

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, October 12, 2009
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 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.

1.4 Approval of Minutes – Regular meeting of September 28, 2009

Action

1.5 Approval of Consent Calendar

Action

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

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

1.6 Public Hearing – 2009-2010 Adopted Budget

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

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 Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
- 2. Conference with Labor Negotiator (pursuant to 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

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 Employment Agreements
- Approval of Interim to Permanent Positions
- Approval of Extensions of Interim Assignments
- Ratification of Resignation/Retirements
- Approval of Permanent 2009-2010 Salary Schedules for CDCTA
- Rescission of Stipends
- Approval of Part-time/Hourly Hires/Rehires
- Approval of Non-paid Intern Services

3.2 Classified Personnel Action

- Approval of Reduction in Force Lay Offs
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position due to Reduction in Force Lay Offs
- Approval of Changes in Salary Placements
- Ratification of Resignation/Retirements
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Volunteers
- Approval of Student Assistants

3.3 Approval of Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and Continuing Education Faculty Association (CEFA) Action

The administration recommends approval of amendments to the collective bargaining agreement with the Continuing Education Faculty Association.

- 3.4 Approval of Agreement with City of South Gate to provide Part-time Acting Chief of Police Action
The administration recommends approval of the agreement for professional services with the City of South Gate, California, as presented.
- 3.5 Adoption of Resolution No. 09-24 regarding Reduction in Force of Classified Staff Action
The administration recommends adoption of Resolution No. 09-24.
- 3.6 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of Renewal Fire Technology Agreement: City of Santa Ana Action
The administration recommends approval of this agreement renewal with the City of Santa Ana, California.
- *4.2 Approval of New Pharmacy Technology Agreement – Alpha Drugs Pharmacy Action
The administration recommends approval of this contract with Alpha Drugs Pharmacy in Anaheim, California.
- *4.3 Approval of Renewal of OTA Agreement – Integrity House Action
The administration recommends approval of this contract with Integrity House in Santa Ana, California.
- *4.4 Approval of Renewal of OTA Agreement – Russo, Fleck & Associates Action
The administration recommends approval of this contract with Russo, Fleck & Associates in Orange, California.
- *4.5 Approval of New License Agreement – Coast Community College District’s Coast Learning Systems Action
The administration recommends approval of this contract with Coast Community College District and Coast Learning Systems in Costa Mesa, California.
- *4.6 Approval of Amendment MA-057-10010691 to CJA Agreement – County of Orange Action
The administration recommends approval of this amendment with the County of Orange in Orange, California.

* Item is included on the Consent Calendar, Item 1.5.

- *4.7 Approval of Renewal of Nursing, Pharmacy Technician, Occupational Therapy Assistant, Laboratory Technician, and Paramedic/EMT Agreement – St. Jude Medical Center Without Instructor Action
The administration recommends approval of this clinical affiliation agreement renewal with St. Jude Medical Center.
- *4.8 Approval of Renewal of Nursing, Pharmacy Technician, Laboratory Technician, Paramedic/EMT, and Occupational Therapy Assistant Agreement – St. Jude Medical Center With Instructor Action
The administration recommends approval of this clinical affiliation agreement renewal with St. Jude Medical Center.
- *4.9 Approval of Speech-Language Pathology Assistant Program Agreement with Long Beach Unified School District Action
The administration recommends approval of the Speech-Language Pathology Assistant Program with Long Beach Unified School District in Long Beach, California.

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 the 2009-2010 Adopted Budget Action
The administration recommends approval of the 2009-2010 Adopted Budget as presented.
- 5.3 Approval of the 2008-09 CCFS-311 Report, including Gann Appropriation Limit Action
The administration recommends approval of the 2008-2009 CCFS-311 report as presented and establish the district's 2008-2009 Gann Limit in the amount of \$251,394,032.
- 5.4 Approval of Additional Architectural Services – Santa Ana College Child Development Center Action
The administration recommends approval of additional architectural services provided Harley Ellis Devereaux in the amount of \$85,111 for the Santa Ana College Child Development Center as presented.
- 5.5 Approval of Change Order #2, Bid #1090 – Fire Alarm Replacement Project at Santa Ana College Action
The administration recommends approval of change order #2, FEI Enterprises, Inc., for Bid #1090, in the amount of \$22,535.59 for the fire alarm replacement project at Santa Ana College.

* Item is included on the Consent Calendar, Item 1.5.

5.6 Approval of DSA Inspection Services – Santa Ana College Fire Alarm System Replacement (Phase Two) Action

The administration recommends approval of the change order for Johnston Inspections, Inc. to provide DSA-mandated inspections services in the amount of \$14,000 for the fire alarm system replacement (phase two) at Santa Ana College as presented.

5.7 Geotechnical Observation and Testing Services – Santa Ana College Child Development Center Action

The administration recommends approval of an agreement with Ninyo & Moore to perform geotechnical observation and testing for the SAC Child Development Center as presented.

6.0 GENERAL

*6.1 Approval of Resource Development Items Action

The administration recommends approval of budgets, acceptance of grants, and authorization of the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

- GEAR UP III – Year 5 (SAC) \$800,000

6.2 Approval of Sub-award Agreements – GEAR UP III – Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine (Year 5) Action

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

6.3 Approval of Sub-award Agreements – GEAR UP IV – Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine (Year 1) Action

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

6.4 Approval of Santa Ana College Follow-Up Report on Accreditation Action

The administration recommends approval of the SAC follow-up report on accreditation as presented and as requested by the Western Association of Schools.

* Item is included on the Consent Calendar, Item 1.5.

- 6.5 Approval of Santiago Canyon College Follow-Up Report on Accreditation Action
The administration recommends approval of the SCC follow-up report on accreditation as presented and as requested by the Western Association of Schools.
- 6.6 Board of Trustees Continuous Improvement Process Action
The administration recommends review of the 2008-2009 annual reports of Human Resources, Business Operations/Fiscal Services, and Public Affairs and Governmental Relations.
- 6.7 Board President's Award Information
Board member John Hanna recommends the Board President begin recognizing individuals, businesses, unions, or groups who have donated services, supplies, or funds to our district, one of the colleges, or one of their programs or classes offered with a Board President's Award.
- 6.8 Board Member Comments Information
- 7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on October 26, 2009.

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

Board of Trustees (Regular meeting)

Monday, September 28, 2009

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:33 p.m. by Dr. David Chapel. Other members present were Ms. Gloria Holguin, Mr. John Hanna, Mr. Larry Labrado, Mr. Mark McLoughlin, and Mr. Phillip Yarbrough. Mr. Brian Conley and Ms. Lisa Woolery arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Robert “Bobby” McDonald, Member of the California Community Colleges Board of Governors.

1.3 Public Comment

There were no public comments.

1.4 Approval of Minutes

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the minutes of the regular meeting held September 14, 2009.

1.5 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar, with the exception of Item #5.2 (Approval of the 2009-10 Adopted Budget Assumptions), removed from the agenda by Mr. Yarbrough on behalf of Ms. Woolery:

4.1 Approval of Request to Terminate Memorandum of Understanding with Orange County High School of the Arts (OCHSA)

The board approved the request to terminate the memorandum of understanding with Orange County High School of the Arts in Santa Ana, California.

1.5 Approval of Consent Calendar – (cont.)

4.2 Ratification of Spring 2009 AA Degrees and Certificates – Santa Ana College

The board ratified the recipients of associate degrees, certificates of achievement, and certificates for Spring 2009 as presented.

4.3 Ratification of Spring 2009 AA Degrees and Certificates – Santiago Canyon College

The board ratified the recipients of associate degrees, certificates of achievement, and certificates for Spring 2009 as presented.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.3 Approval of Public Hearing for 2009-2010 Adopted Budget

The board approved holding a public hearing on the 2009-2010 proposed adopted budget at the October 12, 2009, board meeting.

5.8 Approval of Purchase Orders

The board approved the purchase order listing for the period August 1, 2009, through September 12, 2009.

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:

- College Cost Reduction and Access Act (CCRAA)	\$1,096,266
- Year 2 (SAC)	
- Convergence Technology Center Partnership (SAC)	\$ 25,000
- NSF TEST:UP – Year 2 (SAC)	\$ 134,522
- Santa Ana Middle College High School (SAC)	\$ 84,604

6.2 Approval of Amended Contracts – College Cost Reduction and Access Act (CCRAA) – California State University, Fullerton & North Orange County Community College District – Fullerton College (Year 1)

The board approved the amended contracts (Year 1) and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the amended contracts.

6.3 Approval of Sub-Award Agreements – College Cost Reduction and Access Act (CCRAA) – California State University, Fullerton & North Orange County Community College District – Fullerton College (Year 2)

The board approved the sub-award agreements (Year 2) and authorized the Vice Chancellor Business Operations/Fiscal Services or his designee to sign the sub-award agreements.

1.5 Approval of Consent Calendar – (cont.)

6.4 Approval for Amended Contracts – GEAR UP III – Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine (Year 4)

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

6.5 Approval of Resolution #09-22 Authorizing Payment to Trustee Absent from Board Meeting

The board approved resolution #09-22 which authorizes payment to Phillip Yarbrough for his absence on September 14, 2009, due to illness.

Ms. Woolery arrived at this time.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

Dr. Edward Hernandez, Jr. provided a report to the board.

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

Dr. Erlinda Martinez, President, Santa Ana College (SAC)
Mr. Juan Vázquez, President, Santiago Canyon College (SCC)

2.3 Report from Student Trustee

Ms. Gloria Holguin 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. Alejandro Flores, Student President, Santa Ana College
Ms. Tina Lam, Student President, Santiago Canyon College

Mr. Conley arrived at this time.

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 Accreditation

Dr. Hernandez asked board members to review Items 6.7 (SAC Follow-Up Report on Accreditation) and 6.8 (SCC Follow-Up Report on Accreditation), and submit any suggestions to Ms. Lucarelli by October 2. Ms. Lucarelli will forward suggestions to the accreditation taskforce for review. Dr. Hernandez indicated the accreditation reports are submitted to the board at this meeting for a first reading and will be submitted to the board at its October 12 meeting for final approval before being sent to the accreditation commission by October 15.

Dr. Chapel asked when the district would be notified that the accreditation reports had been approved by the accrediting commission. Dr. Hernandez indicated that it is hopeful the district would be notified by January 2010.

Dr. Chapel asked if the board needed to take additional action relating to self-improvement. Dr. Hernandez answered affirmatively, stating the commission expects the board to follow-up on steps taken to comply with the accreditation commission's recommendations. As a result of the board's self-evaluation survey, Dr. Hernandez stated that Mr. McLoughlin placed an item on the agenda regarding the board's continuous self-improvement.

Mr. Yarbrough and Mr. Hanna thanked the taskforce and staff for their hard work on the accreditation reports. Mr. Hanna asked the taskforce to consider giving more detail on Board Policy 9022.5 (Board of Trustees Annual Evaluation of District Goals) in the accreditation reports. Regarding the board's self-evaluation, Mr. Hanna commented that the board's discussion was engaging and collegial in nature.

2.7 Informational Presentation on the Budget

Mr. Hardash, Dr. Hernandez, Dr. Martinez, and Mr. Vázquez provided an update on the budget.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:31 p.m. to consider the following items:

1. Public Employment (pursuant to Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
2. Conference with Labor Negotiator (pursuant to 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

RECONVENE

The board reconvened at 7:16 p.m.

Closed Session Report

Mr. Conley reported the board discussed the aforementioned items, and there was no action 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. Conley, and carried unanimously to approve the following action on the management/academic personnel docket:

- Approve Interim to Permanent Positions
- Approve Extensions of Interim Assignments
- Approve Hourly to Full-time Tenure-track
- Ratify Resignations/Retirements
- Approve Stipends

3.1 Management/Academic Personnel – (cont.)

- Approve Adjusted Part-time/Hourly FARSCCD Rates due to Column Change
- Approve Part-time/Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Interns Service

3.2 Classified Personnel

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

- Approve Reduction in Force Lay Offs
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Approve Additional Hours for On Going Assignments
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters
- Approve Volunteers
- Approve Student Assistants

3.3 Approval of Agreement with AON Consulting for Medicare Subsidy Administration

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to authorize the chancellor or his designee to approve the agreement with AON Consulting for the administration of the district's MediCare Part D program.

3.4 Approval of Agreement with Corvel, Inc. for Workers' Compensation Claims Administration

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to authorize the chancellor or his designee to renew the district's agreement with CorVel, Inc. for the period of October 1, 2009, through September 30, 2010.

3.5 Approval of Consulting Agreement with The Wright Group

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to authorize the chancellor or his designee to renew the district's agreement with The Wright Group for professional services relating to district safety and loss prevention issues as presented.

3.6 Adoption of Resolution No. 09-23 regarding Reduction in Force of Classified Staff

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to adopt resolution No. 09-23 regarding reduction in force of classified staff. Discussion ensued. The motion carried with a nay advisory vote from Ms. Holguin.

4.0 INSTRUCTION

All items listed under instruction were approved as part of Item 1.5: Consent Calendar.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.3, and 5.8 were approved as part of Item 1.5: Consent Calendar.

5.2 Approval of 2009-2010 Adopted Budget Assumptions

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the revised Adopted Budget Assumptions for the 2009-2010 fiscal year as presented. Discussion ensued. The motion carried unanimously.

5.4 Approval of Change Order #22: Bid #1051 – Maintenance & Operations (M & O) Building at Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve change order #22, EMAE International, Inc. for Bid #1051, construction of the classroom and M & O buildings at Santa Ana College as presented.

5.5 Approval of Change Order #23: Bid #1051 – Classroom Building at Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve change order #23, EMAE International, Inc. for Bid #1051, construction of the classroom and M & O buildings at Santa Ana College as presented.

5.6 Approval of Change Order #1: Bid #1109 – Plumbing for the New Child Development Center at Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve change order #1, J.M. Farnan Company, Inc. for Bid #1109, plumbing for the Santa Ana College Child Development Center as presented.

5.7 Approval of Change Order #2: Bid #1116 – Gym Restroom Addition, Gym Floor Replacement, and Fire Sprinkler Installation at Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve change order #2, General Consolidated Constructors, Inc. for Bid #1116, construction of the gym restroom addition, gym floor replacement, and fire sprinkler installation at Santa Ana College.

6.0 GENERAL

Items 6.1, 6.2, 6.3, 6.4, and 6.5 were approved as part of Item 1.5: Consent Calendar.

6.6 Appointment of a RSCCD Community Representative (2009-10) to the Orange County Community Colleges Legislative Task Force (OCLTF)

It was moved by Mr. Yarbrough and seconded by Mr. McLoughlin to consider Mr. Gregory Barraza and Mr. Benjamin Mendoza for the community member vacancy on the 2009-10 Orange County Community Colleges Legislative Task Force. Discussion ensued. The motion to select the board's representative had the following vote: for Mr. Mendoza - Mr. Conley, Mr. Hanna, Mr. Labrado, Ms. Woolery, and Mr. Yarbrough; for Mr. Barraza – Mr. McLoughlin, Dr. Chapel, and student trustee Holguin's advisory vote.

The motion carried to have Mr. Mendoza serve as the board's community member representative on the 2009-10 Orange County Community Colleges Legislative Task Force.

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to have Mr. Barraza serve as the board's alternate community member representative for the 2009-10 Orange County Community Colleges Legislative Task Force. Discussion ensued. The motion carried unanimously.

6.7 Receive for First Reading – Santa Ana College Follow-Up Report on Accreditation

The board received the SAC follow-up report on accreditation for first reading. Mr. Hanna asked that details of the discussion that occurred during Item 2.6 (Informational Presentation on Accreditation) be included in the minutes for accreditation purposes. Dr. Hernandez encouraged board members to review the accreditation report which includes documentation of the process the board has taken in response to the accreditation commission recommendations.

6.8 Receive for First Reading – Santiago Canyon College Follow-Up Report on Accreditation

The board received the SCC follow-up report on accreditation for first reading. Mr. Hanna asked that details of the discussion that occurred during Item 2.6 (Informational Presentation on Accreditation) be included in the minutes for accreditation purposes. Dr. Hernandez encouraged board members to review the accreditation report which includes documentation of the process the board has taken in response to the accreditation commission recommendations.

6.9 Approval of Board of Trustees – Continuous Improvement Process

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to establish a continuous improvement process that will provide focus on areas of improvement and establish the process leading up to setting the board's goals and objectives for 2010 and beyond.

Mr. McLoughlin asked that the board review results of its self-evaluation survey on a regular basis to provide interaction with faculty and administration in setting goals for the board.

Mr. Yarbrough stated that board members who attend conferences bring invaluable insights back to the full board as a means of continuous improvement.

If approved, Dr. Hernandez indicated staff will place the continuous improvement item on future agendas as necessary. Dr. Hernandez recommended this item be placed on the next agenda to enable the board to review the district's annual reports.

Dr. Chapel asked the chancellor to develop a list of topics to discuss as part of the board's continuous improvement process (e.g., student learning outcomes, etc.) whereby the board may choose which items need further discussion at future board meetings.

The motion carried unanimously to establish a continuous improvement process that will provide focus on areas of improvement and establish the process leading up to setting the board's goals and objectives for 2010 and beyond.

6.10 Board Member Comments

Ms. Holguin thanked students and staff for attending the board meeting, and stated it was a good visual for board members to see those being affected by the reduction in classes (students) and reductions in force (staff).

Ms. Holguin and Mr. Hanna thanked Mr. McLoughlin for placing item 6.9 (Approval of Board of Trustees - Continual Improvement Process) on the agenda.

Mr. Yarbrough thanked staff for its work on the budget presentation and for helping provide classes for students during these difficult economic times.

Mr. Hanna apologized to Ms. Holguin for not being notified that closed session was completed.

Mr. Hanna commended the accreditation taskforce for its work on the follow-up accreditation reports.

Mr. Hanna expressed appreciation for classified employees and thanked administration for its effort in keeping classified employee layoffs to an amount lower than expected.

Mr. Conley reported he recently attended Santa Ana College's President's Circle event.

Dr. Chapel asked that a legal opinion be sought regarding the legality of staff duplicating and distributing campaign material received by facsimile.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on September 28, 2009, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Dr. Chapel declared this meeting adjourned at 7:44 p.m.

Respectfully submitted,

Eddie Hernandez, Jr., Ed.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: October 12, 2009

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
October 12, 2009**

MANAGEMENT

Employment Agreements/Attachments #1-2

Foster, Paul
Manson, Robert

Interim to Permanent

Soltis, Kenneth
Associate Dean
Fire Technology and Public Safety
Human Services and Technology Division
Santa Ana College

Effective: October 1, 2009
Salary Placement: D-4 \$9,558/Month

Extension of Interim Assignment

Chamorro, Gustavo
Interim Director
Digital Media Center
Educational Services
District Office

Effective: July 1, 2009 – December 31, 2009
Salary Placement: E-2 \$8,034/Month

Ratification of Resignation/Retirement

Gonzales, Danny
Publications Manager
Public Affairs and Governmental Relations
District Office

Effective: December 30, 2009
Reason: Retirement

Groetsch, Susan
Director
Graphic Communications
Public Affairs and Governmental Relations
District Office

Effective: December 30, 2009
Reason: Retirement

FACULTY

Permanent 2009/2010 Salary Schedules for CDCTA/Attachments #3-4

FACULTY (CONT'D)

Rescinding Stipend

Rutan, Craig
Associate Professor, Astronomy/Physics
Business, Math and Science Division
Santiago Canyon College

Effective: August 31, 2009
Reason: Curriculum Development
Amount: \$2,000
(BSI Grant)

Part-time/Hourly Hires/Rehires

Cipolla, Matt
Assistant Coach, Women's Cross Country/Track
and Field (equivalency)
Business, Math and Sciences Division
Santiago Canyon College

Effective: September 28, 2009
Stipend: \$2,250

Covert, Bruce
Site Director I
Continuing Education Division/CEC
Santa Ana College

Effective: September 28, 2009
Hourly Rate: \$42.50

Enriquez, Sergio
Instructor, Criminal Justice Academy
Human Services and Technology Division
Santa Ana College

Effective: October 13, 2009
Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

Hayes, Christine
Instructor, Music
Fine and Performing Arts Division
Santa Ana College

Effective: October 13, 2009
Hourly Lecture/Lab Rate: II-3 \$54.32/\$46.17

Jiles, Michael
Instructor, Public Works (equivalency)
Instructional Services & Career Education Division
Santiago Canyon College

Effective: September 28, 2009
Hourly Lecture Rate: I-3 \$51.73

Trevino, Marisa
Assistant Coach, Softball
Business, Math and Sciences Division
Santiago Canyon College

Effective: September 28, 2009
Stipend Amount: \$750.00

FACULTY (CONT'D)

Non-paid Intern Service

Kakar, Fereshtah
Human Services Intern
Student Affairs Division
Santa Ana College

Effective: October 1, 2009 – September 30, 2010
College Affiliation: CSU, Fullerton

Yassal, Roya
DSPS Intern
Special Services Division
Santa Ana College

Effective: September 15, 2009 – June 30, 2010
College Affiliation: CSU, Long Beach

**AGREEMENT FOR EMPLOYMENT OF CLASSIFIED ADMINISTRATOR
BETWEEN THE GOVERNING BOARD OF THE RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT OF ORANGE COUNTY AND PAUL FOSTER**

This EMPLOYMENT AGREEMENT (hereinafter "Agreement") is entered into by and between the GOVERNING BOARD of and on behalf of the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (hereinafter "District") and Paul Foster (hereinafter "Employee"). The District and the Employee hereby agree to this contract of employment with the following terms and conditions:

1. POSITION. The District hereby employs the Employee as Vice President of Administrative Services at Santa Ana College for the District. The Employee is a classified employee as defined by Education Code section 87001(a), an administrator as defined by Education Code section 87002(a), and a management employee as defined by Government Code section 3540.1(g).

2. STATUTORY AUTHORIZATION FOR AGREEMENT. This Agreement is a contract of employment entered into pursuant to Education Code section 72411. Any notice of non-reemployment in the position must be given by the District by March 15 of the year in which this Agreement terminates.

3. TERM. The District hereby employs the Employee as Vice President of Administrative Services at Santa Ana College for a period of two (2) years, commencing on September 15, 2009, and terminating on June 30, 2011. If, prior to June 30 of any year other than the last year of this Agreement the District does not send or deliver a written notice to the Employee 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 (2) years.

4. MAXIMUM CASH SETTLEMENT UPON ANY TERMINATION OF THIS AGREEMENT. Regardless of the term of this Agreement, if it is terminated by the Governing Board prior to the date on

which the term of this Agreement would have otherwise expired, the maximum cash settlement that the Employee may receive shall be an amount equal to the monthly salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement. However, if the unexpired term is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Employee finds other employment, whichever comes first. Again, however, if the unexpired term is greater than eighteen (18) months, the maximum time for continued health benefits paid for by the District shall be eighteen (18) months. The intent of this provision is to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with those statutes.

5. SALARY. The salary of the Employee shall be \$126,252 per school year (July 1 through June 30). The salary shall be paid in twelve (12) equal monthly installments. The District reserves the right to increase the annual salary of the Employee for any or all years of this Agreement. However, any action to increase the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto. The District also reserves the right to decrease the annual salary of the Employee for any future year(s) 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. Any action to decrease the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto.

6. DUTIES. The Employee shall have such duties, which are listed in any Job Description for the Employee's position and those that are delegated to the Employee by the Chancellor or other supervisor. The Governing Board may adopt or amend at any time a Job Description for the Employee's position, which is not inconsistent with the terms of this Agreement. The Chancellor, with the approval of the Governing

Board, may transfer or reassign the Employee to any administrative position in the District during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary transfer or reassignment. The Chancellor with the approval of the Governing Board may change the title of the Employee's position during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary action.

7. LENGTH OF WORK YEAR AND VACATION BENEFITS. The Employee is a full-time administrator with a work year of twelve months per year. The Employee is an exempt employee and is ineligible for overtime pay and ineligible for compensatory time off. The Employee is expected to devote full efforts and energies to the position, although the Employee may be absent for holidays designated by the District and shall be entitled to accrue two and one-quarter (2 ¼) vacation days for each month of service. The Employee may not accumulate more than fifty-four (54) days of unused vacation as of July 1st of any given year. The Employee may be an instructor in no more than one class per semester for additional compensation, but such additional work must not tend to impair the effectiveness of the Employee or interfere with the Employee's duties. The Employee also on an infrequent basis may be assigned to an extra pay assignment of a temporary nature for additional compensation but such assignment must be approved in writing by the Governing Board prior to the commencement of the assignment.

8. PROFESSIONAL MEETINGS AND ACTIVITIES. Prior approval by the Chancellor shall be obtained for the Employee to attend any function or meeting related to the Employee's employment with the District. The reasonable and necessary expenses of attendance by the Employee at such a function or meeting shall be paid by the District only if there is approval by the Chancellor. The Employee may undertake outside professional activities including consulting, speaking and writing, either with or without compensation provided such activities do not tend to impair the effectiveness of the Employee or interfere

with the Employee's duties. In those cases in which the Employee engages in outside professional activities which generate a fee for services, the Employee shall utilize vacation days as provided for under the terms of this Agreement. This requirement to utilize vacation days shall not apply to the possible infrequent occasion where the Employee engages in such professional activities early in the morning, at lunchtime or late in the day and still works a full workday for the District.

9. EVALUATION PROCEDURE. The Employee may be evaluated in writing at any time pursuant to any policies or procedures adopted by the Governing Board. The immediate supervisor shall evaluate the Employee in writing utilizing any goals and objectives, any self-assessment, the Employee's Job Description, input of other employees, and/or other duties of the Employee. No evaluation is required prior to any notice of non-reemployment in provision two or any notice of non-extension in provision three. Such notices are within the sole discretion of the District.

10. TERMINATION OF THIS AGREEMENT DURING ITS TERM. The Governing Board may terminate this Agreement during its term if there is a material and substantial breach of this Agreement or for just cause. The Governing Board, prior to terminating this Agreement under this provision, must give the Employee thirty (30) days prior written notice which shall contain a reasonably detailed statement of the charges and materials upon which the proposed termination is based. The Governing Board also must give the Employee the right to respond either orally or in writing prior to the proposed effective date of the termination, and also must give the Employee a right to an evidentiary hearing before the Governing Board before the proposed termination is made final.

11. ANY RIGHT TO OTHER EMPLOYMENT WITH THE DISTRICT. In the event the term of this Agreement is not extended or another Agreement entered into, or in the event that this Agreement is terminated during its term, the Employee has no retreat rights to any other existing classified employee

position. This provision shall not be interpreted to mean that the Governing Board may not terminate all employment rights of the Employee pursuant to applicable law.

12. RESIGNATION. The Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Governing Board or upon a shorter period of time as may be approved by the Governing Board.

13. MEDICAL EXAMINATION. Upon request of the Governing Board or the Chancellor, the Employee agrees to undergo a comprehensive physical and/or psychiatric examination to determine if the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position. The costs of any such examination shall be paid for by the District. A confidential written report regarding any such examination shall be filed with the Governing Board or the Chancellor indicating whether the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position.

14. HEALTH BENEFITS. The Employee shall be provided with all health benefits generally provided to all other administrators in the District on the same terms and conditions.

15. SEVERABILITY. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions shall continue in full force and effect.

16. This Agreement supersedes all Board Policies, rules, regulations, handbooks and practices inconsistent with or in conflict with this Agreement.

17. MANDATORY MEDIATION AND ARBITRATION OF ANY EMPLOYMENT DISPUTE. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violation(s) of federal, state and/or local

statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The Mediator and any necessary Arbitrator shall be selected through the Judicial Arbitration & Mediation Services/Endispute (J.A.M.S.). 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 Employee and the District hereby agree that they have carefully read Attachment "A" and knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

18. The Employee and the District agree that this Agreement is not binding or enforceable unless it is ratified by the Governing Board at a meeting of the Governing Board.

EMPLOYEE

DATE

FOR THE DISTRICT

DATE

DATE AGREEMENT APPROVED/RATIFIED BY THE BOARD: OCTOBER 12, 2009

**AGREEMENT FOR EMPLOYMENT OF ACADEMIC ADMINISTRATOR
BETWEEN THE GOVERNING BOARD OF THE RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT OF ORANGE COUNTY AND ROBERT MANSON**

This EMPLOYMENT AGREEMENT (hereinafter "Agreement") is entered into by and between the GOVERNING BOARD of and on behalf of the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (hereinafter "District") and Robert Manson (hereinafter "Employee"). The District and the Employee hereby agree to this contract of employment with the following terms and conditions:

1. POSITION. The District hereby employs the Employee as Associate Dean of Financial Aid for Santa Ana College for the District. The Employee is an academic employee as defined by Education Code section 87001(a), an administrator as defined by Education Code section 87002(a), and a management employee as defined by Government Code section 3540.1(g).

2. STATUTORY AUTHORIZATION FOR AGREEMENT. This Agreement is a contract of employment entered into pursuant to Education Code section 72411. Any notice of non-reemployment in the position must be given by the District by March 15 of the year in which this Agreement terminates.

