# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Board of Trustees (Regular meeting) Monday, December 6, 2010 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.

# <u>AGENDA</u>

#### SWEARING-IN CEREMONY AND RECEPTION

<u>4:30 p.m.</u>

#### 1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 <u>Recognition of Margaret Pashko, Sempra Energy Companies</u> Recognition of SAC students/staff of *el Don* student newspaper
- 1.3 Presentation of District Annual Financial Audit
- 1.4 Approval of Additions or Corrections to Agenda

Action

#### 1.5 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 <u>prior</u> to the start of open session. <u>Completion of the information on the form is voluntary</u>. 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 <u>Brown</u> <u>Act</u>. 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.

# 1.6Approval of Minutes –Special meeting of November 8, 2010Regular meeting of November 15, 2010Action

#### 1.7 <u>Approval of Consent Calendar</u>

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

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

# 2.0 BOARD ORGANIZATION

2.1 <u>Annual Board Organization</u>

Board Policy #9013 requires that the board take specific actions at its annual organizational meeting:

-Election of Board Officers (President, Vice President, and Clerk) for the 2010-11 year

-Designation of secretary and assistant secretary

-The President of the Board shall appoint members and chairs to

the following board committees:

- Facilities Committee
- Fiscal and Audit Review Committee
- Legislative Committee
- Policy Committee

-The President of the Board shall appoint representatives to the

- the following organizations:
  - RSCCD Foundation
  - Orange County Legislative Task Force
  - Orange County School Boards Association
  - Nominating Committee on School District Organization

-Adoption of schedule of meeting dates for 2011 (attached)

-Reaffirmation of Board Policy #3211 - Investments (attached)

-Reaffirmation of Board Policy #9002 - Statement of Ethical Conduct (attached)

-Reaffirmation of Board Policy #9011 - Conferences and meetings (attached)

# 3.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 3.1 <u>Report from the Chancellor</u>
- 3.2 Reports from College Presidents
  - Enrollment
  - Facilities
  - College activities
  - Upcoming events

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Action

Action

Agenda Board of Trustees

- 3.3 <u>Report from Student Trustee</u>
- 3.4 <u>Reports from Student Presidents</u>
  - Student activities
- 3.5 <u>Reports from Academic Senate Presidents</u>
  - Senate meetings
- 3.6 Presentation on SB 1440 California Community Colleges: Student Transfers

### **RECESS TO CLOSED SESSION**

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

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

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

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  - f. Educational Administrator Appointments
    - (1) Administrative Dean
    - (2) Associate Dean
    - (3) Associate Dean
    - (4) Director
    - (5) Vice President
  - g. Other Educational and Classified Administrators
- Public Employee Performance Evaluation (pursuant to Government Code Section 54957)

   a. Chancellor
- 3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

### **RECONVENE**

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

#### Public Comment

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

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# 4.0 HUMAN RESOURCES

4.1	Management/Academic Personnel	Action
	Ratification of Resignations/Retirements	
	• Approval of Hiring of Long-term Substitute/Temporary Employees per E.C. 87482	
	Approval of Leaves of Absence	
	Approval of Stipends	
	Approval of Part-time/Hourly Hires/Rehires	
	Approval of Non-paid Intern Services	
4.2	Classified Personnel	Action
	Approval of New Appointments	
	Approval of Temporary to Contract Assignments	
	Approval of Changes in Position	
	Approval of Leaves of Absence	
	Ratification of Resignations/Retirements	
	Approval of Temporary Assignments	
	Approval of Additional Hours for On Going Assignments	
	Approval of Substitute Assignments	
	Approval of Miscellaneous Positions	
	<ul> <li>Approval of Instructional Associates/Associate Assistants</li> </ul>	
	<ul> <li>Approval of Community Service Presenters' Stipends</li> </ul>	
	Approval of Volunteers	
	Approval of Student Assistant Lists	
4.3	Approval of Credit Instructional Calendar for 2011-2012	Action
	The administration recommends approval of the 2011-2012 Credit	
	Instructional Calendar.	
4.4	Authorization for Board Travel/Conferences	Action
5.0 <u>INS</u>	TRUCTION	
*5.1	<u>Approval and Certification of New Noncredit Courses for Santa Ana</u> <u>College School of Continuing Education</u> The administration recommends approval and certification of the list of new noncredit courses for submission to the State Chancellor's Office and adding the courses to Santa Ana College's Noncredit Course	<u>Action</u>
	Inventory.	

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\* Item is included on the Consent Calendar, Item 1.7.

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*5.2	<u>Approval of Nursing Agreement Amendment – La Amistad Family</u> <u>Health Center, Without Instructor</u> The administration recommends approval of this clinical affiliation Agreement with La Amistad Family Health Center.	<u>Action</u>
*5.3	Approval of Nursing Agreement Amendment – St. Joseph Hospital of Orange, Without Instructor The administration recommends approval of this clinical agreement with St. Joseph Hospital of Orange.	<u>Action</u> th
*5.4	Approval of Nursing Agreement Amendment – St. Joseph Hospital of Orange, With Instructor The administration recommends approval of this clinical affiliation agreement with St. Joseph Hospital of Orange.	<u>Action</u>
*5.5	Approval of Nursing Agreement Amendment – On-site Associate Degree Nursing Program with St. Joseph Hospital of Orange The administration recommends approval of this clinical affiliation agreement with On-site Associate Degree Nursing Program with St. Joseph Hospital of Orange.	<u>Action</u>
*5.6	Approval of Agreement Amendment – Western Medical Center Santa Ana The administration recommends approval of this clinical affiliation agreement amendment with Western Medical Center Santa Ana.	<u>Action</u>
*5.7	Approval of Amendment to Existing OTA Agreement – Torrance <u>Memorial Medical Center</u> The administration recommends approval of this amendment to the agreement with Torrance Memorial Medical Center in Torrance, California.	<u>Action</u>
*5.8	<u>Approval of New OTA Agreement – BIG FUN Therapy</u> The administration recommends approval of this agreement with BIG FUN Therapy in Culver City, California.	<u>Action</u>
*5.9	Approval of Criminal Justice Academies Agreement Renewal: County of Orange The administration recommends approval of this renewal agreement with the County of Orange in Santa Ana, California.	
*5.10	<u>Approval of New OTA Agreement – Ventura County Office of Education</u> The administration recommends approval of this agreement with Venture County Office of Education in Ventura, California.	

\* Item is included on the Consent Calendar, Item 1.7.

Agenda Page 6 Board of Trustees December 6, 2010 6.0 **BUSINESS OPERATIONS/FISCAL SERVICES** \*6.1 Approval of Payment of Bills Action The administration recommends payment of bills as submitted. \*6.2 Receive the District Audit Report for Fiscal Year ended June 30, 2010 Action The administration recommends receiving and accepting the Rancho Santiago Community College District Audit Report for the fiscal year ended June 30, 2010, as presented. \*6.3 Approval of Appointments for Measure E Citizens' Bond Oversight Action Committee The administration recommends approval of the appointment/reaffirmation of the Citizens' Bond Oversight Committee for 2011 as presented. \*6.4 Approval of Consulting Services – The Dolinka Group Action The administration recommends approval of the agreement for consulting services of The Dolinka Group as presented. \*6.5 Approval of Extension of Consulting Services - Facilities Planning Action & Program Services, Inc. The administration recommends approval of the extension of the consulting services agreement for Facilities Planning & Program Services, Inc., as presented through June 30, 2011. \*6.6 Approval of Change Order #8 - Bid #1097 - General Construction for Action Child Development Center at Santa Ana College (SAC) The administration recommends approval of change order #8 for Bid #1097 for ISEC, Inc., for general construction at the Child Development Center at SAC as presented. \*6.7 Approval of Change Order #3 – Bid #1100 for Concrete for Child Action Development Center at Santa Ana College The administration recommends approval of change order #3 for Bid #1100 for Micon Construction, Inc., for concrete for the Child Development Center at SAC as presented. Approval of Change Order #2 – Bid #1102 for Roofing and Solar Systems \*6.8 Action at Child Development Center at Santa Ana College The administration recommends approval of change order #2 for Bid #1102 for Peterson Dean Roofing and Solar Systems for roofing at the Child Development Center at SAC as presented.

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*6.9	<u>Approval of Change Order #4 – Bid #1124 for HVAC at Child</u> <u>Development Center at Santa Ana College</u> The administration recommends approval of Change Order #4 for APEX Construction, Inc., for Bid #1124 for HVAC at the Child Development Center at SAC as presented.	<u>Action</u>
*6.10	Approval of Change Order #8 – Bid #1129 for Electrical at Child <u>Development Center at Santa Ana College</u> The administration recommends approval of change order #8 for Bid #1129 for EMAE International, Inc., for electrical at the Child Develop- ment Center at SAC as presented.	<u>Action</u>
*6.11	Approval of Change Order #7 - Bid #1055 for Concrete for Science Building (State Portion) at Santiago Canyon College (SCC) The administration recommends approval of change order #7 for Bid #1055 for Angeles Contractor, Inc., for concrete at the science building (state portion) at SCC as presented.	<u>Action</u>
*6.12	Approval of Change Order #6 - Bid #1058 for Interior Systems for Science Building (Bond Portion) at Santiago Canyon College The administration recommends approval of change order #6 for Bid #1058 for Angeles Contractor, Inc., for interior systems for the science building (bond portion) at SCC as presented.	<u>Action</u>
*6.13	Approval of Change Order #7 - Bid #1058 for Interior Systems for Science Building (State Portion) at Santiago Canyon College The administration recommends approval of change order #7 for Bid #1058, for Angeles Contractor, Inc., for interior systems for the science building (state portion) at SCC as presented.	<u>Action</u>
*6.14	Approval of Change Order #1 for Bid #1066 for Structural Steel for Science Building (Bond Portion) at Santiago Canyon College The administration recommends approval of change order #1 for Bid #1066 for McMahon Steel, Inc., for structural steel for the science building (bond portion) at SCC as presented.	<u>Action</u>
*6.15	Approval of Change Order #1 – Bid #1066 for Structural Steel for Science Building (State Portion) at Santiago Canyon College The administration recommends approval of change order #1 for Bid #1066 for McMahon Steel, Inc., for structural steel for the science building (state portion) at SCC as presented.	<u>Action</u>

<sup>\*</sup> Item is included on the Consent Calendar, Item 1.7.

Agenda Board of Trustees

*6.16	Approval of Change Order #1 – Bid #1139 for Electric for Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College The administration recommends approval of change order #1 for Bid #1139 for Dynalectric for electric for the Santiago Canyon Road entry and parking lot at SCC as presented.	<u>Action</u>
*6.17	<u>Approval of Plan Net Consulting Agreement</u> The administration recommends approval of the consulting agreement from Plan Net Consulting in the amount of \$24,000 as presented.	<u>Action</u>
*6.18	Approval of CMAS Contract to Mohawk Resources, Ltd. The administration recommends approval of the District's use of CMAS Contract #4-04-49-002B, including renewals and extensions awarded to Mohawk Resources, Ltd. as presented.	<u>Action</u>
*6.19	Approval of Foundation for California Community Colleges Office Supplies Contract The administration recommends approval of the District piggybacking on the Foundation for California Community Colleges Contract #CB10-108 from Bid #10-003 for office supplies to Office Depot, Inc., as presented.	<u>Action</u>
*6.20	<u>Approval of Donation of Surplus Items</u> The administration recommends approval of donations to Garden Grove Unified School District, Orange Unified School District, and Vietnamese Community of Orange County, Asian Health Center.	<u>Action</u>
*6.21	<u>Approval of Surplus Property</u> The administration recommends declaration of equipment as surplus property and utilization of The Liquidation Company to conduct an auction as presented.	<u>Action</u>
*6.22	<u>Approval of Donation of Surplus Pumper</u> The administration recommends approval of the donation of the 1986 Hush pumper to the Southwestern College Fire Technology Program as presented.	<u>Action</u>
*6.23	Approval of Independent Contractors The administration recommends approval of the following independent contractor: Cara Lockwood for consulting services for the Early Headstart Program and mentor coaching and coordination to newly-funded Mentor Coordination project for Child Development Services. Dates of service are December 7, 2010, through September 29, 2011. The fee is estimated at \$35,100.	<u>Action</u>

<sup>\*</sup> Item is included on the Consent Calendar, Item 1.7.

Agenda Board of Tru	istees De	Page 9 ecember 6, 2010	
*6.24	<u>Approval of Purchase Orders</u> The administration recommends approval of the purchase order listing for the period November 1, 2010, through November 12, 2010.	<u>Action</u>	
7.0 <u>GENERAL</u>			
*7.1	Approval of Resource Development ItemsThe 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:- California Early Childhood Mentor Program (District)\$ 1,550- Center for International Trade Development (District)\$ 16,727- Network for a Healthy California (District)\$ 106,456	<u>Action</u>	
*7.2	Adoption of Revisions to Board Policy 3503 – Selection of Architects and Board Policy 9009 – Committee Structure It is recommended the board adopt revisions to Board Policy 3503 and Board Policy 9009.	<u>Action</u>	
*7.3	Board of Trustees Continuous Improvement Process – Review and Receive RSCCD Annual Reports The administration recommends the board review and receive the 2009-2 annual reports of Human Resources, Business Operations/Fiscal Services and Public Affairs and Governmental Relations.		
*7.4	Approval of Contract for Consultant Services with Townsend Public <u>Affairs, Inc.</u> It is recommended the board approve the contract for consulting services with Townsend Public Affairs, Inc., as presented.	<u>Action</u>	
7.5	<ul><li><u>Reports from Board Committees</u></li><li>Board Facilities Committee</li></ul>	Information	
7.6	Board Member Comments	Information	
<b>8.0 ADJOURNMENT</b> - The next regular meeting of the Board of Trustees will be announced after the 2011 board meeting calendar is approved. The meeting will be			

announced after the 2011 board meeting calendar is approved. The meeting will be held at the District Office at 2323 North Broadway, Room #107, in Santa Ana, California.

<sup>\*</sup> Item is included on the Consent Calendar, Item 1.7.

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

# **Board of Trustees (Special meeting)**

# Monday, November 8, 2010

# MINUTES

# 1.0 PROCEDURAL MATTERS

### 1.1 Call to Order

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

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Raúl Rodriguez, 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 Ms. Woolery.

### 1.3 Public Comment

Regarding the board self-evaluation instrument, Mr. John Zarske, Academic Senate President at Santa Ana College (SAC) asked the board to consider adding a response in the middle of the current four responses available or listing numerical responses instead of agree/disagree.

Mr. Hanna and Mr. Yarbrough arrived at this time.

# 2.0 BOARD SELF EVALUATION PROCESS

### 2.1 <u>Review and Discussion of Self-Evaluation Responses from Community and Staff</u>

Board members reviewed the self-evaluation survey responses from community and staff. Discussion ensued regarding placement of closed session, increasing recognition of board members in publications to the community, and the overall response from the community.

For accreditation purposes, Mr. Hanna asked the minutes to reflect that board members reviewed community and staff responses prior to board members completing their self-evaluation questionnaires.

Several board members thanked those that completed the survey and indicated the responses and comments are helpful to the board.

Agenda Board of Trustees

### 2.2 <u>Public Comment</u>

There were no public comments.

# 3.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on November 15, 2010, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Mr. Labrado declared this meeting adjourned at 4:51 p.m.

Respectfully submitted,

Dr. Raúl Rodriguez Chancellor

Approved: \_\_\_\_

Clerk of the Board

Minutes approved: December 6, 2010

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

# **Board of Trustees (Regular meeting)**

# Monday, November 15, 2010

# MINUTES

### 1.0 PROCEDURAL MATTERS

#### 1.1 Call to Order

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

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

#### 1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Kevin Dilger, Student President at Santiago Canyon College (SCC).

Mr. Nathan Selvidge arrived at this time.

### 1.3 Informational Presentation on the Brown Act

Ms. Mary Dowell, partner with the law firm of Liebert Cassidy Whitmore, provided a presentation on updates to the Brown Act.

Mr. John Hanna and Mr. Mark McLoughlin arrived shortly after the Brown Act presentation began.

#### 1.4 Approval of Addition or Corrections to Agenda

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve an addendum to Item 3.2 (Approval of Classified Personnel) and Item 6.6 (Receive and Review the RSCCD Board of Trustees Evaluation Survey).

1.5 <u>Public Comment</u>

There were no public comments.

#### 1.6 <u>Approval of Minutes</u>

It was moved by Mr. Yarbrough, seconded by Mr. Selvidge, and carried unanimously to approve the minutes of the regular meeting held October 25, 2010.

#### 1.7 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Selvidge, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda):

- 4.1 <u>Ratification of Santa Ana College (SAC) Associate Degree and Certificates for Summer 2010</u> The board ratified the recipients of the Santa Ana College associate degrees and certificates for summer 2010 as presented.
- 4.2 <u>Ratification of Santiago Canyon College Summer 2010 Graduates and Degrees</u> The board ratified the recipients of the Santiago Canyon College associate degrees, certificates of achievements, and certificates for summer 2010 as presented.
- 4.3 <u>Approval of Santa Ana College Community Services Program for Spring 2011</u> The board reviewed and approved the list of proposed Santa Ana College Community Services Program for Spring 2011.
- 4.4 <u>Approval of Santiago Canyon College Community Services Program for Spring</u> 2011 The board reviewed and approved the list of proposed Santiago Canyon College Community Services Program for Spring 2011.
- 4.5 <u>Approval of Amendment #3 to CJA Agreement County of Orange</u> The board approved this amendment with the County of Orange in Santa Ana, California.
- 4.6 <u>Approval of New OTA Agreement Chula Vista Elementary School District</u> The board approved this agreement with Chula Vista Elementary School District in Chula Vista, California.
- 5.1 <u>Approval of Payment of Bills</u> The board approved payment of bills as submitted.

- 1.7 <u>Approval of Consent Calendar</u> (cont.)
  - 5.2 <u>Approval of Budget Transfers and Budget Increases/Decreases</u> The board approved budget transfers, increases, and decreases during the months of July 2010 through October 2010.
  - 5.3 <u>Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended</u> <u>September 30, 2010</u> The board approved the CCFS-311Q for the period ending September 30, 2010, as presented.
  - 5.5 <u>Approval of Additional DSA Inspection Services for Child Development Center</u> <u>at Centennial Education Center (CEC)</u> The board approved additional services for Johnston Inspections, Inc. to provide DSA mandated inspection services for the renovation of the Child Development Center at CEC as presented.
  - 5.6 <u>Approval of Awarding Bid #1166 for Exterior Siding Replacement, Metal</u> <u>Work, and Painting at Centennial Education Center</u> The board approved awarding Bid #1166 for exterior siding replacement, metal work, and painting at CEC to Color New Company as presented.
  - 5.7 <u>Approval of Awarding Bid #1168 for District-wide Carpet Installation and Resilient Flooring</u> The board approved awarding Bid #1168 for district-wide carpet installation and resilient flooring to Progressive Floor Covering as presented.
  - 5.8 <u>Approval of Awarding Bid #1169 for Sewer and Gas Line Repair at Santa Ana</u> <u>College</u>

The board approved awarding Bid #1169 for sewer and gas line repair at SAC to Atlas-Allied, Inc. as presented.

5.9 <u>Approval of Construction Management Services for Bid #1166, Bid #1169,</u> <u>Preliminary Research and Documentation, and Project Filing/Archiving and</u> <u>DSA Closeout Assistance</u> The board approved the extension of management services for Bernards

The board approved the extension of management services for Bernards Management Services as presented.

5.10 <u>Approval of DSA Inspection Services for ADA Upgrades at Baseball Complex</u> <u>at Santa Ana College</u>

The board approved an agreement with Johnson Inspections, Inc. for DSAmandated inspection services for ADA upgrades at the baseball complex at SAC as presented.

- 1.7 <u>Approval of Consent Calendar</u> (cont.)
  - 5.11 <u>Approval of Change Order #6 for Bid #1129 for Electrical at Child</u> <u>Development Center at Santa Ana College</u> The board approved Change Order #6 for Bid #1129 for EMAE International, Inc., for electrical at the Child Development Center at SAC as presented.
  - 5.12 <u>Approval of Notice of Completion for Bid #1109 for Child Development at Santa Ana College</u>
     The board approved the Notice of Completion for the plumbing portion of services at the Child Development Center at SAC as presented.
  - 5.13 <u>Approval of Change Order for Humanities Building at Santiago Canyon College</u> The board approved additional services for LPA, Inc., in the amount of \$1,500 as presented.
  - 5.14 <u>Approval of Geotechnical Consulting Services for Orange Education Center</u> The board approved an agreement with Ninyo & Moore to perform geotechnical consulting services in the amount of \$17,384 for the Orange Education Center (OEC) as presented.
  - 5.15 <u>Approval of Change Order #2 for Bid #1053 for Earthwork for Science</u> <u>Building (State Portion) at Santiago Canyon College</u> The board approved change order #2 for Bid #1053for Reed Thomas Company, Inc., for earthwork for the science building (State Portion) at SCC as presented.
  - 5.16 <u>Approval of Change Order #2 for Bid #1053 for Earthwork for Science</u> <u>Building (Bond Portion) at Santiago Canyon College</u> The board approved change order #2 for Bid #1053for Reed Thomas Company, Inc., for earthwork for the science building (Bond Portion) at SCC as presented.
  - 5.17 <u>Approval of Change Order #6 for Bid #1055 for Concrete for Science Building (State Portion) at Santiago Canyon College</u> The board approved change order #6 for Bid #1055 for Angeles Contractor, Inc., for concrete for the science building (State Portion) at SCC as presented.
  - 5.18 <u>Approval of Change Order #1 for Bid #1140 for Plumbing for Athletic/Aquatic Complex at Santiago Canyon College</u> The board approved change order #1 for Bid #1144 for Interpipe Contracting, Inc., for plumbing for the Athletic/Aquatic Complex at SCC as presented.
  - 5.19 <u>Approval of Purchase Orders</u> The board approved the purchase order listing for the period October 10, 2010, through October 30, 2010.

\$800,000

Minutes Board of Trustees

- 1.7 <u>Approval of Consent Calendar</u> (cont.)
  - 6.1 Approval of Resource Development Items

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

- Child Development Infant Toddler Resource Award (Dist.) \$ 1,855
- GEAR UP, 2005 Year 6 (SAC) \$800,000
- GEAR UP, 2009 Year 2 (SAC)
- GEAR UP Implementation Grant (SAC) \$ 84,610
- Taller San Jose Medical Career Academy (CEC) \$ 4,000
- 6.2 <u>Approval of Subcontract Agreements between RSCCD and HABLA,</u> <u>CHOC/Help Me Grow, and MOMS Orange County for Early Head Start</u> <u>ARRA Expansion, Year 2 of 2</u>

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

- 6.3 <u>Approval of Sub-award Agreements between RSCCD and Delhi, LHA, SAUSD, and UCI for GEAR UP 2009 Year 2</u> The board approved the subcontract agreements and authorized the Vice Chancellor Business Operations/Fiscal Services or his designee to sign the subcontract agreements.
- 6.4 <u>Approval of Sub-award Agreements between RSCCD and Delhi, LHA, SAUSD, and UCI for GEAR UP 2005 Year 6</u> The board approved the subcontract agreements and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the subcontract agreements.

# 2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

#### 2.1 <u>Report from Chancellor</u>

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

#### 2.2 <u>Reports from College Presidents</u>

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 <u>Report from Student Trustee</u>

Mr. Nathan Selvidge provided a report to the board.

2.4 <u>Reports from Student Presidents</u>

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

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

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

### **RECESS TO CLOSED SESSION**

The board convened into closed session at 6:27 p.m. to consider the following items:

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  - f. Educational Administrator Appointments
    - (1) Administrative Dean
    - (2) Assistant Dean
    - (3) Director
    - (4) Vice President
  - g. Other Educational and Classified Administrators
- 2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Matt Johnson, et al. v. Rancho Santiago Community College Distric, et al, U.S. District Court Case No. SACV 04-00280 JVS (MLGx)

 Public Employee Performance Evaluation (pursuant to Government Code Section 54957)

 a. Chancellor

 Minutes Board of Trustees

 4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6) Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
 Employee Organizations: Faculty Association of Rancho Santiago Community College District California School Employees Association, Chapter 579 Continuing Education Faculty Association Child Development Centers Teachers Association

# **RECONVENE**

The board reconvened at 6:49 p.m.

#### Closed Session Report

Mr. Yarbrough reported the board discussed personnel items including employees as listed on the Human Resources dockets, existing litigation with legal counsel, and contract negotiations; 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 Permission to Accept Outside Assignments
- Approve New Job Descriptions
- Approve Revised Job Descriptions
- Approve Interim Assignments
- Approve Changes of Assignment Locations
- Ratify Resignations/Retirements
- Approve Interim Assignments
- Approve Stipends
- Approve Leaves of Absence
- Approve Part-time/Hourly Hires/Rehires
- Approve Non-paid Instructors of Record

Minutes Board of Trustees

#### 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 New Appointments
- Approve Temporary to Contract Assignments
- Approve Out of Class Assignments
- Approve Changes in Positions
- Ratify Resignations/Retirements
- Approve New Appointments
- Approve Leaves of Absence
- Approve Changes in Salary Placements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

### 4.0 **INSTRUCTION**

All items were approved as part of Item 1.7 (Consent Calendar).

### 5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, 5.3, and 5.5 through 5.19 were approved as part of Item 1.7 (Consent Calendar).

### 5.4 Quarterly Investment Report as of September 30, 2010

The quarterly investment report as of September 30, 2010, was presented as information.

### 6.0 GENERAL

Items 6.1, 6.2, 6.3, and 6.4 were approved as part of Item 1.7 (Consent Calendar).

6.5 <u>First Reading of Revision to Board Policy 3503 – Selection of Architects, Review of</u> <u>BP 5420 – Free Expression, and BP 9009 – Committee Structure</u>

These policies were presented for a first reading as an information item. For accreditation purposes, Mr. Hanna asked that it be recognized that the board initiated a review of BP 3503 – Selection of Architects as a means of reducing any misconception of micro-management.

#### 6.6 Receive and Review the RSCCD Board of Trustees Evaluation Survey

It was moved by Mr. Yarbrough and seconded by Mr. Conley to review the board's self-evaluation responses and complete the self-evaluation process for 2010. Several board members expressed positive comments regarding the results of the evaluation.

Dr. Chapel indicated the survey did not address student success. Mr. Didion indicated there is a student satisfaction survey completed annually and will forward the most current one to board members.

Dr. Chapel indicated he had received the results of a community survey conducted by the district approximately 3-4 years ago and asked that the same type of survey be conducted to gather the community's opinion of the district.

Mr. Hanna stated the current community survey is more in-depth and was approved by the Board Policy Committee and Board of Trustees prior to distribution.

Mr. McLoughlin asked that recognitions/awards given at previous board meetings continue and asked the chancellor to research the possibility of continuing these recognitions/awards without incurring expense.

#### 6.7 Board of Trustees Express Interest in Board Officer Positions

The following board members expressed interest in board officer positions for 2010-2011:

President:Brian ConleyVice President:Phillip Yarbrough and Mark McLoughlinClerk:Lisa Woolery

It was noted that next year this item will include board members expressing interest in serving on committees.

#### 6.8 Nomination of Brian Conley to ACCT Public Policy Committee

It was moved by Mr. Yarbrough, seconded by Ms. Woolery, and carried unanimously to approve a letter of nomination for Trustee Conley to serve on ACCT's Public Policy committee during the 2011 calendar year.

### 6.9 <u>Reports from Board Committees</u>

Mr. Hanna did not provide a report on the November 10, 2010, Board Facilities Committee meeting since he was unable to attend the meeting.

Mr. Conley provided a report on the November 3, 2010, Board Policy Committee meeting.

### 6.10 Board Member Comments

The following board members expressed interest in serving on the following committees:

- Board Facilities Committee: John Hanna, Mark McLoughlin, and Larry Labrado
- Board Fiscal/Audit Committee: Larry Labrado and Phil Yarbrough
- Board Legislative Committee: Lisa Woolery and John Hanna
- Board Policy Committee: Brian Conley (requested not to be chairperson), John Hanna, Larry Labrado, and Mark McLoughlin
- Representative to the RSCCD Foundation: David Chapel
- Representative to the Orange County School Boards Association: David Chapel

Several board members commended Ms. Dowell on her presentation of updates to the Brown Act.

Ms. Woolery asked that staff research legislative issues for board members to focus on during upcoming legislative visits in Sacramento and Washington, D.C. After research is completed, she asked that a Board Legislative Committee meeting be scheduled.

Mr. Conley thanked board members for their support of his nomination to serve on ACCT's Public Policy committee during the 2011 calendar year.

Mr. Hanna commended staff for their contributions toward a great semester.

Mr. Hanna congratulated Mayor Miguel Pulido, Mayor Carolyn Cavecche, U.S. Congresswoman Loretta Sanchez, U.S. Congressman Ed Royce, State Senator Lou Correa, State Assemblyman Jose Solorio, and State Assemblyman Curt Hagman on their recent reelections.

Minutes Board of Trustees Page 11 November 15, 2010

# 7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on December 6, 2010, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Mr. Labrado declared this meeting adjourned at 7:18 p.m.

Respectfully submitted,

Dr. Raúl Rodriguez Chancellor

Approved: \_\_\_\_\_

Clerk of the Board

Minutes approved: December 6, 2010

# Annual Organizational Meeting - BP9013

#### ANNUAL ORGANIZATIONAL MEETING - BP9013

#### Revised July 21, 2003

#### Revised July 26, 2010

The following tasks shall be listed under Board Organization and included on the agenda of the Board's annual organizational meeting to be held in December each year:

- Election of Board officers
- Designation of secretary & assistant secretary
- Schedule of regular meeting dates and locations for the following year, including: Board Self-Evaluation (BP9022), Evaluation of Chancellor (BP2113), and Preliminary Audit Discussion
- Authorization of signatures
- Appointment of trustees to committees by Board President
- Reaffirmation of Board Policy 9011 (Conferences & Meetings)
- Reaffirmation of Statement of Ethical Conduct (BP9002)
- Reaffirmation of Board Policy 3211 (Investments)

At the annual organizational meeting, the Board President shall solicit expressions of interest from members of the Board, or any newly elected members of the Board, regarding service as President, Vice President or Clerk of the Board, as well as any committee assignments.

From November 15, 2010 proposed minutes:

# 6.7 Board of Trustees Express Interest in Board Officer Positions

The following board members expressed interest in board officer positions for 2010-2011:

President:	Brian Conley	
Vice President:	Phillip Yarbrough and	Mark McLoughlin
Clerk:	Lisa Woolery	

The following board members expressed interest in serving on the following committees:

- Board Facilities Committee: John Hanna, Mark McLoughlin, and Larry Labrado
- Board Fiscal/Audit Committee: Larry Labrado and Phil Yarbrough
- Board Legislative Committee: Lisa Woolery and John Hanna
- Board Policy Committee: Brian Conley (requested not to be chairperson), John Hanna, Larry Labrado, and Mark McLoughlin
- Representative to the RSCCD Foundation: David Chapel
- Representative to the Orange County School Boards Association: David Chapel

# **Proposed Board Meetings – 2011**

January 18 (Tuesday)

February 7 (Board Planning Session), 22 (Tuesday)

March 14, 28

April 11, 25

May 9, 23

June 20

July 25

August 22

September 12, 26

October 10, 24 (annual self-evaluation and regular meeting)

November 14

December 5

For your information:

<u>CCLC Annual Legislative Conference</u> January 23 & 24, 2011—Sheraton Grand, Sacramento

<u>ACCT National Legislative Summit</u> February 13 - 16, 2011; Washington, D.C.

# Investments - BP3211

#### **INVESTMENTS - BP3211**

#### Revised 09/11/95

The Board of Trustees authorizes the chancellor, or designee, to invest monies not required for the immediate necessities of the district in accordance with existing law. Funds are to be invested in a manner which will provide the maximum security of principal.

- Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.
- The investments shall remain sufficiently liquid to meet all operating obligations of the district.
- The investments shall be done with the objective of attaining a market rate of return, taking into account risks and liquidity needs.

Investments shall be made with judgement and care, which persons of prudence, discretion and intelligence would exercise for the safety of capital and reasonable income.

The Vice Chancellor of Business and Fiscal Services shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this investment policy.

Administrators and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment activity or which could impair their ability to make impartial investment decisions.

#### Legal Reference:

Title 5, California Code of Regulations

58199.5 Appropriation of Excess Funds

Government Code Sections 53600, 53601, 53651, 53654

# Statement of Ethical Conduct - BP9002

#### STATEMENT OF ETHICAL CONDUCT - BP9002

#### Revised August 27, 2007

All Rancho Santiago Community College District board members are committed to maintaining the highest standards of conduct and ethical behavior. The Board believes that in promoting trust, confidence, and integrity in the working relationship between Trustees, administrators, faculty and Staff. The Board and its individual Trustees are committed to the following:

- In all decisions the Board will consider the educational welfare and equality of opportunity of all students in the District.
- Trustees are elected to represent the interests and serve the needs of the entire District and to promote the mission of Rancho Santiago Community College District.
- Trustees are non-partisan elected officials and will always put District and college priorities before their own political or personal priorities.
- Trustees hold a public trust that requires and will ensure that their actions avoid conflicts of interest and any appearance of impropriety.
- Trustees will speak on behalf of the Board only when granted such authority by a majority of the Board.
- Trustees shall be respectful of others in any discussions related to the district and colleges.
- Trustees clearly articulate to the Chancellor the Board's expectations, will support the work and efforts of the Chancellor, and keep the Chancellor informed of matters related to the district and colleges.
- Trustees will respect the confidentiality of all privileged information.
- Trustees will uphold the letter and spirit of the Ralph M. Brown Act and make all official decisions and actions of the Board of Trustees in open and public meetings.
- Trustees will remain informed about the district, educational issues, and responsibilities of trusteeship, and will work in the best interest of the entire district.

The president of the board, in consultation with the Chancellor, is authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations of pertinent laws and regulations, including but not limited to conflict of interest, open and public meetings, confidentiality of closed session information, and use of public resources. Violations of law may be referred to the District Attorney or Attorney General as provided for in law.

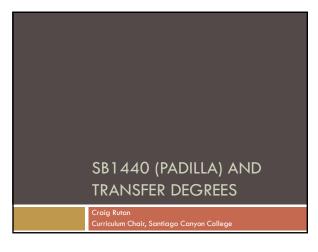
Violations of the board's policy code of ethics will be addressed by the president of the board, who will first discuss the violation with the trustee to reach a resolution. If resolution is not achieved and further action is deemed necessary, the president may appoint an ad hoc committee to examine the matter and recommend further courses of action to the board. Sanctions will be determined by the board officers and may include a recommendation to the board to censure of the trustee. If the president of the board is perceived to have violated the code, the vice president of the board is authorized to pursue resolution.

# Conferences and Meetings - BP9011

#### **BOARD TRAVEL - BP9011**

#### Revised 2/5/07

Members of the Board shall have travel expenses reimbursed whenever they travel as representatives of and perform services directed by the Board. Reimbursement for travel by Board members outside of the district boundaries must receive prior approval from the Board of Trustees. The Executive Committee of the Board of Trustees, in consultation with the Chancellor, may provide prior authorization for such travel when needed, pending full Board approval. Standard district travel procedures and rates will be used for reimbursement. (See AR 4108.)



# The Associate Degree

- Currently SAC and SCC issue associate degrees in majors or areas of emphasis of 18 units or more.
- Students must complete at least 60 units (including the units in the major) and one of the following:
   Local General Education Pattern (Plan A)
   CSU General Education Pattern (Plan B)
  - IGETC (Plan C)
- Each of the associate degrees in both college catalogs have been approved by the Chancellor's Office

### Senate Bill 1440

- Senate Bill 1440 (Padilla) creates a new Associate in Arts (or Science) degree for transfer in a specific major or area of emphasis to the CSU
- Some examples might be:
   Associate in Arts Degree for Transfer in Sociology
   Associate in Science Degree for Transfer in Physics
- All California Community Colleges are required to have transfer degrees in place by Fall 2011

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#### The Associate Degree for Transfer

- The student must complete 60 transferable units. This is different from our current degrees where some nontransferrable courses can be applied to the 60 unit limit (Math 80 for example)
- The student must complete either the CSU GE Pattern (Plan B) or IGETC (Plan C)
- The student must complete a major or area of emphasis of at least 18 units
- No additional local graduation requirements are allowed.
- Minimum 2.0 GPA

### How are these degrees different?

- Students that complete an associate degree for transfer will:
  - Be guaranteed admission to CSU with junior standing
  - Guarantee for admission **does not** guarantee admission in a specific major or to a specific campus
  - the CSU shall grant a student priority admission to his or her local CSU campus and to a program or major that is similar to his or her CC major or area of emphasis, as determined by the CSU campus to which the student is admitted

Restrictions on the CSU for Transfer Degree Students (1)

The CSU may require a student transferring pursuant to this article to take additional courses at the CSU so long as the student is not required to take any more than 60 additional semester units or 90 quarter units at the CSU for majors requiring 120 semester units or 180 quarter units." Restrictions on the CSU for Transfer Degree Students (2)

The CSU shall not require students transferring ... to repeat courses that are similar to those taken at the CC that counted toward the associate degree for transfer.

How will these degrees be implemented?

- Transfer Model Curriculum are currently being developed by intersegmental faculty for these degrees through the C-ID discipline groups
- Once a draft of a transfer model curriculum is submitted it is posed on the C-ID website (<u>http://www.c-id.net</u>) to be vetted by discipline faculty.
- Once the model curriculum has been finalized by the faculty discipline review groups (FDRGs), colleges may "adopt" it
- The Chancellor's Office will expedite approval of degrees based on the transfer model curriculum

# Transfer Model Curriculum

- □ Appropriate courses for an associate degree
- $\hfill\square$  Preparation for transfer
- $\square$  Double-counting encouraged
- $\square$  60 units total

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# Example – Psychology (DRAFT)

□ Core –

Introduction to Psychology (SS GE)
 Statistics (QR GE)

Research Methods (May be critical thinking)

 $\hfill\square$  Select one of (LS GE)

Biological Psychology

Introduction to Biology

Human Biology

# Example – Psychology (DRAFT)

- □ Select one of:
  - Intro to Biostatistics
  - Intro to Critical ThinkingIntro to Child Development
  - Intro to Cognition and Learning
  - Intro to Family Psychology
  - Intro to Learning
  - Intro to Social Psychology
  - Intro to Theories of Personality
  - Lifespan Psychology
  - Intro to Sociology

# Example - Psychology (DRAFT)

□ Select one of:

Any courses not selected above, any transferable psychology courses, and/or other courses that are major prep at a university - in or outside of the major.

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# What are the results of this project?

