Unrestricted	1,832.22	0.00	1,832.22	92*0287635	92*0287635
51454	General Fund Unrestricted	3,633.80	0.00	3,633.80	92*0287640	92*0287646
51455	General Fund Unrestricted	15,596.75	0.00	15,596.75	92*0287647	92*0287650

Check Registers Submitted for Approval
Checks Written for Period 06/15/11 thru 07/15/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51456	General Fund Unrestricted	872.16	0.00	872.16	92*0287651	92*0287653
51458	General Fund Unrestricted	1,566.46	0.00	1,566.46	92*0287665	92*0287667
51462	General Fund Unrestricted	90,591.44	0.00	90,591.44	92*0287679	92*0287683
51463	General Fund Unrestricted	1,369.76	0.00	1,369.76	92*0287684	92*0287686
51464	General Fund Unrestricted	7,509.36	0.00	7,509.36	92*0287688	92*0287691
51465	General Fund Unrestricted	57,860.25	0.00	57,860.25	92*0287692	92*0287692
51466	General Fund Unrestricted	2,906.67	0.00	2,906.67	92*0287696	92*0287697
51467	General Fund Unrestricted	2,317.20	0.00	2,317.20	92*0287699	92*0287705
51468	General Fund Unrestricted	2,474.94	0.00	2,474.94	92*0287709	92*0287716
51474	General Fund Unrestricted	3,010.00	0.00	3,010.00	92*0287747	92*0287749
51475	General Fund Unrestricted	6,250.27	0.00	6,250.27	92*0287751	92*0287758
51476	General Fund Unrestricted	4,245.51	0.00	4,245.51	92*0287759	92*0287766
51477	General Fund Unrestricted	7,165.24	0.00	7,165.24	92*0287767	92*0287775
51478	General Fund Unrestricted	7,750.00	0.00	7,750.00	92*0287776	92*0287782
51479	General Fund Unrestricted	49,982.55	0.00	49,982.55	92*0287783	92*0287784
51482	General Fund Unrestricted	38,871.00	0.00	38,871.00	92*0287791	92*0287791
51483	General Fund Unrestricted	234,673.75	0.00	234,673.75	92*0287793	92*0287794
51484	General Fund Unrestricted	27.79	0.00	27.79	92*0287795	92*0287797
51485	General Fund Unrestricted	12,428.83	0.00	12,428.83	92*0287799	92*0287799
51486	General Fund Unrestricted	4,035.00	0.00	4,035.00	92*0287800	92*0287800
51488	General Fund Unrestricted	1,327.50	0.00	1,327.50	92*0287802	92*0287810
51489	General Fund Unrestricted	9,385.98	0.00	9,385.98	92*0287811	92*0287815
51490	General Fund Unrestricted	757.88	0.00	757.88	92*0287817	92*0287821
51491	General Fund Unrestricted	18,356.99	0.00	18,356.99	92*0287822	92*0287822
51493	General Fund Unrestricted	849.80	0.00	849.80	92*0287825	92*0287827
51494	General Fund Unrestricted	846.97	0.00	846.97	92*0287828	92*0287832
51495	General Fund Unrestricted	1,147.20	0.00	1,147.20	92*0287833	92*0287833
51496	General Fund Unrestricted	3,000.00	0.00	3,000.00	92*0287835	92*0287835
51497	General Fund Unrestricted	392.00	0.00	392.00	92*0287838	92*0287838
51498	General Fund Unrestricted	475.46	0.00	475.46	92*0287839	92*0287843
51499	General Fund Unrestricted	340.04	0.00	340.04	92*0287844	92*0287851
51502	General Fund Unrestricted	316.70	0.00	316.70	92*0287868	92*0287868
51504	General Fund Unrestricted	28,500.00	0.00	28,500.00	92*0287871	92*0287871
51505	General Fund Unrestricted	3,609.20	0.00	3,609.20	92*0287872	92*0287876
51506	General Fund Unrestricted	1,029.27	0.00	1,029.27	92*0287877	92*0287880
51511	General Fund Unrestricted	63,150.15	0.00	63,150.15	92*0288047	92*0288047
51512	General Fund Unrestricted	14,221.14	0.00	14,221.14	92*0288048	92*0288054
51513	General Fund Unrestricted	807.70	0.00	807.70	92*0288055	92*0288058
51514	General Fund Unrestricted	12,693.85	0.00	12,693.85	92*0288061	92*0288064
51515	General Fund Unrestricted	73,382.24	0.00	73,382.24	92*0288065	92*0288068
51516	General Fund Unrestricted	18,985.78	0.00	18,985.78	92*0288069	92*0288071

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51517	General Fund Unrestricted	84.40	0.00	84.40	92*0288072	92*0288077
51518	General Fund Unrestricted	228.73	0.00	228.73	92*0288080	92*0288080
51526	General Fund Unrestricted	316.29	0.00	316.29	92*0288099	92*0288100
51531	General Fund Unrestricted	1,034.34	0.00	1,034.34	92*0288363	92*0288366
51532	General Fund Unrestricted	2,030.31	0.00	2,030.31	92*0288372	92*0288378
51541	General Fund Unrestricted	2,625.00	0.00	2,625.00	92*0288397	92*0288401
51542	General Fund Unrestricted	4,451.80	0.00	4,451.80	92*0288402	92*0288418
51543	General Fund Unrestricted	275.00	0.00	275.00	92*0288419	92*0288419
51545	General Fund Unrestricted	2,081.00	0.00	2,081.00	92*0288423	92*0288423
51546	General Fund Unrestricted	686.63	0.00	686.63	92*0288424	92*0288429
51547	General Fund Unrestricted	200.00	0.00	200.00	92*0288432	92*0288432
51548	General Fund Unrestricted	31,889.13	0.00	31,889.13	92*0288434	92*0288436
51551	General Fund Unrestricted	17,781.00	0.00	17,781.00	92*0288440	92*0288443
Total Fund 11 General Fund Unrestricted		<u>5,880,107.51</u>	<u>0.00</u>	<u>5,880,107.51</u>		

Check Registers Submitted for Approval
Checks Written for Period 06/15/11 thru 07/15/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51248	General Fund Restricted	9,978.61	0.00	9,978.61	92*0286096	92*0286098
51251	General Fund Restricted	1,431.09	0.00	1,431.09	92*0286110	92*0286113
51252	General Fund Restricted	1,325.26	0.00	1,325.26	92*0286115	92*0286126
51253	General Fund Restricted	884.95	0.00	884.95	92*0286128	92*0286128
51254	General Fund Restricted	703.50	0.00	703.50	92*0286129	92*0286129
51259	General Fund Restricted	46,085.88	0.00	46,085.88	92*0286151	92*0286152
51261	General Fund Restricted	3,596.32	0.00	3,596.32	92*0286156	92*0286161
51265	General Fund Restricted	1,595.03	0.00	1,595.03	92*0286182	92*0286186
51266	General Fund Restricted	15,491.25	0.00	15,491.25	92*0286187	92*0286192
51267	General Fund Restricted	373.01	0.00	373.01	92*0286195	92*0286195
51269	General Fund Restricted	956.81	0.00	956.81	92*0286202	92*0286206
51270	General Fund Restricted	305.18	0.00	305.18	92*0286207	92*0286208
51271	General Fund Restricted	15,602.21	0.00	15,602.21	92*0286210	92*0286223
51281	General Fund Restricted	4,443.40	0.00	4,443.40	92*0286267	92*0286272
51282	General Fund Restricted	162.42	0.00	162.42	92*0286276	92*0286276
51283	General Fund Restricted	62,112.12	0.00	62,112.12	92*0286278	92*0286278
51284	General Fund Restricted	14,360.14	0.00	14,360.14	92*0286279	92*0286279
51295	General Fund Restricted	6,598.49	0.00	6,598.49	92*0286317	92*0286326
51297	General Fund Restricted	4,117.88	0.00	4,117.88	92*0286336	92*0286343
51299	General Fund Restricted	4,057.27	0.00	4,057.27	92*0286351	92*0286352
51305	General Fund Restricted	4,785.00	0.00	4,785.00	92*0286378	92*0286379
51307	General Fund Restricted	1,096.26	0.00	1,096.26	92*0286384	92*0286392
51309	General Fund Restricted	1,188.62	0.00	1,188.62	92*0286406	92*0286412
51314	General Fund Restricted	7,139.35	0.00	7,139.35	92*0286437	92*0286448
51315	General Fund Restricted	2,577.90	0.00	2,577.90	92*0286449	92*0286454
51316	General Fund Restricted	25,696.36	0.00	25,696.36	92*0286455	92*0286461
51319	General Fund Restricted	6,914.28	0.00	6,914.28	92*0286471	92*0286478
51321	General Fund Restricted	2,499.02	0.00	2,499.02	92*0286485	92*0286493
51323	General Fund Restricted	26,358.72	0.00	26,358.72	92*0286502	92*0286504
51324	General Fund Restricted	580.53	0.00	580.53	92*0286505	92*0286512
51325	General Fund Restricted	847.55	0.00	847.55	92*0286514	92*0286514
51328	General Fund Restricted	1,512.48	0.00	1,512.48	92*0286525	92*0286525
51330	General Fund Restricted	3,180.09	0.00	3,180.09	92*0286539	92*0286541
51331	General Fund Restricted	1,187.03	0.00	1,187.03	92*0286542	92*0286542
51332	General Fund Restricted	3,760.85	0.00	3,760.85	92*0286543	92*0286545
51333	General Fund Restricted	2,332.24	0.00	2,332.24	92*0286546	92*0286548
51334	General Fund Restricted	2,290.30	0.00	2,290.30	92*0286551	92*0286553
51335	General Fund Restricted	3,373.70	0.00	3,373.70	92*0286554	92*0286560
51336	General Fund Restricted	5,637.10	0.00	5,637.10	92*0286561	92*0286561
51337	General Fund Restricted	4,825.61	0.00	4,825.61	92*0286569	92*0286576
51338	General Fund Restricted	12,605.52	0.00	12,605.52	92*0286577	92*0286582

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Checks Written for Period 06/15/11 thru 07/15/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51339	General Fund Restricted	3,646.90	0.00	3,646.90	92*0286583	92*0286587
51340	General Fund Restricted	5,338.39	0.00	5,338.39	92*0286589	92*0286594
51343	General Fund Restricted	500.00	0.00	500.00	92*0286608	92*0286608
51355	General Fund Restricted	431.60	0.00	431.60	92*0286649	92*0286651
51357	General Fund Restricted	582.96	0.00	582.96	92*0286657	92*0286659
51358	General Fund Restricted	2,514.23	0.00	2,514.23	92*0286660	92*0286662
51370	General Fund Restricted	53,588.25	0.00	53,588.25	92*0287206	92*0287206
51372	General Fund Restricted	16.37	0.00	16.37	92*0287209	92*0287209
51373	General Fund Restricted	1,470.96	0.00	1,470.96	92*0287212	92*0287220
51375	General Fund Restricted	966.22	0.00	966.22	92*0287228	92*0287228
51377	General Fund Restricted	13,538.08	0.00	13,538.08	92*0287231	92*0287236
51378	General Fund Restricted	21,754.99	0.00	21,754.99	92*0287238	92*0287241
51379	General Fund Restricted	1,962.88	0.00	1,962.88	92*0287242	92*0287246
51381	General Fund Restricted	816.00	0.00	816.00	92*0287253	92*0287254
51384	General Fund Restricted	1,194.92	0.00	1,194.92	92*0287265	92*0287267
51385	General Fund Restricted	8,826.17	0.00	8,826.17	92*0287269	92*0287273
51386	General Fund Restricted	36,271.44	0.00	36,271.44	92*0287274	92*0287276
51387	General Fund Restricted	352.57	0.00	352.57	92*0287278	92*0287278
51388	General Fund Restricted	2,354.20	0.00	2,354.20	92*0287286	92*0287293
51390	General Fund Restricted	2,064.82	0.00	2,064.82	92*0287306	92*0287307
51391	General Fund Restricted	4,501.22	0.00	4,501.22	92*0287308	92*0287311
51393	General Fund Restricted	3,824.87	0.00	3,824.87	92*0287313	92*0287313
51394	General Fund Restricted	3,788.01	0.00	3,788.01	92*0287317	92*0287325
51395	General Fund Restricted	7,785.00	0.00	7,785.00	92*0287329	92*0287330
51398	General Fund Restricted	4,181.37	0.00	4,181.37	92*0287345	92*0287360
51400	General Fund Restricted	19,843.08	0.00	19,843.08	92*0287365	92*0287368
51401	General Fund Restricted	2,127.14	0.00	2,127.14	92*0287369	92*0287373
51402	General Fund Restricted	1,438.48	0.00	1,438.48	92*0287374	92*0287379
51404	General Fund Restricted	7,620.06	0.00	7,620.06	92*0287393	92*0287394
51405	General Fund Restricted	1,659.40	0.00	1,659.40	92*0287396	92*0287398
51406	General Fund Restricted	130.46	0.00	130.46	92*0287403	92*0287403
51407	General Fund Restricted	8,089.23	0.00	8,089.23	92*0287410	92*0287411
51408	General Fund Restricted	2,800.00	0.00	2,800.00	92*0287413	92*0287419
51409	General Fund Restricted	1,760.00	0.00	1,760.00	92*0287420	92*0287430
51410	General Fund Restricted	1,760.00	0.00	1,760.00	92*0287431	92*0287441
51411	General Fund Restricted	2,080.00	0.00	2,080.00	92*0287442	92*0287454
51412	General Fund Restricted	1,122.77	0.00	1,122.77	92*0287455	92*0287459
51413	General Fund Restricted	14,453.36	0.00	14,453.36	92*0287460	92*0287465
51416	General Fund Restricted	35,734.39	0.00	35,734.39	92*0287479	92*0287481
51424	General Fund Restricted	4,186.50	0.00	4,186.50	92*0287514	92*0287514
51426	General Fund Restricted	958.32	0.00	958.32	92*0287520	92*0287522

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51435	General Fund Restricted	81,238.87	0.00	81,238.87	92*0287548	92*0287550
51436	General Fund Restricted	3,547.36	0.00	3,547.36	92*0287554	92*0287554
51437	General Fund Restricted	430.17	0.00	430.17	92*0287556	92*0287563
51438	General Fund Restricted	120.57	0.00	120.57	92*0287564	92*0287564
51439	General Fund Restricted	3,078.96	0.00	3,078.96	92*0287571	92*0287576
51440	General Fund Restricted	17,879.02	0.00	17,879.02	92*0287577	92*0287580
51450	General Fund Restricted	6,218.00	0.00	6,218.00	92*0287602	92*0287616
51451	General Fund Restricted	0.00	0.00	0.00	92*0287622	92*0287622
51452	General Fund Restricted	95.43	0.00	95.43	92*0287629	92*0287632
51453	General Fund Restricted	8,373.15	0.00	8,373.15	92*0287633	92*0287637
51454	General Fund Restricted	661.49	0.00	661.49	92*0287638	92*0287639
51455	General Fund Restricted	5,000.00	0.00	5,000.00	92*0287648	92*0287648
51456	General Fund Restricted	1,541.17	0.00	1,541.17	92*0287652	92*0287657
51457	General Fund Restricted	1,399.99	0.00	1,399.99	92*0287658	92*0287664
51458	General Fund Restricted	2,120.24	0.00	2,120.24	92*0287668	92*0287669
51463	General Fund Restricted	287.94	0.00	287.94	92*0287687	92*0287687
51464	General Fund Restricted	9,527.00	0.00	9,527.00	92*0287689	92*0287689
51466	General Fund Restricted	935.44	0.00	935.44	92*0287693	92*0287698
51468	General Fund Restricted	1,268.79	0.00	1,268.79	92*0287706	92*0287717
51473	General Fund Restricted	9,000.00	0.00	9,000.00	92*0287730	92*0287744
51474	General Fund Restricted	1,742.45	0.00	1,742.45	92*0287745	92*0287750
51482	General Fund Restricted	21,000.00	0.00	21,000.00	92*0287792	92*0287792
51484	General Fund Restricted	42.50	0.00	42.50	92*0287796	92*0287796
51485	General Fund Restricted	1,757.00	0.00	1,757.00	92*0287798	92*0287798
51489	General Fund Restricted	9,282.76	0.00	9,282.76	92*0287812	92*0287813
51490	General Fund Restricted	679.62	0.00	679.62	92*0287816	92*0287820
51496	General Fund Restricted	3,412.00	0.00	3,412.00	92*0287834	92*0287834
51497	General Fund Restricted	574.30	0.00	574.30	92*0287836	92*0287837
51500	General Fund Restricted	704.35	0.00	704.35	92*0287852	92*0287861
51501	General Fund Restricted	560.82	0.00	560.82	92*0287862	92*0287867
51506	General Fund Restricted	215.93	0.00	215.93	92*0287881	92*0287883
51513	General Fund Restricted	7.12	0.00	7.12	92*0288059	92*0288059
51514	General Fund Restricted	3,234.23	0.00	3,234.23	92*0288060	92*0288063
51517	General Fund Restricted	931.69	0.00	931.69	92*0288073	92*0288079
51518	General Fund Restricted	213.21	0.00	213.21	92*0288081	92*0288081
51525	General Fund Restricted	4,730.15	0.00	4,730.15	92*0288097	92*0288098
51526	General Fund Restricted	1,060.06	0.00	1,060.06	92*0288101	92*0288102
51531	General Fund Restricted	500.56	0.00	500.56	92*0288364	92*0288370
51532	General Fund Restricted	484.72	0.00	484.72	92*0288371	92*0288377
51533	General Fund Restricted	2,865.60	0.00	2,865.60	92*0288379	92*0288380
51539	General Fund Restricted	1,141.88	0.00	1,141.88	92*0288394	92*0288394

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51540	General Fund Restricted	2,565.37	0.00	2,565.37	92*0288395	92*0288396
51546	General Fund Restricted	485.00	0.00	485.00	92*0288426	92*0288428
51547	General Fund Restricted	1,179.42	0.00	1,179.42	92*0288430	92*0288433
51549	General Fund Restricted	927.55	0.00	927.55	92*0288437	92*0288437
Total Fund 12 General Fund Restricted		<u>815,626.82</u>	<u>0.00</u>	<u>815,626.82</u>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51255	Child Development Fund	1,784.71	0.00	1,784.71	92*0286132	92*0286136
51273	Child Development Fund	6,009.16	0.00	6,009.16	92*0286235	92*0286239
51285	Child Development Fund	32,429.03	0.00	32,429.03	92*0286280	92*0286281
51286	Child Development Fund	4,413.17	0.00	4,413.17	92*0286282	92*0286285
51300	Child Development Fund	3,318.65	0.00	3,318.65	92*0286355	92*0286361
51301	Child Development Fund	3,558.74	0.00	3,558.74	92*0286362	92*0286369
51311	Child Development Fund	266.71	0.00	266.71	92*0286415	92*0286423
51344	Child Development Fund	2,465.89	0.00	2,465.89	92*0286610	92*0286616
51345	Child Development Fund	2,111.35	0.00	2,111.35	92*0286617	92*0286622
51346	Child Development Fund	2,149.27	0.00	2,149.27	92*0286623	92*0286627
51417	Child Development Fund	1,396.75	0.00	1,396.75	92*0287485	92*0287489
51418	Child Development Fund	2,080.10	0.00	2,080.10	92*0287490	92*0287492
51419	Child Development Fund	14,910.00	0.00	14,910.00	92*0287493	92*0287494
51420	Child Development Fund	1,614.70	0.00	1,614.70	92*0287495	92*0287499
51431	Child Development Fund	3,300.00	0.00	3,300.00	92*0287534	92*0287535
51441	Child Development Fund	26,811.79	0.00	26,811.79	92*0287581	92*0287581
51442	Child Development Fund	2,348.99	0.00	2,348.99	92*0287582	92*0287584
51443	Child Development Fund	10,221.65	0.00	10,221.65	92*0287585	92*0287587
51447	Child Development Fund	1,890.57	0.00	1,890.57	92*0287594	92*0287595
51469	Child Development Fund	2,442.17	0.00	2,442.17	92*0287718	92*0287722
51480	Child Development Fund	6,765.97	0.00	6,765.97	92*0287785	92*0287789
51487	Child Development Fund	10,384.00	0.00	10,384.00	92*0287801	92*0287801
51492	Child Development Fund	6,460.00	0.00	6,460.00	92*0287823	92*0287824
51503	Child Development Fund	1,287.68	0.00	1,287.68	92*0287869	92*0287870
51507	Child Development Fund	190.37	0.00	190.37	92*0287884	92*0287884
51519	Child Development Fund	93,162.84	0.00	93,162.84	92*0288082	92*0288083
51520	Child Development Fund	523.97	0.00	523.97	92*0288084	92*0288084
51527	Child Development Fund	208.23	0.00	208.23	92*0288103	92*0288109
51534	Child Development Fund	1,037.84	0.00	1,037.84	92*0288381	92*0288383
51544	Child Development Fund	1,302.63	0.00	1,302.63	92*0288420	92*0288422
51550	Child Development Fund	3,795.25	0.00	3,795.25	92*0288438	92*0288439
Total Fund 33 Child Development Fund		<u>250,642.18</u>	<u>0.00</u>	<u>250,642.18</u>		

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Checks Written for Period 06/15/11 thru 07/15/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51257	Capital Outlay Projects Fund	29,994.00	0.00	29,994.00	92*0286141	92*0286142
51290	Capital Outlay Projects Fund	18,725.00	0.00	18,725.00	92*0286293	92*0286294
51352	Capital Outlay Projects Fund	20,847.50	0.00	20,847.50	92*0286643	92*0286644
51432	Capital Outlay Projects Fund	17,355.16	0.00	17,355.16	92*0287536	92*0287536
51472	Capital Outlay Projects Fund	4,152.10	0.00	4,152.10	92*0287727	92*0287729
51481	Capital Outlay Projects Fund	10,875.00	0.00	10,875.00	92*0287790	92*0287790
51524	Capital Outlay Projects Fund	67,105.00	0.00	67,105.00	92*0288093	92*0288096
51536	Capital Outlay Projects Fund	11,976.90	0.00	11,976.90	92*0288387	92*0288388
Total Fund 41 Capital Outlay Projects Fu		<u>181,030.66</u>	<u>0.00</u>	<u>181,030.66</u>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51256	Bond Fund, Measure E	63,118.65	0.00	63,118.65	92*0286137	92*0286140
51274	Bond Fund, Measure E	232,650.00	0.00	232,650.00	92*0286240	92*0286243
51275	Bond Fund, Measure E	43,290.00	0.00	43,290.00	92*0286244	92*0286247
51276	Bond Fund, Measure E	243,292.99	0.00	243,292.99	92*0286248	92*0286249
51277	Bond Fund, Measure E	35,258.00	0.00	35,258.00	92*0286250	92*0286252
51287	Bond Fund, Measure E	241,793.69	0.00	241,793.69	92*0286286	92*0286287
51288	Bond Fund, Measure E	81,425.41	0.00	81,425.41	92*0286288	92*0286291
51289	Bond Fund, Measure E	13,216.40	0.00	13,216.40	92*0286292	92*0286292
51312	Bond Fund, Measure E	112,530.30	0.00	112,530.30	92*0286424	92*0286428
51347	Bond Fund, Measure E	14,157.45	0.00	14,157.45	92*0286628	92*0286634
51348	Bond Fund, Measure E	53,117.00	0.00	53,117.00	92*0286635	92*0286636
51349	Bond Fund, Measure E	53,595.00	0.00	53,595.00	92*0286637	92*0286638
51350	Bond Fund, Measure E	74,155.47	0.00	74,155.47	92*0286639	92*0286639
51351	Bond Fund, Measure E	70,333.15	0.00	70,333.15	92*0286640	92*0286642
51421	Bond Fund, Measure E	47,434.28	0.00	47,434.28	92*0287500	92*0287502
51444	Bond Fund, Measure E	4,743.00	0.00	4,743.00	92*0287588	92*0287591
51445	Bond Fund, Measure E	66,482.24	0.00	66,482.24	92*0287592	92*0287592
51459	Bond Fund, Measure E	56,024.75	0.00	56,024.75	92*0287670	92*0287674
51460	Bond Fund, Measure E	2,937.85	0.00	2,937.85	92*0287675	92*0287676
51470	Bond Fund, Measure E	182,700.90	0.00	182,700.90	92*0287723	92*0287723
51471	Bond Fund, Measure E	12,172.65	0.00	12,172.65	92*0287724	92*0287726
51508	Bond Fund, Measure E	18,261.41	0.00	18,261.41	92*0287885	92*0287887
51521	Bond Fund, Measure E	8,390.46	0.00	8,390.46	92*0288085	92*0288086
51522	Bond Fund, Measure E	14,427.62	0.00	14,427.62	92*0288087	92*0288090
51523	Bond Fund, Measure E	121,213.00	0.00	121,213.00	92*0288091	92*0288092
51535	Bond Fund, Measure E	130,797.49	0.00	130,797.49	92*0288384	92*0288386
51538	Bond Fund, Measure E	51,507.99	0.00	51,507.99	92*0288391	92*0288393

Total Fund 42 Bond Fund, Measure E**2,049,027.15****0.00****2,049,027.15**

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51461	Property and Liability Fund	12,068.02	0.00	12,068.02	92*0287677	92*0287678
51537	Property and Liability Fund	1,366.00	0.00	1,366.00	92*0288389	92*0288390
Total Fund 61 Property and Liability Fund		<u>13,434.02</u>	<u>0.00</u>	<u>13,434.02</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51446	Workers' Compensation Fund	519.00	0.00	519.00	92*0287593	92*0287593
Total Fund 62 Workers' Compensation Fu		<u>519.00</u>	<u>0.00</u>	<u>519.00</u>		

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51353	Student Financial Aid Fund	257.73	0.00	257.73	92*0286645	92*0286645
Total Fund 74 Student Financial Aid Fund		<u><u>257.73</u></u>	<u><u>0.00</u></u>	<u><u>257.73</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	5,880,107.51
Total Fund 12 General Fund Restricted	815,626.82
Total Fund 33 Child Development Fund	250,642.18
Total Fund 41 Capital Outlay Projects Fund	181,030.66
Total Fund 42 Bond Fund, Measure E	2,049,027.15
Total Fund 61 Property and Liability Fund	13,434.02
Total Fund 62 Workers' Compensation Fund	519.00
Total Fund 74 Student Financial Aid Fund	257.73
Grand Total:	<u><u>9,190,645.07</u></u>

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Contract Renewal-Chancellor's Office Tax Offset Program	
Action:	Request for Approval	

BACKGROUND

RSCCD has successfully utilized the Chancellor's Office Tax Offset Program (COTOP) since its inception in 1982 to collect delinquent student obligations to the District. It has helped to lower the District's National Direct Student Loan (NDSL)/Perkins Loan default rate. It also meets the Federal Government's due diligence requirement necessary for assignment of outstanding student loans with the Department of Education. COTOP is also used in the recovery of financial aid grant over awards, which become an institutional expense that needs to be paid back by the student to the district.

ANALYSIS

Renewal of the attached contract will authorize the Chancellor's Office and the State Controller to continue to collect any outstanding student financial aid obligations and debt, on behalf of the district, by offsetting the amount in default against any money the state may owe the student such as a state income tax refund or lottery winnings. There is no incurred cost to the district to participate in the COTOP program, the state deducts 25% of the amounts collected as an administrative fee before remitting the funds to the District.

RECOMMENDATION

It is recommended that the Board of Trustees approve the renewal of the COTOP contract with the Chancellor's Office as presented.

Fiscal Impact:	None	Board Date: July 25, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

THIS CONTRACT, made and entered into this first day of October, 2011, in the State of California, by and between the

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
and the
CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES
(hereinafter Chancellor) and the

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(hereinafter District) do agree that:

I.

Performance of this contract shall be pursuant to Government Code Sections 12419.2, 12419.5, 12419.7, 12419.9, 12419.10. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

II.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions or revisions to the unpaid account balance to the Chancellor at any time and as often as needed.

Districts must enter their initial COTOP debtor data to the Chancellor's Office Tax Offset Program web-based system no later than November 25, 2011. Districts may make modifications to accounts (adds/changes/deletes) until November 30, 2011. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

IV.

The District will:

1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications of the amount or deletions of any record found to be submitted in error, as necessary, as a result of the review as required by Appendix C, which is incorporated into and made a part of this contract.
3. Submit for collection through the COTOP program only the following types of debtor obligations:
 - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
 - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
 - C. other financial aid obligations.
 - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines (incurred within 3 years of date submitted for collection only); residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

4. For those student financial aid and non-financial aid obligations in default, send at least one written notice to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The written notice must be sent at least 30 days prior to Franchise Tax Board receiving the offset request. The district must retain copies of the notifications in the district/college file.
5. Do not submit names of any debtors who are:
 - A. not in default;
 - B. in litigation/bankruptcy.
6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

V.

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

VI.

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

VII.

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

VIII.

Time is of the essence of this agreement.

IX.

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X.

The term of this contract shall be from October 1, 2011 through December 20, 2012, which as defined by the Franchise Tax Board, is the end of the 2012 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CALIFORNIA COMMUNITY COLLEGES

By _____
Steve Bruckman _____ Date
Executive Vice Chancellor

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Name of District)

By _____
(Authorized Signature) _____ Date

PETER J. HARDASH
(Printed Name of Signature)

VICE CHANCELLOR, BUSINESS OPERATIONS/FISCAL SER.
(Title)

2323 N. BROADWAY
(Address)

SANTA ANA, CA 92706

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Five Year Construction Plan (2013-2017)	
Action:	Request for Approval	

BACKGROUND

In compliance with the California Community College Chancellor's Office Facilities Planning Manual, community college districts are required to submit on July 1st of each year all major capital projects (in excess of \$400,000) that they intend to construct over the next five (5) year period. All potential projects are to be included, regardless of funding source (i.e. state funding, special grants, district resources, local bonds, etc.). This year, the Chancellor's Office has extended the submission deadline of the Five Year Construction Plan and IPP's/FPP's to August 1, 2011.

Each year the District has an opportunity to update its Five Year Construction Plan.

ANALYSIS

The District is resubmitting projects for State funding in its Five Year Construction Plan. A detailed list is attached showing the project location, estimated date of completion (occupancy) and potential source of funding.

In addition, the District is resubmitting a Final Project Proposal (FPP) for the state funding consideration of Russell Hall (Priority #10) at Santa Ana College. The District is also resubmitting a Final Project Proposal for state funding of the Student Services Center (Priority #11) at Santiago Canyon College.

For state funding consideration in 2014-15, the District is submitting Initial Project Proposals (IPP's) for the Fine and Performing Arts Complex Replacement at Santa Ana College and the Renovation of Building D at Santiago Canyon College.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Five Year Construction Plan (2013-17) as presented.

Fiscal Impact:	Varies with each project	Board Date: July 25, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

[[Add Project](#)] [[View/Edit Project](#)][Save Priority Arrangement](#)

Priority	Project Title	Campus	Cat.	Occupy Date	Status	I	31	32	33	Funded	Att Cnt		
											I	F	C
<input type="checkbox"/>	1 MAINTENANCE & OPERATIONS BUILDING	Santa Ana College	D2	2010/2011	Locally Funded/Future Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	2 MAINTENANCE & OPERATIONS BUILDING	Santiago Canyon College	D2	2010/2011	Locally Funded/Future Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	3 CHILD DEVELOPMENT CENTER	Santa Ana College	D1	2010/2011	Locally Funded/Future Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	4 CENTENNIAL EDUC. CTR. RENOVATION	Santa Ana College	C	2010/2011	Locally Funded/Future Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	5 RENOVATION OF ATHLETIC FIELDS	Santa Ana College	D1	2010/2011	Locally Funded/Future Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	6 HUMANITIES BUILDING	Santiago Canyon College	B	2012/2013	Locally Funded/Future Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	7 GYMNASIUM & PHYSICAL EDUCATION FACILITY	Santiago Canyon College	D1	2012/2013	Locally Funded/Future Project	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	8 SCIENCE BUILDING	Santa Ana College	B	2016/2017	FPP-Approved	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			1
<input type="checkbox"/>	9 Fine and Performing Arts Center	Santiago Canyon College	D1	2016/2017	FPP-Approved	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			2
<input type="checkbox"/>	10 RUSSELL HALL REPLACEMENT	Santa Ana College	C	2016/2017	FPP-Preparing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			2
<input type="checkbox"/>	11 STUDENT SERVICES BUILDING	Santiago Canyon College	E	2016/2017	FPP-Preparing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			7
<input type="checkbox"/>	12 FINE AND PERFORMING ARTS COMPLEX REPLACEMENT	Santa Ana College	C	2017/2018	IPP-Preparing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	13 Building D Renovation	Santiago Canyon College	C	2017/2018	IPP-Preparing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	14 PARKING STRUCTURE	Santa Ana College	D2	2011/2012	Locally Funded/Future Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	15 PHYSICAL EDUCATION-SEISMIC REPL./EXPAN.	Santa Ana College	D1	2006/2007	FPP-Approved	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			5
<input type="checkbox"/>	16 Science Building	Santiago Canyon College	B	2009/2010	FPP-Approved	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			4
<input type="checkbox"/>	BUILDING A & B COMPLEX RENOVATION	Santiago Canyon College	C	2015/2016	Excluded	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	HAMMOND & TECHNICAL BLDGS REPLACEMENT	Santa Ana College	C	2016/2017	Excluded	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

2013-17 FIVE YEAR CONSTRUCTION PLAN
(2013-14 FIRST FUNDING YEAR)

Rancho Santiago CCD

Prepared in reference to the Community College Construction Act of 1980
and
approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed _____
Raúl Rodríguez, Ph.D.
(Chief Executive Officer)

Title _____ Chancellor

Date _____ 7/12/2011

Contact Person Robb Gumbert

Telephone (714) 480-7510

Date Received at
Chancellor's Office

Chancellor's Office
reviewed by

Notice of Approval

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Additional Architectural Services Related to Miscellaneous Repairs & ADA Upgrades to the Gymnasium at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On June 21 2010, the Board extended a contract with the IBI Group to design and engineer G-Building modifications that included the redesign of the building frontage, redesign exterior stairs, and implement new exterior lighting and landscaping design. In order to incorporate the IBI design with the newly created Westburg and White Master Plan scheme a review by both Architects took place. Elements were changed in the IBI plans requiring additional schematic design revisions, scope revisions, supplementary meetings and scope revisions.