3. TERM. The District hereby employs the Employee as Associate Dean of Financial Aid for Santa Ana College for a period of two (2) years, commencing on October 1, 2009, and terminating on June 30, 2011. If, prior to June 30 of any year other than the last year of this Agreement the District does not send or deliver a written notice to the Employee 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 (2) years.

4. MAXIMUM CASH SETTLEMENT UPON ANY TERMINATION OF THIS AGREEMENT. Regardless of the term of this Agreement, if it is terminated by the Governing Board prior to the date on

which the term of this Agreement would have otherwise expired, the maximum cash settlement that the Employee may receive shall be an amount equal to the monthly salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement. However, if the unexpired term is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Employee finds other employment, whichever comes first. Again, however, if the unexpired term is greater than eighteen (18) months, the maximum time for continued health benefits paid for by the District shall be eighteen (18) months. The intent of this provision is to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with those statutes.

5. SALARY. The salary of the Employee shall be \$117,192 per school year (July 1 through June 30). The salary shall be paid in twelve (12) equal monthly installments. The District reserves the right to increase the annual salary of the Employee for any or all years of this Agreement. However, any action to increase the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto. The District also reserves the right to decrease the annual salary of the Employee for any future year(s) 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. Any action to decrease the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto.

6. DUTIES. The Employee shall have such duties, which are listed in any Job Description for the Employee's position and those that are delegated to the Employee by the Chancellor or other supervisor. The Governing Board may adopt or amend at any time a Job Description for the Employee's position, which is not inconsistent with the terms of this Agreement. The Chancellor, with the approval of the Governing

Board, may transfer or reassign the Employee to any administrative position in the District during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary transfer or reassignment. The Chancellor with the approval of the Governing Board may change the title of the Employee's position during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary action.

7. LENGTH OF WORK YEAR AND VACATION BENEFITS. The Employee is a full-time administrator with a work year of twelve months per year. The Employee is an exempt employee and is ineligible for overtime pay and ineligible for compensatory time off. The Employee is expected to devote full efforts and energies to the position, although the Employee may be absent for holidays designated by the District and shall be entitled to accrue two and one-quarter (2 ¼) vacation days for each month of service. The Employee may not accumulate more than fifty-four (54) days of unused vacation as of July 1st of any given year. The Employee may be an instructor in no more than one class per semester for additional compensation, but such additional work must not tend to impair the effectiveness of the Employee or interfere with the Employee's duties. The Employee also on an infrequent basis may be assigned to an extra pay assignment of a temporary nature for additional compensation but such assignment must be approved in writing by the Governing Board prior to the commencement of the assignment.

8. PROFESSIONAL MEETINGS AND ACTIVITIES. Prior approval by the Chancellor shall be obtained for the Employee to attend any function or meeting related to the Employee's employment with the District. The reasonable and necessary expenses of attendance by the Employee at such a function or meeting shall be paid by the District only if there is approval by the Chancellor. The Employee may undertake outside professional activities including consulting, speaking and writing, either with or without compensation provided such activities do not tend to impair the effectiveness of the Employee or interfere

with the Employee's duties. In those cases in which the Employee engages in outside professional activities which generate a fee for services, the Employee shall utilize vacation days as provided for under the terms of this Agreement. This requirement to utilize vacation days shall not apply to the possible infrequent occasion where the Employee engages in such professional activities early in the morning, at lunchtime or late in the day and still works a full workday for the District.

9. EVALUATION PROCEDURE. The Employee may be evaluated in writing at any time pursuant to any policies or procedures adopted by the Governing Board. The immediate supervisor shall evaluate the Employee in writing utilizing any goals and objectives, any self-assessment, the Employee's Job Description, input of other employees, and/or other duties of the Employee. No evaluation is required prior to any notice of non-reemployment in provision two or any notice of non-extension in provision three. Such notices are within the sole discretion of the District.

10. TERMINATION OF THIS AGREEMENT DURING ITS TERM. The Governing Board may terminate this Agreement during its term if there is a material and substantial breach of this Agreement or for just cause. The Governing Board, prior to terminating this Agreement under this provision, must give the Employee thirty (30) days prior written notice which shall contain a reasonably detailed statement of the charges and materials upon which the proposed termination is based. The Governing Board also must give the Employee the right to respond either orally or in writing prior to the proposed effective date of the termination, and also must give the Employee a right to an evidentiary hearing before the Governing Board before the proposed termination is made final.

11. ANY RIGHT TO OTHER EMPLOYMENT WITH THE DISTRICT. In the event the term of this Agreement is not extended or another Agreement entered into, or in the event that this Agreement is terminated during its term, the Employee has retreat rights to a faculty position in the following faculty

service area(s): Business, Business Education, Management, and Marketing. The Employee has the responsibility to present the necessary transcripts and materials to the District pursuant to current policies and procedures in order to maintain any current faculty service area or acquire faculty service areas. This provision shall not be interpreted to mean that the Governing Board may not terminate all employment rights of the Employee pursuant to applicable law.

12. RESIGNATION. The Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Governing Board or upon a shorter period of time as may be approved by the Governing Board.

13. MEDICAL EXAMINATION. Upon request of the Governing Board or the Chancellor, the Employee agrees to undergo a comprehensive physical and/or psychiatric examination to determine if the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position. The costs of any such examination shall be paid for by the District. A confidential written report regarding any such examination shall be filed with the Governing Board or the Chancellor indicating whether the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position.

14. HEALTH BENEFITS. The Employee shall be provided with all health benefits generally provided to all other administrators in the District on the same terms and conditions.

15. SEVERABILITY. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions shall continue in full force and effect.

16. This Agreement supersedes all Board Policies, rules, regulations, handbooks and practices inconsistent with or in conflict with this Agreement.

Rancho Santiago Community College District
2009/2010 PERMANENT CHILD DEVELOPMENT CENTER
TEACHER'S ASSOCIATION SALARY SCHEDULE
Effective July 1, 2009

TEACHER

STEP	ASSOCIATE TEACHER	PERMIT	AA	BA
1	\$22,257	\$29,104	\$30,561	\$32,089
2	\$22,955	\$29,861	\$31,316	\$32,844
3	\$23,653	\$30,618	\$32,074	\$33,602
4	\$24,349	\$31,376	\$32,830	\$34,358
5	\$25,048	\$32,131	\$33,586	\$35,115
6	\$25,746	\$32,889	\$34,344	\$35,872
7	\$26,442	\$33,646	\$35,100	\$36,629
8	\$27,141	\$34,402	\$35,858	\$37,386
9	\$27,837	\$35,159	\$36,613	\$38,142
10	\$28,535	\$35,915	\$37,370	\$38,899
11	\$29,231	\$36,673	\$38,129	\$39,656
12	\$29,930	\$37,429	\$38,885	\$40,411

MASTER TEACHER

STEP	AA	BA	MA
1	\$35,364	\$37,132	\$38,990
2	\$36,154	\$37,922	\$39,777
3	\$36,943	\$38,712	\$40,567
4	\$37,732	\$39,501	\$41,357
5	\$38,523	\$40,291	\$42,148
6	\$39,313	\$41,081	\$42,937
7	\$40,102	\$41,870	\$43,727
8	\$40,891	\$42,658	\$44,517
9	\$41,681	\$43,450	\$45,306
10	\$42,470	\$44,240	\$46,096
11	\$43,262	\$45,029	\$46,886
12	\$44,053	\$45,819	\$47,674

The annual rate will be paid in 12 equal monthly payments. A \$200/month stipend will be paid to the employee who serves in the capacity of Assistant Director. A \$500/month stipend will be paid to the employee who serves in the capacity of Site Supervisor.

Rancho Santiago Community College District
2009/2010 PERMANENT CHILD DEVELOPMENT CENTER
TEACHER'S ASSOCIATION HOURLY SALARY SCHEDULE
 Effective July 1, 2009

TEACHER

STEP	ASSOCIATE			
	TEACHER	PERMIT	AA	BA
1	\$13.44	\$17.58	\$18.46	\$19.38
2	\$13.86	\$18.03	\$18.91	\$19.83
3	\$14.28	\$18.49	\$19.37	\$20.29
4	\$14.70	\$18.95	\$19.83	\$20.75
5	\$15.13	\$19.40	\$20.28	\$21.21
6	\$15.55	\$19.86	\$20.74	\$21.66
7	\$15.97	\$20.32	\$21.20	\$22.12
8	\$16.39	\$20.77	\$21.65	\$22.58
9	\$16.81	\$21.23	\$22.11	\$23.03
10	\$17.23	\$21.69	\$22.57	\$23.49
11	\$17.65	\$22.15	\$23.03	\$23.95
12	\$18.07	\$22.60	\$23.48	\$24.40

MASTER TEACHER

STEP	MASTER TEACHER		
	AA	BA	MA
1	\$21.36	\$22.42	\$23.55
2	\$21.83	\$22.90	\$24.02
3	\$22.31	\$23.38	\$24.50
4	\$22.79	\$23.85	\$24.97
5	\$23.26	\$24.33	\$25.45
6	\$23.74	\$24.81	\$25.93
7	\$24.22	\$25.28	\$26.41
8	\$24.69	\$25.76	\$26.88
9	\$25.17	\$26.24	\$27.36
10	\$25.65	\$26.72	\$27.84
11	\$26.12	\$27.19	\$28.31
12	\$26.60	\$27.67	\$28.79

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DOCKET
CLASSIFIED
OCTOBER 12, 2009
ADDENDUM**

TEMPORARY

Nunez, Vincent
Learning Resources Specialist/ Infor. &
Learning Res. Ctr/ SAC

Effective: 10/13/09 – 12/20/09

Taguian, Toni
Athletic Trainer/ Therapist/ Exercise
Science/SAC

Effective: 10/3/09 – 10/3/09
11/28/09 – 11/28/09

Vitale, Michelle
Instructional Assistant/ Science & Math/ SAC

Effective: 10/13/09 – 12/20/09

Vu, Anh
Instructional Assistant/ Fine & Performing
Arts/ SAC

Effective: 10/13/09 – 12/20/09

Additional Hours for On Going Assignment

Pineda, Maribel
Transfer Center Specialist/ Counseling/ SAC

Effective: 10/12/09 – 12/18/09
Not to exceed 19 consecutive working days in
any given period.

MISCELLANEOUS POSITIONS

Reinsvold, Joe
Community Services Presenter I/ Special
Services/ SAC

Effective: 10/12/09 – 06/30/10

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

OCTOBER 12, 2009

CLASSIFIEDReduction in Force Lay OffsAttachment #1Professional Growth Increments

Villasenor, Francisco
 Administrative Clerk/ Workplace Lrng
 Ctr./ District

Effective: November 1, 2009
 Grade 10, Step 2 + 2.5%Bil + 1PG
 \$3619.67

Out of Class Assignment

Ericson, Cherie
 Resource Development Coord./ Resource
 Dev./ District

Effective: 07/01/09 – 06/30/10
 Grade 16, Step 3 + 4PG \$5171.67

Nguyen, Huong
 Resource Development Coord./ Resource
 Dev/ District

Effective: 07/01/09 – 06/30/10
 Grade 16, Step 3 + 5PG + 7.5%L \$5609.17

White, Kathleen
 Senior Accountant/ Auxiliary Services/
 SAC

Effective: 09/18/09 – 06/30/10
 Grade 15, Step 4 + 5PG \$5161.33

Change in Position

Penning, Kerry
 From: Computer Operations Specialist/ITS
 To: Intermediate Clerk/ EOPS/ SAC (RIF)

Effective: October 1, 2009
 Grade 5, Step 6 + 5%L \$3650

Change in Salary Placement

Turrentine, Michael
 Technology Specialist II/ ITS / School of
 Continuing Educ.

Effective: August 24, 2009
 Grade 15, Step 6 + 2.5%L + 6PG + 5%SW
 4days/week \$6096

Ratification of Resignation/Retirement

Mendoza, Frank Instructional Equipment Coordinator/ Fire Tech./ SAC	Effective: November 7, 2009 Reason: Retirement
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CLASSIFIED HOURLY
Professional Growth Increment

Avila, Sandra Senior Clerk/ Information & Lrng Ctr./ SAC	Effective: November 1, 2009 19 Hours/Week 12 Month Grade 8, Step A + 4PG \$17.53/Hour + \$83.33/Mo. PG
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Change in Position

Gaston, Vanessa General Office Clerk From: Fire Technology/ SAC To: Health Science/ SAC (RIF)	Effective: September 22, 2009 19 Hours/Week 12 Month Grade 3, Step A \$14.67/Hour
Herrlein, Ann Instructional Assistant-DSPS From: DSPS/ SAC To: School of Continuing Educ./ SAC (RIF)	Effective: September 8, 2009 Up to 19 Hours/Week School Session Grade 6, Step A \$16.20/Hour
Morphew, Linda Job Developer From: School of Continuing Educ./ SAC To: Counseling/ SAC (RIF)	Effective: September 8, 2009 19 Hours/Week 12 Month Grade 12, Step A + 7.5%L \$22.57/Hour
Nguyen, Jimmy Administrative Clerk From: Business Div./ SAC To: Academic Affairs/ SCC (RIF)	Effective: September 22, 2009 19 Hours/Week 12 Month Grade 10, Step A + 5PG \$19.10/Hour + \$104.17/Mo. PG
Shirley, Jacqueline Intermediate Clerk From: Full Time/ EOPS/ SAC To: Health Center/ SAC (RIF)	Effective: October 1, 2009 19 Hours/Week 11 Month Grade 5, Step A \$15.64/Hour

TEMPORARY ASSIGNMENT

Fortney, Daren
Fine & Performing Arts Tech./ Fine &
Performing Arts/ SAC

Effective: 10/13/09 – 11/17/09
04/26/10 – 04/30/10

Mizumoto, Mizuho
Admissions & Records Spec I/ SAC

Effective: 01/25/10 – 03/10/10
04/12/10 – 06/25/10

Nezda, Stacey
Costume Tech./ Fine & Performing Arts/
SAC

Effective: 10/13/09 – 11/25/09
04/28/10 – 05/12/10

Additional Hours for On Going Assignment

Ochoa, Lizeth
Intermediate Clerk/ Auxiliary Services/
SAC

Effective: 10/13/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Rodriguez, Barbara
Admissions & Records Spec. I/ SAC

Effective: 04/12/10 – 06/25/10
Not to exceed 19 consecutive working days
in any given period.

Taylor, Katherine
Admissions & Records Spec. I/ SAC

Effective: 04/12/10 – 06/25/10
Not to exceed 19 consecutive working days
in any given period.

Substitute Assignments

Rice, Tera
Senior Cashier/ Bookstore/ SCC

Effective: 10/01/09 – 06/30/10

MISCELLANEOUS POSITIONS

Jorquera, Paz
Child Development Intern III/ School of
Continuing Educ./ SAC

Effective: 08/25/09 – 09/24/09
09/25/09 – 06/30/10

VOLUNTEERS

Lee, Alfred
Student
Learning Center/ SAC

Effective: 10/13/09 – 06/30/10

Bustamante, Mayra
Student
Learning Center/ SAC

Effective: 10/13/09 – 06/30/10

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Adams, Bethene Elizabeth	Effective: 09/22/09-06/30/10
Alcala, Monica	Effective: 09/21/09-06/30/10
Alejandres, Luz Maria	Effective: 09/21/09-06/30/10
Ambrocio, Nadya Vanessa	Effective: 09/28/09-06/30/10
Brito, Robert J	Effective: 09/23/09-06/30/10
Carrera, Citlali Lucia	Effective: 09/17/09-06/30/10
Ceballos, Cynthia Leticia	Effective: 09/21/09-06/30/10
Diaz, Liber	Effective: 09/14/09-06/30/10
Duong, Anh Tho Thi	Effective: 09/14/09-06/30/10
Gadea, Oscar Guillermo	Effective: 09/22/09-06/30/10
Garcia, Stephanie	Effective: 09/21/09-06/30/10
Giang, Hung Vinh	Effective: 09/21/09-06/30/10
Harrizon, Jennifer Marlyn	Effective: 09/14/09-06/30/10
Hidalgo, Dayana Michelle	Effective: 09/15/09-06/30/10
Hoang, Bich Ngoc Thi	Effective: 09/14/09-06/30/10
Hoang, Ngoc Nhu	Effective: 09/23/09-06/30/10
Hoang, Phuoc Ngoc	Effective: 09/14/09-06/30/10
Hong, Huy Thieu	Effective: 09/14/09-06/30/10
Jimenez, Edward H	Effective: 09/14/09-06/30/10
Lopez, Katheryn Vanessa	Effective: 09/21/09-06/30/10
Lozano, Jose Luis	Effective: 09/21/09-06/30/10
Luu, Hai Quoc	Effective: 09/14/09-06/30/10
McClendon, William Brett	Effective: 09/23/09-06/30/10
Nguyen, Diemphuc Hong	Effective: 09/14/09-06/30/10
Nguyen, Khoa Dang	Effective: 09/14/09-06/30/10
Nguyen, Kim Anh T	Effective: 09/14/09-06/30/10
Nguyen, Pauline Thuy	Effective: 09/21/09-06/30/10
Nguyen, Phuong Hoang	Effective: 09/21/09-06/30/10
Nguyen, Trang Thi My Duyen	Effective: 09/23/09-06/30/10
Pham, Minh Trang Thuy	Effective: 09/14/09-06/30/10
Saravia, Gabriela	Effective: 09/14/09-06/30/10
Segura, Eduardo Macedo	Effective: 09/09/09-06/30/10
Smith, Johnathan Floyd	Effective: 09/15/09-06/30/10
Tran, Anhthu Vu	Effective: 09/21/09-06/30/10
Tran, Cam Quynh Thi	Effective: 09/22/09-06/30/10
Tran, Trinh, Khiet	Effective: 09/14/09-06/30/10
Truong, Dat Thanh	Effective: 09/14/09-06/30/10

Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST

Allen, Forest	Effective: 09/14/09-06/30/10
Gomez, Raymond Anthony	Effective: 09/16/09-06/30/10
Lewis, Katrina M.	Effective: 09/08/09-06/30/10
Saldana, Regan	Effective: 09/11/09-06/30/10
Sarabia, Olivia	Effective: 09/11/09-06/30/10
White, Chelsea Jane	Effective: 09/21/09-06/30/10
Winn, Kahnrad Brice	Effective: 09/14/09-06/30/10

HUMAN RESOURCES CLASSIFIED DOCKET
October 12, 2009

Attachment #1

	Term/Effective Date	POSITION	NAME	FTE	BILINGUAL	PAY FREQ	Dept	Site
L	10/19/2009	Media Systems Electronic Technician	HERRERA, MELVEN	100	SW	12	ADMIN SE	SCC

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Resources and Educational Services**

To:	Board of Trustees	Date: October 12, 2009
Re:	Approval of Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the Continuing Education Faculty Association (CEFA).	
Action:	Request for Approval	

BACKGROUND

Negotiations between the District and the Continuing Education Faculty Association (CEFA) for reopened sections of the current three-year agreement have been completed. The tentative agreement has been ratified by the CEFA membership. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

The provisions and terms of the proposed agreement are presented on the attached disclosure form.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendments to the collective bargaining agreement with the Continuing Education Faculty Association.

Fiscal Impact: Presented on Attached Disclosure Form	Board Date: October 12, 2009
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

Rancho Santiago Community College District

Name of Bargaining Unit: Continuing Education Faculty Association (CEFA)

The proposed agreement covers the period beginning July 1, 2009 and ending June 30, 2011.
 and will be acted upon by the Governing Board at its meeting on October 12, 2009

A. Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement		
		Current Year 2009/10	Year 2 2010/11	Year 3
1	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement Cost (+/-)	\$0	N/A	N/A
2.	Salary Schedule Increase (Decrease) Cost (+/-)	\$0	N/A	N/A
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) Cost (+/-)	\$0	N/A	N/A
4	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc. Cost (+/-)	\$0	N/A	N/A
5.	Health/Welfare Plan - Increase (Decrease) Cost (+/-)	N/A	N/A	N/A
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5) Cost (+/-) Percent	\$0	N/A	N/A
7.	Total Number of Represented Employees	886	0	0
8.	Total Compensation Cost for Average Employee - Increase (Decrease) Cost (+/-) Percent	\$0	N/A	N/A

Please include comments and explanations as necessary Step and column increases have been held in abeyance.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Establish rehire list for CEFA members who lose assignments due to program reductions and budget reductions.

C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?

None.

D. What contingency language is included in the proposed agreement (reopeners, etc.)?

CEFA may reopen negotiations regarding step and column movement after the district's other employee organizations have completed contract negotiations.

E. Source of Funding for Proposed Agreement

1. Current Year

Base revenue

2. How will the ongoing cost of the proposed agreement be funded in future years?

Base revenues plus unrestricted general fund income.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

Not applicable. Financial aspects of agreement will be reopened each year.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

3. Do unrestricted reserves meet the standard minimum reserve amount? Yes X No

G. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5

_____ District Chancellor

_____ Date

**Initial Proposal from Rancho Santiago Continuing Education Faculty Association
To
Rancho Santiago Community College District
August 18, 2009**

ARTICLE 12: ASSIGNMENTS

12.1 Definitions

Assignment – the course title, time, days.

Reassignment – change in either course, time, days, site or a combination thereof.

Site – the instructional facility of the unit member's assignment.

Vacancy – a section that has no assigned instructor and that specific section is covered by a substitute instructor.

- 12.2 Requests for Reassignment** – Prior to June 1, (for Fall Term), November 1, (for Spring Term) and May 1, (for Summer Term), a unit member may request a change in work site. Unit members who wish to apply for a change in work site shall submit a written request to the appropriate Vice President specifying the worksite and assignment desired. The Vice President shall acknowledge the request in writing. Requests will be retained and considered by the receiving administrator for the current academic year. Unit members who have requested reassignment shall be notified of open assignments after the Additional Assignment List has been exhausted for that position.

~~A unit member may initiate a request for reassignment whenever a vacancy occurs for which he/she is qualified. Requests will be retained and considered by the receiving administrator for the current academic year.~~

- ~~**12.3 Vacant Assignments** – In case of vacant assignments, the area administrator will consider any reassignment requests that may be pending pursuant to the timelines in Article 12.2, prior to the assignment of a new unit member.~~

- ~~**12.4 Cancelled Classes** – When a unit member's assignment is terminated for administrative reasons (funding, etc.), the name of the instructor and the subject area taught (i.e., ABE; ESL, will be sent to all area administrators. The following semester, these instructors will be considered for appropriate vacancies and assignments based on a variety of factors such as length of service in the District and subject areas taught.~~

- ~~**12.5 Enrollment Decrease** – When enrollment in a given class drops below the required class size and the class is dropped, or when a program is closed for lack of funding, affected instructors will be considered for appropriate assignments at the beginning of the next semester, based on a variety of factors such as length of service in the District and subject~~

~~areas taught. The names will be sent to all other administrative areas and to the CEFA President within two (2) weeks of such drop.~~

12.3 Part-Time Vacancies – Part-Time vacancies which occur will be filled using the Additional Assignment List. Part-Time vacancies may be filled by posting vacancies to a broader target group (outside of the Additional Assignment List including unit members who have requested reassignment) whenever any of the following occur:

- 1) The Additional Assignment List is exhausted
- 2) There are no members on the Additional Assignment List who meet the minimum qualifications for the vacant position
- 3) The announcement of the vacancy is distributed to unit members on the Additional Assignment List but no interest is expressed by unit members by the posted deadline. The posted deadline shall be no less than two business days after the release of the announcement.

12.4 Additional Assignment List – Unit members with a current assignment, whose assignment has decreased from the assignment level in effect in Fall 2008 shall be eligible to be placed on the Additional Assignment List. Placement on the Additional Assignment List shall be as follows:

- 1) The unit member must submit a request on the district provided form to Human Resources in order to be placed on the list. The request must specify the unit member's subject area qualifications and contact information.
- 2) Each unit member will be placed on the list in the order that the request is received.
- 3) Unit members with a current assignment shall remain on the list. Unit members who no longer have a current assignment shall remain on the list for one semester (Fall or Spring) following the end of the assignment.
- 4) Once a unit member's assignment reaches 12 hours or more, that unit member shall be moved to the bottom of the list.
- 5) Unit members whose assignments have been canceled due to unsatisfactory performance shall not be eligible for placement on the list.
- 6) A unit member may at any time request that his/her name be removed from the list.

12.5 Use of Additional Assignment List – Whenever additional assignments become available, the site (CEC or OEC) shall notify all unit members on the Additional Assignment List of the assignment. The notification shall specify the class/assignment, location, days and hours. The notification shall specify a deadline for the receipt of responses, which shall be no less than two business days after the release of the notification. The assignment will be offered to one of the three unit members with the highest rank on the Additional Assignment List who respond by the deadline. Preference will be given to unit members who have previously taught at the site where the assignment is located.

12.6 Effect of Requests -- Requests for reassignment or placement on the Additional Assignment List are without prejudice to the unit members and shall not jeopardize their present assignments. Such Reassignment requests may be withdrawn by unit members at any time prior to receipt of approval of the request.

12.7 Full-Time and Part-Time Vacancies -- Full-time vacancies which occur shall be posted for ten (10) working days at all Continuing Education administrative areas to afford all faculty the opportunity to apply for them.

12.8 Notice of Assignment -- Unit members will receive notice of their assignment prior to the beginning of the semester in which they are to be employed. ~~Notice of vacancies for unit positions which are vacant prior to the beginning of the semester shall be posted at the Centennial Education Center and at the Orange Education Center, unit members may apply for vacant positions.~~

~~In addition, notice of anticipated unit vacancies will be distributed to current unit members with the "Instructor Availability and Preferences" form and with "Tentative Assignment" letters. Anticipated vacancies will also be posted at CEC, MEC and OEC.~~

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To: Board of Trustees	Date: October 12, 2009
Ref: Approval of Agreement with City of South Gate to Provide Part-time Acting Chief	
Action: Request for Approval	

BACKGROUND

George Troxcil, the Coordinator of Criminal Justice Academies at Santa Ana College, is the former Police Chief for the City of South Gate, California. The City of South Gate is in need of an Acting Police Chief and is requesting to contract with the District to permit Mr. Troxcil to serve part-time in that capacity.

ANALYSIS

The attached agreement provides for Mr. Troxcil to serve as Acting Police Chief for the City of South Gate, on a part-time basis (20 hours per week) for a period of up to six months (October 2009 – March 2010). The City will reimburse the district for 50% of Mr. Troxcil's salary and benefits during that period.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement for professional services with the City of South Gate, California, as presented.

Fiscal Impact:	Board Date: October 12, 2009
Item Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

**EMPLOYMENT AGREEMENT
FOR ACTING CHIEF OF POLICE**

THIS EMPLOYMENT AGREEMENT FOR ACTING CHIEF OF POLICE ("Agreement"), is deemed effective the 14th day of October, 2009, and is made by and among the CITY OF SOUTH GATE, a municipal corporation, ("City"), Rancho Santiago Community College District, on behalf Santa Ana College ("College"), and GEORGE TROXCIL ("Troxcil"), Coordinator, Criminal Justice Academies and faculty member of College. City, College and Troxcil are sometimes referred to herein as "party" or, collectively, as "parties". The parties to this Agreement do hereby enter into the terms, conditions, covenants, duties and responsibilities as follows:

RECITALS

WHEREAS, City is a municipal corporation providing a wide range of public services to the community; and

WHEREAS, College is an educational institution, with its principal place of business located at 1530 W. 17th Street, Santa Ana CA 92706; and

WHEREAS, Troxcil is a former Chief of Police of City and coordinates the training of peace officers and other law enforcement officials through various courses offered by College; and

WHEREAS, City desires to contract the services of Troxcil to serve as Acting Chief of Police, during a period of time not to exceed six months; and Troxcil has agreed, subject to approval by College, to serve as Acting Chief of Police during that period of time; and

WHEREAS, during the term of this Agreement, College has agreed to enter into this Agreement to permit Troxcil to work twenty (20) hours per week as Acting Chief of Police in consideration for City agreeing to reimburse College one-half of the base salary including benefits paid to Troxcil by College; and City has agreed to make such reimbursement quarterly in consideration for Troxcil's agreement to work pursuant to a mutually agreeable schedule established by Troxcil and City, through its City Manager; and

WHEREAS, in consideration of the amount paid by City to College, College and Troxcil jointly and severally agree that City shall not be required to pay Troxcil any additional compensation, including, but not limited to, additional wages, overtime, compensation time, administrative time, pension benefits, medical benefits, disability benefits, and/or vision benefits; and

WHEREAS, in contemplation of and subject to the approval of the City Council, Troxcil agrees to commence providing services to City as of October 14, 2009;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties.

A. City, through College, hereby retains Troxcil as Acting Chief of Police to perform the duties and functions as specified in State law and in the South Gate Municipal Code, and to perform such other legally permissible duties as defined in the City's Job Classification specifications for Police Chief, and as the City Manager shall from time to time assign. The Job Specification for Police Chief is attached hereto as Exhibit "A".