- Coordination of intersegmental discipline faculty
- Clear pathways for students statewide
- Students earn an associate degree, complete major prep, and are given admission priority

### Where does the project stand

- Draft transfer model curriculum descriptors have been posted in:

  - Criminal Justice
  - Geology
  - Mathematics
  - Psychology
  - Sociology
- It is expected that several descriptors will be finalized early in 2011

### What do we have to do?

- Once the descriptors are finalized, SAC and SCC must work on new transfer degrees in some of these areas.
- These degrees must be passed by their college's CIC
- The RSCCD Board of Trustees will need to approve these degrees in a separate approval from their normal curriculum approval in March
- There may be several submissions to the board during Spring 2011

# What do we have to do? (cont.)

- Once the RSCCD Board has approved one of these degrees either SAC or SCC will have to submit it to CCCCO for approval using the Curriculum Inventory.
- CCCCO has promised expedited approval if the transfer degree matches the transfer model curriculum.
- Each college will have to create a catalog addendum that is posted to the college's website that show these newly approved degrees
- Each college must have at least two approved transfer degrees by Fall 2011 to meet the requirements of SB 1440

### **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

# HUMAN RESOURCES DOCKET MANAGEMENT/ACADEMIC December 6, 2010

# MANAGEMENT

Ratification of Resignation/Retirement

Velasquez, Redencion Director of Accounting Fiscal Services District Effective: December 30, 2010 Reason: Retirement

# FACULTY

Hiring of Long-term Substitute/Temporary Employee per E.C. 87482

Escudero, Laurimar Long-term Substitute Instructor, Biology Science and Math Division Santa Ana College Effective: January 18, 2011 Salary Placement: I-3 \$27,934.20/Year

Leaves of Absence

Munemo, Mutaurwa Professor, Chemistry Math and Sciences Division Santiago Canyon College

Oertel, Patricia Assistant Professor, Microbiology Fine and Performing Arts Division Santa Ana College

Orr, Estelle Professor, Art Fine and Performing Arts Division Santa Ana College Effective: Fall 2011 Reason: Banked Leave (15 LHE)

Effective: January 18 – May 20, 2011 Reason: Maternity/Banked Leave

> Effective: January 18, 2011 Reason: Banked Leave (15 LHE)

## FACULTY (CONT'D)

#### <u>Stipends</u>

Bennett, Gary Professor, English Humanities and Social Sciences Division Santa Ana College

Hassel, Elissa Professor, English as a Second Language Humanities and Social Sciences Division Santa Ana College

Jaffray, Shelly Professor, English Humanities and Social Sciences Division Santa Ana College

Lopez-Jaurequi, Leticia Professor, Spanish Humanities and Social Sciences Division Santa Ana College

Patterson, Kathleen Professor, English Humanities and Social Sciences Division Santa Ana College

Robertson, Mario Associate Professor, Anthropology Humanities and Social Sciences Division Santa Ana College

Roe, Maureen Professor, English Library, Arts, Humanities and Social Sciences Division Santiago Canyon College Effective: August 23, 2010 Amount: \$250.00 Reason: Staff Development Faculty Inquire Network Grant

Effective: August 23, 2010 Amount: \$250.00 Reason: Staff Development Faculty Inquire Network Grant

Effective: August 23, 2010 Amount: \$250.00 Reason: Staff Development Faculty Inquire Network Grant

Effective: August 23, 2010 Amount: \$250.00 Reason: Staff Development Faculty Inquire Network Grant

Effective: August 23, 2010 Amount: \$250.00 Reason: Staff Development Faculty Inquire Network Grant

Effective: August 23, 2010 Amount: \$2,000.00 Reason: Staff Development Faculty Inquire Network Grant

Effective: January 18, 2011 Amount: \$1,500.00 Reason: Program Facilitation/English Department Basic Skills Initiative Grant

## HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET December 6, 2010

## FACULTY (CONT'D)

#### Stipends(cont'd)

Williams, Alison Associate Professor, Math Math and Sciences Division Santiago Canyon College

Wood, Sandra Coordinator, Basic Skills Professor, Anthropology/Sociology Humanities and Social Sciences Division Santa Ana College Effective: January 18, 2011 Amount: \$1,000.00 Reason: Program Facilitation/Math, General Basic Skills Initiative Grant

> Effective: August 23, 2010 Amount: \$500.00 Reason: Staff Development Faculty Inquire Network Grant

Cortes, Mabel Instructor, Biology

Part-time/Hourly Hires/Rehires

Science, Math and Health Sciences Division Santa Ana College Coliflores, Vicmar

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

Dildine, Joshua Instructor, Art Fine and Performing Arts Division Santa Ana College

Drew, Tommy (rehire) Instructor, Mathematics Math and Sciences Division Santiago Canyon College

Ernotte, Benedicte Instructor, French Humanities and Social Sciences Division Santa Ana College Effective: January 18, 2011 Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Effective: November 16, 2010 Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Effective: January 18, 2011 Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Effective: November 1, 2010 Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

> Effective: January 18, 2011 Hourly Lecture Rate: II-3 \$54.32

## HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET December 6, 2010

## FACULTY (CONT'D)

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

Glauber, Kristine Instructor, Biology (equivalency) Science, Math and Health Sciences Division Santa Ana College

Goedhart, Christine Instructor, Biology (equivalency) Science, Math and Health Sciences Division Santa Ana College

Jones, Kris Instructor, Geography Humanities and Social Sciences Division Santa Ana College

Matz, Tim Assistant Baseball Coach Exercise Science Division Santa Ana College

Miller, Barbara Instructor, Inmate Education Program HSS/ABE/GED; Citizenship; ESL and Parent Education Continuing Education Division (OEC) Santiago Canyon College

Monahan, Laura Instructor, Reading Humanities and Social Sciences Division Santa Ana College

Olivas, Jude Instructor, Fire Technology (equivalency) Human Services and Technology Division Santa Ana College

Robins, Thomas (rehire) Instructor, Spanish Humanities and Social Sciences Division Santa Ana College Effective: January 18, 2011 Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Effective: January 18, 2011 Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

> Effective: January 18, 2011 Hourly Lecture Rate: II-4 \$57.03

Effective: January 18, 2011 Hourly Lab Rate: I-3 \$43.97 Stipend Spring 2011 Amount: \$4,160.00 Stipend Summer 2011 Amount: \$ 500.00

> Effective: December 2, 2010 Hourly Lecture Rate: II-2 \$41.97

Effective: January 18, 2011 Hourly Lecture Rate: III-3 \$57.03

Effective: November 16, 2010 Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

> Effective: January 18, 2011 Hourly Lecture Rate: II-4 \$57.03

## HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET December 6, 2010

# FACULTY (CONT'D)

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

Shahrestani, Parvin Instructor, Biology (equivalency) Science, Math and Health Sciences Division Santa Ana College

Syed, Erum Instructor, Biology Science, Math and Health Sciences Division Santa Ana College Effective: January 18, 2011 Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Effective: January 18, 2011 Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Non-paid Intern Service

Lopez, Geneva Counseling Intern Extended Opportunities Programs And Services Santa Ana College Effective: February 1 – May 20, 2011 College Affiliation: CS Long Beach

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## HUMAN RESOURCES DOCKET CLASSIFIED DECEMBER 6, 2010

#### CLASSIFIED

<u>New Appointment</u>

Moss, Jonathan Science Lab Coordinator (CL10-0224) Science/ SCC Effective: November 30, 2010 Grade 13, Step 1 \$3845

#### Temporary to Contract

Payan-Hernandez, Martha Business Services Coordinator (CL10-0236) Educ. Services/ District Effective: November 18, 2010 Grade 13, Step 1 \$3845

Change in Position

Vives, Cristina From: Sr. Clerk/ School for Continuing Ed./SAC To: Admin. Clerk/ Fire Academy/ SAC (Reinstate from 39 Month List) Effective: January 5, 2011 Grade 10, Step 6 + 6PG \$4492.00

Leave of Absence

Aguilar, Sandra Administrative Clerk/ School of Continuing Education/SAC Effective: 10/28/10 - 12/17/10Reason: Maternity Leave

Donahoe, Chandra Senior Clerk/ Financial Aid/ SAC Effective: 11/29/10 - 12/12/10Reason: Extend Maternity Leave Effective: 12/13/10 - 01/26/11Reason: FMLA

Ratification of Resignation/Retirement

Nguyen, Steven Custodian/ SAC Effective: November 30, 2010 Reason: Resignation

## **CLASSIFIED HOURLY**

Leave of Absence

Meraz, Norma Admissions Assistant/ School of Continuing Education/ SAC Effective: 11/08/10 – 12/17/10 Reason: Maternity Leave

Ratification of Resignation/Retirement

Smith, Wesley Learning Facilitator/ Student Services/ SAC Effective: November 8, 2010 Reason: Resignation

## **TEMPORARY ASSIGNMENT**

Valeriote, Robert Instructional Assistant/ Math/ SCC Effective: 11/08/10 – 12/10/10 01/24/11 – 05/20/11

Additional Hours for On Going Assignment

Vasquez, Maria Del Pilar Sr. Account Clerk/ Child Dev. Services	Effective: $11/08/10 - 06/30/11$ Not to exceed 19 consecutive days in any given period.
Weiss, Scott Video Technician/ Fine & Performing Arts /SAC	Effective: 11/15/10 -06/30/11 Not to exceed 19 consecutive days in any given period.
Substitute Assignments	
Nguyen, Jimmy Support Services Assistant/ Academic Affairs/ SAC	Effective: 10/30/10 – 06/30/11
Vargas, Jorge Intermediate Clerk/ Student Services/ SAC	Effective: 12/11/10 – 06/30/11

#### **MISCELLANEOUS POSITIONS**

De Morneau, Laura	Effective:	11/04/10 - 06/30/11
Presenter II/ Educ. Services		

Salcido, Denise Presenter III/ Educ. Services Effective: 12/01/10 – 06/30/11

## Instructional Associates/Associate Assistants

**Criminal Justice** Kurimay, Jarrett

Effective: 12/07/10

# COMMUNITY SERVICE PRESENTERS

Stipends Effective September 11 – October 10, 2010

Adams, Stephanie	Amount: \$	58.66
Burns, Brigitte	Amount: \$	21.81
Drew, John	Amount: \$	129.72
Hogue, Tom	Amount: \$	628.00
Jaturapatpor, Sunee	Amount: \$	65.42
Montelone, Sue	Amount: \$	29.33
Moran, Elaine	Amount: \$	131.98

## <u>Stipends Effective October 11 – November 10, 2010</u>

Clary, Ling Ling	Amount: \$ 800.00
Dumon, Dori	Amount: \$ 260.00
Fedko, John	Amount: \$ 67.86
Friebert, Martin	Amount: \$ 825.00
Glicksir, Barbara	Amount: \$1,700.00

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Gorman, Ron	Amount: \$	348.44
Harris, Karen	Amount: \$	455.00
Krusemark, LeeAnne	Amount: \$	88.74
Larsen, JoEllen	Amount: \$	384.89
Mack, Karen	Amount: \$	266.92
Moran, Elaine	Amount: \$	190.01
Munoz, Jayne	Amount: \$	177.00
Nolasco, Jeffrey	Amount: \$	840.00
Potter, John	Amount: \$	720.00
Rivera, Rodrigo	Amount: \$	184.79
Schindelbeck, Judy	Amount: \$	940.00
Thurston, Dawna	Amount: \$	1,275.00
Vallot, Lothar	Amount: \$	126.32

# VOLUNTEER

Amezola, Priscilla Student Driver/ Fine & Performing Arts /SAC	Effective:	12/07/10 - 06/30/11
Salling, Joseph Student Driver/ Fine & Performing Arts /SAC	Effective:	12/07/10 - 06/30/11

#### SANTA ANA COLLEGE STUDENT ASSISTANT LIST

Cabezas, Karina Calderon, Jonathan Campos De Luna, Maria Esther Gonzalez, Sandra N Mauro, Angela Marie Mendoza Jr, Steven Ramos, Loida E Zavala, Andrea Danielle Effective: 11/01/10-06/30/11 Effective: 10/28/10-06/30/11 Effective: 11/15/10-06/30/11 Effective: 11/15/10-06/30/11 Effective: 10/28/10-06/30/11 Effective: 11/08/10-06/30/11 Effective: 11/15/10-06/30/11

#### Santiago Canyon College

STUDENT ASSISTANT NEW HIRE LIST

Ochoa, Luz M. Pinedo, Ana S. Effective: 11/9/10-06/30/11 Effective: 11/8/10-06/30/11

#### Item 4.2

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES DOCKET CLASSIFIED DECEMBER 6, 2010 ADDENDUM

#### CLASSIFIED

Ratification of Retirement/Resignation

Brennan, Mary Human Resources Technician/ District

Gonzalez, Jeanie Intermediate Clerk/ Counseling/ SAC Effective: December 30, 2010 Reason: Retirement

Effective: December 30, 2010 Reason: Retirement

# CLASSIFIED HOURLY

Ratification of Retirement/Resignation

Walker, Trevor Student Services Specialist/ Student Services/ SCC Effective: November 29, 2010 Reason: Resignation

## TEMPORARY

Bogdan, Gloria Administrative Clerk/Administrative Services/SAC	Effective:	01/03/11 - 06/30/11
Darby, Elizabeth Instructional Assistant/Arts, Humanities and Social Sciences/SCC	Effective:	01/24/11 - 05/22/11
Garcia, Patricia Instructional Assistant/Arts, Humanities and Social Sciences/SCC	Effective:	01/18/11 - 05/20/11
Guzik, Scott Instructional Assistant/ Science/ SAC	Effective:	01/24/11 - 05/22/11
Lee, Clement Transfer Center Specialist/Counseling/SCC	Effective:	01/18/11 - 05/27/11

#### ADDENDUM PAGE 2

## **TEMPORARY cont'd**

Nabulsi, Nada Instructional Assistant/ Science/ SAC	Effective: 01/24/11 – 05/22/11
Rodriguez, Ruth Senior Interpreter/ SAC	Effective: 12/13/10 – 12/17/10
Ventura, Gillian Career Technician/ DSPS/SAC	Effective: 01/03/11 – 04/08/11
Vogen, Angela Career Technician/DSPS/Workability/SAC	Effective: 12/07/10 – 06/30/11
<u>Substitute Assignments</u>	
Polychrome, Mary	Effective: $10/11/10 - 06/30/11$

Instructional Assistant/School of Continuing Education/SAC

Wajner, Slawa Instructional Assistant/School of Continuing Education/SAC

#### **MISCELLANEOUS POSITIONS**

Instructional Associate/Associate Assistant Criminal Justice Klappenback, Scott Effective: 10/11/10 - 06/30/11Not to exceed 19 consecutive working days in any given period

Effective: 10/11/10 - 06/30/11Not to exceed 19 consecutive working days in any given period

Effective: 12/07/10

# VOLUNTEER

Ketchum, Emily Non Student/ EOPS/ SAC Effective: 01/07/11 - 06/30/11

Santiago Canyon College STUDENT ASSISTANT NEW HIRE LIST

Knott, Paula

Effective: 11/16/10-06/30/11

#### Human Resources and Educational Services

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Credit Instructional Calendar for 2011 - 20	12
Action:	Request for Approval	

#### BACKGROUND

The administration and the Faculty Association of Rancho Santiago Community College District (FARSCCD) have developed the attached 2011 - 2012 instructional calendar for the college credit program. The calendar is presented to the Board of Trustees each year for approval.

#### ANALYSIS

The proposed calendar continues the 16-week compressed calendar for the fall and spring semesters, but does not include a 4-week winter intersession. The spring semester will begin in January and conclude in May.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the 2011 - 2012 Credit Instructional Calendar.

Fiscal Impact: None

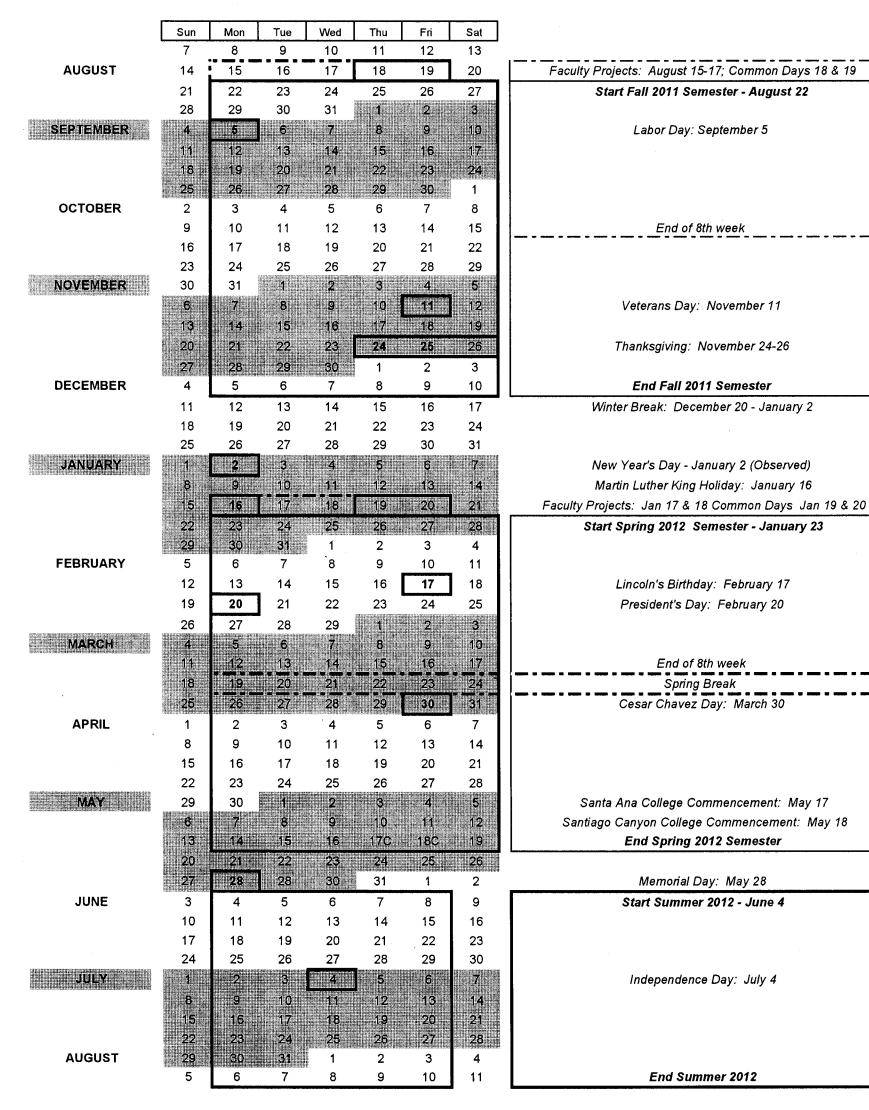
Board Date: December 6, 2010

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. Raúl Rodriguez, Chancellor

# **RSCCD CREDIT INSTRUCTIONAL CALENDAR 2011 - 2012**



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

BOARD MEMBERS (to be approved)

ADVISORY COMMITTEE ON LEGISLATION Sacramento, CA – January 22, 2011

1 Board Member (John Hanna)

<u>COMMUNITY COLLEGE LEAGUE OF CALIFORNIA</u> <u>LEGISLATIVE CONFERENCE</u> Sacramento, California – January 23-24, 2011 (Dr. Chapel) attending this conference at no expense to the district.)

<u>LEGISLATIVE ADVOCACY TRIP</u> Sacramento, California – January 22-24, 2011

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES Washington, D.C. – February 13-16, 2011 4 Board Members (R. David Chapel) (John Hanna) (Larry Labrado) (Mark McLoughlin)

1 Board Member (Lisa Woolery)

2 Board Members (Brian Conley) (Larry Labrado)

## Santa Ana College – School of Continuing Education

To:	Board of Trustees Date: December 6, 2010	)
Re:	Approval and Certification of New Noncredit Courses for Santa Ana College Sch of Continuing Education	iool
Action:	Request for approval	

## BACKGROUND

Santa Ana College School of Continuing Education is committed to meeting the educational and training needs of the communities within the District's service area. In order to be eligible for State apportionment, noncredit courses must meet appropriate criteria, be approved through a local process and be approved by the State Chancellor's Office.

Title 5, \$55002(c) defines a noncredit course as a course which, at a minimum, is recommended by the college and/or district curriculum committee and approved by the district governing board as a course meeting the needs of enrolled students. In addition, Title 5, \$55002(c)(1) states: . . . "In order to be eligible for state apportionment, such courses must be approved by the Chancellor. . . ."

## ANALYSIS

The attached list of new noncredit courses have been reviewed and approved by the college curriculum council as meeting acceptable standards related to subject matter, use of resources, teaching methods, attendance and achievement.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve and certify the attached new noncredit courses for submission to the State Chancellor's Office and be added to Santa Ana College's Noncredit Course Inventory.

Fiscal Impact	None	Board Date: December 6, 2010
Prepared by:	Ed Ripley, Vice President, SAC School of Continuing Education	
Submitted by:	Erlinda J. Martinez, Ed.D., President	, Santa Ana College
Recommended by:	Dr. Raúl Rodriguez, Chancellor, R	SCCD

Santa Ana College School of Continuing Education

New Noncredit Courses Submitted for Board Approval December 6, 2010

Vocational Business 124, Introduction to Keyboarding I

Vocational Business 125, Introduction to Keyboarding II

Vocational Health 896, Paraprofessional Mental Health Worker II

Vocational Health 897, Paraprofessional Mental Health Worker III

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

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Nursing Agreement Amendment – La Amistad Family Health 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 amendment with La Amistad Family Health Center, located in Orange, is to amend the health and orientation requirements for the clinical rotation.

## ANALYSIS

The clinical affiliation agreement amendment covers the scope of health and orientation requirements to be amended. The agreement has been reviewed and approved by college staff. The agreement amendment carries no costs or other financial arrangements and is in effect for the length of the original agreement.

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement with La Amistad Family Health Center.

Fiscal Impact:	None	Board Date: December 6, 2010
Prepared by:	Norman Fujimoto, Vice President of Ac Carol Comeau, Dean of Science, Mathe	
Submitted by:	Erlinda J. Martinez, Ed.D., President, S	anta Ana College
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCC	D

#### AMENDMENT NO. 1 COVERAGE AGREEMENT

This Amendment No.1 to Clinical Training Affiliation Agreement ("Amendment") is made as of December 8, 2010 and shall amend and modify that certain **Clinical Training Affiliation Agreement (Without School Instructor On Hospital Premises)** ("Agreement)" entered into **August 1, 2009** by and between St. Joseph Hospital of Orange ("Hospital") and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School") with reference to the following facts.

#### RECITALS

- I. Whereas the State of California has advised general acute care hospitals establish a process to ensure the hospital can provide evidence of influenza vaccination and/or verification of informed declination for all staff including students, registry and contracted personnel.
- II. Whereas Hospital desires to ensure that appropriate language is inserted into contracts to achieve certainty that all students, registry and contract personnel have been vaccinated or signed an informed declination.

NOW, THEREFORE, in consideration of these recitals, which recitals are hereby incorporated in and made a part of this Agreement, and other valuable consideration, the parties hereto agree as follows:

#### AGREEMENT

1. Section 1.7 Health Clearance is hereby amended to read as follows:

<u>Health Clearance</u>. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed to be effective as of the day and year first above written.

St. Joseph Hospital of Orange, a California non-profit public benefit corporation	Rancho Santiago Community College District on behalf of Santa Ana College	
By: Katie Skelton Name: Title: Vice President of Patient Care Services	By: Name: Peter J. Hardash Title: Vice Chancellor, Business Operations/ Fiscal Services	
"HOSPITAL"	"SCHOOL"	

#### AMENDMENT NO. 1 COVERAGE AGREEMENT

This Amendment No.1 to Clinical Training Affiliation Agreement ("Amendment") is made as of December 8, 2010 and shall amend and modify that certain **Clinical Training Affiliation Agreement (Without School Instructor On Hospital Premises)** ("Agreement)" entered into **August 1, 2009** by and between St. Joseph Hospital of Orange ("Hospital") and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School") with reference to the following facts.

#### RECITALS

- I. Whereas the State of California has advised general acute care hospitals establish a process to ensure the hospital can provide evidence of influenza vaccination and/or verification of informed declination for all staff including students, registry and contracted personnel.
- II. Whereas Hospital desires to ensure that appropriate language is inserted into contracts to achieve certainty that all students, registry and contract personnel have been vaccinated or signed an informed declination.

NOW, THEREFORE, in consideration of these recitals, which recitals are hereby incorporated in and made a part of this Agreement, and other valuable consideration, the parties hereto agree as follows:

#### AGREEMENT

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<u>Health Clearance</u>. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed to be effective as of the day and year first above written.

St. Joseph Hospital of Orange, a California non-profit public benefit corporation	Rancho Santiago Community College District on behalf of Santa Ana College	
By: Katie Skelton Name: Title: Vice President of Patient Care Services	By: Name: Peter J. Hardash Title: Vice Chancellor, Business Operations/ Fiscal Services	
"HOSPITAL"	"SCHOOL"	

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

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Nursing Agreement Amendment – St. Joseph Hospital of Orange, 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 amendment with St. Joseph Hospital of Orange, located in Orange, is to amend the health and orientation requirements for the clinical rotation.

## ANALYSIS

The clinical affiliation agreement amendment covers the scope of health and orientation requirements to be amended. The agreement has been reviewed and approved by college staff. The agreement amendment carries no costs or other financial arrangements and is in effect for the length of the original agreement.

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement with St. Joseph Hospital of Orange.

Fiscal Impact:	None	Board Date: December 6, 2010
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, S	anta Ana College
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCC	D

#### AMENDMENT NO. 1 COVERAGE AGREEMENT

This Amendment No.1 to Clinical Training Affiliation Agreement ("Amendment") is made as of December 8, 2010 and shall amend and modify that certain **Clinical Training Affiliation Agreement (Without School Instructor On Hospital Premises**) ("Agreement)" entered into **July 1, 2009** by and between St. Joseph Hospital of Orange ("Hospital") and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School") with reference to the following facts.

## RECITALS

- I. Whereas the State of California has advised general acute care hospitals establish a process to ensure the hospital can provide evidence of influenza vaccination and/or verification of informed declination for all staff including students, registry and contracted personnel.
- II. Whereas Hospital desires to ensure that appropriate language is inserted into contracts to achieve certainty that all students, registry and contract personnel have been vaccinated or signed an informed declination.

NOW, THEREFORE, in consideration of these recitals, which recitals are hereby incorporated in and made a part of this Agreement, and other valuable consideration, the parties hereto agree as follows:

#### AGREEMENT

1. Section 1.7 Health Clearance is hereby amended to read as follows:

<u>Health Clearance</u>. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed to be effective as of the day and year first above written.

St. Joseph Hospital of Orange, a California non-profit public benefit corporation	Rancho Santiago Community College District on behalf of Santa Ana College	
By: Katie Skelton Name:	By: Name: Peter J. Hardash	
Title: Vice President of Patient Care Services	Title: Vice Chancellor, Business Operations/ Fiscal Services	
"HOSPITAL"	"SCHOOL"	

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

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Nursing Agreement Amendment – St. Joseph Hospital of Orange, 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 amendment with St. Joseph Hospital of Orange, located in Orange, is to amend the health and orientation requirements for the clinical rotation.

## ANALYSIS

The clinical affiliation agreement amendment covers the scope of health and orientation requirements to be amended. The agreement has been reviewed and approved by college staff. The agreement amendment carries no costs or other financial arrangements and is in effect for the length of the original agreement.

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement with St. Joseph Hospital of Orange.

Fiscal Impact:	None	Board Date: December 6, 2010
Prepared by:	Norman Fujimoto, Vice President of Ac Carol Comeau, Dean of Science, Mathe	
Submitted by:	Erlinda J. Martinez, Ed.D., President, S	anta Ana College
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCC	D

#### AMENDMENT NO. 1 COVERAGE AGREEMENT

This Amendment No.1 to Clinical Training Affiliation Agreement ("Amendment") is made as of December 8, 2010 and shall amend and modify that certain **Clinical Training Affiliation Agreement (With School Instructor On Hospital Premises)** ("Agreement)" entered into **July 1**, **2009** by and between St. Joseph Hospital of Orange ("Hospital") and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School") with reference to the following facts.

#### RECITALS

- I. Whereas the State of California has advised general acute care hospitals establish a process to ensure the hospital can provide evidence of influenza vaccination and/or verification of informed declination for all staff including students, registry and contracted personnel.
- II. Whereas Hospital desires to ensure that appropriate language is inserted into contracts to achieve certainty that all students, registry and contract personnel have been vaccinated or signed an informed declination.

NOW, THEREFORE, in consideration of these recitals, which recitals are hereby incorporated in and made a part of this Agreement, and other valuable consideration, the parties hereto agree as follows:

#### AGREEMENT

1. Section 1.7 Health Clearance is hereby amended to read as follows:

<u>Health Clearance</u>. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed to be effective as of the day and year first above written.

St. Joseph Hospital of Orange, a California non-profit public benefit corporation	Rancho Santiago Community College District on behalf of Santa Ana College
By: Katie Skelton Name:	By: Name: Peter J. Hardash
Title: Vice President of Patient Care Services	Title: Vice Chancellor, Business Operations/ Fiscal Services
"HOSPITAL"	"SCHOOL"

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

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Nursing Agreement Amendment – On-site Associate Degree Nursing Program with St. Joseph Hospital of Orange	
Action:	Request for Approval	

## BACKGROUND

The proposed agreement amendment with the On-site Associate Degree Nursing Program with St. Joseph Hospital of Orange, located in Orange, is to amend the health and orientation requirements for the program.

## ANALYSIS

The agreement amendment covers the scope of health and orientation requirements to be amended. The agreement has been reviewed and approved by college staff. The agreement amendment carries no costs or other financial arrangements and is in effect for the length of the original agreement.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement with Onsite Associate Degree Nursing Program with St. Joseph Hospital of Orange.

Fiscal Impact:	None	Board Date: December 6, 2010
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:	Dr. Raúl Rodriguez, Chancellor, RSCC	D

#### AMENDMENT NO. 1 COVERAGE AGREEMENT

This Amendment No.1 to Clinical Training Affiliation Agreement ("Amendment") is made as of December 8, 2010 and shall amend and modify that certain **Hospital On-Site Associate Degree Nursing Program Agreement** ("Agreement)" entered into **July 1, 2010** by and between St. Joseph Hospital of Orange ("Hospital") and **Rancho Santiago Community College District** ("School") with reference to the following facts.

#### RECITALS

- I. Whereas the State of California has advised general acute care hospitals establish a process to ensure the hospital can provide evidence of influenza vaccination and/or verification of informed declination for all staff including students, registry and contracted personnel.
- II. Whereas Hospital desires to ensure that appropriate language is inserted into contracts to achieve certainty that all students, registry and contract personnel have been vaccinated or signed an informed declination.

NOW, THEREFORE, in consideration of these recitals, which recitals are hereby incorporated in and made a part of this Agreement, and other valuable consideration, the parties hereto agree as follows:

#### AGREEMENT

1. Section 1.7 Health Clearance is hereby amended to read as follows:

<u>Health Clearance</u>. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed to be effective as of the day and year first above written.

St. Joseph Hospital of Orange, a California non-profit public benefit corporation	Rancho Santiago Community College District	
By: Katie Skelton Name: Title: Vice President of Patient Care Services	By: Name: Peter J. Hardash Title: Vice Chancellor, Business Operations/ Fiscal Services	
"HOSPITAL"	"SCHOOL"	

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

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Agreement Amendment – Western Medical Center Santa Ana	
Action:	Request for Approval	

## BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement amendment with Western Medical Center Santa Ana, located in Santa Ana, is to include the Speech Language Pathology Assistant program.

## **ANALYSIS**

The clinical affiliation agreement amendment covers the addition of the Speech Language Pathology Assistant program to the existing Nursing, Health Sciences, Occupational Therapy, and Pharmacy Technicians programs in the original agreement. The agreement amendment has been reviewed and approved by college staff. The agreement amendment carries no costs or other financial arrangements and is in effect for the length of the original affiliation agreement.

#### **RECOMMENDATION**

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

Fiscal Impact:	None	Board Date: December 6, 2010
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:	Dr. Raúl Rodriguez, Chancellor, RSC	CD

#### AMENDMENT TO AFFILIATION AGREEMENT

This Amendment to Affiliation Agreement ("Amendment") is made and entered into this 8th day of December 2010, by and between WMC-SA, Inc., a California corporation, doing business as Western Medical Center Santa Ana ("Hospital") and Rancho Santiago Community College District, on behalf of Santa Ana College ("District").

## **RECITALS**:

A. Hospital and District are parties to that certain Affiliation Agreement for Nursing, Health Sciences, Occupational Therapy, and Pharmacy Technician students dated October 1, 2010. ("Agreement");

B. Hospital and District desire to amend the Agreement subject to and in accordance with the covenants, terms and conditions set forth in this Amendment; and

C. Hospital and District desire to enter into this Amendment to provide a clear and comprehensive statement of their respective rights, duties and obligations with respect to the subject matter hereof.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the Agreement is hereby amended to add *Speech Language Pathology Assistant (SLPA)* students as follows:

- 1. <u>RECITALS</u>: District offers to enrolled students a degree program in the fields of Nursing, Health Sciences, Occupational Therapy, Pharmacy Technicians, and Speech Language Pathology Assistant (SLPA) students.
- 2. <u>Conflicts</u>. Whenever the terms or conditions of the Agreement and this Amendment are in conflict, the terms of this Amendment shall control.
- 3. <u>Modifications</u>. Except as specifically modified by the terms of this Amendment, all of the covenants, terms and conditions of the Agreement shall remain in full force and effect.
- 4. <u>Counterparts</u>. This amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

1

**IN WITNESS WHEREOF**, the parties have executed this Amendment effective as of the day and year first above written.

#### "HOSPITAL"

# WMC-SA, INC., A CALIFORNIA CORPORATION, D/B/A WESTERN MEDICAL CENTER SANTA ANA

Dan Brothman Chief Executive Officer Date: \_\_\_\_\_

## "DISTRICT" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ON BEHALF OF SANTA ANA COLLEGE

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

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

To:	Board of Trustees	Date: December 06, 2010
Re:	Approval of Amendment to Existing OTA Agreement – Torrance Memorial Medical Center	
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.

#### ANALYSIS

This clinical affiliation agreement amendment covers the HIPPA Business Associate Agreement. This amendment shall be added to the recently passed agreement and be effective for the remainder of the three (3) years or until termination by written notice of either party. The amendment 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 amendment to the agreement with Torrance Memorial Medical Center in Torrance, California.

Fiscal Impact:	None	Board Date: December 06, 2010
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President,	Santa Ana College
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSC	CCD

TORRANCE MEMORIAL

MEDICAL CENTER

As of February 17, 2010, Torrance Memorial Medical Center is required by the Health Information Technology for Economic and Clinical Health Act (HITECH ACT) of the American Recovery and Reinvestment Act of 2009 (Pub. L 111-5) to revise our Business Associate Addendum Agreements.

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), we are required to execute a Business Associate Addendum with organizations that perform functions, which may involve the use or disclosure of Protected Health Information, on our behalf.

The revised Business Associate Addendum is related to the privacy and security of patient's Protected Health Information (PHI). These requirements appear in HIPAA's Administrative Simplification Regulations under the Privacy and Security Rule, which is very specific about the situations, which, the Business Associate may use or disclose PHI. And under the HITECT Act, which includes breach reporting requirements, application of Civil and Criminal Penalties for violations and compliance with the HIPAA Security regulations.

We are enclosing our revised HIPAA Business Associate Addendum for your signature. Please review and sign (page 9) both copies of the Addendum. Return one copy and retain one copy for your records. The Business Associate Addendum will serve as an "addendum" to any contracts or other documents reflecting a service agreement with Torrance Memorial Medical Center.

In addition to the Business Associate Addendum, please consider the following within your current contract or service agreement with Torrance Memorial Medical Center:

**Insurance.** If there is an insurance provision in the Contract, consider whether it is adequate to address risk associated with Associate's use and disclosure of Protected Health Information under the Business Associate Addendum

**Indemnification**. If there is an indemnification provision in the Contract, consider whether it is sufficient to address potential liabilities from breach of the terms of the attached Business Associate Addendum.

If you have any questions, please feel free to contact me.

Thank you for your attention to these new requirements.

Sincerely,

Mary Goodloe HIPAA Compliance Manager Torrance Memorial Medical Center 3330 Lomita Blvd. Torrance, California 90505 (310) 325-9110 ext. 2069 mary.goodloe@tmmc.com

RE: Rancho Santiago Community College District

# HIPAA BUSINESS ASSOCIATE ADDENDUM D

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between Torrance Memorial Medical Center (TORRANCE MEMORIAL) and **Vendor Name here** ("Associate"), and is effective as of the compliance date of the Privacy Rule (defined below) (the "Addendum Effective Date").

# **RECITALS:**

- A. TORRANCE MEMORIAL wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. TORRANCE MEMORIAL and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) requires Torrance Memorial to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

# 1. **Definitions.**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 45 CFR Section 160.103 and 42 U.S.C. Section 17938
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
- f. *Electronic Health Record* shall have the meaning given to such term in the HITECH Act, including but limited to, 42 U.S.C. Section 17921.
- g. *Health Care Operations* shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
- h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164.
- i. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. [45 CFR §§ 160.103 and 164.501]. Protected Health Information includes Electronic Protected Health Information [45 CFR Section 160.103,164.501]
- j. **Protected Information** shall mean PHI provided by TORRANCE MEMORIAL to Associate or created or received by Associate on TORRANCE MEMORIAL's behalf.
- k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A and C.
- 1. **Unsecured PHI** shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

# 2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Contract and as permitted under the Contract and this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by TORRANCE MEMORIAL, except that Associate may use Protected Information (i) for the proper management and administration of Associate, (ii) to carry out the legal responsibilities of Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of TORRANCE MEMORIAL. [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)]

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- b. Permitted Disclosures. Associate shall not disclose Protected Information except for the purpose of performing Associate's obligations under the Contract and as permitted under the Contract and this Addendum, or in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if disclosed by TORRANCE MEMORIAL, except that Associate may disclose Protected Information (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of TORRANCE MEMORIAL. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]
- c. Prohibited Uses and Disclosures. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of TORRANCE MEMORIAL and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by TORRANCE MEMORIAL to Associate for services provided pursuant to the Contract.
- d. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by this Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 CFR Sections 164.308, 164.310 and 164.312. [45 CFR § 164.504(e)(2)(ii)(B); 45 CFR Section 164.308(b)]. Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Privacy and Security Rule, including, but not limited to, 45 CFR Section 164.316. [42 U.S.C. Section 17931]. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

- e. **Reporting of Improper Access, Use or Disclosure.** Associate shall report to TORRANCE MEMORIAL *in writing* of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case *later than 10 calendar days* after discovery [42 U.S.C Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].
- f. **Business Associate's Agents.** Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 CFR Section 164.504(e)(2)(ii)(D); 45 CFR Section 164.308(b)]. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 CFR Sections 164.530(f) and 164.530(e)(1)).
- g. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to TORRANCE MEMORIAL for inspection and copying within ten (10) days of a written request by TORRANCE MEMORIAL to enable TORRANCE MEMORIAL to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524. [45 CFR § 164.504(e)(2)(ii)(E)]. If Associate maintains an Electronic Health Record, Associate shall provide such information in electronic format to enable TORRANCE MEMORIAL to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C Section 17935(e).
- h. Amendment of PHI. Within ten (10) days of receipt of a written request from TORRANCE MEMORIAL for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to TORRANCE MEMORIAL for amendment and incorporate any such amendment to enable TORRANCE MEMORIAL to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, associates must notify TORRANCE MEMORIAL in writing within ten (10) days of the request. Any approval or denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of TORRANCE MEMORIAL. [45 CFR § 164.504(e)(2)(ii)(F)]

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## Business Associate Addendum D RE: Rancho Santiago Community College District

- i. Accounting Rights. Within ten (10) days of notice by TORRANCE MEMORIAL of a request for an accounting of disclosures of Protected Information, [Promptly upon any disclosure of Protected Information for which TORRANCE MEMORIAL is required to account to an individual Associate and its agents or subcontractors shall make available to TORRANCE MEMORIAL the information required to provide an accounting of disclosures to enable TORRANCE MEMORIAL to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by TORRANCE MEMORIAL. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only (3) years prior to the request, and only to the extent that the Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of a request forward it to TORRANCE MEMORIAL in writing. It shall be TORRANCE MEMORIAL's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum. [45 CFR §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
- j. **Governmental Access to Records.** Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to *TORRANCE MEMORIAL and to* the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate's compliance with the Privacy Rule. [45 CFR § 164.504(e)(2)(ii)(H)] Associate shall provide to TORRANCE MEMORIAL a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- k. Minimum Necessary. Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); [45 CFR § 164.514(d)(3)]. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary".
- 1. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach**. During the term of this Addendum, Associate shall notify TORRANCE MEMORIAL within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the Associate knows of a pattern of activity or practice of TORRANCE MEMORIAL that constitutes a material breach or violation of TORRANCE MEMORIAL obligations under the Contract or Addendum or other arrangement, the Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, TORRANCE MEMORIAL must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. Associate shall provide written notice to TORRANCE MEMORIAL of any pattern of activity or practice of TORRANCE MEMORIAL that Associate believes constitutes a material breach or violation of TORRANCE MEMORIAL's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with TORRANCE MEMORIAL to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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# Business Associate Addendum D RE: Rancho Santiago Community College District

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by TORRANCE MEMORIAL, Associate and its agents or subcontractors shall allow TORRANCE MEMORIAL to conduct a reasonable inspection of the facilities. systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that (i) Associate and TORRANCE MEMORIAL shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) TORRANCE MEMORIAL shall protect the confidentiality of all confidential and proprietary information of Associate to which TORRANCE MEMORIAL has access during the course of such inspection; and (iii) TORRANCE MEMORIAL shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that TORRANCE MEMORIAL inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does TORRANCE MEMORIAL's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of TORRANCE MEMORIAL's enforcement rights under this Addendum, Associate shall notify TORRANCE MEMORIAL within ten (10) days of learning that Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

# 3. Termination.

- a. **Material Breach**. A breach by Associate of [*any*/any material] provision of this Addendum, as determined by TORRANCE MEMORIAL, shall constitute a material breach of the Contract and shall provide grounds for *immediate* termination of the Contract by TORRANCE MEMORIAL pursuant to Section [*termination for breach section*] of the Contract. [45 CFR § 164.504(e)(2)(iii)]
- b. Judicial or Administrative Proceedings. TORRANCE MEMORIAL may terminate this Addendum, effective immediately, if (i) Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HTECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

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- c. Effect of Termination. Upon termination of this Addendum for any reason, Associate shall, at the option of TORRANCE MEMORIAL, return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by TORRANCE MEMORIAL, Associate shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(ii)(2)(I)] *If TORRANCE MEMORIAL elects destruction of the PHI, Associate shall certify in writing to TORRANCE MEMORIAL that such PHI has been destroyed.*
- **4.** *Indemnification* If there is an indemnification provision in the Contract, consider whether it is sufficient to address potential liabilities arising from breach of the terms of the Business Associate Addendum.
- **5.** Limitation of Liability TORRANCE MEMORIAL may wish to seek an exception to any limitation of liability provision for the benefit of the Associate with regard to damages related to a breach of the Associate's privacy or security obligations under the Contract or Business Associate Addendum.
- **6. Disclaimer**. TORRANCE MEMORIAL makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
- 7. Certification. To the extent that TORRANCE MEMORIAL determines that such examination is necessary to comply with TORRANCE MEMORIAL's legal obligations pursuant to HIPAA relating to certification of its security practices, TORRANCE MEMORIAL or its authorized agents or contractors, may, at TORRANCE MEMORIAL's expense, make a reasonable examination of Associate's facilities, systems, procedures and records related to Protected Health Information as may be necessary for such agents or contractors to certify to TORRANCE MEMORIAL the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum, but only as of the date such requirement is mandated by law.