ANALYSIS:

Additional professional services requiring a master architect have made significant changes to the original scope of work. In order to complete miscellaneous repairs, ADA upgrades and conform to the new "Master Plan" design for the campus and to the gymnasium addition services were necessary. The list of additional fees and services is attached along with the estimated costs.

The additional costs for the attached design changes are \$17,172.98 plus 10% for estimated reimbursables in the amount of \$1,717.30. The architectural services are based on 12% of the estimated construction cost (\$293,649.00) the revised contract amount is \$57,651.94.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional services for the IBI Group in the amount of \$18,890.28 as presented.

Fiscal Impact:	\$17,172.98 plus reimbursables estimated at \$1,717.30	Board Date: July 25, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	



June 24, 2011

Mr. Darryl Odum, Facility Planning
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706

Dear Mr. Odum:

**Revision to Agreement for Architectural Services for Gymnasium
Remodel – Santa Ana College**

Per the recent discussions, please see the following breakdown as to the reasons for the revision of the original agreement:

- The original budget has grown significantly from \$215,649 to \$293,649.
- The complexity of this project has increased dramatically, therefore we request modifying the basis of percentage of compensation from 10% to 12%.
- A master architect was added during the course of the project which required an additional meeting and we foresee at least another meeting which was not included in the original scope.
- Requests from the master architect have affected our approved scope which requires modifications to the already completed set of drawings. The comments will be addressed after receiving the drawings back from DSA.

As described below and per the attached modification of our typical agreement the above referenced agreement shall be as revised follows:

ARTICLE VIII – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the Architect as follows:

- 1) For Architect services compensation shall be computed as follows:
 - a. Twelve Percent (12%) of final and actual construction cost (current estimate is \$293,649 per attachment) shall be \$35,237.88
 - b. Reimbursables estimated at approximately 10% of architectural fee (\$3,523.78)
 - c. Modifications to the original contract, including making modifications requested by the master architect, required two additional meetings etc. not covered under the original scope of work (\$1,500)
 - d. Modifications to the original contract required modifications to the drawing package (\$2,000)

Where construction is based on a percentage of construction cost or stipulated sum, progress payments for ARCHITECT services in each phase shall total the following percentages of the total compensation payable:

Schematic Design Phase:	<u>Fifteen</u>	Percent	<u>(15%)</u>	<u>\$5,285.68</u>
Design Development Phase:	<u>Twenty</u>	Percent	<u>(20%)</u>	<u>\$7,047.57</u>
Construction Documents Phase:	<u>Forty-Five</u>	Percent	<u>(45%)</u>	<u>\$15,857.05</u>
A) Additional Meetings:			<u>(lump)</u>	<u>\$1,500.00</u>
B) Scope Revisions:			<u>(lump)</u>	<u>\$2,000.00</u>
Total Construction Documents Phase:				<u>\$19,357.05</u>
Bidding Phase:	<u>Three</u>	Percent	<u>(3%)</u>	<u>\$1057.14</u>
Construction Phase:	<u>Seventeen</u>	Percent	<u>(17%)</u>	<u>\$5990.44</u>
Total Compensation:	<u>One-Hundred</u>	Percent	<u>(100%)</u>	<u>\$38,737.88</u>

Per the above breakdown we would like to request an additional \$17,172.98 in compensation for this project. Please review and let us know what you think.

Very truly yours,

IBI GROUP

Kevin S. Fleming, AIA
Associate, IBI Group

David Chow
Director, IBI Group



IBI Group
18401 Von Karman Avenue--Suite 110
Irvine CA 92612 USA
tel 949 833 5588
fax 949 833 5511

Initial Estimate Attachment

Project: SAC Building G – Miscellaneous Upgrades

Exterior Work

a. North

a. Remove and replace front entry stairs (settled and trip hazards)	\$70,000
b. Install drain swale at southwest corner of Restroom Addition	\$4,000
c. Replace front entry sliding door (Stanley slider to ADA push button)	\$10,000
d. Replace 4 aluminum entry doors	\$20,000
e. Remove and replace existing non complying exit door G134B (NE classroom door) as well as remove existing exterior walk as it has excessive cracking and is in disrepair	\$5,000
f. Replace (1) existing lights to match new	\$500
g. Provide (6) entry lights between new entry doors	\$5,000
h. Provide (2) light standards	\$4,500
i. Provide (8) step lights at raised planters	\$3,000
j. Provide step lights at stairs	\$5,000
k. Remove one (1) eucalyptus tree	\$1,000
l. Paint Façade	\$7,500
m. Remove six steel windows and replace with aluminum windows (one operable, one teller type)	\$4,000
n. Remove wood windows above the entry doors and replace with aluminum windows	\$15,000
o. Provide entry walk-off mat (5)	\$5,000
	\$158,500

b. East

a. Replace door G121B completely	\$2,500
b. Replace concrete work outside of door G124A and G121B	\$4,000
c. Replace existing lights to match new (2)	\$1,000
d. Paint Façade	\$7,500
e. Paint and re-caulk gutter joints and downspouts	\$3,333
	\$18,333

c. South

a.	Light sandblast and epoxy paint façade	\$20,000
b.	Replace existing lights to match new (6)	\$3,000
c.	Paint and re-caulk gutter joints and downspouts	\$3,333
d.	Provide cover for gas and water lines	\$1,000
		\$27,333
d.	West	
a.	Paint Façade	\$7,500
b.	Replace existing light to match new	\$500
c.	Paint and re-caulk gutter joints and downspouts	\$3,333
		\$11,333
e.	Building WP	
a.	Sandblast and provide anti graffiti coating on all walls	\$5,000
f.	Exit along 17 th street	
a.	Remove a few courses of block and provide cap	\$3,000
	Exterior Total	\$223,499

Interior Work

a.	Doors G131A and B: replace completely and patch floor	\$10,000
b.	Door G112A (concession): replace hinges	\$400
c.	Doors G203A (storage/electrical), G205A&B: replace non-conforming hardware and rework door	\$1,500
d.	Doors G110A&B (storage): Replace existing small doors with one a single hollow metal door and infill remaining space	\$2,500
e.	Door G134A (northeast exit stair): Add closer to door	\$750
f.	Doors G121A and G121B: replace non compliant ADA hardware with new compliant hardware	\$1,000
g.	Door G123A: Replace non-compliant door with new compliant door that complies with functional need	\$5,000
h.	Remove/Rework Southwest stair threshold	\$2,000
i.	Provide Carpet and Base for rooms G118 and G121	\$7,000

j. Remove cabinetry/refinish G122	\$2,000
k. G107-C to be removed and replaced	\$3,000
Interior Total	\$35,150
Miscellaneous ADA survey compliance	\$20,000
Miscellaneous demolition	\$15,000
Total Proposed Estimate	\$293,649

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #2, Bid #1172 – Demolition of the Church/Child Development Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On April 11, 2011, the Board awarded a contract to Miller Environmental, Inc. for Bid #1172, demolition of the Church/Child Development Center at Santa Ana College.

ANALYSIS:

During the course of the demolition certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2.

Change Order #2 decreases the contract by \$8,528.00. The revised contract amount is \$240,282.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 2.8% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1172 for Miller Environmental, Inc., demolition of the Church/Child Development Center at Santa Ana College as presented.

Fiscal Impact:	-\$8,528.00	Board Date: July 25, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	CDC Demolition	Bid No. 1172	P.O. # 11-18825
		D.S.A. No.	N/A
Contractor:	Miller Environmental	Change Order No.	2
Architect:	LTI Engineering	Date:	July 5, 2011

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$242,000.00
Previous Change Orders	\$6,810.00	
This Change Order	-\$8,528.00	
Total Change Orders		-\$1,718.00
Revised Contract Amount		\$240,282.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		June 15, 2011
Revised Contract Completion Date		June 15, 2011
RSCCD Board Approval Date		July 25, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Bernards	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum		
Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services		Date

CHANGE ORDER

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

Project: CDC Demolition

Bid No. 1172

P.O. # 11-18825

D.S.A. No. N/A

Contractor: Miller Environmental

Change Order No. 2

Architect: LTI Engineering

Date: July 5, 2011

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Relocate temporary fencing and gates</p> <p><u>REASON:</u> Relocate fencing in preparation of the fall semester to accommodate student parking</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$4,600.00
2.0	<p><u>DESCRIPTION:</u> Install rock base</p> <p><u>REASON:</u> Furnish and install rock base in basement excavation as directed by soils engineer. Lower excavation is wet and unstable</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,872.00
3.0	<p><u>DESCRIPTION:</u> Credit balance of allowance monies</p> <p><u>REASON:</u> Allowance credit</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$15,000.00	
Sub-Total		\$15,000.00	\$6,472.00
Total			-\$8,528.00

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

To:	Board of Trustees	Date:	July 25, 2011
Re:	Approval of Notice of Completion, Bid #1169 – Sewer and Gas Line Repairs at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

On November 15, 2010, the District approved a contract with Atlas-Allied, Inc. to complete the sewer and gas line repairs at Santa Ana College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on April 30, 2011 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 \$388,267.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the sewer and gas line repairs at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date:	July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Dr. Raúl Rodríguez, Chancellor		

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

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 West Seventeenth Street, Santa Ana, California 92706, caused improvements to be made to the property to wit: Bid No. 1169/Sewer and Gas Line Repair, the contract for the doing of which was heretofore entered into on the 15th day of November, 2010, which contract was made with Atlas-Allied, Inc., Inc./11-BPO000252, as contractor; that said improvements were completed on the 30th day of April, 2011, and accepted by formal action of the governing Board of said District on the 25th day of July, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is First National Insurance Company of America.

Rancho Santiago Community College District of Orange County,
California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

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

Executed at _____ California, on

_____, 20____.

Signature _____
(include name of corporation, partnership, etc., if any)

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Adoption of Resolution No. 11-24– Electricity for the Chapman Avenue Entry Road and Learning Resource Center Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Dynalectric for Bid #1139, electricity for the Athletics and Aquatics Complex at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this contract were required in order to complete the project. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 11-24 as well as Exhibit A.

Resolution 11-24 and Change Order #2 as outlined, increases the contract by \$11,142.22. The cause of the contract's increase above the 10% cap was for re-routing electrical conduits for power distribution and to re-paint light fixtures to match existing light fixtures on campus.

The revised contract amount is \$31,142.22. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 55.7% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 11-24, Dynalectric for Bid #1139, electricity for the Athletics and Aquatics Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$11,142.22	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

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

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO DYNALECTRIC
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE CHAPMAN AVENUE ENTRY ROAD AND LEARNING
RESOURCE CENTER PARKING LOT**

RESOLUTION NO. _____ 11-24 _____

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Chapman Avenue Entry Road and Learning Resource Center Parking Lot at Santiago Canyon College, (“Project”) to Dynalectric (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including providing additional toggle switches for emergency lights, updating room numbers for both fire alarm and communications systems at each classroom and cleanout debris inside conduits installed by Mepco and as more fully set forth in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$11,142.22 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 25th day of July, 2011, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, 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, _____, 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 25th day of July, 2011, 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 _____ day of _____, 20__.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE CHAPMAN AVENUE ENTRY ROAD
AND LRC PARKING LOT***

Exhibit A

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	Chapman Avenue Entry Road and LRC Parking Project	Bid No.	1139 P.O. # 10-BP000228
		D.S.A. No.	04-110582
Contractor:	Dynalectric	Change Order No.	1
Architect:	LPA Architects	Date:	7/5/11

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$20,000.00
Previous Change Orders	\$0.00	
This Change Order	\$11,142.22	
Total Change Orders		\$11,142.22
Revised Contract Amount		\$31,142.22
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 9, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		July 25, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum	Authorized Signature	Date
Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash	Authorized Signature	Date
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

Exhibit A

<h1 style="margin: 0;">CHANGE ORDER</h1>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Chapman Avenue Entry Road and LRC Parking Project		Bid No. 1139	P.O. # 10-BP000228
Contractor: Dynalectric		D.S.A. No. 04-110582	
Architect: LPA Architects		Change Order No. 1	
Date: 7/5/11			
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Re-route of electrical conduits for power distribution <u>REASON:</u> Power for new light poles being installed at chapman avenue road entry project (Unforeseen Condition) <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$3,430.28
2.0	<u>DESCRIPTION:</u> Re-paint (14) S1 light fixtures for the chapman avenue road entry project <u>REASON:</u> Match existing S1 light fixtures color on campus <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$7,711.94
Sub-Total		\$0.00	\$11,142.22
Total			\$11,142.22

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Awarding Bid #1181– Signalization Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, Bid #1181 for the signalization project at Santiago Canyon College was appropriately advertised and plans/specifications made available to prospective bidders.

ANALYSIS:

Bids were opened on Friday, June 30, 2011 for the signalization project as noted on the attached Bid Results Form. The lowest responsive bidder was Dynalectric with a bid of \$772,306.00. The scope of work includes two new entrances into the College with signalization at each location. There will be a new entry at Santiago Canyon Road and Chapman Avenue. Also included will be demolition, landscaping and street improvements at both locations.

District staff has provided a “due diligence” review of the lowest responsive bidder, Dynalectric, and a verification has been made for the appropriate license, complied with necessary bid bond requirements, and has no record of labor complaints.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1181 for the signalization project at Santiago Canyon College to Dynalectric as presented.

Fiscal Impact:	\$772,306.00	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	



RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

2323 North Broadway
Santa Ana, CA 92706-1640

FACILITY PLANNING

BID RESULTS

1181 PROJECT: Santiago Canyon College-Signalization Project						DUE DATE: June 30, 2011 @ 2 p.m.	
BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT		
Dynalectric 4462 Corporate Center Dr. Los Alamitos, CA 90720	\$772,306.00						
Minako America Corporation dba Minco Construction 522 E. Airline Way Gardena, CA 90248	\$777,000.00						
Steiny and Company, Inc. 12907 E. Garvey Avenue Baldwin Park, CA 91706	\$878,220.00						
Terra Pave, Inc. 12115 Rivera Road Whittier, CA 90606	\$977,000.00						
Calif Professional Engr., Inc. 929 Otterbein Ave., Unit E LaPuenta, CA 91749	\$1,028,383.00						

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Additional Geotechnical Consulting Services – Orange Education Center	
Action:	Request for Approval	

BACKGROUND:

On November 15, 2010, the Board of Trustees approved an agreement with Ninyo & Moore to provide geotechnical consultant services for the seismic retrofit project at Orange Education Center (OEC).

ANALYSIS:

As noted in the attached proposal dated July 12, 2011, the original scope of work Ninyo & Moore proposed drilling two borings to depths of 50 feet for Cone Penetration Testing (CPT). At depths ranging from eight to twenty-two feet, at those depths, however they were stopped by beds of alluvium. As this is a seismic retrofit project, it is important that they drill to depths of 100 feet. Ninyo & Moore are requesting an additional \$4,900.00 to remobilize and drill the new borings to complete the necessary testing. Their original contract amount was \$17,384.00; therefore, the revised contract amount for this project is \$22,284.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the additional fees for Ninyo & Moore, geotechnical observation and testing services for the Orange Education Center as presented.

Fiscal Impact:	\$4,900.00	Board Date: July 25, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

July 12, 2011
Project No. 206144013

Mr. Alex Oviedo
Rancho Santiago Community College District
2323 North Broadway, Suite 112
Santa Ana, California 92706-1640

Subject: Additional Budget
Orange Education Center Seismic Rehabilitation
Santiago Canyon College
1465 North Batavia Street
Orange, California

References: Ninyo & Moore, 2010, Proposal for Geotechnical Consulting Services, Seismic Rehabilitation of Orange Education Center, Santiago Canyon College, 1465 North Batavia Street, Orange, California, Proposal No. P-14639B, dated October 25.

Ninyo & Moore, 2011, Geotechnical Evaluation, Orange Education Center Seismic Rehabilitation, Santiago Canyon College, 1465 North Batavia Street, Orange, California, dated May 6.

Dear Mr. Oviedo:

In accordance with your request and authorization, we performed a geotechnical evaluation for the seismic rehabilitation of the Orange Education Center located at 1465 North Batavia Street in Orange, California. Our findings, conclusions, and recommendations were provided in the referenced report. As requested, we have prepared this letter to request additional budget for our field service expenses. This request was made in previous e-mail correspondence.

Per our referenced proposal, our subsurface evaluation was to include the drilling of two borings to depths of approximately 50 feet and two cone penetrometer tests (CPTs) to depths of approximately 100 feet. We were able to complete the borings as proposed, but hit refusal with the CPTs at depths ranging from approximately 8 to 22 feet. The CPT refusal was on beds of gravelly/cobbly alluvium. We attempted to move the locations of the CPTs, but still encountered refusal. Since this is a seismic retrofit project, it was important that we obtained data to depths of approximately 100 feet (30 meters) to perform our analyses. Therefore, we remobilized to the site and drilled the proposed CPT locations using a drill rig to depths of approximately 100 feet.

To remobilize to the site and drill the CPT locations to 100 feet using the drill rig, we incurred additional costs, including drill rig time, a geologist's time to log the holes, and additional laboratory testing. Accordingly, we respectfully request an amendment to our budget for an additional \$4,900 (four thousand nine hundred dollars) to cover the extra costs.

Sincerely,
NINYO & MOORE



Greg M. Corson, PG, CEG
Senior Project Geologist

GMC/LTJ/mlc

Distribution: (1) Addressee (via e-mail)

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #2, Bid #1137 – Masonry for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Industrial Masonry, Inc. for Bid #1137, masonry for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2. These costs are incurred due to the termination of the District's contact with Tidwell Concrete Construction, Inc. and will be reimbursed by Tidwell's surety company.

Change Order #2 increases the contract by \$92,007.00. The revised contract amount is \$1,827,463.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 5.3% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1137 for Industrial Masonry, Inc., masonry for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$92,007.00	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
Project: Santiago Canyon College Humanities Building	Bid No. 1137	P.O. # 10-P0014610	
	D.S.A. No. 04-110212		
Contractor: Industrial Masonry Inc	Change Order No. 2		
Architect: LPA Inc	Date: 7/6/11		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,734,200.00
Previous Change Orders	\$1,256.00	
This Change Order	\$92,007.00	
Total Change Orders		\$93,263.00
Revised Contract Amount		\$1,827,463.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		January 19, 2011
Revised Contract Completion Date		January 19, 2011
RSCCD Board Approval Date		July 25, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville CS	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum		Date
Director - District Construction and Support Services		
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		Date
Vice Chancellor, Business Operations/Fiscal Services		

CHANGE ORDER

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

Project: *Santiago Canyon College Humanities Building*

Bid No. 1137

P.O. # 10-P0014610

D.S.A. No. 04-110212

Contractor: *Industrial Masonry Inc*

Change Order No. 2

Architect: *LPA Inc*

Date: 7/6/11

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u></p> <p>Provided the concrete walls (elevator pit) at elevator #01 as originally included in Tidwell's contract</p> <p><u>REASON:</u></p> <p>Due to the termination of Tidwell Concrete's contract, IMI was requested to perform this work to minimize schedule delays. This cost will be reimbursable by Tidwell's surety company.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$3,871.00
2.0	<p><u>DESCRIPTION:</u></p> <p>Provide protection of slab on grade from rain.</p> <p><u>REASON:</u></p> <p>Due to the termination of Tidwell Concrete's contract, IMI was requested to perform this work to minimize schedule delays. This cost will be reimbursable by Tidwell's surety company.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$1,348.00
3.0	<p><u>DESCRIPTION:</u></p> <p>Provided the de-watering and cleaning of the footings at the columns as originally included in Tidwell's contract</p> <p><u>REASON:</u></p> <p>Due to the termination of Tidwell Concrete's contract, IMI was requested to perform this work to minimize schedule delays. This cost will be reimbursable by Tidwell's surety company.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$4,661.00

CHANGE ORDER

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

Project: *Santiago Canyon College Humanities Building*

Bid No. 1137

P.O. # 10-P0014610

D.S.A. No. 04-110212

Contractor: *Industrial Masonry Inc*

Change Order No. 2

Architect: *LPA Inc*

Date: 7/6/11

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
4.0	<p><u>DESCRIPTION:</u> Provided the slab on grade on the northern portion of the building slab which allowed other trades to continue working in that area. This work was originally included in Tidwell's contract.</p> <p><u>REASON:</u> Due to the termination of Tidwell Concrete's contract, IMI was requested to perform this work to minimize schedule delays. This cost will be reimbursable by Tidwell's surety company.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$79,509.00
5.0	<p><u>DESCRIPTION:</u> Provided the removal of the concrete formwork and the de-watering of the slab foundation as originally included in Tidwell's contract.</p> <p><u>REASON:</u> Due to the termination of Tidwell Concrete's contract, IMI was requested to perform this work to minimize schedule delays. This cost will be reimbursable by Tidwell's surety company.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$2,618.00
Sub-Total		\$0.00	\$92,007.00
Total			\$92,007.00

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #1, Bid #1138 – Structural Steel for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Blazing Industrial Steel, Inc. for Bid #1138, structural steel for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$1,600.00. The revised contract amount is \$3,307,600.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 0.5% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1138 for Blazing Industrial Steel, Inc., structural steel for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$1,600.00	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1138	P.O. #	10-P0014485
	D.S.A. No. 04-110212		
Contractor: Blazing Industrial Steel Inc	Change Order No. 1		
Architect: LPA Inc	Date: 7/6/11		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$3,306,000.00
Previous Change Orders	\$0.00	
This Change Order	\$1,600.00	
Total Change Orders		\$1,600.00
Revised Contract Amount		\$3,307,600.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		April 18, 2011
Revised Contract Completion Date		April 18, 2011
RSCCD Board Approval Date		July 25, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville CS	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum		
Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services		Date

CHANGE ORDER

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

Project: *Santiago Canyon College Humanities Building*

Bid No. 1138

P.O. # 10-P0014485

D.S.A. No. 04-110212

Contractor: *Blazing Industrial Steel Inc*

Change Order No. 1

Architect: *LPA Inc*

Date: 7/6/11

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u></p> <p>RFI H-237 revised the detail for the attachment of the aluminum panels to the tube steel which requires additional welding. Blazing Steel's original submitted request for \$3,198 has been reduced to \$1,600.</p> <p><u>REASON:</u></p> <p>The original detail was not constructable as shown.</p> <p><u>REQUESTOR:</u> LPA</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$1,600.00
Sub-Total		\$0.00	\$1,600.00
Total			\$1,600.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #5, Bid #1139 – Electricity for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Dynalectric, Inc., for Bid #1139, electricity for the Athletic/Aquatic Complex.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #5.

Change Order #5 increases the contract by \$22,979.71. The revised contract amount is \$1,246,096.80. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 1.9% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #5, Bid #1139 for Dynalectric, Inc., electricity for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$22,979.71	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No.	1139	P.O. # 10-BP000226
	D.S.A. No.	04-109232	
Contractor: Dynalectric	Change Order No.	5	
Architect: The Austin Company	Date:	7/5/11	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,200,000.00
Previous Change Orders	\$23,117.09	
This Change Order	\$22,979.71	
Total Change Orders		\$46,096.80
Revised Contract Amount		\$1,246,096.80
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 25, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		July 25, 2011

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville Construction Services	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services	_____ Authorized Signature	_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	_____ Authorized Signature	_____ Date

CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1139

P.O. # 10-BP000226

D.S.A. No. 04-109232

Contractor: Dynalectric

Change Order No. 5

Architect: The Austin Company

Date: 7/5/11

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide additional conduit, wire and boxes for additional scoreboards shown per construction change directive 16 (Original price submitted \$27,010.64)</p> <p><u>REASON:</u> Requested by the college</p> <p><u>REQUESTOR:</u> College/District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$22,979.71
Sub-Total		\$0.00	\$22,979.71
Total			\$22,979.71

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #1, Bid #1139 – Electricity for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

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

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1. These costs are incurred due to the termination of the District's contact with Tidwell Concrete Construction, Inc. and will be reimbursed by Tidwell's surety company.

Change Order #1 increases the contract by \$9,410.00. The revised contract amount is \$3,627,310.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 0.26% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1139 for Dynalectric, electricity for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$9,410.00	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
Project: Santiago Canyon College Humanities Building	Bid No. 1139	P.O. # 10-BP000225	
	D.S.A. No. 04-110212		
Contractor: Dynalectric	Change Order No. 1		
Architect: LPA Inc	Date: 7/6/11		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$3,617,900.00
Previous Change Orders	\$0.00	
This Change Order	\$9,410.00	
Total Change Orders		\$9,410.00
Revised Contract Amount		\$3,627,310.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 24, 2011
Revised Contract Completion Date		September 24, 2011
RSCCD Board Approval Date		July 25, 2011

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville CS	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services		_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		_____ Date

CHANGE ORDER

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

Project: *Santiago Canyon College Humanities Building*

Bid No. *1139*

P.O. # *10-BP000225*

D.S.A. No. *04-110212*

Contractor: *Dynalectric*

Change Order No. *1*

Architect: *LPA Inc*

Date: *7/6/11*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u></p> <p>Delete two (2) projectors in auditorium from contract.</p> <p><u>REASON:</u></p> <p>Projectors will be furnished by District</p> <p><u>REQUESTOR:</u> District / College</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$4,256.00	\$0.00
2.0	<p><u>DESCRIPTION:</u></p> <p>Provided the removal of rain water from the Humanities Building pad as originally included in the concrete contract (Tidwell).</p> <p><u>REASON:</u></p> <p>Due to the termination of Tidwell Concrete's contract, Dynalectric was requested to perform this work to minimize schedule delays. This cost will be reimbursable by Tidwell's surety company.</p> <p><u>REQUESTOR:</u> District / College</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$2,211.00
3.0	<p><u>DESCRIPTION:</u></p> <p>Providing extension rings to elevate the lids of the existing electrical pull boxes.</p> <p><u>REASON:</u></p> <p>Existing electrical pull boxes are lower than the surrounding grade causing rain water to fill the boxes, thus requiring cleanout periodically.</p> <p><u>REQUESTOR:</u> District / College</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$7,589.00
4.0	<p><u>DESCRIPTION:</u></p> <p>CCD #007 requires the installation of additional receptacles and data for the distance learning camera.</p> <p><u>REASON:</u></p> <p>Requested by College for distance learning cameras.</p> <p><u>REQUESTOR:</u> District / College</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$3,866.00
Sub-Total		\$4,256.00	\$13,666.00
Total			\$9,410.00

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #3, Bid #1140 – Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Contracting, Inc. for Bid #1140, plumbing for the Athletic/Aquatic Complex.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #3.

Change Order #3 increases the contract by \$11,081.24. The revised contract amount is \$851,083.04. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 1.6% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #3, Bid #1140 for Interpipe Contracting, Inc., plumbing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$11,081.24	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No.	1140	P.O. # 10-P0014549
	D.S.A. No.	4-109232	
Contractor: Interpipe Contracting Inc	Change Order No.	3	
Architect: The Austin Company	Date:	7/5/11	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$735,190.00
Previous Change Orders	\$104,811.80	
This Change Order	\$11,081.24	
Total Change Orders		\$115,893.04
Revised Contract Amount		\$851,083.04
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		July 25, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum	Authorized Signature	Date
Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash	Authorized Signature	Date
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

CHANGE ORDER

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

Project: Aquatic & Athletic Center Project at Santiago Canyon College

Bid No. 1140

P.O. # 10-P0014549

D.S.A. No. 4-109232

Contractor: Interpipe Contracting Inc

Change Order No. 3

Architect: The Austin Company

Date: 7/5/11

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide filter fabric to cover 4" drain along retaining wall</p> <p><u>REASON:</u> Provide additional weather protection requested by the soils engineer</p> <p><u>REQUESTOR:</u> Ninyo & Moore</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$11,081.24
Sub-Total		\$0.00	\$11,081.24
Total			\$11,081.24

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #1, Bid #1140 – Plumbing for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Contracting, Inc. for Bid #1140, plumbing for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$42,069.00. The revised contract amount is \$797,129.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 5.6% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1140 for Interpipe Contracting, Inc., plumbing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$42,069.00	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building Bid No. 1140 P.O. # 10-P0014548 D.S.A. No. 04-110212		
Contractor: Interpipe		Change Order No. 1	
Architect: LPA Inc		Date: 7/6/11	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$755,060.00
Previous Change Orders	\$0.00	
This Change Order	\$42,069.00	
Total Change Orders		\$42,069.00
Revised Contract Amount		\$797,129.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 5, 2011
Revised Contract Completion Date		October 5, 2011
RSCCD Board Approval Date		July 25, 2011

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville CS	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services		_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		_____ Date

CHANGE ORDER

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

Project: *Santiago Canyon College Humanities Building*

Bid No. 1140

P.O. # 10-P0014548

D.S.A. No. 04-110212

Contractor: *Interpipe*

Change Order No. 1

Architect: *LPA Inc*

Date: 7/6/11

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u></p> <p>Re-routing of four (4) existing utility lines to relocate outside the building footprint. Interpipe's original submitted request was for \$50,320, and has been reduced to \$42,069.</p> <p><u>REASON:</u></p> <p>Unforeseen conditions. Existing as-builts were inaccurate and placed the existing utilities within the footprint of the building.</p> <p><u>REQUESTOR:</u> District / College</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$42,069.00
Sub-Total		\$0.00	\$42,069.00
Total			\$42,069.00

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #1, Bid #1143 – Glass/Glazing for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Glazcon Productions for Bid #1143, glass/glazing for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$24,262.00. The revised contract amount is \$1,212,962.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 2.0% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1143 for Glazcon Productions, glass/glazing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$24,262.00	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1143	P.O. #	10-P0014580
	D.S.A. No. 04-110212		
Contractor: Glazcon Productions	Change Order No. 1		
Architect: LPA Inc	Date: 7/6/11		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,188,700.00
Previous Change Orders	\$0.00	
This Change Order	\$24,262.00	
Total Change Orders		\$24,262.00
Revised Contract Amount		\$1,212,962.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		May 25, 2011
Revised Contract Completion Date		May 25, 2011
RSCCD Board Approval Date		July 25, 2011

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville CS	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum		
_____ Director - District Construction and Support Services		_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash		
_____ Vice Chancellor, Business Operations/Fiscal Services		_____ Date

CHANGE ORDER

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

Project:	<i>Santiago Canyon College Humanities Building</i>	Bid No.	<i>1143</i>	P.O. #	<i>10-P0014580</i>
Contractor:	<i>Glazcon Productions</i>	D.S.A. No.	<i>04-110212</i>		
Architect:	<i>LPA Inc</i>	Change Order No.	<i>1</i>		
		Date:	<i>7/6/11</i>		

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Change glazing manufacturer from Oldcastle to Viracon. Glazcon's original submitted request was for \$36,523, and has been reduced to \$24,135. <u>REASON:</u> To match the other existing structures on Campus. <u>REQUESTOR:</u> LPA / District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$24,135.00
2.0	<u>DESCRIPTION:</u> Per CCD #015, an additional interior hollow metal door has been included in the auditorium which includes clear tempered glass glazing. <u>REASON:</u> College requested access into the auditorium from the interior corridor. <u>REQUESTOR:</u> District / College <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$127.00
Sub-Total		\$0.00	\$24,262.00
Total			\$24,262.00

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #2, Bid #1144 – Roofing on the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Troyer Contracting Company for Bid #1144, roofing on the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2. Troyer Contracting Company initially submitted a request for \$38,611.00. The actual cost for this project is \$26,388.00, saving the District \$12,223.00.