B. Troxcil shall perform other related and necessary duties as required by law and designated by the City. Troxcil shall be subject to the powers, terms and conditions of the South Gate Municipal Code relating to the position of Police Chief.

Section 2. Term and Compensation.

A. The term of this Agreement shall be from October 14, 2009, to and including April 14, 2010.

B. City's payment to College during the term of this Agreement shall be \$6,341.58 per month, to be paid each quarter by City. This payment is intended to reflect one-half of the monthly salary and benefit cost paid to Troxcil by College.

Section 3. Schedule and Severance.

A. Troxcil's schedule of work each day and week shall vary in accordance with the work required to be performed, but will be set at twenty (20) hours each week.

B. Troxcil will be present at City Council Meetings, other City meetings and certain community events subject to discussion with the City Manager.

C. College, Troxcil and/or City may terminate this Agreement upon thirty (30) days notice in writing.

Section 4. Automobile and Cellular Telephone.

A. During the term of this Agreement, Troxcil shall be provided an automobile by City for Troxcil's exclusive and unrestricted use. City shall be responsible for paying for liability, property damage, operation, maintenance, and repair of said automobile. Travel outside of the Southern California area requires prior approval by the City Manager. City shall also provide Troxcil with a Blackberry phone or similar device.

Section 5. Other Benefits.

A. Except as set forth herein, Troxcil shall not be entitled to separate compensation for benefits afforded employees of the City, including holiday pay, vacation pay, life insurance or contributions to the Public Employees Retirement System.

Section 6. Indemnification.

A. City shall defend, save harmless and indemnify College and Troxcil against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Troxcil's duties as defined in this Agreement. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon for Troxcil's activities performed within the course and scope of his employment, as permitted by law.

B. College shall defend, save harmless and indemnify City against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Troxcil's duties on behalf of the College. College will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon for Troxcil's activities performed within the course and scope of his employment, as permitted by law.

Section 7. Bonding.

A. City shall bear the full costs of any fidelity or other bonds required of Troxcil under any law or ordinance.

Section 8. Modifications.

A. Any modification to this Agreement must be in writing and signed by the parties executing this Agreement to be effective.

Section 9. Independent Contractor

A. Troxcil, in his capacity as Acting Police Chief, shall have all power and duties as those of the Chief of Police. Notwithstanding, by agreement of Troxcil and College, Troxcil shall be deemed an employee of College and not of City. College and Troxcil shall at all times be deemed under this Agreement to provide services as independent contractors to City.

Section 10. Effect of Waiver.

A. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 11. Entire Agreement.

A. Each of the Recitals stated above are incorporated by reference and is fully set forth herein.

B. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained or referenced in this Agreement shall be valid or binding on either party.

IN WITNESS WHEREOF, the City of South Gate has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by the City Clerk, and College and Troxcil has signed and executed three (3) copies of this Agreement.

Dated: October ____, 2009

“City”

By: _____
Henry C. Gonzalez, Mayor

Dated: October ____, 2009

“College”

By: _____
Peter Hardash,
Vice Chancellor, Business
Operations and Fiscal Services

Dated: October ____, 2009

“Troxcil”

By: _____
George Troxcil

ATTEST:

Carmen Avalos, City Clerk

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Human Resources)

To: Board of Trustees	Date: October 12, 2009
Re: Adoption of Resolution No. 09-24 regarding Reduction in Force of Classified Staff	
Action: Request for Approval	

BACKGROUND

The Rancho Santiago Community College District Foundation received a grant from the U.S. Small Business Administration in 2006 to operate a Women's Business Center in Orange County. The foundation and the district entered into an agreement whereby the district provided staff for the program subject to reimbursement from the foundation. The center, titled the Institute for Women Entrepreneurs (IWE) has been operating for the past three years.

ANALYSIS

The economic crisis has had a negative effect on the foundation's investment income as well as the IWE's ability to raise funds to match the \$150,000 annual award from the federal government. The program operates on a September 30 – September 29 fiscal year. The SBA award for the fourth year was just received, but due to the adverse economic conditions, the district foundation is unable to continue operating the program. Only one employee is currently assigned to this project. Board action to eliminate this position due to a lack of work/lack of funds is recommended by the administration.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 09-24.

Fiscal Impact: TBD	Board Date: October 12, 2009
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. Edward Hernandez, Jr., Chancellor	

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

**Resolution Regarding the Reduction in Force of Classified Staff
in Women's Business Center Program**

Resolution No. 09-24

Whereas, the District is party to an agreement with the Rancho Santiago Community College District Foundation to provide staff support for the operation of a federally-funded Women's Business Center; and

Whereas, the Rancho Santiago Community College District Foundation has determined that it is unable to continue the operation of this program for the program year beginning September 30, 2009 through September 28, 2010; and

Whereas, due to a lack of funds/lack of work, the Governing Board finds it in the best interest of the District, that as of November 30, 2009, certain services now being provided by the District be reduced or discontinued by the following extent.

NOW, THEREFORE, BE IT RESOLVED, that as of November 30, 2009, the classified workforce of the District will be reduced or discontinued to the extent set forth as follows:

Director, Orange County Women's Business Center

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

Dated this 12th day of October 2009

Ayes:
Noes:
Absent:
Abstain:

Edward Hernandez, Jr., Ed.D.
Secretary to the Board of Trustees

Board of Trustees
October 12, 2009

Conference Docket
No. 3.6

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

BOARD MEMBERS (to be approved)

STUDENT SENATE FOR CALIFORNIA COMMUNITY COLLEGES FALL 2009
GENERAL ASSEMBLY
San Francisco, California – November 6-8, 2009

1 Board Member
(Gloria R. Holguin)

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

To: Board of Trustees	Date: October 12, 2009
Re: Approval of Renewal Fire Technology Agreement: City of Santa Ana	
Action: Request for Approval	

BACKGROUND

The attached agreement will commence on October 13, 2009 and will end on December 31, 2010 with the City of Santa Ana. The agreement allows our district to deliver a Fire Technology Wellness curriculum to Santa Ana Police and Fire personnel. The extension of the agreement will provide a class for 300 officers of the City of Santa Ana.

ANALYSIS

This renewal Agreement is administered in compliance with guidelines issued by the State of California Community College Chancellor's Office. This agreement will produce approximately 57 FTE's. The agreement has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Agreement with the City of Santa Ana, California.

Fiscal Impact:	Approximately \$11,000	Board Date: October 12, 2009
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:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between Rancho Santiago Community College District on behalf of Santa Ana College, a California Community College (hereinafter "Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS

- A. The City desires to retain a consultant having special skill and knowledge in instructing wellness classes and providing fitness analysis for the City's Fire Department.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall instruct a Wellness class for City Police and Fire personnel, which class will include a comprehensive fitness evaluation, fitness lectures and any necessary follow-up lectures or workshops for students with special needs (i.e. individual fitness consultations).

2. COMPENSATION

a. City agrees to pay, and Consultant agrees to accept as total payment for its services, the rates and charges identified in Exhibit A. The total sum to be expended pursuant to this Agreement shall not exceed \$11,000.00, annually, during the term of this Agreement.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate upon conclusion of program December 31, 2010.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

b. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3300 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.

c. **Professional liability (errors and omissions) insurance,** with a combined single limit of not less than \$1,000,000 per claim.

d. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:

- (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
- (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved in form by the City Attorney.
- (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

e. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

6. INDEMNIFICATION

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

7. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

8. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

9. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by telefacsimile or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
telefacsimile (714) 647-6956

With courtesy copies to:

Fire Chief
City of Santa Ana
1439 S. Broadway (M-80)
Santa Ana, California 92702
telefacsimile (714) 647-5779

and

City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
telefacsimile (714) 647-6515

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

Attn: Peter J. Hordash
Vice Chancellor of Business Operations
And Fiscal Services

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid,

and addressed as set forth above. If sent by telefacsimile, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

10. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant nor the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

11. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

12. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

13. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

15. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of their inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

16. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF SANTA ANA

ATTEST:

MARIA D. HUIZAR
Clerk of the Council

DAVID N. REAM
City Manager

APPROVED AS TO FORM:

JOSEPH W. FLETCHER
City Attorney

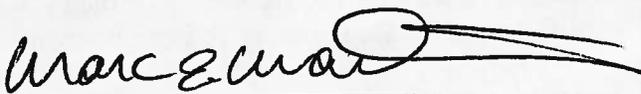
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

JWH

By: _____
TERESA L. JUDD
Deputy City Attorney

PETER J. HARDASH
Vice Chancellor,
Business Operations and Fiscal Services

RECOMMENDED FOR APPROVAL:



MARC E. MARTIN
Fire Chief

EXHIBIT A

Estimated Cost of the Santa Ana College Wellness Class (FAC 025) Spring 2010

2.0 unit class @ Cost per unit *\$26.00 (CA Resident)
Cost per unit (non resident)

*subject to state legislative action this cost may increase

Cost of class - \$52.00 per student resident

Estimate 200 resident students per year @ \$52.00 = \$10,400.00. This cost does not include any blood credit deductions).

Class includes comprehensive fitness evaluation, four fitness lectures, basic blood panel, and any follow up lectures or workshops for students with special needs (i.e. individual fitness consultations).

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

To: Board of Trustees	Date: October 12, 2009
Re: Approval of New Pharmacy Technology Agreement – Alpha Drugs Pharmacy	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Alpha Drugs Pharmacy in Anaheim, California.

Fiscal Impact:	None	Board Date: October 12, 2009
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:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

**STANDARD CLINICAL AFFILIATION AGREEMENT
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this 1st day of October 2009 by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and Alpha Drugs Pharmacy ("Clinical Facility"), located at 515 S. Beach Blvd, Anaheim, CA 92804.

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS

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

8. **Orientation.** Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.

9. **Compliance With Clinical Facility Rules.** Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

10. **Confidentiality of Patient Records.** Students and faculty understand and agree that Clinical Facility's patient files are confidential.

11. **Clinical Instructor (College).** College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.

12. **Clinical Advisor (Clinical Facility).** Although the Instructor assigns the grade for the student, Clinical Facility via a Clinical Advisor may provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the clinical rotation and shall arrange formal orientation to the facility for the faculty and students.

13. **Supervision of Students.** The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility rules, regulation, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.

14. **Removal of Students.** Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

15. **Patient Care.** Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and

competency to ensure safe and continuous health care during the term of this Agreement.

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

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

participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

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

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

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

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

hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

28. **Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.
29. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. **Assignment.** Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. **Effective Date Termination.** This Agreement shall become effective October 1, 2009, and shall remain in effect until October 1, 2014, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:

ATTN: _____

To College:

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

With a copy to:

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

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

Clinical Facility

By: _____
Printed Name: _____
Title: _____
Date: _____

Rancho Santiago Community College District

PH

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

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

To: Board of Trustees	Date: October 12, 2009
Re: Approval of Renewal of OTA Agreement – Integrity House	
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 renewal 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 contract with Integrity House in Santa Ana, California.

Fiscal Impact:	None	Board Date: October 12, 2009
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:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between **Integrity House**, 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 DISTRICT

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 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, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.

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:

8/21/16
**District: Rancho Santiago Community
College District**

2323 N. Broadway
Santa Ana, CA 92706

Agency: Integrity House

2043 N. Broadway
Santa Ana, CA 92706

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Cathy DeMello
Executive Director

Date: _____

Date: _____

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

To: Board of Trustees	Date: October 12, 2009
Re: Approval of Renewal of OTA Agreement – Russo, Fleck & Associates	
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 renewal 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 contract with Russo, Fleck & Associates in Orange, California.

Fiscal Impact: None	Board Date: October 12, 2009
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: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between **Russo, Fleck, & Associates**, 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 DISTRICT

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 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, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provision of the Article does not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

PART V.

STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

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

2323 N. Broadway
Santa Ana, CA 92706

Agency: Russo, Fleck & Associates

730 Town & Country Road
Orange, CA 92868

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Anne Fleck, OTR/L
Owner

Date: _____

Date: _____

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

To: Board of Trustees	Date: October 12, 2009
Re: Approval of New License Agreement – Coast Community College District's Coast Learning Systems	
Action: Request for Approval	

BACKGROUND

Santa Ana College has offered telecourses in a variety of disciplines since the 1970's and licenses them from various producers. Stepping Stones is a Human Development telecourse produced by Coast Community College District and Coast Learning Systems. Until this semester, Santa Ana College was able to secure licensing through Intelcom, the Southern California Consortium for Community College Television. Coast Learning Systems now requires that Stepping Stones be licensed directly through them.

ANALYSIS

This change in the license agreement is due to the fact that the short-term licensing is no longer available through Intelcom. Licensing is now offered solely through Coast Learning Systems and the same fee structure has been maintained. The agreement has been reviewed by Vice President of Academic Affairs Norm Fujimoto, Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Coast Community College District and Coast Learning Systems in Costa Mesa, California.

Fiscal Impact:	\$1,200 for 3 years	Board Date: October 12, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

COAST COMMUNITY COLLEGE DISTRICT

MASTER COURSE LICENSE AGREEMENT

This Agreement is between Coast Community College District, a Public Educational Agency, ("DISTRICT") and SANTA ANA COLLEGE

("LICENSEE"), collectively referred to as the "PARTIES", and is effective as of the date of signature of this AGREEMENT by DISTRICT.

1. **Master Course License:** This Agreement shall serve as the Master License between the PARTIES for grant of rights by DISTRICT for the use of various courses by LICENSEE. Each course so licensed shall be covered by a Supplemental Agreement as described in paragraph 2.
2. **Supplemental Agreements:** Included in this Agreement and considered a part hereof is a Supplemental Agreement which describes the term, the specific rights granted, the payment and payment schedule, and any special restrictions and conditions of the license of each course covered by this Agreement. A Supplemental Agreement shall not be construed to grant rights not specifically licensed in this Master License, but may restrict such rights and impose special conditions limiting the exercise of those rights.
3. **Term of License:** The term of this Master License Agreement shall be for the period of five years, commencing on the Effective Date of Agreement specified below. Each Supplemental Agreement shall have its own term, but shall terminate on or before the termination date of the Master License Agreement.
4. **Rights Granted:** Subject to the conditions and limitations set forth herein, DISTRICT hereby grants to LICENSEE and LICENSEE hereby accepts a nonexclusive and nontransferable limited license to use the courses as specified in this section in connection with offering the courses as courses for college credit. This license shall include the following specific rights, subject to the conditions indicated, and each Supplemental Agreement shall indicate which of these specific rights shall be granted under each specific Supplemental Agreement.
 - (a) **Broadcast Rights:** The right to broadcast, without limit as to number of performances during the Term hereof, the video programs on open broadcast noncommercial television. "Noncommercial television" shall mean public television or non-sponsored, public service broadcast on a commercial television station. LICENSEE has sole responsibility for arranging for broadcast dates and times, and for payment of all costs incurred in broadcast performances.
 - (b) **Cablecast Rights:** The right to cablecast, without limit as to number of performances during the Term hereof, the video programs on cable channels available to the public without added fee (nonpay channels). No commercial messages shall be cablecast in conjunction with the programs. LICENSEE has sole responsibility for arranging for cablecast dates and times, and for payment of costs incurred in cablecast performances.

(c) **Classroom Course Rights:** The right to perform the video programs, without limit as to number of performances during the Term hereof, by direct view or closed circuit system within classrooms for viewing by students enrolled in the course.

(d) **Library Rights:** The right to distribute copies of the video programs by depositing them in libraries, learning centers and media centers under the control of LICENSEE and in public libraries in the area served by LICENSEE and by loan to students officially enrolled by LICENSEE to take the course for college credit.

(e) **Duplication Rights:** The right to duplicate the course video programs on video cassettes if required to exercise the broadcast, cablecast and library rights granted above.

(f) **Optional Classroom Supplemental Rights:** Where specifically set forth in the Supplemental Agreement(s), the right to use course video programs as supplement to classroom instruction in appropriate educational programs of LICENSEE and to duplicate one copy of each program for such use, which copy may be retained and used for the life of the tape. For supplemental use, the video programs may be used individually or in any sequence, and portions of programs may be presented.

(g) **Promotional Rights:** The right to broadcast segments of a program or programs solely for the purpose of promoting the course.

5. **Restrictions on License Granted:**

(a) The video programs must be broadcast, cablecast, performed, and/or duplicated in their entirety, including all credits and copyright notices, and with good technical quality to maintain the integrity of the programs, except for promotional purposes as set forth in 4(g) above.

(b) The video programs may not be edited or modified in any way, except that a notice naming the institution(s) offering the course may be added to the beginning and end of each program.

(c) Copies of course video programs made under paragraph 4(e) of this Agreement may be circulated for viewing only by students enrolled in the course.

(d) All master tapes provided under this Agreement and copies duplicated therefrom at the option of DISTRICT shall either be erased or vaulted upon the expiration of the Supplemental Agreement under which they were provided.

(e) The right to duplicate the course video program to make available to students enrolled in course offering as set forth in paragraph 4(e) is limited to organizations duplicating the courses in-house or using a vendor authorized by DISTRICT. The present exclusively approved distributor of DISTRICT courses is ACT Media Productions, Inc., 1365 North Winchester Street, Olathe, Kansas 66061, telephone 800/745-5480. Additional vendors MUST have written approval from Coast Learning Systems. Any duplication by organizations through outside, unapproved sources shall be a default in the performance of this agreement.

SAC-09-058

6. **Ownership:** LICENSEE's execution of this Agreement does not entitle LICENSEE to any ownership rights to the video programs. LICENSEE shall in no manner infringe, disparage or challenge DISTRICT's rights in the video programs. LICENSEE shall promptly notify DISTRICT of any infringement of DISTRICT's rights in the video programs and at the request of DISTRICT take reasonable steps to assist DISTRICT in protecting its rights in the video programs. LICENSEE agrees to display DISTRICT's opening and closing credits and copyright statements each time any portion of the video programs is performed or exhibited.

7. **Provisions of Materials:**

(a) If LICENSEE is a first-time user of a course, DISTRICT shall provide, at no extra charge, one copy of the Faculty Manual for that course, and shall supply master tapes of all video programs of the course, in the size and format required by LICENSEE, at the Materials Charge indicated in the current price list of Coast courses, which charge shall be paid by LICENSEE as set forth in the Supplemental Agreement for that course.

(b) If LICENSEE has retained master tapes from a previous licensed use of a course, those tapes, as well as all copies previously authorized, may be used under the terms and conditions of this Agreement.

(c) If, during the Term of any Supplemental Agreement, DISTRICT revises, withdraws or replaces any of the individual video programs included herein, DISTRICT shall make available to LICENSEE master tapes of the revised or replacement programs at the then current Materials Charge and one copy of the revised faculty manual at no charge.

8. **Payment:** In compensation for the rights granted by DISTRICT, LICENSEE shall pay to DISTRICT the License Fees, Per Student Royalty and any other Materials Charges or fees as specified in the Supplemental Agreement, in accordance with the Payment Schedule set forth in the Supplemental Agreement.

9. **Reports:** LICENSEE agrees to keep accurate records of the exercise of the rights granted under this Agreement, and the Supplemental Agreements, and if requested by DISTRICT provide within thirty (30) days of DISTRICT's request, the following:

(a) **Enrollment:** A report showing the total number of students enrolled in the course during the Term in which the course was offered.

(b) **Duplication:** A report showing the number of copies duplicated of each of the video programs under paragraph 4(e) of this Agreement, the name and address of all entities making duplicates if not done at the consortium members' campus, and an inventory of the video copies being held by Consortium as of the reporting date.

(c) **Erasure:** An affidavit of erasure assuring DISTRICT that each and every copy of the video programs subject to any Supplemental Agreement and under LICENSEE's possession of control, directly or indirectly, except those being vaulted, has been completely erased by LICENSEE.

SAC-09-058

10. **Termination:** If LICENSEE defaults in the performance of any of the terms of conditions of this License Agreement, it shall have thirty days after service of notice of such default in which to cure the default. In the event LICENSEE fails to cure the default within such period of time, DISTRICT may at its option terminate this Agreement upon written notice to LICENSEE of such termination. In the event of such termination, LICENSEE shall immediately erase or destroy all master tapes, and all copies thereof provided or duplicated under this Agreement and all Supplemental Agreements hereto, and shall certify such erasure to DISTRICT.
11. **Supplement Agreement Incorporated Herein:** All Supplement Agreements executed by the parties are incorporated herein by this reference.
12. **Entire Agreement and Modification:** This Agreement and its Supplemental Agreements contain the entire agreement and understanding of the parties. No representations, covenants, warranties, understandings, agreements, or conditions, express or implied, not expressly contained herein have been made by either party. No waiver or modification of this Agreement shall be valid unless in writing signed by both parties.
13. **Special Conditions:** Special conditions, if any, shall be set forth in each Supplemental Agreement. Where such special conditions conflict with the terms set forth in this Agreement, the terms of this Agreement shall control.
14. **Authority to Sign:** LICENSEE represents and warrants that he or she has the right, legal capacity, and authority to enter into this Agreement, that LICENSEE has the right, power, legal capacity, and authority to perform its obligations under this Agreement, and that no further approval or consent is necessary for LICENSEE to enter into and perform such obligations.
15. **Release, Hold Harmless, and Indemnity:** LICENSEE hereby accepts each of the various courses licensed by DISTRICT in their present form and condition ("as-is") and hereby releases and discharges DISTRICT and each of its trustees, agents, and employees from any and all liability arising out of or in connection with LICENSEE's use of any of the courses licensed by it. LICENSEE, to the fullest extent permitted by law, shall defend, indemnify, and hold DISTRICT and its respective trustees, agents, and employees free and harmless from and against all claims, liabilities, loss, and expense, including reasonable attorneys' fees and court costs which may arise because of the negligence, misconduct, or other fault of LICENSEE or in any way resulting from LICENSEE's performance of its obligations under this Agreement or LICENSEE's use of the courses.

16. **Notice:** Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To DISTRICT: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Vice Chancellor Administrative Services

With a copy to: Coast Learning Systems
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708-2597
Attn: Director of Telecourse Marketing

To LICENSEE: Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706-3398
Attn: Distance Education

With a copy to:

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

and to such other persons or places as either of the parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

17. **Meet and Confer Requirement:** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

SAC-09-058

18. **Effective Date of Agreement:** This Agreement, and each Supplemental Agreement, shall be effective upon the date of its execution by the DISTRICT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.

COAST COMMUNITY COLLEGE DISTRICT

LICENSEE

Rancho Santiago Community College District *PJH*

President, Board of Trustees

Name Peter J. Hardash

Title Vice Chancellor
Business Operations & Fiscal Services

Date: _____

Date: _____

SAC-09-058

**COAST COMMUNITY COLLEGE DISTRICT
SUPPLEMENT TO MASTER LICENSE AGREEMENT**

COURSE NAME. CHILD DEVELOPMENT: STEPPING STONES

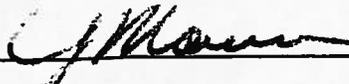
CCO #16,652

This Supplemental Agreement is between Coast Community College District, a public Educational Agency, 1370 Adams Avenue, Costa Mesa, California 92626 ("CCCD"), and SANTA ANA COLLEGE, 1530 West Seventeenth Street, Santa Ana, California 92706-3398, ("Licensee"), and is effective on the date of execution by the President of the Governing Board of the Coast Community College District or their authorized designee. This Agreement is supplementary to and a part of the Master course License Agreement between these parties, dated pending

- 1 **SUBJECT COURSE:** The subject of this Supplemental Agreement shall be the Course CHILD DEVELOPMENT: STEPPING STONES, consisting of the video programs and print components listed on Schedule A, attached hereto and considered a part hereof.
2. **TERM OF LICENSE:** September 1, 2009 - August 31, 2012
3. **RIGHTS GRANTED:** CCCD hereby grants to Licensee the following rights, as defined in the Master License and subject to the restrictions in Paragraph 4 below: broadcast, cable, non-broadcast, duplication, & library.
4. **RESTRICTIONS ON LICENSE GRANTED:** In addition to the restrictions specified in Paragraph 5 of the Master License, the following specific restrictions shall apply to the grant of license of the Telecourse: None.
5. **PAYMENT:** In consideration of the rights granted by CCCD, Licensee shall pay to CCCD the following: LICENSE FEE: \$1,200.00, STUDENT ROYALTY: \$20.00 per enrolled student each and every time course is offered by Licensee; MATERIAL FEES: not applicable masters, plus 0 for shipping and handling.
6. **PAYMENT SCHEDULE:** To be invoiced pursuant to the following terms: in October '09 for license fees; in October for Fall, May for Spring, and August for Summer for each year covered by agreement for student royalty fees.
7. **SPECIAL CONDITIONS:** The following special conditions apply to this Supplemental Agreement only, and shall not be construed to conflict with the terms of the Master License, which shall control: None.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement on the day and year specified below

COAST COMMUNITY COLLEGE DISTRICT

By 

Name Jim Moreno

Title President, Board of Trustees

Date SEP 17 2009

LICENSEE

Rancho Santiago Community College District *RBH*

By _____

Name Peter J. Hardash

Title Vice Chancellor
Business Operations & Fiscal Services

Date _____

SCHEDULE A

Child Development: Stepping Stones

Components

Text: The Developing Person Through Childhood And Adolescence, 8th ed., Stassen Berger, Kathleen
Worth Publishers
ISBN-13: 978-1-429-21647-0

Study Guide: Telecourse Student Guide to accompany Child Development: Stepping Stones, 3rd ed., Straub, Richard O.
Worth Publishers
ISBN-13: 978-1-4292-2039-2

Programs:

- 101 - Introduction: Theories of Development - The Developing Person
- 102 - Developmental Study as a Science - A Scientific Approach
- 103 - The Beginnings: Heredity and Environment - Nature And Nurture: The Dance of Life
- 104 - The Beginnings: Prenatal Development and Birth - The Wondrous Journey
- 105 - The Beginnings: Special Topic - A Delicate Grasp
- 106 - The First Two Years: Biosocial Development - Grow, Baby, Grow
- 107 - The First Two Years: Cognitive Development - The Little Scientists
- 108 - The First Two Years: Psychosocial Development - Getting to Know You
- 109 - The First Two Years: Summary - Off to a Good Start
- 110 - The First Two Years: Special Topic - Fatherhood
- 111 - The Play Years: Biosocial Development - Playing and Growing
- 112 - The Play Years: Cognitive Development - Playing and Learning
- 113 - The Play Years: Psychosocial Development - Playing and Socializing
- 114 - The Play Years: Summary - Developing through Play
- 115 - The Play Years: Special Topic - Hazards Along the Way
- 116 - The School Years: Biosocial Development - The Golden Years of Childhood
- 117 - The School Years: Cognitive Development - The Age of Reason
- 118 - The School Years: Psychosocial Development - A Society of Children
- 119 - The School Years: Summary - On the Road of Accomplishment
- 120 - The School Years: Special Topic - School Days
- 121 - Adolescence: Biosocial Development - Explosions
- 122 - Adolescence: Cognitive Development - What If?
- 123 - Adolescence: Psychosocial Development - Who Am I?
- 124 - Adolescence: Summary - The Home Stretch
- 125 - Adolescence: Special Topic - Crashing Hard into Adulthood
- 126 - Closing: Developmental Psychopathology - Different Developmental Paths

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

To: Board of Trustees	Date: October 12, 2009
Re: Approval of Amendment MA-057-10010691 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 37 years now. In order for the County (specifically OC Probation) to pay Santa Ana College the necessary registration fees, they need to have what is referred to as a "Price Agreement" which establishes the cost per unit. The original agreement (N1000010265) was approved September 01, 2008 and did expire on August 31, 2009. Amendment #1 (MA-057-10010691) is for a one year extension (September 01, 2009 to August 31, 2010).

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 Amendment with the County of Orange in Orange, California.

Fiscal Impact:	None	Board Date: October 12, 2009
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:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	



**Amendment Number One
To Contract Number N1000010265
with Rancho Santiago Community College
DBA
Santa Ana Community College.
for PC832 Training Class Registration Fees
for the Probation Department.**

This Contract Number MA-057-10010691 (hereinafter "Contract") is made and entered into upon execution of all necessary signatures between Rancho Santiago Community College DBA Santa Ana Community College., with a place of business at 2323 N Broadway, Santa Ana, CA 92706-1606 (hereinafter "Contractor") and the County of Orange, Probation Department (hereinafter "County"), a political subdivision of the State of California, with a place of business at 909 N. Main Street, Santa Ana, CA 92701, which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, County and Contractor entered into Contract N1000010265 for PC832 Training Class Registration Fees; commencing on 9/1/08 and expiring on 8/31/09 (hereinafter referred to as "Contract"); and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the contract as follows:

1. The Parties issued Amendment Number One (1) to renew the Contract as MA-057-10010691 for the second year term, effective 9/1/09 through and including 8/31/10.
2. All other terms and conditions of the Contract, except as amended, herein shall remain unchanged, in full force and effect.

Signature Page follows

SAC-09-065

County of Orange
Probation Department

4.6 (2)

MA-057-10010691
Rancho Santiago Community College DBA
Santa Ana Community College.