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### Business Associate Addendum D RE: Rancho Santiago Community College District

# 8. Amendment.

- a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to negotiate in good faith such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule and other applicable laws relating to the security or confidentiality of PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations within a reasonable period of time concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. TORRANCE MEMORIAL may terminate this Addendum upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations within a reasonable period of time, to amend this Addendum when requested by TORRANCE MEMORIAL pursuant to this Section or (ii) Associate does not enter into an amendment to this Addendum providing assurances regarding the safeguarding of PHI that TORRANCE MEMORIAL, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.
- b. **Amendment of Attachment A**. Attachment A may be modified or amended by mutual agreement of the parties at any time without amendment of this Addendum.
- **9.** Assistance in Litigation or Administrative Proceedings. Associate shall make itself and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Addendum, available to TORRANCE MEMORIAL, at no cost to TORRANCE MEMORIAL, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against TORRANCE MEMORIAL, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.
- **10. No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than TORRANCE MEMORIAL, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- **11. Effect on Contract.** With respect to the subject matter herein, except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.



**12. Interpretation**. With respect to the subject matter herein, the provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.

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

Torrance Memorial Medical Center	Rancho Santiago Community College District		
Ву:	Ву:		
Print Name: Mary Goodloe	Print Name: Peter J. Hardash		
Title: HIPAA Compliance Manager	Title: Vice Chancellor		
	Business Operations & Fiscal Services		
Date:	Date:		
Phone Number: 310-325-9110 ext. 2069	Phone Number: (714) 480-7340		
Email Address: mary.goodloe@tmmc.com	Email Address: hardash_peter@rsccd.edu		

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

# Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: December 06, 2010
Re:	Approval of New OTA Agreement – BIG FUN Therapy	
Action:	Request for Approval	

### BACKGROUND

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

### ANALYSIS

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

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement with BIG FUN Therapy in Culver City, California.

Fiscal Impact:	None Board Date: December 06, 2010	
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs	
	Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD	

# A G R E E M E N T

# Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into the <u>7th day of December 2010</u> by and between **BIG FUN Therapy** hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

# PART I. BASIS AND PURPOSE OF AGREEMENT

# WITNESSETH:

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

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

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

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

**<u>NOW, THEREFORE</u>**, the District and Agency do covenant and agree as follows:

# PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

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

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

# PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

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

- 4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.
- 5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
- 6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
- 7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.
- B. For Services and Facilities
  - 1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
  - 2. The Agency will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the agency.
    - a. Parking areas.
    - b. Locker, storage and dressing facilities.
    - c. Same food services as are available for Agency staff.
    - d. First aid treatment with written consent required for minors.
    - e. Access to sources of information for education purposes such as:
      - 1. Patient's chart.
      - 2. Procedure guides policy manuals.
      - 3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
      - 4. Books and periodicals in the Medical library.
- C. For the Control of District Personnel
  - 1. The Agency may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Agency and the District.

# PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

# A. For publications

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

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

# C. Indemnification

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

# PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

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

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

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

District: Rancho Santiago Community College District Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706 **Agency: BIG FUN Therapy** 

**BIG FUN Therapy** 

3710 S. Robertson Blvd., #225 Culver City, CA 90232

Peter J. Hardash Vice Chancellor Business Operations & Fiscal Services Gene Hurwin Owner/Director

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

Date:

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

# Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: December 06, 2010
Re:	Approval of Criminal Justice Academies Agreeme	nt Renewal: County of Orange
Action:	Request for Approval	

# BACKGROUND

Presently we have agreements with the County of Orange to support contract training for the Orange County Sheriff's Department, the Coroner's Office and the Orange County Probation Department. We have had this partnership for thirty-eight (38) years now. This is a renewal agreement

# ANALYSIS

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This renewal agreement has been reviewed by Dean Bart Hoffman and college staff. This agreement carries \$110,000 costs annually or other financial arrangements.

# **RECOMMENDATION**

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

Fiscal Impact:	\$110,00 annually	Board Date: December 06, 2010
Prepared by:	Norman Fujimoto, Vice President	of Academic Affairs
	Bart Hoffman, Interim Dean of Hu	man Services & Technology
Submitted by:	Erlinda J. Martinez, Ed.D., Preside	ent, Santa Ana College
Recommended by:	Dr. Raúl Rodriguez, Chancellor, R	SCCD

#### FIVE-YEAR AGREEMENT MA-060-11010909

### **BETWEEN THE**

### COUNTY OF ORANGE

#### AND THE

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT, hereinafter referred to as "Agreement", is entered into the First day of January 2011, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

#### WITNESSETH:

WHEREAS, COUNTY presently conducts training programs for law enforcement personnel through the Sheriff-Coroner Department, hereinafter referred to as "SHERIFF;"

WHEREAS, the training is held at various locations including but not limited to: SHERIFF's Training Academy, located at Santa Ana College's facilities, 15991 Armstrong Avenue, Tustin, California; and at the Orange County Peace Officers' Training Facility, 1900 West Katella Avenue, Orange, California;

WHEREAS, DISTRICT has cooperated with COUNTY for a number of years in the training programs;

WHEREAS, there is mutual benefit to COUNTY and DISTRICT in continuing their relationship in providing the training programs, which includes permitting the attendance of students who have not been hired or sponsored by public police agencies;

WHEREAS, DISTRICT may obtain funds from the State of California for students attending such programs thus reducing the cost to COUNTY because of services and equipment provided by DISTRICT; and

WHEREAS, COUNTY is authorized to engage in such programs, pursuant to Government Code Section 26227.

1

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Contractor Initial: Contract #: MA-060-11010909

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### A. TERM:

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The term of this Agreement shall be for five (5) years, commencing January 1, 2011 and terminating December 31, 2015, unless earlier terminated by either party in the manner set forth herein.

### **B. OPTIONAL TERMINATION:**

COUNTY or DISTRICT may terminate this Agreement, without cause, upon one hundred and eighty (180) days written notice to the other party.

### C. SERVICES BY COUNTY:

COUNTY, through its SHERIFF and deputies, officers and employees, shall render to DISTRICT, space and services for training programs as follows:

### 1. Facilities

COUNTY shall permit non-exclusive use of the buildings and facilities located at 1900 West Katella Avenue, Orange, California 92867; including, but not limited to, necessary classroom and related office facilities. COUNTY shall maintain these facilities.

#### 2. Supervisory and Clerical Support

SHERIFF shall provide adminstrative supervision, training staff, and clerical services necessary for operation of the training programs.

#### 3. <u>Course Scheduling</u>

SHERIFF shall report training programs to the DISTRICT in a timely manner so the DISTRICT can meet required filing deadlines.

SHERIFF and DISTRICT agree to consult and cooperate regarding any changes in curriculum, hours, units of credit, or other course changes, but the decision of DISTRICT as to all academic matters, and compliance with educational requirements imposed by law shall be final.

#### 4. <u>Course Outlines</u>

SHERIFF shall permit DISTRICT to have access to its existing current course outlines and 'State Peace Officers Standards and Training (POST) approved course outlines.

5. Instructors

Instructors who teach courses within the scope of this Agreement shall be selected by SHERIFF'S Training Division, subject to the advice and approval of DISTRICT, by its liaison representative and by its Board and Trustees.

Each instructor shall prepare and submit to the SHERIFF and the DISTRICT, an

File folder: 582980	3	Contractor Initial:	
Rancho Santiago Community College District		Contract #: MA-060-11010909	~ .

instructional outline of the course to be taught. DISTRICT shall be permitted to review examinations used for the awarding of grades, and to supervise the grading process.

Most instructors shall be employees of SHERIFF or other law enforcement agencies. These instructors shall, if they are working an assigned shift for their employing agency during their hours of instruction, be paid by that agency as part of their normal compensation and no additional compensation shall be paid to such employee for such instruction. DISTRICT shall pay all instructors of DISTRICT approved courses for instructional time, when said instructors are not being paid by another employing agency. Such instructors shall certify in writing that they are not otherwise being paid for the instructional time.

SHERIFF'S Training Division instructors shall provide DISTRICT representatives with all information regarding enrollment, attendance, and instructor records necessary to meet DISTRICT'S course credit requirements.

#### **D. SERVICES BY DISTRICT:**

DISTRICT shall render to SHERIFF, training program space, services and supplies as follows:

1. Facilities

DISTRICT shall permit exclusive and non-exclusive use of agreed upon buildings and facility space located at 15991 Armstrong, Tustin, California 92782; but not limited to, necessary classroom and related office facilities. DISTRICT shall maintain these facilities.

2. <u>Course Outlines</u>

DISTRICT shall provide current course outlines for each course making up the training programs, and shall take steps to keep its college catalogue current with regard thereto.

3. Scheduling

DISTRICT shall schedule all portions of the training programs which have been approved by SHERIFF to be part of the course offered by DISTRICT, and which have also been approved by DISTRICT'S curriculum council and its Board of Trustees, and which have been published in the current college catalogue.

4. Clerical Support

Upon request of SHERIFF, DISTRICT agrees to provide clerical assistance as available, and as reasonably required by the training programs.

#### 5. DISTRICT'S Income and Indirect Costs

DISTRICT shall use a portion of the income received by DISTRICT from the State, Full Time Equivalence Student (FTES) funding, to provide SHERIFF'S training programs with the following:

- a. Supplies
- b. Personnel
- c. Instructional equipment/services
- d. Communication/audio-visual equipment and service

File folder: 582980 Rancho Santiago Community College District 4

- e. Consultants
- f. Contract services
- g. Instructional cost per associates/assistants
- h. Rental and/or repair of equipment
- i. Lease of facilities
- j. Other costs as agreed upon by DISTRICT and SHERIFF
- k. Building Operational Costs
- I. Use of the Facility

#### 6. Payment of Instructors

DISTRICT shall pay those instructors referenced in Subsection C-5 of this Agreement, entitled thereto, at the then current rate of pay of DISTRICT'S instructional associates and/or instructional associate assistants (as defined by DISTRICT'S Classified Salary Schedule, or part-time instructors (as defined by DISTRICT'S provisions governing the Certificated Salary Schedule), except for laboratory field assignments for which the rate of pay shall be the current rate, as stated in the applicable DISTRICT'S Certificated Salary Schedule. Instructors shall be required to submit attendance information to DISTRICT'S representative on a schedule determined by DISTRICT.

#### 7. **DISTRICT'S Representatives**

DISTRICT shall appoint representatives who shall have authority to represent DISTRICT in all matters relating to this Agreement. These representatives shall be employees of DISTRICT, whose duties shall also include supervision of instruction of all applicable courses. The representatives shall be the "instructors of Record" for all courses pursuant to this Agreement for which college units of credit are awarded.

DISTRICT'S representatives shall coordinate enrollment for all courses offered pursuant to this Agreement, payroll and attendance recording. DISTRICT'S representatives shall provide academic counseling for students and inform them of DISTRICT services available to them.

#### 8. <u>Student Benefits</u>

All students enrolled in courses pursuant to this Agreement shall enjoy all rights and privileges, which are held by other DISTRICT students. Including, but not limited to: special instruction, use of the library and learning center, counseling, student body activities, and veterans' benefits.

#### 9. Reimbursement for Clerical Support

DISTRICT agrees to reimburse COUNTY for the cost of one (1) information Processing Technician and one (1) SHERIFF Facilities Maintenance Specialist I, from its State Full Time Equivalence Student (FTES) funding revenue, in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000.00) annually. The Information Processing Technician and SHERIFF Facilities Maintenance Specialist I are to be employed by SHERIFF, as support for DISTRICT and required work with SHERIFF'S Training Division.

Annually, by April 30<sup>th</sup> SHERIFF shall notify DISTRICT in writing of the cost of the Information Processing Technician and the SHERIFF Facilities Maintenance Specialist I for the next fiscal year.

DISTRICT shall pay SHERIFF for the cost of the positions in four (4) equal installments. The installments shall be paid to SHERIFF by October 15, January 15, April 15 and June 30 of each year.

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DISTRICT may terminate funding of these positions should the FTES fall below 350 units in a single fiscal year. If this occurs, DISTRICT will notify SHERIFF in writing one hundred eighty (180) days in advance of this action.

#### E. FEES:

DISTRICT shall not charge COUNTY a fee arising out of this Agreement unless mandated by law. Notification to SHERIFF in writing of such fees (i.e., enrollemnt fee) will be immediate upon DISTRICT'S notification from the California Community College Chancellor's Office.

In consideration of the support provided pursuant to Subsection D-5, COUNTY will waive fees for the training of non-sponsored attendees other than Orange County law enforcement employees who are designated by their department heads to attend SHERIFF'S Training Academy.

#### F. OPEN ENROLLMENT:

DISTRICT AND COUNTY shall abide with the provisions stated in penal Code Section 832.3, and Education Code Section 84500.

#### G. NOTICES:

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

DISTRICT: Rancho Santiago Community College District 2323 North Broadway Santa Ana, CA 92706-1640 Attention: Peter Hardash PH: (714) 480-7340 FX: (714) 796-3935

COUNTY: Sheriff-Coroner Department 1900 West Katella Avenue Orange, CA 92667 Attention: Training Division Captain

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

#### H. STATUS OF COUNTY AND DISTRICT:

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

DISTRICT is and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and DISTRICT or any of DISTRICT'S agents or employees. DISTRICT,

6

its agents and employees, shall not be entitled to any rights or privileges of COUNTY employees, and they shall not be considered in any manner to be COUNTY employees.

#### I. ALTERATION OF TERMS:

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

### J. INDEMNIFICATION:

COUNTY, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of DISTRICT or any of its officers or employees.

DISTRICT shall indemnify, defend with counsel approved by COUNTY, and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or asserted upon any act or omission of DISTRICT, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and DISTRICT shall defend, with counsel approved by COUNTY, at DISTRICT'S expense including attorney fees, COUNTY, its officers, agents employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omission.

COUNTY shall indemnify, defend with counsel approved by DISTRICT, and hold DISTRICT, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, subcontractors and independent contractors related to this Agreement for property damage, bodily injury or death, or any other element of damage of any kind or nature, and COUNTY shall defend, with counsel approved by DISTRICT, at COUNTY'S expense including attorney fees, DISTRICT its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

|| || || || **IN WITNESS WHEREOF,** the parties have executed this Agreement **MA-060-11010909** in the County of Orange, State of California.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BY:

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

DATE:\_\_\_\_\_

COUNTY OF ORANGE, a political subdivision of the State of California

BY:

Chairman of the Board of Supervisors

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535 Attest:

Darlene J. Bloom Clerk of the Board of Supervisors Orange County, California

Approved as to Form Office of the County Counsel Orange County, California

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

Deputy

DATED:\_\_\_\_\_

|| || || ||

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

# Santa Ana College – Human Services and Technology Division

To:	Board of Trustees Dat	e: December 06, 2010
Re:	Approval of New OTA Agreement – Ventura County Office	of Education
Action:	Request for Approval	

### BACKGROUND

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

### ANALYSIS

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

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement with Ventura County Office of Education in Ventura, California.

Fiscal Impact:	None Board Date: December 06, 2010
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs
	Bart Hoffman, Dean of Human Services & Technology
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD

# AGREEMENT

### Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into the <u>6th day of December, 2010</u>, by and between the **Ventura County Office of Education**, 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.

**<u>NOW, THEREFORE</u>**, the District and Agency do covenant and agree as follows:

### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

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

4. For Student Workmen's Compensation The District shall carry Workmen's Compensation

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

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

# PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

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

- 4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.
- 5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
- 6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
- 7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.
- B. For Services and Facilities
  - 1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
  - 2. The Agency will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the agency.
    - a. Parking areas.
    - b. Locker, storage and dressing facilities.
    - c. Same food services as are available for Agency staff.
    - d. First aid treatment with written consent required for minors.
    - e. Access to sources of information for education purposes such as:
      - 1. Patient's chart.
      - 2. Procedure guides policy manuals.
      - 3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
      - 4. Books and periodicals in the Medical library.
- C. For the Control of District Personnel
  - 1. The Agency may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Agency and the District.

# PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

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

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

C. Indemnification

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

# PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

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

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

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

District: Rancho Santiago Community College District Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706 Agency: Ventura County Office of Education Ventura County Office of Education

5189 Verdugo Way Camarillo, CA 93012

Peter J. Hardash Vice Chancellor Business Operations & Fiscal Services Tom Etchart Director Internal Business Services

Date:	

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

### Rancho Santiago Comm Coll District

### Board Meeting of 12/06/10 Check Registers Submitted for Approval Checks Written for Period 11/06/10 thru 11/26/10

AP0020

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48993	General Fund Unrestricted	22,774.00	0.00	22,774.00	92*0260848	92*0260876
8994	General Fund Unrestricted	37,605.00	0.00	37,605.00	92*0260877	92*0260904
18995	General Fund Unrestricted	34,783.00	0.00	34,783.00	92*0260905	92*0260932
8996	General Fund Unrestricted	35,770.00	0.00	35,770.00	92*0260933	92*0260960
8997	General Fund Unrestricted	44,665.00	0.00	44,665.00	92*0260961	92*0260988
8998	General Fund Unrestricted	33,464.00	0.00	33,464.00	92*0260989	92*0261016
8999	General Fund Unrestricted	36,354.29	0.00	36,354.29	92*0261017	92*0261044
9000	General Fund Unrestricted	33,333.00	0.00	33,333.00	92*0261045	92*0261072
9001	General Fund Unrestricted	36,759.00	0.00	36,759.00	92*0261073	92*0261100
9002	General Fund Unrestricted	43,565.00	0.00	43,565.00	92*0261101	92*0261128
9003	General Fund Unrestricted	32,541.00	0.00	32,541.00	92*0261129	92*0261156
9004	General Fund Unrestricted	38,033.00	0.00	38,033.00	92*0261157	92*0261184
9005	General Fund Unrestricted	35,666.00	0.00	35,666.00	92*0261185	92*0261212
9006	General Fund Unrestricted	36,518.00	0.00	36,518.00	92*0261213	92*0261240
9007	General Fund Unrestricted	34,644.00	0.00	34,644.00	92*0261241	92*0261268
9008	General Fund Unrestricted	37,111.00	0.00	37,111.00	92*0261269	92*0261296
9009	General Fund Unrestricted	33,210.00	0.00	33,210.00	92*0261297	92*0261324
9010	General Fund Unrestricted	29,979.66	0.00	29,979.66	92*0261325	92*0261352
9011	General Fund Unrestricted	35,282.00	0.00	35,282.00	92*0261353	92*0261380
9012	General Fund Unrestricted	36,538.00	0.00	36,538.00	92*0261381	92*0261408
9013	General Fund Unrestricted	36,506.00	0.00	36,506.00	92*0261409	92*0261436
9014	General Fund Unrestricted	33,045.00	0.00	33,045.00	92*0261437	92*0261464
9015	General Fund Unrestricted	30,748.00	0.00	30,748.00	92*0261465	92*0261520
9016	General Fund Unrestricted	32,088.00	0.00	32,088.00	92*0261521	92*0261548
9017	General Fund Unrestricted	36,948.00	0.00	36,948.00	92*0261549	92*0261576
9018	General Fund Unrestricted	35,682.00	0.00	35,682.00	92*0261577	92*0261604
9019	General Fund Unrestricted	38,857.00	0.00	38,857.00	92*0261605	92*0261632
9020	General Fund Unrestricted	28,536.29	0.00	28,536.29	92*0261633	92*0261660
9021	General Fund Unrestricted	34,612.00	0.00	34,612.00	92*0261661	92*0261688
9022	General Fund Unrestricted	31,403.00	0.00	31,403.00	92*0261689	92*0261716
9023	General Fund Unrestricted	35,627.00	0.00	35,627.00	92*0261717	92*0261744
9024	General Fund Unrestricted	37,857.00	0.00	37,857.00	92*0261745	92*0261772
9025	General Fund Unrestricted	34,884.00	0.00	34,884.00	92*0261773	92*0261800
9026	General Fund Unrestricted	36,035.44	0.00	36,035.44	92*0261801	92*0261828
9027	General Fund Unrestricted	49,069.26	0.00	49,069.26	92*0261829	92*0261865
9044	General Fund Unrestricted	51,183.00	0.00	51,183.00	92*0261925	92*0261952
9045	General Fund Unrestricted	47,807.00	0.00	47,807.00	92*0261953	92*0261980
9046	General Fund Unrestricted	39,173.00	0.00	39,173.00	92*0261981	92*0262008
9047	General Fund Unrestricted	42,078.00	0.00	42,078.00	92*0262009	92*0262036
9048	General Fund Unrestricted	41,973.00	0.00	41,973.00	92*0262037	92*0262064
9049	General Fund Unrestricted	34,283.00	0.00	34,283.00	92*0262065	92*0262092
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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49050	General Fund Unrestricted	27,898.00	0.00	27,898.00	92*0262093	92*0262120
49051	General Fund Unrestricted	32,645.00	0.00	32,645.00	92*0262121	92*0262148
49052	General Fund Unrestricted	34,261.00	0.00	34,261.00	92*0262149	92*0262175
49053	General Fund Unrestricted	38,520.00	0.00	38,520.00	92*0262176	92*0262204
49054	General Fund Unrestricted	32,319.00	0.00	32,319.00	92*0262205	92*0262232
49055	General Fund Unrestricted	31,912.00	0.00	31,912.00	92*0262233	92*0262260
49056	General Fund Unrestricted	38,483.00	0.00	38,483.00	92*0262261	92*0262288
49057	General Fund Unrestricted	40,323.00	0.00	40,323.00	92*0262289	92*0262316
49058	General Fund Unrestricted	37,155.00	0.00	37,155.00	92*0262317	92*0262344
49059	General Fund Unrestricted	38,383.00	0.00	38,383.00	92*0262345	92*0262372
49060	General Fund Unrestricted	39,769.48	0.00	39,769.48	92*0262373	92*0262400
49061	General Fund Unrestricted	41,215.00	0.00	41,215.00	92*0262401	92*0262428
49062	General Fund Unrestricted	28,428.00	0.00	28,428.00	92*0262429	92*0262456
49063	General Fund Unrestricted	32,655.00	0.00	32,655.00	92*0262457	92*0262483
49064	General Fund Unrestricted	35,826.00	0.00	35,826.00	92*0262484	92*0262512
49065	General Fund Unrestricted	44,287.00	0.00	44,287.00	92*0262513	92*0262540
49066	General Fund Unrestricted	41,615.00	0.00	41,615.00	92*0262541	92*0262568
49067	General Fund Unrestricted	43,582.00	0.00	43,582.00	92*0262569	92*0262596
49068	General Fund Unrestricted	35,688.00	0.00	35,688.00	92*0262597	92*0262624
49069	General Fund Unrestricted	31,034.00	0.00	31,034.00	92*0262625	92*0262652
49070	General Fund Unrestricted	29,282.00	0.00	29,282.00	92*0262653	92*0262679
49071	General Fund Unrestricted	38,315.00	0.00	38,315.00	92*0262680	92*0262708
49072	General Fund Unrestricted	36,876.00	0.00	36,876.00	92*0262709	92*0262736
49073	General Fund Unrestricted	41,667.00	0.00	41,667.00	92*0262737	92*0262764
49074	General Fund Unrestricted	33,965.00	0.00	33,965.00	92*0262765	92*0262792
49075	General Fund Unrestricted	35,505.00	0.00	35,505.00	92*0262793	92*0262820
49076	General Fund Unrestricted	38,898.00	0.00	38,898.00	92*0262821	92*0262848
49077	General Fund Unrestricted	34,360.00	0.00	34,360.00	92*0262849	92*0262875
49078	General Fund Unrestricted	44,203.00	0.00	44,203.00	92*0262876	92*0262904
49079	General Fund Unrestricted	35,032.00	0.00	35,032.00	92*0262905	92*0262932
49080	General Fund Unrestricted	39,961.00	0.00	39,961.00	92*0262933	92*0262960
49081	General Fund Unrestricted	40,729.00	0.00	40,729.00	92*0262961	92*0262988
49082	General Fund Unrestricted	33,357.00	0.00	33,357.00	92*0262989	92*0263016
49083	General Fund Unrestricted	37,106.00	0.00	37,106.00	92*0263017	92*0263044
49084	General Fund Unrestricted	36,469.00	0.00	36,469.00	92*0263045	92*0263072
49085	General Fund Unrestricted	34,364.00	0.00	34,364.00	92*0263073	92*0263100
49086	General Fund Unrestricted	36,931.00	0.00	36,931.00	92*0263101	92*0263128
49087	General Fund Unrestricted	40,602.00	0.00	40,602.00	92*0263129	92*0263156
49088	General Fund Unrestricted	35,624.39	0.00	35,624.39	92*0263157	92*0263184
49089	General Fund Unrestricted	35,417.00	0.00	35,417.00	92*0263185	92*0263211
49090	General Fund Unrestricted	41,037.00	0.00	41,037.00	92*0263212	92*0263240

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49091	General Fund Unrestricted	37,461.00	0.00	37,461.00	92*0263241	92*0263268
49092	General Fund Unrestricted	37,010.50	0.00	37,010.50	92*0263269	92*0263296
49093	General Fund Unrestricted	39,924.50	0.00	39,924.50	92*0263297	92*0263324
49094	General Fund Unrestricted	42,382.00	0.00	42,382.00	92*0263325	92*0263352
49095	General Fund Unrestricted	39,689.00	0.00	39,689.00	92*0263353	92*0263380
49096	General Fund Unrestricted	42,475.00	0.00	42,475.00	92*0263381	92*0263408
49097	General Fund Unrestricted	37,513.00	0.00	37,513.00	92*0263409	92*0263436
49098	General Fund Unrestricted	36,016.00	0.00	36,016.00	92*0263437	92*0263464
49099	General Fund Unrestricted	33,677.00	0.00	33,677.00	92*0263465	92*0263492
49100	General Fund Unrestricted	36,464.00	0.00	36,464.00	92*0263493	92*0263520
49101	General Fund Unrestricted	30,874.00	0.00	30,874.00	92*0263521	92*0263547
49102	General Fund Unrestricted	35,755.00	0.00	35,755.00	92*0263548	92*0263576
49103	General Fund Unrestricted	37,980.00	0.00	37,980.00	92*0263577	92*0263604
49104	General Fund Unrestricted	34,675.00	0.00	34,675.00	92*0263605	92*0263631
49105	General Fund Unrestricted	36,977.00	0.00	36,977.00	92*0263632	92*0263660
49106	General Fund Unrestricted	37,258.00	0.00	37,258.00	92*0263661	92*0263688
49107	General Fund Unrestricted	30,045.00	0.00	30,045.00	92*0263689	92*0263713
49108	General Fund Unrestricted	11,029.00	0.00	11,029.00	92*0263714	92*0263726
49139	General Fund Unrestricted	603.00	0.00	603.00	92*0263858	92*0263859
49140	General Fund Unrestricted	4,980.02	0.00	4,980.02	92*0263861	92*0263863
49141	General Fund Unrestricted	3,513.22	0.00	3,513.22	92*0263865	92*0263873
49142	General Fund Unrestricted	4,424.28	0.00	4,424.28	92*0263874	92*0263875
49143	General Fund Unrestricted	2,570.08	0.00	2,570.08	92*0263877	92*0263884
49144	General Fund Unrestricted	45,348.29	0.00	45,348.29	92*0263885	92*0263888
49145	General Fund Unrestricted	37,687.47	0.00	37,687.47	92*0263889	92*0263889
49146	General Fund Unrestricted	2,828.40	0.00	2,828.40	92*0263890	92*0263894
49150	General Fund Unrestricted	42,050.00	0.00	42,050.00	92*0263902	92*0263919
49151	General Fund Unrestricted	658.00	0.00	658.00	92*0263920	92*0263922
49152	General Fund Unrestricted	2,994.72	0.00	2,994.72	92*0263923	92*0263930
49153	General Fund Unrestricted	33,564.50	0.00	33,564.50	92*0263932	92*0263939
49154	General Fund Unrestricted	4,623.41	0.00	4,623.41	92*0263940	92*0263948
49155	General Fund Unrestricted	2,929.84	0.00	2,929.84	92*0263949	92*0263956
49157	General Fund Unrestricted	930.65	0.00	930.65	92*0263980	92*0263982
49164	General Fund Unrestricted	1,383.50	0.00	1,383.50	92*0264001	92*0264004
49165	General Fund Unrestricted	2,611.00	0.00	2,611.00	92*0264005	92*0264005
49169	General Fund Unrestricted	641.77	0.00	641.77	92*0264023	92*0264027
49170	General Fund Unrestricted	4,426.32	0.00	4,426.32	92*0264028	92*0264035
49172	General Fund Unrestricted	13,814.00	0.00	13,814.00	92*0264041	92*0264041
49173	General Fund Unrestricted	8,548.59	0.00	8,548.59	92*0264042	92*0264049
49174	General Fund Unrestricted	25,855.00	0.00	25,855.00	92*0264050	92*0264053
49175	General Fund Unrestricted	805.27	0.00	805.27	92*0264054	92*0264055 6.1 (3)

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49176	General Fund Unrestricted	1,827.11	0.00	1,827.11	92*0264056	92*0264061
49177	General Fund Unrestricted	1,868.44	0.00	1,868.44	92*0264062	92*0264065
49188	General Fund Unrestricted	243.00	0.00	243.00	92*0264101	92*0264102
49192	General Fund Unrestricted	443.00	0.00	443.00	92*0264124	92*0264125
49193	General Fund Unrestricted	51,044.91	0.00	51,044.91	92*0264126	92*0264126
49194	General Fund Unrestricted	2,625.00	0.00	2,625.00	92*0264127	92*0264131
49199	General Fund Unrestricted	63,518.70	0.00	63,518.70	92*0264137	92*0264165
49200	General Fund Unrestricted	45,982.60	0.00	45,982.60	92*0264166	92*0264193
49201	General Fund Unrestricted	42,585.00	0.00	42,585.00	92*0264194	92*0264218
49202	General Fund Unrestricted	2,470.62	0.00	2,470.62	92*0264219	92*0264233
49203	General Fund Unrestricted	1,553.20	0.00	1,553.20	92*0264235	92*0264237
49204	General Fund Unrestricted	6,019.53	0.00	6,019.53	92*0264238	92*0264247
49206	General Fund Unrestricted	9,255.95	0.00	9,255.95	92*0264253	92*0264256
49210	General Fund Unrestricted	3,020.82	0.00	3,020.82	92*0264284	92*0264293
49213	General Fund Unrestricted	675.80	0.00	675.80	92*0264307	92*0264309
49216	General Fund Unrestricted	977.00	0.00	977.00	92*0264319	92*0264323
49217	General Fund Unrestricted	45,978.55	0.00	45,978.55	92*0264324	92*0264352
49218	General Fund Unrestricted	36,850.00	0.00	36,850.00	92*0264353	92*0264380
49219	General Fund Unrestricted	49,200.00	0.00	49,200.00	92*0264381	92*0264408
49220	General Fund Unrestricted	50,465.00	0.00	50,465.00	92*0264409	92*0264436
49221	General Fund Unrestricted	47,540.00	0.00	47,540.00	92*0264437	92*0264464
49222	General Fund Unrestricted	44,000.00	0.00	44,000.00	92*0264465	92*0264492
49223	General Fund Unrestricted	53,526.00	0.00	53,526.00	92*0264493	92*0264520
49224	General Fund Unrestricted	47,139.00	0.00	47,139.00	92*0264521	92*0264548
49225	General Fund Unrestricted	49,947.00	0.00	49,947.00	92*0264549	92*0264576
49226	General Fund Unrestricted	25,704.21	0.00	25,704.21	92*0264577	92*0264604
49227	General Fund Unrestricted	52,034.78	0.00	52,034.78	92*0264605	92*0264632
49228	General Fund Unrestricted	39,267.00	0.00	39,267.00	92*0264633	92*0264660
49229	General Fund Unrestricted	52,299.00	0.00	52,299.00	92*0264661	92*0264688
49230	General Fund Unrestricted	43,968.00	0.00	43,968.00	92*0264689	92*0264716
49231	General Fund Unrestricted	43,678.00	0.00	43,678.00	92*0264717	92*0264744
49232	General Fund Unrestricted	41,580.00	0.00	41,580.00	92*0264745	92*0264772
49233	General Fund Unrestricted	39,057.00	0.00	39,057.00	92*0264773	92*0264800
49234	General Fund Unrestricted	24,021.00	0.00	24,021.00	92*0264801	92*0264828
49235	General Fund Unrestricted	33,815.00	0.00	33,815.00	92*0264829	92*0264856
49236	General Fund Unrestricted	42,582.50	0.00	42,582.50	92*0264857	92*0264884
49237	General Fund Unrestricted	46,792.00	0.00	46,792.00	92*0264885	92*0264912
49238	General Fund Unrestricted	38,364.50	0.00	38,364.50	92*0264913	92*0264940
49239	General Fund Unrestricted	50,342.00	0.00	50,342.00	92*0264941	92*0264968
49240	General Fund Unrestricted	11,853.00	0.00	11,853.00	92*0264969	92*0264990
49241	General Fund Unrestricted	50,336.00	0.00	50,336.00	92*0264991	92*0265019
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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49242	General Fund Unrestricted	40,981.00	0.00	40,981.00	92*0265020	92*0265048
49243	General Fund Unrestricted	14,616.72	0.00	14,616.72	92*0265049	92*0265049
49244	General Fund Unrestricted	12,049.76	0.00	12,049.76	92*0265050	92*0265052
49245	General Fund Unrestricted	848.48	0.00	848.48	92*0265053	92*0265059
49246	General Fund Unrestricted	7,851.08	0.00	7,851.08	92*0265063	92*0265064
49247	General Fund Unrestricted	7,489.65	0.00	7,489.65	92*0265065	92*0265069
49248	General Fund Unrestricted	1,164.00	0.00	1,164.00	92*0265070	92*0265071
49249	General Fund Unrestricted	5,240.83	0.00	5,240.83	92*0265072	92*0265073
49256	General Fund Unrestricted	287.20	0.00	287.20	92*0265088	92*0265090
49257	General Fund Unrestricted	42,738.55	0.00	42,738.55	92*0265091	92*0265094
49258	General Fund Unrestricted	1,221.96	0.00	1,221.96	92*0265095	92*0265100
49259	General Fund Unrestricted	11,961.00	0.00	11,961.00	92*0265101	92*0265105
49260	General Fund Unrestricted	3,955.00	0.00	3,955.00	92*0265106	92*0265107
49262	General Fund Unrestricted	2,799.88	0.00	2,799.88	92*0265110	92*0265114
49263	General Fund Unrestricted	11,824.82	0.00	11,824.82	92*0265115	92*0265119
49264	General Fund Unrestricted	11,344.97	0.00	11,344.97	92*0265120	92*0265122
49265	General Fund Unrestricted	3,379.31	0.00	3,379.31	92*0265123	92*0265128
49272	General Fund Unrestricted	459.94	0.00	459.94	92*0265140	92*0265143
49273	General Fund Unrestricted	9,130.22	0.00	9,130.22	92*0265145	92*0265153
49274	General Fund Unrestricted	3,056.97	0.00	3,056.97	92*0265154	92*0265158
49276	General Fund Unrestricted	925.15	0.00	925.15	92*0265161	92*0265165
49282	General Fund Unrestricted	126.20	0.00	126.20	92*0265183	92*0265183
49283	General Fund Unrestricted	2,889.89	0.00	2,889.89	92*0265184	92*0265186
49285	General Fund Unrestricted	780.90	0.00	780.90	92*0265193	92*0265196
49286	General Fund Unrestricted	780.19	0.00	780.19	92*0265198	92*0265200
49287	General Fund Unrestricted	5,834.92	0.00	5,834.92	92*0265201	92*0265201
49288	General Fund Unrestricted	21,442.13	0.00	21,442.13	92*0265203	92*0265205
49290	General Fund Unrestricted	13,133.80	0.00	13,133.80	92*0265209	92*0265212
49291	General Fund Unrestricted	13,070.74	0.00	13,070.74	92*0265213	92*0265213
49292	General Fund Unrestricted	2,179.24	0.00	2,179.24	92*0265214	92*0265220
49303	General Fund Unrestricted	339.40	0.00	339.40	92*0265257	92*0265258
49304	General Fund Unrestricted	99,337.12	0.00	99,337.12	92*0265259	92*0265261
49305	General Fund Unrestricted	2,643.45	0.00	2,643.45	92*0265263	92*0265263
49306	General Fund Unrestricted	1,445.97	0.00	1,445.97	92*0265264	92*0265265
49307	General Fund Unrestricted	361.34	0.00	361.34	92*0265266	92*0265269
49308	General Fund Unrestricted	752.75	0.00	752.75	92*0265275	92*0265275
49310	General Fund Unrestricted	1,120.00	0.00	1,120.00	92*0265277	92*0265277
49311	General Fund Unrestricted	10,083.00	0.00	10,083.00	92*0265278	92*0265280

**Total Fund 11 General Fund Unrestricted** 

5,551,782.89

0.00 5,551,782.89

6.1 (5)

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49140	General Fund Restricted	637.95	0.00	637.95	92*0263860	92*0263864
49141	General Fund Restricted	200.00	0.00	200.00	92*0263867	92*0263867
49143	General Fund Restricted	29.18	0.00	29.18	92*0263876	92*0263876
49152	General Fund Restricted	3,002.84	0.00	3,002.84	92*0263931	92*0263931
49155	General Fund Restricted	54.35	0.00	54.35	92*0263950	92*0263950
49156	General Fund Restricted	16,088.06	0.00	16,088.06	92*0263957	92*0263978
49157	General Fund Restricted	750.00	0.00	750.00	92*0263979	92*0263979
49158	General Fund Restricted	50,092.22	0.00	50,092.22	92*0263983	92*0263986
49166	General Fund Restricted	6,517.88	0.00	6,517.88	92*0264006	92*0264008
49167	General Fund Restricted	1,943.23	0.00	1,943.23	92*0264009	92*0264016
49168	General Fund Restricted	2,865.87	0.00	2,865.87	92*0264017	92*0264022
49171	General Fund Restricted	599.71	0.00	599.71	92*0264036	92*0264040
49189	General Fund Restricted	2,265.47	0.00	2,265.47	92*0264103	92*0264106
49190	General Fund Restricted	757.59	0.00	757.59	92*0264107	92*0264117
49203	General Fund Restricted	149.62	0.00	149.62	92*0264234	92*0264234
49204	General Fund Restricted	58.14	0.00	58.14	92*0264243	92*0264243
49205	General Fund Restricted	3,796.69	0.00	3,796.69	92*0264248	92*0264252
49207	General Fund Restricted	193.50	0.00	193.50	92*0264257	92*0264263
49208	General Fund Restricted	3,014.00	0.00	3,014.00	92*0264264	92*0264277
49209	General Fund Restricted	10,157.62	0.00	10,157.62	92*0264278	92*0264283
49211	General Fund Restricted	4,425.17	0.00	4,425.17	92*0264294	92*0264298
49212	General Fund Restricted	3,465.20	0.00	3,465.20	92*0264299	92*0264305
49213	General Fund Restricted	702.08	0.00	702.08	92*0264306	92*0264310
49245	General Fund Restricted	1,906.96	0.00	1,906.96	92*0265055	92*0265057
49246	General Fund Restricted	5,342.54	0.00	5,342.54	92*0265060	92*0265062
49258	General Fund Restricted	587.14	0.00	587.14	92*0265096	92*0265099
49261	General Fund Restricted	6,827.04	0.00	6,827.04	92*0265108	92*0265109
49271	General Fund Restricted	10,377.00	0.00	10,377.00	92*0265139	92*0265139
49272	General Fund Restricted	174.68	0.00	174.68	92*0265141	92*0265144
49275	General Fund Restricted	2,346.38	0.00	2,346.38	92*0265159	92*0265160
49277	General Fund Restricted	1,408.67	0.00	1,408.67	92*0265166	92*0265169
49284	General Fund Restricted	2,400.00	0.00	2,400.00	92*0265187	92*0265192
49286	General Fund Restricted	2,027.69	0.00	2,027.69	92*0265197	92*0265199
49288	General Fund Restricted	495.26	0.00	495.26	92*0265202	92*0265202
49289	General Fund Restricted	10,030.35	0.00	10,030.35	92*0265206	92*0265208
49293	General Fund Restricted	1,099.90	0.00	1,099.90	92*0265221	92*0265227
49294	General Fund Restricted	3,915.69	0.00	3,915.69	92*0265228	92*0265232
49295	General Fund Restricted	1,031.64	0.00	1,031.64	92*0265233	92*0265238
49305	General Fund Restricted	775.41	0.00	775.41	92*0265262	92*0265262
49307	General Fund Restricted	2,829.72	0.00	2,829.72	92*0265268	92*0265271
49308	General Fund Restricted	3,744.36	0.00	3,744.36	92*0265272	92*0265274 6.1 (6)

Rancho Santiago Comm Coll District	Board Meeting of 12/06/10 Check Registers Submitted for Approval Checks Written for Period 11/06/10 thru 11/26/10		Check Registers Submitted for Approval			
Register # Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #	
Total Fund 12 General Fund Restricted	169,086.80	0.00	169,086.80			

#### Board Meeting of 12/06/10 Check Registers Submitted for Approval Checks Written for Period 11/06/10 thru 11/26/10

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49147	Child Development Fund	3,787.96	0.00	3,787.96	92*0263895	92*0263896
49148	Child Development Fund	1,333.83	0.00	1,333.83	92*0263897	92*0263900
49159	Child Development Fund	2,632.43	0.00	2,632.43	92*0263987	92*0263989
49160	Child Development Fund	1,254.00	0.00	1,254.00	92*0263990	92*0263990
49161	Child Development Fund	1,617.12	0.00	1,617.12	92*0263991	92*0263995
49178	Child Development Fund	11,810.52	0.00	11,810.52	92*0264066	92*0264069
49191	Child Development Fund	590.89	0.00	590.89	92*0264118	92*0264123
49195	Child Development Fund	326.21	0.00	326.21	92*0264132	92*0264132
49214	Child Development Fund	2,245.07	0.00	2,245.07	92*0264311	92*0264314
49215	Child Development Fund	1,441.57	0.00	1,441.57	92*0264315	92*0264318
49250	Child Development Fund	3,586.44	0.00	3,586.44	92*0265074	92*0265077
49266	Child Development Fund	457.88	0.00	457.88	92*0265129	92*0265130
49278	Child Development Fund	3,051.35	0.00	3,051.35	92*0265170	92*0265173
49296	Child Development Fund	1,869.91	0.00	1,869.91	92*0265239	92*0265241
49297	Child Development Fund	6,707.99	0.00	6,707.99	92*0265242	92*0265245
49309	Child Development Fund	2,880.00	0.00	2,880.00	92*0265276	92*0265276
Total Fund 33	3 Child Development Fund	45,593.17	0.00	45,593.17		

#### Board Meeting of 12/06/10 Check Registers Submitted for Approval Checks Written for Period 11/06/10 thru 11/26/10

AP0020

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49163	Capital Outlay Projects Fund	27,200.00	0.00	27,200.00	92*0264000	92*0264000
49255	Capital Outlay Projects Fund	12,427.50	0.00	12,427.50	92*0265086	92*0265087
49270	Capital Outlay Projects Fund	9,770.00	0.00	9,770.00	92*0265138	92*0265138
49301	Capital Outlay Projects Fund	12,966.95	0.00	12,966.95	92*0265254	92*0265255
Total Fund 4	– 1 Capital Outlay Projects Fu	62,364.45	0.00	62,364.45		

#### Board Meeting of 12/06/10 Check Registers Submitted for Approval Checks Written for Period 11/06/10 thru 11/26/10

AP0020

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49162	Bond Fund, Measure E	60,171.00	0.00	60,171.00	92*0263996	92*0263999
49179	Bond Fund, Measure E	4,872.99	0.00	4,872.99	92*0264070	92*0264073
49180	Bond Fund, Measure E	202,250.00	0.00	202,250.00	92*0264074	92*0264075
49181	Bond Fund, Measure E	150,664.00	0.00	150,664.00	92*0264076	92*0264077
49182	Bond Fund, Measure E	143,824.50	0.00	143,824.50	92*0264078	92*0264079
49183	Bond Fund, Measure E	31,511.00	0.00	31,511.00	92*0264080	92*0264083
49184	Bond Fund, Measure E	572,476.65	0.00	572,476.65	92*0264084	92*0264089
49185	Bond Fund, Measure E	88,544.11	0.00	88,544.11	92*0264090	92*0264093
49186	Bond Fund, Measure E	41,260.10	0.00	41,260.10	92*0264094	92*0264096
49196	Bond Fund, Measure E	45,005.10	0.00	45,005.10	92*0264133	92*0264133
49197	Bond Fund, Measure E	4,175.80	0.00	4,175.80	92*0264134	92*0264135
49251	Bond Fund, Measure E	2,639.86	0.00	2,639.86	92*0265078	92*0265080
49252	Bond Fund, Measure E	26,537.25	0.00	26,537.25	92*0265081	92*0265083
49253	Bond Fund, Measure E	14,640.00	0.00	14,640.00	92*0265084	92*0265084
49254	Bond Fund, Measure E	41,435.00	0.00	41,435.00	92*0265085	92*0265085
49267	Bond Fund, Measure E	22,599.97	0.00	22,599.97	92*0265131	92*0265132
49268	Bond Fund, Measure E	83,379.00	0.00	83,379.00	92*0265133	92*0265136
49269	Bond Fund, Measure E	22,472.00	0.00	22,472.00	92*0265137	92*0265137
49279	Bond Fund, Measure E	147,273.90	0.00	147,273.90	92*0265174	92*0265178
49280	Bond Fund, Measure E	25,925.58	0.00	25,925.58	92*0265179	92*0265181
49298	Bond Fund, Measure E	70,678.24	0.00	70,678.24	92*0265246	92*0265247
49299	Bond Fund, Measure E	43,000.00	0.00	43,000.00	92*0265248	92*0265250
49300	Bond Fund, Measure E	58,784.06	0.00	58,784.06	92*0265251	92*0265253
49302	Bond Fund, Measure E	52,293.20	0.00	52,293.20	92*0265256	92*0265256
Total Fund 42	2 Bond Fund, Measure E	1,956,413.31	0.00	1,956,413.31		

## Board Meeting of 12/06/10

#### Check Registers Submitted for Approval

Checks Written for Period 11/06/10 thru 11/26/10

AP0020

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49149	Property and Liability Fund	5,364.00	0.00	5,364.00	92*0263901	92*0263901
49187	Property and Liability Fund	14,827.01	0.00	14,827.01	92*0264097	92*0264100
49198	Property and Liability Fund	124.12	0.00	124.12	92*0264136	92*0264136
Total Fund 6	1 Property and Liability Fund	20,315.13	0.00	20,315.13		

Rancho Santiago Comm Coll District		Board Meeting of 12/06/10 Check Registers Submitted for Approval Checks Written for Period 11/06/10 thru 11/26/10				<b>AP0020</b> <b>Page:</b> 12
49281	Student Financial Aid Fund	244.91	0.00	244.91	92*0265182	92*0265182
Total Fund	74 Student Financial Aid Fund	244.91	0.00	244.91		

#### SUMMARY

Total Fund 11 General Fund Unrestricted	5,551,782.89
Total Fund 12 General Fund Restricted	169,086.80
Total Fund 33 Child Development Fund	45,593.17
Total Fund 41 Capital Outlay Projects Fund	62,364.45
Total Fund 42 Bond Fund, Measure E	1,956,413.31
Total Fund 61 Property and Liability Fund	20,315.13
Total Fund 74 Student Financial Aid Fund	244.91
Grand Total:	7,805,800.66

# BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: December 6, 2010
Re:	Receive the District Audit Report for the Fiscal Year ended	d June 30, 2010
Action:	Request to Receive and Accept	

### BACKGROUND

Pursuant to Education Code Section 84040(b) and OMB Circular A-133, the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district. The District contracted with Vicenti, Lloyd & Stutzman, LLP to provide the independent auditing services required.