Change Order #2 increases the contract by \$26,388.00 and adds an additional four (4) days to the project. The revised contract amount is \$1,111,080.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 2.2% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1144 for Troyer Contracting Company, roofing on the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$26,388.00	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1144	P.O. #	10-P0014762
	D.S.A. No. 04-110212		
Contractor: Troyer Contracting Company	Change Order No. 2		
Architect: LPA Inc	Date: 7/6/11		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,076,688.00
Previous Change Orders	\$8,004.00	
This Change Order	\$26,388.00	
Total Change Orders		\$34,392.00
Revised Contract Amount		\$1,111,080.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	4 calendar days	
Total Time Extensions		5 calendar days
Original Completion Date		March 23, 2011
Revised Contract Completion Date		April 1, 2011
RSCCD Board Approval Date		July 25, 2011

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville CS	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services		_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		_____ Date

CHANGE ORDER

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

Project: *Santiago Canyon College Humanities Building*

Bid No. *1144*

P.O. # *10-P0014762*

D.S.A. No. *04-110212*

Contractor: *Troyer Contracting Company*

Change Order No. *2*

Architect: *LPA Inc*

Date: *7/6/11*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u></p> <p>Per CCD #001R2, the wall panels at the bridge were modified with additional waterproofing, modifications to the expansion joint covers and sheet metal flashing. Troyer's original submitted request was for \$38,611, and has been reduced to \$26,388.</p> <p><u>REASON:</u></p> <p>District requested a redesign of the bridge to lower the overall cost of the project.</p> <p><u>REQUESTOR:</u> District / Value Engineering</p> <p><u>TIME EXTENSION:</u> ADDS 4 calendar days</p>	\$0.00	\$26,388.00
Sub-Total		\$0.00	\$26,388.00
Total			\$26,388.00

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #1, Bid #1146 – Framing and Elevators for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Inland Building Construction Co. for Bid #1146, framing and elevators for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1

Change Order #1 increases the contract by \$9,629.00. The revised contract amount is \$1,989,629.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 0.05% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1146 for Inland Building Construction Co., framing and elevators for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$9,629.00	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1146	P.O. #	10-BP000244
	D.S.A. No.	04-110212	
Contractor: Inland Building Construction Co	Change Order No. 1		
Architect: LPA Inc	Date: 7/6/11		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,980,000.00
Previous Change Orders	\$0.00	
This Change Order	\$9,629.00	
Total Change Orders		\$9,629.00
Revised Contract Amount		\$1,989,629.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 12, 2011
Revised Contract Completion Date		October 12, 2011
RSCCD Board Approval Date		July 25, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville CS	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum		
Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services		Date

CHANGE ORDER

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

Project: <i>Santiago Canyon College Humanities Building</i>		Bid No. <i>1146</i>	P.O. # <i>10-BP000244</i>
Contractor: <i>Inland Building Construction Co</i>		D.S.A. No. <i>04-110212</i>	
Architect: <i>LPA Inc</i>		Change Order No. <i>1</i>	
		Date: <i>7/6/11</i>	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> CCD #022 included added doors, framed walls, painting, and insulation. <u>REASON:</u> College requested modifications. <u>REQUESTOR:</u> District / College <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$26,299.00
2.0	<u>DESCRIPTION:</u> Per CCD #009, the painting of the exterior plaster has been deleted from the project. <u>REASON:</u> Plaster will have an integral color, per contract documents. <u>REQUESTOR:</u> District / College <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$8,325.00	\$0.00
3.0	<u>DESCRIPTION:</u> Per CCD #009, the anti-graffiti coating on the exterior walls has been deleted from the project. <u>REASON:</u> Anti-graffiti coating is not required on Building. <u>REQUESTOR:</u> District / College <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$10,578.00	\$0.00
4.0	<u>DESCRIPTION:</u> Per CCD #016, there are 11 additional hollow metal door frames to be installed within the framed walls. These additional doors and frames will also require field painting. <u>REASON:</u> College requested modifications. <u>REQUESTOR:</u> District / College <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$2,233.00
Sub-Total		\$18,903.00	\$28,532.00
Total			\$9,629.00

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #2, Bid #1147 – Interiors for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Inland Empire Architectural Specialties for Bid #1147, interiors for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2.

Change Order #2 increases the contract by \$11,796.00. The revised contract amount is \$1,198,506.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 1.0% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1147 for Inland Empire Architectural Specialties, interiors for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$11,796.00	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1147	P.O. #	10-P0014649
	D.S.A. No. 04-110212		
Contractor: Inland Empire Architectural Specialties	Change Order No. 2		
Architect: LPA Inc	Date: 7/6/11		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,186,000.00
Previous Change Orders	\$710.00	
This Change Order	\$11,796.00	
Total Change Orders		\$12,506.00
Revised Contract Amount		\$1,198,506.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		November 25, 2011
Revised Contract Completion Date		November 25, 2011
RSCCD Board Approval Date		July 25, 2011

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville CS	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services		_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		_____ Date

CHANGE ORDER

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

Project: *Santiago Canyon College Humanities Building*

Bid No. *1147*

P.O. # *10-P0014649*

D.S.A. No. *04-110212*

Contractor: *Inland Empire Architectural Specialties*

Change Order No. *2*

Architect: *LPA Inc*

Date: *7/6/11*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
2.0	<p><u>DESCRIPTION:</u> CCD #022 included added/revised doors and window openings, added/revised marker boards and tackboards and additional signage.</p> <p><u>REASON:</u> College requested the modifications.</p> <p><u>REQUESTOR:</u> District / College</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$11,796.00
Sub-Total		\$0.00	\$11,796.00
Total			\$11,796.00

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Change Order #2, Bid #1147 – Interiors for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Inland Empire Architectural Specialties, Inc., for Bid #1147, interiors for the Athletic/Aquatic Complex.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2.

Change Order #2 increases the contract by \$3,814.58. The revised contract amount is \$501,963.01. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 2.37% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1147 for IEAS, interiors for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$3,814.58	Board Date: July 25, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1147	P.O. #	10-P0014650
	D.S.A. No. 04-109232		
Contractor: Inland Empire Architectural Specialties Inc	Change Order No. 2		
Architect: The Austin Company	Date: 7/6/11		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$490,348.00
Previous Change Orders	\$7,800.43	
This Change Order	\$3,814.58	
Total Change Orders		\$11,615.01
Revised Contract Amount		\$501,963.01
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		November 25, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		July 25, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum	Authorized Signature	Date
Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash	Authorized Signature	Date
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College		Bid No. 1147	P.O. # 10-P0014650
		D.S.A. No. 04-109232	
Contractor: Inland Empire Architectural Specialties Inc		Change Order No. 2	
Architect: The Austin Company		Date: 7/6/11	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide four hollow metal door frames at door openings 111J, 111K, 111H & 111G (Original Price \$4,976.81)</p> <p><u>REASON:</u> Doors will not fit at CMU openings, due to conflict in the drawings</p> <p><u>REQUESTOR:</u> A/E</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,814.58
Sub-Total		\$0.00	\$3,814.58
Total			\$3,814.58

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Lease Agreement with iSkupe LLC	
Action:	Request for Approval	

BACKGROUND

RSCCD's Digital Media Center (DMC) operates a business incubator leasing offices to start-up digital media companies.

ANALYSIS

iSkupe is a video social media network working together with other social media network such as Facebook and Twitter. It has been designed to enhance the value of the social media experience. iSkupe is designed to enable any social media participant to quickly and easily point, shoot and share personal and meaningful audio and video moments, events or experiences such as birthdays, graduations, baby's first steps, first words, funny moments, wedding proposals, first dance, and more on an impromptu instant basis with their network of social media friends and family using existing and ever-present smart phones, tablets, PCs, or laptops.

Lease is for one year. Commencement date: July 1, 2011. Expiration date: June 30, 2012

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with iSkupe and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District.

Fiscal Impact: \$2,448 per year	Board Date: July 25, 2011
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

Digital Media Center LEASE

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and ISkupe LLC ("Tenant"), is dated June 21, 2011

1. LEASE OF PREMISES:
In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown by diagonal lines on the floor plan attached hereto as Exhibit "A" and further described at Section 2l. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees, to use of the Common Areas (as defined at Section 2e).
2. DEFINITIONS:
As used in this Lease, the following terms shall have the following meanings:
 - a. Base Rent (initial): \$ 2,448 per year.
 - b. Base Year: The calendar year of 2011.
 - c. Broker(s):
Landlord's: N/A
Tenant's: N/A
 - d. Commencement Date: July 1, 2011
 - e. Common Areas: the building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
 - f. Expense Stop: (fill in if applicable): \$ N/A
 - g. Expiration Date: June 30, 2012 unless otherwise sooner terminated in accordance with provisions of this Lease.
 - h. Index (Section 5.2): United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, N/A Average, Subgroup "All Items" (1967 = 100).
 - i. Landlord's Mailing Address: 2323 North Broadway, Room 112, Santa Ana, CA 92706-1640
Tenant's Mailing Address: 9892 Big Sur Dr., Huntington Beach, CA 92646
 - j. Monthly Installments of Base Rent (initial): \$ 204 per month.
 - k. Parking: Tenant shall be permitted upon payment of the then prevailing monthly rate (as set by Landlord from time to time) to park 2 cars on a non-exclusive basis in the area(s) designated by Landlord for parking. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Landlord reserves the right to separately charge Tenant's guests and visitors for parking.
 - l. Premises: that portion of the Building containing approximately 120 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building known as Suite No. 242
 - m. Project: the building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at: 1300 South Bristol, Santa Ana, CA and further described at Exhibit "B". The Project is known as Digital Media Center.

- n. Rentable Area: as to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- o. Security Deposit (Section 7): \$ N/A.
- p. State: the State of California
- q. Tenant's First Adjustment Date (Section 5.2): the first day of the calendar month following the Commencement Date plus 12 months.
- r. Tenant's Proportionate Share: 0%. Such share is a fraction, the numerator of which is the Rental Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of 1 Building(s) containing a total Rentable Area of 10,000 square feet.
- s. Tenant's Use Clause (Article 8): General office
- t. Term: the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA:

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" - Floor Plan showing the Premises
- b. Exhibit "B" - Site Plan of the Project
- c. Exhibit "C" - Building Standard Work Letter
- d. Exhibit "D" - Rules and Regulations
- e. Addenda:

Internet/Network Use Policy

4. DELIVERY OF POSSESSION:

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession. "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Exhibit "C". If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT:

5.1 Payment of Base Rent: Tenant agrees to pay the Base Rent for the Premises to the DMC Director. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord via DMC Director the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 Adjusted Base Rent:

- a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date. Adjustments, if any, shall be based upon increases (if any) in the Index. The Index in publication three (3) months before the Commencement Date shall be the "Base Index". The Index in publication three (3) months before each Adjustment Date shall be the "Comparison Index". As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be determined by increasing the initial Base Rent by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall

promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

- b. If at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord may substitute any substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the "Index" hereunder.

5.3 Project Operating Costs:

- a. In order that the Rent payable during the Term reflects any increase in Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all increases in costs, expenses and obligations attributable to the Project and its operation, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this Lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with provisions of this Section 5.3b.

- 1. The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

(a) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operating Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the taxes which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project Tenants); (6) operation and maintenance of a room for delivery and distribution of mail to Tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair

market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs)(i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by Tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

2. Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:
 - (a) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("Comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."
 - (b) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expenses for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.
 - (c) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this section 5.3 shall survive the Expiration Date.
 - (d) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
 - (e) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
 - (f) If this Lease sets forth an Expense Stop at Section 2f, then during the month Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3b(2)(b) and 8 above.

- 5.4 Definition of Rent: All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.
- 5.5 Rent Control: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.
- 5.6 Taxes Payable by Tenant: In addition to the rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonable attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

6. INTEREST AND LATE CHARGES:

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. SECURITY DEPOSIT:

Tenant agrees to deposit with Landlord the Security Deposit set forth in Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the security deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at article 27 hereof. Within fifteen (15) days after the term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obliga-

tions hereunder, Landlord shall return the security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES:

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES:

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not in-

stalled, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

10. CONDITION OF THE PREMISES:

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. CONSTRUCTION, REPAIRS AND MAINTENANCE:

- a. Landlord's Obligations: Landlord shall perform Landlord's Work to the Premises as described in Exhibit "C". Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other Tenant in the Building.
- b. Tenant's Obligations:
 - (1) Tenant shall perform Tenant's Work to the Premises as described in Exhibit "C".
 - (2) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.
 - (3) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.
 - (4) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.
- c. Compliance with Law: Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.
- d. Waiver by Tenant: Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.
- e. Load and Equipment Limits: Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install

business machines or mechanical equipment which causes noise or vibration to such a degree as to be objectionable to Landlord or other Building Tenants.

- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other Tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS:

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligation under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY:

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS:

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other Tenants or occupants of the Building or Project.

15. CERTAIN RIGHTS RESERVED BY LANDLORD:

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use of possession of the Premises:

- a. To name the Building and Project and to change the name or street of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six (6) months of the Term, to show the Premises to prospective Tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable

for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING:

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or sub-tenant on the following further conditions:
 - (1) Landlord shall have the right to approve such proposed assignee or sub-tenant, which approval shall not be unreasonably withheld;
 - (2) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;
 - (3) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;
 - (4) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and
 - (5) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however, denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased); plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.
- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto any such actions shall not relieve Tenant of liability under this Lease.

- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100ths (\$150.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.
17. **HOLDING OVER:**
If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a Tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.
18. **SURRENDER OF PREMISES:**
a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.
19. **DESTRUCTION OR DAMAGE:**
a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
b. If, in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.
e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.
20. **EMINENT DOMAIN:**
a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such tak-

ing, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

21. INDEMNIFICATION:

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expense incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other Tenant of the Building or Project.

22. TENANT'S INSURANCE:

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the

premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord and the proceeds under (ii) above shall be paid to Tenant.
 - c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.
 - d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increase in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as set forth in Section 5.2 hereof for the adjustment of the Base Rent.
23. WAIVER OF SUBROGATION:
Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.
24. SUBORDINATION AND ATTORNMENT:
Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.
- In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.
25. TENANT ESTOPPEL CERTIFICATES:
Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured de-

faults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST:

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT:

27.1 Tenant's Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or un-terminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2 Remedies: In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or re-taking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in

storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. Past Rent: the worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. Rent Prior to Award: The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. Rent After Award: The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
4. Proximately Caused Damages: Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new Tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

- 27.3 Landlord's Default: If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. **BROKERAGE FEES:**
Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.
29. **NOTICES:**
All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. Mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building Manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.
30. **GOVERNMENT ENERGY OR UTILITY CONTROLS:**
In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.
31. **RELOCATION OF PREMISES:**
Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:
- The new premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
 - Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
 - As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
 - All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
 - If the new Premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
 - The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base rent, if any.
32. **QUIET ENJOYMENT:**
Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.
33. **OBSERVANCE OF LAW:**
Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.
34. **FORCE MAJEURE:**
Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hos-

tile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS:

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL:

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. MISCELLANEOUS:

a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basis business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.

f. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.

g. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. Corporate Authority. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

j. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to

lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building Or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

- k. **Furnishing of Financial Statements; Tenant's Representations.** In order to induce Landlord to enter into this Lease Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
 - l. **Further Assurances.** The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
 - m. **Mortgagee Protection.** Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
 - n. **Prior Agreements; Amendments.** This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
 - o. **Recording.** Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
 - p. **Severability.** A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
 - q. **Successors and Assigns.** This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
 - r. **Time of the Essence.** Time is of the essence of this Lease.
 - s. **Waiver.** No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
 - t. **Compliance.** The parties hereto agree to comply with all applicable, federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The American With Disabilities Act.
38. **CHANGES TO COMMON AREAS.** Landlord reserves the right from time to time without notice to Tenant (i) to close temporarily any of the Common Areas; (ii) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of street entrances, driveways, ramps, entrances, exits, passages, stairways and other ingress and egress, direction of traffic, landscaped areas, loading and unloading areas, and walkways; (iii) to expand the Building; (iv) to add additional buildings and improvements to the Common Areas (thereby reducing the overall size of the Common Areas); (v) to designate land outside the Project to be part of the Project, and in connection with the improvement of such land to add additional buildings and common areas to the Project and/or to delete land and improvements from the Project; (vi) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project or to any adjacent land, or any portion thereof; and (vii) to do and perform such other acts and make such other changes in, to or with respect to the Project, Common Areas and Building or the expansion thereof as Landlord may deem to be appropriate. In addition, and without limiting the generality of the foregoing, Landlord specifically reserves the right, at any time, to change the size, configuration, design, layout and all other aspects of the parking facility or facilities which constitute a portion of the Common Areas, and/or to perform repairs to those parking facility or facilities, and Tenant acknowledges and agrees that Landlord may, with-

out incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the parking facility or facilities for purposes of permitting or facilitating any such construction, alteration, improvements or repairs.

39. DELIVERY DELAY CAUSED BY Tenant. Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
40. INCREASE AND USE OF SECURITY DEPOSIT: On each Adjustment Date, the Security Deposit shall be increased in proportion to the corresponding increase in Base Rent; on each such Adjustment Date, Tenant shall deliver to Landlord an amount equal to the increase in the Security Deposit, which Landlord shall add to the Security Deposit and hold pursuant to the provisions of Section 7 of the Lease. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter enacted, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.
41. LIMITATION ON RENT ABATEMENT. Abatement of Rent pursuant to Section 19.d of the Lease is limited to the extent that Tenant's use of the Premises is prevented by the damage to or destruction of other portions of the Building or Project.
42. WAIVER OF INSURERS' SUBROGATION RIGHTS: In addition to the requirements of Section 23 of the Lease, Tenant shall obtain a waiver of subrogation rights from all of insurers providing insurance obtained by Tenant pursuant to the Lease. Such waivers shall specify that such insurers waive their entire right of recovery against Landlord or Landlord's insurers for loss or damage arising out of or incident to any insured perils, whether due to the negligence of the other party or its agents and regardless of cause or origin.
43. ADDITIONAL METHODS OF DELIVERING NOTICE: In addition to the means of delivering notice set forth in Section 29 of the Lease, any written notice required by the Lease may be delivered by (a) facsimile transmission, provided that the original of such notice is sent by certified U.S. mail, post-age prepaid, no later than one business day following such facsimile transmission, or (b) overnight courier service. Notices sent in either such manner shall be deemed delivered upon actual receipt (or, in the case of notices sent by overnight courier service, upon the first attempt at delivery if the intended recipient refuses to accept delivery).
44. ALTERATIONS REQUIRED BY LAW: Without limiting the generality of Section 37.t of the Lease, if any federal, state or local laws, regulations, codes, ordinances or administrative orders having jurisdiction over the parties, Premises, Building Project or subject matter of this Lease requires the construction of an addition to or an alteration of the Building or the Common Areas, the remediation of any "Hazardous Material" (as defined in Section 49 below), or the reinforcement or other physical modification of the Building or Common Areas (collectively, the "Mandatory Work"), then the cost of the Mandatory Work shall be allocated between Landlord and Tenant as follows:
 - a. Subject to Section 44.c below, if the Mandatory Work is required as a result of the specific and unique use of the Premises by Tenant as compared with uses by Tenants in general, Tenant shall be fully responsible for the cost thereof; provided, however, that if the Mandatory Work is required in the last year of the Term of this Lease and the cost thereof exceeds six (6) months' Base Rent, Tenant may instead terminate this Lease unless Landlord notifies Tenant, in writing, within ten (10) days after receipt of Tenant's termination notice, that Landlord has elected to pay the difference between the actual cost thereof and the amount equal to six (6) months' Base Rent. If Tenant elects termination, Tenant shall immediately cease the use of the Premises which requires such Mandatory Work and shall deliver to Landlord written notice specifying a termination date at least ninety (90) days after the date of such notice. Such termination date shall, however, in no event be earlier than the last day that Tenant could legally utilize the Premises without commencing the Mandatory Work.
 - b. Subject to Section 44.c below, if the Mandatory Work is not the result of the specific and unique use of the Premises by Tenant, then Landlord shall pay the cost of the Mandatory Work to the extent that it constitutes "Landlord's Obligations" under Section 11.a of this Lease, and Tenant shall pay the cost of the Mandatory Work to the extent that it constitutes "Tenant's Obligations" under Section 11.b of this Lease; provided, however, that if such Mandatory Work is required during the last year of the Term of this Lease or if Landlord reasonably determines that it is not economically feasible for Landlord to pay its share thereof, Landlord shall have the

option to terminate this Lease upon ninety (90) days' prior written notice to Tenant, unless Tenant notifies Landlord, in writing, within ten (10) days after receipt of Landlord's termination notice, that Tenant will pay for such Mandatory Work.

- c. Notwithstanding the foregoing, if the Mandatory Work is required as a result of Tenant's actual or proposed change in use of the Premises, change in intensity of use of the Premises, or modification to the Premises, then Tenant shall be fully responsible for the cost of the Mandatory Work, and Tenant shall not have any right to terminate this Lease.
45. NO REPRESENTATION AS TO SUITABILITY OF PREMISES: Landlord makes no representation or warranty as to the suitability of the Premises for the use intended by Tenant, or as to whether Tenant will be able to obtain all applicable governmental permits and approvals necessary for such use. Tenant shall be solely responsible, at Tenant's sole cost and expense, for obtaining any such permits and approvals.
46. LIMITATION ON TENANT'S REPAIRS: Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.
47. CONSTRUCTION INSURANCE: In addition to the requirements of Section 12 of the Lease, Tenant shall not make any alterations, additions or improvements to the Premises without first providing Landlord with evidence that Tenant has obtained "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such alterations, additions and improvements, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 22 of the Lease immediately upon completion thereof.
48. WAIVER OF JURY TRIAL: Each party hereby waives any right to a trial by jury in any action to enforce the specific performance of the Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder.
49. HAZARDOUS MATERIALS: Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, transportation, manufacture or sale of any Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by, or is dealt with in, any local governmental authority, the State of California or the United States Government. Accordingly, the term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq. (42 U.S.C. § 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).
50. TENANT'S HAZARDOUS MATERIAL INDEMNITY: Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord), and hold Landlord, its agents, employees, and contractors harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with any investigation, clean-up, removal, restoration or detoxification required by any governmental agency due to (i) Tenant causing the presence of any Hazardous Material in, on, under or about the Premises, Building or Property (except for those brought onto the Premises, Building or Property by Landlord in violation of applicable law), and/or (ii) any other use or condition of the Premises caused by Tenant. Tenant's obligations pursuant to the foregoing indemnity shall survive the termination of the Lease and shall bind Tenant's successors and assigns and inure to the benefit of Landlord's successors and assigns.
51. INDEPENDENT COVENANTS: The Lease shall be construed as though the covenants therein between Landlord and Tenant are independent and not dependent, and Tenant hereby expressly waives the benefit of any statute to the contrary.
52. RIGHT TO LEASE: Landlord reserves the absolute right to affect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the inter-

ests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or type or number of Tenants shall, during the Lease Term, occupy or be prohibited from occupying any space in the Building or Project.

53. CONSENT TO JURISDICTION AND SERVICE OF PROCESS: All judicial proceedings brought against any party hereto arising out of or relating to the Lease may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Addendum each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non convenient and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Lease. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.
54. REMEDIES: No remedy conferred upon Landlord by any of the specific provisions of the Lease is intended to be exclusive of any other remedy given hereunder or hereafter existing at law or in equity. The election of any one or more remedies by Landlord shall not constitute a waiver of Landlord's right to pursue other available remedies.
55. RELATIONSHIP OF PARTIES: Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and Tenant.
56. COVENANTS AND CONDITIONS: All provisions of this Lease to be performed by Tenant hereunder are both covenants and conditions.
57. CONSTRUCTION: The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease (including this Addendum) or any amendments hereto.
58. RENTAL RATE:
- | Year | Rent |
|------|--|
| 1 | \$1.70 per rentable square foot per month full service gross |
59. TENANT IMPROVEMENTS: N/A
60. USE OF INCUTRACK:
IncuTrack is a web-based software program provided by the DMC that allows for the secure and confidential exchange of information between Landlord and Tenant. Tenant will be granted access to the program upon admittance into the incubator.
- Milestones. Tenant shall establish quarterly milestones with the DMC Director and use IncuTrack to communicate progress relative to achieving the milestones. Milestones include but are not limited to cumulative investment, sources of investment, number of employees, sales volume, etc. Ongoing services offered by the DMC are contingent upon Tenant's achievement of its milestones.
 - Statistical Data. Tenant shall use IncuTrack to report statistical data on a quarterly basis as required by the Landlord. Statistical data includes but is not limited to number of full-time employees, part-time employees, total salaries and wages, total equity capital raised, gross revenues, etc. The statistical data of individual Tenants will be kept confidential. The data of all tenants will be used in aggregate to satisfy government reporting requirements. Tenant is required to report statistical data for a period of five years after Tenant graduates from the DMC.

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



"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	"TENANT" iSkupe LLC
By: _____	By: <u>Art Pham</u>
Name: <u>Peter J. Hardash</u>	Name: <u>Art Pham</u>
Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u>	Title: <u>CTO</u>

EXHIBIT A
FLOOR PLAN

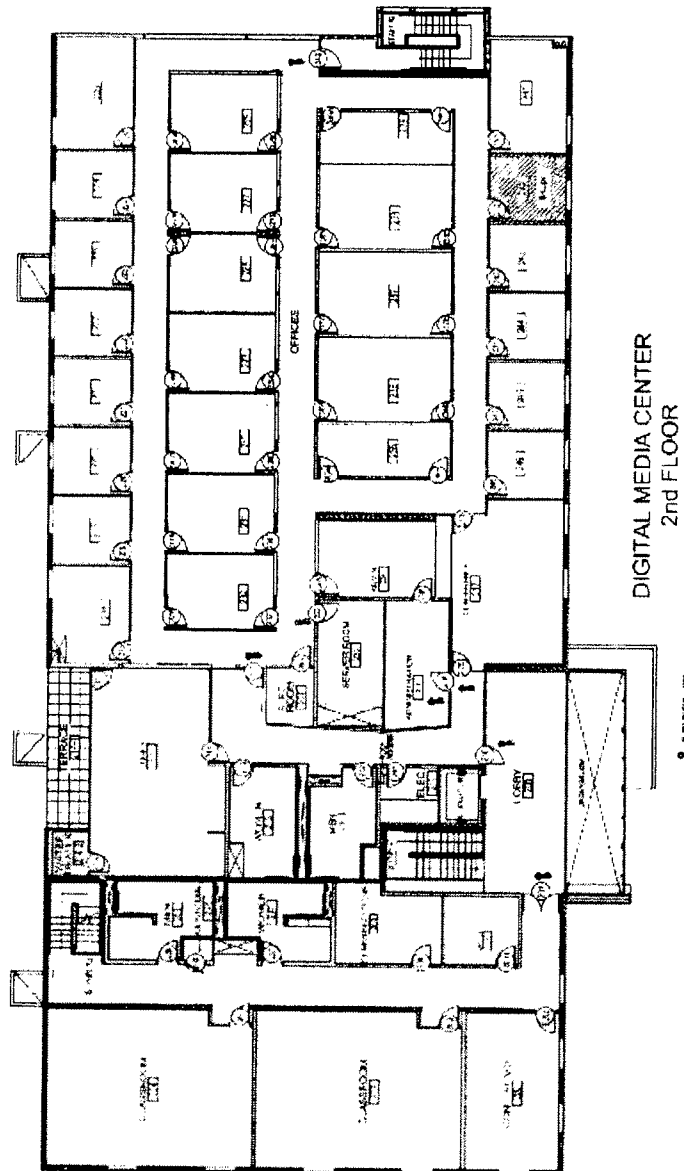


EXHIBIT B
SITE PLAN

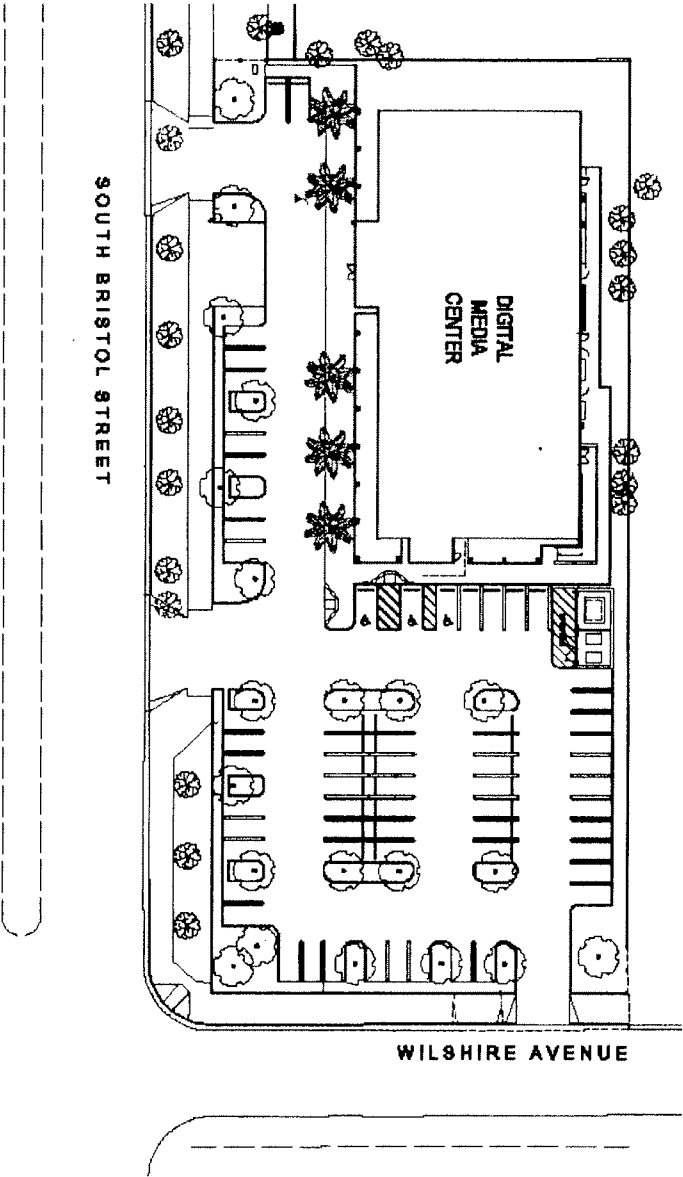


EXHIBIT C

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BUILDING STANDARD WORK LETTER

This Building Standard Work Letter ("Work Letter") is attached as Exhibit "C" to, and made a part of, that certain Office Building Lease dated June 21, 2011, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and iSkupe, ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 242 (the "Premises") in the office building located at 1300 South Bristol, Santa Ana, California (the "Building"). This Work Letter shall set forth the terms and conditions relating to the construction of all alterations and additions to the Premises which are to be permanently affixed to the Premises (the "Tenant Improvements"). This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Tenant Improvements, in sequence; as such issues will arise during the actual construction of the Tenant Improvements.

1. Delivery of Base Building, Building Systems and Premises: Upon the full execution of the Lease and Landlord's receipt from Tenant of the first installment of Base Rent, and pursuant to all other applicable terms of the Lease, Landlord shall deliver to Tenant the Premises and the following components of the Building as they relate to the Premises (which components are sometimes collectively referred to herein as the "Base Building"): (i) the base, shell and core of the Building; (ii) all base building systems, including without limitation heating, ventilation and air conditioning ("HVAC"), mechanical (including without limitation elevators), electrical, plumbing, life-safety, sprinkler and telephone (collectively, the "Building Systems"); (iii) the curtain walls; (iv) the structural components of the Building; and the exterior roof of the Building. For purposes of Section 4 of the Lease, Landlord's delivery of the Premises and the Base Building shall be deemed to be "delivery of possession" of the Premises and the "Landlord's Work". Landlord's delivery of the Premises to Tenant, and Tenant's acceptance of the Premises from Landlord, shall be in the Premises' then existing, "as-is" condition. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or its suitability for the conduct of Tenant's business. Tenant acknowledges that prior to the date of the Lease, Tenant has fully and completely inspected the Premises and accepts the Premises in its present condition.
2. Landlord Improvements: All of the Landlord Improvements shall be constructed by Landlord in accordance with the provisions of this Work Letter. Landlord shall: N/A
3. Miscellaneous:
 - 3.1 Tenant's Representative: Tenant has designated Art Pham as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter.
 - 3.2 Landlord's Representative: Landlord has designated Robert Brown as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

IN WITNESS WHEREOF, the parties hereto have executed this Work Letter as of the date set forth above.