Page 1 of 2
File No. MP06873

- Signature Page -

The parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

7/2/05

Rancho Santiago Community College DBA Santa Ana Community College.*

Peter J. Hardash Vice Chancellor
Print Name Business Operations & Fiscal Services
Title

Signature Date

Print Name Title

Signature Date

***If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County: Board of Supervisors Approval: Required Not Required

County of Orange, a political subdivision of the State of California

Print Name Title

Signature Date



PRICE AGREEMENT

P/A NUMBER: N1000010265

VENDOR INFORMATION:
PHONE: 714-564-6000
TERMS:
F.O.B:

SEE DELIVERY LOCATION(S) WITHIN PRICE AGREEMENT

START DATE: 09/01/08
END DATE: 08/31/09
DELIVERY WITHIN 000 DAYS

TAX CODE:

VENDOR CODE: X00681
RANCHO SANTIAGO COMMUNITY COLL
ATTN:
DBA SANTA ANA COMMUNITY COLLEG
2323 N BROADWAY
SANTA ANA CA 92706-1606

P/A NOT TO EXCEED: 4,000.00
RENEWABLE FOR: 4 ADDITIONAL YEARS
LEGEND CODE: V1 PA TYPE: 057
MASTER PA: FOLDER NUMBER: P06873
PB: PIGGYBACK PA:
PA REPLACES: N3000007201
PER MINUTE ORDER: / / / / / / / /

BILLING INSTRUCTIONS:

- 1. INVOICE COUNTY OF ORANGE AND SEND INVOICES IN DUPLICATE TO: BILLING ADDRESS AS INDICATED BELOW.
2. INVOICES MUST BE IN DUPLICATE REFERENCED TO THE ORDER NUMBER AND ITEMIZED QUANTITIES, DESCRIPTION OF MERCHANDISE, UNIT AND UNIT COST.
3. CASH DISCOUNTS, IF OFFERED, WILL BE TAKEN WITHIN TIME LIMITATION AND WILL BE TAKEN ON THE TOTAL AMOUNT (INCLUDING TAX) UNLESS OTHERWISE STATED.
4. AUTHORIZED FREIGHT CHARGES MUST BE PREPAID AND ADDED TO INVOICE. INCLUDE PROOF OF PAYMENT FOR FREIGHT CHARGES OVER \$25.
5. YOU ARE REQUIRED TO INCLUDE YOUR TAXPAYER I.D NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT. THIS WILL ENSURE COMPLIANCE WITH IRS REQUIREMENTS AND EXPEDITED PAYMENT PROCESSING. OUT OF STATE VENDORS MUST INCLUDE CALIFORNIA SALES TAX PERMIT NUMBER.

THE VENDOR ACKNOWLEDGES THAT HE HAS READ AND AGREED TO ALL TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON ATTACHED TERMS AND CONDITIONS PAGE. THE ONLY TERMS AND CONDITIONS THAT WILL BE APPLICABLE TO THE INTERPRETATION OF THIS CONTRACT ARE THOSE ISSUED BY THE COUNTY OF ORANGE VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER SECTION 5194 AND CALIFORNIA ADMINISTRATION CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACES OF SHIPMENT.

P/A FOR: PC832 TRAINING CLASS REGISTRATION FEES

PRICE AGREEMENT FOR REGISTRATION FEES FOR PC832 CLASSES FOR THE PERIOD COVERING SEPTEMBER 1, 2008 THROUGH AUGUST 31, 2009, RENEWABLE FOR 4 ADDITIONAL YEARS UPON MUTUAL CONCURRENCE.

SERVICES ARE TO BE PROVIDED IN ACCORDANCE WITH THE COLLEGE REQUIREMENT CLASS COURSES.

CONTRACTOR ACKNOWLEDGES THAT FUNDING OR PORTIONS OF FUNDING FOR THIS CONTRACT MAY BE CONTINGENT UPON STATE BUDGET APPROVAL; RECEIPT OF FUNDS FROM, AND/OR OBLIGATIONS OF FUNDS BY THE STATE OF CALIFORNIA TO COUNTY; AND INCLUSION OF SUFFICIENT FUNDING FOR THE SERVICES HEREUNDER IN THE BUDGET APPROVED BY COUNTY'S BOARD OF SUPERVISORS FOR EACH FISCAL YEAR COVERED BY THIS CONTRACT. IF SUCH APPROVAL, FUNDING, OR APPROPRIATIONS ARE NOT FORTHCOMING, OR ARE OTHERWISE LIMITED, COUNTY MAY IMMEDIATELY TERMINATE OR MODIFY THIS CONTRACT WITHOUT PENALTY.

VENDOR CONTACT: GEORGE TROXCIL, (714) 566-9201

PROBATION CONTACT: LOU MANDARO, (714) 569-2398

PAYMENT UPON SUBMISSION OF INVOICE(S), NON-ENCUMBERED PA.

SEND INVOICES TO:

AUTHORIZED SIGNATURE: Kala Oea Kage

ADDRESS QUESTION(S) REGARDING THIS PURCHASE DOCUMENT TO THE PURCHASING CONTACT: ADDY SOSA

County of Orange Probation Department
Vendor: Santa Ana Community College

Page 1 of 1
N1000010265

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Price Agreement to be executed.

CONTRACTOR*

**COUNTY OF ORANGE, a political
Subdivision of the State of California**

By: George Troxci, L.P.

By: Lala Oca Page
Deputy Purchasing Agent

Title: CJA Coordinator

Dated: 7/23/08

Dated: 7/29/08

By: _____

Title: _____

Dated: _____

***For Contractors/ Vendors that are corporations, signature requirements are as follows:**

- 1) One signature by the Chairman of the Board, the President or any Vice President,
and
- 2) One Signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors/Vendors that are not Corporations, the person who has authority to bind the Contractor/Vendor to a contract must sign on one of the lines above

CONDITIONS: The following general terms and conditions are always applicable.

- A. Governing Law and Venue:** This CONTRACT has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This CONTRACT, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY'S Purchasing Agent or his designee, hereinafter "PURCHASING AGENT."
- C. Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of goods or services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind COUNTY to accept future shipments nor deprive it of the right to return goods already accepted at CONTRACTOR'S expense. Overshipments and undershipments of goods shall be only as agreed to in writing by COUNTY. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by COUNTY.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** CONTRACTOR expressly warrants that the goods/services covered by this CONTRACT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR'S part to indemnify, defend and hold COUNTY and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold COUNTY AND COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorneys fees, costs and expenses.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.

N. Independent Contractor: CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

O. Performance: CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. Indemnification and Insurance:

Indemnification Provisions: CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance Provisions: Prior to the provisions of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All insurance policies required by this contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A-(Superior's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

This policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claim made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this contract with respect to work done by the contractor under the terms of this contract (except Worker's Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows which edits the pre-printed ACORD certificate.

DEFINITION

Whenever used herein "COUNTY" shall mean County of Orange, a political subdivision of the state of California.

SAC-09-065

CONDITIONS: The following general terms and conditions are always applicable.

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.

All insurance policies required by this contract shall waive all rights to subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. The contractor will comply with such provisions and shall furnish the County satisfactory evidence that the contractor has secured, for the period of this contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. Bills and Liens:** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.
- S. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR'S duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents and employees.
- V. Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of paragraph "P" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.

- Y. Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and/or any other claim of injury or damage.
- Z. Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this CONTRACT, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to effect the purpose of the parties and this CONTRACT.
- FF. Authority:** The parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. EMPLOYEE ELIGIBILITY VERIFICATION:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

SAC-09-065

DEFINITION

Whenever used herein "COUNTY" shall mean County of Orange, a political subdivision of the state of California.

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

To: Board of Trustees	Date: October 12, 2009
Re: Approval of Renewal of Nursing, Pharmacy Technician, Occupational Therapy Assistant, Laboratory Technician, and Paramedic/EMT Agreement – St. Jude Medical Center Without Instructor	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: October 12, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Carol Comeau, Dean of Science, Mathematics, and Health Sciences	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the date of October 8, 2009 by both parties (the "Effective Date") by and between St. Jude Medical Center ("Hospital"), and Rancho Santiago Community College District on behalf of Santa Ana College ("School").

RECITALS

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

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

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

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

AGREEMENT

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

1. RESPONSIBILITIES OF SCHOOL

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

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

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

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

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

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

1.7 **Health Examination and Immunizations; Medical Clearance.** School shall ensure that each student complies with Hospital's requirements and have appropriate documentation of the immunizations, health examinations, and tests required by Hospital, including but not limited to health examination (required annually), Tuberculosis screening (required annually), Influenza Immunization (or declination statement required annually), Mumps, Rubella and Rubeola titre, Hepatitis B or declination statement and Varicella history, for individuals providing services pursuant to this Agreement School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

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

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

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

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

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

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

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

2. RESPONSIBILITIES OF HOSPITAL

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

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

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

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

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

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

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

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

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

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

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

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

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for two (2) year(s) unless terminated sooner as provided herein.

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

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of

learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

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

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

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

4. GENERAL PROVISIONS

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

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

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

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

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

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

If to Hospital: St. Jude Medical Center
Nancy J. Runge, CRM, Manager
Patient Service Contracts
101 E. Valencia Mesa Dr.
Fullerton, CA 92835

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

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

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

Signature page to follow.

"HOSPITAL"

By: Brian L. Helleland
Its Executive Vice President and COO
Date: _____

"SCHOOL"

By: Peter J. Hardash 
Title: Vice Chancellor, Business Operations & Fiscal Services
Date: _____

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

To:	Board of Trustees	Date: October 12, 2009
Re:	Approval of Renewal of Nursing, Pharmacy Technician, Laboratory Technician, Paramedic/EMT, and Occupational Therapy Assistant Agreement – St. Jude Medical Center With Instructor	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: October 12, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Carol Comeau, Dean of Science, Mathematics, and Health Sciences	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

**CLINICAL TRAINING
AFFILIATION AGREEMENT
(With School Instructor On Hospital Premises)**

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on October 8, 2009 ("Effective Date") by and between St. Jude Medical Center ("Hospital") and Rancho Santiago Community College District on behalf of Santa Ana College ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") and licensed by the Department of Health Services.

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

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

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

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

I. RESPONSIBILITIES OF SCHOOL

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

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

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

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

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

1.6 **Health Clearance.** School shall ensure that each student complies with Hospital's requirements and have appropriate documentation of the immunizations, health examinations, and tests required by Hospital, including but not limited to health examination (required annually), Tuberculosis screening (required annually), Influenza Immunization (or declination statement required annually), Mumps, Rubella and Rubeola titre, Hepatitis B or declination statement and Varicella history, for individuals providing services pursuant to this Agreement School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

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

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

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

1.10 **Insurance.** School shall ensure that all students and instructors maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall

ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date when any new student or instructor commences participation in the Program(s).

1.11 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

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

2. RESPONSIBILITIES OF HOSPITAL

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

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

2.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Health Services and the JCAHO.

2.4 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities in providing

services hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission for Accreditation of Healthcare Organizations ("JCAHO"), professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of JCAHO and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

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

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

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

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

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

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

3. RELATIONSHIP OF THE PARTIES

3.1 Term. This Agreement shall commence as of the Effective Date of this Agreement and shall remain in full force and effect for two (2) year(s) unless otherwise terminated as provided herein.

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

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

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

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

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

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the

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

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

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

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

4.5 **Non-Discrimination.** Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

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

If to Hospital:	St. Jude Medical Center Nancy Runge, Patient Services Contract Mgr. 101 E. Valencia Mesa Dr. Fullerton, CA 92835
If to School:	Rancho Santiago Community College District

Vice Chancellor, Business Operations & Fiscal
Services
2323 N. Broadway
Santa Ana, CA 92706

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

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

Signature page to follow.

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

HOSPITAL:

By: Brian L. Helleland
Its Executive Vice President and COO

Date: _____

SCHOOL:

By: _____
Printed Name: Peter J. Hardash *PJM*
Title: Vice Chancellor, Business Operations & Fiscal Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Special Services Division

To:	Board of Trustees	October 12, 2009
Re:	Approval of Speech-Language Pathology Assistant Program Agreement with Long Beach Unified School District	
Action:	Request for Approval	

BACKGROUND:

The Speech-Language Pathology Assistant was introduced in the Fall of 2001. Speech-Language pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS:

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose, which has been reviewed and approved by Associate Dean, Jane Mathis and college staff. Santa Ana College proposes that the district enter into the agreement with Long Beach Unified School District.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Speech-Language Pathology Assistant Program Agreement with the Long Beach Unified School District in Long Beach, California.

Fiscal Impact:	No Cost	Board Date: October 12, 2009
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services, SAC Jane Mathis, Associate Dean of Special Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

LABUSD # 3863,01

AUTHORIZED
BY
BOARD ACTION
AUG 18 2009
Date..... By.....

AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and Long Beach Unified School District, hereinafter called the Agency.

PART I.

BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

WHEREAS, the District provides programs in Speech-Language Pathology 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 Speech-Language Pathology Assistant Program.

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for accreditation by the Speech-Language Pathology & Audiology Board and the American Speech-Language-Hearing Association.
2. For Student Workers' Compensation

The District shall carry Workers' Compensation Insurance on Students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workers' Compensation Insurance Fund.

3. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.
4. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
5. The District will keep academic and clinical experience records of students participating in said program.
6. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
7. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
8. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
9. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
10. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
11. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

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 Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current Certificate of Clinical Competence in Speech-Language Pathology issued by the American Speech-Language-Hearing Association to supervise Speech-Language Pathology Assistant students
3. The administration of the service and client 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 Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. 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.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.

11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's 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. 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 losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

C. **Insurance:**

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability and professional liability. The general and professional liability insurance shall have a minimum coverage of \$1,000,000 per occurrence.

Proof of insurance coverage shall be furnished to either party upon written request.

PART. V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program students shall have the status of 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 client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology 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 Agency employees in matters relating to the welfare of patients and general Agency operations.
- C. Speech-Language Pathology 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 the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PARTVI. PERIOD OF AGREEMENT

- A. This agreement shall be effective as of the date signed by District, and shall continue in effect for five years, unless terminated earlier at will or without cause by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice. This Agreement may be modified or revised at any time by mutual consent.

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

*Rancho Santiago Community
College District*

District

JM

Peter J. Hardash
Vice Chancellor

Business Operations and Fiscal Services

Date: _____

LONG BEACH UNIFIED SCHOOL DISTRICT

Agency/Facility/Location

Barrick L. Bartlett
Purchasing & Contracts Director

Name and Title

Barrick L. Bartlett

Date: 8/19/09

Check Registers Submitted for Approval
Checks Written for Period 09/19/09 thru 10/02/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44571	General Fund Unrestricted	9,817.00	0.00	9,817.00	92*0226940	92*0226940
44572	General Fund Unrestricted	10,720.14	0.00	10,720.14	92*0226941	92*0226941
44579	General Fund Unrestricted	1,128.50	0.00	1,128.50	92*0226954	92*0226957
44580	General Fund Unrestricted	2,676.00	0.00	2,676.00	92*0226958	92*0226959
44581	General Fund Unrestricted	25,083.00	0.00	25,083.00	92*0226960	92*0226987
44582	General Fund Unrestricted	26,119.00	0.00	26,119.00	92*0226988	92*0227015
44583	General Fund Unrestricted	30,466.00	0.00	30,466.00	92*0227016	92*0227043
44584	General Fund Unrestricted	23,888.00	0.00	23,888.00	92*0227044	92*0227071
44585	General Fund Unrestricted	23,482.00	0.00	23,482.00	92*0227072	92*0227099
44586	General Fund Unrestricted	24,002.00	0.00	24,002.00	92*0227100	92*0227127
44587	General Fund Unrestricted	15,943.00	0.00	15,943.00	92*0227128	92*0227155
44588	General Fund Unrestricted	20,850.00	0.00	20,850.00	92*0227156	92*0227183
44589	General Fund Unrestricted	20,494.00	0.00	20,494.00	92*0227184	92*0227211
44590	General Fund Unrestricted	25,121.00	0.00	25,121.00	92*0227212	92*0227239
44591	General Fund Unrestricted	23,963.00	0.00	23,963.00	92*0227240	92*0227267
44592	General Fund Unrestricted	23,242.00	0.00	23,242.00	92*0227268	92*0227295
44593	General Fund Unrestricted	22,802.00	0.00	22,802.00	92*0227296	92*0227323
44594	General Fund Unrestricted	24,591.00	0.00	24,591.00	92*0227324	92*0227351
44595	General Fund Unrestricted	23,311.00	0.00	23,311.00	92*0227352	92*0227379
44596	General Fund Unrestricted	22,028.00	0.00	22,028.00	92*0227380	92*0227407
44597	General Fund Unrestricted	19,646.00	0.00	19,646.00	92*0227408	92*0227435
44598	General Fund Unrestricted	24,730.00	0.00	24,730.00	92*0227436	92*0227463
44599	General Fund Unrestricted	21,698.00	0.00	21,698.00	92*0227464	92*0227491
44600	General Fund Unrestricted	24,120.00	0.00	24,120.00	92*0227492	92*0227519
44601	General Fund Unrestricted	21,993.00	0.00	21,993.00	92*0227520	92*0227547
44602	General Fund Unrestricted	24,016.00	0.00	24,016.00	92*0227548	92*0227575
44603	General Fund Unrestricted	22,946.00	0.00	22,946.00	92*0227576	92*0227603
44604	General Fund Unrestricted	18,277.00	0.00	18,277.00	92*0227604	92*0227631
44605	General Fund Unrestricted	19,440.00	0.00	19,440.00	92*0227632	92*0227659
44606	General Fund Unrestricted	14,723.00	0.00	14,723.00	92*0227660	92*0227687
44607	General Fund Unrestricted	16,537.00	0.00	16,537.00	92*0227688	92*0227715
44608	General Fund Unrestricted	12,700.00	0.00	12,700.00	92*0227716	92*0227743
44609	General Fund Unrestricted	21,894.00	0.00	21,894.00	92*0227744	92*0227771
44610	General Fund Unrestricted	20,025.00	0.00	20,025.00	92*0227772	92*0227799
44611	General Fund Unrestricted	16,091.00	0.00	16,091.00	92*0227800	92*0227827
44612	General Fund Unrestricted	19,606.00	0.00	19,606.00	92*0227828	92*0227851
44614	General Fund Unrestricted	1,183.82	0.00	1,183.82	92*0227853	92*0227855

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44616	General Fund Unrestricted	21,505.61	0.00	21,505.61	92*0227858	92*0227861
44617	General Fund Unrestricted	1,394.31	0.00	1,394.31	92*0227862	92*0227866
44618	General Fund Unrestricted	8,395.87	0.00	8,395.87	92*0227867	92*0227872
44622	General Fund Unrestricted	6,270.00	0.00	6,270.00	92*0227888	92*0227889
44623	General Fund Unrestricted	1,890.00	0.00	1,890.00	92*0227890	92*0227890
44635	General Fund Unrestricted	2,343.60	0.00	2,343.60	92*0227922	92*0227922
44636	General Fund Unrestricted	4,287.17	0.00	4,287.17	92*0227923	92*0227929
44638	General Fund Unrestricted	743.89	0.00	743.89	92*0227936	92*0227937
44640	General Fund Unrestricted	4,316.80	0.00	4,316.80	92*0227944	92*0227948
44645	General Fund Unrestricted	1,811.00	0.00	1,811.00	92*0227957	92*0227964
44646	General Fund Unrestricted	477.37	0.00	477.37	92*0227965	92*0227965
44647	General Fund Unrestricted	531.99	0.00	531.99	92*0227967	92*0227968
44648	General Fund Unrestricted	936.41	0.00	936.41	92*0227969	92*0227973
44649	General Fund Unrestricted	58,956.38	0.00	58,956.38	92*0227974	92*0227975
44650	General Fund Unrestricted	1,364,375.21	0.00	1,364,375.21	92*0227976	92*0227977
Anthem Blue Cross						
44660	General Fund Unrestricted	3,087.00	0.00	3,087.00	92*0227999	92*0228000
44662	General Fund Unrestricted	20,275.62	0.00	20,275.62	92*0228003	92*0228003
44666	General Fund Unrestricted	46,870.53	0.00	46,870.53	92*0228017	92*0228020
44667	General Fund Unrestricted	1,929.48	0.00	1,929.48	92*0228021	92*0228023
44669	General Fund Unrestricted	4,522.06	0.00	4,522.06	92*0228027	92*0228032
44675	General Fund Unrestricted	500.00	0.00	500.00	92*0228044	92*0228044
44676	General Fund Unrestricted	5,254.50	0.00	5,254.50	92*0228045	92*0228045
44680	General Fund Unrestricted	3,654.06	0.00	3,654.06	92*0228049	92*0228050
44681	General Fund Unrestricted	1,078.00	0.00	1,078.00	92*0228051	92*0228051
44682	General Fund Unrestricted	6,145.06	0.00	6,145.06	92*0228052	92*0228052
44690	General Fund Unrestricted	19,434.86	0.00	19,434.86	92*0228075	92*0228079
44691	General Fund Unrestricted	1,163.88	0.00	1,163.88	92*0228080	92*0228083
44692	General Fund Unrestricted	809.86	0.00	809.86	92*0228084	92*0228087
44693	General Fund Unrestricted	2,601.74	0.00	2,601.74	92*0228088	92*0228091
44694	General Fund Unrestricted	1,174.30	0.00	1,174.30	92*0228092	92*0228098
44695	General Fund Unrestricted	10,780.00	0.00	10,780.00	92*0228099	92*0228100
44697	General Fund Unrestricted	10,788.00	0.00	10,788.00	92*0228105	92*0228105
44699	General Fund Unrestricted	17,776.46	0.00	17,776.46	92*0228113	92*0228114
44706	General Fund Unrestricted	1,897.00	0.00	1,897.00	92*0228126	92*0228127
44708	General Fund Unrestricted	478.72	0.00	478.72	92*0228130	92*0228130
44710	General Fund Unrestricted	4,157.63	0.00	4,157.63	92*0228133	92*0228135
44711	General Fund Unrestricted	128.42	0.00	128.42	92*0228137	92*0228138

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44714	General Fund Unrestricted	30,964.50	0.00	30,964.50	92*0228149	92*0228149
44715	General Fund Unrestricted	3,727.09	0.00	3,727.09	92*0228150	92*0228152
44716	General Fund Unrestricted	11,271.16	0.00	11,271.16	92*0228153	92*0228157
44718	General Fund Unrestricted	736.81	0.00	736.81	92*0228161	92*0228162
44719	General Fund Unrestricted	8,706.85	0.00	8,706.85	92*0228163	92*0228169
Total Fund 11 General Fund Unrestricted		<u>2,417,501.66</u>	<u>0.00</u>	<u>2,417,501.66</u>		

Check Registers Submitted for Approval
Checks Written for Period 09/19/09 thru 10/02/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44573	General Fund Restricted	231.82	0.00	231.82	92*0226942	92*0226943
44574	General Fund Restricted	1,400.12	0.00	1,400.12	92*0226944	92*0226947
44613	General Fund Restricted	2,700.00	0.00	2,700.00	92*0227852	92*0227852
44615	General Fund Restricted	956.04	0.00	956.04	92*0227856	92*0227857
44619	General Fund Restricted	1,070.30	0.00	1,070.30	92*0227873	92*0227879
44620	General Fund Restricted	19,922.50	0.00	19,922.50	92*0227880	92*0227881
44621	General Fund Restricted	951.75	0.00	951.75	92*0227882	92*0227886
44622	General Fund Restricted	1,613.58	0.00	1,613.58	92*0227887	92*0227887
44631	General Fund Restricted	7,720.00	0.00	7,720.00	92*0227910	92*0227910
44633	General Fund Restricted	2,318.62	0.00	2,318.62	92*0227913	92*0227918
44634	General Fund Restricted	3,595.27	0.00	3,595.27	92*0227919	92*0227921
44637	General Fund Restricted	2,728.25	0.00	2,728.25	92*0227930	92*0227935
44639	General Fund Restricted	2,045.33	0.00	2,045.33	92*0227938	92*0227943
44646	General Fund Restricted	300.00	0.00	300.00	92*0227966	92*0227966
44651	General Fund Restricted	1,424.56	0.00	1,424.56	92*0227978	92*0227981
44652	General Fund Restricted	12,147.50	0.00	12,147.50	92*0227982	92*0227982
44661	General Fund Restricted	26,729.40	0.00	26,729.40	92*0228001	92*0228002
44663	General Fund Restricted	37,764.17	0.00	37,764.17	92*0228004	92*0228004
44664	General Fund Restricted	1,882.52	0.00	1,882.52	92*0228005	92*0228007
44665	General Fund Restricted	811.71	0.00	811.71	92*0228008	92*0228016
44667	General Fund Restricted	96.48	0.00	96.48	92*0228022	92*0228024
44668	General Fund Restricted	2,054.02	0.00	2,054.02	92*0228025	92*0228026
44677	General Fund Restricted	5,000.00	0.00	5,000.00	92*0228046	92*0228046
44683	General Fund Restricted	2,114.01	0.00	2,114.01	92*0228053	92*0228054
44684	General Fund Restricted	49,879.23	0.00	49,879.23	92*0228055	92*0228058
44685	General Fund Restricted	8,936.80	0.00	8,936.80	92*0228059	92*0228062
44686	General Fund Restricted	7,252.02	0.00	7,252.02	92*0228063	92*0228065
44688	General Fund Restricted	2,000.00	0.00	2,000.00	92*0228068	92*0228069
44689	General Fund Restricted	2,197.48	0.00	2,197.48	92*0228070	92*0228074
44695	General Fund Restricted	1,026.17	0.00	1,026.17	92*0228101	92*0228101
44696	General Fund Restricted	1,717.79	0.00	1,717.79	92*0228102	92*0228104
44698	General Fund Restricted	1,069.19	0.00	1,069.19	92*0228106	92*0228112
44707	General Fund Restricted	572.94	0.00	572.94	92*0228128	92*0228129
44709	General Fund Restricted	5,187.00	0.00	5,187.00	92*0228131	92*0228132
44711	General Fund Restricted	447.45	0.00	447.45	92*0228136	92*0228136
44712	General Fund Restricted	1,895.15	0.00	1,895.15	92*0228139	92*0228144
44713	General Fund Restricted	7,140.55	0.00	7,140.55	92*0228145	92*0228148

Check Registers Submitted for Approval
Checks Written for Period 09/19/09 thru 10/02/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44717	General Fund Restricted	2,143.98	0.00	2,143.98	92*0228158	92*0228159
44718	General Fund Restricted	175.60	0.00	175.60	92*0228160	92*0228160
Total Fund 12 General Fund Restricted		<u>229,219.30</u>	<u>0.00</u>	<u>229,219.30</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44575	Child Development Fund	1,677.02	0.00	1,677.02	92*0226948	92*0226950
44576	Child Development Fund	137.90	0.00	137.90	92*0226951	92*0226951
44624	Child Development Fund	2,590.34	0.00	2,590.34	92*0227891	92*0227895
44625	Child Development Fund	847.78	0.00	847.78	92*0227896	92*0227897
44626	Child Development Fund	1,223.67	0.00	1,223.67	92*0227898	92*0227899
44653	Child Development Fund	112.58	0.00	112.58	92*0227983	92*0227984
44654	Child Development Fund	1,344.85	0.00	1,344.85	92*0227985	92*0227986
44655	Child Development Fund	2,519.66	0.00	2,519.66	92*0227987	92*0227991
44670	Child Development Fund	2,383.32	0.00	2,383.32	92*0228033	92*0228034
44678	Child Development Fund	11,600.00	0.00	11,600.00	92*0228047	92*0228047
44687	Child Development Fund	1,961.67	0.00	1,961.67	92*0228066	92*0228067
44700	Child Development Fund	1,825.72	0.00	1,825.72	92*0228115	92*0228118
Total Fund 33 Child Development Fund		<u>28,224.51</u>	<u>0.00</u>	<u>28,224.51</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44578	Capital Outlay Projects Fund	260.13	0.00	260.13	92*0226953	92*0226953
44659	Capital Outlay Projects Fund	74,185.20	0.00	74,185.20	92*0227998	92*0227998
44673	Capital Outlay Projects Fund	21,484.25	0.00	21,484.25	92*0228041	92*0228041
44674	Capital Outlay Projects Fund	77,370.00	0.00	77,370.00	92*0228042	92*0228043
44704	Capital Outlay Projects Fund	8,242.80	0.00	8,242.80	92*0228124	92*0228124
Total Fund 41 Capital Outlay Projects Fu		181,542.38	0.00	181,542.38		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44577	Bond Fund, Measure E	782.00	0.00	782.00	92*0226952	92*0226952
44627	Bond Fund, Measure E	4,749.11	0.00	4,749.11	92*0227900	92*0227903
44628	Bond Fund, Measure E	5,439.39	0.00	5,439.39	92*0227904	92*0227905
44629	Bond Fund, Measure E	48,998.70	0.00	48,998.70	92*0227906	92*0227907
44630	Bond Fund, Measure E	2,500.00	0.00	2,500.00	92*0227908	92*0227909
44641	Bond Fund, Measure E	17,449.56	0.00	17,449.56	92*0227949	92*0227950
44642	Bond Fund, Measure E	55,942.31	0.00	55,942.31	92*0227951	92*0227952
44643	Bond Fund, Measure E	8,095.94	0.00	8,095.94	92*0227953	92*0227955
44656	Bond Fund, Measure E	111,000.00	0.00	111,000.00	92*0227992	92*0227993
Union Bank of Calif						
44657	Bond Fund, Measure E	14,666.16	0.00	14,666.16	92*0227994	92*0227995
44658	Bond Fund, Measure E	27,736.18	0.00	27,736.18	92*0227996	92*0227997
44671	Bond Fund, Measure E	99,485.02	0.00	99,485.02	92*0228035	92*0228036
44672	Bond Fund, Measure E	83,746.27	0.00	83,746.27	92*0228037	92*0228040
44701	Bond Fund, Measure E	15,444.53	0.00	15,444.53	92*0228119	92*0228119
44702	Bond Fund, Measure E	113,333.62	0.00	113,333.62	92*0228120	92*0228120
General Consolidated						
44703	Bond Fund, Measure E	28,747.25	0.00	28,747.25	92*0228121	92*0228123
44720	Bond Fund, Measure E	1,064.25	0.00	1,064.25	92*0228170	92*0228171
Total Fund 42 Bond Fund, Measure E		639,180.29	0.00	639,180.29		

Check Registers Submitted for Approval
Checks Written for Period 09/19/09 thru 10/02/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44644	Property and Liability Fund	6,395.84	0.00	6,395.84	92*0227956	92*0227956
Total Fund 61 Property and Liability Fund		6,395.84	0.00	6,395.84		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44705	Workers' Compensation Fund	1,747 42	0.00	1,747 42	92*0228125	92*0228125
Total Fund 62 Workers' Compensation Fu		<u><u>1,747.42</u></u>	<u><u>0.00</u></u>	<u><u>1,747.42</u></u>		

Check Registers Submitted for Approval
Checks Written for Period 09/19/09 thru 10/02/09

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
44632	Student Financial Aid Fund	1,507.06	0.00	1,507.06	92*0227911	92*0227912
44679	Student Financial Aid Fund	1,300.00	0.00	1,300.00	92*0228048	92*0228048
Total Fund 74 Student Financial Aid Fund		<u><u>2,807.06</u></u>	<u><u>0.00</u></u>	<u><u>2,807.06</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	2,417,501.66
Total Fund 12 General Fund Restricted	229,219.30
Total Fund 33 Child Development Fund	28,224.51
Total Fund 41 Capital Outlay Projects Fund	181,542.38
Total Fund 42 Bond Fund, Measure E	639,180.29
Total Fund 61 Property and Liability Fund	6,395.84
Total Fund 62 Workers' Compensation Fund	1,747.42
Total Fund 74 Student Financial Aid Fund	2,807.06
Grand Total:	<u><u>3,506,618.46</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date:	October 12, 2009
Re:	Approval of the 2009-2010 Adopted Budget		
Action:	Request for Approval		

BACKGROUND

In accordance with the California Code of Regulations, Title 5, Sections 58301 and 58305(c), the governing board of each community college district shall hold a public hearing and adopt a final budget by September 15 of each year. This year, the State budget was signed by the Governor on July 28th, however, due to the magnitude of the reductions to community colleges, the state Chancellor's Office, through the authority of CCR Title 5, Section 58306, has extended the September 15th to October 15th.