The audit report is broken down into seven major categories as follows: (1) Independent Auditor's Report; (2) Management's Discussion and Analysis; (3) Basic Financial Statements; (4) Notes to Financial Statements; (5) Supplementary Information; (6) Other Independent Auditors' Reports; and (7) Findings and Recommendations.

## ANALYSIS

The auditors will present the District's financial audit and Proposition 39 Bond Financial and Performance audits. The report was presented and fully discussed at our Fiscal Audit Review Committee meeting on November 16, 2010.

### **RECOMMENDATION**

It is recommended that the Board of Trustees receive and accept the Rancho Santiago Community College District Audit Report for the fiscal year ended June 30, 2010 as presented.

Fiscal Impact:	Not applicable	Board Date: December 6, 2010
Prepared by:	Noemi M. Kanouse, Assistant Vice Chance	ellor, Fiscal Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Business	s Operations/Fiscal Services
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

# BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Appointments for the Measure E Citizens'	Bond Oversight Committee
Action:	Request for Approval	

#### BACKGROUND

California Education Code 15278 requirements for bonds that are approved under the authority of Proposition 39 is the requirement of a citizens' bond oversight committee comprised of a minimum of seven (7) appointed members who satisfy various categories of membership. The board approved the membership of the original committee in December of 2002 and acts upon the appointment, reappointment and reaffirmation of the committee each year.

#### ANALYSIS

The committee terms are based on the calendar year. Therefore, we recommend that the committee for 2011 be as follows:

Name	Membership Category	<b>Recommended Action</b>
Roland Pajarito	SCC Student Representative	Appoint
Steven Mendoza	SAC Student Representative	Appoint
Shelly Berryman	Business Organization	Re-Appoint
Gloria Alvarado	Senior Citizen's Organization	Re-Appoint
Robert Odle	Tax Payer Association	Re-Appoint
Eric Alderete	Foundation – SAC	Appoint
Linda Boone	Foundation – SCC	Re-Appoint
Phil Hummel	Community at Large – SCC	Appoint
	Community at Large – SAC	Appoint

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the appointment/reaffirmation of the Citizens' Bond Oversight Committee for 2011 as presented.

Fiscal Impact:	None	Board Date:	December 6, 2010
Prepared by:	Peter J. Hardash, Vice Chancellor of Bus	siness Operation	ons/Fiscal Services
Submitted by:	Peter J. Hardash, Vice Chancellor of Bus	siness Operation	ons/Fiscal Services
Recommended by:	Dr. Raúl Rodriguez, Chancellor		

## **DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

То:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Consulting Services – The Dolinka Group	
Action:	Request for Action	

### BACKGROUND

Prior to 1994, School and Community College Districts were required to negotiate independent "pass through" agreements with local Redevelopment Agencies (RDA) to partially compensate for lost property taxes that were diverted for Redevelopment Agency projects. AB 1290, passed in 1993, requiring RDA's to make pass through payments, by revenue formulas, to effected taxing agencies without the need for negotiated agreements by project area. AB 1290 also required that certain pass through income to districts be counted as local property taxes for offset purposes for K-14 state apportionment payments. The burden of identifying which income is used as property tax offset was placed upon educational entities. The Department of Finance has indicated that they will require districts independent auditors to test for the appropriate property tax offset for state apportionment.

#### **ANALYSIS**

The Dolinka Group was approved on April 12, 2010 to conduct a Phase I evaluation of all RDA agreements that fall within the RSCCD boundaries. At the completion of Phase I, twelve RDA project area agreements have been identified for evaluation in Phase II. Phase II involves the Dolinka Group calculating historical and future pass-through payments owed to the RSCCD by each redevelopment agency. Each of the twelve agreements will be reviewed to determine whether the terms and conditions are being met. The cost of services for Phase II is a flat fee of \$47,000 plus expenses. Phase I services fee was a flat rate of \$25,000. However, reimbursable expenses were incurred that were not included in the original Board approved service agreement. Therefore, the Phase I services agreement needs to be amended to include an additional \$3,391 in reimbursable expenses. Total cost for Phase II - \$47,000 and amended Phase I - \$3,391 will total \$50,391 plus reimbursable expenses for Phase II. These costs can appropriately be paid by current district RDA funds.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the consulting services of The Dolinka Group as presented.

Fiscal Impact:	\$50,391 plus reimbursable expenses	Board Date: December 6, 2010
Prepared by:	Peter J. Hardash, Vice Chancellor, Busi	ness Operations/Fiscal Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Bus	iness Operations/Fiscal Services
Recommended by: Dr. Raúl Rodriguez, Chancellor		



#### AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("<u>Agreement</u>") is made and entered into this \_\_\_\_\_ day of November 2010 ("<u>Effective Date</u>"), by and between Rancho Santiago Community College District at 2323 N. Broadway, Santa Ana, CA 92706, hereinafter called "<u>Client</u>", and Dolinka Group, LLC at 20 Pacifica, Suite 900, Irvine, CA 92618, hereinafter called "<u>Consultant</u>". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

#### ARTICLE I. SERVICES TO BE PERFORMED BY CONSULTANT

**Section 1.1** <u>Consulting Services, Statement of Work</u>. Client hereby retains Consultant to perform the services ("<u>Consulting Services</u>") set forth in the statement of work (the "<u>Statement of Work</u>" or "<u>SOW</u>") as attached as <u>Exhibit A</u> to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement". Consultant may subcontract any portion of the Consulting Services, provided that Consultant shall notify Client in writing of the name and address of any proposed subcontractor and Client either consents or fails to respond to the notification with respect to the use of any particular proposed subcontractor within ten (10) business days of delivery thereof.

Section 1.2 <u>No Agency</u>. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

#### ARTICLE II. OWNERSHIP; USE

**Section 2.1** <u>Consultant Materials</u>. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "<u>Consultant Materials</u>") (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

**Section 2.2** <u>Client's Rights and Obligations</u>. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the

prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and Client further acknowledges and agrees that Consultant has spent and will spend analyses. substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

#### ARTICLE III. COMPENSATION

**Section 3.1** <u>Fees</u>. Client shall pay Consultant a professional fee computed according to the fee schedule attached as <u>Exhibit B</u> hereto (the "<u>Fee Schedule</u>") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. Rates are exclusive of taxes, levies, duties, governmental charges or expenses. If Consultant is required to pay any of the foregoing based on Consultant Services provided under this Agreement, such taxes, levies, duties, governmental charges and expenses (with the exception of any Consultant's income taxes) will be billed and paid by Client.

**Section 3.2** <u>Reimbursement</u>. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
- (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.

**Section 3.3** <u>Invoices</u>. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

**Section 3.4** <u>Records</u>. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

#### ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT

**Section 4.1** <u>Performance</u>. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

**Section 4.2** <u>Necessary tools</u>. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

**Section 4.3** <u>Workers' Compensation</u>. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

**Section 4.4** <u>Liability Insurance</u>. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client upon request.

#### ARTICLE V. OTHER AGREEMENTS OF CLIENT

**Section 5.1** <u>Client's Assistance</u>. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

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#### Section 5.2 <u>Client Responsibility</u>.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "<u>Client Data</u>"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

(c) Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "<u>Claims</u>") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, or (ii) Client's breach of its warranties or covenants hereunder. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

**Section 5.3** <u>Testimony</u>. In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the Consulting Services rendered hereunder, and the parties do not separately contract for such additional services, Client shall compensate Consultant for such appearances at a rate of \$300 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

**Section 5.4** <u>Non-Solicitation</u>. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; <u>provided</u>, <u>however</u>, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.4), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

#### ARTICLE VI. TERM; TERMINATION

**Section 6.1** <u>Term</u>. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

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**Section 6.2** <u>Convenience</u>. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

**Section 6.3** <u>Breach</u>. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within three (3) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

**Section 6.4** <u>Fees</u>. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

**Section 6.5** <u>Survival</u>. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

#### ARTICLE VII. CONFIDENTIALITY

**Section 7.1** Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

**Section 7.2** <u>Obligation</u>. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

**Section 7.3** <u>Compelled Disclosure</u>. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order

or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

**Section 7.4** <u>Injunctive Relief</u>. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

#### ARTICLE VIII. GENERAL PROVISIONS

Section 8.1 <u>Notice</u>. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: <u>bdolinka@dolinkagroup.com</u>; Client: \_\_\_\_\_\_), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**Section 8.2** <u>Assignment</u>. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

**Section 8.3** <u>Not Public Official</u>. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

**Section 8.4** <u>Entire Agreement</u>. This Agreement and <u>Exhibits A</u> and <u>B</u> hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. 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 in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

**Section 8.5** <u>Amendment</u>. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

**Section 8.6** <u>Severability</u>. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Rancho Santiago Community College District	Page 6	
Redevelopment Assistance – Phase II	November 10, 2010	6.4 (7)

#### Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

Except as set forth in Section 7.4, on the written request of one party (b) served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultantselected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the The parties may select arbitrators from JAMS, ADR, ARC or any arbitration. independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

**Section 8.8** <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

**Section 8.9** <u>Third Parties</u>. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 8.10 <u>DISCLAIMER OF CONSEQUENTIAL DAMAGES</u>. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Rancho Santiago Community College District	Page 7
Redevelopment Assistance – Phase II	November 10, 2010

**Section 8.11** Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

**Section 8.12** <u>Limitation</u>. The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 8.13 <u>DISCLAIMER</u>. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

**Section 8.14** Limitation of Liability. In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within eighteen (18) months after the cause of action arises.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Dolinka Group, LLC

Rancho Santiago Community College District

Bv:	R	É	Du	
,	Benjamin Bolinka			

President/CEO

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

Date: \_\_\_\_\_/ 10/10

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

 $Proposals \\ Working Documents \\ Finance \\ Redevelopment \\ SY1011 \\ Rancho \\ Santiago \\ CCD \\ Rancho \\ Santiago \\ CCD \\ Redv \\ PHII \\ 20101110. \\ docx \\ PHII \\ 2010110. \\ docx \\ PHII \\ 201010. \\ docx \\ PHII \\ 201010. \\ docx \\ PHII \\ 201010. \\ docx \\ PHII \\ 20100. \\ PHII \\ 20100.$ 

# EXHIBIT A

# STATEMENT OF WORK

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT REDEVELOPMENT SERVICES – PHASE II

Dolinka Group, LLC shall provide Redevelopment Assistance to the Rancho Santiago Community College District ("District" or "Client") for the Project Areas listed in Exhibit C. The specific tasks to be performed under this Statement of Work include the following:

### Phase II: Payment Calculations

This phase involves Dolinka Group calculating historical and future pass-through payments owed to the District by the given redevelopment agency(s).

#### Task 1. Pass-Through Agreement Interpretation

This task involves interpreting the executed pass-through agreement(s) identified under Phase I for Project Areas shown in Exhibit C. Dolinka Group will outline the methodology of each pass-through agreement and determine whether the terms and conditions of each pass-through agreement are being met. Such determinations may involve correspondence and communication with the District's redevelopment attorney.

### Task 2. <u>Data Analysis</u>

This task involves collecting and analyzing data for each project area identified in Exhibit C. Such data will include, but not be limited to, assessed valuation, tax rate areas, and tax rates. Obtaining such data in a timely manner will be dependent on the cooperation and the time frame of historical records of the Orange County Auditor-Controller's Office.

#### Task 3. Document Review

This task involves gathering and reviewing pertinent documentation for each project area identified in Exhibit C. Such documentation may include, but not be limited to, Assembly Bill 1389 reports, redevelopment plans, preliminary plans, environmental impact reports, ordinances, and project area maps. Obtaining such documentation in a timely manner will be dependent on the cooperation of the redevelopment agency(s).

### Task 4.Tax Increment Modeling

This task involves developing a tax increment model for each project area identified in Exhibit C. The model will enable Dolinka Group to confirm the accuracy of annual pass-through remittances to the District from a given redevelopment agency(s). Dolinka Group will provide a print-out of each projection to the District that will outline how the pass-through payment was calculated and how the pass-through payment should be apportioned.

## Task 5. Validation of Historical Remittances

This task involves validating consolidated historical remittances of the District for each project area identified in Exhibit C. To validate such remittances, Dolinka Group will rely upon (i) interpretations made under Task 1, (ii) data analyzed under Task 2, (iii) documentation reviewed under Task 3, and (iv) consolidated historical payment records provided by the District. Dolinka Group will validate historical remittances up to the lesser of (i) number of years data are readily available from the Orange County Auditor-Controller's Office, or (ii) the previous five (5) fiscal years.

### Task 6. Future Pass-Through Payment Projection

This task involves projecting future tax increment receipts for each project area identified in Exhibit C using the tax increment model developed in Task 4 of Phase II. Such projection will be based on a conservative two-percent (2%) inflator and the expected payment termination date of each project area.

### Task 7. Project Area Summary Update

This task involves updating and completing the summary of Dolinka Group's findings for the project area(s) identified in Exhibit C with new information determined in Phase II.

### Task 8. Web Portal Software Update

This task involves updating the Web Portal with updated information determined through Tasks 1 through 7 of Phase II. The Web Portal will be available on www.dolinkagroup.com.

### Task 9. Meeting with Staff

This task involves one (1) meeting with the staff of the District to review the findings and deliverables from Phase II.

# EXHIBIT B

# FEE SCHEDULE

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT REDEVELOPMENT SERVICES – PHASE II

The proposed budget for services performed by Dolinka Group, LLC for the Rancho Santiago Community College District ("District" or "Client") under the Statement of Work for Phase II shall be a flat fee of \$47,000 (plus expenses). The first installment of \$23,500 (plus expenses) shall be payable to Dolinka Group at the time the Agreement is executed by both parties. The second installment of \$23,500 (plus expenses) shall be payable upon the completion of Phase II.

In addition to the above fees for services, the Client shall reimburse Dolinka Group for out of pocket expenses as identified in Section 3.2 of the Agreement for Consulting Services.

# EXHIBIT C

# **PROJECT AREAS**

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT REDEVELOPMENT SERVICES – PHASE II

Project Area Name	Redevelopment Agency
Garden Grove CRA CP Amend 1991-92	Garden Grove
Santa Ana CRA-South Harbor Blvd 81-82	Santa Ana
Santa Ana CRA-Bristol Corridor 1989-90	Santa Ana
Santa Ana CRA-South Main St. 1981-82	Santa Ana
Santa Ana CRA-Downtown 72-73 & 74-75	Santa Ana
Santa Ana CRA-Intercity Commuter Stn 81-82	Santa Ana
Orange County CRA-Neighborhood Proj. 87-88	County of Orange
Orange City CRA-Tustin Street Am#1 87-88	City of Orange
Orange City CRA-Northwest 1987-88	City of Orange
Orange City CRA-Southwest Am#2 87-88	City of Orange
Tustin CRA-Marine Corp Air Stn 2002-03	Tustin
Yorba Linda CRA 1983-84	Yorba Linda
Anaheim CRA-Alpha 1972-73	Anaheim

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# DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Extension of Consulting Services - Facilitie Services, Inc.	es Planning & Program
Action:	Request for Approval	

#### **BACKGROUND**

On June 21, 2010, the Board of Trustees awarded a contract for consulting services to Facilities Planning & Program Services, Inc. (FPPS) to evaluate completed district construction projects to ensure the appropriate close-out with the Division of State Architect (DSA). FPPS is also evaluating selected district facilities to evaluate seismic retrofitting options and providing oversight for various district construction projects.

## ANALYSIS

Mr. Ron Beeler and his staff have been assisting the district with these projects and also evaluating and pursuing energy conservation grants for the district to augment existing district projects. The original approved contract for consulting services expires on December 31, 2010. In order to continue progress on currently assigned projects, augment staff support services and assist with various operational facilities planning issues, it is requested that the current agreement for consulting services be extended through June 30, 2011. The current contract will be increased from \$75,000 up to \$186,000 plus 15% estimated reimbursable expenses.

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the extension of the consulting services agreement for Facilities Planning & Program Services, Inc. as presented through June 30, 2011.

Fiscal Impact:	\$111,000 plus \$16,650 in estimated reimbursables	Board Date:	December 6, 2010
Prepared by:	Peter J. Hardash, Vice Chancellor, Busin	ess Operations	s/Fiscal Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by: Dr. Raúl Rodriguez, Chancellor			



November 5, 2010

Rancho Santiago CCD Atten: Peter Hardash, Vice Chancellor 2323 N Broadway Santa Ana, CA 92706

Attention: Mr. Peter Hardash

Peter

Facilities Planning and Program Services, Inc. ("FPPS") proposes to provide consulting services to Rancho Santiago Community College District (RSCCD) including, but not limited to, the following:

- Assist RSCCD Facilities Staff in the District's construction program, ensuring compliance with legal and contractual requirements and District policies and objectives.
- Assist with the review of construction plans and drawings to ensure conformance with District requirements.
- Assist the District with securing sources of funding for the District's building programs.
- Assist with the preparation of plans and compliance reporting with Federal, State, Regulatory and local health and safety agencies.
- Assist with the preparation and monitor the implementation of an energy management plan for the District.
- Assist with the preparation of annual plans for submission to the California Community College Chancellor's Office, including, but not limited to, Space Inventories, IPP's and FPP's.
- Prepare and maintain a variety of reports and records related to facilities management functions, operations and activities.
- Assist with the preparation of the annual filing of the five-year plans for facilities and scheduled maintenance by the State.
- Assist with resolving claims and lawsuits involving the District's building program.
- Participate in meetings as required
- Provide assistance in Closing out projects with the Division of the State Architect.

FPPS can provide a variety of services with the assistance of a Project Team if the District so desires at a hourly rate and titles as described in the attached <u>"Appendix A"</u> of this document.

FPPS is pleased to amend/increase the current amount of the contract from \$75,000 to \$186,000 and increase the contract period by six months to June 30, 2010. Total reimbursable expenses are set forth in this proposal under **"Appendix B"** are in the above stated contract amount. Should you wish to discuss this proposal further, please call me at (714) 267-7209.

Thank you for allowing FPPS the opportunity to offer its services to Rancho Santiago Community College District.

Sincerely,

3 Del

Ron Beeler, President Facilities Planning & Program Services, Inc 22607 La Palma Ave. Suite 407 Yorba Linda, CA 92887

Office #: (714) 692-5400 Cell#: (714) 267-7209

# Proposal for Independent Contractor Services between Rancho Santiago CCD and FPPS

# Appendix A

# Project Team:

The proposed project team will be as follows:

Project Manager (Ron Beeler)	\$150.00/Hr
District Project Manager (Bob Partridge)	\$175.00/Hr
Project Leader (Cora Baldovino)	\$ 95.00/Hr
Technical Support Staff (Natassia Melendrez)	\$ 70.00/Hr
Administrative Support Staff (Terra Dymond)	\$ 60.00/Hr

# Proposal for Independent Contractor Services between College of the Desert and FPPS

# Appendix B

District Shall Reimburse FPPS at cost, a reasonable sum for out-of-pocket expenses listed in this Exhibit that are incurred and paid for by FPPS in furtherance of performance of FPPS obligations under this proposal, but only to the extent that such expenses are generated in connection with the operation of projects assigned and only to the extent authorized by Rancho Santiago Community College District.

- 1. Printing and reproduction expenses for documents beyond that which is included in this proposal;
- 2. Express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as, but not limited to, timesheets, expense reports, inter-office memoranda, invoices, etc.);
- 3. Mileage at IRS rate
- 4. Out of town travel as approved in advance by District Representative
- 5. Regulatory agency and permit-filing fees that are specific to the project;
- 6. Special Consultants.

## BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Change Order #8, Bid #1097 - General O Development Center at Santa Ana College	Construction for the Child
Action:	Request for Approval	

# BACKGROUND:

On May 11, 2009, the Board of Trustees awarded a contract to ISEC, Inc. for Bid #1097 general construction for the Child Development Center at Santa Ana College.

# ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #8.

Change Order #8 increases the contract by \$13,848.00. The revised contract amount is \$1,999,540.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 9.2% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

# **<u>RECOMMENDATION</u>**:

It is recommended that the Board of Trustees approve Change Order #8, Bid #1097 for ISEC, Inc., general construction at the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$13,848.00	Board Date: December 6, 2010
Prepared by:	Darryl A. Odum, Director, Di	strict Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chance	ellor, Business Operations/Fiscal Services
Recommended by:	Dr. Raúl Rodriguez, Chancel	lor

CH	ANGE ORDER	Rancho Santiago Commu 2323 N. Broadway, Santa A	nity College District na, CA 92706-1640
Project:	Child Development Center	Bid No. 1097	P.O. #09-P000216
		D.S.A. No.	04-108649
Contractor:	ISEC	Change Order No	. <b>8</b>
Architect:	Harley Ellis Devereaux	Date:	November 8, 2010

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE				
Original Contract Amount		\$1,831,427.00		
Previous Change Orders	\$154,265.00			
This Change Order	\$13,848.00			
Total Change Orders		\$168,113.00		
Revised Contract Amount		\$1,999,540.00		
Previous Time Extensions	0 calendar days			
Time Extension - This Change Order	0 calendar days			
Total Time Extensions		0 calendar days		
Original Completion Date		July 30, 2010		
Revised Contract Completion Date				
RSCCD Board Approval Date		December 6, 2010		

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Bernards	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services		Date

С	HANG	SE ORDER		antiago Community C adway, Santa Ana,  CA	-	
Project:	Child Development Center		Bid No.	1097	P.O. #	09-P000216
			D.S.A. No.			
Contractor;	ISEC		Change O	rder No.		8
Architect:	Harley Ellis Deverea	1UX		Date:		11/8/10
ITEM NO.	EXPLANATION:			CREDIT		EXTRA
1.0	Description:	Furnish and install door sweeps and modify stairs in classrooms				\$2,175.00
	<u>REASON</u> :	Install door sweeps on exterior gates and add extension on stairs in dressing room area of classroom buildings for ease of climbing to changing table				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS calendar days				
2.0	DESCRIPTION:	Credit balance of allowance monies		\$9,421.00		
	<u>REASON</u> :	Credit balance for signage, dumpsters and keys				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS 0 calendar days				
3.0	DESCRIPTION:	Furnish labor and materials for misc concrete scopes of work			-	\$20,094.00
	<u>REASON</u> :	Planter curbs at trick path, bollards and grading of revised concrete grades				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days			e I	
4.0	DESCRIPTION:	10% fee for processing concrete prime change order				\$2,000.00
	<u>REASON</u> :	Prime 4 change order costs				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS 0 calendar days				
5.0	DESCRIPTION:	Charge contractor for painting exterior wood		\$1,000.00		
	REASON:	Wood damaged by framing contractor				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS 0 calendar days				
**************************************		Sub-Total		\$10,421.00		\$24,269.00
		Total				\$13,848.00

# BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Change Order #3, Bid #1100 Center at Santa Ana College	- Concrete for the Child Development
Action:	Request for Approval	

### BACKGROUND:

On May 11, 2009, the Board awarded a contract to Micon Construction, Inc. for Bid #1100 for concrete for the Child Development Center at Santa Ana College.

#### ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #3.

Change Order #3 increases the contract by \$55,929.00. The revised contract amount is \$1,034,818.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 8.9% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #3, Bid #1100 for Micon Construction, Inc., concrete for the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$55,929.00	Board Date: December 6, 2010
Prepared by:	Darryl A. Odum, Director, Dis	trict Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chance	llor, Business Operations/Fiscal Services
Recommended by:	Dr. Raúl Rodriguez, Chancell	or

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
Project:	Child Development Center	Bid Number: <i>1100</i> P.O. <i>09-90010962</i>		
		DSA No.: 04-108649		
Contractor:	Micon Construction	Change Order No.: <b>3</b>		
Architect:	Harley Ellis Devereaux	Date: November 8, 2010		

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		\$949,926.00		
Previous Change Orders	\$28,963.00			
This Change Order	\$55,929.00			
Total Change Orders		\$84,892.00		
Revised Contract Amount		\$1,034,818.00		
Previous Time Extensions	0 calendar days			
Time Extension - This Change Order	0 calendar days			
Total Time Extensions		0 calendar days		
Original Completion Date		July 30, 2010		
Revised Contract Completion Date				
RSCCD Board Approval Date		December 6, 2010		

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Bernards	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services		Date

CHANGE ORDER			Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640				
Project:				1100			
FTOJeCT:	Child Development	t Center	Bid No.	1100	P.O. #	09-90010962	
Cartan	Micon Construction	-	D.S.A. No.		04-108	3649	
Contractor:			Change O		3		
Architect:	Harley Ellis Devere	aux	Date:	11/8/10			
ITEM NO.	EXPLANATION:			CREDIT		EXTRA \$14,000.00	
1.0	DESCRIPTION:	Install additional sidewalk and handi- cap ramp access				φ1 1/000.00	
	<u>REASON</u> :	Required for new path of travel and DSA approved plans					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS 0 calendar days					
2.0	DESCRIPTION:	Enhance tricycle pathway				\$25,529.00	
	<u>reason</u> :	To accommodate weight of maintenance equipment and to enhance surface of sidewalk.					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS 0 calendar days					
3.0	DESCRIPTION:	Charge contractor		\$6,946.00			
	<u>REASON</u> :	Charge contractor for work completed by other prime Contractors.					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS 0 calendar days					
4.0	DESCRIPTION:	Install seat wall on south / west side of project with misc. concrete revisions				\$23,346.00	
	<u>Reason</u> :	Existing grades would not allow for original designed work.					
	REQUESTOR:	District					
	TIME EXTENSION:	ADDS 0 calendar days				<b></b>	
		Sub-Total		\$6,946.00		\$62,875.00	
		Total				\$55,929.00	

# BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees Date: Decemb	per 6, 2010
Re:	Approval of Change Order #2, Bid #1102 – Roofing and Solar Systems a Development Center at Santa Ana College	t the Child
Action:	$\sim$	

# BACKGROUND:

On May 11, 2009, the Board of Trustees awarded a contract to Peterson Dean Roofing and Solar Systems for Bid #1102 for roofing at the Child Development Center at Santa Ana College.

## ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2.

Change Order #2 increases the contract by \$4,119.00. The revised contract amount is \$307,272.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 2.8% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

### **<u>RECOMMENDATION</u>**:

It is recommended that the Board of Trustees approve Change Order #2, Peterson Dean Roofing and Solar Systems for Bid #1102, Roofing for the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$4,119.00	Board Date: December 6, 2010		
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services			
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Service				
Recommended by:	Dr. Raúl Rodriguez, Chancellor			

СН	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:	Child Development Center	Bid No.	1102	P.O. #	P0010963
		D.S.A. No.		04-1080	549
Contractor:	Peterson Dean Roofing and Solar Systems	Change Ord	ler No.		2
Architect:	Harley Ellis Devereaux	Date:		November 1	8, 2010

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		\$299,000.0		
Previous Change Orders	\$4,153.00			
This Change Order	\$4,119.00			
Total Change Orders		\$8,272.00		
Revised Contract Amount		\$307,272.00		
Previous Time Extensions	0 calendar days			
Time Extension - This Change Order	0 calendar days			
Total Time Extensions		0 calendar days		
Original Completion Date		July 30, 2010		
Revised Contract Completion Date				
RSCCD Board Approval Date		December 6, 2010		

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Bernards	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	······	Date

CHANGE ORDER			Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640				
Project:	Child Development	Center	Bid No.	1102	P.O. #	P0010963	
Contractor: Architect:	Peterson Dean Roofing and Solar Systems Harley Ellis Devereaux			er No. Nov	04-1086	2	
ITEM NO. 1.0	EXPLANATION:		Date: Novi CREDIT		ember 18, 2010 EXTRA \$4,119.0		
1.0	DESCRIPTION:	Furnish and install sheet metal trim at entry soffit framing					
	<u>REASON</u> :	Condition of rough framing needed to be covered					
	<u>REQUESTOR</u> :	Architect					
	TIME EXTENSION:	ADDS 0 calendar days					
		Sub-Total		\$0.00		\$4,119.00	
		Total				\$4,119.00	

# BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Change Order #4, Bid #1124 - HVAC at at Santa Ana College	the Child Development Center
Action:	Request for Approval	

# BACKGROUND:

On July 27, 2009, the Board awarded a contract to APEX Construction, Inc. for Bid #1124 for HVAC at the Child Development Center at Santa Ana College.

# ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #4.

Change Order #4 increases the contract by \$16,298.00. The revised contract amount is \$588,693.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 4.6% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

## **<u>RECOMMENDATION</u>**:

It is recommended that the Board of Trustees approve Change Order #4, APEX Construction, Inc. for Bid #1124, HVAC at the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$16,298.00	Board Date: December 6, 2010
Prepared by:	Darryl A. Odum, Director, Dist	rict Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancel	lor, Business Operations/Fiscal Services
Recommended by:	Dr. Raúl Rodriguez, Chancello	pr

6.9(1)

CH	IANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
Project:	Child Development Center	Bid No. 1124	P.O. # 10-BPO221	
	·	D.S.A. No.	04-108649	
Contractor	: Apex Construction	Change Order No.	4	
Architect:	Harley Ellis Devereaux	Date: Novemb	er 22, 2010	

SUMMARY OF CONTRACT PRICE				
Original Contract Amount		\$563,000.00		
Previous Change Orders	\$9,395.00			
This Change Order	\$16,298.00			
Total Change Orders		\$25,693.00		
Revised Contract Amount		\$588,693.00		
Previous Time Extensions	0 calendar days			
Time Extension - This Change Order	0 calendar days			
Total Time Extensions		0 calendar days		
Original Completion Date		July 30, 2010		
Revised Contract Completion Date				
RSCCD Board Approval Date		December 6, 2010		

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Bernards	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum		
Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services		Date 6.9 (2)

		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640				
Project:	Child Developmen	t Center	Bid No.	1124	P.O. # 10-BPO221	
			D.S.A. No		04-108649	
Contractor:	Apex Construction		Change C	Irder No.	4	
Architect:	Harley Ellis Devere	aux	Date:	11/22/10		<u> </u>
ITEM NO.	EXPLANATION:			CREDIT	EXTRA	
1.0	DESCRIPTION:	Relocate HVAC registers to align with plywood and Tectum ceiling panels				\$1,162.00
	<u>REASON</u> :	Register had to be relocated to align with				
		plywood and Tectum ceiling panels				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				
2.0	DESCRIPTION:	Re-align HVAC register in Kitchen				\$758.00
	<u>REASON</u> :	Rough framing would not allow for register and duct work to be installed per plan. Both had to be relocated.				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS 0 calendar days				
3.0	DESCRIPTION:	Install sheet metal collar on Gravity vent curbs @ Building B-C-D-E.				\$2,000.00
	<u>REASON</u> :	Installation of specified roofing materials made roof curbs too large for Gravity Vents, sheet metal collars had to be made for vents to fit				
	<u>REQUESTOR</u> :	over roofing. District				
	TIME EXTENSION:	ADDS 0 calendar days		· · · · · · · · · · · · · · · · · · ·		
4.0	DESCRIPTION:	Provide labor credit for not installing FC/A2 split system for Elevator machine room registers		\$450.00		
	<u>REASON</u> :	Split system FC/A2 is not required per Elevator manufacture. (Equipment given to District)				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS 0 calendar days				

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	CHAN	IGE ORDER		antiago Commur roadway, Santa An				
Project:	Child Developmen	t Center	Bid No.	1124	P.O. #		10-BPO22	1
			D.S.A. No	·		04-108649		
Contractor	Apex Construction		Change C	Drder No.	4			
Architect:	Harley Ellis Devere	aux	Date:	11/22/10	· · · · · · · · · · · · · · · · · · ·			
ITEM NO.	EXPLANATION:			CREDIT		EXT	RA	
5.0	DESCRIPTION:	Replace stolen equipment from roof top on Building "A"						\$1,337.0
	<u>REASON</u> :	Split system unit stolen from project, police report submitted.						
	<u>REQUESTOR</u> :	District						
	TIME EXTENSION:	ADDS 0 calendar days						
6.0	DESCRIPTION:	Per RFI#250, make corrections to stainless steel						\$6,991.0
		ductwork at Kitchen hood						
	<u>REASON</u> :	Second floor wood beam in pathway of proposed stainless steel ductwork. Ductwork had to be re-directed for final installation.						
	<u>REQUESTOR</u> :	District						
	TIME EXTENSION:	ADDS 0 calendar days						
7.0	DESCRIPTION:	Furnish and install sheet metal flashings for HVAC Ductwork roof penetrations						\$4,500.00
	<u>Reason</u> :	Sheet metal excluded from scope of work						
	<u>REQUESTOR</u> :	District						
	TIME EXTENSION:	ADDS 0 calendar days					•••	
		Sub-Total		<i>د ۸</i> ۴	50.00			+16 740 00
				<u>\$4</u> ;	50.00			\$16,748.00
		Total	L		L.		9	\$16,298.0

# BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Change Order #8, Bid #1129 - Elec Center at Santa Ana College	trical at the Child Development
Action:	Request for Approval	

# BACKGROUND:

On July 27, 2009, the Board of Trustees awarded a contract to EMAE International, Inc. for Bid #1129 for electrical at the Child Development Center at Santa Ana College.

# ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #8.

Change Order #8 decreases the contract by \$1,711.00. The revised contract amount is \$1,071,958.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 7.8% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

## **<u>RECOMMENDATION</u>**:

It is recommended that the Board of Trustees approve Change Order #8, Bid #1129 for EMAE International, Inc., electrical at the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	-\$1,711.00	Board Date: December 6, 2010
Prepared by:	Darryl A. Odum, Director, Dis	trict Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancel	lor, Business Operations/Fiscal Services
Recommended by:	Dr. Raúl Rodriguez, Chancello	Dr

6.10(1)

СН	ANGE ORDER	Rancho Santiago Comr 2323 N. Broadway, Santo	nunity College District a Ana, CA 92706-1640
Project:	Child Development Center at Santa Ana College	Bid No. <i>1129</i>	P.O. # BP000219
	· · · · · · · · · · · · · · · · · · ·	D.S.A. No.	04-108649
Contractor:	EMAE International	Change Order No.	8
Architect:	Harley Ellis Devereaux	Date:	November 18, 2010

SUMMARY OF CONTRACT PRICE				
Original Contract Amount		\$994,444.00		
Previous Change Orders	\$79,225.00			
This Change Order	-\$1,711.00			
Total Change Orders		\$77,514.00		
Revised Contract Amount		\$1,071,958.00		
Previous Time Extensions	0 calendar days			
Time Extension - This Change Order	0 calendar days			
Total Time Extensions		0 calendar days		
Original Completion Date		July 30, 2010		
Revised Contract Completion Date				
RSCCD Board Approval Date		December 6, 2010		

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Bernards	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services		Date

Cł	CHANGE ORDER			ntiago Community Co adway, Santa Ana,  CA		ct	<u></u>
Project:	Child Developmen	t Center at Santa Ana College	Bid No.	1129	P.O. #	BP000219	
	· · · · · · · · · · · · · · · · · · ·		D.S.A. No.		04-1086	549	
Contractor:	EMAE Internationa	1	Change Or	der No.			
Architect:	Harley Ellis Devere	aux	Date:			Novembe	r 18, 201
ITEM NO.	EXPLANATION:			CREDIT		EXTRA	
1.0	Description:	Provide low voltage power for solenoid valves					\$2,225.0
	<u>REASON</u> :	Valves not shown on electrical drawings					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS 0 calendar days					
2.0	DESCRIPTION:	Charge contractor for damage to sewer line (building "A")		\$3,426.00			
	<u>REASON</u> :	Electrician severed new sewer pipe with electrical conduit driven into ground for conduit support					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS 0 calendar days					
3.0	DESCRIPTION:	Charge contractor for cleaning of damaged sewer line and camering of line		\$510.00			
	<u>REASON</u> :	Sewer line blocked due to electrical conduit penetrating pipe					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS 0 calendar days					
		Sub-Total		\$3,936.00			\$2,225.00
		Total					\$1,711.0

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# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

# BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees Date: December	6, 2010
Re:	Approval of Change Order #7, Bid #1055 – Concrete for the Science Building Portion) at Santiago Canyon College	(State
Action:	Request for Approval	

## BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Angeles Contractor, Inc. for the concrete at the Science Building at Santiago Canyon College.

# ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #7.

Change Order #7 increases the contract by \$14,567.69. The total revised contract amount is \$2,435,892.55. 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 9.9% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

## **<u>RECOMMENDATION</u>**:

It is recommended that the Board of Trustees approve Change Order #7, Bid #1055 for Angeles Contractor, Inc., concrete at the Science Building (State Portion) at Santiago Canyon College as presented.

Fiscal Impact:	\$14,567.69	Board Date:	December 6, 2010			
Prepared by:	Prepared by: Darryl A. Odum, Director, District Construction and Support Services					
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services					
Recommended by:	Dr. Raúl Rodriguez, Chancellor					

6.11 (1)

CH	ANGE ORDER	Rancho Sar 2323 N. Bro	ntiago Cor adway, Sar	mmunity Col nta Ana, CA	lege District 92706-1640
Project:	New Science Building (State Funded Portion) at Santiago Canyon College	Bid No.	1055	P.O. #	08-P0003747
		D.S.A. No.		04-10	7804
Contractor	: Angeles Contractor, Inc	Change Or	der No.	7	
Architect:	LPA, Inc.	Date:	Novemb	oer 18, 2010	)

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SUMMARY OF CONTRACT PRICE						
Original Contract Amount		\$2,217,000.00				
Previous Change Orders	\$204,324.86					
This Change Order	\$14,567.69					
Total Change Orders		\$218,892.55				
Revised Contract Amount		\$2,435,892.55				
Previous Time Extensions	18 calendar days					
Time Extension - This Change Order	0 calendar days					
Total Time Extensions		18 calendar days				
Original Completion Date		July 20, 2009				
Revised Contract Completion Date		August 7, 2009				
RSCCD Board Approval Date		December 6, 2010				

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum		
Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date 6.11 (2)

Cł	HANG	E ORDER		-	munity Colleg Ana, CA 927	
Project:	New Science Buildi Canyon College	ng (State Funded Portion) at Santiago	Bid No. D.S.A. No	1055	P.O. # 04-107	08-P0003747
Contractor:	Angeles Contractor	r, Inc	Change C	·····	7	
Architect:	LPA, Inc.		Date:	Novembe	er 18, 2010	
ITEM NO.	EXPLANATION:			CREDIT		EXTRA
1.0	DESCRIPTION:	Install new concrete curb at roof per RFI #298.2		\$C	0.00	\$5,000.00
	<u>REASON:</u>	Added support for mechanical unit				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS 0 calendar days				
2.0	DESCRIPTION:	Contractor to remobilize to jobsite		\$C	0.00	\$9,567.69
	<u>REASON</u> :	Complete concrete work at stair #1 & #2				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				
		Sub-Total		\$0	.00	\$14,567.69
		Total				\$14,567.69

# BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Change Order #6, Bid #1058 – Interior Sys (Bond Portion) at Santiago Canyon College	tems for the Science Building
Action:	Request for Approval	

# **BACKGROUND**:

On December 10, 2007, the Board of Trustees awarded a contract to Angeles Contractor, Inc. for the interior systems of the Science Building at Santiago Canyon College.

# ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #6.

Change Order #6 increases the contract by \$8,000.00. The total revised contract amount is \$2,003,418.52. 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 9.95% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

# **<u>RECOMMENDATION</u>**:

It is recommended that the Board of Trustees approve Change Order #6, Bid #1058 for Angeles Contractor, Inc., interior systems for the Science Building (Bond Portion) at Santiago Canyon College as presented.

Fiscal Impact:	\$8,000.00	Board Date:	December 6, 2010	
Prepared by:	Darryl A. Odum, Director, District	Construction and	l Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services			
Recommended by:	Dr. Raúl Rodriguez, Chancellor			

6.12(1)

СН	ANGE ORDER	Rancho Santia 2323 N. Broady	igo Com way, Sant	munity Col a Ana, CA	lege District 92706-1640
Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No.	1058	P.O. #	08-P0003755
		D.S.A. No.		04-10	7803
Contractor:	Angeles Contractor, Inc	Change Order	r No.	6	
Architect:	LPA, Inc.	Date:	Novembe	er 18, 2010	)

SUMMARY OF CONTRACT PRICE						
Original Contract Amount		\$1,822,000.00				
Previous Change Orders	\$173,418.52					
This Change Order	\$8,000.00					
Total Change Orders		\$181,418.52				
Revised Contract Amount		\$2,003,418.52				
Previous Time Extensions	20 calendar days					
Time Extension - This Change Order	0 calendar days					
Total Time Extensions		20 calendar days				
Original Completion Date		July 20, 2009				
Revised Contract Completion Date		August 9, 2009				
RSCCD Board Approval Date		December 6, 2010				

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum		
Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

Cł	HANG		<b>X</b>		antiago Commu badway, Santa Ani		
Project:	New Science Buildi Canyon College	ng (Bond Funded Portion) at Santiago		Bid No. D.S.A. No.	1058	P.O. # 04-107	08-P0003755 7803
Contractor:	Angeles Contractor	, Inc		Change C	order No.	6	
Architect:	LPA, Inc.			Date:	November 1	8, 2010	
ITEM NO.	EXPLANATION:						EXTRA
1.0	DESCRIPTION:	Sandblast and paint stair #1					\$8,000.00
	<u>REASON</u> :	To prevent rust					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS 0 calendar days					
	<u></u>	Sub-	Total		\$0.00		\$8,000.00
L			Total				\$8,000.00

## BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees Date: Decembe	er 6, 2010
Re:	Approval of Change Order #7, Bid #1058 – Interior Systems for the Science (State Portion) at Santiago Canyon College	Building
Action:	$\mathbf{y}$	

## BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Angeles Contractor, Inc. for the interior systems of the Science Building at Santiago Canyon College.

# ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #7.

Change Order #7 increases the contract by \$4,100.00. The total revised contract amount is \$2,625,477.10. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 9.9% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

## **<u>RECOMMENDATION</u>**:

It is recommended that the Board of Trustees approve Change Order #7, Bid #1058 for Angeles Contractor, Inc., interior systems for the Science Building (State Portion) at Santiago Canyon College as presented.

Fiscal Impact:	\$4,100.00	Board Date:	December 6, 2010		
Prepared by:	Darryl A. Odum, Director, District	Construction and	l Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, H	ter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services			
Recommended by:	Dr. Raúl Rodriguez, Chancellor				

6.13 (1)

СН	ANGE ORDEF	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project:	New Science Building (State Funded Portion) at Santiago Canyon College	Bid No. 1058 P.O. # 08-P0003748
		D.S.A. No. 04-107804
Contractor:	Angeles Contractor, Inc	Change Order No. 7
Architect:	LPA, Inc.	Date: November 17, 2010

SUMMARY OF CONTRACT PRICE				
Original Contract Amount		\$2,389,000.00		
Previous Change Orders	\$232,377.10			
This Change Order	\$4,100.00			
Total Change Orders		\$236,477.10		
Revised Contract Amount		\$2,625,477.10		
Previous Time Extensions	5 calendar days			
Time Extension - This Change Order	0 calendar days			
Total Time Extensions		5 calendar days		
Original Completion Date		July 20, 2009		
Revised Contract Completion Date		July 25, 2009		
RSCCD Board Approval Date		December 6, 2010		

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

C	HAN	GE ORDER		Santiago Com Broadway, Sant	•	•	
Project:	New Science Build College	ing (State Funded Portion) at Santiago Canyon	Bid No.	1058	P.O. #	08-P0	003748
_	-		D.S.A. N		04-10	7804	
Contractor:	Angeles Contracto	r, Inc	Change	Order No.	7		
Architect:	LPA, Inc.		Date:	November 1	7, 2010		
ITEM NO.	EXPLANATION:			CREDIT		EXTRA	
1.0	DESCRIPTION:	Change of material from redwood to					\$1,500.00
		trex decking for exterior benches					
	<u>REASON</u> :	Original material no longer available					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS 0 calendar days					
2.0	DESCRIPTION:	Removal of trash left from other trades (to be backcharged to prime trades)					\$2,600.00
	<u>REASON</u> :	Other trades did not remove trash from the project site					
	<u>REQUESTOR</u> :	District					
	<u>TIME EXTENSION:</u>	ADDS 0 calendar days					
		Sub-Total		\$0.00			\$4,100.00
		Total					\$4,100.00

# NO. 6.14

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

# BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Change Order #1, Bid #1066 – Structural S (Bond Portion) at Santiago Canyon College	Steel for the Science Building
Action:	Request for Approval	

# BACKGROUND:

On December 10, 2007, the Board awarded a contract to McMahon Steel, Inc. for Bid #1066, structural steel for the Science Building at Santiago Canyon College.

# ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$49,818.81 and adds an additional 280 days to the length of the contract. The revised contract amount is \$1,530,918.81. 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 3.4% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

## **<u>RECOMMENDATION</u>**:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1066 for McMahon Steel, Inc., structural steel for the Science Building (Bond Portion) at Santiago Canyon College as presented.

Fiscal Impact:	\$49,818.81	Board Date: December 6, 2010	
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chance	llor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancelle	or	

CH	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1066 P.O. # 08-BP000204 D.S.A. No. 04-107803
Contractor:	McMahon Steel Company Inc	Change Order No. 1
Architect:	LPA, Inc.	Date: November 18, 2010

SUMMARY OF CONTRACT PRICE				
Original Contract Amount		\$1,481,100.00		
Previous Change Orders	\$0.00			
This Change Order	\$49,818.81			
Total Change Orders		\$49,818.81		
Revised Contract Amount		\$1,530,918.81		
Previous Time Extensions	0 calendar days			
Time Extension - This Change Order	280 calendar days			
Total Time Extensions		280 calendar days		
Original Completion Date		July 28, 2009		
Revised Contract Completion Date		May 21, 2010		
RSCCD Board Approval Date		December 6, 2010		

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

С	HANC	GE ORDER	Rancho Santiago Co 2323 N. Broadway, Sar		
Project:	New Science Build Canyon College	ling (Bond Funded Portion) at Santiago	Bid No. 1066	P.O. #	08-BP000204
			D.S.A. No.	04-10	)7803
Contractor:			Change Order No.	1	
Architect:	LPA, Inc.		Date: Novembe	<u>r 18, 2010</u>	
ITEM NO.	EXPLANATION:		CREDIT		EXTRA
1.0	DESCRIPTION:	Rework embed to align with vertical mullions per RFI#249.1			\$5,366.3
	<u>REASON:</u>	Accommodate field conditions			
	<u>REQUESTOR</u> :	District			
	TIME EXTENSION:	ADDS 28 calendar days			
2.0	DESCRIPTION:	Provide and install angle frame for revise cmu opening per RFI#165			\$8,162.5
	<u>REASON</u> :	Increase duct support size at cmu wall			
	REQUESTOR:	District			
	TIME EXTENSION:	ADDS 25 calendar days			
3.0	DESCRIPTION:	Cut 2 inches off stiffener plate per RFI#299.3			\$1,044.8
	<u>REASON</u> :	Allow bldg column to be set in place			
	<u>REQUESTOR</u> :	District			
	TIME EXTENSION:	ADDS 15 calendar days			
4.0	DESCRIPTION:	Cut precast treads and weld to stair #1 Backcharge to ACI			\$7,059.7
	<u>REASON</u> :	Modify precast treads for installation			
	<u>REQUESTOR</u> :	District			
	TIME EXTENSION:	ADDS 21 calendar days			
5.0	DESCRIPTION:	Remove and relocate installed embed at correct location Backcharge ACI			\$6,453.7
	<u>REASON</u> :	Allow structural steel beam to be installed			
	<u>REQUESTOR</u> :	District			
	TIME EXTENSION:	ADDS 60 calendar days			

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C	HANG	SE ORDER		Santiago Com Iroadway, Santa		-	
Project:	New Science Build Canyon College	ing (Bond Funded Portion) at Santiago	Bid No. D.S.A. N	1066 o.	P.O. #	08-BP00 7803	0204
Contractor:	McMahon Steel Co	ompany Inc		Order No.			
Architect:	LPA, Inc.		Date:	November 1	8, 2010		
ITEM NO.	EXPLANATION:			CREDIT		EXTRA	
6.0	DESCRIPTION:	Repair stair #1 per RFI#247 Backcharge ACI					\$9,026.62
	<u>REASON</u> :	Mishandling of stair #1					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS 60 calendar days					
7.0	DESCRIPTION:	8 additional tube steel required per CCD#5					\$12,705.02
	<u>REASON</u> :	Added support to curtain wall system					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS 71 calendar days					
		Sub-Total		\$0.00		4	649,818.81
		Total				\$	49,818.81

# BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees Date: Decer	nber 6, 2010
Re:	Approval of Change Order #1, Bid #1066 – Structural Steel for the Scient (State Portion) at Santiago Canyon College	nce Building
Action:		

# BACKGROUND:

On December 10, 2007, the Board awarded a contract to McMahon Steel, Inc. for Bid #1066, structural steel for the Science Building at Santiago Canyon College.

# ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$48,191.95 and adds an additional 280 days to the length of the contract. The revised contract amount is \$2,272,391.95. 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 2.2% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

## **<u>RECOMMENDATION</u>**:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1066 for McMahon Steel, Inc., structural steel for the Science Building (State Portion) at Santiago Canyon College as presented.

Fiscal Impact:	\$48,191.95	Board Date: December 6, 2010
Prepared by:	Darryl A. Odum, Director, Di	strict Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chance	ellor, Business Operations/Fiscal Services
Recommended by:	Dr. Raúl Rodriguez, Chancell	or

Board 197

СН	Rancho Santiag 2323 N. Broadw	-	,	Ç.	
	New Science Building (State Funded Portion) at Santiago Canyon College	Bid No. 1 D.S.A. No.	1066	P.O. # 04-10	08-BP000203
Contractor:	McMahon Steel Company Inc	Change Order	· No.	1	77804
Architect:	LPA, Inc.	Date: N	lovembe	er 18, 2010	)

SUMMARY OF CONTRACT PRICE						
Original Contract Amount	Original Contract Amount					
Previous Change Orders	\$0.00					
This Change Order	\$48,191.95					
Total Change Orders		\$48,191.95				
Revised Contract Amount		\$2,272,391.95				
Previous Time Extensions	0 calendar days					
Time Extension - This Change Order	280 calendar days					
Total Time Extensions		280 calendar days				
Original Completion Date		July 28, 2009				
Revised Contract Completion Date		May 21, 2010				
RSCCD Board Approval Date		December 6, 2010				

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum		
Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

С	HANC	GE ORDER		community College District anta Ana, CA 92706-1640
Project:	New Science Build Canyon College	ding (State Funded Portion) at Santiago	Bid No. 1066 D.S.A. No.	P.O. # 08-BP000203
Contractor	McMahon Steel C	McMahon Steel Company Inc		04-107804
Architect:	LPA, Inc.		Change Order No. Date: Novemb	1
ITEM NO.	EXPLANATION:		CREDIT	er 18, 2010
1.0	DESCRIPTION:	Provide labor to cut holes at 8 different structural steel beams	CREDIT	EXTRA \$9,420.16
	<u>Reason</u> :	Allow plumbing and fire sprinkler lines to be installed		
	<u>REQUESTOR</u> :	District		
	TIME EXTENSION:	ADDS 25 calendar days		
2.0	DESCRIPTION:	Relocate tube steel 8x6x1/2" at high roof		\$1,274.82
	<u>Reason</u> :	Conceal tube steel behind high roof framing		
	REQUESTOR:	District		
	TIME EXTENSION:	ADDS 20 calendar days		
3.0	DESCRIPTION:	Remove and re-install angle supports per RFI#185.1		\$8,794.83
	<u>Reason</u> :	Allow metal decking to be installed		
	<u>REQUESTOR</u> :	District		
	TIME EXTENSION:	ADDS 20 calendar days		
.0	Description:	Remove and re-install plates at high roof		\$1,168.71
	<u>REASON</u> :	Provide additional welding to support metal decking		
	<u>REQUESTOR</u> :	District		
	TIME EXTENSION:	ADDS 35 calendar days		

С	HANC	GE ORDER	Rancho Santiago Com 2323 N. Broadway, Santa	nmunity College District a Ana, CA 92706-1640
Project:	New Science Build Canyon College	ing (State Funded Portion) at Santiago	Bid No. 1066 D.S.A. No.	P.O. # 08-BP000203 04-107804
Contractor:	McMahon Steel Co	empany Inc	Change Order No.	1
Architect:	LPA, Inc.		Date: November	······································
ITEM NO.	EXPLANATION:		CREDIT	EXTRA
5.0	DESCRIPTION:	Rework 7 columns due to misplacement of anchor bolts per RFI#117 and 119R1 Backcharge ACI		\$15,354.74
	<u>Reason</u> : <u>Requestor</u> : <u>Time extension</u> :	Accommodate Field Conditions District ADDS 90 calendar days		
6.0	DESCRIPTION:	Provide additional column at stair #1		\$6,200.55
	<u>REASON</u> : <u>REQUESTOR</u> :	Column required additional support District		
	TIME EXTENSION:	ADDS 30 calendar days		
7.0	DESCRIPTION:	Remove and relocate 9 structural steel plates at stair #2		\$4,667.19
	<u>Reason</u> :	Accommodate 12" metal stud framing		
	REQUESTOR:	District		
	TIME EXTENSION:	ADDS 30 calendar days		
8.0	DESCRIPTION:	Weld new cap to screen wall at high roof		\$1,310.95
	<u>Reason</u> :	Protect roof from exposed weather and not allow the roof warranty to be voided		
	REQUESTOR:	District		
	TIME EXTENSION:	ADDS 30 calendar days		
		Sub-Total	\$0.00	D \$48,191.95
		Total	· · · · · · · · · · · · · · · · · · ·	\$48,191.95

# NO. \_\_\_\_\_

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

# BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees Date: December 6, 2010
Re:	Approval of Change Order #1, Bid #1139 – Electric for the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College
Action:	Request for Approval

# **BACKGROUND**:

On March 22, 2010, the Board awarded a contract to Dynalectric for Bid #1139, electric for the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College.

# ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$11,945.68. The revised contract amount is \$131,945.68. 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 9.9% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

# **<u>RECOMMENDATION</u>**:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1139 for Dynalectric, electric for the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	\$11,945.68	Board Date: December 6, 2010			
Prepared by: Darryl A. Odum, Director, District Construction and Support Server					
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Servic					
Recommended by:	Dr. Raúl Rodriguez, Chancellor				

6.16(1)

СН	IANGE ORDER	Rancho San 2323 N. Broo	tiago Con adway, San	1munity Coll ta Ana, CA	lege District 92706-1640
Project:	Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College	Bid No.	1139	<b>P</b> .O. #	10-BP000227
		D.S.A. No.		4-110	0566
Contractor:	Dynalectric	Change Ord	der No.	1	
Architect:	LPA, Inc.	Date:	Novemb	er 18, 2010	

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SUMMARY OF CONTRACT PRICE				
Original Contract Amount		\$120,000.00		
Previous Change Orders	\$0.00			
This Change Order	\$11,945.68			
Total Change Orders		\$11,945.68		
Revised Contract Amount		\$131,945.68		
Previous Time Extensions	0 calendar days			
Time Extension - This Change Order	0 calendar days			
Total Time Extensions		0 calendar days		
Original Completion Date		September 25, 2011		
Revised Contract Completion Date				
RSCCD Board Approval Date		December 6, 2010		

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum		
Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

С	HANC	GE ORDER		Santiago Comr Broadway, Santa		-
Project:	Santiago Canyon F Canyon College	Road Entry and Parking Lot at Santiago	Bid No. D.S.A. No	1139	P.O. # 4-110	10-BP000227
Contractor:	Dynalectric		Change C		1	
Architect:	LPA, Inc.		Date:	November 1		
ITEM NO.	EXPLANATION:			CREDIT		EXTRA
1.0	DESCRIPTION:	Terminate electrical power to existing communications vault				\$3,645.03
	<u>REASON</u> :	Allow new Landscaping to be Installed per the contract documents				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS 0 calendar days				
2.0	DESCRIPTION:	Install 45kv transformer and 100amp circuit breaker				\$8,300.65
	<u>REASON</u> :	Required voltage needed to power lighting at parking lot				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				
	••••••••••••••••••••••••••••••••••••••	Sub-Total		\$0.00		\$11,945.68
		Total				\$11,945.68

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# DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Plan Net Consulting Agreement	
Action:	Request for Approval	

# BACKGROUND

The Colleges and District Office are in need of a security surveillance system. This project will be completed in several phases. The first phase is an assessment and feasibility study to understand the entire District's requirements.

# ANALYSIS

A technology assessment and feasibility study for the deployment, and use of Video Surveillance across Rancho Santiago Community College District (RSCCD) facilities will include interviewing stakeholders to review and assess existing security video surveillance systems installed at District facilities. District locations under consideration include: Santa Ana College, Santiago Canyon College, Centennial and Orange Continuing Education Centers, the Digital Media Center, and the District Operations Center. This study will also identify and document functional requirements and options for security video surveillance system installations and upgrades. Finally, the assessment will define a schedule and budget cost estimates (capital and operational) and installation phasing for the deployment and/or upgrade of security video surveillance systems.

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve the consulting agreement from Plan Net Consulting in the amount of \$24,000 as presented.

Fiscal Impact:	\$24,000	Board Date: December 6, 2010
Prepared by:	Sylvia LeTourneau, Assistant Vice Cl Technology Services	nancellor of Information
Submitted by:	Peter Hardash, Vice Chancellor, Busin	ness Operations/Fiscal Services
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	





# **Rancho Santiago Community College District**

# **Technology Consulting Services**

# Security Surveillance System Assessment and Feasibility Study

November 16, 2010



PlanNet Consulting • www.plannet.net • 888-925-5551

November 16, 2010



Sylvia LeTourneau, Assoc. Vice Chancellor, ITS Rancho Santiago Community College District 2323 Broadway Santa Ana, CA 926

#### Subject: Security System Technology Assessment /Feasibility Study Consulting Proposal for District-Wide Security System Video Surveillance Assessment

Dear Sylvia:

Thank you for the opportunity to submit a proposal for technology consulting services for the above-referenced project.

### PROJECT OVERVIEW

PlanNet Consulting understands the project to be as follows:

- The project includes a scope of work for completing a Technology Assessment and Feasibility Study for the deployment and use of Video Surveillance across Rancho Santiago Community College District (RSCCD) facilities. The project will include the following efforts:
  - Work with RSCCD stakeholders to review and assess existing security video surveillance systems installed at District facilities. District locations under consideration include: Santa Ana College, Santiago Canyon College, Centennial and Orange Continuing Education Centers, the Digital Media Center, and the District Operations Center.
  - Work with RSCCD stakeholders to lead the effort of identifying and documenting functional requirements and options for security video surveillance system installations and upgrades.
  - Complete a schedule of budget cost estimates (capital and operational) and installation phasing for the deployment and/or upgrade of security video surveillance systems.
- The anticipated project schedule would anticipate a January 2011 start date and schedule of approximately 4-6 weeks in duration.
- Once the District has evaluated the phasing and deployment recommendations and adopted a rollout strategy, PlanNet will provide a follow-on proposal to address next steps:
  - Security Video Surveillance System Design and Bid Documents
  - o Bid Support and Bid Review Efforts
  - o Surveillance Systems Implementation Oversight and Final Acceptance

Rancho Santiago Community College District Proposal for Security Assessment and Feasibility Study November 16, 2010 Page 3 of 9

### SCOPE of WORK

RSCCD requires independent expertise to work with District staff to evaluate existing security video surveillance system installations, identify surveillance system requirements and plan for appropriate system upgrades and installations. It is to this end that we propose the following scope of work and deliverables:

#### 1. District Security Video Surveillance System and Infrastructure Assessment

- 1.1. Conduct two (2) working session meetings with project stakeholders (i.e. IT, Security and Facilities) to review existing district security video surveillance systems and infrastructure. PlanNet will create a Request for Information document and submit to RSCCD stakeholders in advance of the work sessions. We will also use the recent assessment report by The Wright Group submitted April 2010 as a basis for much of the current state analysis.
- 1.2. Obtain existing video surveillance system documentation and district standards for review.
- 1.3. Complete a site walk to review existing infrastructure and video surveillance system installations at each District site including: Santa Ana College, Santiago Canyon College, Centennial and Orange Continuing Education Centers, the Digital Media Center, and the District Operations Center. The Criminal Justice Training Facility, the Orange County Regional Fire Training Center, and the Orange County Sheriff's Regional Training Academy are not considered in scope for this project.
- 1.4. Develop a Summary and Recommendations Document which will include a high level campus security infrastructure design and system summary and a suggested infrastructure and network topology design to support an upgraded or new video surveillance system. We are not anticipating producing an overall campus network design or drawings for this scope of work.

### 2. Feasibility Study for Security Video Surveillance System (Study, Phasing and Budgets)

- 2.1. PlanNet will conduct up to three (3) meetings with project stakeholders to discuss Assessment findings, to review security system design options, deployment phasing strategies and system budget cost estimates.
- 2.2. PlanNet will document security system video surveillance design recommendations and options in the Feasibility Study. The document will identify system functional and operational requirements that meet District needs as identified during the assessment efforts. The document will address design options associated with campus standards, potential risks, budget impacts, concerns and viable recommendations for security surveillance systems.
- 2.3. PlanNet will compile budget cost estimates for the deployment of video surveillance system solutions as identified in the draft Feasibility Study document. Budgets will include both systems and operational costs.
- 2.4. A phasing strategy for the deployment of the video surveillance system will be included in the Feasibility Study to identify deployments based on District priorities, budgets and risks.
- 2.5. PlanNet will present Feasibility Study findings to District Stakeholders once the Final Draft document has been approved.

### 3. Deliverables

- 3.1. Project Management documents, including: Project Plan, Project Schedule, Project Directory, Meeting Agendas, Meeting Notes and Status Reports
- 3.2. Assessment Document. Draft, Final Draft and Final issues.

Rancho Santiago Community College District Proposal for Security Assessment and Feasibility Study November 16, 2010 Page 4 of 9

3.3. Feasibility Document with phasing and budget estimates. Draft, Final Draft and Final issues.

#### ASSUMPTIONS

PlanNet's Scope of Work and fees are based upon the following assumptions:

- 1. PlanNet efforts of District site reviews of security systems and infrastructure installations will be completed over two consecutive days. PlanNet will be accompanied by District representatives that are familiar with existing system installations and have access to system installations.
- 2. The Assessment and Feasibility document review is limited to a total of two (2) reviews and updates, anticipating a draft, final draft and final deliverable for each work effort.
- 3. PlanNet assumes that District stakeholders are readily available for meetings and will provide documents and information (e.g., As-Builts and CAD backgrounds) in a timely manner.
- 4. The Assessment and Feasibility efforts will be completed in approximately six weeks. A longer schedule may result in additional fees.

### PROJECT STAFFING

PlanNet has assembled a highly skilled and experienced project team. All of the PlanNet team members are full-time employees, local and have available capacity to complete the work.

Resumes for the team are provided in the appendices of this proposal.

#### Project Team Summary

- Mark Berg, Project Principal and Sr. Communications Consultant. Mark has over 15 years of consulting, information systems and data communications experience, with a primary emphasis on communications technology including: data networks, voice systems, information security, and technology infrastructure projects.
- Karl von der Linden, Project Manager and Sr. Consultant. Karl has over 15 years of technology programming, project management and technical design experience. Karl has designed and managed the implementation of security systems, data center, structured cabling, information systems and audiovisual systems.
- **Tony Gregg, Sr. Security Consultant:** Tony has over 25 years of experience in the electrical, low voltage, electronic and security industries in engineering and design, technical, operations leadership, project management, training and business development roles.

Rancho Santiago Community College District Proposal for Security Assessment and Feasibility Study November 16, 2010 Page 5 of 9

### **PROJECT FEES AND EXPENSES**

PlanNet will conduct this project on a fixed fee basis of \$24,000 broken out as follows:

TECHNOLOGY CATEGORY	FIXED FEE
System and Infrastructure Assessment	\$11,500
Feasibility Study, Phasing and Budget Estimates	\$ 12,500
Total	\$24,000

Fees and expenses for the all approved services will be invoiced monthly, with expectation of payment within Thirty (30) calendar days after receipt of our invoice.

Expenses such as local mileage, delivery, plotting and drawing copying will be re-billed at our cost.

### ACCEPTANCE

If you are in agreement with the scope and fees associated with this proposal, please indicate so signing in the space provided below and returning this document to us.

We very much appreciate the opportunity to possibly work with the District on this project.

Sincerely,

Mark Bay

Mark Berg Communications Technology Senior Consultant

Agreed for Rancho Santiago Community College District by:

Signature

Print Name and Title

Date

Rancho Santiago Community College District Proposal for Security Assessment and Feasibility Study November 16, 2010 Page 6 of 9

# **COMPANY BACKGROUND**

1. Firm Name: PlanNet Consulting, LLC

#### 2. Professional History

PlanNet Consulting was founded in 2001 and quickly gained a reputation as a technology consulting expert and leader in the following areas:

- Physical Security
- Physical Infrastructure
- Data Center
- Communications Technology
- Audio Visual and Multimedia

PlanNet is comprised of seasoned senior professionals with extensive communications systems and infrastructure experience in client, vendor and consulting environments. This breadth of expertise and familiarity with all of the major communications technologies disciplines – voice, data, video and infrastructure – enables us to take a more well-rounded global view of projects.

This approach has enabled us to become the largest independent communications technology consulting firm on the West Coast.

The firm is independent, with no professional partnerships or alliances that require the firm to sell or market other companies' products or services. In today's technology consulting landscape, this approach makes us different because so many consulting firms and systems integrators have created partnerships with product vendors. We recognize the need for product independence during product selection and implementation phases, which is why we've chosen not to have vendor partners

#### 3. Full-Time Employees: 30

#### 4. Business Locations:

- 2850 Saturn St. Suite 100 Brea, CA 92821
- 6320 Canoga Ave. Suite 450 Woodland Hills, CA 91367
- 60 East Rio Salado Parkway, Suite 900 Tempe, AZ 85281

This project will be primarily supported out of the Brea office which has twenty full time employees.

#### 5. Annual Consulting Revenues 2005 – 2009

2005: \$4.9 M 2006: \$6.4 M 2007: \$8.8 M 2008: \$7.9 M 2009: \$7.25 M Rancho Santiago Community College District Proposal for Security Assessment and Feasibility Study November 16, 2010 Page 7 of 9

### 6. Professional Affiliations:

- Society of Telecommunications Consultants (STC)
- Project Management Institute (PMI)
- BICSI,
- 7x24 Exchange
- The Uptime Institute
- The Green Grid
- AFCOM
- ASHRAE
- Data Center Dynamics
- TIA/EIA
- IEEE
- Infocomm Independent Consultants in Audiovisual Technology (ICAT) Council
- The Society of Motion Picture Television Engineers (SMPTE)
- The Audio Engineering Society (AES)
- The Acoustical Society of America (ASA)
- Synergetic Audio Concepts (SAC)

# **PROJECT DESCRIPTIONS/REFERENCES**

### 1. Los Angeles Mission College

Sylmar, California

PlanNet Consulting was contracted to design a campus-wide integrated security system that includes CCTV, access control, intrusion detection, and emergency communications. System priorities included CCTV in the parking structure and implementing electronic access control in priority areas instead of a total campus retrofit.

Design and Construction of the Security Systems includes the following buildings and structures:

- Campus Services Building
- Campus Center Building
- Sheriff's Station
- Instructional/Administration Building
- Learning Assistance Building/Library Building
- Collaborative Studies Building
- Parking Structure A
- Site Infrastructure Wiring and Cabling from Point of Connection
- All Temporary Modular Structures Campus Wide (estimate of 7-8 buildings)
- Health & PE Building

Rancho Santiago Community College District Proposal for Security Assessment and Feasibility Study November 16, 2010 Page 8 of 9

# 2. University of California, Riverside Riverside. CA

PlanNet Consulting provided physical security consulting services for University of California, Riverside's Commons Expansion Project which consists of Security Systems Planning, Design, Construction Documents and Bid Package Development. The project will cover approximately 50,000 square feet in which we are implementing Access control, CCTV, and Intrusion detection for a new facility that will be integrated into the existing campus security system.

### 3. Arizona State University

Phoenix, Arizona

PlanNet Consulting completed work on a project with American Campus Communities to provide technology consulting services for a residential development project at Arizona State University. The project entails the development of student housing in eight buildings accommodating 1,570 beds, and will also include a Community Center, Sales Office, Retail space and a 4-story parking garage. PlanNet provided technical expertise for the security and access control systems, as well as the cabling, voice and data network infrastructures.

### 4. The Walt Disney Company

PlanNet has been assisted Disney with several projects to provide Security consulting service. These include:

- GC-3 Campus PlanNet provided security and audiovisual design for Disney's GC-3 campus in Glendale totaling 350,000 SF of space.
- Childcare Resources Building PlanNet provided security and structured cabling design for renovation of a building on the Burbank lot.
- Image Movers Digital is a division of the Walt Disney Company that produces stop capture animation motion pictures. PlanNet was retained to provide design services for the new 6,000 SF data center, security and structured cabling for the entire facility.
- Multiple Facilities Projects IT infrastructure, audiovisual and security consulting and design for hundreds of thousands of square feet for Disney facilities on and off the Burbank lot.
- Disney U.S. Data Centers PlanNet was retained to develop security and infrastructure standards for current and future Disney data centers in the United States.

### 5. DTS, Inc.

Calabasas, California

DTS's Digital Theater System(s) is a multichannel digital surround sound format used for both commercial/theatrical and consumer grade applications including in-movie sound on film and on DVD, and CD.

PlanNet provided consulting services for DTS's new 80,000 square foot headquarters which included a data center and test labs. PlanNet's services include design and project management for all low-voltage technology, including Security Systems, voice/data/video cabling, Audiovisual infrastructure and Audiovisual systems.

Rancho Santiago Community College District Proposal for Security Assessment and Feasibility Study November 16, 2010 Page 9 of 9

# 6. Americana at Brand

Glendale, CA

The Americana at Brand is a \$300-350 million urban in-fill mixed-use development set on 15.5 acres in the heart of Glendale. Bounded by Brand Blvd., Central Avenue and Colorado Street, the development features 475,000 square feet of retail comprised of 75 shops and boutiques, an 18-plex cinema and a variety of casual and fine dining options, and offers 238 apartments and 100 condominiums, luxury residences. PlanNet provided consulting, design and project management services for security, voice/data/video cabling, parking controls, access control and data networking.

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

# **DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of CMAS Contract to Mohawk Resources, Ltd.	
Action:	Request for Approval	

# BACKGROUND

The Santa Ana College Automotive Technology Program provides state-of-the-art education and training to hundreds of students annually. The existing wheel alignment equipment does not meet industry standards and is environmentally unfriendly. New equipment is needed to properly educate students for future employment in automotive dealerships and independent shops. Some of the new equipment will replace existing equipment to update an existing machine. This newer version of the Hunter Engineering equipment will allow connection to a large television for easier student viewing. The funding for this equipment is coming from the CTEA (Career Technical Education Act) grant.

The Automotive Technology Program would like to purchase the equipment from Mohawk Resources Ltd. by utilizing California Multiple Award Schedule (CMAS) Contract #4-04-49-0002B. In order to utilize this contract, Board approval is required.

# **ANALYSIS**

The Mohawk Resources/Hunter Engineering brand has the largest (70%) share of equipment used in dealerships and independent shops. Their equipment is well designed and constructed, dependable, safe and comes with a good warranty. The local Hunter sales and service representatives are very good and respond quickly to questions and issues.

The CMAS contract offers a variety of items and will be used for this procurement as well as any future purchases. The CMAS discounts range from 7.08% to 22.75% off the manufacturer's list price. This particular purchase reflects a 22.75% discount on a majority of the items. This contract is in accordance with the terms and conditions negotiated by the State and meet all legal requirements allowing California community colleges to purchase and is in effect through June 30, 2013. The complete contract is available for review in the Purchasing Department.

# RECOMMENDATION

It is recommended that the Board of Trustees approve the District's use of CMAS Contract #4-04-49-0002B, including renewals and extensions awarded to Mohawk Resources Ltd. as presented.

Fiscal Impact:	\$99,783.14	Board Date: December 6, 2010	
Prepared by: Tracey Conner-Crabbe, Director of Purchasing Services			
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services			
Recommended by: Dr. Raúl Rodriguez, Chancellor			
msc/12-6-10 Board			



State of California • Arnold Schwarzenegger, Governor State and Consumer Services Agency

DEPARTMENT OF GENERAL SERVICES

Procurement Division

707 Third Street • West Sacramento, CA 95605 • (916) 375-4400 • Fax (916) 375-4505 • www.pd.dgs.ca.gov

September 29, 2008

#### AWARD OF RENEWAL CONTRACT MOHAWK RESOURCES, LTD. CMAS Contract Number 4-04-49-0002B, Supplement No. 1

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) contract for the term identified on page one of the contract. The contract has been awarded the same contract number as the original CMAS contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm.

Agencies may procure their products and/or services from your firm during the term of this contract. This acceptance letter, the attached CMAS contract pages including ordering instructions and special provisions as well as CMAS Terms and Conditions, and the applicable product/services catalog or listing shall be considered part of the CMAS contract.

It is your firm's responsibility to furnish, upon request, copies of the CMAS contract to state and local agencies. A complete CMAS contract includes the following: 1) CMAS cover pages (signature page, ordering instructions and special provisions as prepared by the CMAS Unit), Std. 204 Payee Data Record, and any attachments or exhibits as prepared by the CMAS Unit, 2) CMAS Terms and Conditions,

3) Federal terms and conditions, and 4) product/service listing and prices. <u>The CMAS Unit strongly</u> recommends to all government agencies to place orders with suppliers who provide ALL of the contract elements described above.

Contractors are required to submit a quarterly report (refer to CMAS Terms and Conditions, General Provisions) to DGS Procurement Division, CMAS, 707 Third St., 2<sup>nd</sup> Floor, MS 202 West Sacramento, CA 95605-2811, Attention: Quarterly Report Processing. A separate report is required for each contract, as differentiated by alpha suffix and shall include the activity of the contractor's authorized CMAS resellers when applicable. This report is required within two weeks after the end of March, June, September, and December of each calendar year. Copies of local government agency purchase orders must accompany the CMAS quarterly report. A report is required even when there is no activity.

# THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q3-2008 (JULY-SEPTEMBER), DUE BY OCTOBER 15, 2008.

If your firm has an electronic Bulletin Board System (BBS) available to state departments for on-line inquiry of current catalog or listing updates, or your catalog(s) or listing(s) are available on CD ROM, please inform our agencies of how they may avail themselves of these options.

We remind you that prior approval is required from the state for all news releases regarding this contract. Also, it is not acceptable to include any products or services on CMAS which are not approved for the federal GSA award schedule (or other base contract) referenced in your CMAS contract.

Should you have any questions, please contact me at 916/375-4387.

JYOTI PATEL, Program Analyst California Multiple Award Schedules Unit

Attachment



Department of General Services Procurement Division 707 Third Street, 2<sup>nd</sup> Floor, MS 202 West Sacramento, CA 95605-2811

# State of California MULTIPLE AWARD SCHEDULE SUPPLEMENT NO. 1 Mohawk Resources, Ltd.

4-04-49-0002B - Brand-Mohawk Automotive- Equip Lift-Service Automobile Lift-Service Heavy Duty Lift-Service Truck Truck Maint Repair Shop-Equip

(Above descriptions for marketing purposes only. Review contract for products/services available.)