"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	"TENANT" iSkupe LLC
By: _____	By: <u>Art Pham</u>
Name: <u>Peter J. Hardash</u>	Name: <u>Art Pham</u>
Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u>	Title: <u>CEO</u>

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

A. General Rules and Regulations. The following rules and regulations govern the use of the Digital Media Center (DMC) Building and exterior Premises adjacent to the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause Tenant's authorized users, its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the DMC Building without the prior written consent of Landlord. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Tenant and under the direction of Landlord by a person or company designated or approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises, Tenant will immediately discontinue such use. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises including from within any interior common areas.

3. Tenant will not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. The halls, passages, exits, entrances, elevators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

4. Tenant will not obtain for use on the Premises ice, drinking water, food, food vendors, beverage, towel or other similar services or accept barbering or boot blacking service upon the Premises, except at such reasonable hours and under such reasonable regulations as may be fixed by Landlord. Landlord expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material, peddling, sales and displays of products, goods and wares in all portions of the DMC Building except as may be expressly permitted under the Lease. Landlord reserves the right to restrict and regulate the use of the common areas of the DMC Building by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a tenant's premises for such purposes. Without limiting the foregoing, Landlord may require that such parties use halls, passageways and stairways for such purposes to preserve access within the Building for tenants and the general public.

5. Landlord reserves the right to require tenants to periodically provide Landlord with a written list of any and all business invitees which periodically or regularly provide goods and services to such tenants at the premises. Landlord reserves the right to preclude all vendors from entering or conducting business within the DMC Building if such vendors are not listed on a tenant's list of requested vendors.

6. Landlord reserves the right to exclude from the DMC Building between the hours of 6 p.m. and 7 a.m. the following business day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the DMC Building or has a pass or is properly identified. Tenant will be responsible for all persons for whom it requests passes and will be liable to Landlord for all acts of such persons. Landlord will not be liable for damages for any error with regard to the admission to or exclusion from the DMC Building of any person. Landlord reserves the right to prevent access to the DMC Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

7. The directory of the DMC Building will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names there-

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DIGITAL MEDIA CENTER
RULES AND REGULATIONS**

from.

8. All cleaning and janitorial services for the DMC Building and the Premises will be provided exclusively through Landlord, and except with the written consent of Landlord, no person or persons other than those approved by Landlord will be employed by Tenant or permitted to enter the DMC Building for the purpose of cleaning the same. Tenant will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

9. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises.

Tenant, upon the termination of its tenancy, will deliver to Landlord the keys to all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, will pay Landlord therefore.

10. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Landlord's approval, and comply with, Landlord's reasonable rules and requirements applicable to such services, which may include separate licensing by, and fees paid to, Landlord.

11. Any bulky item, including furniture, brought on to the premises will require the DMC Director's approval. The intent is that tenant shall only use the furniture provided by the Landlord. Tenant's initial move in and subsequent deliveries of bulky items, such as furniture, safes and similar items will, unless otherwise agreed in writing by Landlord, be made during the hours of 6:00 p.m. to 6:00 a.m. or on Saturday or Sunday. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries will be made which impede or interfere with other tenants or the operation of the DMC Building.

12. Tenant will not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord will have the right to reasonably prescribe the weight, size and position of all safes, heavy equipment, files, materials, furniture or other property brought into the DMC Building. Heavy objects will, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which platforms will be provided at Tenant's expense. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the DMC Building or to any space therein to such a degree as to be objectionable to any tenants in the DMC Building or Landlord, are to be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant will be responsible for all structural engineering required to determine structural load, as well as the expense thereof. The persons employed to move such equipment in or out of the DMC Building must be reasonably acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the DMC Building by maintaining or moving such equipment or other property will be repaired at the expense of Tenant.

13. Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant will not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the DMC Building by reason of noise, odors or vibrations, nor will Tenant bring into or keep in or about the Premises any birds or animals.

14. Tenant will not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.

15. Tenant will not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the DMC Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice, and will refrain from attempting to adjust controls.

16. Landlord reserves the right, exercisable without notice and without liability to Tenant,

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

to change the name and street address of the DMC Building. Without the written consent of Landlord, Tenant will not use the name of the DMC Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Tenant will close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and lighting or gas before Tenant and its employees leave the Premises. Tenant will be responsible for any damage or injuries sustained by other tenants or occupants of the DMC Building or by Landlord for noncompliance with this rule.

18. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the tenant who, or whose employees or invitees, break this rule. Cleaning of equipment of any type is prohibited. Shaving is prohibited.

19. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant will not use the Premises for any business or activity other than that specifically provided for in this Lease. Tenant will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

20. Tenant will not install any radio or television antenna, loudspeaker, satellite dishes or other devices on the roof(s) or exterior walls of the DMC Building or the Premises without approval from Landlord. Tenant will not interfere with radio or television broadcasting or reception from or in the Development or elsewhere.

21. Except for the ordinary hanging of pictures and wall decorations, Tenant will not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations. Tenant will not tape or pin items to walls. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant will not cut or bore holes for wires. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

22. Tenant will not install, maintain or operate upon the Premises any vending machines without the written consent of Landlord.

23. Landlord reserves the right to exclude or expel from the DMC Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the DMC Building.

24. Tenant will store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Landlord.

25. The Premises will not be used for lodging or for the storage of merchandise held for sale to the general public, or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No brewing or cooking will be done in offices.

26. Neither Tenant nor any of its employees, agents, customers and invitees may use in any space or in the public halls of the DMC Building or the Premises any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant will not bring any other vehicles of any kind into the DMC Building.

27. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

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29. To the extent Landlord reasonably deems it necessary to exercise exclusive control over any portions of the Common Areas for the mutual benefit of the tenants in the DMC Building, Landlord may do so subject to reasonable, non-discriminatory additional rules and regulations.

30. Smoking is prohibited in the DMC Building and within 20 feet of all entrances.

31. Tenant's requirements will be attended to only upon appropriate application to Landlord's asset management office for the DMC Building by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

32. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the DMC Building.

33. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the DMC Building and Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

34. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

B. Parking Rules and Regulations. The following rules and regulations govern the use of the parking facilities which serve the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross-hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its employees,

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subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules and regulations.

9. Parking stickers, access cards, or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Parking identification devices, if utilized by Landlord, must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking identification devices, if any, are not transferable and any device in the possession of an unauthorized holder will be void. Landlord reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements.

10. Loss or theft of parking identification devices or access cards must be reported to the management office in the DMC Building immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device or access card at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have a parking identification device or valid access card. Any parking identification device or access card which is reported lost or stolen and which is subsequently found in the possession of an unauthorized person will be confiscated and the illegal holder will be subject to prosecution.

11. All damage or loss claimed to be the responsibility of Landlord must be reported, itemized in writing and delivered to the management office located within the DMC Building within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, or for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of Landlord, if any, is limited to Two Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. Landlord is not responsible for loss of use.

12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations, without the express written consent of Landlord. Any exceptions to these rules and regulations made by the parking operators, managers or attendants without the express written consent of Landlord will not be deemed to have been approved by Landlord.

13. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

14. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

INITIAL
Landlord AP
Tenant _____

Board Approval

Date

INTERNET/NETWORK USE GUIDELINES

The Digital Media Center Internet/Network Use Guidelines ("DMC INUG") applies to all Digital Media Center ("DMC") personnel, tenants, affiliates and guests (each a "tenant" and collectively "tenants"). Each tenant's use of the DMC's systems and network, including the wireless network, are subject to the binding legal terms set forth in the DMC INUG. The DMC may update the DMC INUG from time to time without giving tenants any prior notice nor shall the DMC be required to obtain any tenant's prior written consent to any amendment. The most current version of the DMC INUG will be legally binding on each tenant. Unless the DMC notifies tenants otherwise, any new features to the DMC's systems and network will be subject to the DMC INUG.

BY USING THE DMC'S SYSTEMS AND NETWORK, TENANTS AGREE TO BE LEGALLY BOUND BY THE DMC INUG. IF ANY TENANT DOES NOT AGREE WITH ANY TERMS OR CONDITION OF THE DMC INUG AS THEN IN EFFECT, SUCH TENANT IS NOT AUTHORIZED TO USE THE DMC'S SYSTEMS OR NETWORK FOR ANY PURPOSE.

Objectives

The DMC INUG has been developed with the following objectives in mind:

1. To ensure the security, reliability and privacy of the DMC systems and networks, as well as the private networks and systems of certain tenants.
2. To maintain the image and reputation of the DMC as a responsible network provider.
3. To preserve valuable Internet resources as a conduit for free expression.
4. To encourage the responsible use of Internet resources and discourage practices, which degrade the usability of network resources, and thus the value of Internet services.
5. To protect the DMC from civil or criminal liability arising out of inappropriate use of internet resources.
6. To preserve the privacy and security of individual network users. Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
7. To ensure that DMC tenants protect the rights and privileges of all Internet users by adhering to the DMC INUG.

VIOLATION OF ANY OF THE FOLLOWING GUIDELINES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF INTERNET ACCESS BY THE OFFENDING USER.

If you have any question as to whether a contemplated use or action is permitted, please contact a DMC representative who will assist you. The following paragraphs named (General Conduct, System and Network Usage Security, etc.) are subjected to update.

General Conduct

- Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
- No firewall is provided on the DMC network. Tenants must use their own firewall to protect their own private network.
- Tenants are required to use current antivirus software to protect all hardware connected to the DMC networks.
- Tenants are prohibited from transmitting on or through any DMC services, any material that is unlawful, threatening, abusive, or libelous. DMC tenants are expressly prohibited from encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international standards, laws, statutes or regulations.
- The DMC's services may only be used for lawful purpose. Transmission, distribution, or storage of any information, data or material in violation of international, federal or state regulations or laws, is expressly prohibited. This policy expressly includes material protected by copyrights, trademarks, trade secret, or any other statute.
- Tenants may not engage in any tortuous conduct, including, but not limited to, posting of defamatory, scandalous, or private information about a person without express consent, intentionally inflicting emotional distress, or making physical threats against another person via e-mail, news, or any other electronic media/service provided by the DMC.
- Tenants are responsible for providing and maintaining accurate and current information on the Internet. Furnishing false data on an application, agreement or form, or including fraudulent use of any credit card numbers, is grounds for immediate termination of Internet service, and may subject the offender to civil or criminal liability.

Systems and Network Usage Security

- Tenants may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the tenant, logging into a server or account the tenant is not expressly authorized to access, or probing the security of other networks.
- Tenants may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to: "flooding" of networks, deliberate attempts to overload service, and attempts to "crash" a host.

- Tenants may not use any kind of program/script/command, or send messages of any kind, designated to interfere with a user's terminal session, via any means, locally or via the internet.
- Tenants must safeguard their account passwords to prevent unauthorized access to their accounts.

NOTE: Users who violate systems or network security may incur criminal or civil liability. The DMC will cooperate fully with all investigations of violations of systems or network security at other sites, including cooperation's with law enforcement authorities in the investigation of suspected criminal violations.

E-mail

- Any email harassment by language, frequency, or size of messages, is expressly prohibited.
- Tenants may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, the tenant must immediately stop any further e-mail messages.
- Tenants are expressly forbidden to send unsolicited bulk mail messages ("junk mail" or "Spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to individuals who have expressly requested it.
- Tenants may not forward or otherwise propagate or encourage chain letters.
- Malicious e-mail, including but not limited to "mail bombing" "(flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is expressly prohibited.
- Forging header or any other identifying information is not permitted.
- Subscribing someone else to a mail list or removing someone else from a mail list without that person's express permission is prohibited.
- DMC accounts or services may not be used to collect replies to messages sent from another Internet Service Provider (ISP), where those messages violate the DMC INUG or the usage policy of the other provider.
- These rules and policies apply to any other Internet-based distribution mediums, including RLG's Ariel system (a system for sending FAX-like documents over the Internet).
- Tenants may not use mail services, mail-forwarding capabilities, POP accounts, or auto-responders other than those used for the tenants' specific accounts.

NOTE: The DMC operates under a strict NO SPAM policy regarding unsolicited e-mail. If any violation of this policy requires the intervention of the DMC, services will be immediately terminated. The DMC reserves the right to act as sole arbiter of appropriate Internet conduct.

VOIP (Voice Over Internet Protocol)

- VOIP is not available on the DMC network.

IRC (Internet Relay Chat)

- Tenants are prohibited from using or hosting IRC scripts, servers, or programs on DMC shared and dedicated server accounts.
- Neither IRC robots (bots” or “clones”), nor IRC sessions may be run from the DMC’s shared, dedicated, or co-location server accounts.
- The DMC is not liable for the content of any communication made on IRC.

General Use

- In consideration of others on the network, tenants are required to schedule large file downloads, and downloads from “slow” sites for after 6:00 PM on weekdays or on Saturday and Sunday. It is advised that you notify the DMC of these downloads in advance.
- Peer-to-peer file sharing (e.g. utilizing Bit Torrent, Naspter, e-Mule, e-Donkey, Kazaa or similar software programs) is strictly prohibited. Tenant’s network administrators are responsible for ensuring that all tenant workstations adhere to this policy.
- Tenants are prohibited from using public hosted servers on the DMC network. The DMC Administrator reserves the right to immediately remove any public server on the DMC network in use by any tenant at any time, with or without warning.
- If assigned a static IP address, the tenant being assigned the static IP address may only use the assigned static IP address. Permission to use a static IP addresses is solely at the discretion of the DMC Administrator and can be revoked at any time, for any reason.
- Tenants are aware that the DMC’s bandwidth is shared by all the tenants. Tenants will use the bandwidth with the other tenants in mind.

Wireless Networks

- Tenants utilizing wireless networks within the DMC network are required to follow DMC protocol policies (provided upon request). Tenants with wireless networks are subject to periodic audits to ensure continued compliance. Failure to comply with wireless network protocols may result in termination of Internet service.
- Tenants are required to use wired equivalent privacy (WEP) protocol and not broadcast the service set identifier (SSID) of their wireless access point.

Server Room Access

- DMC shall not be in default under the lease or be liable for any damages directly or indirectly resulting from HVAC failures. The server room is offered to tenants out of courtesy and all use by the tenants is at their own risk. DMC provides no warranties as to the functionality, suitability or reliability of the DMC’s system and network for the uses

of any of the tenants, and provides access to the tenants on an “as is” basis. Server room can only be accessed by the CEO or equivalent of the tenant whose server is located in the DMC server room.

- DMC shall not be liable under any circumstances for a loss of or injury to property or business occurring through or in connection with or incidental to failure of the HVAC unit. In case of HVAC malfunction (e.g. not cooling), tenant shall give DMC prompt notice of any such malfunction upon becoming aware of any such problems.
- DMC shall have no liability to tenant for any damage, inconvenience, or interference with the use of the server room by other tenants.
- Tenant is responsible for the overall operation of its own equipment placed in the server room. Tenant must notify DMC administration before installing any new equipment in the DMC server room
- Tenant’s server computer must conform to the specifications set by the DMC administration and rack space available.
- Tenant shall not make any alteration, additions or improvement to the server racks provided by the DMC.
- DMC reserves the right to refuse access or use of the server room at its discretion.

Material and Product Requirements

- The use of the DMC’s service requires knowledge about the use of Internet languages, protocols, and software. The appropriate level of knowledge varies from tenant to tenant depending on the anticipated use of the system for business purposes. Tenants are required to have the necessary knowledge to maintain their networks and/or systems. It is not the responsibility of the DMC to provide this knowledge or customer support. The DMC will gladly refer the tenant to appropriate organizations and services providers with this expertise.

Privacy

- The DMC will attempt to protect the privacy of our tenants and information that is stored on our network. The DMC will only access and disclose information necessary to comply with applicable laws and government request, to operate and maintain our systems and services, or to protect the DMC and its tenants.

Remedies

- Each tenant is responsible for their actions and actions of their staff. Tenants are responsible for any cost or expenses to remedy a violation of these policies if the DMC staff or agents determine that a tenant was responsible.
- Continued violation of these policies may result in closing Internet access, fines, and/ or expulsion from the DMC.

THE DMC INUG DEFINES ACTIONS WHICH THE DMC CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THESE GUIDELINES IS NON-EXCLUSIVE, AND IS PROVIDED SOLELY FOR GUIDANCE TO THE DMC'S TENANTS.

If you are unsure whether any contemplated use or activity is prohibited, please contact a DMC representative for further assistance. Please note:

- Prohibited uses or activities are not permitted through other ISPs via any service hosted by the DMC or connected to the DMC network.
- Tenant's services may not be advertised via deceptive marketing practices, as defined by the Federal Trade Commission Deception Policy Statement.

The DMC further limits any exceptions made to the DMC INUG as secondary to the server and network security, performance and integrity of the system. Any user, regardless of exception status, may have his or her service disabled if it is interfering with the DMC servers or network.

Specific questions about this policy and reports of activity in violation of this policy should be specifically addressed to the DMC Director.

By signing this page, tenant confirms that the INUG has been read, understood and agrees to comply with the INUG, and to be subject to its terms, as may be updated from time to time by the DMC.


"LANDLORD"

**Rancho Santiago Community College
District**

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor, Bus.Ops/Fiscal Svcs.

"TENANT"

iSkupe LLC

By: 
Name: ART PHARN
Title: CTO

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Contract with Outsource Technical for 2011-2012	
Action:	Request for Approval	

BACKGROUND

For several years, Information Technology Services (ITS) has contracted with Outsource Technical to assist with the maintenance and customizations of Datatel. The ITS department would like to retain the services of the contracted Oracle programmer for continued assistance with specialized customizations as defined by the end-user departments for the Datatel System.

ANALYSIS

ITS has been using Outsource Technical programmers to assist the District programmers with the maintenance and customizations of Datatel, and the maintenance and customizations of the third party solution, CI Solutions used by both College Credit and Continuing Education for attendance tracking. This contract programmer is also trained in Oracle and Envision environments to assist with Datatel custom reports, screen modifications, and the development of processes. It will benefit the entire district to retain this contractor throughout next fiscal year to augment District programmers.

The cost for the service provided by Outsource Technical is \$75 per hour with an estimated total cost of \$156,000 for the 2011-2012 fiscal year. This item was included in the 2011-2012 Tentative Budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve hiring Outsource Technical Contract programmers for the 2011-2012 fiscal year as presented.

Fiscal Impact:	\$156,000	Board Date: July 25, 2011
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor, Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

OUTSOURCE TECHNICAL SERVICE AGREEMENT

This service agreement ("Agreement") by and between OUTSOURCE TECHNICAL, ("OST"), located at 3700 Campus Drive, Suite 100 Newport Beach, CA 92660, and Rancho Santiago Community College District, ("DISTRICT") is made, entered into and effective as of the date of execution.

1. SERVICES.

OST shall provide qualified personnel/employees to DISTRICT for the purpose of performing certain requested services.

2. RELATIONSHIP OF PARTIES.

OST shall employ personnel who provide certain contracted for services to DISTRICT on the terms set forth herein. Although such personnel may have an employment relationship with OST, such personnel shall not be construed while working under this Agreement to have any employment relationship whatsoever with DISTRICT.

Once an OST employee is placed with DISTRICT, DISTRICT agrees that it is solely responsible for the supervision and work performance of the OST employee. Notwithstanding the above, OST agrees that it is responsible for and will pay all appropriate taxes, withhold all appropriate amounts from payroll checks, and purchase appropriate insurance for OST employees whose services are used by DISTRICT.

OST shall designate and provide at no charge to DISTRICT an OST official to serve as liaison with DISTRICT in overseeing the implementation of this Agreement. The OST liaison is set forth on Exhibit A.

3. COMPENSATION.

(a) **Direct Staffing Invoices and Fees.** DISTRICT shall pay a placement fee to OST calculated at 20% of the starting annualized cash salary for candidates sourced by OST and hired by DISTRICT, including guaranteed bonuses. Annualized cash salary for the purposes of this agreement shall not include stock options, benefits, or travel and/or relocation allowances provided to the candidate.

DISTRICT will pay OST the placement fee net thirty (30) days after receipt of an invoice and upon thirty (30) days of employment by the candidate at DISTRICT.

(b) **Direct Staffing Guarantee.** If an OST employee hired by DISTRICT through OST voluntarily quits or is terminated for any reason(s) other than layoff or position elimination within a sixty (60) day period following the employee's hire date, OST will refund any paid placement fee calculated at the rate of 1/60th per day (of the total fee) from start date to termination of employment.

(c) **Contract Staffing Billing Rates and Invoicing.** The agreed upon bill rate and/or rates for contract staffing are set forth on Exhibit A of this Agreement. Billing rate

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for contract staffing includes the employee's wages, OST's fees, worker's compensation, unemployment insurance, and state and federal taxes. Overtime will apply per applicable state law and the bill rate will be charged at time and half or double time, as applicable, for any overtime hours worked.

OST will invoice DISTRICT for direct staffing services on a weekly basis. Payment shall be due upon receipt of the invoice. Invoices shall be accompanied by timesheets, with DISTRICT'S signature certifying that the hours shown are correct and that the work was performed to DISTRICT'S satisfaction. Such signature will authorize OST to bill DISTRICT for the hours worked by the OST employee.

(d) **Contract Staffing Right to Hire.** DISTRICT has the right to hire an OST employee once they have been engaged in work at DISTRICT'S work site(s) for more than 180 working days (6 months) with an average of 40 hours per week. No OST Employee will be released for permanent hire until any and all overdue invoices are paid and at a "current status" according to the agreed upon payment terms of 15 days from the date of invoice. If DISTRICT decides to hire an OST Employee before the 6-month right to hire term, there will be a fee based on a sliding scales as follows: Immediate hire or during Month 1 = 20% of salary, month 2 = 18%, month 3 = 16% month 4 = 14%, during month 5 = 12%, after six months = no fee.

4. RESUMES.

DISTRICT acknowledges that OST is the representative of all resumes received by DISTRICT from OST. In the event DISTRICT employs any candidates submitted to DISTRICT, for any position with DISTRICT, within one (1) year from the time DISTRICT receives such resumes from OST, DISTRICT agrees to pay the placement fee set forth above in section 3(a).

5. TERM AND TERMINATION.

(a) The term of this Agreement shall begin upon the date hereof executed by the above parties and continue in effect thereafter until cancelled by either party upon written notice.

(b) This Agreement may be terminated by either Party in the event the other Party: (i) breaches any material provision and does not cure such breach within ten (10) days after receipt of written notice of such breach; (ii) becomes the subject of a bankruptcy or reorganization proceeding and such proceeding, if involuntary, is not dismissed within sixty (60) days; or (iii) becomes insolvent; (iv) ceases doing business as a going concern. In the event of a termination under this section, the terminating Party will have the right to exercise any right or remedy that may be available at law or in equity.

(c) If either Party terminates this Agreement with notice, then during the notice period OST will limit work to matters in process as agreed to in writing with DISTRICT and will not initiate new services, so that the notice period serves to effect an orderly transition of services in process. In the event of such continuation of services, DISTRICT will be obligated to pay for such performance according to the terms contained herein.

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6. INDEMNITY AND LIMITATION OF LIABILITY.

(a) **OST's Indemnity of Company.** OST shall indemnify, defend and hold harmless DISTRICT, its employees and its affiliates (the "DISTRICT Indemnities"), from and against any and all liabilities, demands, claims, losses, damages, fines, suits, judgments or expenses, including reasonable attorneys' fees and costs, arising out of or in connection with OST's negligent performance, including any employment discrimination claims brought by or against OST's employees, and/or a breach or alleged breach of any of its representations and warranties set forth herein.

(b) **OST's Disclaimer of Liability; Indemnity.** OST shall not be liable for any claim, loss, or liability of any kind whatsoever resulting from: (a) any acts or omissions by OST's employees taken at the specific direction or with the actual consent of DISTRICT; (b) DISTRICT'S failure to supervise, control, or safeguard the OST employee, and/or the premises, processes, or systems; (c) without OST's express prior written approval, entrusting the OST employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables; (d) DISTRICT requesting or permitting OST employee to use any vehicle, regardless of ownership, in connection with the performance of services for DISTRICT unless OST has given its express prior approval in writing; (e) promises of increased compensation made by DISTRICT to OST employees; (f) DISTRICT making substantial changes in the OST employee's job duties or risks without OST's prior written approval; (g) the conduct of DISTRICT'S officers, employees, and agents; (h) failure by DISTRICT to provide OST employees with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law; and (i) Claims for special, indirect, consequential, punitive, or lost profit damages. DISTRICT shall indemnify, defend and hold harmless OST, its employees and its affiliates, from and against any and all liabilities, demands, claims, losses, damages, fines, suits, judgments or expenses, including reasonable attorneys' fees and costs, arising out of or in connection with the matters contained in this section 6(b).

7. SAFE WORK PRACTICES.

DISTRICT agrees to provide OST with a copy of their safety program(s) before work begins. DISTRICT agrees to provide and maintain safe working conditions and further agrees to comply with all present and future applicable Federal, state and local laws and regulations regarding the safety and health of the employees covered by this Agreement. Failure to comply with Federal, state and local laws, resulting in accident or injury to an OST employee, the DISTRICT agrees to defend, indemnify, and hold OST harmless against any and all claims, losses, and liabilities that OST incurs including reasonable attorney's fees agreed upon by DISTRICT. If an OST Employee is to perform tasks which require driving a vehicle, DISTRICT agrees to deliver to OST, in advance, an insurance policy naming OST as additional insured.

DISTRICT understands that OST employees work in specific trades only. To the extent permitted by law, DISTRICT agrees to defend, indemnify, and hold OST harmless

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against any and all claims, losses, and liabilities that OST incurs (including reasonable attorney's fees agreed upon by DISTRICT) that are proximately caused by the fault, negligence, gross negligence, or recklessness of DISTRICT, or DISTRICT'S officers, employees, or authorized agents, that arise from DISTRICT'S breach of this Agreement, that arise from risks inherent in DISTRICT'S business, or that are expressly making substantial changes in the Assigned Employee's job duties or risks (e.g., ditch digging, moving heavy equipment or furniture, lifting objects over 60 lbs, carpentry, concrete work, masonry, etc.) without OST's prior written approval.

8. CONFIDENTIALITY.

(a) **DISTRICT'S Confidential Information.** OST acknowledges that it or its employees may be given access to or acquire information which is proprietary to or confidential to DISTRICT or its affiliated companies and their customers. Any and all such information obtained by OST shall be deemed to be confidential and proprietary information. OST agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services to DISTRICT. OST agrees to direct OST employees to keep such information confidential, and to require OST employees to enter into Confidentiality Agreements in the form annexed hereto as Exhibit B before being assigned to DISTRICT.

(b) **OST's Confidential Information.** DISTRICT acknowledges that during OST's performance under this Agreement, DISTRICT may be given access to or acquire Confidential Information of OST (as defined below), all of which provides OST with a competitive advantage and none of which is readily available. DISTRICT agrees that during the term of this Agreement and any time thereafter it will not use or disclose to any person or company (except under the authority of OST or if ordered to do so by a Court of competent jurisdiction) any Confidential Information obtained during the term of this Agreement for any reason or purpose. DISTRICT also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information. As used herein, OST's "Confidential Information" means: all information regarding OST's assigned and staff employees, including but not limited to their names, home addresses, telephone numbers, skills, qualifications, evaluations, availability, record of assignments, and related information.

9. WORK FOR HIRE.

OST warrants that all services provided by its employees or agents to DISTRICT under this Agreement, and all material generated in the course of providing such services, shall constitute Works For Hire owned exclusively by DISTRICT.

10. CONTROLLING LAW AND ARBITRATION.

This Agreement shall be construed according to the laws of California applicable to contracts made and performed entirely therein. DISTRICT and OST agree to settle any disputes between the parties by arbitration in accordance with the rules then in effect by the American Arbitration Association. The costs of arbitration including attorney's fees will be reimbursed to the prevailing party by the non-prevailing party. It is agreed that a facsimile transmission of the signed agreement constitutes an original and binding document.

11. SEVERABILITY.

A ruling by any court that one or more of the provisions contained in this agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

12. INTEGRATION.

This Agreement supersedes any statement of terms submitted by OST or DISTRICT. This Agreement represents the full and complete agreement between parties concerning the subject matter herein. There are no other agreements of any kind concerning the subject matter herein. This Agreement cannot be modified or supplemented orally or implied; it may be amended or supplemented only by a writing identifying itself as such, signed by the authorized company executive and OST representative. Further, for the purposes of this Agreement, any reference to "days" shall mean calendar days.

AGREED AND ACCEPTED:

Outsource Technical LLP

Rancho Santiago Community College District

By: Kelsey Smith

By: _____

Name: Kelsey Smith
Account Executive

Name: Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Date: 07/14/11

Date: _____

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EXHIBIT A: RATE CONFIRMATION

Candidate/Skill Set

Bill Rate

Paul Hwang/Programmer

\$75/hr

OST Liaison: Kelsey Smith

District Contact: Sylvia LeTourneau

AGREED & ACCEPTED BY:

OUTSOURCE TECHNICAL:

Signature

OST Representative: Kelsey Smith

Date: 07/14/11

District: _____

Signature

District Contact: _____

Date: _____

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

To:	Board of Trustees	Date: July 25, 2011
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 June 22, 2011 for district staff to select usable items for their divisions or departments. The next day, an open house was held for non-profit organizations and school districts to select from the remaining items. Two (2) school districts and one (1) non-profit agency attended the preview. Attached is a listing of all the surplus property as of July 7, 2011. 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.

The District has an agreement with The Liquidation Company (TLC) to provide auctioneering services on an as needed basis through October 14, 2011. 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 auctioneer's fee is 35% 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.

Following the auction, District staff shall discard any remaining surplus property. This is in accordance with Board Policy BP3405 and AR3405.