ANALYSIS

A bound copy of the proposed Adopted Budget has been provided for your review. It contains a balanced budget for all of the funds under the District. Furthermore, the Chancellor's Message can be found on Page 3 and provides an overview of the major assumptions used in the budget development process.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2009-2010 Adopted Budget as presented.

Fiscal Impact:	As presented in Adopted Budget	Board Date:	October 12, 2009
Prepared by:	Noemi M. Kanouse, Assistant Vice Chancellor, Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS AND FISCAL SERVICES**

To: Board of Trustees	Date: October 12, 2009
Re: Approval of the 2008-09 CCFS-311 Report, including the Gann Appropriation Limit	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

A copy of the CCFS-311 Report has been provided for your review. The CCFS-311 Report is divided into two parts: Revenues, Expenditures and Fund Balance Data for all district funds and Supplemental Data. The Supplemental Data includes: the Gann Appropriations Limit, an Analysis of Net Ending Balance for the General Fund, an Analysis of Compliance with the 50 Percent Law, a Detail of General Fund Revenues, the Expenditures by Activity for the General Fund, the Receipt and Expenditures of Lottery Proceeds, and an Analysis of Interfund Transfers.

The Gann Appropriation Limit for our district is computed at \$251,394,032. Historically, our district has never met or been close to meeting the appropriation limit.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2008-2009 CCFS-311 Report as presented and establish the District's 2009-2010 Gann Limit in the amount of \$251,394,032.

Fiscal Impact: None	Board Date: October 12, 2009
Prepared by: Noemi M. Kanouse, Assistant Vice Chancellor, Fiscal Services	
Submitted by: Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

SUPPLEMENTAL DATA

Proposition 4: Gann Appropriation Limit

Proposition 4 (November 1979, Special Election) added Article XIIB to the State Constitution to place limitations of the expenditures of State and local governments.

SB 1352, Chapter 1205/80, provided the implementation of Article XIIB. Subsequently, that legislation was amended by SB 98 (Chapter 82/89), AB 198 (Chapter 83/89), and AB 751 (Chapter 1395/89).

Using the method prescribed by the Chancellor's Office and approved by the Department of Finance; please provide district information for the budget year, pursuant to Government Code Sections 7908(c) and 7910, as follows:

Budget Year: 2009-2010

Description	State Use Only (EDP)	S11 Amount
Appropriations Limit.	11	\$251,394,032
Appropriations subject to limit.	12	\$119,942,034
Amount of State aid apportionments and subventions included within the proceeds of taxes of the district.	13	\$82,523,008
Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.	14	\$754,230

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group

10 General Fund:

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2008-09

Budget Year: 2009-10

GENERAL FUND

Description	State Use Only (EDP)	Fund: <u>11</u> UNRESTRICTED SUBFUND		Fund: <u>12</u> RESTRICTED SUBFUND		Fund: <u>10</u> TOTAL	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100			10,575,709	14,255,279	10,575,709	14,255,279
State Revenues	8600	95,712,611	87,109,852	15,964,954	13,846,626	111,677,565	100,956,478
Local Revenues	8800	52,078,094	47,556,914	2,169,758	2,538,344	54,247,852	50,095,258
TOTAL REVENUES	801	147,790,705	134,666,766	28,710,421	30,640,249	176,501,126	165,307,015
EXPENDITURES:							
Academic Salaries	1000	62,039,261	56,205,035	6,249,987	5,553,645	68,289,248	61,758,680
Classified Salaries	2000	33,697,012	31,005,147	9,655,122	8,301,896	43,352,134	39,307,043
Employee Benefits	3000	29,823,296	31,795,625	4,009,889	3,704,002	33,833,185	35,499,627
Supplies and Materials	4000	953,568	1,238,435	1,406,317	1,551,331	2,359,885	2,789,766
Other Operating Expenses and Services	5000	19,072,587	19,238,319	4,035,329	8,769,973	23,107,916	28,008,292
Capital Outlay	6000	458,337	1,047,087	1,739,469	2,424,162	2,197,806	3,471,249
TOTAL EXPENDITURES	501	146,044,061	140,529,648	27,096,113	30,305,009	173,140,174	170,834,657
EXCESS / (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	1,746,644	(5,862,882)	1,614,308	335,240	3,360,952	(5,527,642)
OTHER FINANCING SOURCES	8900	16,237	6,000		135,595	16,237	141,595
OTHER OUTGO	7000	832,530	1,260,513	1,364,943	771,340	2,197,473	2,031,853
NET INCREASE/(DECREASE) IN FUND BALANCE	901	930,351	(7,117,395)	249,365	(300,505)	1,179,716	(7,417,900)
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	15,476,747	16,566,608	210,650	300,505	15,687,397	16,867,113
Prior Years Adjustments	903	159,510		(159,510)			
Adjusted Beginning Balance	904	15,636,257		51,140		15,687,397	
ENDING FUND BALANCE, JUNE 30	905	16,566,608	9,449,213	300,505		16,867,113	9,449,213

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group

20 Debt service Funds:

5.3 (4) **REVENUES, EXPENDITURES, AND FUND BALANCE DATA**

For Actual Year: 2008-09 Budget Year: 2009-10

DEBT SERVICE FUNDS

Description	State Use Only (EDP)	Fund: <u>21</u>		Fund: <u>22</u>		Fund: <u>29</u>	
		BOND INTEREST AND REDEMPTION FUND		REVENUE BOND INTEREST AND REDEMPTION FUND		OTHER DEBT SERVICE FUND	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	105,509					
Local Revenues	8800	14,966,344	16,776,027				
TOTAL REVENUES	801	15,071,853	16,776,027				
Other Financing Sources (CA 8900):							
Interfund Transfers - In	802						
Other Incoming Transfers	803						
TOTAL - OTHER FINANCING SOURCES	808						
Other Outgo (CA 7000):							
Debt Retirement (Long Term Debt) (CA 7100):							
Debt Reduction	711	5,374,268	2,749,324				
Debt Interest and Other Service Charges	712	12,811,670	12,739,689				
Transfers (Outgoing) (CA 7300 and 7400)	730						
Reserve for Contingencies	7900						
TOTAL - OTHER OUTGO	708	18,185,938	15,489,013				
NET OTHER FINANCING SOURCES (OTHER OUTGO) (CA 8900/7000)	202	(18,185,938)	(15,489,013)				
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(3,114,085)	1,287,014				
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	7,797,431	4,711,757				
Prior Years Adjustments	903	28,411					
Adjusted Beginning Balance	904	7,825,842					
ENDING FUND BALANCE, JUNE 30	905	4,711,757	5,998,771				

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
30 Special Revenue Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2008-09 Budget Year: 2009-10

Special Revenue Funds

Description	State Use Only (EDP)	FUND: 31 BOOKSTORE FUND		FUND: 33 CHILD DEVELOPMENT FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100			439,293	404,025		
State Revenues	8600			4,081,539	4,096,062		
Local Revenues	8800	8,190,523	8,660,000	484,004	333,773		
TOTAL REVENUES	801	8,190,523	8,660,000	5,004,836	4,833,860		
EXPENDITURES:							
Academic Salaries	1000			2,220,334	2,088,041		
Classified Salaries	2000	1,123,555	1,242,837	1,213,441	1,148,944		
Employee Benefits	3000	344,893	382,213	1,269,735	1,188,075		
Supplies and Materials	4000	6,218,587	6,500,000	277,182	215,749		
Other Operating Expenses and Services	5000	320,996	284,350	78,738	106,880		
Capital Outlay	6000	48,403	50,000	67,117	84,988		
TOTAL EXPENDITURES	501	8,056,434	8,459,400	5,126,547	4,832,677		
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	134,089	200,600	(121,711)	1,183		
OTHER FINANCING SOURCES	8900			248,772	147,022		
OTHER OUTGO	7000	200,600	200,600	263,092	145,450		
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(66,511)		(136,031)	2,755		
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	4,439,464	4,372,953	205,342	69,311		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	4,439,464		205,342			
ENDING FUND BALANCE, JUNE 30	905	4,372,953	4,372,953	69,311	72,066		

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
40 Capital Projects Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2008-09 Budget Year: 2009-10

Capital Projects Funds

Description	State Use Only (EDP)	FUND: 41 CAPITAL OUTLAY PROJECTS FUND		FUND: 42 REVENUE BOND CONSTRUCTION FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	5,389,578	6,245,282				
Local Revenues	8800	4,710,537	230,629	3,369,035	1,465,654		
TOTAL REVENUES	801	10,100,115	6,475,911	3,369,035	1,465,654		
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	3,646	6,355				
Other Operating Expenses and Services	5000	68,709	46,212	164,541	115,000		
Capital Outlay	6000	6,475,827	10,282,699	28,843,878	103,829,786		
TOTAL EXPENDITURES	501	6,548,182	10,335,266	29,008,419	103,944,786		
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	3,551,933	(3,859,355)	(25,639,384)	(102,479,132)		
OTHER FINANCING SOURCES	8900	446,596	974,019				
OTHER OUTGO	7000						
NET INCREASE/(DECREASE) IN FUND BALANCE	901	3,998,529	(2,885,336)	(25,639,384)	(102,479,132)		
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	9,064,908	13,063,437	168,190,946	142,551,562		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	9,064,908		168,190,946			
ENDING FUND BALANCE, JUNE 30	905	13,063,437	10,178,101	142,551,562	40,072,430		

5.3(6)

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2008-09 Budget Year: 2009-10

INTERNAL SERVICE FUNDS

Description	State Use Only (EDP)	FUND: 61 SELF-INSURANCE FUND		FUND: 69 OTHER INTERNAL SERVICES FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
TOTAL INCOME	801	3,566,475	3,840,602	5,520,214	5,699,380		
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000	148,068	148,068				
Employee Benefits	3000	51,124	53,122	8,171,157	8,034,079		
Supplies and Materials	4000	300	5,889				
Other Operating Expenses and Services	5000	3,251,024	3,630,656	23,283	20,000		
Capital Outlay	6000	43,192	69,796				
TOTAL EXPENDITURES	501	3,493,708	3,907,531	8,194,440	8,054,079		
NET INCOME / LOSS	201	72,767	(66,929)	(2,674,226)	(2,354,699)		
OTHER FINANCING SOURCES	8900						
OTHER OUTGO	7000						
NET INCREASE / (DECREASE) IN RETAINED EARNINGS	901	72,767	(66,929)	(2,674,226)	(2,354,699)		
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	5,019,758	5,092,525	(10,453,709)	(13,127,935)		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	5,019,758		(10,453,709)			
ENDING FUND BALANCE, JUNE 30	905	5,092,525	5,025,596	(13,127,935)	(15,482,634)		

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

Fiduciary Funds Group

70 Fiduciary Funds Group

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2008-09

Budget Year: 2009-10

Fiduciary Funds Group

Description	State Use Only (EDP)	FUND: 71 ASSOCIATED STUDENTS TRUST FUND		FUND: 74 STUDENT FINANCIAL AID TRUST FUND		FUND: 79 OTHER TRUST FUNDS	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100			10,167,669	10,378,071		
State Revenues	8600			988,000	1,023,278		
Local Revenues	8800	101,258	103,300	45,492	39,385	1,922,945	2,005,250
TOTAL REVENUES	801	101,258	103,300	11,201,161	11,440,734	1,922,945	2,005,250
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000	15,804	16,463			506,743	568,933
Employee Benefits	3000	5,288	5,107			141,883	166,898
Supplies and Materials	4000						500
Other Operating Expenses and Services	5000	78,579	81,730	139,573	133,925	1,180,874	1,384,519
Capital Outlay	6000	34,232				136,330	85,000
TOTAL EXPENDITURES	501	133,903	103,300	139,573	133,925	1,965,830	2,205,850
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	(32,645)		11,061,588	11,306,809	(42,885)	(200,600)
OTHER FINANCING SOURCES	8900					200,600	200,600
OTHER OUTGO	7000			11,175,648	11,411,809		
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(32,645)		(114,060)	(105,000)	157,715	
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	406,574	373,929	1,588,542	1,474,482	425,539	583,254
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	406,574		1,588,542		425,539	
ENDING FUND BALANCE, JUNE 30	905	373,929	373,929	1,474,482	1,369,482	583,254	583,254

SUPPLEMENTAL DATA

Proposition 4: Gann Appropriation Limit

Proposition 4 (November 1979, Special Election) added Article XIII B to the State Constitution to place limitations of the expenditures of State and local governments.

SB 1352, Chapter 1205/80, provided the implementation of Article XIII B. Subsequently, that legislation was amended by SB 98 (Chapter 82/89), AB 198 (Chapter 83/89), and AB 751 (Chapter 1395/89).

Using the method prescribed by the Chancellor's Office and approved by the Department of Finance; please provide district information for the budget year, pursuant to Government Code Sections 7908(c) and 7910, as follows:

Budget Year: 2009-2010

Description	State Use Only (EDP)	S11 Amount
Appropriations Limit.	11	\$251,394,032
Appropriations subject to limit.	12	\$119,942,034
Amount of State aid apportionments and subventions included within the proceeds of taxes of the district.	13	\$82,523,008
Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.	14	\$754,230

SUPPLEMENTAL DATA
For Actual Year: 2008-09

Description	State Use Only (EDP)	General Fund Total No. S10
A. NET ENDING BALANCE	905	16,867,113
Identify the following legally restricted or Board designated amounts within the net ending balance:		
B. Noncash Assets (items of noncash nature not readily available to meet fund expenditures)		
Investments (at cost)	611	
Student Loans Receivable	612	
Stores, Inventories, and Prepaid Items	613	42,703
Subtotal B	619	42,703
C. Amounts restricted by law (legal requirement) includes specific tax revenues, grants, and appropriations for special purposes.)		
Federal and State	621	
Local	622	784,033
Subtotal C	629	784,033
D. Subtotal. Reserved (B + C)	675	826,736
E. Amounts committed by contract/other legal obligations:		
Capital Outlay and Equipment Replacement	631	
Collective Bargaining Contracts, Personal Services, and/or Consulting Contracts	632	3,370,600
Other	633	2,843,402
Subtotal E	639	6,214,002
F. Amounts for district's self-insurance program	649	1,183,049
G. Amounts for court order payments	659	
H. Amounts designated by Board action for specific future purposes excluding amounts above:		
Capital Outlay and Equipment Replacement	661	
Personal Services and/or Consulting Contracts	662	
General Reserve	663	8,643,326
Other	664	
Subtotal H	669	8,643,326
I. TOTAL, DESIGNATED AMOUNTS (D through H)	679	16,867,113
J. UNCOMMITTED BALANCE (A less I)	690	

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S11 GENERAL FUND - UNRESTRICTED SUBFUND

Object Category	State Use Only (EDP)	ECS 84362(a) Instructional Salary Costs (AC 0100-5900 and AC 6110) (1)	ECS 84362(b) Total (AC 0100 - 6799) (2)
Academic Salaries (CA 1000):			
Instructional Salaries (CA 1100 and 1300)	407	47,287,416	47,287,416
Noninstructional Salaries (CA 1200 and 1400)	408		14,508,000
Subtotal Academic Salaries	409	47,287,416	61,795,416
Classified Salaries (CA 2000):			
Noninstructional Salaries (CA 2100 and 2300)	411		27,789,534
Instructional Aides (CA 2200 and 2400)	416	3,150,521	3,150,521
Subtotal Classified Salaries	419	3,150,521	30,940,055
Employee Benefits (CA 3000)	429	12,084,411	28,764,679
Supplies and Materials (CA 4000)	435		881,563
Other Operating Expenses and Services (CA 5000)	449	7,037,610	18,632,772
Equipment Replacement (CA 6400 Equipment, subsidiary "Replacement")	451		
TOTAL (409 + 419 + 429) and (435 + 449 + 451)	459	69,559,958	141,014,485
Less Exclusions for Current Expense of Education	469	213,605	4,755,461
TOTALS for ECS 84362, 50 Percent Law (459 - 469)	470	69,346,353	136,259,024
Percentage of CEE (EDP 470, col. 1 divided by EDP 470, col. 2)	471	50.89%	100.00%
50 Percent of Current Expense of Education (50% of EDP 470, col. 2)	472		68,129,512
Nonexempted Deficiency from second preceding fiscal year	473		
Amount Required to be Expended for Salaries of Classroom instructors (472 + 473)	474		68,129,512

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Detail of General Fund Revenues

SUPPLEMENTAL DATA
 For Actual Year: 2008-09

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
Federal Revenues (CA 8100):				
Forest Reserve	8110			
Higher Education Act	8120		2,222,677	2,222,677
Workforce Investment Act	8130		439,873	439,873
Temporary Assistance for Needy Families (TANF)	8140		123,106	123,106
Student Financial Aid	8150		18,385	18,385
Veterans Education	8160			
Vocational and Technical Education Act (VTEA)	8170		1,307,621	1,307,621
Other Federal Revenues	8190		6,464,047	6,464,047
TOTAL FEDERAL REVENUES	8100		10,575,709	10,575,709
State Revenues (CA 8600)				
General Apportionments (CA 8610)				
Apprenticeship Apportionment	121	2,590,575		2,590,575
State General Apportionment	122	87,494,152		87,494,152
Other General Apportionments	123	1,476,904		1,476,904
General Categorical Programs (CA 8620)				
Child Development	124			
Extended Opportunity Programs and Services (EOPS)	125		2,054,704	2,054,704
Disabled Students Programs and Services (DSPS)	126		2,352,051	2,352,051
Temporary Assistance for Needy Families (TANF)	127			
CA Work Oppor. & Responsibility to Kids (CalWORKs)	128		333,101	333,101
Telecomm. and Technology Infrastructure Program (TTIP)	129		95,100	95,100
Other General Categorical Programs	130		8,416,027	8,416,027
Reimbursable Categorical Programs (CA 8650)				
Instructional Improvement Grant	132			
Other Reimbursable Categorical Programs	133		2,256,679	2,256,679
State Tax Subventions (CA 8670):				
Homeowners' Property Tax Relief	134	349,827		349,827
Timber Yield Tax	135	9		9
Other State Tax Subventions	136			
State Non-Tax Revenues (CA 8680):				
State Lottery Proceeds	137	3,801,144	457,292	4,258,436
State Mandated Costs	138			
Other State Non-Tax Revenues	139			
Other State Revenues	8690			
TOTAL STATE REVENUES	8600	95,712,611	15,984,954	111,677,565

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Detail of General Fund Revenues

SUPPLEMENTAL DATA
 For Actual Year: 2008-09

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
Local Revenues (CA 8800):				
Property Taxes (CA8810):				
Tax Allocation, Secured Roll	8811	37,659,437		37,659,437
Tax Allocation, Supplemental Roll	8812	915,605		915,605
Tax Allocation, Unsecured Roll	8813	1,577,203		1,577,203
Prior Years Taxes	8816	2,045,566		2,045,566
Education Revenue Augmentation Fund (ERAF)	8817	459,606		459,606
Contributions, Gifts, Grants, and Endowments	8820			
Contract Services (CA 8830):				
Contract Instructional Services	140		80,363	80,363
Other Contract Services	141		7,280	7,280
Sales and Commissions	8840	4,707		4,707
Rentals and Leases	8850	310,691		310,691
Interest and Investment Income	8860	493,561		493,561
Student Fees and Charges				
Community Services Classes	8872			
Dormitory	8873			
Enrollment	8874	5,210,027		5,210,027
Field Trips and use of Nondistrict Facilities	8875			
Health Services	8876		742,697	742,697
Instructional Materials Fees and Sales of Materials	8877		124,155	124,155
Insurance	8878			
Student Records	8879	109,848		109,848
Nonresident Tuition	8880	2,686,602		2,686,602
Parking Services and Public Transportation	8881			
Other Student Fees and Charges	8885	68,706	615,528	684,234
Other Local Revenues	8890	536,535	599,735	1,136,270
TOTAL LOCAL REVENUES	8800	52,078,094	2,169,758	54,247,852
TOTAL REVENUES (8100 + 8600 + 8800)	801	147,790,705	28,710,421	176,501,126
Other Financing Sources (CA 8900):				
Proceeds of General Fixed Assets	8910	16,237		16,237
Proceeds of General Long-Term Debt	8940			
Incoming Transfer	8980			
TOTAL OTHER FINANCING SOURCES	8900	16,237		16,237
TOTAL REVENUES AND OTHER FINANCING SOURCES	899	147,806,942	28,710,421	176,517,363

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA
 For Actual Year: 2008-09

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Agriculture and Natural Resources	0100	2,320		2,090			4,410
Architecture and Environmental Design	0200						
Environmental Sciences and Technologies	0300						
Biological Sciences	0400	2,338,430	39,092	25,554	22,560		2,425,636
Business and Management	0500	4,041,581	401,594	178,425	166,817		4,788,417
Communications	0600	575,047	192,099	44,382	80,365		891,893
Information Technology	0700	1,343,267	17,000	27,523	5,094		1,392,884
Education	0800	4,353,080	170,597	141,007	10,887		4,675,571
Engineering and Industrial Tech.	0900	1,996,103	155,990	2,813,792	345,608		5,311,493
Fine and Applied Arts	1000	3,132,141	365,598	114,771	58,507		3,671,017
Foreign Language	1100	1,335,220	19,224				1,354,444
Health	1200	3,200,934	541,890	111,152	198,728		4,052,704
Family and Consumer Sciences	1300	1,954,659	91,469	77,956	2,973		2,127,057
Law	1400	139,875	9,969	252			150,096
Humanities (Letters)	1500	6,032,544	356,653	29,305	7,908		6,426,410
Library Science	1600	59,485	9,866	1,290	76,775		147,416
Mathematics	1700	5,552,594	337,934	26,743	7,271		5,924,542
Military Studies	1800						
Physical Sciences	1900	2,587,491	211,087	53,205	13,543		2,865,326
Psychology	2000	894,667	17,760				912,427
Public and Protective Services	2100	4,660,785	206,863	2,623,656			7,491,304
Social Sciences	2200	3,335,538	37,173	32,161			3,404,872
Commercial Services	3000	65,190	14,312	442,658			522,160
Interdisciplinary Studies	4900	14,826,042	2,867,807	1,805,478	372,769		19,872,096
Instruct. Staff-Retir's Brnfts & Retire. Incents	5900	1,921,182					1,921,182
Subtotal - Instructional Activities	599	64,348,175	6,063,977	8,551,400	1,369,805		80,333,357

** Salaries and Benefits of staff in noninstructional assignments * Salaries and Benefits of instructors and instructional aides in instructional assignments

5.3 (14)

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Instruct. Admin. & Instruct. Governance (6000)							
Academic Administration	6010		9,384,666	312,576	53,137		9,750,379
Course and Curriculum Development	6020		240,339	47,927			288,266
Academic/Faculty Senate	6030		498,328	323			498,651
Other Instruct. Admin. & Instruct Governance	6090		180,932	31,610			212,542
Subtotal - Instructional Administration	6000		10,304,265	392,436	53,137		10,749,838
Instructional Support Services (6100)							
Learning Center	6110	536,745	618,761	74,746	50,196		1,280,448
Library	6120		2,614,245	145,084	104,908		2,864,237
Media	6130		864,398	31,919	56,863		953,180
Museums and Galleries	6140						
Academic Information Systems and Tech.	6150		10,388	10,349			20,737
Other Instructional Support Services	6190		431,488	46,782	1,002		479,272
Subtotal - Instructional Support Services	6100	536,745	4,539,280	308,880	212,969		5,597,874
Admissions and Records	6200		4,339,886	92,700	45,526		4,478,112
Student Counseling and Guidance (6300)							
Counseling and Guidance	6310		6,477,598	23,969	8,045		6,509,612
Matriculation and Student Assessment	6320		763,071	93,609	19,732		876,412
Transfer Programs	6330		1,230,352	80,314	3,375		1,314,041
Career Guidance	6340		323,241	20,728	2,359		346,328
Other Student Counseling and Guidance	6390		14,946				14,946
Subtotal - Student Counseling and Guidance	6300		8,809,208	218,620	33,511		9,061,339

5.3 (15)

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Other Student Services (6400)							
Disabled Students Program & Services (DSPS)	6420		1,891,053	106,441	18,671		2,016,165
Extended Opportunity Prgms. & Services (EOPS)	6430		1,746,680	56,374	14,875		1,817,929
Health Services	6440		1,057,604	78,852	1,500		1,137,956
Student Personnel Administration	6450		454,247	29,334			483,581
Financial Aid Administration	6460		2,260,032	195,610	23,086		2,478,728
Job Placement Services	6470		1,127,260	9,284	2,155		1,138,699
Veterans Services	6480		67,602	1,353			68,955
Miscellaneous Student Services	6490		4,840,536	1,756,261	41,986		6,638,783
Subtotal - Other Student Services	6400		13,445,014	2,233,509	102,273		15,780,796
Operation and Maintenance of Plant (6500)							
Building Maintenance and Repairs	6510		1,238,493	713,983	5,135		1,957,611
Custodial Services	6530		3,338,893	283,991	1,075		3,623,959
Grounds Maintenance and Repairs	6550		505,021	310,564			815,585
Utilities	6570			4,078,966			4,078,966
Other Operation and Maintenance of Plant	6590		(293)	2,375			2,082
Subtotal - Operation and Maintenance of Plant	6500		5,082,114	5,389,879	6,210		10,478,203
Planning, Policymaking, and Coordination	6600		2,213,482	631,873			2,845,355