CONTRACT NUMBER: 4-04-49-0002B

CMAS TERM DATES: 9/29/2008 through 9/30/2013

DISTRIBUTION: STATEWIDE

NOTICE: Products and/or services on this CMAS contract may be available on a mandatory Strategically Sourced (CSSI) Contract. If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the CSSI Contract User instructions. Information regarding CSSI contracts can be obtained at the website: <a href="https://www.pd.dgs.ca.gov/stratsourcing">www.pd.dgs.ca.gov/stratsourcing</a>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 09-30-13. In addition, this supplement replaces in its entirety Mohawk Resources, Ltd.'s existing California Multiple Award Schedule (CMAS) that expires on 09-30-08. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated July 2006, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

\_\_\_\_\_Effective Date: 09/29/2008 JYOTI PATEL, Program Analyst, California Multiple Award Schedules Unit

6.18 (3)



# EQUIPMENT PROPOSAL / SALES AGREEMENT

Prepared on 11/9/2010

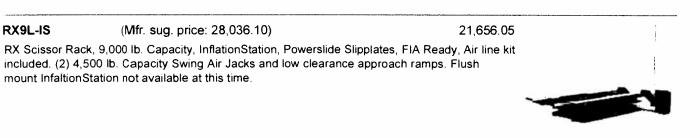
#### Submitted to:

Tracey Conner-Grabbe Santa Anna College 1530 West 17th St. Santa Anna, CA 92706-3398 (714) 564-6664 Fax (714) 564-6158

### Quoted through:

MOHAWK RESOURCES LTD P.O. Box 110 Amsterdam, NY 12010 Mitch Weller 800-833-2006 X33 Fax: 518-842-1289 mweller@mohawklifts.com





20-2336-1 (Mfr. sug. price: 3,000.00) Powerslide Turnplates, Low-Friction, Stainless Steel with bridge. 2,317.30

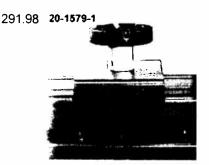


**20-2173-1** (Mfr. sug. price: 1,500.00)

Alignment Rack Lighting Kit - (4 light kit) Lighting turns on and off automatically as rack is raised or lowered. (For closed power unit consoles produced after 11-4-07)



**20-1579-1** (Mfr. sug. price: 378.00) Center Lift Jack Adaptor for Swing Air jacks, includes clip-on storage tray.



20-1403-1(Mfr. sug. price: 217.00)Jack Riser Kit. Adds 4" to lifting capability of jack. Two risers included.	167.62	
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This proposal is good through 12/9/2010 Proposal includes installation and on-site training by a Hunter Technical Representative.	Product SubTotal	\$25,591.60
Electrical and compressed air connections to equipment are not included on this quotation.	+ state tax	\$2,239.27
Estimated delivery: 3 Weeks ARO		
Purchased through: CALIFORNIA STATE CONTRACT CMAS Contract #4-04-49-0002B Dated: 4/29/2004 - 9/30/20	Total this quotation	\$27,830.87
PROPOSAL # 110910-2		
Mohawk Resources Ltd is the Vendor of Record for the above contract.		
Freight is included in the price.		
If you have any technical questions, please contact Herb Rauch of Hunter Engineering at 951-837-7933.		
If you have any questions regarding this quote or if you would like to place an order, please contact Mitch Weller of Mohawk Resources at		

if you would like to place an order, please contact Mitch Weller of Mohawk Resources at 800-833-2006, ext 33. mweller@mohawklifts.com Page 2

Items on this quote:			
1	RX9L-IS	21,656.05	
1	20-2336-1	2,317.30	
1	20-2173-1	1,158.65	
1	20-1579-1	291.98	
1	20-1403-1	167.62	

Accepted by:	
Position:	
Date:	
Method of payment (lease or cash):	
Purchase order number:	

# Prepared by:

Mohawk Resources LTD Mitch Weller Ext. 33 PO Box 110 Amsterdam, NY 12010 800-833-2066 Fax 518-842-1431 mweller@mohawklifts.com

# MOHAWK LIFTS



# EQUIPMENT PROPOSAL / SALES AGREEMENT

Prepared on 11/9/2010

# Submitted to:

Tracey Conner-Grabbe Santa Anna College 1530 West 17th St. Santa Anna, CA 92706-3398 (714) 564-6664 Fax (714) 564-6158

#### Quoted through:

MOHAWK RESOURCES LTD P.O. Box 110 Amsterdam, NY 12010 Mitch Weller 800-833-2006 X33 Fax: 518-842-1289 mweller@mohawklifts.com



#### **RX12XL-IS** (Mfr. sug. price: 32,740.70)

RX Scissor Rack, Long Deck, 12,000 lb. Capacity, InflationStation, Powerslide Slipplates, FIA Ready, Air line kit included. (2) 6,000 lb. Capacity Swing Air Jacks and low clearance approach ramps.

20-2336-1 (Mfr. sug. price: 3,000.00) Powerslide Turnplates, Low-Friction, Stainless Steel with bridge. 2,317.30

25,290.02



**20-2173-1** (Mfr. sug. price: 1,500.00)

Alignment Rack Lighting Kit - (4 light kit) Lighting turns on and off automatically as rack is raised or lowered. (For closed power unit consoles produced after 11-4-07)



**20-1403-1** (Mfr. sug. price: 217.00) Jack Riser Kit. Adds 4" to lifting capability of jack. Two risers included.



#### Page 2

This proposal is good through 12/9/2010	Product SubTotal	\$28,933.59	
Proposal includes installation and on-site training by a Hunter Technical Representative.			
Electrical and compressed air connections to equipment are not included on this quotation.	+ state tax	\$2,531.69	
Estimated delivery: 3 Weeks ARO			
Purchased through: CALIFORNIA STATE CONTRACT CMAS Contract #4-04-49-0002B Dated: 4/29/2004 - 9/30/20	Total this quotation	\$31,465.28	
PROPOSAL # 110910-3			
Mohawk Resources Ltd is the Vendor of Record for the above contract.			
Freight is included in the price.			
If you have any technical questions, please contact Herb Rauch of Hunter Engineering at 951- 837-7933.			
If you have any questions regarding this quote or if you would like to place an order, please contact Mitch Weller of Mohawk Resources at 800-833-2006, ext 33. mweller@mohawklifts.com			

Items	on this quote:		
1	RX12XL-IS	25,290.02	
1	20-2336-1	2,317.30	
1	20-2173-1	1,158.65	Accepted by:
1	20-1403-1	167.62	
			Position:

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

Method of payment (lease or cash):\_\_\_\_\_

Purchase order number:\_\_\_\_\_

#### *Prepared by:* Mohawk Resources LTD Mitch Weller Ext. 33 PO Box 110 Amsterdam, NY 12010 800-833-2066 Fax 518-842-1431 mweller@mohawklifts.com





# EQUIPMENT PROPOSAL / SALES AGREEMENT

Prepared on 11/9/2010

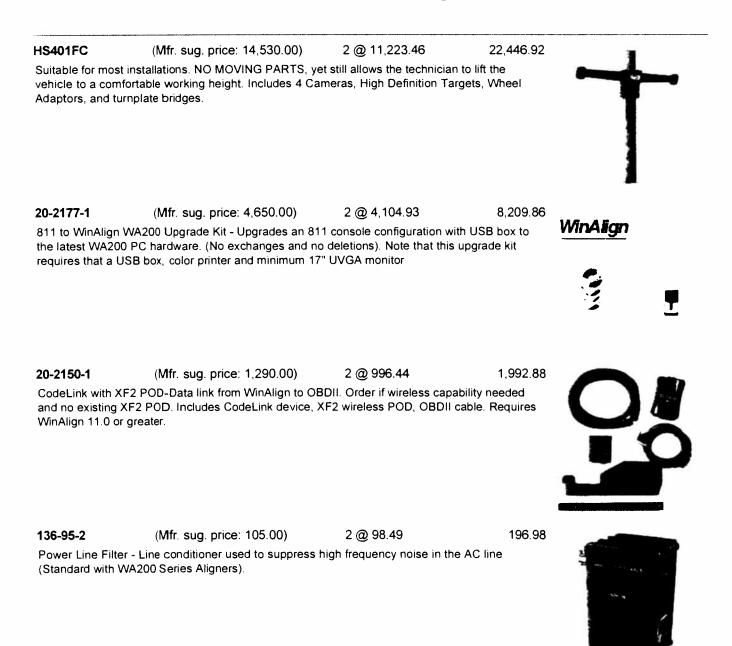
Submitted to:

Tracy Conner\_Crabbe Santa Anna College 1530 West 17th St. Santa Anna, CA 92706-3398 (714) 564-6664 Fax (714) 564-6158

#### Quoted through:

MOHAWK RESOURCES LTD P.O. Box 110 Amsterdam, NY 12010 Mitch Weller 800-833-2006 X33 Fax: 518-842-1289 mweller@mohawklifts.com





Page 2

#### 540.70 (Mfr. sug. price: 350.00) 2 @ 270.35 20-2050-1

HS401 and DSP600 Live Ride Height Targets - For use with all HS401 and DSP600 sensors. Includes four Live Ride Height Targets and 20 adhesive strips. (Requires WinAlign 9.0 or greater) Note-Included with WA200 premium aligners.

#### 20-1789-1

(Mfr. sug. price: 1,350.00)

Adaptor - Tire Clamp Adaptor - (set of four) Compatible only with 175-321-1 and 175-325-1 selfcentering adaptors. Grips tire tread. (21" - 40" Tire O.D.)

#### 20-1978-1

(Mfr. sug. price: 224.00)

Adaptor - Wheel Off Adaptor - (set of two) Allows faster and accurate alignment adjustments by removing the wheel and attaching the sensor directly to the lugs. Includes 2 Wheel Off Adaptors 175-376-1. (Requires WinAlign# 9.0)

#### 30-418-1 (Mfr. sug. price: 1,850.00)

Plus Cordless Remote Indicator (LED) - For Series 811 and WA Aligners. Records tire pressure, tread depth, ride height and measures tire temperature and frame angle. Includes Tire Temperature Probe. Requires XF2 Pod Kit, 20-2072-1 and WinAlign# 9.0. \*

#### 30-421-1 (Mfr. sug. price: 1,550.00)

1,197.27

Icon Cordless Remote Indicator - New style cordless remote indicator for 611 with USB support, Series 811, PA, and WA Aligners. Requires XF2 Pod Kit, 20-2072-1. XF2 Pod shipped standard with DSP500 Cordless Sensors after 6-27-06.













173.03

1.042.78



This proposal is good through 12/9/2010	Product SubTotal	\$37,229.42
Proposal includes installation and on-site training by a Hunter Technical Representative.		
Electrical and compressed air connections to equipment are not included on this quotation.	+ state tax	\$3,257.57
Estimated delivery: 3 Weeks ARO		
Purchased through: CALIFORNIA STATE CONTRACT CMAS Contract #4-04-49-0002B Dated: 4/29/2004 - 9/30/20	Total this quotation	\$40,486.99
PROPOSAL # 110910-1		
Mohawk Resources Ltd is the Vendor of Record for the above contract.		
Freight is included in the price.		
If you have any technical questions, please contact Herb Rauch of Hunter Engineering at 951- 837-7933.		
If you have any questions regarding this quote or if you would like to place an order, please contact Mitch Weller of Mohawk Resources at 800-833-2006, ext 33. mweller@mohawklifts.com		

Items	on this quote:		
2	HS401FC	22,446.92	
2	20-2177-1	8,209.86	
2	20-2150-1	1,992.88	Accepted by:
2	136-95-2	196.98	
2	20-2050-1	540.70	
1	20-1789-1	1,042.78	Position:
1	20-1978-1	173.03	
1	30-418-1	1,429.00	Date:
1	30-421-1	1,197.27	
			Method of payment (lease or cash):
			Purchase order number:

*Prepared by:* Mohawk Resources LTD Mitch Weller Ext. 33 PO Box 110 Amsterdam, NY 12010 800-833-2066 Fax 518-842-1431



# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

# **DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Foundation for California Communit	y Colleges Office Supplies Contract
Action: Request for Approval		

# **BACKGROUND**

On March 27, 2006, the Board of Trustees approved the use of the Foundation for California Community Colleges (FCCC) Contract #P106 for office products from Office Depot, Inc. The contract allowed departments to order supplies on the Internet web system on an as needed basis at substantial discounts. It also provided the capability of checking stock, browsing the catalog for new products, accessing contract pricing, and checking on backorders, while still under the direction of the Purchasing Department. Utilizing the online ordering system reduced the amount of time needed to process purchase orders and receive the items as well as reducing the number of deliveries made by the warehouse staff. The contract expired in October 2010.

# **ANALYSIS**

The FCCC recently awarded a new competitively-awarded-piggybackable contract to Office Depot from Bid #10-003, for use by California community colleges including other California public agencies and US public agencies for the procurement of office supplies.

The contract offers the same online ordering system, over 800 core items and competitive pricing ranging from 25% to 84% off list price. Also, by signing the Participation Agreement, the District will be qualified for an annual 1% rebate and up to 50 items selected by the District to be added to the core list. This contract meets the legal requirements to piggyback, set forth in Public Contract Code #20652. The term of the contract is three years with two one-year term renewals.

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve the District to piggyback on the Foundation for California Community Colleges Contract #CB10-108 from Bid #10-003 for Office Supplies to Office Depot Inc., as presented.

Fiscal Impact:	To Be Determined	Board Date: December 6, 2010
Prepared by:	Tracey Conner-Crabbe, Dir	ector of Purchasing Services
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by: Dr. Raúl Rodriguez, Chancellor		

Execution Copy



### FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES ADMINISTRATIVE SERVICES AGREEMENT

#### #CB10-108

This ADMINISTRATION AGREEMENT ("Agreement") is made this lst\_day of November. 2010 ("Effective Date"), between the Foundation for California Community Colleges ("Foundation") and Office Depot ("Supplier").

#### RECITALS

Foundation desires to have Office Depot ("Supplier") provide Office Supplies as described in Bid # 10-003, attached hereto as Exhibit I.

This Administration Agreement provides that any or all United States based, public agencies, public and private school districts, public and private colleges or universities, California Community Colleges or Foundation (collectively, "Participating Public or Private Agencies") may purchase Products at prices stated in the Bid # 10-003;

THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, Foundation and Supplier hereby agree as follows:

#### TERMS AND CONDITIONS

- 1. Supplier shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by Supplier as set forth in this Agreement.
- 2. Foundation shall perform all of its duties, responsibilities, and obligations as administrator of purchases under this Agreement as set forth herein, and Supplier hereby agrees that Foundation shall act in the capacity of administrator of purchases under this Agreement.
- 3. With respect to any purchases by Participating Public or Private Agencies pursuant to this Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier or such Participating Public or Private Agencies; (ii) shall not be obligated, liable or responsible for any order made by Participating Public or Private Agencies or any employee thereof under this Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Public or Private Agencies to comply

with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under this Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Public or Private Agencies or any employee thereof under this Agreement or the Agreement. Additionally, Foundation shall have the right to and full use of customer information and sales data from all purchases under this Agreement.

#### SPECIFIC PROVISIONS

- 4. Term: The Term of this Agreement will be for three (3) years, commencing on the date set forth in the Agreement and terminating three (3) years thereafter. Foundation, in its sole discretion, shall have the option to extend the Term for two (2) additional one (1) year Terms ("the Extended Terms') by written notice to Supplier not less than one (1) month prior to and not more than three (3) months prior to expiration of the Term or the first Extended Term, as applicable. If Foundation exercises its option for the Extended Terms, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of Foundation and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by Foundation to initiate a new Bid and subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at this Agreement expiration date.
- 5. **Termination**: Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
- Price Increases or Decreases: The unit price for core items listed in the Core List -6. Toner and Core List Supplies tabs of Exhibit A may be renegotiable annually. The adjustments (plus or minus) shall be based upon documented evidence of manufacturer's cost increases and decreases. Any price increase will be equal to or less than manufacturer's list adjustment. Price decrease will be equal to or greater than manufacturer's list price adjustment. The request for increase/decreases must be submitted in writing sixty (60) days prior to annual renewal date. The unit price for core items in the Core List - Paper tab of Exhibit A, can be negotiated throughout the year. but price adjustments are to be tied to an approved paper index similar to the RISI index or some other mutually acceptable statement which verifies price adjustments have hit the market place. A mutually acceptable proof of increase taking effect can be substituted for the index. Paper price increases will go into effect thirty (30) days after approved by the Foundation. Price adjustments to items covered in the Non Core Items list can be adjusted quarterly. Price increase/decrease notification must be submitted in writing and cannot go into effect until at least thirty (30) days after updated price lists have been made available to Participating Agencies.

- 7. Invoicing and Payment Terms: Invoices shall be directed to the individual Participating Agency that placed the order and must comply with specific requirements of each Participating Agency. Payment terms will be net 30.
- 8. **Price List:** The supplier shall promptly furnish all participating agencies with sufficient copies of up to date price lists. Price lists reflecting adjustments per terms of agreement must be made available to all participating agencies 30 days prior to effective date. Price lists are to be submitted directly to participating agencies purchasing department.
- 9. Substitutions: Suppliers will not be allowed to substitute product without prior review and approval of the Foundation. No substitutions of alternate items for products ordered are permitted without express prior written approval of the ordering participating agency. Notwithstanding the foregoing, noncore list products may be discontinued at any time, without prior notice to the Foundation.
- 10. Core List Adjustments: During the term of the contract, core items from the original list may need to be deleted or added. Any such additions or deletions, or substitutions to the original core list must have the prior approval of the Foundation.

#### **QUARTERLY FEES & REPORTING**

- 11. Supplier shall pay Foundation a quarterly administrative fee in the amount of two (2%) of the total "Spend" of Participating Public or Private Agencies under the awarded Bid and provide Foundation with an electronic accounting report, in a format prescribed by Foundation, summarizing all purchases under this Agreement. A sample of the reporting format is attached hereto as Exhibit II. Quarterly fees and reports shall be made with respect to all Spend pursuant to the Agreement for the applicable quarter. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. Foundation reserves the right, upon thirty (30) days advance notice to Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges. For purposes of this Agreement, "Spend" shall mean the cumulative paid-for purchases by all purchasers under this Agreement, net of discounts, returns and credits.
- 12. Supplier shall, at its expense, maintain an accounting of all purchases made by Participating Public or Private Agencies. Foundation, on behalf of Participating Public or Private Agencies, reserves the right to audit, at its expense, the accounting for a period of three (3) year from the date Foundation receives the accounting. In the event of such an audit, the requested non-cost and non-proprietary materials shall be provided at a mutually acceptable location. Supplier costs to provide requested materials are not billable to the Foundation. No more than one (1) audit per calendar year may be conducted by Foundation.

- 13. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in items 11 and 12 (15 calendar days of the end of each quarter for reports and 30 calendar days of the end of each quarter for administrative fees) shall be regarded as a material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of this Agreement at Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.
- 14. Foundation or its designee may, at Foundation's sole discretion, may compare Participating Public or Private Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, Foundation will notify Supplier in writing. Supplier will then have thirty (30) days from the date of such notice, or some other greater period of time as specified in the written notice by the Foundation, to resolve the discrepancy to Foundation's reasonable satisfaction. If Supplier does not so resolve the discrepancy, Foundation shall have the right to engage outside services ("Auditor") to conduct an independent audit of Supplier's quarterly reports. Foundation agrees to notify Supplier of the identity of the Auditor and allow Supplier five (5) business days to object, in writing, to the Auditor chosen by Foundation, which objection must contain a description of the grounds for objection. In the event Supplier makes a written objection, Foundation agrees to reconsider the identity of Auditor and to consider alternative auditors, including but not limited to, those proposed by Supplier. Supplier shall be obligated to reimburse Foundation's reasonable costs and expenses related to the audit.

#### PARTICIPATING AGENCY INCENTIVES

- 15. Orders in the amount of \$150 \$500 will receive a one-half percent (0.5%) discount. The discount will be applied at time of check out.
- 16. Supply Orders of less than \$50 will be assessed a \$5.95 delivery fee. Supply orders greater than \$50 will have no delivery fee. Additional delivery or assembly fees for furniture items may apply and would be quoted on a per order bases.
- 17. Participating Agencies who sign a Participation Agreement are eligible for the following additional incentives:
  - a. Annual Spend Rebate: provided such Participating Agency complies with the payment terms herein, Supplier shall pay to such Participating Agency a one percent (1%) Annual Spend Rebate. Rebates will be paid annually within thirty (30) days following Participating Agency's contract anniversary date.
  - b. Custom Core List. Participating Agencies will be able to work with Supplier to develop a customer core list of up to 50 items from those items in the BSD Catalog in circulation at the time that such Participating Agency creates its Custom Core List. Such Custom Core List shall contain items which are not already part of the contract core list, and which will be discounted at a level deeper than the contract non-core pricing. The Custom Core List shall be set as

mutually agreed upon in writing between each respective Participating Agency and Supplier, and may only be updated in writing (including via email). With the exception of paper and toner/ink items, Custom Core List pricing will be held firm for ninety (90) days from the Effective Date and thereafter, all Custom Core Lists will be updated at the end of each subsequent ninety (90) day period. Pricing for paper and toner/ink items on the Custom Core List will fluctuate with market conditions. In the event an item on a Custom Core List is discontinued by Supplier or its supplier, Supplier will use commercially reasonable efforts to provide an acceptable alternative product to such Participating Agency.

#### INSURANCE

- 18. Upon request within ten (10) days of the issuance of a Purchase Order or other similar instrument for the procurement of Office Supplies under this Agreement, the Supplier shall deliver to the agency issuing the Purchase Order or other similar instrument, Certificate(s) of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum coverage amounts in connection with any specific procurement of Office Supplies. In such event, such additional or different insurance requirements shall be noted in the Purchase Order or other instrument evidencing the procurement of Office Supplies, and Supplier shall comply with the same.
  - a. Workers' Compensation Insurance. Supplier for each procurement of Office Supplies shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
  - b. Commercial General Liability Insurance. Supplier for each procurement of Office Supplies shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons; damage to property; completed operations; and contractual liability. Minimum coverage amounts under each Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
  - c. Modifications; Cancellation; Additional Insured. Each Participating Agency procuring Office Supplies hereunder, and/or the Foundation, its officers. directors and/or employees, upon request shall be additional named insured to the Commercial General Liability insurance policies of the Supplier for each specific procurement of Office Supplies. Supplier will provide at least thirty (30) days advance written notice to the Foundation of any modification, cancellation or termination of the policy.

#### **GENERAL PROVISIONS**

- 19. Supplier shall perform its duties hereunder as an independent contractor and not as an employee. Neither Supplier nor any agent or employee of Supplier shall be or shall be deemed to be an agent or an employee of the Foundation and/or Participating Agency. Supplier shall pay when due all required employment taxes and income tax withholding including all federal and state income tax and local head tax on any monies paid pursuant to this Agreement. Supplier acknowledges that Supplier and its employees shall have no claim against Foundation hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment benefits, or employee benefits of any kind.
- 20. This Agreement, including exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. All terms of exhibits are incorporated by reference into this Agreement. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit, the terms contained in this Agreement will control. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party.
- 21. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California.
- 22. Any use of Foundation name or logo by the Supplier in marketing materials including but not limited to; press releases, print pieces, broadcast emails, and website postings requires prior review and written approval from Foundation.
- 23. This Agreement and Foundation's rights and obligations hereunder may be assigned, at Foundation's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform Foundation's obligations hereunder. This Agreement shall not be assignable by Supplier in whole or in part without the written consent of Foundation. For the purpose of this paragraph, Foundation will not unreasonably prohibit Supplier from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder
- 24. All reports, notices, and other written or electronic communications given hereunder shall be delivered by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

A. Foundation Foundation for California Community Colleges 1102 Q Street, Suite 3500 Sacramento, CA 95811 Attn: Executive Director, CollegeBuys Email: Jauintana@foundationccc.org

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B. Supplier
Office Depot, Inc.
6700 Automall Parkway
Fremont, CA 94538
Attn: Pat Welch, Regional Vice President

With a copy to: Office Depot, Inc. 6600 N. Military Trail Boca Raton, FL 33496 Attn: Office of the General Counsel

- 25. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality or unenforceability or if, that is not possible, such provision shall, to the extent of such invalidity, illegality or unenforceability or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent or continuing breach or default, and will not act to amend or negate the rights of the waiving party.
- 26. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.
- 27. General Indemnity. Supplier agrees to indemnify, defend and hold Foundation, and its directors, officers, agents and employees harmless from any and all losses, liabilities, third-party claims, demands, costs, expenses and damages, including reasonable attorneys' fees resulting from, arising out of, or connected with (a) the performance of services or omissions relating to same under this Agreement by Supplier, Supplier's employees, Supplier's subcontractors, or any person or entity for whom Supplier is responsible; and/or (b) any breach by Supplier of this Agreement.
- 28. This Agreement may not be effectively amended, changed, modified, altered, or terminated without the prior written consent of the parties hereto.
- 29. This Agreement shall inure to the benefit of and shall be binding upon Foundation, Supplier, and any successor and assign thereto subject, however, to the limitations contained herein.
- 30. In no event shall either party be liable for consequential, special, indirect, or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and Supplier has caused this Agreement to be executed in its name, all as of the date first above written.

**OFFICE DEPOT**, INC.

By:



FOUNDATION FOR/CALIFORNIA **COMMUNITY COLLEGES** By: Print Name: Title: Date: FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES CHIg By: \_

Print Name: Keetho Mills Title: CFO Date: 10-26-10

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### EXHIBIT III

#### PARTICIPATION AGREEMENT

This Participation Agreement ("Participation Agreement") is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2010 ("Effective Date") by and between \_\_\_\_\_\_\_\_ ("Member") and Office Depot, Inc., a Delaware corporation and/or its subsidiaries ("Office Depot") with principal offices located at 6600 North Military Trail, Boca Raton, FL 33496, and is part of and subject to that certain Administration Agreement, dated \_\_\_\_\_\_, 2010 ("Agreement"), by and between Office Depot and the Foundation for California Community Colleges ("Foundation)".

WHEREAS, Office Depot wishes to provide to Member products and/or services subject to the Agreement and as set forth herein;

WHEREAS, Member desires to obtain such products and/or services from Office Depot as the primary supplier subject to the Agreement and as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

#### 1. PRICING.

Office Depot agrees to supply to Member those office products and services as set forth in the Agreement.

#### 2, ADDITIONAL MEMBER BENEFITS.

Upon execution of this Participation Agreement, Member will receive the additional benefits of:

- a. Provided such Member complies with the payment terms set forth in the Agreement, Office Depot shall pay to Member a one percent (1%) annual Spend (as such term is defined in the Agreement) rebate. Rebates will be paid annually within thirty (30) days following Member's contract anniversary date.
- b. Option to receive a member-defined custom core up to fifty (50) additional items

#### 3. TERM AND TERMINATION.

This Participation Agreement will be effective for the Term as set forth in the Agreement. Either party may terminate this Participation Agreement without cause by providing the other party with thirty (30) days prior written notice.

#### 4. PAYMENT TERMS.

Office Depot shall submit to Member on a monthly basis an invoice for all purchases. Invoices are due thirty (30) days from the date of invoice, and invoices not paid within thirty (30) days shall bear interest at the rate of 1.5% per month or the maximum amount allowed under law, whichever is less, from the due date of the invoice.

Office Depot shall have the right to establish the credit limit of Member and Office Depot shall have the right to lower such credit limit or refuse to ship any orders if at any time; (a) Member is delinquent in making payments to Office Depot; or (b) in Office Depot's reasonable opinion, Member's credit standing becomes impaired or reasonably unsatisfactory to Office Depot.

#### 5. NOTICES.

All notices, requests, demands and other communications under this Participation Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

If to Office Depot:	Office Depot, Inc.
	Attn:, Vice President
With a copy to:	Office Depot, Inc.
	6600 N. Military Trail
	Boce Raton, Florida 33496
	Attn: Office of the General Counsel
With a copy to:	Foundation for California Community Colleges
	1102 Q Street, Suite 3500
	Sacarmento, California 95811
	Attn: CollegeBuys Program - OD
If to Member:	
	Attn:

#### 6. ASSIGNMENT.

Neither party may assign this Participation Agreement without the prior written consent of the other party.

#### 7. ATTORNEYS' FEES.

In the event of any litigation between the parties hereto with respect to the Agreement, the prevailing party (the party entitled to recover costs of suit, at such time as all appeal rights have expired or the time for taking such appeals has expired) shall be entitled to recover reasonable attorney's fees, in addition to such other relief as the court may award.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to execute this Participation Agreement as of the Effective Date.

OFFICE DEPOT, INC.

#### [NAME OF MEMBER]

Ву:	
Name:	
Title: Vice President	
Date:	

By:		 	
Name:			
Title:	 		
Date:			

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

# **DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

То:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Donation of Surplus Items	
Action:	Request for Approval	

# BACKGROUND

In October 1999, the Board of Trustees requested that prior to auction, surplus items should be made available to non-profit organizations and school districts. Education Code 81452 allows the District to donate items having no monetary value.

# ANALYSIS

Notices were e-mailed to twenty-nine (29) non-profit organizations within the District's boundaries and thirty-five (35) school districts and community colleges in Orange County. Two (2) school districts, Garden Grove Unified School District, and Orange Unified School District, and one (1) non-profit agency, Vietnamese Community of Orange County, Asian Health Center, selected items of interest. Below are the items selected to be donated.

	District, Office of Dusiness Services
Item Description	Barcode/Tag Number
Podium	n/a
(4) Small Rectangular Tables	n/a
(6) White Boards	n/a
(100) Tablet Arm Chairs	n/a
Round Table	n/a
Rolling Step Ladder	n/a

# Garden Grove Unified School District, Office of Business Services

### Orange Unified School District – Parkside Pre-School/Kindergarten

Item Description	Barcode/Tag Number
Brown Metal File Cabinet, 2 Drawer	n/a
Beige Metal File Cabinet, 2 Drawer	n/a
Beige Metal Pendaflex Cabinet	n/a
Brown Metal Desk, 2 Drawer	n/a
Tan Metal Desk, 2 Drawer	n/a

Item Description	Barcode/Tag Number
Vertical Magazine Rack	n/a
(2) ea Black Cabinets, 3 Drawer	n/a
(15) ea Black Task Chairs	n/a
Bulletin Board	n/a
(3) ea Wooden Book Cases	n/a
Metal Bookcase	n/a
Dell Laptop Computer	313924
Dell Laptop Computer	313462
Korg Musical Keyboard	306239
EV Audio Speaker	s/n 911720019
EV Audio Speaker	s/n 911720017
Alesis Audio Mixer	s/n XR2016853

Vietnamese	Community	of Orange	County,	Asian	Health	Center
	Community	0. 0. <del>.</del>	~~,			

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve the donations to Garden Grove Unified School District, Orange Unified School District and Vietnamese Community of Orange County, Asian Health Center.

Fiscal Impact:	None	Board Date: December 6, 2010
Prepared by:	Tracey Conner-Crabbe, Dir	ector of Purchasing Services
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by: Dr. Raúl Rodriguez, Chancellor		

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

# DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Surplus Property	
Action:	Request for Approval	

# BACKGROUND

The District has accumulated a considerable amount of surplus property, which requires an auction to dispose of this property. Legally, in order to dispose of District property, the Board must take action to declare the left over items as surplus prior to the auction.

# ANALYSIS

An open house was held on October 27, 2010 for district staff to select usable items for their divisions or departments. Later that morning, an open house was held for non-profit organizations and school districts to select from the remaining items. Three (3) school districts and one (1) non-profit agency attended the preview. Attached is a listing of all the surplus property as of November 16, 2010. This record will change as items continually move in and out of storage. Also, there are non-inventoriable, miscellaneous items that are not listed but will be disposed at the sale.

The District has used The Liquidation Company (TLC) for the past several years. The advantages of using TLC are that they take the majority of our surplus property which is rare among auctioneers and they are licensed e-waste collectors. The auctioneer's fee is 35% of the gross sales which is competitive among the five auction vendors the Purchasing Department has surveyed. Based on the survey, fees ranged from 10% for an on-site auctioneer which requires district staff to provide labor and other related services to 50% for service comparable to the service the District receives from TLC. The fee from TLC includes advertising, transportation, labor and other related functions. Their performance and service have been very satisfactory. The agreement is good through June 30, 2011.

Following the auction, District staff shall discard any remaining surplus property. This is in accordance with Board Policy BP3405 and AR3405.

### **RECOMMENDATION**

It is recommended that the Board of Trustees declare the attached list of equipment as surplus property and to utilize The Liquidation Company to conduct an auction as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: December 6, 2010	
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by: Dr. Raúl Rodriguez, Chancellor			

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Parameters:

Active:

Asset Type: EQ,TE

User:

Building: SW

Room:

Fed Funded Only:

Group By: Tag

Fixed Asset Inventory Report

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	<u>TAG</u>	<u>TYPE</u>	DESCRIPTION	<u>P0</u>	<u>STAT</u>	<u>USERS</u>	<u>SPPJ</u>	<u>BLDG</u>	ROOM	ACQRD I	STINVEN	FEDF	<u>COST</u>
	40500	50	SERIAL_NO					<b></b>					
	13528	EQ	KEY NOTE VISUALIZER (MD.V7 10047	000)	Ν	1FPA	0000	SW		12/1/89	7/19/10	13528	2,209.00
	13531	EQ	GROUP LESSON CONTROLLER 250550	R, KAWAI	Ν	1FPA	0000	SW		12/1/89	9/1/10	13531	1,147.00
	22786	TE	PENTIUM COMPUTER, TOSHIB/ 321646S0319	A PORTA	Ν	5RM	0000	SW		10/1/96	10/1/10	22786	1,750.00
	26585	TE	TECTRA 750 DVD PENTIUM LAI 58731416R	РТОР	Ν	5WARE	0000	SW		7/1/98	9/23/10	26585	5,756.00
	26588	TE	TECTRA 750 DVD PENTIUM LAI 78880490R	РТОР	Ν	5WARE	0000	SW	SW	7/1/98	9/23/10	26588	5,756.00
	26589	TE	TECTRA 750 DVD PENTIUM LAI 58731248R	РТОР	Ν	5WARE	0000	SW	SW	7/1/98	9/23/10	26589	5,756.00
	26866	TE	LAPTOP, TOSHIBA 750 DVD 78880736R		Ν	5WARE	0000	SW		7/1/98	9/23/10	26866	5,682.00
_	26867	TE	LAPTOP, TOSHIBA 750 DVD 98027273A		Ν	5WARE	0000	SW	SW	7/1/98	9/23/10	26867	5,682.00
6.21 (	26868	TE	LAPTOP, TOSHIBA 750 DVD 98027339A		Ν	5WARE	0000	SW	SW	7/1/98	9/23/10	26868	5,682.00
2	300758	EQ	TETRIX CLIMB, MAX II		Ν	2ADMS	0000	SW		11/1/95	9/17/10	300758	2,167.00

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TAG	<u>TYPE</u>	DESCRIPTION PO	<u>STA1</u>	USERS	<u>SPPJ</u>	<u>BLDG</u>	<u>ROOM</u>	<u>ACQRD</u>	<u>LSTINVEN</u>	<u>FEDF</u>	<u>COST</u>
		<u>SERIAL_NO</u>									
301627	7 TE	COPIER, TOSHIBA 4560 XE813809	Ν	11AES	2061	SW		6/1/98	11/15/10	301627	6,436.00
302876	6 TE	PRINTER, HP, 5000N SERIES 1034543	Ν	1ACA	2000	SW		2/9/99	9/1/10	302876	2,290.70
303327	7 TE	PICTURE TEL VENUE 2000 97000127	Ν	11AES	0000	SW		6/1/98	9/30/10	303327	26,695.00
303328	B EQ	TV,RCA MDL P46130WK 1993 MDL.4 305380061	Ν	1STAF	0000	SW		2/1/93	7/20/10	303328	2,000.00
303610	) TE	COMPUTER,MINITOWER,DELL 03NK9	Ν	1LIB	0000	SW		4/23/99	10/4/10	303610	2,104.36
304289	) TE	PRINTER, HP 5SI MX USDK003717	Ν	5FACL	0000	SW		5/1/97	9/1/10	304289	3,695.00
304714	ι ΤΕ	COPIER, TOSHIBA MODEL 1370 CWG716945	Ν	1SMHS	2000	SW		9/1/97	9/1/10	304714	1,217.00
304940	) ТЕ	SERVER, USM TO INCLUDE THE 661069089612	Ν	1STSS	2450	SW		4/30/99	9/1/10	304940	4,376.81
305009	) TE	COMPUTER, APPLE, POWER MAC G3, XA91323KGGM	Ν	1LIB	0000	SW		4/14/99	7/27/10	305009	2,654.96
305229	) TE	HP LASERJET 4 PRINTER W/CABLE JPTF007742	Ν	5FACL	0000	SW		5/1/93	8/27/10	305229	1,373.00
305265	5 ТЕ	INKJET PLOTTER, HP #C3198B ESB8A19614	Ν	5ITS	0000	SW		3/11/99	9/1/10	305265	6,978.32
305778	B TE	PRINTER, HEWLETT PACKARD LASE JPFHD24016	R N	5RM	0000	SW		6/1/94	8/27/10	305778	1,544.00
306114	EQ EQ	MILLING MACH VERT BRIDGE PORT	Ν	1MNFG	0000	SW		7/1/84	10/6/10	306114	8,285.00
306239	) EQ	SYNTHESIZER, KORG WAVESTATION 008864	I N	5FACL	0000	SW		7/1/91	7/19/10	306239	2,585.00
306413	B TE	PRINTER/HEWLETT PACKARD USKBO57812	Ν	1CNSL	0000	SW		1/1/97	10/1/10	306413	1,699.00
306701 ඉ		PRINTER, HP USBG080100	Ν	5HR	0000	SW		9/1/96	10/11/10	306701	3,828.00
:21 307299 (3)	) TE	PRINTER, H.P. LASERJET 5SIMX M USBF072701	Ν	1FAO	0000	SW		6/1/96	10/4/10	307299	3,828.00

TAG	<u>TYPE</u>	DESCRIPTION	<u>P0</u>	<u>STAT</u>	<u>USERS</u>	<u>SPPJ</u>	<u>BLDG</u>	ROOM	ACQRD	<u>LSTINVEN</u>	FEDF	COST
		SERIAL NO										
307375	ΤE	HP LASERJET II PRINTER 3151JA2509		Ν	5PAY	0000	SW		2/1/92	8/27/10	307375	1,493.00
307388	ΤE	HP LASERJET 5 SIMX USDK148181		Ν	5ACCT	0000	SW		9/1/97	7/29/10	307388	4,142.00
308257	TE	COMPUTER, DELL PIII 500K 7VAJQ		Ν	1LIB	0000	SW		10/29/99	10/4/10	308257	1,887.79
308598	ΤE	COMPUTER, DELL DIMENSION X	PS	Ν	1FPA	2370	SW		4/20/00	10/4/10	308598	1,600.09
308758	ΤE	COMPUTER,DELL,MINI TOWER 5LVET		Ν	1ADMS	0000	SW		5/9/00	9/17/10	308758	3,777.78
309851	EQ	GROUP LESSON CONTROLLER, 250547	KAWAI	Ν	1FPA	0000	SW		12/1/89	9/1/10	309851	1,147.00
310768	TE	HP LASERJET 5SI MX W/POSTSO	CRIP	Ν	5FACL	0000	SW		6/1/97	9/1/10	310768	4,374.00
311115	TE	IBM LAPTOP, 6000 78AX028		Ν	5ITS	0000	SW		6/1/98	9/1/10	311115	4,520.00
311126	ΤE	PRINTER, DESIGNJET COLOR PI SSG08G9306S	RO	Ν	1ADMS	0000	SW		11/27/00	9/21/10	311126	1,156.16
311127	TE	COMPUTER, DELL OPTIPLEX GX 2N4R601	200	Ν	5ITS	2000	SW		11/27/00	9/1/10	311127	1,900.75
311135	TE	COMPUTER, DELL W/ FLAT PAN GZSZ601	EL	Ν	1ACA	2000	SW		12/1/00	10/4/10	311135	1,980.46
311148	ΤE	COMPUTER,DELL,OPTIPLEX GX: 9RT8701	200	Ν	1AC	2370	SW		12/7/00	9/1/10	311148	2,225.04
311151	ΤE	COMPUTER, DELL, OPTIPLEX GX: 2RT8701	200	Ν	1AC	2370	SW		12/7/00	9/1/10	311151	2,225.04
311337	ΤE	LAPTOP,DELL, PENTIUM III 5KYQD01		Ν	21AES	0000	SW		2/21/01	9/21/10	311337	3,619.56
311537	TE	GX200 MINI TOWER PENTIUM H1J0J01		Ν	1BUS	0000	SW		4/11/01	9/1/10	311537	2,057.45
311734	EQ	PROJECTOR, MITSUBISHI, 10227		Ν	1BUS	0000	SW		5/9/01	9/1/10	311734	5,404.03
311739	EQ	PROJECTOR, NEC MULTISYNC 1400519NH		Ν	11AES	0000	SW		5/11/01	7/19/10	311739	3,934.50

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	<u>TAG</u>	<u>TYPE</u>	DESCRIPTION	<u>PO </u>	STAT	<u>USERS</u>	<u>SPPJ</u>	BLDG	ROOM	ACQRD	LSTINVEN	FEDF	<u>COST</u>
			SERIAL_NO										
	311848	EQ	PROJECTOR, MITSUBISHI, 0010479		Ν	1MS	0000	SW		5/25/01	9/1/10	311848	5,935.08
	311850	EQ	PROJECTOR, MITSUBISHI, 0010643		N	1MS	0000	SW		5/25/01	9/1/10	311850	5,935.08
	312687	TE	COMPUTER, LAPTOP DELL 7XP1NO1		Ν	2ADMS	2000	SW		6/10/01	9/21/10	312687	3,259.94
	312730	TE	LAPTOP LATITUDE C800 PENTIU 1BPINO1	М	N	5WARE	2490	SW	SW	6/21/01	9/23/10	312730	3,067.94
	312770	TE	DELL COMPUTER LAPTOP INTER DCDZMO1	२-	N	21AES	2000	SW		6/27/01	9/21/10	312770	2,496.09
	313294	TE	COMPUTER DELL NOTEBOOK PI 37X1R01	ER	N	1ADMS	0000	SW		7/26/01	10/1/10	313294	2,491.87
	313370	TE	COMPUTER, DELL PENTIUM III 2L1JV01		N	1FPA	2370	SW		9/11/01	10/4/10	313370	1,716.81
	313462	TE	COMPUTER LAPTOP, LATITUDE 7J2SZ01		N	21AES	0000	SW		11/7/01	9/21/10	313462	2,475.74
	313499	TE	Computer, Laptop CD4F011		Ν	21AES	2000	SW		11/15/01	9/21/10	313499	2,187.79
	313585	TE	LAPTOP COMPUTER, DONATED 456091-APN50057-M		Ν	1HST	0000	SW		10/31/01	10/1/10	313585	0.00
	313620	TE	COMPUTER, DELL W/FP MONITO 89QF311	R	Ν	1EXER	2000	SW		12/20/01	10/4/10	313620	1,756.54
	313924	TE	COMPUTER DELL LATITUDE C81 29LPB11	0	Ν	1BUS	0000	SW		3/26/02	10/4/10	313924	3,237.90
	313959	TE	COMPUTER, DELL OPTIPLEX DCCFC11		Ν	1ADM	0000	SW		4/8/02	10/4/10	313959	1,088.27
	313960	TE	COMPUTER, DELL OPTIPLEX 7CCFC11		Ν	1ADM	0000	SW		4/8/02	10/4/10	313960	1,088.27
	314035	TE	COMPUTER, DELL OPTILEX 71QLG11		Ν	1SLC	2000	SW		5/9/02	10/4/10	314035	2,207.80
01 /r	314181	TE	COMPUTER, APPLE MAC G4 XB22212UM1X		Ν	1FPA	0000	SW		6/4/02	10/1/10	314181	3,429.68
	314320	ΤE	COMPUTER J62QN11		Ν	5ASO	0000	SW		2/26/03	10/4/10	314320	1,759.69