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: July 25, 2011
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Surplus Inventory at July 7, 2011

Tag	Type	Description	Serial Number	User	Special Project	Building	Room	Acquisition Date	Last Inventoried	Cost
23902	TE	COMPUTER, APPLE W/MONITOR	XB7203GBA6Y	5WARE	0	SW	SW	5/1/1997	6/6/2011	\$ 3,621.00
25099	TE	3COM SUPERSTACK II SWITCH	94253	5WARE	2000	SW	SW	1/1/1998	6/30/2011	\$ 2,636.00
27176	EQ	DATA PROJECTOR,LCD, INFOCUS	2PW84900010	5WARE	0	SW	SW	3/1/1999	5/13/2011	\$ 4,105.27
301517	TE	COMPUTER,MINITOWER,DELL	OZ14M	5WARE	0	SW	SW	6/22/1999	6/3/2011	\$ 1,995.93
303285	TE	PRINTER, PRINTRONICS	80753235701	5WARE	0	SW	SW	4/1/1997	4/25/2011	\$ 9,210.00
304952	TE	SERVER, PENTIUM II AGP LX	5228819	5WARE	0	SW	SW	1/1/1998	4/27/2011	\$ 3,065.49
308078	TE	COMPUTER,DELL,B1T OPTIPLEXD,	C9Y8101	5WARE	2370	SW	SW	9/5/2000	6/3/2011	\$ 2,105.46
308080	TE	COMPUTER,DELL,OPTIPLEX GX300	GBC7101	5WARE	2370	SW	SW	9/6/2000	5/5/2011	\$ 3,141.97
308084	TE	COMPUTER, LAPTOP, DELL W/ZIP	9ES2O	5WARE	2000	SW	SW	9/7/2000	6/23/2011	\$ 3,185.04
308306	EQ	OVERHEAD PROJECTOR, ELMO	635115	5WARE	0	SW	SW	6/1/1997	5/13/2011	\$ 1,809.00
308422	TE	PRINTER,HP,LASER JET, 8000DN	USMH001758	5WARE	2370	SW	SW	2/23/2000	4/25/2011	\$ 3,222.80
308741	TE	PRINTER, HP LASERJET 4050	USQFO43621	5WARE	0	SW	SW	5/4/2000	4/25/2011	\$ 1,090.16
309425	EQ	*CAMERA, SONY MODEL #DCR-	120730	5WARE	2370	SW	SW	7/1/2000	5/13/2011	\$ 1,315.63
309895	TE	FAX MACHINE, TOSHIBA TF601	98040765	1SPSV	2061	SW	SW	6/1/1998	3/8/2011	\$ 1,088.00
309947	TE	PRINTER,HP,LASER JET 8000N	USMH002147	5WARE	0	SW	SW	4/28/2000	3/8/2011	\$ 2,841.08
310310	EQ	MONITOR,ALADDIN RAINBOW COLOR	R1A101862	11AES	0	SW	SW	4/1/1997	3/30/2011	\$ 3,065.00
310479	TE	PRINTER,HP,4000TN NETWORK	USQFO17555	5WARE	2061	SW	SW	6/4/1999	4/28/2011	\$ 1,551.10
311439	TE	COMPUTER,DELL,MINITOWER,733	JWK5HO1	5WARE	0	SW	SW	4/4/2001	5/5/2011	\$ 2,080.43
311461	TE	COMPUTER,DELL,GX150 SMALL	JBO5H01	5WARE	2000	SW	SW	4/5/2001	4/19/2011	\$ 1,668.63
311527	TE	CISCO CATALYST, MODEL 3524-	FAA0506WOQP	5WARE	2370	SW	SW	4/18/2001	5/24/2011	\$ 2,899.28
311742	EQ	PROJECTOR, NEC MULTISYNC	1400428NH	11AES	0	SW	SW	5/11/2001	3/30/2011	\$ 3,934.50
313332	EQ	PROJECTOR INFOCUS MODEL	5DW13000046	5WARE	0	SW	SW	6/30/2001	5/13/2011	\$ 8,970.63
313388	TE	COMPUTER, DELL OPTIPLE GX150	F7Z2W01	5WARE	2370	SW	SW	9/20/2001	5/5/2011	\$ 1,426.51
313617	TE	COMPUTER, DELL W/FP MONITOR	F9QF311	5WARE	2000	SW	SW	12/20/2001	5/5/2011	\$ 1,756.54
313626	TE	COMPUTER, DELL W/FP MONITOR	6MPF311	5WARE	2000	SW	SW	12/20/2001	4/27/2011	\$ 1,823.19
313778	TE	COMPUTER, DELL W/FP MONITOR 15	DWVGJ711	5WARE	2593	SW	SW	2/6/2002	6/23/2011	\$ 1,363.01
313782	TE	COMPUTER, DELL W/FP MONITOR 15	HXGJ711	5WARE	2593	SW	SW	2/6/2002	4/25/2011	\$ 1,363.01
313794	TE	COMPUTER, DELL W/FP MONITOR 15	94CJ711	5WARE	2593	SW	SW	2/6/2002	6/23/2011	\$ 1,363.01
313801	TE	COMPUTER, DELL W/FP MONITOR 15	FOGJ711	5WARE	2593	SW	SW	2/6/2002	6/23/2011	\$ 1,363.01
313804	TE	COMPUTER, DELL W/FP MONITOR 15	9ZFFJ711	5WARE	2593	SW	SW	2/6/2002	6/23/2011	\$ 1,363.01
313808	TE	COMPUTER, DELL W/FP MONITOR 15	6BGJ711	5WARE	2593	SW	SW	2/6/2002	6/23/2011	\$ 1,363.01
313829	TE	COMPUTER, DELL W/FP MONITOR 15	13GJ711	5WARE	2593	SW	SW	2/6/2002	6/23/2011	\$ 1,363.01
313862	TE	COMPUTER, DELL W/FP MONITOR 15	J6GJ711	5WARE	2593	SW	SW	2/6/2002	6/23/2011	\$ 1,363.01
313867	TE	COMPUTER, DELL W/FP MONITOR 15	99GJ711	5WARE	2593	SW	SW	2/6/2002	4/25/2011	\$ 1,363.01

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Tag	Type	Description	Serial Number	User	Special Project	Building	Room	Acquisition Date	Last Inventory	Cost
313919	TE	CATALYST HUB, 3548 XL	FAB0605Y1PL	5WARE	2594	SW	SW	3/7/2002	5/24/2011	\$ 3,835.00
314053	TE	COMPUTER, DELL OPTIPLEX	7JC0H11	5WARE	2370	SW	SW	5/14/2002	4/19/2011	\$ 1,215.40
314064	TE	PRINTER, HP 8150DN WITH	JPBLR04571	5WARE	0	SW	SW	5/15/2002	5/12/2011	\$ 2,967.90
314091	TE	CATALYST 3524 XL ENTERPRISE	FKH06114WOK7	5WARE	2594	SW	SW	5/30/2002	5/24/2011	\$ 1,936.27
314092	TE	CATALYST 3524 XL ENTERPRISE	FKH06114XOK7	5WARE	2594	SW	SW	5/30/2002	5/24/2011	\$ 1,936.27
314095	TE	CATALYST 3524 XL ENTERPRISE	FKH06114XOMD	5WARE	2594	SW	SW	5/30/2002	5/24/2011	\$ 1,936.27
314096	TE	CATALYST 3524 XL ENTERPRISE	FKH06114WOJA	5WARE	2594	SW	SW	5/30/2002	5/24/2011	\$ 1,936.27
314097	TE	CATALYST 3524 XL ENTERPRISE	FKH06114XOL2	5WARE	2594	SW	SW	5/30/2002	5/24/2011	\$ 1,936.27
314098	TE	CATALYST 3524 XL ENTERPRISE	FKH06114XOMC	5WARE	2594	SW	SW	5/30/2002	5/24/2011	\$ 1,936.27
314211	TE	DELL, OPTIPLEX GX240 TO BE	3ZJOK11	5WARE	2594	SW	SW	5/30/2002	5/24/2011	\$ 1,363.02
314235	TE	COMPUTER, DELL OPTIPLEX	D5JFK11	5WARE	2490	SW	SW	6/12/2002	4/19/2011	\$ 1,795.10
314239	TE	COMPUTER, DELL OPTIPLEX	26JFK11	5WARE	2490	SW	SW	6/13/2002	4/19/2011	\$ 1,795.10
314324	TE	PRINTER, HP COLOR LASERJET	SJPPKH43728	5WARE	2000	SW	SW	7/24/2002	4/5/2011	\$ 2,220.10
314465	TE	COMPUTER, W/1702FP MONITOR	HDC0321	5WARE	0	SW	SW	11/20/2002	6/23/2011	\$ 1,853.33
314518	TE	Computer, Apple G4	XB5201EMXD	5WARE	2370	SW	SW	1/6/2003	6/1/2011	\$ 3,511.24
314605	EQ	PACKAGER, APSECONPAC	B807R21	5WARE	2370	SW	SW	3/11/2003	6/17/2011	\$ 2,272.45
314652	TE	COMPUTER, LAPTOP	1499	5WARE	0	SW	SW	5/5/2003	5/13/2011	\$ 3,306.01
314682	EQ	PROJECTOR	CT-B2003	5WARE	0	SW	SW	6/16/2003	5/13/2011	\$ 3,808.96
314701	TE	PRESS, HAMADA	603226	11AES	0	SW	SW	6/2/2003	6/16/2011	\$ 96,781.25
314789	TE	SCANNER	CAT0733Y0F8	5WARE	3009	SW	SW	6/3/2003	5/19/2011	\$ 9,691.73
314808	TE	SWITCH, 24 PORT	CAT0733Y1G5	5WARE	3009	SW	SW	8/13/2003	5/24/2011	\$ 2,822.15
314821	TE	SWITCH, 24 PORT	308316473	5WARE	2370	SW	SW	8/13/2003	5/24/2011	\$ 2,651.05
314916	EQ	PROJECTOR, VIDEO	D21CN41	5WARE	2591	SW	SW	12/2/2003	5/13/2011	\$ 2,831.67
315051	TE	COMPUTER, DELL GX270	JVDJP41	5WARE	2370	SW	SW	4/6/2004	6/9/2011	\$ 1,824.03
315072	TE	COMPUTER, DELL	JRDJP41	5WARE	2370	SW	SW	4/19/2004	4/19/2011	\$ 1,147.99
315073	TE	COMPUTER, DELL	HPDJP41	5WARE	2370	SW	SW	4/19/2004	4/19/2011	\$ 1,147.99
315074	TE	COMPUTER, DELL	8VDJP41	5WARE	2370	SW	SW	4/19/2004	4/19/2011	\$ 1,147.99
315075	TE	COMPUTER,	DNDJP41	5WARE	2370	SW	SW	4/19/2004	4/19/2011	\$ 1,147.99
315087	TE	COMPUTER,	HRDJP41	5WARE	2370	SW	SW	4/19/2004	4/19/2011	\$ 1,147.99
315103	TE	COMPUTER,	2YDJP41	5WARE	2370	SW	SW	4/19/2004	4/19/2011	\$ 1,147.99
315118	TE	COMPUTER,	BYDJP41	5WARE	2370	SW	SW	4/19/2004	4/19/2011	\$ 1,147.99
315125	TE	COMPUTER,	F3FJP41	5WARE	2370	SW	SW	4/20/2004	4/19/2011	\$ 1,147.99
315146	TE	COMPUTER,	HXFJP41	5WARE	2370	SW	SW	4/20/2004	4/21/2011	\$ 1,147.99
315149	TE	COMPUTER,	45FJP41	5WARE	2370	SW	SW	4/20/2004	4/21/2011	\$ 1,147.99
315154	TE	COMPUTER,		5WARE	2370	SW	SW	4/20/2004	4/21/2011	\$ 1,147.99

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315156	TE	COMPUTER,	FXFP41	SWARE	2370	SW	SW	4/20/2004	4/21/2011	\$ 1,147.99
315161	TE	COMPUTER,	3ZDJP41	SWARE	2370	SW	SW	4/20/2004	4/19/2011	\$ 1,147.99
315163	TE	COMPUTER,	5XDJP41	SWARE	2370	SW	SW	4/20/2004	4/19/2011	\$ 1,147.99
315181	EQ	SCALE, PANTONE FORMULA	760073	SWARE	0	SW	SW	5/5/2004	6/21/2011	\$ 2,424.38
315188	TE	COMPUTER, DELL	FLINT41	SWARE	2370	SW	SW	5/10/2004	6/23/2011	\$ 1,313.70
315206	TE	COMPUTER, DELL	G88QT41	SWARE	0	SW	SW	5/11/2004	4/27/2011	\$ 1,170.14
315251	TE	COMPUTER, DELL	DO5Y41	SWARE	2250	SW	SW	5/28/2004	6/23/2011	\$ 1,206.72
315254	TE	COMPUTER, DELL	JSMDY41	SWARE	2411	SW	SW	6/1/2004	4/21/2011	\$ 2,082.53
315323	TE	COMPUTER,	CGQM251	SWARE	2550	SW	SW	6/17/2004	4/27/2011	\$ 1,934.66
315344	TE	COMPUTER, DELL	82DS251	SWARE	0	SW	SW	6/21/2004	6/23/2011	\$ 1,519.80
315521	TE	COMPUTER,	63VXM51	SWARE	3021	SW	SW	9/14/2004	6/23/2011	\$ 2,291.35
315533	TE	COMPUTER,	87BPM51	SWARE	3021	SW	SW	9/16/2004	6/23/2011	\$ 1,242.33
315535	TE	COMPUTER,	D8BPM51	SWARE	3021	SW	SW	9/16/2004	7/7/2011	\$ 1,242.33
315540	TE	COMPUTER,	B7BPM51	SWARE	3021	SW	SW	9/16/2004	7/7/2011	\$ 1,242.33
315546	TE	COMPUTER,	D6BPM51	SWARE	3021	SW	SW	9/16/2004	6/23/2011	\$ 1,242.33
315549	TE	COMPUTER,	J7BPM51	SWARE	3021	SW	SW	9/16/2004	7/7/2011	\$ 1,242.33
315551	TE	COMPUTER,	46BPM51	SWARE	3021	SW	SW	9/16/2004	6/23/2011	\$ 1,242.33
315554	TE	COMPUTER,	28BPM51	SWARE	3021	SW	SW	9/16/2004	6/23/2011	\$ 1,242.33
315720	TE	COMPUTER,	BCT2361	SWARE	2490	SW	SW	11/16/2004	4/21/2011	\$ 1,331.32
315728	TE	COMPUTER,	GCT2361	SWARE	2490	SW	SW	11/16/2004	4/21/2011	\$ 1,331.32
315731	TE	COMPUTER GX280, SMALL MINI	H1ZX261	SWARE	2370	SW	SW	11/16/2004	5/5/2011	\$ 1,519.72
315737	TE	COMPUTER GX280, SMALL MINI	HOZX261	SWARE	2370	SW	SW	11/16/2004	4/27/2011	\$ 1,519.72
315827	TE	COMPUTER,	HD1W761	SWARE	2370	SW	SW	12/16/2004	7/7/2011	\$ 1,172.62
316259	TE	COMPUTER,	9C30G61	SWARE	2593	SW	SW	1/6/2005	5/5/2011	\$ 1,210.95
316262	TE	COMPUTER,	7C30G61	SWARE	2593	SW	SW	1/6/2005	4/27/2011	\$ 1,210.95
316291	TE	COMPUTER,	GHJJK61	SWARE	0	SW	SW	1/18/2005	4/27/2011	\$ 2,042.52
316418	TE	COMPUTERS,	79ZLP61	SWARE	2370	SW	SW	1/27/2005	6/6/2011	\$ 1,272.18
316425	TE	COMPUTERS,	67ZLP61	SWARE	2370	SW	SW	1/27/2005	6/7/2011	\$ 1,272.18
316479	TE	COMPUTER,	7CT1V61	SWARE	2412	SW	SW	2/21/2005	7/7/2011	\$ 1,360.30
316481	TE	COMPUTER,	BBT1V61	SWARE	2412	SW	SW	2/21/2005	7/7/2011	\$ 1,360.30
316520	TE	COMPUTER,	JQ74071	SWARE	2412	SW	SW	3/22/2005	7/7/2011	\$ 1,370.97
316648	TE	COMPUTER,	30H9K71	SWARE	2370	SW	SW	5/25/2005	4/25/2011	\$ 1,251.23
316764	EQ	PRINTING PRESS,	HS-19817	SWARE	0	SW	SW	5/15/2005	6/16/2011	\$ 14,546.25
316838	TE	COMPUTER,	291W761	SWARE	2370	SW	SW	12/16/2004	7/7/2011	\$ 1,172.62
316840	TE	COMPUTER,	9G1W761	SWARE	2370	SW	SW	12/16/2004	6/23/2011	\$ 1,172.62

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316961	TE	COMPUTER,	CX3YV81	5WARE	0	SW	SW	11/28/2005	4/25/2011	\$ 1,447.16
316967	TE	COMPUTER,	BBJG091	5WARE	2370	SW	SW	12/19/2005	4/25/2011	\$ 1,288.07
317225	TE	COMPUTER,	66GOOB1	5WARE	2711	SW	SW	5/19/2006	6/23/2011	\$ 2,144.76
317265	TE	COMPUTER,	Y91	5WARE	2711	SW	SW	5/10/2006	6/23/2011	\$ 1,016.12
317322	TE	COMPUTER,	Y91	5WARE	2711	SW	SW	5/10/2006	6/23/2011	\$ 1,016.12
318341	TE	LAPTOP, DELL STAFF USE	DDCVZB1	5WARE	2711	SW	SW	10/25/2006	4/25/2011	\$ 1,462.13
318745	TE	LAPTOP, MICHAEL DECABRO	JNFZPC1	5WARE	0	SW	SW	3/27/2007	4/25/2011	\$ 1,760.43
319384	TE	COMPUTERS,	J7WJ2D1	2ADMS	2190	SW	SW	6/18/2007	6/2/2011	\$ 1,249.28
F304040	EQ	VENTILATOR, PURITAN BENNET	9370788	5WARE	0	SW	SW	4/1/1993	4/6/2011	\$ 10,845.00
F30564	TE	COPIER, TOSHIBA 5560	DO320751	5WARE	1690	SW	SW	6/30/1999	6/24/2011	\$ 9,917.34
F30889	TE	CELERON PROCESSOR, 500MHZ	5MISN	5WARE	1107	SW	SW	5/12/2000	6/3/2011	\$ 1,203.57
F30890	TE	CELERON PROCESSOR, 500MHZ	5MIRW	5WARE	1107	SW	SW	5/12/2000	6/3/2011	\$ 1,203.57
F30891	TE	CELERON PROCESSOR, 500MHZ	5MISP	5WARE	1107	SW	SW	5/12/2000	6/3/2011	\$ 1,203.57
F30892	TE	CELERON PROCESSOR, 500MHZ	5MISR	5WARE	1107	SW	SW	5/12/2000	6/3/2011	\$ 1,203.57
F30893	TE	CELERON PROCESSOR, 500MHZ	5MISL	5WARE	1107	SW	SW	5/12/2000	6/3/2011	\$ 1,203.57
F30894	TE	CELERON PROCESSOR, 500MHZ	5MISS	5WARE	1107	SW	SW	5/12/2000	6/3/2011	\$ 1,203.57
F30895	TE	CELERON PROCESSOR, 500MHZ	5MIRE	5WARE	1107	SW	SW	5/12/2000	6/3/2011	\$ 1,203.57
F30896	TE	CELERON PROCESSOR, 500MHZ	5MISM	5WARE	1107	SW	SW	5/12/2000	6/3/2011	\$ 1,203.57
F30897	TE	CELERON PROCESSOR, 500MHZ	5MISQ	5WARE	1107	SW	SW	5/12/2000	6/3/2011	\$ 1,203.57
F30935	TE	COMPUTER,DELL,DIMENSION PIII	7NF810B	5WARE	1102	SW	SW	6/28/2000	6/3/2011	\$ 1,183.10
F30939	TE	COMPUTER,DELL,DIMENSION PIII	7ZF810B	5WARE	1102	SW	SW	6/28/2000	6/3/2011	\$ 1,183.10
F30940	TE	COMPUTER,DELL,DIMENSION PIII	BNF810B	5WARE	1102	SW	SW	6/28/2000	6/3/2011	\$ 1,183.10
F30945	TE	COMPUTER,DELL,DIMENSION PIII	JMF810B	5WARE	1102	SW	SW	6/28/2000	6/3/2011	\$ 1,183.10
F30947	TE	COMPUTER,DELL,DIMENSION PIII	HYF810B	5WARE	1102	SW	SW	6/28/2000	6/3/2011	\$ 1,183.10
F30949	TE	COMPUTER,DELL,DIMENSION PIII	BMF810B	5WARE	1102	SW	SW	6/28/2000	6/3/2011	\$ 1,183.10
F30963	TE	DELL PIII 733MHZ GX1p/M+	CK1D10B	5WARE	1101	SW	SW	6/20/2000	6/3/2011	\$ 1,800.51
F31072	TE	LAPTOP COMPUTER, TOSHIBA	3740023	5WARE	0	SW	SW	6/19/1997	5/13/2011	\$ 2,128.06
F31094	EQ	TV JVC 27" ITEM AV27020	12410945	21AES	1100	SW	SW	8/10/1999	4/4/2011	\$ 364.20
F31265	TE	COMPUTER,DELL,DIMENSION L	FVKK01	5WARE	1814	SW	SW	5/7/2001	6/3/2011	\$ 856.96
F31266	TE	COMPUTER,DELL,DIMENSION L	FVKK01	5WARE	1814	SW	SW	5/7/2001	6/3/2011	\$ 856.96
F31267	TE	COMPUTER,DELL,DIMENSION L	FVKK01	5WARE	1814	SW	SW	5/7/2001	6/3/2011	\$ 856.96
F31270	TE	COMPUTER,DELL,DIMENSION L	FVKK01	5WARE	1814	SW	SW	5/7/2001	6/3/2011	\$ 856.96
F31271	TE	COMPUTER,DELL,DIMENSION L	FVKK01	5WARE	1814	SW	SW	5/7/2001	6/3/2011	\$ 856.96
F31275	TE	COMPUTER,DELL,DIMENSION L	CVKK01	5WARE	1814	SW	SW	4/30/2001	6/3/2011	\$ 856.96
F31277	TE	COMPUTER,DELL,DIMENSION L	FVKK01	5WARE	1814	SW	SW	5/7/2001	6/3/2011	\$ 856.96

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F31278	TE	COMPUTER,DELL,DIMENSION L	FVKK01	SWARE	1814	SW	SW	5/7/2001	6/3/2011	\$ 856.96
F31279	TE	COMPUTER,DELL,DIMENSION L	FVKK01	SWARE	1814	SW	SW	5/7/2001	6/3/2011	\$ 856.96
F31311	TE	DELL DIMENSION 4100 SERIES	CJ7DMO1	SWARE	1101	SW	SW	6/5/2001	6/3/2011	\$ 1,443.38
F31380	TE	COMPUTER DELL DIMENSION L	HC25P11	SWARE	1108	SW	SW	7/5/2001	6/3/2011	\$ 1,279.62
F31381	TE	COMPUTER DELL DIMENSION L	GB28PO1	SWARE	1108	SW	SW	7/5/2001	6/3/2011	\$ 1,279.62
F31383	TE	COMPUTER DELL DIMENSION L	9F28PO1	SWARE	1108	SW	SW	7/5/2001	6/3/2011	\$ 1,279.62
F31385	TE	COMPUTER DELL DIMENSION L	FD28PO1	SWARE	1108	SW	SW	7/5/2001	6/3/2011	\$ 1,279.62
F31856	TE	COMPUTER, DELL OPTIPLEX	H23ZJ11	SWARE	1102	SW	SW	6/5/2002	4/21/2011	\$ 1,510.64
F31869	TE	COMPUTER, DELL OPTIPLEX	4X3ZJ11	SWARE	1102	SW	SW	6/5/2002	4/21/2011	\$ 1,510.64
F31870	TE	COMPUTER, DELL OPTIPLEX	8R3ZJ11	SWARE	1102	SW	SW	6/5/2002	4/21/2011	\$ 1,510.64
F31876	TE	COMPUTER, DELL OPTIPLEX	4R3ZJ11	SWARE	1102	SW	SW	6/5/2002	4/19/2011	\$ 1,510.64
F31961	TE	COMPUTER DELL GX240 SMALL	5C5SK11	SWARE	1102	SW	SW	6/14/2002	4/19/2011	\$ 1,763.85
F31980	EQ	PROJECTOR MT850	2400077NT	11AES	1103	SW	SW	6/14/2002	3/30/2011	\$ 2,897.16
F31984	EQ	PROJECTOR MT850	2400073NT	11AES	1103	SW	SW	6/14/2002	3/30/2011	\$ 2,897.16
F32217	EQ	PROJECTOR, PORTABLE OVERHEAD		11AES	1102	SW	SW	1/21/2003	3/30/2011	\$ 321.10
F32308	TE	COMPUTER,	1XBWT21	SWARE	1101	SW	SW	5/27/2003	4/19/2011	\$ 1,305.69
F32310	TE	COMPUTER,	DWBWT21	SWARE	1101	SW	SW	5/27/2003	4/21/2011	\$ 1,305.69
F32315	TE	COMPUTER,	3XBWT21	SWARE	1101	SW	SW	5/27/2003	6/3/2011	\$ 1,305.69
F32317	TE	COMPUTER,	4YBWT21	SWARE	1101	SW	SW	5/27/2003	4/21/2011	\$ 1,305.69
F32319	TE	COMPUTER,	BWBWT21	SWARE	1101	SW	SW	5/27/2003	4/21/2011	\$ 1,305.69
F32320	TE	COMPUTER,	HXBWT21	SWARE	1101	SW	SW	5/27/2003	4/25/2011	\$ 1,305.69
F32321	TE	COMPUTER,	HWBWT21	SWARE	1101	SW	SW	5/27/2003	6/7/2011	\$ 1,305.69
F32322	TE	COMPUTER,	6XBWT21	SWARE	1101	SW	SW	5/27/2003	4/19/2011	\$ 1,305.69
F32411	TE	COMPUTER	53R0831	SWARE	1102	SW	SW	8/11/2003	4/19/2011	\$ 1,278.97
F32413	TE	COMPUTER	B6R0831	SWARE	1102	SW	SW	8/11/2003	4/19/2011	\$ 1,278.97
F32419	TE	COMPUTER	G7R0831	SWARE	1102	SW	SW	8/11/2003	4/21/2011	\$ 1,278.97
F32435	TE	COMPUTER	47D6831	SWARE	1125	SW	SW	8/14/2003	4/21/2011	\$ 1,279.13
F32442	TE	COMPUTER	D6D6831	SWARE	1125	SW	SW	8/14/2003	4/19/2011	\$ 1,279.13
F32476	EQ	CD PLAYER	610684	11AES	1102	SW	SW	9/4/2003	3/30/2011	\$ 320.01
F32477	EQ	CD PLAYER	610692	11AES	1102	SW	SW	9/4/2003	3/30/2011	\$ 320.01
F32518	TE	COMPUTERS	8GVTH31	SWARE	1805	SW	SW	9/23/2003	5/5/2011	\$ 3,071.34
F32628	TE	COMPUTER	7PSJ141	SWARE	1101	SW	SW	12/30/2003	4/21/2011	\$ 1,614.98
F32674	TE	COMPUTER,	9FMBN41	SWARE	1804	SW	SW	4/8/2004	6/23/2011	\$ 1,233.11
F32675	TE	COMPUTER,	BGMBN41	SWARE	1804	SW	SW	4/8/2004	6/23/2011	\$ 1,233.11
F32832	TE	COMPUTER,	4FPJ251	SWARE	1101	SW	SW	6/15/2004	4/21/2011	\$ 1,385.44

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F32917	TE	COMPUTER,	9XDJP41	5WARE	1803	SW	SW	4/20/2004	4/25/2011	\$ 1,147.99
F32920	TE	COMPUTER,	42FJP41	5WARE	1803	SW	SW	4/20/2004	4/19/2011	\$ 1,147.99
F32941	TE	COMPUTER, DELL	1R6HF51	5WARE	1823	SW	SW	8/9/2004	6/3/2011	\$ 887.75
F32947	TE	COMPUTER, DELL	1S6HF51	5WARE	1823	SW	SW	8/9/2004	6/3/2011	\$ 887.75
F32948	TE	COMPUTER, DELL	JN6HF51	5WARE	1823	SW	SW	8/9/2004	6/3/2011	\$ 887.75
F32949	TE	COMPUTER, DELL	HM6HF51	5WARE	1823	SW	SW	8/9/2004	6/3/2011	\$ 887.75
F32952	TE	COMPUTER, DELL	BP6HF51	5WARE	1823	SW	SW	8/9/2004	6/3/2011	\$ 887.75
F32953	TE	COMPUTER, DELL	4Q6HF51	5WARE	1823	SW	SW	8/9/2004	6/3/2011	\$ 887.75
F32961	TE	COMPUTER, DELL	4P6HF51	5WARE	1823	SW	SW	8/9/2004	4/25/2011	\$ 887.75
F32970	TE	COMPUTER, DELL	7M6HF51	5WARE	1823	SW	SW	8/9/2004	6/3/2011	\$ 887.75
F32973	TE	COMPUTER, DELL	2H6HF51	5WARE	1823	SW	SW	8/9/2004	4/25/2011	\$ 887.75
F33083	EQ	SIMULATOR, VITAL SIGN	JA006477	5WARE	1810	SW	SW	10/19/2004	4/11/2011	\$ 1,768.15
F33224	TE	COMPUTER, DELL	9D6PJ712	5WARE	1670	SW	SW	5/20/2005	5/5/2011	\$ 1,526.29
F33255	TE	COMPUTER,	34V8K71	5WARE	1103	SW	SW	5/25/2005	4/21/2011	\$ 1,279.66
F33257	TE	COMPUTER,	45V8K71	5WARE	1103	SW	SW	5/25/2005	4/19/2011	\$ 1,279.66
F33704	TE	COMPUTER,	2B9BV91	5WARE	1102	SW	SW	4/25/2006	4/21/2011	\$ 1,148.34
F33730	TE	COMPUTER, DELL	FGOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33731	TE	COMPUTER, DELL	SHOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33732	TE	COMPUTER, DELL	7HOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33733	TE	COMPUTER, DELL	2HOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33734	TE	COMPUTER, DELL	8HOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33735	TE	COMPUTER, DELL	1HOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33736	TE	COMPUTER, DELL	3HOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33737	TE	COMPUTER, DELL	6HOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33738	TE	COMPUTER, DELL	1YF0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33739	TE	COMPUTER, DELL	3YOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33740	TE	COMPUTER, DELL	BXOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33741	TE	COMPUTER, DELL	8XOLV91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33742	TE	COMPUTER, DELL	DXOLV91	5WARE	1103	SW	SW	4/27/2006	6/3/2011	\$ 1,230.04
F33743	TE	COMPUTER, DELL	5XF0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33744	TE	COMPUTER, DELL	GFX0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33745	TE	COMPUTER, DELL	4YF0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33746	TE	COMPUTER, DELL	7XF0W91	5WARE	1103	SW	SW	4/27/2006	6/3/2011	\$ 1,230.04
F33747	TE	COMPUTER, DELL	9XF0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33748	TE	COMPUTER, DELL	WYJ3W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Surplus Inventory at July 7, 2011

Tag	Type	Description	Serial Number	Special			Acquisition		Last Inventoried	Cost
				User	Project	Building	Room	Date		
F33749	TE	COMPUTER, DELL	CYJ3W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33750	TE	COMPUTER, DELL	FJB0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33751	TE	COMPUTER, DELL	HJB0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33752	TE	COMPUTER, DELL	1GC0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33753	TE	COMPUTER, DELL	HFC0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33754	TE	COMPUTER, DELL	8FC W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33755	TE	COMPUTER, DELL	FFC0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33756	TE	COMPUTER, DELL	7FC0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33757	TE	COMPUTER, DELL	3JB0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33758	TE	COMPUTER, DELL	8JB0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F33759	TE	COMPUTER, DELL	CFC0W91	5WARE	1103	SW	SW	4/27/2006	6/2/2011	\$ 1,230.04
F34230	TE	LAPTOP, APPLE	W872621HX92	5WARE	1602	SW	SW	6/30/2007	6/23/2011	\$ 2,810.33
F35023	TE	Rack, Part #AF422A. HP	MX183361310	5WARE	1103	SW	SW	11/11/2008	5/5/2011	\$ 1,002.07
302902	EQ	SUNNEN HORIZONTAL HONE	2018	5WARE	0	SW	SW	1/1/1970	-	\$ 20,000.00
D-458	EQ	SUNNEN HEAVY DUTY PRECISION HONE	5621	5WARE	0	SW	SW	1/1/1975	-	\$ 25,000.00
302680	EQ	SUNNEN ROD HONE	68825	5WARE	0	SW	SW	1/1/1975	-	\$ 2,000.00
302681	EQ	SUNNEN CAP AND ROD GRINDER	11900	5WARE	0	SW	SW	6/1/1976	-	\$ 1,400.00
302682	EQ	KWIK WAY BORING BAR		5WARE	0	SW	SW	6/1/1975	-	\$ 6,000.00
302683	EQ	KWIK WAY BORING BAR	FW6194	5WARE	0	SW	SW	1/1/1980	-	\$ 6,000.00
-	EQ	STORAGE CONTAINER		5WARE	0	SW	SW	-	-	\$ -
Grand Total \$ 545,854.42										

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

To:	Board of Trustees	Date: July 25, 2011
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 twenty-nine (29) non-profit organizations within the District's boundaries and thirty-five (35) school districts and community colleges in Orange County. One (1) school district, Orange Unified School District and one (1) non-profit organization, The Vietnamese Community of Orange County, Inc. selected items of interest. Below are the items selected to be donated.

Orange Unified School District, Parkside Pre-School/Kindergarten

Item Description	Barcode/Tag Number
(5) ea Purple Chairs	n/a
(5) ea Binders	n/a
Red Desk Chair	n/a
Green Desk Chair	n/a
Gray Metal Storage Cabinet	n/a
Brown Desk Chair	n/a
File Cabinet	n/a
Brown Rectangular Table	n/a
Dell Computer With Monitor	F33736
Dell Computer With Monitor	F33751
Dell Computer With Monitor	F33753
Dell Computer With Monitor	F33759
Sharp LCD Projector	314916
Mitsubishi LCD Projector	314682
Apple G4 Computer	314518

The Vietnamese Community of Orange County, Inc.

Item Description	Barcode/Tag Number
Panasonic VCR	n/a
Panasonic VCR	n/a
Storage Cube Unit	n/a
(5) ea Blue Chairs	n/a
Metal Bookcase	n/a
(6) ea CD-ROM Organizers	n/a
(5) ea USB Cables	n/a
(3) ea Computer Keyboards	n/a
Small In/Out White Board	n/a
Document Organizer	n/a
Dell Computer	F33740
Dell Computer	F33756
Dell Computer	F33743
Dell Laptop	318341
Dell Laptop	318745

RECOMMENDATION

It is recommended that the Board of Trustees approve the donations to Orange Unified School District – Parkside Pre-School/Kindergarten, and The Vietnamese Community of Orange County, Inc. as presented.