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
General Institutional Support Services (6700)							
Community Relations	6710		574,941	90,392			665,333
Fiscal Operations	6720		3,024,697	1,049,302	333		4,074,332
Human Resources Management	6730		1,172,514	66,170	2,343		1,241,027
Noninstrl. Staff Retirees' Bnfts. & Retire. Incent.	6740		1,992,423				1,992,423
Staff Development	6750		430,115	543,588	11,575		985,278
Staff Diversity	6760			23,355			23,355
Logistical Services	6770		3,737,421	1,847,661	4,656		5,589,738
Management Information Systems	6780		6,398,281	2,777,079	308,912		9,484,272
Other General Institutional Support Services	6790		2,333,215	553,573	14,168		2,900,956
Subtotal - General Institutional Support Services	6700		19,663,607	6,951,120	341,987		26,956,714
Community Svcs. & Economic Develop. (6800)							
Community Recreation	6810						
Community Service Classes	6820			1,880			1,880
Community Use Facilities	6830		196,519				196,519
Economic Development	6840		2,290,089	185,796	8,749		2,484,634
Other Community Svcs. & Economic Development	6890		608,016	325,927			933,943
Subtotal - Community Services	6800		3,094,624	513,603	8,749		3,616,976

5.3 (17)

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Ancillary Services (6900)							
Bookstores	6910						
Child Development Centers	6920						
Farm Operations	6930						
Food Services	6940						
Parking	6950		910,133	49,144			959,277
Student and Co-curricular Activities	6960		306,134	115,703	21,956		443,793
Student Housing	6970						
Other Ancillary Services	6990		626,756				626,756
Subtotal - Ancillary Services	6900		1,843,023	164,847	21,956		2,029,826
Auxiliary Operations (7000)							
Contract Education	7010		32,686	6,619			39,305
Other Auxiliary Operations	7090		631,555				631,555
Subtotal - Auxiliary Operations	7000		664,241	6,619			670,860
Physical Property and Related Acquisitions (7100)	7100		526,926	12,315	1,683		540,924
Long-Term Debt and Other Financing (7200)							
Long-Term Debt	7210						
Tax Revenue Anticipation Notes	7220						
Other Financing	7290						
Subtotal - Long-Term Debt and Other Financing	7200						
Transfers, Student Aid, and Other Outgo (7300)							
Transfers	7310					695,368	695,368
Student Aid	7320					1,502,105	1,502,105
Other Outgo	7330						
Subtotal - Transfers, Student Aid, and Other Outgo	7300					2,197,473	2,197,473
TOTAL EXPENDITURES and OTHER OUTGO	391	64,884,920	80,589,647	25,467,801	2,197,806	2,197,473	175,337,647

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

**CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report
SUPPLEMENTAL DATA**

Receipt and Expenditures of Lottery Proceeds

L10 GENERAL FUND

For Actual Year: 2008-09

Budget Year: 2009-10

Description	State Use Only (EDP)	Instructional Activities (0100 - 5900) (1)	Instructional & Institutional Support Activities (6000 - 6700) (2)	Others (3)	Total (Col. 1 thru 3) (4)
1. 06/30/08 Reported Ending Balance	902				
2. Adjustments	903				
3. Adjusted Beginning Balance (lines 1 + 2)	904				
Part I. Actual Fiscal Year Data					
4. State Lottery Proceeds:					
a) Cash Received	869A				2,174,851
b) Accrued	860A				2,083,585
Expenditures:					
5. Salaries and Benefits (Objects 1000 - 3000)	100A				
6. Supplies and Materials (Object 4000)					
(a) Software	210A				
(b) Books, Magazines, & Periodicals	220A	7,959			7,959
(c) Instructional Supplies & Materials	230A	292,207	43,289		335,496
(e) Noninstructional Supplies & Materials	240A				
7. Other. Oper. Exp. & Services (5000)	400A	27,398	3,796,885		3,824,283
8. Capital Outlay:					
a) Library Books (Object 6300)	630A		68,229		68,229
b) Equipment (Object 6400)	640A	21,830	639		22,469
9. Other	650A				
10. Total Expenditures (add lines 5 thru 9)	501A	349,394	3,909,042		4,258,436
11. 06/30/09 Balance (lines 3 + 4 - 10)	905A				
Part II. Budget Fiscal Year Data					
12. State Lottery Proceeds (estimated)	869B				4,288,799
Expenditures:					
13. Salaries and Benefits (Objects 1000 - 3000)	100B				
14. Supplies & Materials (Object 4000)					
(a) Software	210B		900		900
(b) Books, Magazines, & Periodicals	220B	6,009			6,009
(c) Instructional Supplies & Materials	230B	303,704	85,539		389,243
(e) Noninstructional Supplies & Materials	240B	1,154			1,154
15. Other Oper. Exp. & Services (Object 5000)	400B	27,786	3,784,155		3,811,941
16. Capital Outlay:					
a) Library Books (Object 6300)	630B		46,874		46,874
b) Equipment (Object 6400)	640B	32,246	432		32,678
17. Other	650B				
18. Total Expenditures (add lines 13 thru 17)	501B	370,899	3,917,900		4,288,799
19. 06/30/10 Projected Balance (add lines 11 + 12 - 18)	905B				

**CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report**

SUPPLEMENTAL DATA

Analysis of Interfund Transfers

For Actual Year: 2008-09

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
79	IN	Other Trust Funds	200,600	
31	OUT	Bookstore Fund		200,600
41	IN	Capital Outlay Projects Fund	446,596	
10	OUT	General Funds		446,596
33	IN	Child Development Fund	248,772	
10	OUT	General Funds		248,772

**CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report**

**** Summary Page ****

Page: 2

**SUPPLEMENTAL DATA
For Actual Year: 2008-09**

Analysis of Interfund Transfers

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
Summary Totals				
Totals			895,968	895,968
79		Other Trust Funds	200,600	
31		Bookstore Fund		200,600
41		Capital Outlay Projects Fund	446,596	
10		General Funds		695,368
33		Child Development Fund	248,772	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS & FISCAL SERVICES**

To:	Board of Trustees	Date: October 12, 2009
Re:	Approval of Additional Architectural Services - SAC Child Development Center	
Action:	Request for Approval	

BACKGROUND:

On January 13, 2005, the Board of Trustees approved an agreement with Fields Devereaux Architects and Engineers (now, Harley Ellis Devereaux Architects & Engineers) for the design and engineering associated with the Santa Ana College Child Development Center.

ANALYSIS:

Additional professional design and engineering services are required of Harley Ellis Devereaux in order to revise the documents as a result of the constructability review, redesign of the roof structure and delivery of the project to a Construction Manager as a multi prime project. Also included is preparing contract documents for Audio/Visual and Security infrastructure as well as playground equipment coordination.

The cost for these additional design and engineering services is estimated at \$85,111 including reimbursable expenses. Base architectural fees are at 8% of the estimated construction cost for this project.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional services provided by Harley Ellis Devereaux in the amount of \$85,111 as presented.

Fiscal Impact:	\$85,111.00	Board Date: October 12, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	



DEVEREAUX

September 30, 2009

Darryl Odum
2323 N. Broadway
Suite 112
Santa Ana, CA. 92706

601 South Figueroa Street Suite 50C
Los Angeles, California
90036 | USA

T 213.642.4600
F 213.642.4515
harleyellisdevereaux.com

Subject: Santa Ana College Child Development Center
Project No. 2005-00012-000
Additional Services Request- Final bid reconciliation

Dear Darryl:

Please review this additional service as required per the contract for additional fees related to the actual Construction bids plus previously rendered services. This additional service is governed by the conditions of our existing Owner/Architect agreement of 1/25/05.

Fee Proposal

As discussed via conference call on 9/22/09 regarding fee reconciliation please note the calculations below which reflect the total fee amount to date owed for services previously rendered and accepted for the project (please note that this does not include Change Orders which will be reconciled near the end of construction):

	FEE
Final bid total \$8,063,915.00 x %8 =	\$645,113.00
Redesign of roof =	\$ 25,678.00
Site Relocation =	\$ 28,895.00
CM Multiple Prime =	\$ 34,400.00
AV/Security coordination =	\$ 26,525.00
Playyard equip. coordination meetings =	\$ <u>6,500.00</u>
Subtotal fee =	\$767,111.00*
Districts Accounting fee total =	\$682,000.00*
Reconciled fee owed to HED =	\$ 85,111.00*

*- Does not include reimbursable fee

Additional Services Fee

Harley Ellis Devereaux' fee for providing the above outlined services will be a lump sum amount of **Eighty Five Thousand One Hundred and Eleven Dollars (\$85,111)**.

Planning
Architecture
Engineering
Interior Architecture
Landscape Architecture
Construction Services

Partner Companies:

Spectrum Strategies
Crime Lab Design
GreenWorks Studio
IQ - Investment in Quality
HED Build

Chicago
Detroit
Riverside
San Diego

Celebrating 100 years
1908 | 2008

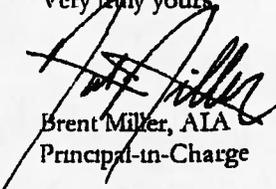


September 30, 2009
Page 2

To accept this proposal and to grant us authorization to begin our services, please have an authorized individual sign the Acceptance, retain one signed copy of the proposal for your records and forward the other signed copy to us. This proposal-agreement will be considered valid for sixty (60) days from date of issue.

If you have any questions regarding this proposal-agreement for services, or if you wish to discuss any aspect of the project, please contact me directly.

Very truly yours,


Brent Miller, AIA
Principal-in-Charge

Attachments:
District accounting log

Accepted for Rancho Santiago Community College District by:

Signature

Printed Name and Title

Date

By signing this document, the signatory attests that they are authorized to execute this Agreement on behalf of the Rancho Santiago Community College District.

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

To:	Board of Trustees	Date:	October 12, 2009
Re:	Approval of Change Order #2 - Bid #1090 - Fire Alarm Replacement Project at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

On October 13, 2008, the Board awarded a contract to FEI Enterprises, Inc. for Bid #1090, Fire Alarm Replacement Project at Santa Ana College.

ANALYSIS:

During the course of the project 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 \$22,535.59. The revised contract amount is \$934,641.06. 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 2.4% of project 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, FEI Enterprises, Inc for Bid #1090, in the amount of \$22,535.59 for the Fire Alarm Replacement Project at Santa Ana College as presented.

Fiscal Impact:	\$22,535.59	Board Date:	October 12, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

CHANGE ORDER

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

Project: Fire alarm system replacement

Bid No. 1090 P.O. #09-BP000212

D.S.A. No. 04-107667

Contractor: FEI Enterprises Inc.

Change Order No. 2

Architect: Fundament and Associates, Inc.

Date: 09/28/09

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:		\$890,000.00
Previous Change Orders:	\$22,105.47	
This Change Order:	\$22,535.59	
Total Change Orders:		\$44,641.06
Revised Contract Amount:		\$934,641.06
Previous Time Extensions:	12 - calendar days	
Time Extension - This Change Order:	11 - calendar days	
Total Time Extensions:		23 - calendar days
Original Completion Date:		May 8, 2009
Revised Contract Completion Date:		May 31, 2009
RSCCD Board Approval Date:		October 12, 2009

Andy Chan

Architect

Authorized Signature

Date

Gian Madngal

Contractor Name

Authorized Signature

Date

Darryl Odum

Director - District Construction & Support Services

Authorized Signature

Date

Roger Banuelos

Seville Construction Services

Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Authorized Signature

Date

Division of State Architect

Authorized Signature

Date

California Community Colleges

Authorized Signature

Date

CHANGE ORDER

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

Project: Fire alarm system replacement

Bid No. 1090

P.O. #09-BP000212

04-107667

Contractor: FEI Enterprises Inc.

Change Order No. 2

Architect: Fundament and Associates, Inc.

08/31/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> FEI CO #10R: Install tamper switch at PIV near building P, and new Fire Sprinkler flow switch in building P.</p> <p><u>REASON:</u> This PIV did not have an existing tamper switch, and existing Fire sprinkler flow switch was found deteriorated upon trying to perform final tie-in to the system.</p> <p><u>REQUESTOR:</u> District/Architect</p> <p><u>TIME EXTENSION:</u> 2 - calendar days</p>		\$3,098.42
2.0	<p><u>DESCRIPTION:</u> FEI CO #12: Provide and install 2 additional manual pull stations in building W.</p> <p><u>REASON:</u> Two additional pull stations were required to provide the necessary amount of pull stations to devices and exits in the building for ease of egress and safety.</p> <p><u>REQUESTOR:</u> District/Architect</p> <p><u>TIME EXTENSION:</u> 0 - calendar days</p>		\$1,319.53
3.0	<p><u>DESCRIPTION:</u> FEI CO #14: Repair damaged conduit, Fiber optic cable, and fire alarm wiring in building G.</p> <p><u>REASON:</u> The FA system conduit, fiber optic cable, and wiring was damaged from the demolition work that was performed by another contractor during the renovation on the Gym flooring.</p> <p><u>REQUESTOR:</u> District/Architect</p> <p><u>TIME EXTENSION:</u> 8 - calendar days</p>		\$22,624.45
4.0	<p><u>DESCRIPTION:</u> FEI CO #15: Add Micro switch contacts to Ansul system control module in building U, to monitor the existing Kitchen Ansul system.</p> <p><u>REASON:</u> No existing contacts were found within Ansul module upon trying to perform final tie-in to the system, of the existign Ansul system.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 1 - calendar days</p>		\$348.19

5.5 (3)

CHANGE ORDER

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

Project: Fire alarm system replacement	Bid No. 1090	P.O. #09-BP000212
	04-107667	
Contractor: FEI Enterprises Inc.	Change Order No. 2	
Architect: Fundament and Associates, Inc.	08/31/09	

ITEM NO	EXPLANATION:	CREDIT	EXTRA
5.0	<p><u>DESCRIPTION:</u> FEI CO #16: Credit for not installing and utilizing existing Notifier CPU in buildings E, G, L, P & R.</p> <p><u>REASON:</u> As directed by RSCCD, due to previous temporary FA campus upgrade.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - calendar days</p>	-\$4,855.00	
Sub-Total		-\$4,855.00	\$27,390.59
Total			\$22,535.59

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

To:	Board of Trustees	Date: October 12, 2009
Re:	Approval of DSA Inspection Services - Santa Ana College Fire Alarm System Replacement (Phase Two)	
Action:	Request for Approval	

BACKGROUND:

On May 12, 2008, the Board of Trustees approved an agreement with Johnston Inspections, Inc. to provide Division of State Architect (DSA) mandated inspection services for the Fire Alarm Replacement System Project at Santa Ana College. These inspection services were provided on a part time basis while Johnston Inspections was also performing their services on several concurrent projects.

Due to the continuation of this project, and a delayed completion date DSA required inspection services shall be needed until approximately November 31, 2009.

ANALYSIS:

The agreement with Johnston Inspections, Inc. needs to be extended as indicated in the attached proposal dated September 21, 2009, and based at an hourly rate of \$75.00/hour for a part-time Class 3 DSA inspector. These services are estimated at \$14,000 for an inspector of record (IOR) through project completion (now estimated to be November 31, 2009).

The original cost for this project was \$58,400, however, the additional cost is required due to the extension of the project's completion date due to the re-bidding and change in contractors for the project and a need to provide inspection services to cover the amount of work now being accomplished by the contractor.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the change order for Johnston Inspections, Inc. to provide DSA-mandated inspection services in the amount of \$14,000 at Santa Ana College as presented.

Fiscal Impact:	\$14,000.00 (estimated)	Board Date: October 12, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

Johnston Inspections, Inc.

School Inspection & Ground Rod Testing

September 21, 2009

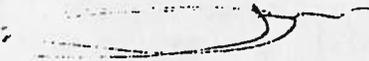
Darryl Odum, Director
District Construction & Support Services
Rancho Santiago Community College District
2323 North Broadway, #112
Santa Ana, CA 92706

**SUBJECT: PROPOSAL - DSA INSPECTION SERVICES AT SANTA ANA COLLEGE:
FIRE ALARM SYSTEM REPLACEMENT - PHASE 2**

Johnston Inspections will provide a Class 3 DSA project inspector for the project listed above at \$75.00 per hour, 4-hour minimum. Inspection on weekends or holidays will be billed at time and a half. This project is expected to be part time and last approximately two months. The total cost for inspection services is estimated to be \$14,000.

This proposal is for DSA inspection only. All on- and off-site deputy inspections and testing, as needed, will be provided by a lab of your choice.

Sincerely,



Jerry Johnston
Johnston Inspections

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: October 12, 2009
Re:	Geotechnical Observation and Testing Services – SAC Child Development Center	
Action:	Request for Approval	

BACKGROUND:

As required by the Division of State Architect (DSA), the District must hire an engineering firm to provide geotechnical observation and testing services during the grading and construction of site improvements for the new SAC Child Development Center.

ANALYSIS:

Typical scope of services necessary for this project include: project coordination and client liaison; review of approved plans and specifications; geotechnical field observation for building pad preparation, foundation excavation, utility trench backfill, subgrade soil preparation for walls and drives; as needed laboratory testing, preparation of daily field reports and a comprehensive final geotechnical report which summarizes the work completed.

Ninyo & Moore performed the original soils testing and engineering recommendations for the SAC Child Development Center project site and is highly recommended by staff at DSA. They are a well-respected firm and have performed with distinction and excellence on several projects for our District.

Ninyo & Moore has provided a cost estimate for the SAC Child Development Center based upon a projected construction schedule and assumptions regarding the contractor's work progress. Since the geotechnical engineering scope of work is subject to the contractor's schedule, the fee for services is only an estimate and not a fixed fee. Typically, the actual cost of services is based on approximately .6% of the construction cost or an amount of \$58,800 for the SAC Child Development Center. Services shall be billed based upon the attached Schedule of Fees contained in the proposal dated January 28, 2009.

RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement with Ninyo & Moore to perform geotechnical observation and testing for the SAC Child Development Center as presented.

Fiscal Impact:	\$58,800.00 (estimated)	Board Date: October 12, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	



January 28, 2009
Proposal No. P-13991

Mr. Darryl Odum
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, California 92706

Subject: Proposal for Geotechnical Observation and Testing Services
Child Development Center
Santa Ana Community College
Santa Ana, California

References: Ninyo & Moore, 2005, Geotechnical Evaluation, Child Development Center, Santa Ana College, 1530 West 17th Street, Santa Ana, California, dated November 23.

Dear Mr. Odum:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical observation and testing services during the grading and construction of the Child Development Center project at Santa Ana College. We previously performed a geotechnical evaluation for the project as presented in our referenced report. Therefore, we are very familiar with the project requirements.

PROJECT UNDERSTANDING

The Child Development Center project is underlain by approximately 2 of fill over alluvial deposits consisting of clay, silt, and silty sand. The grading operations will include over-excavation and compaction of the existing fill and upper alluvial deposits in the building footprint. On-site low expansion potential soils generated during the remedial grading will be selectively graded and placed in the upper approximate 3 feet below the proposed finish grades. The Child Development Center project will include five new buildings, each supported on shallow footing foundations with a slab-on-grade floor. Earthwork will include preparation of the building pad, finish grading of exterior site work areas, trenching and backfilling for sewer, storm drain, water, electrical, and other utilities, foundation excavations, and preparation of subgrade areas for exterior flatwork. The anticipated depths of overexcavation are 5 feet below foundations for the proposed buildings and 2 feet below foundations for the proposed site walls.

SCOPE OF SERVICES

Based on our understanding of the project and our experience on similar projects, our services will include the following scope of services:

- Project coordination and client liaison, including attendance at meetings and scheduling of field personnel.
- Review of readily available background materials pertaining to the project, including reports, project plans, and specifications.
- Geotechnical field observation and compaction testing during construction, including:
 - Building pad preparation and fine grading.
 - Observation of foundation excavations for conformance with the project plans and specifications.
 - Utility trench backfill.
 - Subgrade preparation for exterior sidewalks.
- As-needed laboratory testing, including maximum dry density/optimum moisture of fill materials, and expansion index and corrosivity testing of building pads.
- Preparation of daily reports and field memoranda to summarize the construction operations observed and results of field tests. Our daily reports will also note stand-by time and retesting time.
- Engineering support to evaluate the results of field and laboratory testing and to develop supplemental geotechnical recommendations where appropriate.
- Preparation of an as-graded geotechnical report summarizing the results of our field density testing and laboratory testing.

ASSUMPTIONS

To prepare this proposal, we have made the following estimates regarding field time to perform various aspects of the project earthwork. These estimates were used to evaluate the anticipated time for our observation and testing services. We have not been provided with a detailed construction schedule.

- Work will be performed as eight-hour days on Monday through Friday.
- Foundation evaluations will include 8 site visits.
- Our work will not include supervision or direction of the contractor or his employees.
- Our estimated fee is based on the assumptions outlined above and does not include stand-by time or costs associated with retesting materials that were found not to be in compliance with

the project plans and specifications. Our services will depend on the contractor's schedule and operations. Hours that exceed those in the attached table will be billed on a time-and-materials basis.

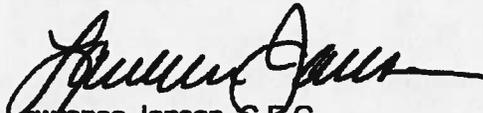
ESTIMATED FEE

Our services for the scope of work detailed above will be provided on a time-and-materials basis in accordance with the attached Schedule of Fees. Laboratory testing will be charged on a per-test basis in accordance with the attached Schedule of Fees for Laboratory Testing.

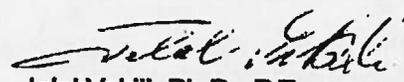
Based on our experience and our estimated time for the contractors to complete the work, our estimated fee for the scope of services described above will be approximately \$58,800 (fifty-eight thousand eight hundred dollars). A detailed breakdown of our estimated fee, including estimated hours, is presented in Table 1. Please note that the actual fees accrued for our testing and inspection services will be largely dependent on how the contractor performs the work to efficiently utilize our field personnel. A contractors' schedule was not available at the time of preparing this proposal.

We appreciate the opportunity to submit this proposal and look forward to the opportunity to work with you on this project.

Sincerely,
NINYO & MOORE



Lawrence Jansen, C.E.G.
Principal Geologist



Jalal Vakili, Ph.D., P.E.
Principal Engineer

AR/LTJ/JV/CAP/sc

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees
Schedule of Fees for Laboratory Testing

Distribution: (2) Addressee

TABLE 1 – BREAKDOWN OF ESTIMATED FEE

PROJECT COORDINATION AND MEETING ATTENDANCE			
Principal Engineer/Geologist/Environmental Scientist	6 hours @	\$ 139.00 /hour	\$ 834.00
Project Engineer/Geologist/Environmental Scientist	28 hours @	\$ 123.00 /hour	\$ 3,444.00
Subtotal			\$ 4,278.00

FIELD SERVICES			
Project Engineer/Geologist/Environmental Scientist	24 hours @	\$ 123.00 /hour	\$ 2,952.00
Field Technician			
Building Pad Preparation	220 hours @	\$ 73.00 /hour	\$ 16,060.00
Trench Backfill	180 hours @	\$ 73.00 /hour	\$ 13,140.00
Subgrade Preparation	80 hours @	\$ 73.00 /hour	\$ 5,840.00
Aggregate Base and Asphalt Concrete Placement	80 hours @	\$ 73.00 /hour	\$ 5,840.00
Field Vehicle and Equipment Usage	584 hours @	\$ 8.00 /hour	\$ 4,672.00
Subtotal			\$ 48,504.00

LABORATORY ANALYSES			
Tests to include proctor density (5 tests), expansion index (3 tests), corrosivity (2 tests), sieve analysis (2 tests) and sand equivalent (2 tests).			\$ 2,065.00
Subtotal			\$ 2,065.00

REPORT PREPARATION			
Principal Engineer/Geologist/Environmental Scientist	2 hours @	\$ 139.00 /hour	\$ 278.00
Senior Project Engineer/Geologist/Environmental Scientist	8 hours @	\$ 127.00 /hour	\$ 1,016.00
Senior Staff Engineer/Geologist/Environmental Scientist	12 hours @	\$ 109.00 /hour	\$ 1,308.00
Technical Illustrator/CAD Operator	12 hours @	\$ 69.00 /hour	\$ 828.00
Data Processing, Technical Editing, or Reproduction	12 hours @	\$ 44.00 /hour	\$ 528.00
Subtotal			\$ 3,958.00

TOTAL ESTIMATED FEE			\$ 58,805.00
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SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist.....	\$ 139
Senior Engineer/Geologist/Environmental Scientist.....	\$ 133
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 127
Project Engineer/Geologist/Environmental Scientist.....	\$ 123
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 109
Staff Engineer/Geologist/Environmental Scientist.....	\$ 96
GIS Analyst.....	\$ 96
Field Operations Manager.....	\$ 87
Supervisory Technician*.....	\$ 87
Nondestructive Examination Technician, UT; MT, LP*.....	\$ 87
Pull Test Technician and Equipment*.....	\$ 87
Senior Field/Laboratory Technician*.....	\$ 73
Field/Laboratory Technician*.....	\$ 73
ACI Concrete Technician*.....	\$ 73
Concrete/Asphalt Batch Plant Inspector.....	\$ 73
Special Inspector, Reinforced Concrete*.....	\$ 73
Special Inspector, Pre-stressed Concrete*.....	\$ 73
Special Inspector, Reinforced Masonry*.....	\$ 73
Special Inspector, Structural Steel*.....	\$ 73
Special Inspector, Welding, AWS*.....	\$ 73
Special Inspector, Fireproofing*.....	\$ 73
Technical Illustrator/CAD Operator.....	\$ 69
Geotechnical/Environmental/Laboratory Assistant.....	\$ 53
Information Specialist.....	\$ 52
Data Processing, Technical Editing, or Reproduction.....	\$ 44

OTHER CHARGES

Expert Witness Testimony	\$ 400 /hr
Concrete Coring Equipment (includes one technician)	\$ 160 /hr
Special Preparation of Standard Test Specimens	\$ 64 /hr
Inclinometer Usage	\$ 32 /hr
Vapor Emission Kits	\$ 30 /kit
Rebar Locator (Pachometer)	\$ 10 /hr
Nuclear Density Gauge Usage	\$ 9 /hr
Field Vehicle Usage	\$ 8 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils		Concrete	
Atterberg Limits, D 4318, CT 204.....	\$ 145	Cement Analysis Chemical and Physical, C 109.....	\$ 1,850
California Bearing Ratio (CBR), D 1883.....	\$ 440	Compression Tests, 6x12 Cylinder, C 39.....	\$ 22
Chloride and Sulfate Content, CT 417 & CT 422.....	\$ 135	Concrete Mix Design Review, Job Spec.....	\$ 140
Consolidation, D 2435, CT 219.....	\$ 275	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI.....	\$ 750
Consolidation - Time Rate, D 2435, CT 219.....	\$ 70	Concrete Cores, Compression (excludes sampling), C 42.....	\$ 55
Direct Shear - Remolded, D 3080.....	\$ 290	Drying Shrinkage, C 157.....	\$ 250
Direct Shear - Undisturbed, D 3080.....	\$ 250	Flexural Test, C 78.....	\$ 50
Durability Index, CT 229.....	\$ 150	Flexural Test, C 293.....	\$ 55
Expansion Index, D 4829, UBC 18-2.....	\$ 165	Flexural Test, CT 523.....	\$ 60
Expansion Potential (Method A), D 4546.....	\$ 145	Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI.....	\$ 250
Expansive Pressure (Method C), D 4546.....	\$ 145	Jobsite Testing Laboratory.....	Quote
Geofabric Tensile and Elongation Test, D 4832.....	\$ 165	Lightweight Concrete Fill, Compression, C 495.....	\$ 40
Hydraulic Conductivity, D 5084.....	\$ 300	Petrographic Analysis, C 856.....	\$ 1,100
Hydrometer Analysis, D 422, CT 203.....	\$ 190	Splitting Tensile Strength, C 496.....	\$ 80
Moisture, Ash, & Organic Matter of Peat/Organic Soils.....	\$ 110	Reinforcing and Structural Steel	
Moisture Only, D 2216, CT 226.....	\$ 30	Fireproofing Density Test, UBC 7-6.....	\$ 55
Moisture and Density, D 2937.....	\$ 39	Hardness Test, Rockwell, A-370.....	\$ 50
Permeability, CH, D 2434, CT 220.....	\$ 230	High Strength Bolt, Nut & Washer Conformance, set, A-32.....	\$ 120
pH and Resistivity, CT 643.....	\$ 140	Mechanically Spliced Reinforcing Tensile Test, ACI.....	\$ 95
Proctor Density D 1557, D 698, CT 216, &.....	\$ 180	Pre-Stress Strand (7 wire), A 416.....	\$ 140
AASHTO T-180 (Rock corrections add \$80)		Chemical Analysis, A-36, A-615.....	\$ 120
R-value, D 2844, CT 301.....	\$ 250	Reinforcing Tensile or Bend up to No. 11, A 615 & A 708.....	\$ 50
Sand Equivalent, D 2419, CT 217.....	\$ 90	Structural Steel Tensile Test: Up to 200,000 lbs.	
Sieve Analysis, D 422, CT 202.....	\$ 110	(machining extra), A 370.....	\$ 70
Sieve Analysis, 200 Wash, D 1140, CT 202.....	\$ 90	Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI.....	\$ 55
Specific Gravity, D 854.....	\$ 90	Asphalt Concrete	
Triaxial Shear, C.D, D 4767, T 297.....	\$ 390	Asphalt Mix Design, Caltrans.....	\$ 2,200
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	\$ 330	Asphalt Mix Design Review, Job Spec.....	\$ 150
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	\$ 190	Extraction, % Asphalt, including Gradation, D 2172, CT 310.....	\$ 215
Triaxial Shear, U.U., D 2850.....	\$ 140	Film Stripping, CT 302.....	\$ 100
Unconfined Compression, D 2166, T 208.....	\$ 100	Hveem Stability and Unit Weight CTM or ASTM, CT 366.....	\$ 195
Wax Density, D 1188.....	\$ 90	Marshall Stability, Flow and Unit Weight, T-245.....	\$ 215
Roofing		Maximum Theoretical Unit Weight, D 2041.....	\$ 120
Built-up Roofing, cut-out samples, D 2829.....	\$ 165	Swel, CT 305.....	\$ 165
Roofing Materials Analysis, D 2829.....	\$ 500	Unit Weight sample or core, D 2726, CT 308.....	\$ 90
Roofing Tile Absorption, (set of 5), UBC 15-5.....	\$ 190	Aggregates	
Roofing Tile Strength Test, (set of 5), UBC 15-5.....	\$ 190	Absorption, Coarse, C 127.....	\$ 35
Masonry		Absorption, Fine, C 128.....	\$ 35
Brick Absorption, 24-hour submersion, C 67.....	\$ 45	Clay Lumps and Frable Particles, C 142.....	\$ 100
Brick Absorption, 5-hour boiling, C 67.....	\$ 55	Cleaness Value, CT 227.....	\$ 120
Brick Absorption, 7-day, C 67.....	\$ 60	Crushed Particles, CT 205.....	\$ 140
Brick Compression Test, C 67.....	\$ 45	Durability, Coarse, CT 229.....	\$ 130
Brick Efflorescence, C 67.....	\$ 45	Durability, Fine, CT 229.....	\$ 130
Brick Modulus of Rupture, C 67.....	\$ 40	Los Angeles Abrasion, C 131 or C 535.....	\$ 180
Brick Moisture as received, C 67.....	\$ 35	Mortar making properties of fine aggregate, C 87.....	\$ 275
Brick Saturation Coefficient, C 67.....	\$ 50	Organic Impurities, C 40.....	\$ 55
Concrete Block Compression Test, 6x6x16, C 140.....	\$ 60	Potential Reactivity of Aggregate (Chemical Method), C 289.....	\$ 390
Concrete Block Conformance Package, C 90.....	\$ 440	Sand Equivalent, CT 217.....	\$ 90
Concrete Block Linear Shrinkage, C 426.....	\$ 120	Sieve Analysis, Coarse Aggregate, C 136.....	\$ 105
Concrete Block Unit Weight and Absorption, C 140.....	\$ 55	Sieve Analysis, Fine Aggregate (including wash), C 136.....	\$ 105
Cores, Compression or Shear Bond, CA Code.....	\$ 55	Sodium Sulfate Soundness (per size fraction), C 88.....	\$ 180
Masonry Grout, 3x3x6 prism compression, UBC 21-18.....	\$ 30	Specific Gravity, Coarse, C 127.....	\$ 75
Masonry Mortar, 2x4 cylinder compression, UBC 21-16.....	\$ 30	Specific Gravity, Fine, C 128.....	\$ 85
Masonry Prism, half size, compression, UBC 21-17.....	\$ 110		