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1	TAG	<u>TYPE</u>	DESCRIPTION	<u>P0</u>	STAT	USERS	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	FEDF	COST
•	244074	<b></b>	SERIAL NO										
	314371	TE	COMPUTER, DELL OPTIPLEX GX 5BSZS11	240	Ν	1SD	2370	SW		9/3/02	10/4/10	314371	1,650.71
1	314375	TE	COMPUTER, DELL OPTIPLEX GX 9DSZS11	240	Ν	1SD	2370	SW		9/3/02	10/4/10	314375	1,650.71
-	314519	ΤE	COMPUTER XB25201FMXD		Ν	1FPA	2370	SW		1/6/03	7/20/10	314519	3,511.24
	314520	TE	COMPUTER XB25201HMXD		Ν	1FPA	2370	SW		1/6/03	7/20/10	314520	3,511.24
: :	314521	TE	COMPUTER XB25201DMXD		Ν	1FPA	2370	SW		1/6/03	7/20/10	314521	3,511.24
	314522	TE	COMPUTER XB25201GMXD		Ν	1FPA	2370	SW		1/6/03	7/20/10	314522	3,511.24
	314564	TE	COMPUTER, W/15" FP MONITOR DNRMD21		Ν	2ADMS	2370	SW		2/11/03	9/17/10	314564	1,395.36
	314567	TE	COMPUTER, W/1504FP MONITO HKZLD21	R	Ν	1SD	2591	SW		2/13/03	9/1/10	314567	1,757.39
	314571	TE	COMPUTER, W/1504FP MONITOR 5KZLD21	R	Ν	1SD	2591	SW		2/13/03	10/4/10	314571	1,757.39
	314609	EQ	PROJECTOR, LCD 0003024		Ν	5RM	0000	SW		3/14/03	9/1/10	314609	5,085.80
:	314611	EQ	PROJECTOR, LCD 0002813		Ν	5RM	0000	SW		3/14/03	9/1/10	314611	5,085.80
/	314667	EQ	OPSCAN10 MODEL 40 1000903		Ν	5ITS	3009	SW		5/28/03	9/1/10	314667	25,204.50
	314747	TE	COMPUTER 774G231		Ν	2ADMS	2230	SW		7/14/03	9/17/10	314747	1,734.57
1	314866	TE	COMPUTER GSGVF31		Ν	5PAG	0000	SW		9/11/03	10/4/10	314866	1,683.92
6	314903	TE	COMPUTER 3SXDS31		Ν	1LIB	0000	SW		11/18/03	10/4/10	314903	951.44
.21 (6)	314907	TE	COMPUTER GRXDS31		Ν	1LIB	0000	SW		11/18/03	10/4/10	314907	951.44
J	314913	EQ	PROJECTOR, VIDEO 308316489		Ν	5WARE	2370	SW	SW	12/2/03	9/23/10	314913	2,831.67

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	TAG	<u>TYPE</u>	DESCRIPTION	<u>P0</u>	<u>STAT</u>	<u>USERS</u>	<u>SPPJ</u>	<u>BLDG</u>	<u>ROOM</u>	<u>ACQRD</u>	<u>LSTINVEN</u>	FEDF	<u>COST</u>
	314923	TE	<u>SERIAL_NO</u> COMPUTER, DELL F840X31		Ν	5ASO	7910	SW		12/29/03	10/4/10	314923	1,098.20
	315227	TE	COMPUTER, DELL CXSWX41		Ν	1INTL	2411	SW		5/25/04	10/4/10	315227	1,405.10
	315543	TE	COMPUTER, J6BPM51		Ν	2ADMS	3021	SW		9/16/04	11/12/10	315543	1,242.33
	315552	TE	COMPUTER, 96BPM51		Ν	2ADMS	3021	SW		9/16/04	11/12/10	315552	1,242.33
	315553	TE	COMPUTER, 48BPM51		Ν	2ADMS	3021	SW		9/16/04	11/12/10	315553	1,242.33
	315603	TE	COMPUTER, JX0T551		Ν	1AC	2370	SW		10/12/04	10/4/10	315603	1,443.97
	315652	TE	COMPUTER, DELL 8LY9Z51		Ν	1ADM	0000	SW		11/8/04	10/4/10	315652	1,105.21
	316253	TE	COMPUTER, 2B30G61		Ν	1SD	2593	SW		1/6/05	10/4/10	316253	1,210.95
÷	316276	TE	PROJECTOR, 409912053		Ν	5RM	0000	SW		1/10/05	9/1/10	316276	3,256.21
	316507	EQ	PROJECTOR, 409911918		Ν	1HST	2370	SW		3/15/05	9/1/10	316507	3,182.93
	316636	TE	COMPUTER, BJWYJ71		Ν	1FPA	2370	SW		5/20/05	10/4/10	316636	2,980.60
	318093	TE	PRINTER, SG65TC1046		Ν	2ADMS	2370	SW		9/7/06	8/17/10	318093	2,007.21
	F0041	TE	COMPUTER,NOTEBOOK, ABACU ASL0051199	JS	Ν	1HST	1000	SW		2/18/99	10/1/10	F0041	1,874.85
	F0216	TE	LAPTOP, DELL LATITUDE WQFOZ		Ν	5WARE	1100	SW	SW	7/27/99	9/23/10	F0216	2,857.54
1	F30036	TE	LAPTOP, DELL LATITUDE WQF10		Ν	21AES	0000	SW		7/27/99	9/21/10	F30036	2,857.54
	5 F30796	TE	PROCESSOR, DELL DIMENSION 5ZHJ4		Ν	2ADMS	0000	SW		10/6/99	9/17/10	F30796	1,378.12
	9 F31196	TE	DELL COMPUTER MINI TOWER 69CZG01		Ν	5EDS	1000	SW		3/28/01	9/9/10	F31196	2,640.49

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	TAG	TYPE	DESCRIPTION	<u>P0</u>	<u>STAT</u>	<u>USERS</u>	<u>SPPJ</u>	<u>BLDG</u>	<u>ROOM</u>	<u>ACQRD</u>	LSTINVEN	<u>FEDF</u>	<u>COST</u>
	F31350	TE	<u>SERIAL_NO</u> LAPTOP, DELL INSPIRON		N	21AES	1100	SW		6/0E/01	0/24/40	524252	4 000 40
	101000		FTVLNO1		IN	ZIAES	1102	211		6/25/01	9/21/10	F31350	1,998.43
	F31465	ΤE	COMPUTER DELL LAPTOP, G9G4X01		Ν	5WARE	1814	SW	SW	10/9/01	9/23/10	F31465	1,979.11
	F31467	TE	COMPUTER DELL LAPTOP, 59G4X01		Ν	2ADMS	1814	SW		10/9/01	9/17/10	F31467	1,979.11
	F31513	TE	COMPUTER DELL DESKTOP, 6BLF011		Ν	1SMHS	1810	SW		11/14/01	10/4/10	F31513	1,291.08
	F31662	TE	PRINTER, MHP 2250TN 15PPM SG15T110K9		Ν	2ADMS	1102	SW		3/13/02	9/17/10	F31662	926.36
	F31669	TE	COMPUTER DELL GX240 1F11211		Ν	1VET	3749	SW		12/11/01	10/4/10	F31669	1,350.21
	F31687	TE	COMPUTER, DELL PENTIUM 4 FDBKD11		Ν	1BUS	1815	SW		4/16/02	10/4/10	F31687	1,649.53
	F31688	TE	COMPUTER, DELL PENTIUM 4 JDBKD11		Ν	1BUS	1815	SW		4/16/02	10/4/10	F31688	1,649.53
	F31695	ΤE	COMPUTER, DELL PENTIUM 4 5GBKD11		Ν	1BUS	1815	SW		4/16/02	10/4/10	F31695	1,649.53
	F31697	ΤE	COMPUTER, DELL PENTIUM 4 4GBKD11		Ν	1BUS	1815	SW		4/16/02	10/4/10	F31697	1,649.53
	F31848	TE	COMPUTER, DELL OPTIPLEX B43ZJ11		Ν	11AES	1102	SW		6/5/02	10/4/10	F31848	1,510.64
	F31849	TE	COMPUTER, DELL OPTIPLEX HB3ZJ11		Ν	11AES	1102	SW		6/5/02	10/4/10	F31849	1,510.64
	F31852	TE	COMPUTER, DELL OPTIPLEX 303ZJ11		Ν	11AES	1102	SW		6/5/02	10/4/10	F31852	1,510.64
	F31854	TE	COMPUTER, DELL OPTIPLEX 933ZJ11		Ν	11AES	1102	SW		6/5/02	10/4/10	F31854	1,510.64
	F31967	TE	COMPUTER, LATITUDE C840 C74BL11		Ν	5WARE	1102	SW	SW	6/14/02	9/23/10	F31967	2,282.16
6.21	F32029	EQ	SCANNER 2599-2999 MTG SCAN 009184	1-	Ν	1HST	1802	SW		2/6/02	8/27/10	F32029	2,016.27
(8)	F32030	EQ	SCANNER 2599-2999 MTG SCAN 009183	1-	Ν	1HST	1802	SW		2/6/02	8/27/10	F32030	2,016.27

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SERIAL NO         Serial No <thserial no<="" th=""> <thserian no<="" th=""> <ths< th=""><th></th><th>TAG</th><th><u>TYPE</u></th><th>DESCRIPTION</th><th><u>P0</u></th><th><u>STAT</u></th><th>USERS</th><th><u>SPPJ</u></th><th><u>BLDG</u></th><th>ROOM</th><th><u>ACQRD</u></th><th>LSTINVEN</th><th><u>FEDF</u></th><th><u>COST</u></th></ths<></thserian></thserial>		TAG	<u>TYPE</u>	DESCRIPTION	<u>P0</u>	<u>STAT</u>	USERS	<u>SPPJ</u>	<u>BLDG</u>	ROOM	<u>ACQRD</u>	LSTINVEN	<u>FEDF</u>	<u>COST</u>
D09177         TE         COMPUTER, LATITUDE C840         N         5WARE         1102         SW         SW         7/22/02         9/23/10         F32047         2.284.32           F32336         TE         COMPUTER, LATITUDE C840         N         2ADMS         1817         SW         6/10/03         8/19/10         F32336         1,240.75           F32337         TE         COMPUTER, 319HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32337         1,240.75           F32338         TE         COMPUTER, 509HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32339         1,240.75           F32339         TE         COMPUTER, 509HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32340         1,240.75           F32340         TE         COMPUTER, 509HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32340         1,240.75           F32341         TE         COMPUTER, 509HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32341		F32031	EQ		N-	N	1HST	1802	SW		2/6/02	8/27/10	F32031	2 016 27
9ZKGN11         N         2ADMS         1817         SW         611         12.00         12.01 </td <td></td> <td></td> <td></td> <td></td> <td>•</td> <td></td> <td>iner</td> <td>1002</td> <td>011</td> <td></td> <td>210102</td> <td>0/2/110</td> <td>1 32031</td> <td>2,010.27</td>					•		iner	1002	011		210102	0/2/110	1 32031	2,010.27
GO9HW21         N         ZADMS         1817         SW         6/10/03         8/19/10         F32337         1,240.75           F32337         TE         COMPUTER, 319HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32337         1,240.75           F32338         TE         COMPUTER, 509HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32339         1,240.75           F32339         TE         COMPUTER, 509HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32349         1,240.75           F32340         TE         COMPUTER, 709HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32340         1,240.75           F32341         TE         COMPUTER, B09HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32343         TE         COMPUTER, J29HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32343         TE         COMPUTER, J29HW21         N         2ADMS		F32047	ΤE			Ν	5WARE	1102	SW	SW	7/22/02	9/23/10	F32047	2,284.32
319HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32338         1,240.75           F32339         TE         COMPUTER, 599HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32339         1,240.75           F32330         TE         COMPUTER, 309HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32340         1,240.75           F32340         TE         COMPUTER, 709HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32340         1,240.75           F32341         TE         COMPUTER, 709HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32342         TE         COMPUTER, JZ9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32343         TE         COMPUTER, JZ9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32345         TE         COMPUTER, COMPUTER,         N         2AD		F32336	ΤE			Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32336	1,240.75
509HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32339         1,240.75           F32340         TE         COMPUTER, 709HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32340         1,240.75           F32341         TE         COMPUTER, 709HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32340         1,240.75           F32341         TE         COMPUTER, BO9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32341         1,240.75           F32342         TE         COMPUTER, BO9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32343         TE         COMPUTER, J29HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32344         TE         COMPUTER, CZ9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32345         1,240.75           F32346         TE         COMPUTER, CSBHW21         N         2ADMS		F32337	TE			Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32337	1,240.75
309HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32340         1,240.75           F32341         TE         COMPUTER, BO9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32341         1,240.75           F32342         TE         COMPUTER, BO9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32342         TE         COMPUTER, DOPUTER, 129HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32343         TE         COMPUTER, 129HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32343         1,240.75           F32344         TE         COMPUTER, C29HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32344         1,240.75           F32346         TE         COMPUTER, C39HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32345         1,240.75           F32346         TE         COMPUTER, CB8HW21         N </td <td></td> <td>F32338</td> <td>TE</td> <td>1</td> <td></td> <td>Ν</td> <td>2ADMS</td> <td>1817</td> <td>SW</td> <td></td> <td>6/10/03</td> <td>8/19/10</td> <td>F32338</td> <td>1,240.75</td>		F32338	TE	1		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32338	1,240.75
709HW21       TE       COMPUTER, BO9HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32341       1,240.75         F32342       TE       COMPUTER, J29HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32342       1,240.75         F32342       TE       COMPUTER, J29HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32342       1,240.75         F32343       TE       COMPUTER, J29HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32343       1,240.75         F32344       TE       COMPUTER, C29HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32343       1,240.75         F32345       TE       COMPUTER, C29HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32345       1,240.75         F32346       TE       COMPUTER, ASBHW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32346       1,240.75         F32347       TE       COMPUTER, COMPUTER, COMPUTER, CB8HW21       N       2ADMS       1817       SW       6/10/03       8/		F32339	TE	,		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32339	1,240.75
BO9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32342         TE         COMPUTER, JZ9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32342         1,240.75           F32343         TE         COMPUTER, 119HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32343         1,240.75           F32344         TE         COMPUTER, C29HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32344         1,240.75           F32345         TE         COMPUTER, C29HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32345         1,240.75           F32346         TE         COMPUTER, AS9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32347         1,240.75           F32347         TE         COMPUTER, AS9HW21         N         2ADMS         1817         SW         6/10/03         8/19/10         F32347         1,240.75           F32348         TE         COMPUTER, G88HW21         N         2ADMS	:	F32340	TE			Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32340	1,240.75
JZ9HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32343       1,240.75         F32343       TE       COMPUTER, 119HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32343       1,240.75         F32344       TE       COMPUTER, CZ9HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32344       1,240.75         F32345       TE       COMPUTER, BBBHW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32345       1,240.75         F32346       TE       COMPUTER, ABBHW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32346       1,240.75         F32347       TE       COMPUTER, COMPUTER, COMPUTER, CBBHW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32347       1,240.75         F32348       TE       COMPUTER, CBBHW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32348       1,240.75         F32349       TE       COMPUTER, SBBHW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32349       1,240.75		F32341	ΤE	1		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32341	1,240.75
119HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32344       1,240.75         F32345       TE       COMPUTER, CZ9HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32345       1,240.75         F32346       TE       COMPUTER, 8B8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32345       1,240.75         F32346       TE       COMPUTER, 4S9HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32346       1,240.75         F32347       TE       COMPUTER, CB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32347       1,240.75         F32348       TE       COMPUTER, GB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32348       1,240.75         F32349       TE       COMPUTER, GB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32349       1,240.75         F32350       TE       COMPUTER, SB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32349       1,240.75		F32342	ΤE			Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32342	1,240.75
CZ9HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32345       1,240.75         F32345       TE       COMPUTER, 8B8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32345       1,240.75         F32346       TE       COMPUTER, 4S9HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32346       1,240.75         F32347       TE       COMPUTER, CB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32347       1,240.75         F32348       TE       COMPUTER, GB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32348       1,240.75         F32349       TE       COMPUTER, GB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32348       1,240.75         F32350       TE       COMPUTER, 3B8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32349       1,240.75         F32350       TE       COMPUTER, 3B8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32350       1,240.75		F32343	TE			Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32343	1,240.75
BB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32346       1,240.75         F32346       TE       COMPUTER, 4S9HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32346       1,240.75         F32347       TE       COMPUTER, CB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32347       1,240.75         F32348       TE       COMPUTER, GB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32348       1,240.75         F32349       TE       COMPUTER, 3B8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32349       1,240.75         F32350       TE       COMPUTER, 3B8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32349       1,240.75         F32350       TE       COMPUTER,       N       2ADMS       1817       SW       6/10/03       8/19/10       F32350       1,240.75		F32344	TE			Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32344	1,240.75
4S9HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32347       1,240.75         F32347       TE       COMPUTER, CB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32348       1,240.75         F32348       TE       COMPUTER, GB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32348       1,240.75         O       F32349       TE       COMPUTER, GB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32349       1,240.75         O       F32350       TE       COMPUTER, 3B8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32349       1,240.75         O       F32350       TE       COMPUTER,       N       2ADMS       1817       SW       6/10/03       8/19/10       F32350       1,240.75		F32345	TE	3		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32345	1,240.75
CB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32348       1,240.75         S       F32349       TE       COMPUTER, GB8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32349       1,240.75         S       F32349       TE       COMPUTER, 3B8HW21       N       2ADMS       1817       SW       6/10/03       8/19/10       F32349       1,240.75         S       F32350       TE       COMPUTER,       N       2ADMS       1817       SW       6/10/03       8/19/10       F32350       1,240.75		F32346	ΤE			Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32346	1,240.75
GB8HW21       GB8HW21         O       F32349       TE       COMPUTER, 3B8HW21         O       F32350       TE       COMPUTER, 3B8HW21         O       F32350       TE       COMPUTER, 1,240.75		F32347	TE			Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32347	1,240.75
SB8HW21 S F32350 TE COMPUTER, N 2ADMS 1817 SW 6/10/03 8/19/10 F32350 1,240.75		F32348	TE			Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32348	1,240.75
$\mathbf{V}$	<b>b.</b> 21	F32349	TE	,		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32349	1,240.75
	(9)	F32350	ΤE			Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32350	1,240.75

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T	AG	<u>TYPE</u>	DESCRIPTION	<u>P0</u>	<u>STAT</u>	USERS	<u>SPPJ</u>	<u>BLDG</u>	<u>ROOM</u>	<u>ACQRD</u>	LSTINVEN	<u>FEDF</u>	<u>COST</u>
			SERIAL_NO										
F	32351	TE	COMPUTER, 5B8HW21		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32351	1,240.75
F	32352	TE	COMPUTER, F98HW21		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32352	1,240.75
F	32353	TE	COMPUTER, 8S9HW21		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32353	1,240.75
F	32354	TE	COMPUTER, 869HW21		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32354	1,240.75
F	32355	TE	COMPUTER, 2S9HW21		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32355	1,240.75
F	32356	TE	COMPUTER, 5S9HW21		Ν	2ADMS	1817	SW		6/10/03	8/19/10	F32356	1,240.75
F	32361	TE	COMPUTER, DELL 3YNRX21		Ν	21AES	1102	SW		6/24/03	9/21/10	F32361	1,847.92
F	32362	TE	COMPUTER, DELL 8YNRX21		Ν	5WARE	1102	SW	SW	6/24/03	9/23/10	F32362	1,847.92
F	32664	TE	COMPUTER, 1GMBN41		Ν	2ADMS	1804	SW		4/8/04	8/19/10	F32664	1,233.11
F	32852	EQ	CAMERA, DIGITAL T4501217		Ν	11AES	1102	SW		6/25/04	7/20/10	F32852	2,441.61
F	32893	TE	COMPUTER, DELL 8F1NT41		Ν	2ADMS	1817	SW		5/10/04	8/19/10	F32893	1,274.29
F	32894	TE	COMPUTER, DELL FF1NT41		Ν	2ADMS	1817	SW		5/10/04	8/19/10	F32894	1,274.29
F	32895	TE	COMPUTER, DELL 7D1NT41		Ν	2ADMS	1817	SW		5/10/04	8/19/10	F32895	1,274.29
F	32896	TE	COMPUTER, DELL 2G1NT41		Ν	2ADMS	1817	SW		5/10/04	8/19/10	F32896	1,274.29
F	32897	TE	COMPUTER, DELL 1F1NT41		Ν	2ADMS	1817	SW		5/10/04	8/19/10	F32897	1,274.29
21	32898	TE	COMPUTER, DELL GD1NT41		Ν	2ADMS	1817	SW		5/10/04	8/19/10	F32898	1,274.29
(10) F	32899	TE	COMPUTER, DELL CF1NT41		Ν	2ADMS	1817	SW		5/10/04	8/19/10	F32899	1,274.29

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TAG	<u>TYPE</u>	DESCRIPTION	<u>P0</u>	<u>STAT</u>	<u>USERS</u>	<u>SPPJ</u>	<u>BLDG</u>	<u>ROOM</u>	<u>ACQRD</u>	LSTINVEN	<u>FEDF</u>	<u>CO</u>	)ST
F32901	TE	<u>SERIAL_NO</u> COMPUTER, DELL 8QXMX41		N	2ADMS	1804	sw		5/25/04	8/19/10	F32901	1,132	36
F32906	TE	COMPUTER, DELL 4QXMX41		Ν	2ADMS	1804	SW		5/25/04	8/19/10	F32906	1,132	36
F32908	ΤE	COMPUTER, DELL 4RXMX41		Ν	2ADMS	1804	SW		5/25/04	8/19/10	F32908	1,132	36
F32909	TE	COMPUTER, DELL CRXMX41		Ν	2ADMS	1804	SW		5/25/04	8/19/10	F32909	1,132	36
F32910	TE	COMPUTER, DELL 2RXMX41		Ν	2ADMS	1804	SW		5/25/04	8/19/10	F32910	1,132	36
F32911	TE	COMPUTER, DELL GQXMX41		Ν	2ADMS	1804	SW		5/25/04	8/19/10	F32911	1,132	36
F32912	TE	COMPUTER, DELL 6PXMX41		Ν	2ADMS	1804	SW		5/25/04	8/19/10	F32912	1,132	36
F32913	TE	COMPUTER, DELL JRXMX41		Ν	2ADMS	1804	SW		5/25/04	8/19/10	F32913	1,132	36

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397,753.35

#### **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

#### **DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

То:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Donation of Surplus Pumper	
Action:	Request for Approval	

#### BACKGROUND

The Santa Ana College Basic Fire Academy has submitted a request to donate a 1986 Hush pumper, VIN # 1F9DAA89G1037657 to the Southwestern College Fire Technology Program in Chula Vista, California. The pumper was donated to the District by the City of Anaheim in 2009 and its value was estimated to be \$4,500.00 As a result of the recent acceptance of two fire engines from the City of Orange, it was determined that this unit is one of two that can be donated to other educational institutions.

#### ANALYSIS

The Board of Trustees has requested that surplus items be made available for donation to nonprofit organizations and school districts. Education Code 81452 does allow the District to donate, if the value of such equipment is less than \$5,000.00.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the donation of the 1986 Hush pumper to the Southwestern College Fire Technology Program as presented.

Fiscal Impact:	None	Board Date: December 6, 2010		
Prepared by:	Prepared by: Tracey Conner-Crabbe, Director of Purchasing Services Ken Soltis, Associate Dean, Fire Technology			
Submitted by:	Peter J. Hardash, Vice	Chancellor, Business Operations/Fiscal Services		
Recommended by	Dr. Raúl Rodriguez, Ch	ancellor		

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Board Meeting December 6, 2010

#### **INDEPENDENT CONTRACTORS**

Cara Lockwood

Attachment A – Independent Contractor Agreement Attachment B – Scope of Work Service: To provide consulting services for the Early Headstart Program and mentor coaching and coordination to newly funded Mentor Coordination project for Child Development Services.

Date(s) of Service: December 7, 2010 through September 29, 2011

Fee: Estimated at \$35,100.00

Requested by: Dee Tucker and Debbie McBee

Funded by: Child Development Center 33-1267-692000-53329-5100

#### INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this <u>7th</u> of <u>December</u>, <u>2010</u> by and between <u>Cara Lockwood</u> herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

#### TO PROVIDE CONSULTING SERVICES FOR THE EARLY HEADSTART PROGRAM AND MENTOR COACHING AND COORDINATION TO NEWLY FUNDED MENTOR COORDINATION PROJECT FOR CHILD DEVELOPMENT SERVICES.

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at <u>Thirty Five Thousand One Hundred</u> **Dollars & No Cents (\$35,100.00)**. *(includes \$2,100.00 allowable expenses)* 

The contracted services are to commence on or about <u>December 7, 2010</u> and to be completed on or about, but not later than <u>September 29, 2011</u>.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

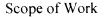
WHEREAS upon mutual agreement in writing of the parties hereto, this agreement may be terminated for any reason, and

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Ву
Tracey Conner-Crabbe Printed Name
Director of Purchasing Services Title
Date

Date



Rancho Santiago Community College has agreed to contract with Cara Lockwood and Associates, with Cara Lockwood remaining the primary consultant for the Rancho Santiago Community College Early Head Start Program, to provide mentor coaching and coordination to the newly funded **Mentor Coordination Project**.

Cara Lockwood will provide services based on her knowledge and expertise in the field of Early Childhood Education, Infant/Toddler Education, Curriculum, Best Practices, and Mentor/Coaching practices.

The Scope of Work will include, but not be limited to, the following:

- Coordinate the development of the Mentor Coordination Project from start-up activities (hiring staff, identifying available training) to implementation of services.
- Provide weekly training and/or support to Mentor/Coaches Training topics will include but not limited to:
  - CSEFEL (Center for the Social Emotional Foundations for Early Learning) Classroom strategies and coaching
  - o Steps to Success Mentor Coaching Framework
  - Reflective Conferencing
- Provide training to EHS staff on CSEFEL classroom teaching strategies to support social/emotional development and lesson the instances of external intervention.
- Provide Classroom observation and feedback using ITERS, CSEFEL, and Steps To Success support materials.
- Provide regular reflective conferencing with Coach/Mentors, Teachng Staff, and Home Visitors.
- Coordinate with Coach/Mentors, Teaching Staff and Home Visitors to develop individualized plans, strategies, and goals to improve the quality programming.
- Provide regular feedback to EHS Director, Center Director, and HABLA Coordinator.
- Provide internal evaluation of the project including information about improvement outcomes, areas needing additional support, and identified systems for sustainability.

Proposed contract period shall be from December 7, 2010 through September 29, 2011. Reimbursement rate is set at \$75.00 per hour not to exceed \$35,100.00. Services scheduled to begin immediately contingent on Board Approval.

Board Meeting of 12/06/10 Purchase Order List

#### 11/01/10 thru 11/12/10

PU0010 Page: 1

	P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
	11-P0016636	385.80	AMERICAN EXPRESS	Conference Expenses	SP		11/1/2010
*	11-P0016637	2,096.73	4 IMPRINT	Non-Instructional Supplies	SP		11/2/2010
	11-P0016638	2,836.92	APPERSON PRINT MGMT SVCS	Instructional Supplies	SP		11/2/2010
	11-P0016639	610.29	SIERRA WHOLESALE HARDWARE INC	Non-Instructional Supplies			11/2/2010
	11-P0016640	750.00	SMART & FINAL	Food and Food Service Supplies	SP		11/2/2010
	11-P0016641	1,471.19	MEDCO SPORTS MEDICINE AND	Instructional Supplies			11/2/2010
	11-P0016642	1,620.38	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		11/2/2010
	11-P0016643	1,552.51	B & H PHOTO VIDEO INC	Instructional Supplies	SP		11/2/2010
	11-P0016644	5,000.00	SMART & FINAL	Food and Food Service Supplies	SP		11/2/2010
	11-P0016645	2,547.00	MCGRAW HILL CONTEMPORARY	Books, Mags & Ref Mat, Non-Lib	SP		11/2/2010
	11-P0016646	1,388.05	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		11/2/2010
	11-P0016647	919.12	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		11/2/2010
	11-P0016648	448.30	K LOG CO	Equipment - Federal Progs >200	SP		11/2/2010
	11-P0016649	196.26	CAMBRIDGE UNIV PRESS	Instructional Supplies	SP		11/2/2010
	11-P0016650	5,000.00	C2 REPROGRAPHICS	Buildings - Blueprint/Reprod	SP	BOND	11/2/2010
	11-P0016651	150.00	HOME DEPOT	Awards & Incentives	SP		11/2/2010
	11-P0016652	875.00	TARGET STORES	Awards & Incentives	SP		11/2/2010
	11-P0016653	428.95	IN N OUT BURGER	Awards & Incentives	SP		11/2/2010
	11-P0016654	337.13	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		11/2/2010
	11-P0016655	8,000.00	DON BOOKSTORE	Instructional Supplies	SP		11/2/2010
	11-P0016656	500.00	LOWE'S HOME IMPROVEMENT	Instructional Supplies	SP		11/2/2010
	11-P0016657	500.00	PACIFIC RADIO ELECTRONICS	Instructional Supplies	SP		11/2/2010
	11-P0016658	34.80	PHI LOAN M. LE	Non-Instructional Supplies	SP		11/2/2010
	11-P0016659	90.46	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/2/2010
	11-P0016660	94.56	MIDWEST LIBRARY SVC	Library Books			11/2/2010
	11-P0016661	438.05	PESTAL PETER A.	Contracted Repair Services			11/2/2010
	11-P0016662	368.88	GALE GROUP	Library Books			11/2/2010
*	11-P0016663	488.36	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		11/2/2010
	11-P0016664	766.90	BURKE ENGINEERING	Equip/Software - >\$200 <\$1,000			11/2/2010
	11-P0016665	781.70	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			11/2/2010
	11-P0016666	58.55	CDW GOVERNMENT INC.	Non-Instructional Supplies			11/2/2010
	11-P0016667	358.88	A & W ELECTRIC MOTORS INC	Equip/Software - >\$200 <\$1,000			11/2/2010
	11-P0016668	295.00	TRI-SIGNAL INTEGRATION INC	Contracted Repair Services			11/2/2010
	11-P0016669	3,024.28	TROPICAL PLAZA NURSERY	Contracted Repair Services			11/2/2010
	11-P0016670	1,752.45	FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/2/2010

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**Legend:** \* = Multiple Accounts for this P.O.

SP = Special Project

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Board Meeting of 12/06/10 Purchase Order List 11/01/10 thru 11/12/10 PU0010 Page: 2

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0016671	399.00	PROGRESSIVE FLOOR COVERING INC	Contracted Repair Services			11/2/2010
11-P0016672	750.37	MILLER'S FAB & WELD CORP	Contracted Repair Services			11/2/2010
11-P0016673	164.30	ACTION DOOR CONTROLS INC	Contracted Repair Services			11/2/2010
11-P0016674	85.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/2/2010
11-P0016675	2,330.00	MCT TECHNOLOGY INC.	Software Support Service	SP		11/2/2010
11-P0016676	175.00	MULTI SERVICE CORP	Awards & Incentives	SP		11/2/2010
11-P0016677	951.56	SEHI COMPUTER PRODUCTS	Instructional Supplies			11/2/2010
11-P0016678	491.27	GENERAL BINDING CORP	Non-Instructional Supplies	SP		11/2/2010
11-P0016679	58,297.31	AMERICAN MACHINERY & BLADE	Equipment - Federal Progs >200			11/2/2010
11-P0016680	887.83	PITSCO, INC	Instructional Supplies	SP		11/2/2010
11-P0016681	2,379.91	APPLE COMPUTER INC	Equipment - All Other > \$1,000			11/2/2010
11-P0016682	1,227.21	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/2/2010
11-P0016683	228.77	DELL COMPUTER	Non-Instructional Supplies	SP		11/2/2010
11-P0016684	645.39	WAXIE SANITARY SUPPLY	Equip/Software - >\$200 <\$1,000			11/2/2010
11-P0016685	534.57	AIR SOURCE INDUSTRIES	Instructional Supplies	SP		11/2/2010
11-P0016686	2,000.00	PALOMO & MUNIZ	Reproduction/Printing Expenses	SP		11/2/2010
11-P0016687	212.86	EQUICROSS, INC.	Non-Instructional Supplies	SP		11/2/2010
11-P0016688	347.65	RICOH BUSINESS SYSTEMS INC	Contracted Repair Services			11/2/2010
11-P0016689	410.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			11/2/2010
11-P0016690	135.90	PORTACRAFT INC	Contracted Repair Services			11/2/2010
11-P0016691	325.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			11/2/2010
11-P0016692	3,442.95	FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/2/2010
11-P0016693	652.50	JM SMITH CORP	Software Support Service			11/2/2010
11-P0016694	1,368.00	QUALITY SEAMLESS RAIN GUTTERS	Contracted Repair Services			11/2/2010
11-P0016695	13,050.00	ELECTRO INDUSTRY INC	Building Improvements	SP		11/2/2010
11-P0016696	923.81	COR O VAN MOVING	Buildings - Relocation/Moving	SP		11/2/2010
11-P0016697	4,384.51	BRAINCHILD CORP	Instructional Supplies	SP		11/3/2010
11-P0016698	681.42	CAPP ASSOCIATES INC	Non-Instructional Supplies	SP		11/3/2010
11-P0016699	4,850.00	ORANGE COAST PLUMBING INC	Contracted Repair Services	SP		11/3/2010
11-P0016700	2,692.25	DE LA TORRE COMMERCIAL	Building Improvements	SP		11/3/2010
11-P0016701	500.00	ADORNO YOSS ALVARADO SMITH	Legal Expenses			11/3/2010
11-P0016702	3,892.65	D4 SOLUTIONS INC.	Contracted Services	SP		11/3/2010
11-P0016703	1,282.18	LAB SAFETY SUPPLY	Equip/Software - >\$200 <\$1,000			11/3/2010
11-P0016704	600.09	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		11/3/2010
11-P0016705	79.86	SHOP ANATOMICAL INC	Instructional Supplies	SP		11/3/2010

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**Legend:** \* = Multiple Accounts for this P.O.

SP = Special Project

Board Meeting of 12/06/10 Purchase Order List 11/01/10 thru 11/12/10 PU0010 Page: 3

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 11-P0016706	1,195.16	AED SUPERSTORE	Non-Instructional Supplies			11/3/2010
11-P0016707	1,054.81	MODERN BIOLOGY INC	Instructional Supplies	SP		11/3/2010
11-P0016708		DAPPER TIRE	Non-Instructional Supplies			11/3/2010
11-P0016709		OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/3/2010
11-P0016710	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/3/2010
11-P0016711	3,000.00	AMAZON COM	Library Books			11/3/2010
11-P0016712	151.67	DELL COMPUTER	Instructional Supplies	SP		11/3/2010
11-P0016713	58.80	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/3/2010
* 11-P0016714	936.98	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/3/2010
11-P0016715	96,833.78	AIRGAS WEST	Equipment - Federal Progs >200	SP		11/3/2010
11-P0016716	1,222.29	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		11/3/2010
11-P0016717	55,256.00	STATE OF CALIFORNIA DEPT OF REHABILITATION	Special Project Match Contrib	SP		11/3/2010
11-P0016718	7,500.00	AON CONSULTING INC	Contracted Services			11/3/2010
11-P0016719	1,500.00	SIGMA ALDRICH INC	Instructional Supplies	SP		11/3/2010
11-P0016720	1,500.00	SPECTRUM CHEMICALS & LABORATORY PRODUCTS	Instructional Supplies	SP		11/3/2010
11-P0016721	100.00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			11/3/2010
11-P0016722	1,648.22	GRAINGER	Non-Instructional Supplies			11/3/2010
11-P0016723	91.56	PHILLIPS DESIGN	Reproduction/Printing Expenses	SP		11/3/2010
11-P0016724	5,364.00	THE WRIGHT GROUP INC	Legal Expenses			11/3/2010
11-P0016725	326.25	VOCATIONAL BIOGRAPHIES INC	Software License and Fees	SP		11/3/2010
11-P0016726	375.00	CASFAA	Conference Expenses	SP		11/3/2010
11-P0016727	375.00	CASFAA	Conference Expenses	SP		11/3/2010
11-P0016728	295.00	CCCSFAAA	Conference Expenses	SP		11/3/2010
11-P0016729	435.00	LYNN N. AU	Conference Expenses	SP		11/3/2010
11-P0016730	435.00	JACQUELINE F. MYERS	Conference Expenses	SP		11/3/2010
11-P0016731	295.00	CCCSFAAA	Conference Expenses	SP		11/3/2010
11-P0016732	295.00	CCCSFAAA	Conference Expenses	SP		11/3/2010
11-P0016733	295.00	CCCSFAAA	Conference Expenses	SP		11/3/2010
11-P0016734	440.00	RIZVI SYED AIJAZ MUSTAFA	Conference Expenses	SP		11/3/2010
11-P0016735	440.00	ELIZABETH BERGARA	Conference Expenses	SP		11/3/2010
11-P0016736		LINDA A. GUNDERSON	Conference Expenses	SP		11/3/2010
11-P0016737		ELIZABETH A. THOMAS	Conference Expenses	SP		11/3/2010
11-P0016738		TROPICAL PLAZA NURSERY	Contracted Repair Services			11/3/2010
11-P0016739		DONALD E. MAHANY	Non-Instructional Supplies			11/4/2010
11-P0016740		SCHICK RECORDS MGMT	Non-Instructional Supplies			11/4/2010

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**Legend:** \* = Multiple Accounts for this P.O.