Fiscal Impact:	None	Board Date: July 25, 2011
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

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

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Donation of Surplus Vehicle	
Action:	Request for Approval	

BACKGROUND

The Santa Ana College Automotive/Diesel/Welding Department has submitted a request to donate a 1984 Chevrolet Diesel 70 Beverage Truck, License # E358340, VIN# 1GBL7D1GZV103740 with an odometer reading of 151,282 miles to the Fullerton School District who intends to use the truck for food delivery. The Fullerton School District has submitted a formal request to the District to accept this donation.

The beverage truck was donated to the District in 1991 by H. Olson Distributing. The truck was used by the Fire Technology Division until 2009 when it was transferred to the Automotive/Diesel/Welding Department who planned to convert it into a flat bed truck. The department has since determined that the conversion is cost prohibitive. The truck is fully depreciated.

ANALYSIS

The Board of Trustees has requested that surplus items be made available for donation to non-profit organizations and school districts. Education Code 81452 does allow the District to donate equipment having no monetary value.

RECOMMENDATION

It is recommended that the Board of Trustees approve the donation of the 1984 Chevrolet Diesel 70 Beverage Truck to the Fullerton School District as presented.

Fiscal Impact:	N/A	Board Date: July 25, 2011
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

Rancho Santiago Community College District

Board Meeting of 07/25/11

PU0010

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Purchase Order List

06/05/11 thru 07/09/11

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017687	300.00	ANROMA CONSULTING GROUP	Contracted Services	SP		6/29/2011
11-P0019230	18.60	BADGE EXPRESS	Non-Instructional Supplies			6/6/2011
11-P0019231	229.33	YOUNG PS ACQUISITIONS, LLC	Instructional Supplies	SP		6/6/2011
11-P0019234	6,500.00	VINCENT KATES & ASSOC	Software License and Fees	SP		6/7/2011
* 11-P0019235	333.26	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/7/2011
11-P0019236	528.17	THE WESTIN ALEXANDRIA	Conference Expenses	SP		6/7/2011
11-P0019237	38.06	SCHICK RECORDS MGMT	Non-Instructional Supplies			6/7/2011
11-P0019238	249.48	DON BOOKSTORE	Non-Instructional Supplies	SP		6/7/2011
11-P0019239	432.00	VMS	Internet Services			6/7/2011
11-P0019240	751.54	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			6/7/2011
11-P0019241	10,850.00	KECHICHIAN RAFFI	Contracted Services			6/7/2011
11-P0019242	1,633.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			6/7/2011
11-P0019243	2,399.33	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			6/7/2011
* 11-P0019244	7,135.65	CITY OF REDLANDS	Instructional Agrmt - Salary			6/7/2011
* 11-P0019245	5,348.00	CITY OF UPLAND	Instructional Agrmt - Salary			6/7/2011
* 11-P0019246	2,688.00	CITY OF COSTA MESA	Instructional Agrmt - Salary			6/7/2011
* 11-P0019247	17,310.10	CITY OF MONTEBELLO	Instructional Agrmt - Salary			6/7/2011
* 11-P0019248	7,224.00	CITY OF CORONA	Instructional Agrmt - Salary			6/8/2011
* 11-P0019249	18,788.80	SAN BERNARDINO COUNTY	Instructional Agrmt - Salary			6/8/2011
11-P0019250	1,667.50	WESTERN POWER SYSTEMS	Contracted Repair Services			6/8/2011
11-P0019251	517.50	LOBBY TRAFFIC SYSTEMS INC	Contracted Repair Services			6/8/2011
11-P0019252	356.22	SANDY BOYD INC	Contracted Repair Services			6/8/2011
11-P0019253	6,801.93	AT & T	Buildings - Contracted Svcs	SP	BOND	6/8/2011
* 11-P0019254	23,129.05	DOWNEY FIRE DEPT	Instructional Agrmt - Salary			6/8/2011
11-P0019255	555.47	IRVINE PIPE SUPPLY	Repair & Replacement Parts			6/8/2011
* 11-P0019256	36,913.25	CITY OF SAN BERNARDINO FIRE DEPT	Instructional Agrmt - Salary			6/8/2011
11-P0019258	2,700.00	RIVERA CINDY G	Contracted Services	SP		6/8/2011
11-P0019259	34.20	CDW GOVERNMENT INC.	Non-Instructional Supplies	SP		6/8/2011
11-P0019261	5,723.21	BROWN SUE	Contracted Services	SP		6/8/2011
11-P0019262	453.32	GALE GROUP	Library Books	SP		6/8/2011
11-P0019263	46.41	LOURDES FAJARDO	Food and Food Service Supplies			6/8/2011
* 11-P0019264	15,582.60	CITY OF VERNON	Instructional Agrmt - Salary			6/8/2011
* 11-P0019265	40,506.75	CENTRAL NET OPERATION AUTHORITY	Instructional Agrmt - Salary			6/8/2011
11-P0019266	6,771.32	MILLER ENVIRONMENTAL INC	Buildings - Contracted Svcs			6/9/2011
* 11-P0019267	18,488.25	CITY OF LAGUNA BEACH	Instructional Agrmt - Salary	SP	BOND	6/9/2011

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

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Purchase Order List

06/05/11 thru 07/09/11

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 11-P0019268	24,634.60	CITY OF FULLERTON	Instructional Agrmt - Salary			6/9/2011
11-P0019269	56.18	REGENCY LIGHTING	Non-Instructional Supplies			6/9/2011
11-P0019270	37,626.03	CITY OF ORANGE	Public Agencies' Assess & Fees			6/9/2011
11-P0019271	3,366.31	UNISOURCE PAPER CO	Non-Instructional Supplies			6/9/2011
11-P0019272	167.77	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/10/2011
11-P0019273	300.00	DOROTHY B. NACITA	Conference Expenses	SP		6/10/2011
11-P0019274	325.00	WESTERN ASSOC. OF VETERAN EDUC. SPECIALISTS	Conference Expenses	SP		6/10/2011
11-P0019275	848.90	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/10/2011
11-P0019276	552.00	OMNI HOTELS	Conference Expenses	SP		6/10/2011
11-P0019277	1,911.83	UNISOURCE PAPER CO	Non-Instructional Supplies			6/10/2011
11-P0019278	268.01	NASCO	Non-Instructional Supplies	SP		6/10/2011
11-P0019279	600.00	CA HEAD START ASSOC.	Inst Dues & Memberships	SP		6/10/2011
11-P0019280	345.00	INNOVATIVE EDUCATORS	Online Training Courses			6/10/2011
11-P0019281	700.00	ORANGE COUNTY METRO	Advertising			6/10/2011
11-P0019282	756.94	KINKO'S	Reproduction/Printing Expenses			6/13/2011
11-P0019283	211.85	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/13/2011
11-P0019284	1,109.67	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/13/2011
11-P0019285	18,984.97	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	6/13/2011
11-P0019286	31,256.41	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	6/13/2011
11-P0019287	3,600.00	CALIF GEOLOGICAL SURVEY	Sites - Licenses, Fees & Taxes	SP	BOND	6/13/2011
11-P0019288	685.09	PACIFIC SALES	Equip/Software - >\$200 <\$1,000	SP		6/13/2011
11-P0019289	100.00	APPLE COMPUTER INC	Non-Instructional Supplies			6/13/2011
11-P0019290	100,000.00	POSTMASTER	Postage			6/14/2011
11-P0019291	100,000.00	RESERVE ACCOUNT	Postage			6/14/2011
11-P0019292	1,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			6/14/2011
11-P0019293	658.43	ACADEMIC SUPERSTORE	Equip/Software - >\$200 <\$1,000			6/14/2011
11-P0019294	3,299.01	RYDIN DECAL	Non-Instructional Supplies	SP		6/14/2011
11-P0019295	88.86	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/14/2011
11-P0019296	897.19	ELLEN BAK PHOTOGRAPHY INC	Non-Instructional Supplies			6/14/2011
11-P0019297	498.54	PETE'S ROAD SVC	Non-Instructional Supplies			6/14/2011
11-P0019298	2,852.44	GOLD COAST TOURS	Contracted Repair Services			6/14/2011
11-P0019299	375.00	RP GROUP	Transportation - Student			6/14/2011
11-P0019300	470.48	SAN FRANCISCO AIRPORT MARRIOTT	Conference Expenses	SP		6/14/2011
11-P0019301	4,818.71	WOODRIDGE PRESS INC	Conference Expenses	SP		6/14/2011
11-P0019302	15,700.00	WESTBERG & WHITE INC	Class Schedules/Printing	SP		6/14/2011
			Buildings - Architects Fee	SP	BOND	6/15/2011

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

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0019303	390.00	TRI-SIGNAL INTEGRATION INC	Contracted Repair Services			6/15/2011
11-P0019304	2,001.53	WESTERN POWER SYSTEMS	Contracted Repair Services			6/15/2011
11-P0019305	311.48	PETE'S ROAD SVC	Contracted Repair Services			6/15/2011
* 11-P0019306	7,113.70	CITY OF UPLAND	Instructional Agrmt - Salary			6/15/2011
* 11-P0019307	33,402.30	CITY OF SANTA ANA	Instructional Agrmt - Salary			6/15/2011
* 11-P0019308	31,858.65	CITY OF RANCHO CUCAMONGA	Instructional Agrmt - Salary			6/15/2011
* 11-P0019309	14,303.45	CITY OF LA VERNE	Instructional Agrmt - Salary			6/15/2011
* 11-P0019310	5,597.10	CENTRAL NET OPERATION AUTHORITY	Instructional Agrmt - Salary			6/15/2011
* 11-P0019311	18,633.10	CITY OF ANAHEIM	Instructional Agrmt - Salary			6/15/2011
11-P0019312	2,673.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/15/2011
11-P0019313	1,407.29	ADVENTURES IN ADVERTISING	Non-Instructional Supplies	SP		6/15/2011
11-P0019314	795.12	D4 SOLUTIONS INC.	Contracted Services	SP		6/15/2011
11-P0019315	920.29	GALE GROUP	Library Books	SP		6/15/2011
11-P0019316	2,250.00	CA-NV SECTION, AWWA	Contracted Services	SP		6/15/2011
11-P0019317	71.76	DELL COMPUTER	Non-Instructional Supplies	SP		6/15/2011
11-P0019318	346.91	CALIF WESTERN VISUALS	Instructional Supplies	SP		6/16/2011
11-P0019319	652.50	SCHUELKE RONALD W	Software License and Fees	SP		6/16/2011
11-P0019320	195.00	CA HEAD START ASSOC.	Conference Expenses	SP		6/16/2011
11-P0019321	395.00	CA HEAD START ASSOC.	Conference Expenses	SP		6/16/2011
11-P0019322	469.58	DOUBLETREE SAN DIEGO	Conference Expenses	SP		6/16/2011
11-P0019323	520.00	CA HEAD START ASSOC.	Conference Expenses	SP		6/16/2011
11-P0019324	520.00	CA HEAD START ASSOC.	Conference Expenses	SP		6/16/2011
11-P0019325	469.58	DOUBLETREE SAN DIEGO	Conference Expenses	SP		6/16/2011
11-P0019326	469.58	DOUBLETREE SAN DIEGO	Conference Expenses	SP		6/16/2011
11-P0019327	520.00	CA HEAD START ASSOC.	Conference Expenses	SP		6/16/2011
11-P0019328	19,400.00	SANDY BOYD INC	Buildings - Contracted Svcs	SP	BOND	6/16/2011
* 11-P0019329	380.20	MIDWEST LIBRARY SVC	Library Books	SP		6/16/2011
11-P0019330	17.39	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/16/2011
11-P0019331	232.73	HOME DEPOT	Non-Instructional Supplies	SP		6/16/2011
11-P0019332	82.50	CHRONICLE OF HIGHER ED	Books, Mags & Ref Mat, Non-Lib			6/16/2011
11-P0019333	1,556.21	OXFORD UNIV PRESS	Software License and Fees	SP		6/16/2011
11-P0019334	1,409.40	WE DO GRAPHICS INC	Non-Instructional Supplies	SP		6/17/2011
11-P0019335	950.00	ACADEMIC SENATE FOR	Conference Expenses	SP		6/20/2011
11-P0019336	320.81	ELLEN BAK PHOTOGRAPHY INC	Non-Instructional Supplies			6/20/2011
11-P0019337	132.00	ACT	Non-Instructional Supplies	SP		6/20/2011

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Purchase Order List

06/05/11 thru 07/09/11

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0019338	350.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			6/20/2011
11-P0019339	85.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/20/2011
11-P0019340	1,966.25	BLANKENSHIP, SHARLENE	Contracted Repair Services			6/20/2011
11-P0019341	297.50	SANDY BOYD INC	Contracted Repair Services			6/20/2011
* 11-P0019342	3,012.00	SAN BERNARDINO COUNTY	Instructional Agrmt - Salary			6/20/2011
* 11-P0019343	31,118.45	CITY OF ORANGE	Instructional Agrmt - Salary			6/20/2011
* 11-P0019344	4,609.50	CITY OF CORONA	Instructional Agrmt - Salary			6/20/2011
11-P0019345	1,139.00	STATE OF CALIFORNIA	Fingerprinting			6/20/2011
11-P0019346	2,700.00	AJIKE OMOTARA M	Contracted Services	SP		6/20/2011
11-P0019347	1,500.00	RAUBOLT CONSULTING SVCS INC	Contracted Services			6/20/2011
11-P0019349	1,190.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	6/20/2011
11-P0019350	2,147.00	ORANGE COAST PLUMBING INC	Buildings - Contracted Svcs	SP	BOND	6/20/2011
11-P0019351	6,105.46	SO CALIF EDISON CO	Buildings - Contracted Svcs	SP	BOND	6/20/2011
11-P0019352	11,500.00	CITY OF SANTA ANA	Sites - Contracted Services	SP		6/20/2011
11-P0019353	5,890.64	TYR INC	Buildings - Construction Tests	SP	BOND	6/20/2011
11-P0019354	1,740.00	PROGRESSIVE FLOOR COVERING INC	Building Improvements	SP	BOND	6/20/2011
11-P0019355	780.94	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/20/2011
11-P0019356	313.05	DOUBLETREE SAN DIEGO	Conference Expenses	SP		6/21/2011
11-P0019357	395.00	CA HEAD START ASSOC.	Conference Expenses	SP		6/21/2011
11-P0019358	349.90	ORANGE COAST PLUMBING INC	Contracted Repair Services			6/21/2011
11-P0019359	400.00	ENGRAM REBECCA VANESSA RAINBOW	Contracted Services	SP		6/21/2011
12-P0019360	11,500.00	RAUBOLT CONSULTING SVCS INC	Contracted Services			7/1/2011
11-P0019361	813.48	AAA ELECTRIC MOTOR SALES	Contracted Repair Services			6/21/2011
11-P0019362	3,547.25	FIRST UNITED METHODIST CHURCH	Rental - Facility (Short-term)	SP		6/21/2011
11-P0019363	918.00	MARTINEZ BOOKS AND ART GALLERY	Rental - Facility (Short-term)	SP		6/21/2011
11-P0019364	252.00	THE SALVATION ARMY SO CALIF	Rental - Facility (Short-term)	SP		6/21/2011
11-P0019365	1,533.00	TRINITY CRISTO REY LUTHERAN	Rental - Facility (Short-term)	SP		6/21/2011
11-P0019366	99.51	KELLY PAPER	Non-Instructional Supplies			6/22/2011
11-P0019368	4,973.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			6/23/2011
11-P0019369	2,684.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			6/23/2011
11-P0019370	27,000.00	D7 CONSULTING INC	Buildings - Contracted Svcs	SP	BOND	6/23/2011
11-P0019371	14,000.00	ADKISON ENGINEERS INC	Buildings - Contracted Svcs	SP	BOND	6/23/2011
11-P0019372	35,660.00	LSA ASSOCIATES INC	Buildings - Contracted Svcs	SP	BOND	6/23/2011
11-P0019373	80.00	VU JOHN VH	Conference Expenses	SP		6/23/2011
11-P0019374	395.63	ABSOLUTELY FLOWERS & BALLOONS	Non-Instructional Supplies	SP		6/23/2011

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

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Purchase Order List

06/05/11 thru 07/09/11

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0019375	24,500.00	ADKISON ENGINEERS INC	Buildings - Engineering Costs	SP	BOND	6/23/2011
11-P0019376	800.00	VIET FOOD NETWORK INC	Food and Food Service Supplies	SP		6/23/2011
11-P0019377	1,860.00	DON BOOKSTORE	Non-Instructional Supplies	SP		6/24/2011
* 11-P0019378	22,500.00	ADKISON ENGINEERS INC	Buildings - Contracted Svcs	SP	BOND	6/23/2011
11-P0019380	901.47	PACIFIC SALES	Equipment - All Other > \$1,000	SP		6/28/2011
11-P0019381	120.00	ECOFOC	Conference Expenses	SP		6/29/2011
12-P0019382	2,000.00	DUNN EDWARDS CORP	Non-Instructional Supplies			7/1/2011
12-P0019383	2,000.00	CANDELA CORP	Non-Instructional Supplies			7/1/2011
12-P0019384	300.00	WOODWARD'S ACE HARDWARE	Non-Instructional Supplies			7/1/2011
12-P0019385	2,000.00	HOME DEPOT	Non-Instructional Supplies			7/1/2011
12-P0019386	500.00	JOHNSTONE SUPPLY	Repair & Replacement Parts			7/1/2011
12-P0019387	2,500.00	BURKE ENGINEERING	Repair & Replacement Parts			7/1/2011
12-P0019388	7,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2011
12-P0019389	500.00	AAA ELECTRIC MOTOR SALES	Repair & Replacement Parts			7/1/2011
12-P0019391	7,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/1/2011
12-P0019392	11,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/1/2011
12-P0019393	1,000.00	IRVINE PIPE SUPPLY	Repair & Replacement Parts			7/1/2011
12-P0019394	7,500.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/1/2011
12-P0019395	14,900.00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2011
12-P0019396	5,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/1/2011
12-P0019397	8,000.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2011
12-P0019398	10,000.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2011
12-P0019399	5,000.00	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			7/1/2011
12-P0019400	14,900.00	STATER BROS	Food and Food Service Supplies	SP		7/1/2011
12-P0019401	5,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/1/2011
12-P0019402	12,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2011
12-P0019403	5,000.00	UNISAN PRODUCTS	Non-Instructional Supplies			7/1/2011
12-P0019404	8,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/1/2011
12-P0019405	7,000.00	OFFICE DEPOT BUSINESS SVCS	Food and Food Service Supplies	SP		7/1/2011
12-P0019406	14,900.00	SMART & FINAL	Instructional Supplies	SP		7/1/2011
12-P0019407	1,000.00	WALTERS WHOLESALE ELECTRIC CO	Food and Food Service Supplies	SP		7/1/2011
12-P0019408	2,000.00	GRAINGER	Non-Instructional Supplies			7/1/2011
12-P0019409	10,000.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2011
12-P0019410	1,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/1/2011
12-P0019411	6,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019413	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/1/2011
12-P0019414	4,000.00	CHEVRON	Gasoline			7/1/2011
12-P0019415	100.00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			7/1/2011
12-P0019416	500.00	DAPPER TIRE	Non-Instructional Supplies			7/1/2011
12-P0019417	13,000.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/1/2011
12-P0019418	1,000.00	GRAINGER	Instructional Supplies			7/1/2011
12-P0019419	1,000.00	GRIFFIN ACE HARDWARE	Instructional Supplies			7/1/2011
12-P0019420	1,000.00	RADIO SHACK	Instructional Supplies			7/1/2011
12-P0019421	1,000.00	MAR VAC ELECTRONICS	Instructional Supplies			7/1/2011
12-P0019422	2,000.00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		7/1/2011
12-P0019423	900.00	PROCLEAN INC	Non-Instructional Supplies	SP		7/1/2011
12-P0019424	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/1/2011
11-P0019425	112.31	SCAQMD	Public Agencies' Assess & Fees			6/30/2011
12-P0019426	500.00	HOME DEPOT	Instructional Supplies	SP		7/1/2011
12-P0019427	2,000.00	TROXELL COMM INC	Instructional Supplies			7/1/2011
12-P0019428	1,832.00	UNITED PARCEL SVC	Postage			7/1/2011
12-P0019429	214.40	AMERICAN EXPRESS	Conference Expenses			7/1/2011
11-P0019430	538.32	PATINA CATERING	Conference Expenses			7/1/2011
11-P0019431	660.00	SANDY BOYD INC	Contracted Repair Services	SP		6/30/2011
11-P0019432	725.06	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/30/2011
11-P0019433	1,110.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			6/30/2011
11-P0019434	513.40	JOHNSON CONTROLS	Contracted Repair Services			6/30/2011
11-P0019435	4,838.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			6/30/2011
11-P0019436	328.00	GMS ELEVATOR	Contracted Repair Services			6/30/2011
11-P0019437	2,240.00	FOUNDATION FOR CALIFORNIA	Buildings - Licenses, Taxes	SP		6/30/2011
11-P0019438	460.00	WESTERN POWER SYSTEMS	Contracted Repair Services			6/30/2011
11-P0019439	9,527.00	EL SOL SCIENCE & ART'S	Rental - Facility (Short-term)	SP		6/30/2011
* 11-P0019440	18,495.05	CITY OF WEST COVINA	Instructional Agrmt - Salary			6/30/2011
* 11-P0019441	57,860.25	CITY OF CORONA	Instructional Agrmt - Salary			6/30/2011
* 11-P0019442	11,101.75	CITY OF BREA	Instructional Agrmt - Salary			6/30/2011
* 11-P0019443	21,490.00	CITY OF COSTA MESA	Instructional Agrmt - Salary			6/30/2011
11-P0019444	12,838.70	ATKINSON ANDELSON LOYA RUUD ROMO	Legal Expenses			6/30/2011
12-P0019445	5,500.00	QUARTERMASTER	Non-Instructional Supplies			7/5/2011
12-P0019446	1,200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/5/2011
12-P0019447	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/5/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019448	2,000.00	DAN'S MACHINE REPAIR	Repair & Replacement Parts			7/5/2011
12-P0019449	1,622.16	WELLS FARGO BANK	Conference Expenses			7/5/2011
12-P0019450	5,000.00	PHARMEDIX	Non-Instructional Supplies	SP		7/5/2011
12-P0019451	2,200.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/5/2011
12-P0019452	1,500.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/5/2011
12-P0019453	3,600.00	QUEST DIAGNOSTICS	Non-Instructional Supplies	SP		7/5/2011
12-P0019454	2,250.00	POINT AND CLICK SOLUTIONS INC	Software Support Service	SP		7/5/2011
12-P0019455	1,396.52	FISHER SCIENTIFIC	Instructional Supplies	SP		7/6/2011
12-P0019456	2,848.27	SARGENT WELCH	Instructional Supplies	SP		7/6/2011
11-P0019457	1,757.00	OC CHILDREN'S THERAPUTIC ART CTR	Rental - Facility (Short-term)	SP		6/30/2011
11-P0019458	12,428.83	ORANGE COAST PLUMBING INC	Contracted Repair Services			6/30/2011
11-P0019459	715.69	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			6/30/2011
* 11-P0019460	16,036.50	CITY OF GARDEN GROVE	Instructional Agrmt - Salary			6/30/2011
* 11-P0019461	38,871.00	NEWPORT BEACH FIRE DEPARTMENT	Instructional Agrmt - Salary			6/30/2011
* 11-P0019462	33,946.05	CITY OF ONTARIO	Instructional Agrmt - Salary			6/30/2011
* 11-P0019463	118,333.25	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Salary			6/30/2011
* 11-P0019464	116,340.50	SAN BERNARDINO COUNTY	Instructional Agrmt - Salary			6/30/2011
12-P0019465	1,534.69	IBM	Software Support Service			7/6/2011
11-P0019466	1,050.00	SIGNATURE FLOORING INC	Buildings - Contracted Svcs			6/30/2011
12-P0019467	836.66	SARGENT WELCH	Instructional Supplies	SP		7/6/2011
12-P0019468	179,633.00	BEN'S ASPHALT INC	Buildings - Contracted Svcs	SP	BOND	7/6/2011
12-P0019469	950.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			7/6/2011
12-P0019470	500.00	GRAINGER	Non-Instructional Supplies			7/6/2011
12-P0019471	489.91	TRIARCH INC	Instructional Supplies	SP		7/6/2011
12-P0019472	14,000.00	GRAINGER	Non-Instructional Supplies			7/7/2011
12-P0019473	1,147.20	RAIN MASTER IRRIGATION SYSTEM	Maint/Oper Service Agreements			7/7/2011
12-P0019474	2,000.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		7/7/2011
12-P0019475	939.66	ORACLE CORP	Maint Contract - Other Equip	SP		7/7/2011
12-P0019476	255.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			7/7/2011
12-P0019477	450.00	ANDREW C. HANSON	Conference Expenses			7/7/2011
12-P0019478	500.00	MOORE MEDICAL CORP	Non-Instructional Supplies	SP		7/7/2011
12-P0019479	1,400.00	SANOFI PASTEUR	Non-Instructional Supplies	SP		7/7/2011
12-P0019480	8,500.00	BURKE ENGINEERING	Repair & Replacement Parts			7/7/2011
12-P0019481	6,000.00	IMPERIAL PRODUCTS INC	Repair & Replacement Parts			7/7/2011
12-P0019483	437.50	ORANGE COUNTY REGISTER	Advertising	SP		7/8/2011

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12-P0019484	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2011
12-P0019485	1,800.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2011
12-P0019486	100.00	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		7/8/2011
12-P0019487	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2011
12-P0019488	399.00	FRED PRYOR SEMINARS	Conference Expenses	SP		7/8/2011
12-P0019489	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2011
12-P0019490	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2011
12-P0019491	800.00	STATER BROS	Food and Food Service Supplies	SP		7/8/2011
12-P0019492	5,500.00	HERFF JONES INC.	Non-Instructional Supplies	SP		7/8/2011
12-P0019493	2,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/8/2011
12-P0019494	300.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			7/8/2011
12-P0019495	147.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			7/8/2011
12-P0019496	14,000.00	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			7/8/2011
12-P0019498	10,449.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services			7/8/2011
12-P0019499	6,000.00	DUNN EDWARDS CORP	Non-Instructional Supplies			7/8/2011
12-P0019500	1,200.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/8/2011
12-P0019501	4,500.00	HD SUPPLY PLUMBING/HVAC LTD	Repair & Replacement Parts			7/8/2011
12-P0019502	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2011
12-P0019503	219.27	GALE GROUP	Library Books			7/8/2011
12-P0019504	7,000.00	IRVINE PIPE SUPPLY	Non-Instructional Supplies			7/8/2011
12-P0019505	14,000.00	WATERLINE TECHNOLOGIES	Non-Instructional Supplies			7/8/2011
12-P0019506	3,000.00	WELLS FARGO BANK	Conference Expenses			7/8/2011
12-P0019507	600.00	ALBERTSON'S	Instructional Supplies	SP		7/8/2011
12-P0019508	3,250.00	STERICYCLE INC	Hazardous Materials Removal			7/8/2011
12-P0019509	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2011
12-P0019510	500.00	HOME DEPOT	Non-Instructional Supplies			7/8/2011
12-P0019511	2,720.00	HOME DEPOT	Non-Instructional Supplies			7/8/2011
12-P0019512	1,000.00	US SHOP TOOLS	Instructional Supplies			7/8/2011
12-P0019513	1,500.00	SHIFFLER EQUIPMENT SALES INC	Non-Instructional Supplies			7/8/2011
12-P0019514	3,300.00	TEAM ONE MANAGEMENT	Non-Instructional Supplies	SP		7/8/2011
12-P0019515	96.96	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2011
12-P0019516	6,549.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/8/2011
11-P0019517	1,220.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			6/30/2011
11-P0019518	806.00	WESTERN POWER SYSTEMS	Contracted Repair Services			6/30/2011
* 11-P0019519	3,500.00	CITY OF COSTA MESA	Instructional Agrmt - Salary			6/30/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 11-P0019520	27,127.90	CHINO VALLEY INDEPENDENT	Instructional Agmt - Salary			6/30/2011
* 11-P0019521	5,754.05	CITY OF MONTCLAIR	Instructional Agmt - Salary			6/30/2011
12-P0019522	4,128.00	DELL COMPUTER	Maint Contract-Data Processing			7/8/2011
12-P0019523	7,000.00	REGENCY LIGHTING	Non-Instructional Supplies			7/8/2011
12-P0019524	750.00	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		7/8/2011
11-P0019554	28,500.00	VICENTI LLOYD STUTZMAN	Audit			6/30/2011
11-P0019625	391.00	THE WRIGHT GROUP INC	Legal Expenses			6/30/2011
11-P0019626	975.00	STUDENT INSURANCE	All Risk/Athletic Insurance			6/30/2011
11-P0019633	11,934.00	JOHNSON CONTROLS	Contracted Repair Services	SP		6/30/2011
11-P0019637	484.44	WEST COAST WATER SVC	Non-Instructional Supplies			6/30/2011
* 11-P0019661	5,590.80	AMPCO CONTRACTING INC	Contracted Repair Services			6/30/2011
11-P0019673	3,471.78	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		6/30/2011
11-P0019674	1,724.00	DON BOOKSTORE	Instructional Supplies	SP		6/30/2011
11-P0019675	6,861.53	SIMS ORANGE WELDING SUPPLY	Instructional Supplies	SP		6/30/2011
11-P0019676	2,768.05	DIX METALS	Instructional Supplies	SP		6/30/2011
11-P0019677	6,929.40	BENNER METALS CORP	Instructional Supplies	SP		6/30/2011
11-P0119323	4,200.00	ORANGE COUNTY SHERIFF CORONER	Instructional Agreements	SP		6/15/2011
11-P0119324	53,588.25	SANTA ANA UNIFIED SCHOOL DIST	Rental - Facility (Short-term)	SP		6/21/2011
11-P0119325	5,637.10	OUR LADY OF THE PILLAR CHURCH	Rental - Facility (Short-term)	SP		6/21/2011
11-P0119326	25,000.00	SANTA ANA UNIFIED SCHOOL DIST	Contracted Services	SP		6/30/2011
12-P0129010	48,719.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service			7/1/2011
12-P0129011	26,200.00	CUSTOMIZED SUPPORT SVCS INC	Software Support Service			7/1/2011
12-P0129012	221,262.00	FOUNDATION FOR CALIFORNIA	Software Support Service			7/1/2011
12-P0129013	54,186.00	ITPI	Software Support Service			7/1/2011
12-P0129014	11,330.68	ECS IMAGING INC	Software Support Service			7/1/2011
12-P0129015	72,000.00	SECTORPOINT INC	Software Support Service			7/1/2011
12-P0129016	60,000.00	SECTORPOINT INC	Software Support Service			7/1/2011
12-P0129017	13,271.85	PLATO LEARNING INC	Software Support Service			7/1/2011
12-P0129018	153,311.98	HEWLETT PACKARD CO	Software Support Service			7/1/2011
12-P0129019	44,270.00	DATATEL INC	Software Support Service			7/1/2011
12-P0129020	94,117.58	NEXUS IS INC	Software Support Service			7/1/2011
12-P0129021	4,095.00	ROC SOFTWARE SYSTEMS INC	Software Support Service			7/1/2011
12-P0129022	1,082.00	EVISIONS	Software Support Service			7/1/2011
12-P0129023	21,573.21	PERCEPTIVE SOFTWARE INC	Software Support Service			7/1/2011
12-P0129024	2,450.00	CARD INTEGRATORS INC	Software Support Service			7/1/2011

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Purchase Order List
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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0129025	273,959.00	DATATEL INC	Software Support Service			7/1/2011
12-P0129026	5,150.00	CUSTOMIZED SUPPORT SVCS INC	Software Support Service			7/1/2011
12-P0129027	24,000.00	SANTORA PARTNERS LLC	Lease Agreement - Facility			7/7/2011
12-P0129028	42,196.56	LIGHT OF THE CANYON U M C	Lease Agreement - Facility	SP		7/7/2011
12-P0129029	18,356.99	EX LIBRIS USA INC	Software Support Service			7/7/2011
12-P0129030	53,155.00	ST PETER EVANGELICAL	Lease Agreement - Facility	SP		7/7/2011
* 12-P0129031	82,820.00	SER JOBS FOR PROGRESS	Instructional Agreements			7/8/2011
* 12-P0129032	311,080.00	SER JOBS FOR PROGRESS	Instructional Agreements			7/8/2011

Grand Total: \$3,865,276.72

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 5, 2011 THROUGH JULY 9, 2011
BOARD MEETING OF JULY 25, 2011**