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: October 12, 2009
Re: Approval of Budgets for Categorical Programs	
Action: Request for Approval	

ANALYSIS

Budgets for the following categorical programs for FY 09/10 have been developed:

<u>Project Title</u>	<u>Award Date</u>	
1. GEAR UP III – Year 5 (SAC)		
Fifth year of a six-year grant award from the U.S. Department of Education to increase the number of low-income students who are prepared to enter and succeed in post-secondary education. (09-10)	7/28/09	\$800,000

RECOMMENDATION

It is recommended that the board of trustees approve budgets, accept grants, and authorize the Chancellor, or his designee, to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$800,000	Board Date: October 12, 2009
Item Prepared by: Sarah Santoyo, Director of Grants/Resource Development	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Edward Hernandez, Jr., Chancellor	

SPECIAL PROJECT DETAILED BUDGET # 1509

NAME: GEAR UP III - Year 5

FISCAL YEAR: 2009/2010 & 2010/2011

CONTRACT PERIOD: 9/1/09 to 8/31/10
 CONTRACT INCOME: \$800,000
 CFDA #: 84.334A ; Award #P334A050103

PROJ. ADM. Lilia Tanakeyowma
 PROJ. DIR.

Revised: 9/21/09

Detail String	Description	Debit	Credit
11-0000-672000-50000-5865	District Operations - Match Funds		14,333
11-0000-679000-10000-5999	Santa Ana College - Match Funds		171,954
11-0000-679000-50000-5999	Santa Ana College - Match Funds		7,202
11-1509-649000-19100-1210	Academic Management : Student Services Office	15,974	
11-1509-649000-19100-3115	STRS - Non-Instructional : Student Services Office	1,372	
11-1509-649000-19100-3325	Medicare - Non-Instructional : Student Services Off	236	
11-1509-649000-19100-3415	H & W - Non-Instructional : Student Services Office	531	
11-1509-649000-19100-3435	H & W - Retiree Fund Non-Inst : Student Services Of	163	
11-1509-649000-19100-3515	SUI - Non-Instructional : Student Services Office	49	
11-1509-649000-19100-3615	WCI - Non-Instructional : Student Services Office	359	
11-1509-649000-19100-3915	Other Benefits - Non-Instruct : Student Services Of	330	
11-1509-649000-19620-1210	Academic Management : School & Community Partnershi	71,886	
11-1509-649000-19620-1250	Contract Coordinator : School & Community Partners	42,035	
11-1509-649000-19620-3115	STRS - Non-Instructional : School & Community Partn	3,522	
11-1509-649000-19620-3215	PERS - Non-Instructional : School & Community Partn	6,979	
11-1509-649000-19620-3315	OASDHI - Non-Instructional : School & Community Par	4,559	
11-1509-649000-19620-3325	Medicare - Non-Instructional : School & Community P	1,685	
11-1509-649000-19620-3415	H & W - Non-Instructional : School & Community Part	15,880	
11-1509-649000-19620-3435	H & W - Retiree Fund Non-Inst : School & Community	1,162	
11-1509-649000-19620-3515	SUI - Non-Instructional : School & Community Partne	349	
11-1509-649000-19620-3615	WCI - Non-Instructional : School & Community Partne	2,558	
11-1509-649000-19620-3915	Other Benefits - Non-Instruct : School & Community	2,325	
11-1509-672000-50000-5865	Indirect Costs : District Operations	14,333	
11-1509-679000-53340-2110	Classified Management : Research	5,186	
11-1509-679000-53340-3215	PERS - Non-Instructional : Research	503	
11-1509-679000-53340-3315	OASDHI - Non-Instructional : Research	332	
11-1509-679000-53340-3325	Medicare - Non-Instructional : Research	78	
11-1509-679000-53340-3415	H & W - Non-Instructional : Research	750	
11-1509-679000-53340-3435	H & W - Retiree Fund Non-Inst : Research	54	
11-1509-679000-53340-3515	SUI - Non-Instructional : Research	16	
11-1509-679000-53340-3615	WCI - Non-Instructional : Research	118	
11-1509-679000-53340-3915	Other Benefits - Non-Instruct : Research	165	
	Total District Match	193,489	193,489

6.1 (2)

Prepared by: H. Nguyen
 Original budget

Board Approval Date: 10/12/09
 Accountant: Catherine Nguyen

SPECIAL PROJECT DETAILED BUDGET # 1509

NAME: GEAR UP III - Year 5

FISCAL YEAR: 2009/2010 & 2010/2011

CONTRACT PERIOD: 9/1/09 to 8/31/10
 CONTRACT INCOME: \$800,000
 CFDA #: 84.334A ; Award #P334A050103

PROJ. ADM. Lilla Tanakeyowma
 PROJ. DIR.

Revised: 9/21/09

Detail String	Description	Debit	Credit
12-1509-000000-10000-8199	Other Federal Revenues : Santa Ana College		740,741
12-1509-000000-50000-8199	Other Federal Revenues : District Operations		59,259
12-1509-499900-19620-2340	Student Assistants - Hourly : School & Community Pa	30,000	
12-1509-499900-19620-3325	Medicare - Non-Instructional : School & Community P	435	
12-1509-499900-19620-3435	H & W - Retiree Fund Non-Inst : School & Community	300	
12-1509-649000-19620-1250	Contract Coordinator : School & Community Partners	42,035	
12-1509-649000-19620-2130	Classified Employees : School & Community Partnersh	61,243	
12-1509-649000-19620-2310	Classified Employees - Ongoing : School & Community	18,943	
12-1509-649000-19620-3115	STRS - Non-Instructional : School & Community Partn	3,522	
12-1509-649000-19620-3215	PERS - Non-Instructional : School & Community Partn	6,376	
12-1509-649000-19620-3315	OASDHI - Non-Instructional : School & Community Par	5,068	
12-1509-649000-19620-3325	Medicare - Non-Instructional : School & Community P	2,239	
12-1509-649000-19620-3415	H & W - Non-Instructional : School & Community Part	25,395	
12-1509-649000-19620-3435	H & W - Retiree Fund Non-Inst : School & Community	1,544	
12-1509-649000-19620-3515	SUI - Non-Instructional : School & Community Partne	373	
12-1509-649000-19620-3615	WCI - Non-Instructional : School & Community Partne	2,738	
12-1509-649000-19620-3915	Other Benefits - Non-Instruct : School & Community	2,228	
	Contracted Repair Services : School & Community		
	- Delhi (\$5,000)		
	- LHA (\$10,000)		
	- SAUSD (\$238,157)		
	- UCI (\$245,848)		
12-1509-649000-19620-5605	Research support (\$10,000)	509,015	
12-1509-649000-19620-5940	Reproduction/Printing Expenses : School & Community	3,287	
12-1509-672000-50000-5885	Indirect Costs : District Operations	59,259	
12-1509-732000-19620-7630	Supplies Paid for Students : School & Community Par	10,000	
12-1509-732000-19620-7650	Stipends Paid to Students : School & Community Part	16,000	
		800,000	800,000

6.1 (3)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Educational Services**

To: Board of Trustees	Date: October 12, 2009
Re: Approval of Sub-award Agreements – GEAR UP III – Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine (Year 5)	
Action: Request for Approval	

BACKGROUND

Santa Ana College sought and won a six-year United States Department of Education grant called Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP), 2005. The GEAR UP program is a discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP is unique from other initiatives. This program uses partnerships committed to serving students beginning no later than the seventh grade through high school graduation. GEAR UP supplements existing reform efforts, offers services that promote academic preparation and the understanding of necessary costs to attend college, provides professional development, and continuously builds capacity so that projects can be sustained beyond the term of grant.

ANALYSIS

Santa Ana College GEAR UP partnerships consist of Santa Ana Unified School District, University of California, Irvine, Delhi Community Center and Latino Health Access. Each of these partners will be a sub-recipient and contract with Rancho Santiago Community College District/Santa Ana College for the six year grant period. Each year Santa Ana College will receive \$800,000 in grant funds to empower 2,000 Santa Ana Unified School District students (1,000 per cohort) to improve their academic skills, motivation, and college preparation necessary to succeed in post-secondary education. The amounts listed below are for the fifth year contracts with the sub-recipients.

- *Delhi Community Center - \$5,000*
- *Latino Health Access - \$10,000*
- *Santa Ana Unified School District - \$238,157*
- *University of California, Irvine - \$245,858*

Project Administrator is Sara Lundquist. Project Director is Lilia Tanakeyowma.

RECOMMENDATION

It is recommended that the sub-award agreements be approved and that the Vice Chancellor, Business Operations/Fiscal Services, or his designee, be authorized to sign the sub-award agreements.

Fiscal Impact: (\$499,015)	Board Date: October 12, 2009
Prepared by: Huong Nguyen	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
DELHI COMMUNITY CENTER**

This Agreement is entered into on the 12th day of October, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and Delhi Community Center (hereinafter "Delhi").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (Grant No. P334A050103; CFDA# 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, DELHI 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 DELHI do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2009 and ending August 31, 2010 and shall be in the amount of \$5,000 and subject to the provisions of this Agreement. DELHI further agrees to contribute \$5,000 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. DELHI shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, DELHI shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **DELHI** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **DELHI** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **DELHI** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **DELHI** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **DELHI**'s services, or **DELHI**'s activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B* which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. DELHI shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. DELHI agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, DELHI under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of DELHI pursuant to this Agreement. DELHI shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local DELHI guidelines. DELHI shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement DELHI agrees that it is the direct provider of intended services. Upon request, DELHI shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. DELHI acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify DELHI immediately and in writing. Immediately upon such notice DELHI shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of DELHI's operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and DELHI shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. DELHI agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. DELHI may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **DELHI** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **DELHI** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **DELHI's** use of such funds, a written statement from the **DELHI** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **DELHI** in accordance with the following payment schedule:

- a. **Payments.** Beginning September 1, 2009, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **DELHI's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$5,000.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) **Financial Management System.** **DELHI** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **DELHI's** system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;

- (3) Source documentation to support accounting records; and
 - (4) Proper charging of costs and cost allocation.
- (b) DELHI'S Records. DELHI's records shall be sufficient to:
- (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:
- (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. DELHI shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. DELHI shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the DELHI.

ACCESS AND RECORDS

19. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to DELHI's activities, books, documents and papers (including computer records) and to records of DELHI's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of DELHI are kept. In the event DELHI does not make the above-referenced documents available within the County of Orange, California, DELHI agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of DELHI and all documents related to this Agreement shall be kept available at DELHI's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. **DELHI** shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to **DELHI** from **RSCCD**, **DELHI** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **DELHI** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **DELHI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **DELHI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **DELHI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **DELHI** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **DELHI** shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, **DELHI** shall submit to **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by **DELHI**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) **Property Management.** DELHI shall budget, manage and maintain an inventory of property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, DELHI shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by DELHI under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

24. (a) DELHI shall indemnify, hold harmless and defend RSCCD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of DELHI's performance of this Agreement, or any act or omission of DELHI, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by DELHI in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of DELHI, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. DELHI shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend DELHI, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or DELHI requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including DELHI personnel representatives. RSCCD shall forthwith remit all sums due DELHI, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

DELHI shall provide workers' compensation coverage for each of its employees. **DELHI** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. **DELHI** agrees to grant **RSCCD**, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **DELHI** under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance**. Every reasonable course of action will be taken by **DELHI** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **DELHI**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives**. No relative by blood, adoption or marriage of any executive or employee of **DELHI** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **DELHI**.

(c) **Conducting Business Involving Close Personal Friends and Associates**. Executives of **DELHI** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **DELHI** to conduct business with a friend or associate of an executive or employee of **DELHI**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) **Avoidance of Economic Interest**. No executive or employee of **DELHI**, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by **DELHI** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **DELHI** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **DELHI** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **DELHI** certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **DELHI** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **DELHI** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **DELHI**, or if **DELHI** reports inaccurately, or if any audit report makes disallowances, **DELHI** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **DELHI** fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **DELHI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **DELHI** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **DELHI**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **DELHI** a written request to appeal said decision. Pending final decision of the appeal, **DELHI** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **DELHI**'s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **DELHI** with written notification of such determination. **DELHI** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **DELHI** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

DELHI: Agency Representative: Margarita Chavez, Executive Director
Agency: Delhi Community Center
Address: 542 E. Central Ave.
City, State Zip: Santa Ana, CA 92707
Phone: (714) 549-1317

IN WITNESS WHEREOF, **RSCCD** and **DELHI** have executed this Agreement as of the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

DELHI COMMUNITY CENTER

By: _____
Name: Peter J. Hardash
Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approval
Date: October 12, 2009

By: _____
Name: _____
Title: _____
Date: _____

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
LATINO HEALTH ACCESS**

This Agreement is entered into on the 12th day of October, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and Latino Health Access (hereinafter "LHA").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (Grant No. P334A050103; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, LHA 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 LHA do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2009 and ending August 31, 2010 and shall be in the amount of \$10,000 and subject to the provisions of this Agreement. LHA further agrees to contribute \$10,000 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. LHA shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, LHA shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, LHA will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. LHA agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. LHA shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. LHA shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of LHA's services, or LHA's activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. LHA shall not render the

same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. LHA agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, LHA under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of LHA pursuant to this Agreement. LHA shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local LHA guidelines. LHA shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement LHA agrees that it is the direct provider of intended services. Upon request, LHA shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. LHA acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify LHA immediately and in writing. Immediately upon such notice LHA shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of LHA'S operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and LHA shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. LHA agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. LHA may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. LHA shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Education.

CARRYOVER

14. LHA may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the LHA's use of such funds, a written statement from the LHA describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, RSCCD shall make payments to LHA in accordance with the following payment schedule:

- a. **Payments.** Beginning September 1, 2009, no more often than once per quarter and no less than once per year, upon receipt and approval by RSCCD of LHA's invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$10,000.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) **Financial Management System.** LHA shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. LHA's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and

- (4) Proper charging of costs and cost allocation.
- (b) LHA'S Records. LHA's records shall be sufficient to:
 - (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:
 - (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. LHA shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. LHA shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the LHA.

ACCESS AND RECORDS

19. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to LHA's activities, books, documents and papers (including computer records) and to records of LHA's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of LHA are kept. In the event LHA does not make the above-referenced documents available within the County of Orange, California, LHA agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of LHA and all documents related to this Agreement shall be kept available at LHA'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. LHA shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to LHA from RSCCD, LHA assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, LHA and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. LHA will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) LHA will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) LHA will give written notice of its obligations under this Section of the Agreement to labor organizations with which LHA has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, LHA shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, LHA shall submit to RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by LHA, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) **Property Management.** LHA shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, LHA shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by LHA under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

24. (a) LHA shall indemnify, hold harmless and defend RSCCD, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of LHA's performance of this Agreement, or any act or omission of LHA, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by LHA in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of LHA, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. LHA shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend LHA, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or LHA requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including LHA personnel representatives. RSCCD shall forthwith remit all sums due LHA, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

LHA shall provide workers' compensation coverage for each of its employees. LHA and RSCCD shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. LHA agrees to grant RSCCD, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by LHA under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance.** Every reasonable course of action will be taken by LHA in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. LHA, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of LHA will receive favorable treatment when considered for enrollment in programs provided by, or employment with, LHA.

(c) **Conducting Business Involving Close Personal Friends and Associates.** Executives of LHA will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for LHA to conduct business with a friend or associate of an executive or employee of LHA, or an elected official in the area, a permanent record of the transaction will be retained.

(d) **Avoidance of Economic Interest.** No executive or employee of LHA, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by LHA or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. LHA shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. LHA certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See *Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), LHA certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by LHA for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, LHA violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by LHA, or if LHA reports inaccurately, or if any audit report makes disallowances, LHA shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as LHA fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from LHA, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice LHA has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **LHA**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **LHA** a written request to appeal said decision. Pending final decision of the appeal, **LHA** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **LHA's** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **LHA** with written notification of such determination. **LHA** shall immediately comply with **RSCCD's** decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **LHA** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: **Rancho Santiago Community College District**
 2323 North Broadway
 Santa Ana, CA 92706
 Attn: Vice Chancellor, Business Operations and Fiscal Services

LHA: **Agency Representative: America Bracho, President/CEO**
 Agency: Latino Health Access
 Address: 1717 N. Broadway
 City, State Zip: Santa Ana, CA 92706
 Phone: (714) 542-7792

IN WITNESS WHEREOF, RSCCD and LHA have executed this Agreement as of the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

LATINO HEALTH ACCESS

By: _____
Name: Peter J. Hardash
 Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approval
Date: October 12, 2009

By: _____
Name: _____
Title: _____
Date: _____

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
SANTA ANA UNIFIED SCHOOL DISTRICT**

This Agreement is entered into on the 12th day of October, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and Santa Ana Unified School District (hereinafter "SAUSD").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (Grant No. P334A050103; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, SAUSD 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 SAUSD do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2009 and ending August 31, 2010 and shall be in the amount of \$238,157 and subject to the provisions of this Agreement. SAUSD further agrees to contribute \$456,030 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. SAUSD shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, SAUSD shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SAUSD will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

This Agreement is based on the Application for Federal Education Assistance included as *Exhibit C* to this Agreement. SAUSD agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

SAUSD shall utilize funding provided under this Agreement to support the following:

- 1) Math Specialists at Sierra and Spurgeon Intermediate Schools
- 2) Language Arts Specialists at Sierra and Spurgeon Intermediate Schools
- 3) Substitute teachers
- 4) Buses for college and campus tours
- 5) Attendance at conferences
- 6) Educational software

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. SAUSD shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. SAUSD shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SAUSD's services, or SAUSD's activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SAUSD shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. SAUSD agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, SAUSD under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SAUSD pursuant to this Agreement. SAUSD shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SAUSD guidelines. SAUSD shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement SAUSD agrees that it is the direct provider of intended services. Upon request, SAUSD shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. SAUSD acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify SAUSD immediately and in writing. Immediately upon such notice SAUSD shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of SAUSD's operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written

notice, **RSCCD** and **SAUSD** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **SAUSD** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The **SAUSD** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **SAUSD** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **SAUSD** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **SAUSD's** use of such funds, a written statement from the **SAUSD** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **SAUSD** in accordance with the following payment schedule:

- a. **Payments.** Beginning September 1, 2009, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **SAUSD's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$238,157.

- b. Invoices. One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) Financial Management System. SAUSD shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SAUSD's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.

(b) SAUSD's Records. SAUSD's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:

- (1) Approved Application for Federal Assistance (*Exhibit A*)
- (2) The Education Department General Administrative Regulations (EDGAR)
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. SAUSD shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SAUSD shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SAUSD.

ACCESS AND RECORDS

19. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SAUSD's activities, books, documents and papers (including computer records) and to records of SAUSD's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records

and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SAUSD are kept. In the event SAUSD does not make the above-referenced documents available within the County of Orange, California, SAUSD agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of SAUSD and all documents related to this Agreement shall be kept available at SAUSD's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. SAUSD shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to SAUSD from RSCCD, SAUSD assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, SAUSD and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SAUSD will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) SAUSD will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) SAUSD will give written notice of its obligations under this Section of the Agreement to labor organizations with which SAUSD has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, SAUSD shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SAUSD shall submit to RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SAUSD, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) **Property Management**. SAUSD shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, SAUSD shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SAUSD under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

24. (a) SAUSD shall indemnify, hold harmless and defend RSCCD, its School Board, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of SAUSD's performance of this Agreement, or any act or omission of SAUSD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by SAUSD in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of SAUSD, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. SAUSD shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend SAUSD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or SAUSD

requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including SAUSD personnel representatives. RSCCD shall forthwith remit all sums due SAUSD, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

SAUSD shall provide workers' compensation coverage for each of its employees. SAUSD and RSCCD shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. SAUSD agrees to grant RSCCD, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SAUSD under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance.** Every reasonable course of action will be taken by SAUSD in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SAUSD, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of SAUSD will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SAUSD.

(c) **Conducting Business Involving Close Personal Friends and Associates.** Executives of SAUSD will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SAUSD to conduct business with a

friend or associate of an executive or employee of SAUSD, or an elected official in the area, a permanent record of the transaction will be retained.

(d) **Avoidance of Economic Interest.** No executive or employee of SAUSD, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SAUSD or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. SAUSD shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. SAUSD certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), SAUSD certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by SAUSD for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, SAUSD violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SAUSD, or if SAUSD reports inaccurately, or if any audit report makes disallowances, SAUSD shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as SAUSD fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SAUSD, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SAUSD has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SAUSD. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SAUSD a written request to appeal said decision. Pending final decision of the appeal, SAUSD shall act in accordance with the written decision of RSCCD or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SAUSD's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event

that such funding is terminated or reduced, **RSCCD** shall provide **SAUSD** with written notification of such determination. **SAUSD** shall immediately comply with **RSCCD's** decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **SAUSD** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: **Rancho Santiago Community College District**
 2323 North Broadway
 Santa Ana, CA 92706
 Attn: Vice Chancellor, Business Operations and Fiscal Services

SAUSD: Agency Representative: Mary Booth
Department: _____
Agency: Santa Ana Unified School District
Address: 1601 E. Chestnut Ave.
City, State Zip: Santa Ana, CA 92701
Phone: (714) 558-5724

IN WITNESS WHEREOF, **RSCCD** and **SAUSD** have executed this Agreement as of the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**SANTA ANA UNIFIED
SCHOOL DISTRICT**

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board
Approval

Date: October 12, 2009

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Agreement is entered into on the 12th day of October, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and The Regents of the University of California on behalf of its Irvine campus (hereinafter "UCI").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (Grant No. P334A050103 and CFDA No. 84.334) from the U.S. Department of Education to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, UCI 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 UCI do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2009 and ending August 31, 2010 and shall be in the amount of \$245,858 and subject to the provisions of this Agreement. UCI further agrees to contribute \$61,403 as match during this same period set forth in *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. UCI shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, UCI shall fully comply with the applicable requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.
- (c) All applicable standards and orders and requirements issued under Section 306 of the

Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, UCI will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. UCI agrees to comply with all applicable provisions, to perform all of its proposed work, and to provide all of its proposed services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

UCI shall utilize funding provided under this Agreement to support the following:

- 1) Program Specialist to implement activities at each GEAR UP school
- 2) Staff to monitor GEAR UP student data
- 3) Teaching Assistants
- 4) Provision of English Language Arts professional development to SAUSD teachers
- 5) Associates with Homeroom for College curriculum and Parent Promotores materials
- 6) Attendance at conferences
- 7) Residential programs
- 8) Material and software for research and evaluation
- 9) Facilities, materials, and hospitality for the inter-segmental meetings.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification to RSCCD. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. UCI shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. UCI shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of UCI's services, or UCI's activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall not be used for services, staff, programs or materials that would otherwise be available in the absence of such funds. Additionally, UCI shall not be reimbursed for rendering the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. UCI agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, UCI under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of UCI pursuant to this Agreement. UCI shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local UCI guidelines. UCI shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement UCI agrees that it is the direct provider of intended services. Upon request, UCI shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. UCI acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify UCI immediately and in writing. Immediately upon such notice UCI shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of UCI's operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and UCI

shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. UCI agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. UCI may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. UCI shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to U.S. Department of Education.

CARRYOVER

14. UCI may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the UCI's use of such funds, a written statement from the UCI describing the ways it intends to use remaining funds may be required.

SUBMISSION OF INVOICES

15. Upon the effective date of this Agreement, RSCCD shall make payments to UCI in accordance with the following payment schedule:

- a. **Payments.** Beginning September 1, 2009, no more often than once per quarter and no less than once per year, upon receipt and approval by RSCCD of UCI's invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$245,858.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

16. (a) **Financial Management System.** UCI shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. UCI's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.

(b) **UCI'S Records.** UCI's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.

(c) **Costs Charged.** Costs shall be charged to this contract only in accordance with the following:

- (1) Approved Application for Federal Assistance (*Exhibit A*);
- (2) The Education Department General Administrative Regulations (EDGAR); and
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) **Cost Principles.** In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

17. UCI shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program (GEAR UP) should be listed in their Schedule of Federal Expenditures. UCI shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the UCI.

ACCESS AND RECORDS

18. (a) **Access.** RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to UCI's activities, books, documents and papers (including computer records) and to records of UCI's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring during normal business hours at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of UCI are kept. In the event UCI does not make the above-referenced documents available within the County of Orange, California, UCI agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) **Records Retention.** All accounting records and evidence pertaining to all costs of UCI

and all documents related to this Agreement shall be kept available at UCI's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. UCI shall promptly report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal, state, and local laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

20. As a condition of this award of financial assistance under the U.S. Department of Education to UCI from RSCCD, UCI assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, UCI and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. UCI will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) UCI will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) UCI will give written notice of its obligations under this Section of the Agreement to labor organizations with which UCI has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, UCI shall, where applicable, maintain the confidential nature of information provided to it by RSCCD concerning participants in accordance with the requirements of federal and state laws. However, in accordance with Article 18(a), UCI shall provide RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, access to records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by UCI, costs incurred and services rendered hereunder. RSCCD, the U.S. Department of

Education and the United States Government, or their representatives, shall also maintain confidential information provided to it concerning participants in accordance with the requirements of the federal and/or state laws.

PROPERTY

22. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. UCI shall budget, manage and maintain an inventory of property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Article 18(b), UCI shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property.

REPORTS

23. UCI will furnish reports, documents, photographs, and data, or copies of each, as reasonably requested by RSCCD concerning UCI's activities as they affect the services hereunder. RSCCD shall be specific as to the nature of the information requested and allow thirty (30) days for UCI to respond.

INDEMNIFICATION

24. (a) UCI shall indemnify, hold harmless and defend RSCCD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of UCI's performance of this Agreement, or any act or omission of UCI, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by UCI in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of UCI, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. UCI shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend UCI, its Board of Regents, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or UCI requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including UCI personnel representatives. RSCCD shall forthwith remit all sums due UCI, along

with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. UCI shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. Within thirty (30) days of the execution of this Agreement, UCI shall deliver certificate(s) of insurance under UCI's comprehensive general liability insurance policy. Upon request, RSCCD shall be provided a copy of said policy.

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

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. In accordance with 34 CFR 74.36, 34 CFR 80.34, and in order for RSCCD to meet its obligations contained in the prime Grant No. P334A050103 with the U.S. Department of Education, UCI shall grant RSCCD a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, in the fulfillment of its obligations contained in the prime Grant No. P334A050103, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by UCI under this Agreement and in accordance with 34 CFR 75.626, any patent application filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance**. Every reasonable course of action will be taken by UCI in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. UCI, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives**. No relative by blood, adoption or marriage of any executive or employee of UCI will receive favorable treatment when considered for enrollment in programs provided by, or employment with, UCI.

(c) **Conducting Business Involving Close Personal Friends and Associates**. Executives of UCI will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for UCI to conduct business with a friend or associate of an executive or employee of UCI, or an elected official in the area, a permanent record of the transaction will be retained.

(d) **Avoidance of Economic Interest**. No executive or employee of UCI, elected official in

the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by UCI or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. UCI shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. UCI certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), UCI certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by UCI for the purpose of appraising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, UCI violates any of the terms and conditions of this Agreement, or if UCI reports inaccurately, or if any audit report makes disallowances, UCI shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as UCI fulfills its obligations or remedies all violations of this Agreement; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from UCI, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice UCI has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved through arbitration and/or legal action.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of UCI's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide UCI with written notification of such determination. UCI shall immediately comply with RSCCD's decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. UCI acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

UCI: Agency Representative: Eileen Lamb, Sr. Contract & Grant Officer
 Department: Office of Research Administration
 Agency: University of California, Irvine
 Address: 300 University Tower
 City, State Zip: Irvine, CA 92697-7600
 Phone: (949) 824-4781

IN WITNESS WHEREOF, RSCCD and UCI have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
Name: Peter J. Hardash
 Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approved
date: October 12, 2009

By: _____
Name: _____
Title: _____
Date: _____

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Educational Services**

To:	Board of Trustees	Date: October 12, 2009
Re:	Approval of Sub-award Agreements – GEAR UP IV – Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine (Year 1)	
Action:	Request for Approval	

BACKGROUND

Santa Ana College sought and won a six-year United States Department of Education grant called Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP), 2009. The GEAR UP program is a discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP is unique from other initiatives. This program uses partnerships committed to serving students beginning no later than the seventh grade through high school graduation. GEAR UP supplements existing reform efforts, offers services that promote academic preparation and the understanding of necessary costs to attend college, provides professional development, and continuously builds capacity so that projects can be sustained beyond the term of grant.

ANALYSIS

Santa Ana College GEAR UP 2009 Partnership consists of Santa Ana Unified School District, University of California, Irvine, Delhi Community Center and Latino Health Access. Each of these partners will be a sub-recipient and contract with Rancho Santiago Community College District/Santa Ana College for the six year grant period. Each year Santa Ana College will receive \$800,000 in grant funds to empower 2,000 Santa Ana Unified School District students (1,000 per cohort) to improve their academic skills, motivation, and college preparation necessary to succeed in post-secondary education. The amounts listed below are for the first year contracts with the sub-recipients.

- *Delhi Community Center - \$5,000*
- *Latino Health Access - \$10,000*
- *Santa Ana Unified School District - \$282,340*
- *University of California, Irvine - \$212,955*

Project Administrator is Sara Lundquist. Project Director is Lilia Tanakeyowma.

RECOMMENDATION

It is recommended that the sub-award agreements be approved and that the Vice Chancellor, Business Operations/Fiscal Services, or his designee, be authorized to sign the sub-award agreements.

Fiscal Impact: (\$510,295)	Board Date: October 12, 2009
Prepared by: Huong Nguyen	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
DELHI COMMUNITY CENTER**

This Agreement is entered into on the 12th day of October, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and Delhi Community Center (hereinafter "Delhi").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA# 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, DELHI 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 DELHI do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2009 and ending July 30, 2010 and shall be in the amount of \$5,000 and subject to the provisions of this Agreement. DELHI further agrees to contribute \$8,000 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. DELHI shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, DELHI shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **DELHI** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **DELHI** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in *Exhibit A* may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **DELHI** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **DELHI** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **DELHI's** services, or **DELHI's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B* which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. DELHI shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. DELHI agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, DELHI under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of DELHI pursuant to this Agreement. DELHI shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local DELHI guidelines. DELHI shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement DELHI agrees that it is the direct provider of intended services. Upon request, DELHI shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. DELHI acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify DELHI immediately and in writing. Immediately upon such notice DELHI shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of DELHI's operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and DELHI shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. DELHI agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. DELHI may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **DELHI** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **DELHI** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **DELHI**'s use of such funds, a written statement from the **DELHI** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **DELHI** in accordance with the following payment schedule:

- a. **Payments.** Beginning July 31, 2009, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **DELHI**'s invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$5,000.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) **Financial Management System.** **DELHI** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **DELHI**'s system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;

- (3) Source documentation to support accounting records; and
 - (4) Proper charging of costs and cost allocation.
- (b) **DELHI'S Records.** DELHI's records shall be sufficient to:
- (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) **Costs Charged.** Costs shall be charged to this contract only in accordance with the following:
- (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) **Cost Principles.** In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. DELHI shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. DELHI shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the DELHI.

ACCESS AND RECORDS

19. (a) **Access.** RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to DELHI's activities, books, documents and papers (including computer records) and to records of DELHI's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of DELHI are kept. In the event DELHI does not make the above-referenced documents available within the County of Orange, California, DELHI agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) **Records Retention.** All accounting records and evidence pertaining to all costs of DELHI and all documents related to this Agreement shall be kept available at DELHI's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. **DELHI** shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to **DELHI** from **RSCCD**, **DELHI** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **DELHI** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **DELHI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **DELHI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **DELHI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **DELHI** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **DELHI** shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, **DELHI** shall submit to **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by **DELHI**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) **Property Management.** DELHI shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, DELHI shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by DELHI under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

24. (a) DELHI shall indemnify, hold harmless and defend RSCCD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of DELHI's performance of this Agreement, or any act or omission of DELHI, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by DELHI in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of DELHI, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. DELHI shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend DELHI, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or DELHI requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including DELHI personnel representatives. RSCCD shall forthwith remit all sums due DELHI, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

DELHI shall provide workers' compensation coverage for each of its employees. DELHI and RSCCD shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. DELHI agrees to grant RSCCD, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by DELHI under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance.** Every reasonable course of action will be taken by DELHI in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. DELHI, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of DELHI will receive favorable treatment when considered for enrollment in programs provided by, or employment with, DELHI.

(c) **Conducting Business Involving Close Personal Friends and Associates.** Executives of DELHI will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for DELHI to conduct business with a friend or associate of an executive or employee of DELHI, or an elected official in the area, a permanent record of the transaction will be retained.

(d) **Avoidance of Economic Interest.** No executive or employee of DELHI, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by DELHI or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. DELHI shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. DELHI certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **DELHI** certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **DELHI** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **DELHI** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **DELHI**, or if **DELHI** reports inaccurately, or if any audit report makes disallowances, **DELHI** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **DELHI** fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **DELHI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **DELHI** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **DELHI**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **DELHI** a written request to appeal said decision. Pending final decision of the appeal, **DELHI** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **DELHI**'s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **DELHI** with written notification of such determination. **DELHI** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **DELHI** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

DELHI: Agency Representative: Margarita Chavez, Executive Director
Agency: Delhi Community Center
Address: 542 E. Central Ave.
City, State Zip: Santa Ana, CA 92707
Phone: (714) 549-1317

IN WITNESS WHEREOF, **RSCCD** and **DELHI** have executed this Agreement as of the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

DELHI COMMUNITY CENTER

By: _____
Name: Peter J. Hardash
Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approval
Date: October 12, 2009

By: _____
Name: _____
Title: _____
Date: _____

LIST OF EXHIBITS

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
LATINO HEALTH ACCESS**

This Agreement is entered into on the 12th day of October, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and Latino Health Access (hereinafter "LHA").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, LHA 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 LHA do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2009 and ending July 30, 2010 and shall be in the amount of \$10,000 and subject to the provisions of this Agreement. LHA further agrees to contribute \$10,000 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. LHA shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, LHA shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, LHA will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. LHA agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. LHA shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. LHA shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of LHA's services, or LHA's activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. LHA shall not render the

same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. LHA agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, LHA under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of LHA pursuant to this Agreement. LHA shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local LHA guidelines. LHA shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement LHA agrees that it is the direct provider of intended services. Upon request, LHA shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. LHA acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify LHA immediately and in writing. Immediately upon such notice LHA shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of LHA'S operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and LHA shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. LHA agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. LHA may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. LHA shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Education.

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14. LHA may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the LHA's use of such funds, a written statement from the LHA describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

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- a. **Payments.** Beginning July 31, 2009, no more often than once per quarter and no less than once per year, upon receipt and approval by RSCCD of LHA's invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$10,000.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

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17. (a) **Financial Management System.** LHA shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. LHA's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and

- (4) Proper charging of costs and cost allocation.
- (b) **LHA'S Records.** LHA's records shall be sufficient to:
 - (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) **Costs Charged.** Costs shall be charged to this contract only in accordance with the following:
 - (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) **Cost Principles.** In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. LHA shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. LHA shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the LHA.

ACCESS AND RECORDS

19. (a) **Access.** RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to LHA's activities, books, documents and papers (including computer records) and to records of LHA's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of LHA are kept. In the event LHA does not make the above-referenced documents available within the County of Orange, California, LHA agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) **Records Retention.** All accounting records and evidence pertaining to all costs of LHA and all documents related to this Agreement shall be kept available at LHA'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. LHA shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to LHA from RSCCD, LHA assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, LHA and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. LHA will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) LHA will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) LHA will give written notice of its obligations under this Section of the Agreement to labor organizations with which LHA has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, LHA shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, LHA shall submit to RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by LHA, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) **Property Management.** LHA shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, LHA shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by LHA under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

24. (a) LHA shall indemnify, hold harmless and defend RSCCD, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of LHA's performance of this Agreement, or any act or omission of LHA, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by LHA in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of LHA, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. LHA shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend LHA, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or LHA requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including LHA personnel representatives. RSCCD shall forthwith remit all sums due LHA, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

LHA shall provide workers' compensation coverage for each of its employees. LHA and RSCCD shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. LHA agrees to grant RSCCD, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by LHA under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance.** Every reasonable course of action will be taken by LHA in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. LHA, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of LHA will receive favorable treatment when considered for enrollment in programs provided by, or employment with, LHA.

(c) **Conducting Business Involving Close Personal Friends and Associates.** Executives of LHA will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for LHA to conduct business with a friend or associate of an executive or employee of LHA, or an elected official in the area, a permanent record of the transaction will be retained.

(d) **Avoidance of Economic Interest.** No executive or employee of LHA, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by LHA or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. LHA shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. LHA certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See *Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), LHA certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by LHA for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, LHA violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by LHA, or if LHA reports inaccurately, or if any audit report makes disallowances, LHA shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as LHA fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from LHA, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice LHA has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **LHA**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **LHA** a written request to appeal said decision. Pending final decision of the appeal, **LHA** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **LHA**'s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **LHA** with written notification of such determination. **LHA** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **LHA** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: **Rancho Santiago Community College District**
 2323 North Broadway
 Santa Ana, CA 92706
 Attn: Vice Chancellor, Business Operations and Fiscal Services

LHA: **Agency Representative:** America Bracho, President/CEO
 Agency: Latino Health Access
 Address: 1717 N. Broadway
 City, State Zip: Santa Ana, CA 92706
 Phone: (714) 542-7792

IN WITNESS WHEREOF, RSCCD and LHA have executed this Agreement as of the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

LATINO HEALTH ACCESS

By: _____
Name: Peter J. Hardash
 Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approval
Date: October 12, 2009

By: _____
Name: _____
Title: _____
Date: _____

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
SANTA ANA UNIFIED SCHOOL DISTRICT**

This Agreement is entered into on the 12th day of October, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and Santa Ana Unified School District (hereinafter "SAUSD").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, SAUSD 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 SAUSD do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2009 and ending July 30, 2010 and shall be in the amount of \$282,340 and subject to the provisions of this Agreement. SAUSD further agrees to contribute \$372,280 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. SAUSD shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, SAUSD shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SAUSD will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

This Agreement is based on the Application for Federal Education Assistance included as *Exhibit C* to this Agreement. SAUSD agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

SAUSD shall utilize funding provided under this Agreement to support the following:

- 1) Math Specialists at Sierra and Spurgeon Intermediate Schools
- 2) Language Arts Specialists at Sierra and Spurgeon Intermediate Schools
- 3) Substitute teachers
- 4) Buses for college and campus tours
- 5) Attendance at conferences
- 6) Educational software

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. SAUSD shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. SAUSD shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SAUSD's services, or SAUSD's activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SAUSD shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. SAUSD agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, SAUSD under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SAUSD pursuant to this Agreement. SAUSD shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SAUSD guidelines. SAUSD shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement SAUSD agrees that it is the direct provider of intended services. Upon request, SAUSD shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. SAUSD acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify SAUSD immediately and in writing. Immediately upon such notice SAUSD shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of SAUSD's operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written

notice, **RSCCD** and **SAUSD** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **SAUSD** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The **SAUSD** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **SAUSD** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **SAUSD** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **SAUSD's** use of such funds, a written statement from the **SAUSD** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **SAUSD** in accordance with the following payment schedule:

- a. **Payments.** Beginning July 31, 2009, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **SAUSD's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$282,340.

- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) **Financial Management System.** SAUSD shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SAUSD's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - (2) Effective internal controls to safeguard assets and assure their proper use;
 - (3) Source documentation to support accounting records; and
 - (4) Proper charging of costs and cost allocation.
- (b) **SAUSD's Records.** SAUSD's records shall be sufficient to:
- (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) **Costs Charged.** Costs shall be charged to this contract only in accordance with the following:
- (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)
- (d) **Cost Principles.** In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. SAUSD shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SAUSD shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SAUSD.

ACCESS AND RECORDS

19. (a) **Access.** RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SAUSD's activities, books, documents and papers (including computer records) and to records of SAUSD's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records

and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SAUSD are kept. In the event SAUSD does not make the above-referenced documents available within the County of Orange, California, SAUSD agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of SAUSD and all documents related to this Agreement shall be kept available at SAUSD's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. SAUSD shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to SAUSD from RSCCD, SAUSD assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, SAUSD and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SAUSD will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) SAUSD will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

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22. Without prejudice to any other section of this Agreement, SAUSD shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SAUSD shall submit to RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SAUSD, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. SAUSD shall budget, manage and maintain an inventory or property in accordance with the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, SAUSD shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SAUSD under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

24. (a) SAUSD shall indemnify, hold harmless and defend RSCCD, its School Board, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of SAUSD's performance of this Agreement, or any act or omission of SAUSD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by SAUSD in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of SAUSD, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. SAUSD shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend SAUSD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or SAUSD

requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including SAUSD personnel representatives. RSCCD shall forthwith remit all sums due SAUSD, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

SAUSD shall provide workers' compensation coverage for each of its employees. SAUSD and RSCCD shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. SAUSD agrees to grant RSCCD, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SAUSD under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance.** Every reasonable course of action will be taken by SAUSD in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SAUSD, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of SAUSD will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SAUSD.

(c) **Conducting Business Involving Close Personal Friends and Associates.** Executives of SAUSD will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SAUSD to conduct business with a

friend or associate of an executive or employee of SAUSD, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of SAUSD, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SAUSD or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. SAUSD shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. SAUSD certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See *Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), SAUSD certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by SAUSD for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, SAUSD violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SAUSD, or if SAUSD reports inaccurately, or if any audit report makes disallowances, SAUSD shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as SAUSD fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SAUSD, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SAUSD has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SAUSD. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SAUSD a written request to appeal said decision. Pending final decision of the appeal, SAUSD shall act in accordance with the written decision of RSCCD or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SAUSD's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event

that such funding is terminated or reduced, **RSCCD** shall provide **SAUSD** with written notification of such determination. **SAUSD** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **SAUSD** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: **Rancho Santiago Community College District**
 2323 North Broadway
 Santa Ana, CA 92706
 Attn: Vice Chancellor, Business Operations and Fiscal Services

SAUSD: Agency Representative: Mary Booth
Department: _____
Agency: Santa Ana Unified School District
Address: 1601 E. Chestnut Ave.
City, State Zip: Santa Ana, CA 92701
Phone: (714) 558-5724

IN WITNESS WHEREOF, RSCCD and SAUSD have executed this Agreement as of the date first above written.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**SANTA ANA UNIFIED
SCHOOL DISTRICT**

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Title: Vice Chancellor

Title: _____

Title: Business Operations/Fiscal Services

Date: _____

Date: _____

Board
Approval

Date: October 12, 2009

LIST OF EXHIBITS

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Agreement is entered into on the 12th day of October, 2009 between Rancho Santiago Community College District (hereinafter "RSCCD") and The Regents of the University of California on behalf of its Irvine campus (hereinafter "UCI").

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, UCI 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 UCI do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2009 and ending July 30, 2010 and shall be in the amount of \$212,955 and subject to the provisions of this Agreement. UCI further agrees to contribute \$110,916 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. UCI shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, UCI shall fully comply with the applicable requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.
- (c) All applicable standards and orders and requirements issued under Section 306 of the

Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, UCI will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. UCI agrees to comply with all applicable provisions, to perform all of its proposed work, and to provide all of its proposed services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

UCI shall utilize funding provided under this Agreement to support the following:

- 1) Program Specialist to implement activities at each GEAR UP school
- 2) Staff to monitor GEAR UP student data
- 3) Teaching Assistants
- 4) Provision of English Language Arts professional development to SAUSD teachers
- 5) Associates with Homeroom for College curriculum and Parent Promotores materials
- 6) Attendance at conferences
- 7) Residential programs
- 8) Material and software for research and evaluation
- 9) Facilities, materials, and hospitality for the inter-segmental meetings.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification to RSCCD. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. UCI shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. UCI shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of UCI's services, or UCI's activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall not be used for services, staff, programs or materials that would otherwise be available in the absence of such funds. Additionally, UCI shall not be reimbursed for rendering the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. UCI agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, UCI under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of UCI pursuant to this Agreement. UCI shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local UCI guidelines. UCI shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement UCI agrees that it is the direct provider of intended services. Upon request, UCI shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. UCI acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify UCI immediately and in writing. Immediately upon such notice UCI shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of UCI's operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and UCI

shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. UCI agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. UCI may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. UCI shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to U.S. Department of Education.

CARRYOVER

14. UCI may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the UCI's use of such funds, a written statement from the UCI describing the ways it intends to use remaining funds may be required.

SUBMISSION OF INVOICES

15. Upon the effective date of this Agreement, RSCCD shall make payments to UCI in accordance with the following payment schedule:

- a. **Payments.** Beginning July 31, 2009, no more often than once per quarter and no less than once per year, upon receipt and approval by RSCCD of UCI's invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$212,955.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

16. (a) **Financial Management System.** UCI shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. UCI's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.

(b) **UCI'S Records.** UCI's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.

(c) **Costs Charged.** Costs shall be charged to this contract only in accordance with the following:

- (1) Approved Application for Federal Assistance (*Exhibit A*);
- (2) The Education Department General Administrative Regulations (EDGAR); and
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) **Cost Principles.** In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

17. UCI shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program (GEAR UP) should be listed in their Schedule of Federal Expenditures. UCI shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the UCI.

ACCESS AND RECORDS

18. (a) **Access.** RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to UCI's activities, books, documents and papers (including computer records) and to records of UCI's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring during normal business hours at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of UCI are kept. In the event UCI does not make the above-referenced documents available within the County of Orange, California, UCI agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) **Records Retention**. All accounting records and evidence pertaining to all costs of UCI and all documents related to this Agreement shall be kept available at UCI's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. UCI shall promptly report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal, state, and local laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

20. As a condition of this award of financial assistance under the U.S. Department of Education to UCI from RSCCD, UCI assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, UCI and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. UCI will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) UCI will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) UCI will give written notice of its obligations under this Section of the Agreement to labor organizations with which UCI has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, UCI shall, where applicable, maintain the confidential nature of information provided to it by RSCCD concerning participants in accordance with the requirements of federal and state laws. However, in accordance with Article 18(a), UCI shall provide RSCCD, the U.S. Department of Education, and/or the United States Government or their representatives, access to records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by

UCI, costs incurred and services rendered hereunder. RSCCD, the U.S. Department of Education and the United States Government, or their representatives, shall also maintain confidential information provided to it concerning participants in accordance with the requirements of the federal and/or state laws.

PROPERTY

22. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) **Property Management.** UCI shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Article 18(b), UCI shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property.

REPORTS

23. UCI will furnish reports, documents, photographs, and data, or copies of each, as reasonably requested by RSCCD concerning UCI's activities as they affect the services hereunder. RSCCD shall be specific as to the nature of the information requested and allow thirty (30) days for UCI to respond.

INDEMNIFICATION

24. (a) UCI shall indemnify, hold harmless and defend RSCCD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of UCI's performance of this Agreement, or any act or omission of UCI, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by UCI in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of UCI, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. UCI shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend UCI, its Board of Regents, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD's performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or UCI requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties,

including UCI personnel representatives. RSCCD shall forthwith remit all sums due UCI, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. UCI shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. Within thirty (30) days of the execution of this Agreement, UCI shall deliver certificate(s) of insurance under UCI's comprehensive general liability insurance policy. Upon request, RSCCD shall be provided a copy of said policy.

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

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. In accordance with 34 CFR 74.36, 34 CFR 80.34, and in order for RSCCD to meet its obligations contained in the prime Grant No. P334A090134 with the U.S. Department of Education, UCI shall grant RSCCD a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, in the fulfillment of its obligations contained in the prime Grant No. P334A090134, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by UCI under this Agreement and in accordance with 34 CFR 75.626, any patent application filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) **General Assurance.** Every reasonable course of action will be taken by UCI in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. UCI, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of UCI will receive favorable treatment when considered for enrollment in programs provided by, or employment with, UCI.

(c) **Conducting Business Involving Close Personal Friends and Associates.** Executives of UCI will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for UCI to conduct business with a friend or associate of an executive or employee of UCI, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of UCI, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by UCI or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. UCI shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. UCI certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), UCI certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by UCI for the purpose of appraising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, UCI violates any of the terms and conditions of this Agreement, or if UCI reports inaccurately, or if any audit report makes disallowances, UCI shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as UCI fulfills its obligations or remedies all violations of this Agreement; and/or (2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from UCI, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice UCI has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved through arbitration and/or legal action.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of UCI's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide UCI with written notification of such determination. UCI shall immediately comply with RSCCD's decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. UCI acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

UCI: Agency Representative: Eileen Lamb, Sr. Contract & Grant Officer
 Department: Office of Research Administration
 Agency: University of California, Irvine
 Address: 300 University Tower
 City, State Zip: Irvine, CA 92697-7600
 Phone: (949) 824-4781

IN WITNESS WHEREOF, RSCCD and UCI have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board
Approved
date: October 12, 2009

LIST OF EXHIBITS

- EXHIBIT A** **Application for Federal Funding**
- EXHIBIT B** **Report Template**
- EXHIBIT C** **Invoice Template**
- EXHIBIT D** **Assurances – Non-Construction Programs**
- EXHIBIT E** **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
- EXHIBIT F** **Certification Regarding Lobbying**
- EXHIBIT G** **Disclosing Federal Funding in Public Announcements**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College

To: Board of Trustees	Date: October 12, 2009
Re: Approval of SAC Follow-Up Report on Accreditation	
Action: Information	

BACKGROUND

Santa Ana College has prepared a Follow-Up Report as requested by the Western Association of Schools and Colleges (WASC) Accrediting Commission for Community and Junior Colleges (ACCJC). The Follow-Up Report is a response to the Commission Letter of February 3, 2009, that placed the College on Warning. Faculty and staff at SAC, in coordination with District and SCC leaders, have responded to the Commission's written progress on college recommendation 1 and district recommendations 1, 2 and 4. The Follow-Up Report will be submitted to the ACCJC in mid-October. A site visit will be scheduled by ACCJC following the receipt of the Report.

ANALYSIS

The Follow-Up Report was presented to the Board of Trustees for a first reading on September 28, 2009. The attached is presented for a second reading and approval.

RECOMMENDATION

It is recommended that the Board of Trustees approve the SAC Follow-Up Report as presented and as requested by the Western Association of Schools.

Fiscal Impact:	None	Board Date: October 12, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bonita Jaros, Ph.D., Accreditation Chair	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College**

To: Board of Trustees	Date: October 12, 2009
Re: Approval of SCC Follow-Up Report on Accreditation	
Action: Approval	

BACKGROUND

Santiago Canyon College has prepared a Follow-Up Report as requested by the Western Association of Schools and Colleges (WASC) Accrediting Commission for Community and Junior Colleges (ACCJC). The Follow-Up Report is a response to the Commission Letter of February 3, 2009, that placed the College on Warning. Faculty and staff at SCC, in coordination with District and SAC leaders, have responded to the Commission's written progress on team recommendations 3, 4, and 6, and Commission recommendation 1. The Follow-Up Report will be submitted to the ACCJC in mid-October. A site visit will be scheduled by ACCJC following the receipt of the Report.

ANALYSIS

The Follow-Up Report is presented to the Board of Trustees for second reading.

RECOMMENDATION

It is recommended that the SCC Follow-Up Report as requested by the Western Association of Schools and Colleges be approved as presented.

Fiscal Impact: None	Board Date: October 12, 2009
Prepared by: Mary Halvorson, Vice President of Academic Affairs	
Submitted by: Juan Vázquez, President, Santiago Canyon College	
Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

To: Board of Trustees	Date: October 12, 2009
Re: Board of Trustees Continuous Improvement Process	
Action: Request for Action	

BACKGROUND

The board of trustees believes that a continuous improvement process is essential for the ongoing growth and development of the board.

ANALYSIS

The board of trustee's continuous improvement process focuses on using information to assist the board in setting its future goals and objectives.

The annual reports for Human Resources, Business Operations and Fiscal Services, and Public Affairs and Governmental Relations are attached for the board's perusal. Also included are the Santa Ana College and Santiago Canyon College annual reports that the board reviewed earlier this year.

RECOMMENDATION

The administration recommends review of the 2008-2009 annual reports of Human Resources, Business Operations/Fiscal Services, and Public Affairs and Governmental Relations.

Fiscal Impact: None	Board Date: October 12, 2009
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Dr. Edward Hernandez, Jr., Chancellor	
Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

2009-2010 Goals

- 1. Promote a learning community environment that is innovative, student-centered, and celebrates student achievement.**
- 2. Provide, when possible, access and retention for completion programs, including transfer, vocational, and high school diploma programs; and prepare students for success in their academic, career, and personal life endeavors.**
- 3. Implement facilities master plans, and incorporate “green” efforts into facilities development and other efforts where possible and cost-effective.**
- 4. Promote flexible, cost-effective educational programs and services when possible, including the use of cutting-edge technology and educational program delivery via technology.**
- 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.**
- 6. Maintain a positive, productive working environment for employees, recognizing and embracing diversity and enhancing staff development opportunities that address innovation and technology.**
- 7. When possible, expand partnerships with business, labor, community groups, universities, schools, and other public and private agencies in order to enhance the district’s resource development; ensure student access and success; ensure robust economic development programs; and be responsive to workforce development needs and high demand career fields.**
- 8. When possible, 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.**
- 9. Maximize college and community use of athletic fields when fiscally neutral, subject to state law.**

**Vision Statement
2009-2010**

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 learning 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.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

To: Board of Trustees	Date: October 12, 2009
Re: Board President's Award	
Action: Information	

RECOMMENDATION

In an effort to thank people or entities who have assisted our district and colleges and encourage more contributions and donations, Board member John Hanna recommends the Board President begin recognizing those individuals, businesses, unions, or groups who have donated services, supplies, or funds to our district, one of the colleges, or one of their programs or classes offered with a Board President's Award.

Fiscal Impact: None	Board Date: October 12, 2009
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Mr. John Hanna, Member, Board of Trustees	
Recommended by: Mr. John Hanna, Member, Board of Trustees	