P.O. #	Amount	Description	Department	Comment
11-P0019247	\$17,310.10	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: December 8, 2008
11-P0019249	\$18,788.80	Instructional training for Fire Technology courses for Spring 2011	SAC-Fire Technology	Board approved: March 10, 2008
11-P0019254	\$23,129.05	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: May 27, 2008
11-P0019256	\$36,913.25	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: January 22, 2008
11-P0019264	\$15,582.60	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: December 10, 2007
11-P0019265	\$40,506.75	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: November 19, 2007
11-P0019267	\$18,488.25	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: November 19, 2007
11-P0019268	\$24,634.60	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: February 4, 2008
11-P0019270	\$37,626.03	Landscape maintenance of parkways and medians surrounding Santiago Canyon College	SCC-Administrative Services	Board approved: June 25, 2007
11-P0019285	\$18,984.97	DSA plan check fees related to the parking lot and street improvement projects at Santa Ana College	DO-Facility Planning	

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 5, 2011 THROUGH JULY 9, 2011
BOARD MEETING OF JULY 25, 2011**

P.O. #	Amount	Description	Department	Comment
11-P0019286	\$31,256.41	DSA plan check fees related to the Athletic field improvement project at Santa Ana College	DO-Facility Planning	
11-P0019290	\$100,000.00	Deposit for bulk mail permit #134	SAC-Mailroom	
11-P0019291	\$100,000.00	Deposit for metered mail	SAC-Mailroom	
11-P0019302	\$15,700.00	Architectural services related to portable classrooms at Santa Ana College campus	DO-Facility Planning	
11-P0019307	\$33,402.30	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: February 4, 2008
11-P0019308	\$31,858.65	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: December 10, 2007
11-P0019311	\$18,633.10	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: May 10, 2010
11-P0019328	\$19,400.00	Data Center upgrades at the Cesar Chavez building at Santa Ana College	DO-Facility Planning	Bid #1177 Board approved: May 23, 2011
11-P0019343	\$31,118.45	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: January 22, 2008
11-P0019370	\$27,000.00	Forensic analysis of roof at Santiago Canyon College - Maintenance & Operations building	DO-Facility Planning	Board approved: June 20, 2011
11-P0019372	\$35,660.00	Environmental consulting services to complete an addendum to the Environmental Impact Report (EIR) originally completed in 2005	DO-Facility Planning	Board approved: June 20, 2011

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 5, 2011 THROUGH JULY 9, 2011
BOARD MEETING OF JULY 25, 2011**

P.O. #	Amount	Description	Department	Comment
11-P0019375	\$24,500.00	Additional surveying services for the Humanities building at Santiago Canyon College	DO-Facility Planning	Board approved: June 20, 2011
11-P0019378	\$22,500.00	Additional surveying services for the Athletic & Aquatic Complex at Santiago Canyon College	DO-Facility Planning	Board approved: June 20, 2011
11-P0019440	\$18,495.05	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: June 30, 2008
11-P0019441	\$57,860.25	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: May 27, 2008
11-P0019443	\$21,490.00	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: December 10, 2007
11-P0019460	\$16,036.50	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: February 4, 2008
11-P0019461	\$38,871.00	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: April 21, 2008
11-P0019462	\$33,946.05	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: May 12, 2008
11-P0019463	\$118,333.25	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: May 12, 2008
11-P0019464	\$116,340.50	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: March 10, 2008
11-P0019520	\$27,127.90	Instructional training for Fire Technology courses for Fall 2010	SAC-Fire Technology	Board approved: April 7, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 5, 2011 THROUGH JULY 9, 2011
BOARD MEETING OF JULY 25, 2011**

P.O. #	Amount	Description	Department	Comment
11-P0019554	\$28,500.00	Interim billing for financial and compliance audit services	DO-Business Operations/Fiscal Services	Board approved: February 22, 2010
11-P0119324	\$53,588.25	Rental of classroom facilities in various sites of SAUSD for Spring 2011	CEC	Board approved: November 20, 2006
11-P0119326	\$25,000.00	Subcontract agreement related to Arches Multiple Pathways	SAC-Student Services	Board approved: May 26, 2009
12-P0019468	\$179,633.00	Parking lot #1, 9, & 11 and Pacific Avenue Street Improvements at Santa Ana College	DO-Facility Planning	Board approved: June 20, 2011
12-P0129010	\$48,719.00	Annual renewal for various software support and licenses	DO-ITS	Board approved: June 20, 2011
12-P0129011	\$26,200.00	Annual maintenance renewal for Powerware UPS for District Office, Orange Education Center, Santiago Canyon College and Digital Media Center	DO-ITS	Board approved: June 20, 2011
12-P0129012	\$221,262.00	Annual license renewal for software upgrades and support for Blackboard ASP distance learning package	DO-ITS	Board approved: June 20, 2011
12-P0129013	\$54,186.00	Annual license renewal for various District software applications	DO-ITS	Board approved: June 20, 2011
12-P0129015	\$72,000.00	Annual renewal for Remote Service Provision (RSP) for District websites	DO-ITS	Board approved: June 20, 2011
12-P0129016	\$60,000.00	Annual software support for Dynamic Web Suite for Santa Ana College, Santiago Canyon College and District websites and District intranet	DO-ITS	Board approved: June 20, 2011

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 5, 2011 THROUGH JULY 9, 2011
BOARD MEETING OF JULY 25, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0129018	\$153,311.98	Annual renewal for hardware/software maintenance and support services for HP servers and related products	DO-ITS	Board approved: June 20, 2011
12-P0129019	\$44,270.00	Annual maintenance and license renewal for third party software and E-commerce Official Payment software	DO-ITS	Board approved: June 20, 2011
12-P0129020	\$94,117.58	Annual renewal for Cisco Smartnet maintenance service	DO-ITS	Board approved: June 20, 2011
12-P0129023	\$21,573.21	Annual maintenance and support for ImageNow licenses	DO-ITS	Sole Source Board approved: February 22, 2011
12-P0129025	\$273,959.00	Annual maintenance and license renewal for Colleague (Core, Student, H/R and Financial modules)	DO-ITS	Board approved: June 20, 2011
12-P0129027	\$24,000.00	Lease of facility located at 207 North Broadway, Suite Q, Santa Ana, CA 92706	SAC-Fine & Performing Arts	Board approved: May 23, 2011
12-P0129028	\$42,196.56	Lease of facility located at 101 South Chaparral Court, Anaheim, CA 92808	OEC	Board approved: April 16, 2007
12-P0129029	\$18,356.99	Annual Voyager software maintenance for the online library system	SAC-Library	Board approved: June 20, 2011
12-P0129030	\$53,155.00	Facility lease/rental located at 1510 North Parton Street, Santa Ana, CA 92706	DO-Child Development Services	Board approved: June 20, 2011
12-P0129031	\$82,820.00	Instructional agreement for vocational skills training	CEC	Board approved: May 23, 2011
12-P0129032	\$311,080.00	Instructional agreement for basic skills training	CEC	Board approved: May 23, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Renewal Agreement with Greentree Systems, Inc.	
Action:	Request for Action	

BACKGROUND

The district currently utilizes iGreentree, a web-based and remotely hosted software system, for the management of its recruitment and applicant tracking data. iGreentree was selected and implemented four years ago after a thorough search process was undertaken to find the most cost effective system meeting the district's requirements.

ANALYSIS

iGreentree has proven to be a successful and cost effective system for district HR operations; and the vendor, Greentree Systems, Inc., has demonstrated consistently high levels of customer support and excellent responsiveness to the district's needs.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor or his designee to execute the agreement with Greentree Systems, Inc. which renews the existing agreement for an additional 48 months.

Fiscal Impact:	\$17,167	Board Date: July 25, 2011
Prepared by:	John Birk, Project Manager	
Submitted by:	John Didion, Executive Vice-Chancellor of Human Resources and Educational Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	



**Addendum to GREENTREE HOSTED SERVICES AGREEMENT signed
September 15, 2006**

7/20/2011

This Addendum modifies the GREENTREE HOSTED SERVICES AGREEMENT between Rancho Santiago Community College District (CUSTOMER), and Greentree Systems, Inc., 1686 Dell Avenue, Campbell, CA 95008 (GREENTREE).

This Addendum extends the Greentree Hosted Services Agreement through June 30, 2015.

Expiration of Offer:

The pricing in this Addendum to the Hosted Services Agreement is valid only if signed by both parties by August 19, 2011.

Term:

The existing Hosted Services Agreement is being extended from June 30, 2011, through June 30, 2015, and will be extended thereafter for successive annual terms until an authorized officer of CUSTOMER provides 90 days written notice of termination to Greentree Systems, Inc.

Payments:

The cost of Hosted Services shall be \$17,167 annually, for three concurrent HR Users, payable at the beginning of each twelve month period, with the first quarterly payment due on: 6/30/2011.

This Addendum is accepted.

Greentree Systems, Inc.

Rancho Santiago Community College District

Print name

Print name

Accepted Date

Accepted Date

1686 Dell Ave.
Campbell, CA 95008
Phone: (408) 379-1410
Fax: 408-608-1977



GREENTREE HOSTED SERVICES AGREEMENT

This GREENTREE HOSTED SERVICES Agreement is entered into by and between Greentree Systems, Inc., 3131 Bascom Avenue South, Suite 200, Campbell, CA 95008 (hereinafter "GREENTREE") and **Rancho Santiago Community College District**, whose address is 2323 N. Broadway, Santa Ana, CA 92706, (hereinafter "CUSTOMER"), hereinafter referred to as "this Agreement".

Under the terms of this Agreement, GREENTREE shall provide to CUSTOMER, hosted services as more fully described in Schedule A.


This Agreement consists of a Schedule of Services attached as Schedule A and the Terms and Conditions attached as Schedule B. The Agreement shall become effective when signed below by both the CUSTOMER and GREENTREE, and both Schedules A and B have been initialed by both parties. Any future revised Schedule A which shall become a part of this Agreement or any amendment thereto, must be initialed by both parties and dated in order to become effective and binding.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT THIS AGREEMENT TOGETHER WITH THE ABOVE REFERENCED SCHEDULES IS THE SOLE AND EXCLUSIVE STATEMENT OF OUR AGREEMENT AND SUPERSEDES ALL OTHER ORAL AND WRITTEN COMMUNICATIONS AND UNDERSTANDINGS REGARDING THE SUBJECT MATTER HEREOF. YOU ALSO AGREE THAT YOU WILL BE RESPONSIBLE FOR COMPLYING WITH ALL STATE AND FEDERAL LAWS PERTAINING TO THE USE AND DISCLOSURE OF ANY DATA OR SOFTWARE.

Accepted:  Approved: _____

CUSTOMER - _____ GREENTREE Representative

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

Date:  Date: _____

Contract No. _____

SCHEDULE B

TERMS AND CONDITIONS

1. GRANT OF LICENSE

GREENTREE hereby grants to CUSTOMER for a specified 48 months, a non-exclusive, and non-transferable remote computing license to its on-line services as identified in Schedule A, which are installed on a GREENTREE hosted server, subject to the terms and conditions set forth in this Schedule B.

2. TERM OF AGREEMENT

The term of this Agreement shall be for an initial 48-month term as specified in Schedule A. However, during the first 12 months either party may cancel or terminate this Agreement without cause upon 90 days prior written notice given to the other party. Upon the natural expiration of the initial minimum term, at the option of the CUSTOMER, to be exercised in writing, this Agreement may either be: (1) renewed for an additional minimum term; or (2) terminated by the CUSTOMER upon three (3) months advance written notice.

3. SERVICE FEES

All payment terms are net thirty (30) days from receipt of invoice. A late fee of one and one-half percent (1.5%) per month will be applied to the late payment. Upon three (3) months advance written notice, GREENTREE may revise its charges for additional services or support not included in the minimum term Service Agreement, and/or its Service Fees after expiration of the minimum term of this Agreement. In the event CUSTOMER fails to pay any invoice when due, GREENTREE at its option, and in addition to any other remedies it may have, terminate this Agreement upon thirty (30) days prior written notice; provided however, such termination shall not be effective if such failure is cured within the fifteen (15) day notice period.

4. GREENTREE SERVICES

GREENTREE shall provide those services designated by CUSTOMER which are listed in Schedule A, in a timely manner, using its best efforts to meet CUSTOMER'S internal operating requirements, but GREENTREE shall not be responsible for delays in processing attributable to causes beyond its reasonable control. In the event that any existing services are discontinued or modified, written notice of that effect, will be sent to the CUSTOMER at least sixty (60) days prior to such change. CUSTOMER'S database will be available on a seven (7) days a week basis, except for scheduled downtime specified in Schedule A, and subject to Internet access availability, Force Majeur, or other events or occurrences beyond the reasonable control of GREENTREE.

5. GREENTREE'S PROPRIETARY RIGHTS

The on-line services, including any GREENTREE proprietary software, and the related documentation, contain confidential unpublished information which is protected by copyright and trade secret laws, and is the property of GREENTREE. GREENTREE'S proprietary rights do not extend to CUSTOMER'S data-source documents or processed output.

6. CUSTOMER'S DATA

A. Delivery - CUSTOMER will be responsible for its data and media while in transit to or from GREENTREE. GREENTREE may refuse to process any data which in its opinion is either not of a quality or condition suitable for processing or which is otherwise not in proper machine-readable form.

B. Warranty of Service - GREENTREE agrees to exercise reasonable care in processing CUSTOMER'S data; however it cannot guarantee freedom from loss of data nor damage to media, which are inherent in data processing. GREENTREE will restore at no charge, any lost data arising from malfunction of its equipment or from failure of its services; provided that GREENTREE had such lost data on back-up. Otherwise, GREENTREE will not be liable to CUSTOMER for lost data.

C. Confidentiality - GREENTREE shall maintain in confidence all data and materials furnished by CUSTOMER for processing under this Agreement, and GREENTREE will not divulge such data or materials to any third person, nor use such information for any purpose whatsoever, except as provided hereunder. Password protection designed to restrict unauthorized access to CUSTOMER'S data and materials shall be provided; however, it is acknowledged by CUSTOMER that access restrictions are capable of bypass and GREENTREE does not guarantee that such data and materials cannot be accessed by unauthorized persons.

Accepted by: BA Customer's Initials

Accepted by: _____ Greentree's Initials

D. Return of Data - Upon termination of this Agreement, GREENTREE will compile and return CUSTOMER'S data and materials on computer readable media, at a charge based upon GREENTREE'S then current time and materials rate.

7. INFRINGEMENT

In the event that the on-line services or related documentation infringes the U.S. copyright or trade secrets of a third person, or such infringement is alleged in a law suit filed in a court of law, GREENTREE, will, at its option either obtain for CUSTOMER the right to continue using such services or documentation, or modify same so that it is no longer infringing, or terminate this Agreement. The foregoing is the sole and exclusive liability of GREENTREE for infringement of copyrights or trade secrets.

8. LIMITATION OF LIABILITY

Neither party shall be liable to the other party or any third person on account of any errors, omissions, delays or losses except those created by that party's gross negligence or willful misconduct. IN NO EVENT SHALL either party BE LIABLE TO the other party FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF that party HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. MAXIMUM LIABILITY FOR DIRECT DAMAGES SHALL IN NO EVENT EXCEED THE LAST SIX MONTH'S SERVICE FEES PAID UNDER THIS AGREEMENT.

9. GENERAL

TAXES - Any taxes arising out of this Agreement, except those taxes imposed upon the income of GREENTREE, shall be paid by CUSTOMER. If GREENTREE pays such taxes, CUSTOMER agrees to reimburse GREENTREE upon being invoiced for same.

DISPUTE RESOLUTION - In the event of a dispute between the parties arising under the Agreement, such dispute shall be exclusively resolved by binding arbitration under the rules and regulations as promulgated by the American Arbitration Association. The arbitration shall be held in Santa Clara County, California, if the CUSTOMER is the petitioner. If GREENTREE is the petitioner, the venue shall be that county where the CUSTOMER maintains its principal office. The cost of arbitration shall be equally shared, but each party shall bear their own legal and travel expenses.

GOVERNING LAW - This Agreement shall be governed by the laws of California. Any term of this Agreement found to contravene the governing law will be deleted without affecting the remaining terms.

NOTICES - All notices or other communications to be given under this Agreement shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, or by facsimile. All notices shall be effective upon their receipt by the party to whom they are addressed.

STATUTE OF LIMITATIONS - No legal action arising out of this Agreement may be commenced by the CUSTOMER more than one year after the cause of action has accrued.

WAIVER - Any waiver by GREENTREE of a breach of this Agreement shall not constitute a waiver of any subsequent breach.

COMPLETE AGREEMENT AND MODIFICATION - This Agreement is the complete agreement between the parties and supersedes any prior oral or written understandings. This Agreement may only be modified or amended by a written agreement signed by authorized representatives of both parties hereto.

TRAVEL AND LIVING EXPENSES - All reasonable and necessary travel and living expenses incurred by GREENTREE personnel in connection with performance of GREENTREE'S obligations hereunder shall be payable by Customer within thirty (30) days of receipt of GREENTREE'S invoice containing such expenses and copies of receipts for airfare, car rental, shuttle, taxi, parking, lodging and other incidental expenses incurred (meal receipts excluded). Mileage will be reimbursed at the IRS standard rate. GREENTREE agrees to use coach air travel, compact car rentals when available, and lodging at mutually agreed upon facilities. GREENTREE agrees to use the lesser of actual expenses or \$42 per day for meal for the Term of this Agreement, including renewal periods.

Accepted by: Customer's Initials

Accepted by Greentree's Initials

Schedule A

Modules being Licensed		Term of License (Months)	Annual Fee*
IGreentree:	N	Resume Processing:	N
IGreentree Express:	Y	Candidate Self Service:	Y
Number of ScanStations:	0	Hiring Manager:	Y
		Number of people to be trained:	5
		Trade In credit applied:	

* Annual Fee Includes Term License to software, Software Maintenance & Support, Hosting Fees, regular backups, Version updates and feature enhancements, documentation and updates, addition/deletion of usernames, and 10 hours per month of system administration

Implementation Services

Pre-Implementation Planning Meeting		\$750
<input type="checkbox"/> 1	half-day WebDemo/Telephone session(s), to review applicant workflow, tailoring requirements and system administration.	
Tailoring of IGreentree		included
	Includes custom labeling of five coded fields, five date fields, five text fields on the applicant form and custom labeling of five coded fields, five date fields, and five text fields on the requisition form.	
Tailoring of Candidate Self Service (Includes 2 CSS webs)		2,500
	Each website includes organization graphic/logo placement in header, customization of specified CSS text (Welcome verbiage, Information Acknowledgement Statement, and Pass & Fail Confirmation messages), creation of up to 8 Browse categories w/ graphics, and the hiding of any application sections that are not needed.	
Tailoring of Hiring Manager Module		1,500
	Label 5 text, 5 coded and 5 date fields on requisition submittal form to match fields on requisition form. Also add logo and colors of customer.	
Web-based Training		NA
<input type="checkbox"/> 0	Half-days of remote training (web-based, talking with instructor by telephone.) Maximum of 5 workstations per session. \$750 per half-day.	
On-site Training		3,500
<input type="checkbox"/> 2	days, excluding travel expenses. (First day is \$2,000; each consecutive day is \$1,500.)	
Total Implementation Services		\$8,250

Notes

1. Training may be delivered via a combination of on-site and web-based sessions. Custom on-site training is priced at \$2,000 for the first day plus \$1,500 for each consecutive day. Web-based training is \$750 per half-day and up to 5 students may attend each session.
2. First Annual Fee is due with signed agreement. Thereafter, Annual Fee will be billed and due at the beginning of each 12-month period. Fees for implementation Services will be billed and due when delivered.
3. One User Manual is included with the system. Additional hardcopy manuals are available for \$40.00 each. An electronic version of the User Manual will be provided to Licensee for internal use, including the printing of hardcopy manuals.
4. Hosted Services are available 24 hours a day, except for occasional downtime for administration.
5. 25% of Annual Fee may be credited toward purchase of the IGreentree System Perpetual License, up to a maximum of 50% of Greentree's then current License Fee.
6. Licensee may add concurrent users at any time; the annual fee for each add'l user will be: \$1,255
7. For Licensee to create your own new reports, Licensee must license one desktop copy of Crystal Reports. (Alternately, Licensee can contract Greentree to write custom reports.)
8. Travel and per diem to be invoiced at cost. Per diem will not exceed \$42.00/day. Air travel will be economy class.
9. Late payments are subject to a Late Fee of 1.5% per month.
10. Price effective provided Annual Fee is received by 10/13/06

Accepted by: Customer's Initials
 Accepted by: Greentree's Initials

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1.	Business Entrepreneurship Center (BEC) - HUB (District) Grant award from the California Community Colleges Chancellor's Office to expand the capacity of the BEC initiative network through advocacy and marketing, fostering strategic collaborations and partnerships among college, businesses, industry and government, and serving as a resource center for best practices, grant information, and curriculum for colleges. (11/12)	7/1/2011	\$100,000
2.	Business Entrepreneurship Centers Statewide Leadership (District) Grant award from the California Community Colleges Chancellor's Office to assist in providing system-wide economic and workforce development opportunities. (11/12)	7/1/2011	\$172,500
3.	Math, Engineering and Science Achievement (MESA) Program - (SAC) Annual funds from the California Community Colleges Chancellor's Office to continue the existing MESA program, which provides academic, enrichment activities, and support services to for eligible science, mathematics, computer science, and engineering students, in order to increase the number of disadvantaged students who transfer to college/university programs. (11/12)	7/1/2011	\$50,500
4.	VATAP (Vietnamese American Technical Assistance Program) (District) - Year 2 of 2 Year two award from Wells Fargo Bank to the Orange County Small Business Development Center to expand its no-cost business consulting services and low-cost training seminars on specialized industries to low-income and disabled Vietnamese Americans in the Vietnamese language. (11/12)	5/19/2011	\$50,000

Fiscal Impact: \$373,000	Board Date: July 25, 2011
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Item Recommended by: Dr. Raúl Rodríguez, Chancellor	

RECOMMENDATION

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

Fiscal Impact: \$373,000	Board Date: July 25, 2011
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Item Recommended by: Dr. Raúl Rodríguez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2XXX
NAME: Business Entrepreneurship Center HUB - District
FISCAL YEAR: 2011/2012

CONTRACT TERM: 7/1/11 - 6/30/12
 CONTRACT AMOUNT: \$100,000
 CONTRACT NO.: 11-315-033

PROJ ADM: Enrique Perez
 PROJ DIR: Michael Roessler

DATE: 7/15/11

GL Account String					New Budget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	2XXX	000000	50000	8659	Other Reimb Categorical All		100,000
12	2XXX	672000	50000	5865	Indirect Costs : District 0	3,846	
12	2XXX	675000	53365	5210	Conference Expenses : Busin	5,000	
12	2XXX	684000	53345	2130	Classified Employees : Villaseñor, Francisco @ 46%	21,454	
12	2XXX	684000	53345	3215	PERS - Non-Instructional :	2,446	
12	2XXX	684000	53345	3315	OASDHI - Non-Instructional	1,367	
12	2XXX	684000	53345	3325	Medicare - Non-Instructiona	320	
12	2XXX	684000	53345	3415	H & W - Non-Instructional :	8,340	
12	2XXX	684000	53345	3435	H & W - Retiree Fund Non-In	221	
12	2XXX	684000	53345	3515	SUI - Non-Instructional : R	355	
12	2XXX	684000	53345	3615	WCI - Non-Instructional : R	530	
12	2XXX	684000	53345	3915	Other Benefits - Non-Instru	621	
12	2XXX	684000	53365	4610	Non-Instructional Supplies	5,000	
12	2XXX	684000	53365	5100	Contracted Services : Busin	45,000	
12	2XXX	684000	53365	5925	Postage : Business Entrepre	500	
12	2XXX	684000	53365	5940	Reproduction/Printing Expen	5,000	
					Total - #2XXX BEC HUB	100,000	100,000

6.1 (3)

SPECIAL PROJECT DETAILED BUDGET #2XXX
NAME: BEC Statewide Leadership - District
FISCAL YEAR: 2011/2012

CONTRACT TERM: 7/1/11 - 6/30/12
 CONTRACT AMOUNT: \$172,500
 CONTRACT NO.: 11-317-035

PROJ ADM: Enrique Perez
 PROJ DIR: Michael Roessler

DATE: 7/15/11

GL Account String					New Budget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	2XXX	000000	50000	8659	Other Reimb Categorical All		172,500
12	2XXX	672000	50000	5865	Indirect Costs : District 0	6,635	
12	2XXX	675000	53365	5210	Conference Expenses : Busin	3,713	
12	2XXX	684000	53365	2110	Classified Management : Roessler, Michael @ 100%	106,296	
12	2XXX	684000	53365	3215	PERS - Non-Instructional :	12,118	
12	2XXX	684000	53365	3315	OASDHI - Non-Instructional	6,590	
12	2XXX	684000	53365	3325	Medicare - Non-Instructiona	1,541	
12	2XXX	684000	53365	3415	H & W - Non-Instructional :	25,781	
12	2XXX	684000	53365	3435	H & W - Retiree Fund Non-In	1,063	
12	2XXX	684000	53365	3515	SUI - Non-Instructional : B	1,711	
12	2XXX	684000	53365	3615	WCI - Non-Instructional : B	2,552	
12	2XXX	684000	53365	3915	Other Benefits - Non-Instru	0	
12	2XXX	684000	53365	4610	Non-Instructional Supplies	2,000	
12	2XXX	684000	53365	5540	Mobile Phones : Business En	900	
12	2XXX	684000	53365	5560	Telephone & Pager Services	1,600	
					#2XXX - BEC Statewide Leadership	172,500	172,500

6.1 (4)

SPECIAL PROJECT DETAILED BUDGET #2470
NAME: MESA (Math, Engineering and Science Achievement) - Santa Ana College
FISCAL YEAR 2011/2012

CONTRACT PERIOD: 07/01/11 - 06/30/2012

PROJ ADM: Micki Bryant
 PROJ DIR: Catherine Shaffer

CONTRACT AWARD: \$ 50,500

CONTRACT #: 11-101-016

Date: 7/15/2011

GL ACCOUNT				Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit
11	0000	000004	10000	1110	Contract Instructor : SAC		141,602		73,055
11	0000	000004	10000	2130	Classified Employees : SAC		30,022		30,022
11	0000	000004	10000	3415	H & W - Non-Instructional :		73,372		62,304
11	2470	633000	15340	1250	Contract Coordinator : MESA Shaffer, Catherine @ 75%	133,966		73,055	
11	2470	633000	15340	1430	Part-Time Counselors : MESA	7,636		0	
11	2470	633000	15340	2130	Classified Employees : MESA Lohmann, Suzanne @ 50% (match)	30,022		30,022	
11	2470	633000	15340	3115	STRS - Non-Instructional : MESA	0		6,027	
11	2470	633000	15340	3215	PERS - Non-Instructional : MESA	14,197		6,845	
11	2470	633000	15340	3315	OASDHI - Non-Instructional : MESA	8,200		3,806	
11	2470	633000	15340	3325	Medicare - Non-Instructional : MESA	1,918		1,963	
11	2470	633000	15340	3415	H & W - Non-Instructional : MESA	40,143		34,592	
11	2470	633000	15340	3435	H & W - Retiree Fund Non-Inst : MESA	1,323		1,354	
11	2470	633000	15340	3515	SUI - Non-Instructional : MESA	2,129		2,180	
11	2470	633000	15340	3615	WCI - Non-Instructional : MESA	3,174		3,249	
11	2470	633000	15340	3915	Other Benefits - Non-Instructional : MESA	2,288		2,288	
					#2470 - MESA (Match)	244,996	244,996	165,381	165,381
								85,844	85,844

SPECIAL PROJECT DETAILED BUDGET #2470
NAME: MESA (Math, Engineering and Science Achievement) - Santa Ana College
FISCAL YEAR 2011/2012

CONTRACT PERIOD: 07/01/11 - 06/30/2012

CONTRACT AWARD: \$ 50,500

PROJ ADM: Micki Bryant
 PROJ DIR: Catherine Shaffer

CONTRACT #: 11-101-016

Date: 7/15/2011

GL ACCOUNT				Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit
12	2470	000000	10000	8659	Other Reimb Categorical Allow : Santa Ana Co		48,558		
12	2470	000000	50000	8659	Other Reimb Categorical Allow : District Ope		1,942		
12	2470	170100	15340	2420	Inst Assistant - Hourly : MESA Espitia, Franciscos Magana Sandoval, Fabian	8,008		8,008	0
12	2470	170100	15340	3321	Medicare - Instructional : MESA	116		116	0
12	2470	170100	15340	3331	PARS - Instructional : MESA	104		104	0
12	2470	170100	15340	3431	H & W - Retiree Fund Inst : MESA	80		80	0
12	2470	170100	15340	3511	SUI - Instructional : MESA	58		129	71
12	2470	170100	15340	3611	WCI - Instructional : MESA	192		192	0
12	2470	633000	15340	2130	Classified Employees : MESA Lohmann, Suzanne @ 50% (funded)	30,022		30,022	0
12	2470	633000	15340	2340	Student Assistants - Hourly : MESA	2,835		2,835	0
12	2470	633000	15340	3435	H & W - Retiree Fund Non-Inst : MESA	29		29	0
12	2470	633000	15340	3615	WCI - Non-Instructional : MESA	68		68	0
12	2470	633000	15340	4210	Books, Mags & Ref Mat, Non-Lib : MESA	2,235		1,000	
12	2470	633000	15340	4610	Non-Instructional Supplies : MESA	71		306	235
12	2470	633000	15340	4710	Food and Food Service Supplies : MESA	542		573	31
12	2470	633000	15340	5300	Inst Dues & Memberships : MESA	400		400	0
12	2470	633000	15340	5805	Awards & Incentives : MESA	0		475	475
12	2470	633000	15340	5905	Other Participant Travel Exp : MESA	1,678		2,116	438
12	2470	672000	50000	5865	Indirect Costs : District Operations	1,942		1,942	0
12	2470	675000	15340	5210	Conference Expenses : MESA	2,120		2,105	15
					#2470 - MESA	50,500	50,500	50,500	1,250
									1,250

SPECIAL PROJECT DETAILED BUDGET # 3750
NAME: VIETNAMESE AMERICAN TECHNICAL ASSISTANCE (VATAP)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 - 6/30/12
 CONTRACT INCOME: \$50,000
 CFDA #: N/A

PROJ. ADM. E. PEREZ
 PROJ. DIR. L. MOZAFFARI

DATE: 07/15/11

Datatel String	Description	Debit	Credit
12-3750-000000-50000-8831	Contract Instructional Services - District		50,000
12-3750-672000-50000-5865	Indirect Costs : District 0	1,923	
12-3750-684000-53410-2320	Classified Employees - Hourly	38,750	
12-3750-684000-53410-3215	PERS - Non-Instructional :	4,418	
12-3750-684000-53410-3315	OASDHI - Non-Instructional	2,403	
12-3750-684000-53410-3325	Medicare - Non-Instructiona	564	
12-3750-684000-53410-3435	H & W - Retiree Fund Non-In	388	
12-3750-684000-53410-3515	SUI - Non-Instructional : S	624	
12-3750-684000-53410-3615	WCI - Non-Instructional : S	930	
	Total - #3750 VATAP	50,000	50,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 25, 2011
Re:	Adoption of Resolution No. 11-26 – California Department of Education (CSPP-1354)	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District received funding from the California Department of Education for the purpose of providing preschool program services for the period of July 1, 2011 through June 30, 2012, in accordance with the funding terms and conditions.

ANALYSIS

As part of the acceptance process, the California Department of Education requires that the Board of Trustees designate and approve an authorized representative of the district to sign any related contract and amendments to this program.

RECOMMENDATION

It is recommended that the Board adopt the resolution agreement with the California Department of Education that authorizes the Chancellor or his designee to sign the contract documents for the 2011/2012 fiscal year.

Fiscal Impact: none	Board Date: July 25, 2011
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to enter into this contract agreement with the California Department of Education for the purpose of providing preschool program services **and to authorize the designated personnel to sign related contract and amendment documents for the fiscal year 2011/2012.**

RESOLUTION NO. 11-26

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into contract agreement number **CSPP-1354** with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents for the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez</u>	<u>Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 25th day of July, 2011, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Mark McLoughlin, Clerk of the Board of Trustees of Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 25, 2011
Re:	Adoption of Resolution No. 11-27 – California Department of Education (CCTR-1184)	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District annually receives funding from the California Department of Education for the purpose of providing child care and development services for the period July 1, 2011 through June 30, 2012, in accordance with the funding terms and conditions.

ANALYSIS

As part of the acceptance process, the California Department of Education requires that the Board of Trustees designate and approve an authorized representative of the district to sign the grant contract and amendments to this program.

RECOMMENDATION

It is recommended that the Board adopt the resolution agreement with the California Department of Education that authorizes the Chancellor or his designee to sign the contract documents for the 2011/2012 fiscal year.

Fiscal Impact: none	Board Date: July 25, 2011
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: John Didion, Interim Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to enter into this contract agreement with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign related contract and amendment documents for the fiscal year 2011/2012.**

RESOLUTION NO. 11-27

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into contract agreement number **CCTR-1184** with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents for the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez</u>	<u>Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 25th day of July, 2011, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Mark McLoughlin, Clerk of the Board of Trustees of Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Sub-Agreements between RSCCD and 23 designated colleges for the Faculty Entrepreneurship Project	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Entrepreneurship Career Pathways Project grant, No. 10-172-055, by the California Community Colleges Chancellor's Office, Economic and Workforce Development Program, to disseminate funds to designated community college districts in order for them to implement the "Faculty Entrepreneurship Project". The primary intent of this grant is the development of new entrepreneurship curricula courses, and/or certificate of degree programs in Entrepreneurship and/or Small Business Management geared towards the improvement of entrepreneurship skills to stimulate and support self employment and successful business management. Community college districts facing enrollment caps and/or fiscal issues can select to participate with alternative activities that address the enhancement and improvement of entrepreneurship courses and programs that combine with Career Technical Education pathways.

ANALYSIS

The Chancellor's Office designated 23 districts to receive allocations through this grant. The grant awards range from \$2,500 - \$15,000 per college. The period of performance will be from July 25, 2011 through June 15, 2012.

DO-11-006	Allan Hancock College	DO-11-018	Lassen College
DO-11-007	Cabrillo College	DO-11-019	Mendocino College
DO-11-008	Cañada College	DO-11-020	Merritt College
DO-11-009	Chabot College	DO-11-021	Napa Valley College
DO-11-010	Columbia College	DO-11-022	Porterville College
DO-11-011	Cuesta College	DO-11-023	Riverside College
DO-11-012	College of the Desert	DO-11-024	Saddleback College
DO-11-013	East Los Angeles College	DO-11-025	Shasta College
DO-11-014	Evergreen Valley College	DO-11-026	College of the Siskiyous
DO-11-015	Feather River College	DO-11-027	Solano Community College
DO-11-016	Fresno City College	DO-11-028	Woodland Community College
DO-11-017	Irvine Valley College		

Project Administrator is Enrique Perez. Project Director is Michael Roessler.

RECOMMENDATION

It is recommended that sub-award agreements be approved and that the Vice Chancellor of Business Operations/Fiscal Services or his designee be authorized to sign the agreements.

Fiscal Impact: \$256,741	Board Date: July 25, 2011
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Allan Hancock College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Allan Hancock College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR**’s campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$5,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Allan Hancock College (Subcontractor)
Marie Comstock
800 South College Drive
Santa Maria, CA 93454
mcomstock@hancockcollege.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Allan Hancock College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Cabrillo College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Cabrillo College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR**’s campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$7,350.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Cabrillo College
Mo Hassan
6500 Soquel Drive
Aptos, CA 95003
mohassan@cabrillo.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Cabrillo College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Cañada College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Cañada College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$7,500.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Cañada College
Catherine Fraser
4200 Farm Hill Boulevard
Redwood City, CA 94061
fraserc@smccd.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Cañada College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Chabot College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Chabot College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Chabot College
Jan Novak c/o Thomas Clark
25555 Hesperian Boulevard
Hayward, CA 94545
jnovak@chabotcollege.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Chabot College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Columbia College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Columbia College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$13,683.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Columbia College
Ida Ponder
11600 Columbia College Drive
Sonora, CA 95370
ponderi@yosemite.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Columbia College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Cuesta College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Cuesta College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$7,500.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Cuesta College
Randy Scovil
PO Box 8106
San Luis Obispo, CA 93403
rscovil@cuesta.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Cuesta College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*College of the Desert***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *College of the Desert* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$14,264.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

College of the Desert
David George
43500 Monterey Avenue
Palm Desert, CA 92260
dgeorge@collegeofthedesert.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

College of the Desert

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*East Los Angeles College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *East Los Angeles College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$2,500.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

East Los Angeles College
Cecelia Manoochehri
1301 Avenida Cesar Chavez
Monterey Park, CA 91754
manooccccm@elac.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

East Los Angeles College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Evergreen Valley College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Evergreen Valley College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Evergreen Valley College
Henry Gee
3095 Yerba Buena Road
San Jose, CA 95135-1598
(408) 274-7900

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Evergreen Valley College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Feather River College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Feather River College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Feather River College
Amy Schulz
570 Golden Eagle Avenue
Quincy, CA 95971
aschulz@frc.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Feather River College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Fresno City College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Fresno City College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Fresno City College
Marianne Dunklin
1101 E University Avenue
Fresno, CA 93741
marianne.dunklin@fresnocitycollege.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Fresno City College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Irvine Valley College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Irvine Valley College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$12,319.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Irvine Valley College
5500 Irvine Center Drive
Daniel Scott
Irvine, CA 92618-0301
(949)451-5100

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Irvine Valley College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Lassen College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Lassen College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$7,500.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Lassen College
Garrett H. Taylor
478-200 Hwy 139
Susanville, CA 96130
(530) 251-8909

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Lassen College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Mendocino College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Mendocino College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR**’s campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Mendocino College
Steve Hixenbaugh
1000 Hensley Creek Road
Ukiah, CA 95482
shixenba@mendocino.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Mendocino College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Merritt College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Merritt College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Merritt College
Anita Black
12500 Campus Drive
Oakland, CA 94619
ablack@peralta.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Merritt College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Napa Valley College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Napa Valley College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Napa Valley College
Julie Hall
2277 Napa Vallejo Highway
Napa, CA 94558
jhall@napavalley.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Napa Valley College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Porterville College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Porterville College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Porterville College
Kailani Knutson
100 East College Avenue
Porterville, CA 93257
kknutson@portervillecollege.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Porterville College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Riverside College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Riverside College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Riverside College
Dr. Ron Pardee
4800 Magnolia Avenue
Riverside, CA 92506
ron.pardee@rcc.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Riverside College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Saddleback College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Saddleback College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR**’s campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$5,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Saddleback College
Rebecca Knapp
28000 Marguerite Parkway
Mission Viejo, CA 92692
rknapp@saddleback.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Saddleback College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Shasta College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Shasta College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR**’s campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$2,500.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Shasta College
Rick Osbrink
PO Box 496006
Redding, CA 96049
rosbrink@shastacollege.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Shasta College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*College of the Siskiyous***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *College of the Siskiyous* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR’s** campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD’s** receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

College of the Siskiyous
Shawn Abbott
800 College Avenue
Weed, CA 96094
abbotts@siskiyous.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

College of the Siskiyous

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Solano College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Solano College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR**’s campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$11,625.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District

ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Solano College
Thom Watkins
4000 Suisun Valley Road
Fairfield, CA 94534
thom.watkins@solano.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. 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.

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RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Solano College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Woodland College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Woodland College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “**Project**”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

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 the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR**’s campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District

ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. 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.

8. 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.

9. 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.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Woodland College
Sherry Spina
2300 East Gibson Road
Woodland, CA 95776
sspina@yccd.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Woodland College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: July 25, 2011
Re:	Approval of Extension of Consulting Services – Townsend Public Affairs, Inc.	
Action:	Request for Action	

BACKGROUND

On December 6, 2010 the Board of Trustees approved the contract to engage the consulting services of Townsend Public Affairs, Inc. to assist the district in the areas of government and community relations and various other projects as assigned by staff.

ANALYSIS

Townsend Public Affairs, Inc. has assisted the district with the arrangement of meetings with legislators, communication with both Federal and State legislators relating to RSCCD and its interests, and provided an ongoing update of legislation and legislative action. The original approved contract for consulting services expired on June 30, 2011. In order to maintain the momentum on various projects, it is requested that the current contract for consulting services be extended from July 1, 2011 through June 30, 2012 as outlined in the attached Supplement to Contract for Consulting Services (#1). There are no changes to the current contract with the exception of the term.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Supplement to Contract for Consulting Services (#1) with Townsend Public Affairs, Inc. as presented.

Fiscal Impact: \$6,000/mo plus reimbursable expenses	Board Date: July 25, 2011
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Raúl Rodríguez, Chancellor	
Recommended by: Raúl Rodríguez, Chancellor	

**SUPPLEMENT TO
CONTRACT FOR CONSULTING SERVICES (#1)**

THIS SUPPLEMENT TO CONTRACT FOR CONSULTANT SERVICES ("Supplement") is made and entered into this ____ day of June, 2011 by and between Rancho Santiago Community College District, a non-profit corporation ("Client") and Townsend Public Affairs, Inc., a California corporation ("Consultant").

RECITALS

A. Client and Consultant have entered into that certain Contract for Consultant Services dated as of October 21, 2010 ("Contract").

B. The parties to this Supplement desire to change the term of the Contract as set forth herein.

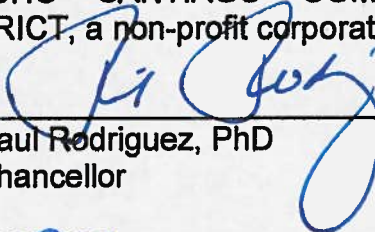
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

1. The term is extended from July 1, 2011 through June 20, 2012.

2. All other terms and conditions of the Contract, except as set forth herein, shall remain in full force and effect.

WHEREFORE, this Supplement is executed by the parties as of the date set forth above.

CLIENT: RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, a non-profit corporation

By: 
Raul Rodriguez, PhD
Chancellor

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.
a California corporation

By: 
Christopher Townsend
President and Secretary

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: July 25, 2011
Re:	Update on District Vision Statement and Goals for 2011-2012	
Action:	Information	

BACKGROUND

On February 7, 2011 the Board conducted its annual Planning meeting and established the district's Vision Statement and Goals for 2011-12. Trustee McLoughlin requested that the Board conduct a mid-year review at the July board meeting.

During spring 2011 consultants Daroch Young, retired Chancellor of the Los Angeles Community College District, and Eva Conrad, retired President of Moorpark College, facilitated a strategic planning event for district staff. A draft strategic plan was the product of that planning activity and identifies strategic objectives for each of the district's goals. This draft will be reviewed by the participants in the early fall and adopted prior to the Board's planning meeting next year.

RECOMMENDATION

This draft strategic plan is provided as an update on the district's Vision Statement and Goals for 2011-2012.

Fiscal Impact: To be determined	Board Date: July 25, 2011
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

Rancho Santiago Community College District

Strategic Plan

2011 – 2013

Introduction

Since the time that the District transitioned from a single college to multi-college district in 1997, its planning process has centered around the Board of Trustees' annual planning meeting, which focused on the development of the District's Vision Statement and Goals. That planning meeting was typically held during the summer each year, but in order to provide greater coordination with the District's budget development process, that meeting is now held in February of each year.

Shortly after his appointment in August 2010, the Chancellor initiated discussions with the Board of Trustees and constituent groups regarding the need for a district strategic plan. Two consultants, Daroch "Rocky" Young, retired Chancellor of the Los Angeles Community College District, and Eva Conrad, retired President of Moorpark College, were selected to assist the District in this planning effort.

The Process

The consultants conducted two days of interviews at the colleges and district office during the Spring 2011 semester in order to identify significant issues impacting the District's planning process. Based upon the information gleaned from those interviews, the consultants established an agenda for an initial planning meeting which was focused on:

1. developing a streamlined planning process for the district, and
2. developing strategic objectives centered around the District's goals.

On April 8, 2011, thirty-five representatives from both colleges and the district office met with the consultants to initiate the strategic planning process. Following a presentation by the consultants on effective planning models, the participants broke into four small groups and developed recommendations for a new district planning model. Those four drafts were subsequently assimilated into a single draft that was reviewed and approved by the participants at the next planning meeting.

Utilizing a matrix based upon the District's eight goals, the participants once again broke into four smaller groups and drafted strategic objectives for each goal. The consultants reviewed these drafts, eliminated duplicates, and developed draft objectives for the group's consideration at the next planning meeting.

The participants reconvened on May 6, 2011 and approved the draft planning cycle that developed during the first planning session. Breaking into four smaller groups, each group was assigned two of the eight District goals. Each group was provided the draft planning matrix produced by the consultants after the first planning session and a potential list of metrics for each district goal that was developed by an ad hoc planning team. Each group was asked to identify its top two or three objectives for each goal, assign responsibility for the completion of each objective, and a timeline for its completion.

Responsibility for editing the strategic objectives was assigned to a writing committee, which prepared a draft strategic plan and circulated the draft to all participants. A second draft was prepared that included the participants' suggested revisions and corrections. The second draft was presented to the District's Budget and Allocation Planning Review Committee, which approved it and submitted it to the Chancellor on _____.

The Participants

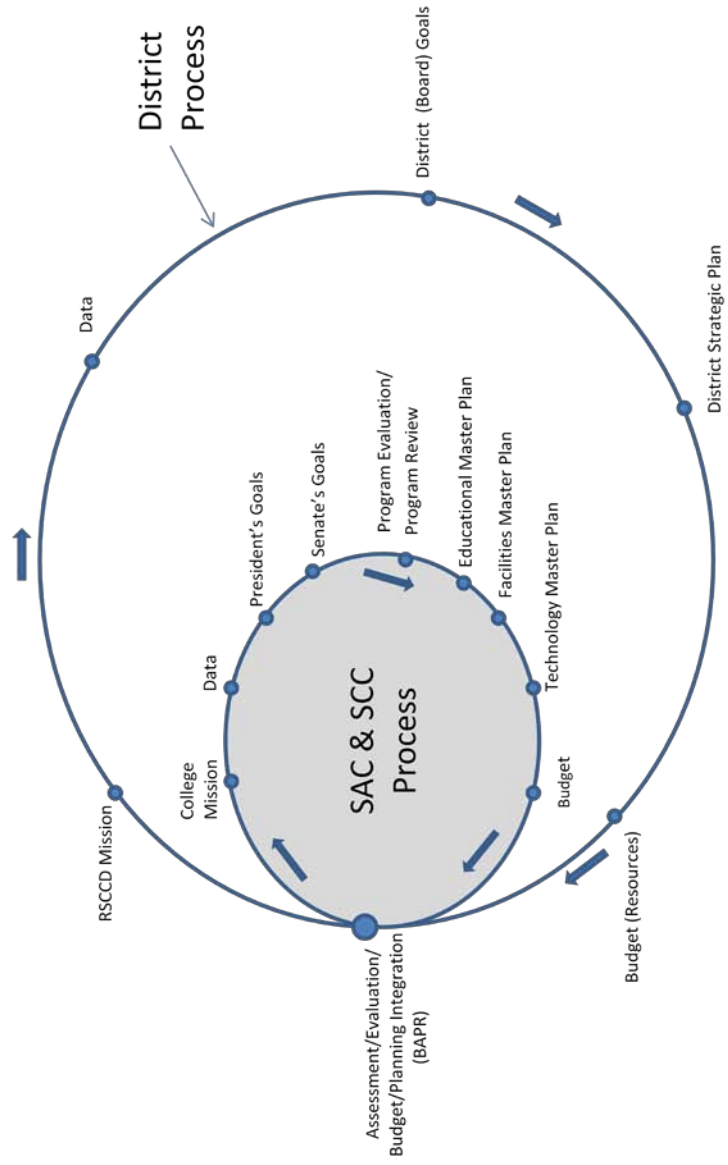
The following individuals participated in one or both planning meetings as well as the review of the strategic plan draft:

Santa Ana College: Steve Eastmond, Paul Foster, Norm Fujimoto, Janet Grunbaum, Marti Guerra, Ray Hicks, Bonnie Jaros, Sara Lundquist, Erlinda Martinez, Ed Ripley, Christina Romero, Evelyn Sanchez, Sean Small, John Zarske, Monica Porter.

Santiago Canyon College: Morrie Barembaum, Michael DeCarbo, John Hernandez, Steve Kawa, Aracely Mora, Esther Odegard, Jose Vargas, Juan Vázquez, Joyce Wagner, Robert Waldren, Lana Wong.

District Office: Tammy Cottrell, John Didion, Becky Fraser, Peter Hardash, Sylvia LeTourneau, Linda Melendez, Enrique Perez, Nga Pham, Marti Reiter, Raúl Rodríguez, Laurie Weidner.

RSCCD Planning Design



Rancho Santiago Community College District **Strategic Plan 2011 – 2013**

District Goal	RSCCD Objective	Responsible Party	Timeline
1. Promote a learning community environment that is innovative, student-centered, and celebrates student achievement.	1.1 Identify learning innovation & projected number of students impacted (follow-up assessment needed)	Vice Presidents of Academic Affairs	Once per semester
	1.2 Initiate student focus groups in credit/non-credit to monitor student satisfaction, student centeredness	Director of Research	Fall semesters
	1.3 Continue student satisfaction survey (credit) and non-credit	Director of Research	Fall semesters
	1.4 Identify student events and ceremonies (e.g. BOT gives vouchers to bookstore)	College Presidents	Annual (June)

District Goal	RSCCD Objective	Responsible Party	Timeline
2. Provide access and retention for completion of programs, including transfer, vocational, and high school diploma programs; and prepare students for success in their academic, career, and personal life endeavors.	2.1 Prioritize class offering to match change of CCC's i.e., transfer, CTE, BS	Vice Presidents of Academic Affairs	Each semester
	2.2 Manage our current enrollment challenges w/limited funds received from state for FTES	Vice Presidents of Academic Affairs	Annual
	2.3 Examine programs we will focus on and what/who we plan on servings(e.g. distance education)	Vice Presidents of Academic Affairs	Each semester, intersession, summer session
	2.4 Increased number of transfer, degrees, certificates earned	Vice Presidents of Academic Affairs and Student Services	Annual
	2.5 Examine success rates by population served	Vice Presidents of Academic Affairs and Student Services	Annual

District Goal	RSCCD Objective	Responsible Party	Timeline
3. Update and implement facilities master plans, maximize college and community use of facilities, and incorporate “green” efforts into facilities development and other efforts when cost-effective.	3.1 Support the completion and Board approval of the Colleges’ Facilities Master Plan	Chancellor	Fall 2012
	3.2 Assess unmet facilities needs in order to maximize the utilization of existing facilities	<i>Chancellor, College Presidents</i>	<i>Fall 2011</i>
	3.3 Create district-wide “green team” taskforce to look at unified district effort to go “green”	Chancellor	Fall 2011

District Goal	RSCCD Objective	Responsible Party	Timeline
4. Promote flexible, cost-effective educational programs and services including the use of cutting-edge technology and educational program delivery via technology.	4.1 Convene a district-wide group to review the distance education programs at both colleges to identify efficiencies through collaboration and shared resources	Cherylee Kushida, Scott James, Tammy Cottrell	Fall 2011
	4.2 Form a sub-committee of Technology Advisory Group charged with brainstorming strategies to maximize the use of existing technology (i.e. implementing the degree audit program)	Cherylee Kushida, Scott James, Tammy Cottrell	Fall 2011
	4.3 Identify minimum standards of service to support distance education courses for both faculty and students	<i>Vice Presidents of Academic Affairs and Student Services</i>	<i>Fall 2011</i>
	4.4 Identify allocation of technology technicians to the colleges	<i>Vice Presidents of Administrative Services & Assistant Vice Chancellor, Information Technology</i>	<i>Fall 2011</i>

District Goal	RSCCD Objective	Responsible Party	Timeline
<p>5. Pursue alternative public and private funding sources to increase the district's fiscal sustainability and to implement the district's vision and goals, and encourage the foundations and district to create plans for capital and program campaigns and alumni association development.</p>	<p>5.1 Explore and make public grant opportunities</p> <p>5.2 Explore the creation of an emeritus program</p>	<p><i>Director of Grants</i></p> <p>Foundation <i>Directors</i></p>	<p>On-going</p> <p>June 2012</p>

District Goal	RSCCD Objective	Responsible Party	Timeline
6. Maintain a positive, productive working environment for employees, recognizing and embracing diversity, and enhancing staff development opportunities that address innovation and technology.	6.1 Create and implement of an employee satisfaction survey	<i>Director of Research</i>	Annually
	6.2 Conduct town hall meetings at each college to review budget issues and decisions	Chancellor	As needed (with a minimum of two meetings per semester)
	6.3 College Presidents send joint “what’s new” email	College Presidents	On-going, as needed with a minimum of one per month
	6.4 Convene brainstorming sessions in Chancellor’s Cabinet to identify: <ul style="list-style-type: none"> a. the role of DO as a service center instead of perceived control center; b. strategies to maximize the benefits and efficiencies of being a two-college district; c. specific areas of District/College tensions d. what could be centralized; what should be centralized; what should not be centralized. 	Chancellor	As needed (at least 4)
	6.5 The district shall provide for staff development	<i>Assistant Vice Chancellor, Human Resources</i>	Annually
	6.6 District-wide chat room/ListServe/BLOG/Forum	<i>Assistant Vice Chancellor, Information Technology</i>	June 2012/Ongoing

District Goal	RSCCD Objective	Responsible Party	Timeline
<p>8. Assess the educational needs of the communities we serve, and enhance awareness of the colleges and community involvement through outreach and advocacy among community constituencies and leaders.</p>	<p>8.1 Convene a district group charged with developing an aggressive student recruitment campaign that builds from a fresh update on the educational needs of our community in the areas of:</p> <ul style="list-style-type: none"> a. high school students (including continuing education students) b. working adults c. non-working adults d. high demand industries e. demographic imperatives 	<p><i>Vice Presidents of Student Services</i></p>	<p>Fall 2011</p>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Resources and Educational Services**

To:	Board of Trustees	Date:	July 25, 2011
Re:	Approval to Fill Trustee Vacancy by Provisional Appointment		
Action:	Request for Approval		

BACKGROUND

Trustee Lisa Woolery has resigned from the Board of Trustees, effective August 23, 2011, creating a vacancy in Trustee Area 3. The resignation was filed with the Orange County Superintendent of Schools on July 18, 2011. Board Policy 9005 and the state Education Code require that the Board of Trustees, within 60 days of the filing of the resignation, either call an election or make a provisional appointment to fill the vacancy.

ANALYSIS

Trustee Woolery's term extends to November 2012. Given the relatively short period of time remaining on the term, and the expense of a special election, a provisional appointment to fill the vacancy is recommended.

RECOMMENDATION

It is recommended that the Board of Trustees fill the vacancy in Trustee Area 3 by provisional appointment and authorize the Chancellor to advertise the vacancy, solicit applications from interested candidates, and take all necessary actions to complete the appointment process within the time prescribed by law and Board Policy.

Fiscal Impact:	None	Board Date:	July 25, 2011
Prepared by:	John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services		
Submitted by:	John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services		
Recommended by:	Dr. Raúl Rodríguez, Chancellor		

Timeline for Provisional Appointment to Fill Vacancy in Trustee Area 3

July 18, 2011	File Resignation with Orange County Superintendent of Schools (60 day timeline starts)
July 25, 2011	Board takes action to fill vacancy by provisional appointment.
July 26 – August 19, 2011	<p>Publication of vacancy as required by law. Chancellor and board chair finalize steps in the process, the timeline, and application materials and criteria for selection.</p> <p>Publicize position and recruit candidates. Receive applications.</p>
August 19, 2011	Deadline for receipt of applications in the Chancellor's office.
August 22, 2011	Announcement of names of applicants and distribution of application materials to trustees.
August 29, 2011	Special Board meeting to interview candidates, and select and provisionally appoint the trustee.
August 30, 2011	Publish the notice of appointment
September 12, 2011	Trustee sworn in and assumes office.

Vacancies - BP9005

VACANCIES - BP9005

Revised 06/13/94

A vacancy shall be caused by any of the events specified in Government Code Section 1770 or by receipt of written resignation. Such resignation shall be effective when the written resignation is filed with the county superintendent of schools, except when a deferred effective date is specified in the written resignation. A written resignation, whether specifying a deferred effective date or otherwise, shall, upon being filed with the county superintendent of schools, be irrevocable.

Whenever a vacancy occurs, or whenever a resignation has been filed with the county superintendent of schools containing a deferred date, the Board shall within 60 days of the vacancy or the filing of the deferred resignation either call an election or make a provisional appointment to fill the vacancy. If a provisional appointment is made, it shall be in accordance with the provisions of the Education Code.

There shall be no special election or appointment to fill a vacancy if the vacancy occurs within four months of the end of the term of that position and the incumbent is not elected to fill the position.

If a vacancy occurs between four months and 74 days prior to a regularly scheduled Governing Board election and that position is not scheduled to be filled at that election, the position shall be filled at a special election for that position to be consolidated with the regular election. The person elected to fill the position shall take office at the next regularly scheduled meeting of the Governing Board following the election and shall serve only until the end of the term of the position which he/she was elected to fill.

Legal Reference:

Educational Code: 5091.-5093.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Human Resources and Educational Services)

To:	Board of Trustees	Date: July 25, 2011
Re:	Adoption of Resolution No. 11-28 Establishing the Process to Fill Vacancy in Trustee Area 3	
Action:	Request for Action	

BACKGROUND

Trustee Lisa Woolery has resigned from the Board of Trustees effective August 23, 2011, creating a vacancy in Trustee Area 3. A recommendation to fill the vacancy by provisional appointment has been submitted to the board for approval.

ANALYSIS

Assuming the board approves the recommendation to fill the vacancy by provisional appointment, a resolution establishing the process to fill the vacancy is submitted for adoption by the Board of Trustees.

The resolution includes the following exhibits:

1. Advertisement to fill vacancy
2. Application for candidates
3. Interview questions
4. Announcement of provisional appointment

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 11-28 establishing the process and timeline to fill the vacancy in Trustee Area 3 by provisional appointment.

Fiscal Impact: None	Board Date: July 25, 2011
Prepared by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Adoption of Resolution Establishing the Process to Fill Vacancy in Trustee Area 3

Resolution No. 11-28

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
COUNTY OF ORANGE, STATE OF CALIFORNIA**

**RESOLUTION ESTABLISHING PROCEDURE FOR THE APPOINTMENT OF A
PROVISIONAL BOARD MEMBER**

RESOLVED, by the Governing Board of the Rancho Santiago Community College District, County of Orange, State of California that:

WHEREAS, on or about July 18, 2011, Lisa Woolery submitted her resignation as a Governing Board Member with a deferred effective date of August 23, 2011;

WHEREAS, Trustee Woolery's resignation creates a vacancy in Trustee Area 3 representing the cities or communities of *Garden Grove, Orange, Anaheim Hills, Villa Park and unincorporated areas*;

WHEREAS, California Education Code Section 5091 requires the Governing Board to either appoint a provisional board member or call a special election to fill the vacancy created by the resignation of a board member; and

WHEREAS, it is this Board's intent to appoint a provisional board member and avoid the expense associated with a special election.

NOW THEREFORE BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. That the Board hereby determines to proceed by appointing a provisional member pursuant to Education Code Sections 5090 et. seq.:
2. That the Chancellor, or his designee, is hereby directed to advertise the fact of the vacancy and the process for obtaining an application for service as a provisional Board member *in the following newspapers: Orange County Register and Los Angeles Times, daily between July 26, 2011 and August 19, 2011. See, Exhibit 1 to this Resolution*;
3. That the application materials shall be substantially in the form set forth in Exhibit 2 to this Resolution;

4. That the deadline for submission of completed application materials shall be ***12:00 p.m. on August 19, 2011***, in the office of the Chancellor. No applications will be accepted or considered if they are received after ***12:00 p.m. on August 19, 2011***;

5. That applications will be logged in as they are received by the Chancellor, or his designee. The Chancellor's determination as to the time of receipt shall be final;

6. That upon closure of the application period, the Chancellor, or designee, shall forward to each applicant, information as to the time, date, location and order of interviews for the provisional appointment. The information provided to each individual submitting a completed application shall ***include the questions which will be asked of each applicant at the interview before the Board. See, Exhibit 3 to this Resolution.*** Each applicant will receive approximately a ***fifteen minute*** interview at which they will be asked to respond to the questions provided. This time may be adjusted depending on the number of candidates to be interviewed for the provisional appointment;

7. That upon closure of the application period, the Chancellor, or designee, shall forward to each Board member the applications received and the interview materials, including the materials provided to the applicants in Exhibit 3;

8. ***That the Board shall hold a special meeting on August 29, 2011, at 4:30 p.m., or at such other or additional times as the Board may determine in accordance with law, for the purpose of interviewing applicants. The Board at its discretion may determine to vote at this meeting on the selection of a provisional appointee, and may swear into office the selected individual, or may defer either or both of these actions until a subsequent meeting;***

9. That the Chancellor, or designee shall, after a provisional appointment is made, comply with the notice posting and publication requirements set forth in Education Code Section 5092, and the notice to be posted and published shall be substantially in the form set forth in Exhibit 4, hereto; and

10. That the Board delegates to the Chancellor, all authority necessary and proper to the accomplishment of the purposes of this Resolution.

The foregoing resolution was considered, passed and adopted by this Board at its regular meeting of July 25, 2011, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Dated: July 25, 2011

By: _____
President, Governing Board of the
Rancho Santiago Community College District

Exhibit 1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TRUSTEE VACANCY

The Rancho Santiago Community College District is accepting applications for appointment to a vacant Trustee position. Candidates must reside in Trustee Area #3 which includes ***Garden Grove, Orange, Villa Park, Anaheim Hills and unincorporated areas***. Please contact the Chancellor's Office, (714) 480-7450, to request an application packet. To determine whether you reside within the boundaries of the Trustee Area #3, please contact the Orange County Registrar of Voters. The completed application and supporting materials must be received in the RSCCD Office of the Chancellor, 2323 N. Broadway, Santa Ana, California 92706 no later than 12:00 p.m. August 19, 2011.

Exhibit 2

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

TRUSTEE APPLICATION

Please complete this application and attach a brief biography or resume. The completed application and attached biography or resume **must be returned by 12:00 pm on Friday, August 19, 2011** to RSCCD Office of the Chancellor, 2323 N. Broadway, Santa Ana, California 92706; phone (714) 480-7450; fax (714) 796-3915. Interviews will be held the *evening* of Monday, August 29, 2011. Candidates for appointment are advised that the board may exercise its authority to appoint a person from outside the pool of applicants.

NOTE: *Candidates must reside in Trustee Area #3 of the Rancho Santiago Community College District, which includes **Garden Grove, Orange Anaheim Hills, Villa Park and unincorporated areas.** Before completing and submitting this application, please call the Registrar of Voters to determine whether you reside in Trustee Area #3.*

Please type or print.

Last Name First Name M.I. Date Date

Business Address _____

Business Phone _____ Fax _____ E-mail _____

Home Address _____

Home Phone _____ Fax _____ E-mail _____

Occupation _____

Number of years you have resided in the District _____

Please answer the following questions. It is important that each question be answered.

1. Have you worked on any public school or community college committees or participated in any school or college activities recently? If so, list below:

2. Please describe other community activities in which you have engaged.

3. Why do you want to be a member of the Rancho Santiago Community College District Board of Trustees?

4. What do you see as the basic purpose of the California community colleges?

5. What, in your opinion, is the role of the Board of Trustees in a community college district?

6. What should be the relationship between the Board members and the administration in the handling of college and District concerns?

7. What do you see as the strengths of the Rancho Santiago Community College District?

8. What do you see as the areas most needing Improvement in the Rancho Santiago Community College District?

9. Do you or does anyone in your immediate family or your employer contract with or do business with the District? Is anyone in your immediate family an employee of the District? If your answer to either question is in the affirmative, please state all pertinent facts.

10. Please list the names, addresses, and telephone numbers of three persons who can provide information on your qualifications for service as a trustee.

Exhibit 3
(To be included with other information regarding the interview.)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

INTERVIEW QUESTIONS

1. As do all California state agencies, we at Rancho Santiago Community College District experience financial constraints even as the need for our services continues to escalate. Describe your experience in financial management as well as your financial philosophy on management of public funds.

Comments: _____

2. What is the role of special interest groups in the decisions you may be making as a trustee? For example, how would you respond if a community member or employee asked you to carry through an issue of his/her concern?

Comments: _____

3. If you are appointed, what will be your style of work in joining with other Board members to make decisions and set policy? Please give evidence from previous work groups to support your response.

Comments: _____

4. Describe your perception of the nature and needs of Rancho Santiago Community College District students.

Comments: _____

5. Describe the roles you have played in the Rancho Santiago Community College District, or other similar entities. How would you use this position to positively impact the community?

Comments: _____

6. What is your philosophy of a comprehensive community college?

Comments: _____

7. Is there anything you would like to add before we conclude the interview?

Comments: _____