SP = Special Project

Board Meeting of 12/06/10 Purchase Order List 11/01/10 thru 11/12/10 PU0010 Page: 4

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0016741	203.29	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			11/4/2010
11-P0016742	11,366.57	TREND OFFSET PRINTING	Class Schedules/Printing	SP		11/5/2010
11-P0016743		TROXELL COMM INC	Instructional Supplies	SP		11/5/2010
11-P0016744	24.74	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			11/5/2010
11-P0016745	1,139.61	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		11/5/2010
11-P0016747	,	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/5/2010
11-P0016748	2,761.30	CI SOLUTION	Equip/Software - >\$200 <\$1,000			11/5/2010
11-P0016749	2,628.81	SIERRA WHOLESALE HARDWARE INC	Non-Instructional Supplies			11/5/2010
11-P0016750		ELECTRO INDUSTRY INC	Contracted Repair Services			11/5/2010
11-P0016751	950.40	ORACLE CORP	Maint Contract - Other Equip	SP		11/5/2010
11-P0016752	10,377.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services	SP		11/5/2010
11-P0016753		ADKISON ENGINEERS INC	Buildings - Contracted Svcs	SP	BOND	11/5/2010
11-P0016754	365.80	CURRENT ELECTRIC	Buildings - Contracted Svcs	SP	BOND	11/5/2010
11-P0016755		ORANGE COUNTY REGISTER	Buildings - Legal Expenses	SP	BOND	11/5/2010
11-P0016756		RODRIGUEZ ENGINEERING	Buildings - Engineering Costs	SP		11/5/2010
11-P0016757	26,400.00	RODRIGUEZ ENGINEERING	Buildings - Engineering Costs	SP		11/5/2010
11-P0016758	12,771.41	REED THOMAS CO INC	Buildings - Contracted Svcs	SP	BOND	11/5/2010
11-P0016759		CURRENT ELECTRIC	Buildings - Contracted Svcs	SP	BOND	11/5/2010
11-P0016760		DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	11/5/2010
11-P0016761		RITE-WAY ROOF CORP	Buildings - Contracted Svcs	SP	BOND	11/8/2010
11-P0016762	,	AMERICAN EXPRESS	Conference Expenses	SP		11/8/2010
11-P0016763		JAY'S CATERING	Food and Food Service Supplies	SP		11/9/2010
11-P0016764		ALBERTSON'S	Food and Food Service Supplies	SP		11/9/2010
11-P0016765		DV WAREHOUSE INC.	Equipment - Federal Progs >200	SP		11/9/2010
11-P0016766		VWR INTERNATIONAL, LLC	Instructional Supplies	SP		11/9/2010
11-P0016767		IDENTIFICATION PRODUCTS MFG. CO.	Instructional Supplies			11/9/2010
11-P0016768		PASCO SCIENTIFIC	Instructional Supplies	SP		11/9/2010
11-P0016769		ARBOR SCIENTIFIC	Instructional Supplies	SP		11/9/201
11-P0016770		PASCO SCIENTIFIC	Instructional Supplies	SP		11/9/201
11-P0016771		GRAINGER	Instructional Supplies	SP		11/9/201
11-P0016772		CAMBRIDGE UNIV PRESS	Books, Mags & Ref Mat, Non-Lib	SP		11/9/201
11-P0016773	'	CAMBRIDGE UNIV PRESS	Books, Mags & Ref Mat, Non-Lib			11/9/201
11-P0016774		OXFORD UNIV PRESS	Books, Mags & Ref Mat, Non-Lib			11/9/201
11-P0016775	,	XEROX CORP	Non-Instructional Supplies			11/9/201
11-P0016776		WARD'S NATURAL SCIENCE	Instructional Supplies	SP		11/9/201

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P.O. #	Amount	Vendor Name	Classification	SP E	Bond	Date
11-P0016777	4,000.00	TENNANT SALES & SVC CO	Repair & Replacement Parts			11/9/2010
11-P0016778	80.00	DON BOOKSTORE	Non-Instructional Supplies	SP		11/9/2010
11-P0016779	356.89	MORTARA INSTRUMENT	Repair & Replacement Parts			11/9/2010
11-P0016780	548.10	SOCCER CENTRAL	Instructional Supplies	SP		11/9/2010
11-P0016781	74,44	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/9/2010
11-P0016782	1,000.00	ALBERTSON'S	Food and Food Service Supplies	SP		11/9/2010
11-P0016783	2,500.00	SMART & FINAL	Food and Food Service Supplies	SP		11/9/2010
11-P0016784	2,397.94	DELL COMPUTER	Instructional Supplies	SP		11/9/2010
11-P0016785	273.98	KAPLAN	Instructional Supplies	SP		11/9/2010
11-P0016786	230.00	AMERICAN RED CROSS	Conference Expenses	SP		11/9/2010
11-P0016787	925.00	QUICKSTART INTELLIGENCE	Conference Expenses			11/9/2010
11-P0016788	742.85	BURKE ENGINEERING	Repair & Replacement Parts			11/9/2010
11-P0016789	488.83	IDM COMPUTERS SOLUTIONS INC	Software License and Fees			11/9/2010
11-P0016790	3,900.00	PROQUEST LLC	Internet Services			11/9/2010
11-P0016791	13,671.00	ORANGE COAST PLUMBING INC	Buildings - Contracted Svcs	SP E	BOND	11/9/2010
11-P0016792	1,368.00	DE LA TORRE COMMERCIAL	Site Improvements	SP		11/9/2010
11-P0016793	1,262.46	SEA CLEAR POOLS INC	Contracted Repair Services			11/9/2010
11-P0016794	4,620.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP E	BOND	11/9/2010
11-P0016795	7,186.00	RBF CONSULTING	Buildings - Contracted Svcs	SP E	BOND	11/9/2010
11-P0016796	1,393.48	DE LA TORRE COMMERCIAL	Building Improvements	SP		11/9/2010
11-P0016797	100.00	CITY OF ORANGE	Other Licenses & Fees			11/9/2010
11-P0016798	2,262.00	COMPASS PUBLISHING	Books, Mags & Ref Mat, Non-Lib	SP		11/9/2010
11-P0016799		PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		11/10/2010
11-P0016800		WESTERN DC SYSTEMS	Contracted Repair Services			11/10/2010
11-P0016801		ELESCO	Contracted Repair Services			11/10/2010
11-P0016802		FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/10/2010
11-P0016803		XEROX CORP	Lease Agreement - Equipment			11/10/2010
11-P0016804		XEROX CORP	Lease Agreement - Equipment			11/10/2010
11-P0016805		DELHI CENTER	District In-Service Activities	SP		11/10/2010
11-P0016806		VAVRINEK TRINE DAY & CO LLP	Audit			11/10/2010
11-P0016807		PACIFIC COACHWAYS CHARTER	Transportation - Student	SP		11/10/2010
11-P0016808		PAPER DEPOT DOCUMENT	Contracted Services			11/10/2010
11-P0016809		LIST PLYMOUTH LLC	Repair & Replacement Parts			11/10/2010
11-P0016810	,	M-TECHS PRINTER REPAIR	Repair & Replacement Parts			11/10/2010
11-P0016811		KNORR SYSTEMS INC	Contracted Repair Services			11/10/2010

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	P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
	11-P0016813	5,000.00	ADAN ABDIRAHMAN Y	Contracted Services	SP		11/10/2010
	11-P0016814	9,000.00	CRUZ PATRICIA M	Contracted Services	SP		11/10/2010
	11-P0016815	13,000.00	LEWIS DIANE R	Contracted Services	SP		11/10/2010
*	11-P0119249	2,368.40	XEROX CORP	Excess/Copies Useage			11/3/2010
*	11-P0119250	2,368.40	XEROX CORP	Excess/Copies Useage			11/3/2010
	11-P0119251	11,110.33	EX LIBRIS USA INC	Software Support Service			11/3/2010
	11-P0119252	3,200.00	TROPICAL PLAZA NURSERY	Landscaping			11/3/2010
	11-P0119253	4,800.00	TROPICAL PLAZA NURSERY	Landscaping		11/10/2010	

Grand Total: \$ 797,998.80

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

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Environment: Production

#### PURCHASE ORDERS SUPPLEMENT PURCHASE ORDERS OF \$15,000 AND OVER FROM NOVEMBER 1, 2010 THROUGH NOVEMBER 12, 2010 BOARD MEETING OF DECEMBER 6, 2010

P.O. #	Amount	Description	Department	Comment	
11-P0016679	\$58,297.31	Hydraulic shear for Santa Ana College, Welding Lab	SAC-Human Services and Technology	Received Quotations: 1) *American Machinery & Blade 2) West Central Industrial Sales 3) Ontario Metal Products, Inc. *Successful Bidder	
11-P0016715	\$96,833.78	Virtual reality welding training units for Santa Ana College, Welding Lab	SAC-Human Services and Technology	Bid #1167 Board approved: October 25, 2010	
11-P0016717	\$55,526.00	Job development training and placement program for the disabled - Workability III for Santa Ana College	DO-Accounting	Board approved: May 26, 2009	
11-P0016756	\$54,050.00	Structural engineering services related to the Johnson Center 'U'' building at Santa Ana College	DO-Facility Planning	Board approved: October 25, 2010	
11-P0016757	\$26,400.00	Structural engineering services related to the Orange Education Center	DO-Facility Planning	Board approved: October 25, 2010	
11-P0016761	\$192,121.00	Roofing maintenance and gutter repair at Centennial Education Center	DO-Facility Planning	Bid #1165 Board approved: October 25, 2010	

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Educational Services

To:	Board of Trustees	Date: December 6, 2010
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

#### **ANALYSIS**

Items for the following categorical programs for FY 2010/2011 have been developed:

	Project Title	Award Date	<u>Amount</u>
1.	California Early Childhood Mentor Program (District) Subcontract with San Francisco Community College District to support the ongoing development of regional mentoring programs for prospective teachers. (10/11)	9/1/2010	\$1,550
	SAC \$775 SCC \$775		
2.	Center for International Trade Development (District) Augmentation to the annual allocation from the California Community Colleges Chancellor's Office to assist Orange County businesses in reaching global markets. (10/11)	10/25/2010	\$16,727
	\$188,273 <u>16,727</u> (Augmentation) \$205,000		
3.	Network for a Healthy California (District) Year three of a three-year grant from the Orange County Superintendent of Schools to promote healthy eating, a physically active lifestyle among low-income Californians, and nutrition education intervention at the preschool level. (10/11)	10/1/2010	\$106,456

#### RECOMMENDATION

It is recommended that these items be approved and that the Vice Chancellor, Business Operations/Fiscal Services, or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$124,733	Board Date: December 6, 2010					
Item Prepared by: Maria Gil, Interim Resource Development Coordinator						
Item Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services						
Item Recommended by: Dr. Raúl Rodriguez, Chancellor						

#### SPECIAL PROJECT DETAILED BUDGET #3350 NAME: California Early Childhood Mentor Program (Santa Ana College) FISCAL YEAR: 2010/2011

 CONTRACT PERIOD:
 09/01/10 - 06/30/2011

 CONTRACT AWARD:
 \$775

PROJ ADM: Bart Hoffman PROJ DIR: Gwen Morgan-Beazell

CONTRACT No: CN100069

Date: 11/18/2010

	GL ACCOUNT					New B	New Budget	
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	
12	3350	000000	10000	8891	Other Misc State Revenue: Santa A		775	
12	3350	130500	15717	1483	Beyond Contract - Reassigned Time	550		
12	3350	130500	15717	3115	STRS - Non-Instructional : Huma	45		
12	3350	130500	15717	3325	Medicare - Non-Instructional :	8		
12	3350	130500	15717	3435	H & W - Non-Retiree Fund Inst :	5		
12	3350	130500	15717	3515	SUI - Non-Instructional : Human	4		
12	3350	130500	15717	3615	WCI - Non-Instructional : Human	13		
12	3350	130500	15717	5100	Contracted Services : Human	0		
12	3350	130500	15717	5940	Reproduction/Printing Expenses :	150		
						775	775	

#### SPECIAL PROJECT DETAILED BUDGET #3350 NAME: California Early Childhood Mentor Program (Santiago Canyon College) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 09/01/10 - 06/30/2011 CONTRACT AWARD: \$ 775 PROJ ADM: Aracely Mora PROJ DIR: Regina Lamourelle

CONTRACT No: CN100069

Date: 11/18/2010

	GL ACCOUNT				][	New Budget	
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	3350	000000	20000	8891	Other Misc State Revenue: Santi		775
12	3350	130500	25230	1483	Beyond Contract - Reassigned Tim	550	
12	3350	130500	25230	3115	STRS - Non-Instructional : Huma	45	
12	3350	130500	25230	3325	Medicare - Non-Instructional :	8	
12	3350	130500	25230	3435	H & W - Non-Retiree Fund Inst :	5	
12	3350	130500	25230	3515	SUI - Non-Instructional : Human	4	
12	3350	130500	25230	3615	WCI - Non-Instructional : Human	13	
12	3350	130500	25230	5100	Contracted Services : Human	0	
12	3350	130500	25230	5940	Reproduction/Printing Expenses :	150	
						775	775

7.1 (3)

#### SPECIAL PROJECT DETAILED BUDGET #2270 NAME: Center for International Trade and Development (CITD) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 07/01/10 - 06/30/2011 CONTRACT AWARD: \$ 188,273

Augmentation: 16,727

Total:

CONTRACT #:

\$ 205,000 10-308-029 PROJ ADM: Enrique Perez PROJ DIR:

> Rev. Date: 11/18/10 Date: 9/28/10

	GL ACCOUNT				] Г	Existing	Budget	Revised	Budget	Budget Cha	ange (+/-)
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
11	2270	672000	50000	5865	Indirect Costs : District O	51,304		51,304		0	
11	2270	684000	53210	2110	Classified Management : Ctr	18,962		17,062			1,900
11	2270	684000	53210	2130	Classified Employees : Ctr	31,397		33,518		2,121	
11	2270	684000	53210	3215	PERS - Non-Instructional :	4,705		5,413		708	
11	2270	684000	53210	3315	OASDHI - Non-Instructional	3,098		3,237		139	
11	2270	684000		3325		725		757		32	
11	2270	684000	53210	3415	H & W - Non-Instructional :	9,160		8,243			917
11	2270	684000	53210	3435	H & W - Retiree Fund Non-In	499		523		24	
11	2270	684000	53210	3515	SUI - Non-Instructional : C	150		376		226	
11	2270	684000	53210	3615	WCI - Non-Instructional : C	1,099		1,254		155	
11	2270	684000	53210	3915	Other Benefits - Non-Instru	1,511		1,713		202	
11	2270	684000	53210	5650	Rental - Facility (Short-te	5,107		5,107		0	
11	2270	684000	53305	2110	Classified Management : Perez, Eni	14,953	14,953			0	
11	2270	684000	53305	3215	PERS - Non-Instructional :	1,452		1,601		149	
11	2270	684000	53305	3315	OASDHI - Non-Instructional	OASDHI - Non-Instructional 939 0				939	
11	2270	684000	53305	3325	Medicare - Non-Instructiona	220		220		0	
11	2270	684000	53305	3415	H & W - Non-Instructional :	808		909		101	
11	2270	684000	53305	3435	H & W - Retiree Fund Non-In	151		152		1	
11	2270	684000	53305	3515	SUI - Non-Instructional : E	45		109		64	
11	2270	684000	53305	3615	WCI - Non-Instructional : E	333		365		32	
11	2270	684000	53305	3915	Other Benefits - Non-Instru	187		235		48	
11	2270	684000	53345	2130	Classified Employees : Reso	6,327		6,106			221
11	2270	684000	53345	3215		677		654			23
11	2270	684000		3315	OASDHI - Non-Instructional	401		386			15
11	2270	684000	53345	3325	Medicare - Non-Instructiona	94		90			4
11	2270	684000	53345	3415	H & W - Non-Instructional :	548		560		12	
11	2270	684000	53345	3435	H & W - Retiree Fund Non-In				3		
11	2270	684000	53345	3515	SUI - Non-Instructional : R			0			
11	2270	684000	53345	3615	WCI - Non-Instructional : R	142		150		8	
11	2270	684000	53345	3915	Other Benefits - Non-Instru	135		135		0	
					Total CITD (Match)	155,239		155,239		4,022	4,022

#### **SPECIAL PROJECT DETAILED BUDGET #2270** NAME: Center for International Trade and Development (CITD) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 07/01/10 - 06/30/2011 CONTRACT AWARD: \$ 188,273

16,727 Augmentation: \$ 205,000

Total:

CONTRACT #:

10-308-029

PROJ ADM: Enrique Perez PROJ DIR:

> Rev. Date: 11/18/10 Date: 9/28/10

	GL ACCOUNT		GL ACCOUNT			1 1	Existing Budget		Revised	Budget	Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit	
12	2270	000000	50000	8659	Other Reimb Categorical All		188,273		205,000		16,727	
12	2270	672000	50000	5865	Indirect Costs : District O	7,241		7,885		644		
12	2270				Conference Expenses : Ctr f	31,571		36,153		4,582		
12	2270	684000	53210	2110	Classified Management : Ctr	56,888		68,246		11,358		
12	2270	684000	53210	2130	Classified Employees : Ctr	5,980		9,446		3,466		
12	2270	684000	53210	2320	Classified Employees - Hour	36,480		22,800			13,680	
12	2270	684000	53210	3215	PERS - Non-Instructional :	12,659		10,760			1,899	
12	2270	684000	53210	3315	OASDHI - Non-Instructional	7,509		6,412			1,097	
12	2270	684000	53210	3325	Medicare - Non-Instructiona	1,756		1,500			256	
12	2270	684000	53210	3335	PARS - Non-Instructional :	0		0		0		
12	2270	684000	53210	3415	H & W - Non-Instructional :	13,773		16,982		3,209		
12	2270	684000	53210	3435	H & W - Retiree Fund Non-In	1,211		1,033			178	
12	2270	684000	53210	3515	SUI - Non-Instructional : C	848		744			104	
12	2270	684000	53210	3615	WCI - Non-Instructional : C	2,664		2,482			182	
12	2270	684000	53210	3915	Other Benefits - Non-Instru	2,802		2,937		135		
12	2270	684000	53210	4610	Non-Instructional Supplies	210		4,000		3,790		
12	2270	684000	53210	5100	Contracted Services : Ctr f	6,681		7,500		819		
12	2270	684000	53210	5235	District Business/Sponsorsh	0		5,620		5,620		
12	2270	684000	53210	6410	Equipment - All Other > \$1,	0		500		500		
					Total CITD	188,273	188,273	205,000	205,000	34,123	34,123	

#### SPECIAL PROJECT DETAILED BUDGET # 1262 NAME: NETWORK FOR A HEALTHY CALIFORNIA, Year 3 of 3 FISCAL YEAR: 2010/11

CONTRACT PERIOD: 10/01/10 - 9/30/11 CONTRACT INCOME: \$ 106,456 CONTRACT No. 33762 PROJ. ADM. E. PEREZ PROJ. DIR. D. TUCKER

DATE: 11/24/10

GL ACCOUNT			]	New B	udget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
33	1262	000000	00000	8199	Other Federal Revenues : Districtwide		106,456
33	1262	672000	50000	5865	Indirect Costs : District Operations (5%)	5,069	
33	1262	692000	53321	2130	Classified Employees : CDC Administration	15,608	
33	1262	692000	53321	3215	PERS - Non-Instructional : CDC Admnistratio	1,671	
33	1262	692000	53321	3315	OASDHI - Non-Instructional : CDC Administr	993	
33	1262	692000	53321	3325	Medicare - Non-Instructional : CDC Administ	232	
33	1262	692000	53321	3415	H & W - Non-Instructional : CDC Administrati	3,017	
33	1262	692000	53321	3435	H & W - Retiree Fund Non-Inst : CDC Admin	160	
33	1262	692000	53321	3515	SUI - Non-Instructional : CDC Administration	115	
33	1262	692000	53321	3615	WCI - Non-Instructional : CDC Administratior	384	
33	1262	692000	53321	3915	Other Benefits - Non-Instruct : CDC Administ	405	
33	1262	692000	53321	5100	Contracted Services : CDC Administration	28,000	
33	1262	675000	53321	5210	Conference Expenses : CDC Administration	1,025	
33	1262	692000	53321	5230	District In-Service Activities: CDC Administratio	2,000	
33	1262	692000	53323	1270	Child Development Teachers : CDC Centennia	1,667	
33	1262	692000	53323	3115	STRS - Non-Instructional : CDC Centennial E	137	
33	1262	692000	53323	3325	Medicare - Non-Instructional : CDC Centenni	26	
33	1262	692000	53323	3415	H & W - Non-Instructional : CDC Centennial	717	
33	1262	692000	53323	3435	H & W - Retiree Fund Non-Inst : CDC Center	18	
33	1262	692000	53323	3515	SUI - Non-Instructional : CDC Centennial Ed	13	
33	1262	692000	53323	3615	WCI - Non-Instructional : CDC Centennial Ed	42	
33	1262	692000	53323	3915	Other Benefits - Non-Instruct : CDC Centenn	105	
33	1262	692000	53323	4310	Instructional Supplies : CDC Centennial Ed Ctr	1,020	
33	1262	692000	53323	4610	Non-Instructional Supplies : CDC Centennial E	831	
33	1262	692000	53323	4710	Food and Food Service Supplies : CDC Center	750	
33	1262	692000	53323	5220	Mileage/Parking Expenses : CDC Centennial E	120	
33	1262	692000	53323	6411	Equipment - Federal Progs >200 : CDC Center	300	
33	1262	692000	53324	1270	Child Development Teachers : CDC Orange E	2,155	
33	1262	692000	53324	3115	STRS - Non-Instructional : CDC Orange Ed	178	
33	1262	692000	53324	3325	Medicare - Non-Instructional : CDC Orange E	33	
33	1262	692000	53324	3415	H & W - Non-Instructional : CDC Orange Ed	481	
33	1262	692000	53324	3435	H & W - Retiree Fund Non-Inst : CDC Orang	23	
33	1262	692000	53324	3515	SUI - Non-Instructional : CDC Orange Ed Ctr	16	
33	1262	692000	53324	3615	WCI - Non-Instructional : CDC Orange Ed Ct	54	
33	1262	692000	53324		Other Benefits - Non-Instruct : CDC Orange	105	
33	1262	692000	53324		Instructional Supplies : CDC Orange Ed Ctr	1,020	
33	1262	692000	53324	4610	Non-Instructional Supplies : CDC Orange Ed C	831	
33	1262	692000	53324	4710	Food and Food Service Supplies : CDC Orang	750	
33	1262	692000	53324		Mileage/Parking Expenses : CDC Orange Ed C	120	
33	1262	692000	53324	6411	Equipment - Federal Progs >200 : CDC Orang	300	
33	1262	692000	53325		Child Development Teachers : CDC Santa Ana	1,966	
33	1262	692000	53325	3115	STRS - Non-Instructional : CDC Santa Ana C	162	

#### SPECIAL PROJECT DETAILED BUDGET # 1262 NAME: NETWORK FOR A HEALTHY CALIFORNIA, Year 3 of 3 FISCAL YEAR: 2010/11

CONTRACT PERIOD: 10/01/10 - 9/30/11 CONTRACT INCOME: \$ 106,456 CONTRACT No. 33762 PROJ. ADM. E. PEREZ PROJ. DIR. D. TUCKER

DATE: 11/24/10

	GL ACCOUNT			]	New B	udget	
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
33	1262	692000	53325	3325	Medicare - Non-Instructional : CDC Santa An	30	
33	1262	692000	53325	3415	H & W - Non-Instructional : CDC Santa Ana	577	
33	1262	692000	53325	3435	H & W - Retiree Fund Non-Inst : CDC Santa	21	
33	1262	692000	53325	3515	SUI - Non-Instructional : CDC Santa Ana Col	15	
33	1262	692000	53325	3615	WCI - Non-Instructional : CDC Santa Ana Co	50	
33	1262	692000	53325	3915	Other Benefits - Non-Instruct : CDC Santa Ar	105	
33	1262	692000	53325	4310	Instructional Supplies : CDC Santa Ana College	1,020	
33	1262	692000	53325	4610	Non-Instructional Supplies : CDC Santa Ana C	831	
33	1262	692000	53325	4710	Food and Food Service Supplies : CDC Santa	750	
33	1262	692000	53325	5220	Mileage/Parking Expenses : CDC Santa Ana C	120	
33	1262	692000	53325	6411	Equipment - Federal Progs >200 : CDC Santa	300	
33	1262	692000	53325	6419	Equip/Software - >\$200 <\$1,000 : CDC Santa /	0	
33	1262	692000	53326	1270	Child Development Teachers : CDC Santiago	5,897	
33	1262	692000	53326	3115	STRS - Non-Instructional : CDC Santiago Ca	486	
33	1262	692000	53326	3325	Medicare - Non-Instructional : CDC Santiago	90	
33	1262	692000	53326	3415	H & W - Non-Instructional : CDC Santiago Ca	1,730	
33	1262	692000	53326	3435	H & W - Retiree Fund Non-Inst : CDC Santia	62	
33	1262	692000	53326	3515	SUI - Non-Instructional : CDC Santiago Cany	45	
33	1262	692000	53326	3615	WCI - Non-Instructional : CDC Santiago Can	149	
33	1262	692000	53326	3915	Other Benefits - Non-Instruct : CDC Santiago	315	
33	1262	692000	53326	4310	Instructional Supplies : CDC Santiago Canyon	1,020	
33	1262	692000	53326	4610	Non-Instructional Supplies : CDC Santiago Car	831	
33	1262	692000	53326	4710	Food and Food Service Supplies : CDC Santia	750	
33	1262	692000	53326	5220	Mileage/Parking Expenses : CDC Santiago Ca	170	
33	1262	692000	53326	6411	Equipment - Federal Progs >200 : CDC Santia	300	
33	1262	692000	53327	1210	Academic Management : CDC Santa Ana Colle	8,046	
33	1262	692000	53327	1270	Child Development Teachers : CDC Santa Ana	2,313	
33	1262	692000	53327	3115	STRS - Non-Instructional : CDC Santa Ana C	854	
33	1262	692000	53327	3325	Medicare - Non-Instructional : CDC Santa An	156	
33	1262	692000	53327	3415	H & W - Non-Instructional : CDC Santa Ana	2,868	
33	1262	692000	53327	3435	H & W - Retiree Fund Non-Inst : CDC Santa	108	
33	1262	692000	53327	3515	SUI - Non-Instructional : CDC Santa Ana Col	78	
33	1262	692000	53327	3615	WCI - Non-Instructional : CDC Santa Ana Co	259	
33	1262	692000	53327	3915	Other Benefits - Non-Instruct : CDC Santa Ar	420	
33	1262	692000	53327	4310	Instructional Supplies : CDC Santa Ana College	1,020	
33	1262	692000	53327	4610	Non-Instructional Supplies : CDC Santa Ana C	831	
33	1262	692000	53327	4710	Food and Food Service Supplies : CDC Santa	750	
33	1262	692000	53327	5220	Mileage/Parking Expenses : CDC Santa Ana C	170	
33	1262	692000	53327	6411	Equipment - Federal Progs >200 : CDC Santa	300	
					Total #1262 Network Yr. 3	106,456	106,456

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

#### EDUCATIONAL SERVICES

То:	Board of Trustees	Date: December 6, 2010
Re:	Adoption of Revisions to Board Policy 3503 – Selection and Board Policy 9009 – Committee Structure	n of Architects and
Action:	Approval of Revisions to Board Policies	

#### BACKGROUND

The Board Policy Committee met on November 3, 2010 and recommended that the Board revise two policies: BP 3503 – Selection of Architects and BP 9009 – Committee Structure. Those revised policies were presented to the Board for first reading on November 15, 2010. As a result of input received from the legal consultants who advise the CCLC policy and procedure service, two proposed changes that were recommended by the Board Policy Committee and submitted for first reading have been changed. The last two bullets on BP3503 have been modified to reflect case law and constitutional requirements. Also, the word "criteria" in the first paragraph has been changed to "rating elements."

#### ANALYSIS

These policy revisions are now presented for a second reading and adoption.

#### **RECOMMENDATION**

It is recommended that the Board adopt the revisions to Board Policies 3503 and 9009.

#### Fiscal Impact: None

Board Date: December 6, 2010

Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services

Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services

Recommended by: Dr. Raúl Rodriguez, Chancellor

## **Selection of Architects - BP3503**

#### Adopted 01/17/95 December 2010

Architects shall be selected by the Board of Trustees. The Board may use staff- based upon the recommendations of the Chancellor employing the criteria rating elements noted below or any other unranked criteria elements deemed appropriate:

- Responsiveness to RFP breadth and depth of response
- Professional reputation of firm · Community college/school district experience
- Experience with the Division of State Architecture · Satisfaction of prior/current clients
- Adequacy of firm's support staff and/or sub-contractors
- Experience in meeting schedules and deadlines
- Accuracy of firm's cost estimates
- Evidence of ability to prioritize project and begin the job in a timely fashion
- Proposed methodology to be utilized in design of project as it relates to involvement of faculty, staff, management, and other interested parties
- Aesthetics and functionality of projects
- Site evaluations of projects
- Proposed fees
- Affirmative Action goals Firms located in the District or Orange County (for locally-funded projects)
- <u>Women/Minority/Veteran owned firms</u>

# At the Board's discretion, an ad-hoc committee of the Board may be formed to interview, evaluate and make a recommendation regarding selection of architects.

Architects are hired on a project basis to perform all tasks from preliminary planning through completion of construction.

The Selection of Architects' Policy is intended for major capital outlay projects and may be waived for minor remodeling and construction projects with approval of the chancellor.

### **Committee Structure - BP9009**

Revised July 13, 2009, November 2010

Annually, the president of the Board shall appoint members to the Standing committees. Standing and ad hoc committees may be limited and/or created as deemed necessary by a majority of the Board. Committee members shall serve until they have completed their assignments. The Board president shall appoint the chairs on any Standing or ad hoc committees established by the Board of Trustees.

The Executive Committee of the Board is comprised of the President, Vice President, and Clerk of the Board. The Chancellor serves as staff to all Board of Trustee committees.

The chair of any Standing or ad hoc committee will be in charge of scheduling and/or canceling any committee meeting. If the Chancellor can not attend a meeting he/she may send a representative to the committee meeting or reschedule the meeting with the committee chair to a mutually agreeable time.

<u>All</u> Board members <del>are ex-officio members of all Board committees with the right</del> <u>have</u> <u>the right</u> to attend and participate in any committee meeting, <u>however only the appointed</u> <u>members of a committee may vote and be counted toward a quorum</u>.

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

#### Board of Trustees

To:	Board of Trustees	Date: December 6, 2010					
Re:	Board of Trustees Continuous Improvement Process – Review and Receive RSCCD Annual Reports						
Action:	Review and Receive						

#### **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 trustees' 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.

#### **RECOMMENDATION**

The administration recommends the board review and receive the 2009-2010 annual reports of Human Resources, Business Operations/Fiscal Services, and Public Affairs and Governmental Relations.

Fiscal Impact: None	Board Date: December 6, 2010							
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees								
Submitted by: Dr. Edward Hernandez, Jr., Chancellor								
Recommended by: Dr. Raúl Rodriguez, Chancellor								

# **RSCCD HUMAN RESOURCES & EDUCATIONAL SERVICES**

# 2009-2010



## Introduction

The format for the 2009-10 Human Resources and Educational Services annual report has been designed to address the Vision and Goals of the RSCCD Board of Trustees.

The financial challenges experienced during the year required all members of the division to do more with less and to provide services to the colleges and the community in a more cost-effective way.

Key challenges experienced during the year included:

- Staff downsizing
- The elimination of funds for training and staff development
- Significant reductions in funding for the district's economic development programs

Despite these factors, the employees in this division continued to perform admirably. The credit for the efforts chronicled in this report is all theirs.

> John Didion Executive Vice Chancellor Human Resources and Educational Services

# 2009-2010 Board of Trustees Vision & 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/success and 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.

# Goal #1: Promote a learning community environment that is innovative, student-centered, and celebrates student achievement



Students at the Digital Media Center interacted with the 12 companies that are tenants in the incubator, obtaining valuable work experience through internships and part-time employment.

The Research Department guided and supported evaluation and assessment activities to assist the colleges with program review, student learning outcomes and categorically-funded programs such as the Basic Skills Initiative and the Vocational and Technical Education Act.

The Youth Entrepreneurship Program offered students between the ages of 18 and 27 the opportunity to explore their creative passion. Over 100 students participated in last year's program culminating in an 8-week seminar for 25 students focusing on the development and presentation of a business plan. Pictured at right are the finalists in the business plan competition.



7.3 (5)

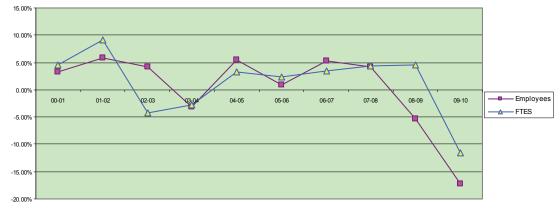
GOAL #2: Provide, when possible, access and retention for completion programs, including transfer, vocational, and high school diploma programs; and prepare students for success in their academic, career, and personal life endeavors

The successful launch of an associate degree and certificate program in Global Entrepreneurship at Santa Ana College was accelerated as a result of the collaboration between the Youth Entrepreneurship Program and SAC faculty.





For 38 years, the child development centers have provided quality child care to students and staff. The centers serve as teaching labs the Human Development classes and provide an essential student support service. The department operates five centers and served 2,132 children last year. In 2009 the department was awarded a \$1.5 million federal grant to develop and operate an Early Head Start program. Goal #4: Promote flexible, cost-effective educational programs and services when possible, including the use of cutting-edge technology and educational program delivery via technology

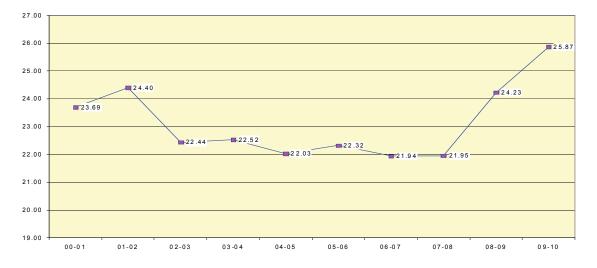


Annual Change in Total Employment and FTES -- 2000 - 2010

Significant reductions in staff and class offerings were made in response to the fiscal crisis.

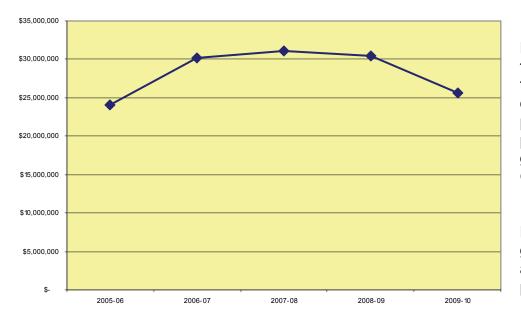


RSCCD staff served more full-time equivalent students (FTES) per employee in 2009-10 than at any other time inn the previous ten years.



7.3 (7)

Goal #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



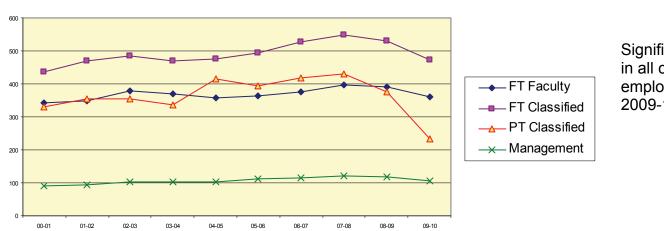
Competitive and Entitlement Grants Received 2005-06 thru 2009-10

Due to major reductions in categorical funding from the state Chancellor's Office, the District experienced a 16% decrease in entitlement and categorical grants from the previous year. That decrease was partially offset by the receipt of two major grants: Early Headstart (\$1.5 million) and GEAR UP (\$800,000).

Despite the decrease in state-funded grants and entitlements, federal financial aid increased by \$3.8 million over the previous fiscal year.

Challenges: As a result of the hiring freeze, staffing in the resource development department has been reduced by 50%, which impacts staff resources to pursue grant funding and as well as perform associated compliance and monitoring activities.

# Goal #6: Maintain a positive, productive working environment for employees, recognizing and embracing diversity and enhancing staff development opportunities that address innovation and technology

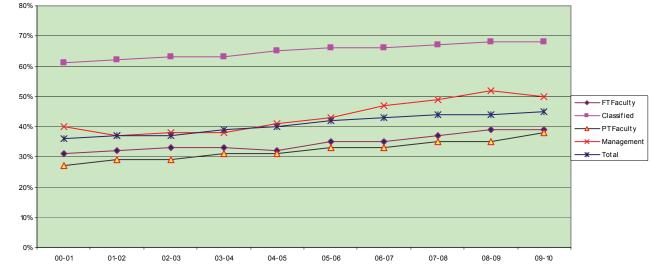


Annual Change in Employees by Category -- 10 Year Trend

Significant reductions in all categories of employees were made in 2009-10.

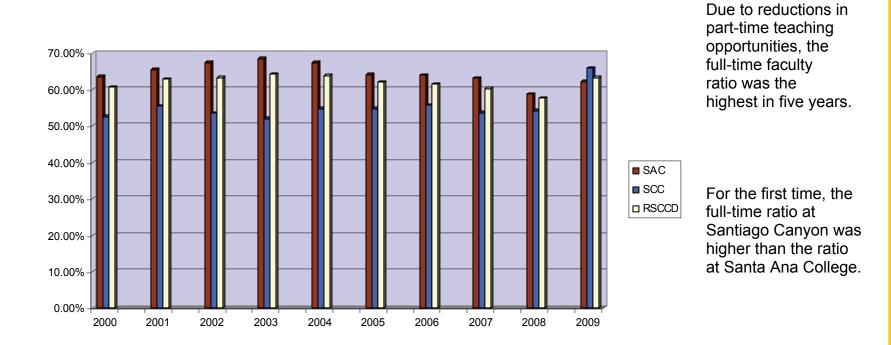
Ethnic Diversity: Percent of Non-White Employees -- 10 Year Trend

Despite staff reductions, overall ethnic diversity was maintained and remained stable or increased in all but one employee category.



#### Goal #6 continued,

Full-time Faculty Ratio Fall 2000- Fall 2009



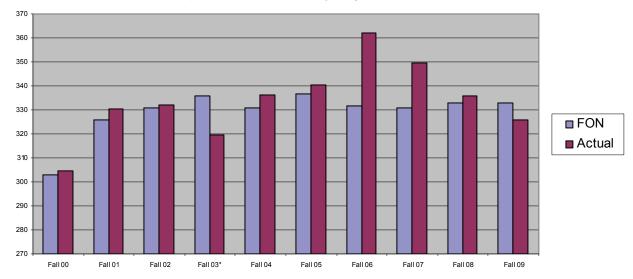
Continuing challenges:

All employee groups made wage and benefit concessions in response to the budget crisis.

A continuing freeze on hiring reduced the District's ability to replace vacancies.

Staff development opportunities were severely reduced.

### Goal #6, continued



Comparison of Full-time Faculty Obligation (FON) to Actual

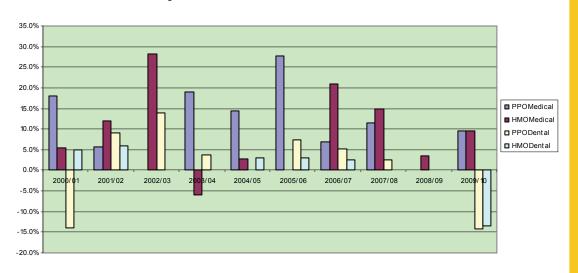
Due to the hiring freeze, the District fell below it's Full-time Faculty Obligation (FON) but no financial Penalty was assessed.

Despite the deferral of the financial penalty for not maintaining the FON, restoration of the FON will be required in the future.

Decreases in dental premiums partially mitigated employee health insurance increases in 2009-10.

All benefited employees assumed the increased premium costs through payroll deduction.

Future health insurance increases will continue to place pressure on the District budget.



Annual Percentage Increases in Medical and Dental Premiums 2000-2009

Goal #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/success and robust economic development programs; and be responsive to workforce development needs and high demand career fields



Small Business Development Center

The SBDC partnered with over 40 business, government and educational agencies. In 2009-10 the center conducted 74 workshops attended by 2700 small business owners and provided consulting services to 1,100 small businesses resulting in a positive economic impact of \$15 million.



The ACT Center provided testing services to 1,034 clients and customized job training for 108 incumbent workers generating fee income of \$31,500 for the District.



The CITD, through partnerships with 72 local, state, and international organizations, served 72clients, conducted 24 workshops and provided consulting services to 285 businesses resulting in \$5 million in economic impact.

Goal #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



In 2009-10, the Research Department:

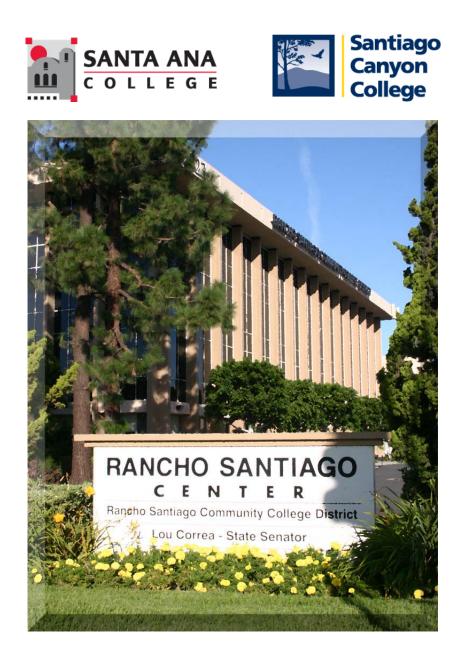
Designed, conducted, and published 18 statistical studies to assist in policy and program planning and development.

Designed, conducted, and published 32 "special" studies to meet departmental, institutional, community, and state/federally-mandated needs.

- Updated the 12 Measures of Success and other reports to support the Board of Trustees' district-wide planning efforts
- Supported the colleges' institution-wide planning and accreditation efforts, including data collection and research for self-study and program review activities.

The research staff provided comprehensive data to support the District's application to the state Chancellor's Office and the California Post-Secondary Education Commission to designate the Orange Education Center as an approved educational center. That application was approved in March and resulted in an annual increase of \$1.1 million in base funding for the District.





# **Business Operations/Fiscal Services**

2009-2010 Annual Report

## **Foreword**

The Business Operations/Fiscal Services (BOFS) division provides a wide range of support services for our college campuses, educational centers and district wide operations. BOFS department missions all include support of the student services and educational programs of the colleges.

#### **BOFS Division Departments**

- District Safety and Security Services
- Information Technology Services (ITS)
- Facility Planning, District Construction and Support Services
- Fiscal Services
- Purchasing Services
- Auxiliary Services

The 2009-10 fiscal year continues to be a challenging and successful year for both budget and financial operations and campus construction projects. The prolonged state budget crisis has constrained funding for community colleges. All departments continue to adjust and prioritize workload to maximize efficiency (doing more with less).

Measure E projects have been proceeding as planned with projects completed and new projects commencing at both campuses. Facility Planning continues with successful Initial Project Proposals (IPP) and Final Project Proposals (FPP) submittals for both colleges for partial state funded projects to augment Measure E funded projects. State funded projects will be dependent on passage of a statewide higher education bond.

District wide, Facilities Master Plans are in the process of being updated to reflect current campus educational master plans. The multi-year implementation of a new Datatel administrative system is now operational with the successful transition to the Student module. All class scheduling, student records and financial information is integrated into the new administrative system. Improvements to the modules continue based on user needs.

In spite of these difficult and constraining budget times, all departments and staff remain committed to supporting our students, faculty and staff.

## Peter J. Hardash

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

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Business Operations and Fiscal Services Division

#### DISTRICT SAFETY AND SECURITY DEPARTMENT

#### Annual Report: 2009-2010

The purpose of the District Safety and Security Department is to support the missions of the Colleges and the Rancho Santiago Community College District by providing a safe, secure and healthy learning and working environment for students, employees and guests at our facilities.

#### Safety and Security of the Colleges

The department assigns staff to both colleges and their centers and sites. The major providers of safety and security services at the colleges are unarmed and non-sworn district safety officers (DSOs). Their main responsibility is to patrol the sites to deter crime, to look for and resolve safety hazards and to respond to emergencies and other requests for service. The department enjoys a close working relationship with the Santa Ana Police Department (SAPD) and the Orange Police Department (OPD) and other public agencies to keep our campuses safe and secure.

District safety officers are often the first representative of the college and district that a prospective student or guest will encounter when they arrive at our campuses, usually when they ask for directions and other information. That first impression given by the DSO can create a lasting image about the quality of our colleges. Along with being positive greeters and ambassadors for their site, the college and the district, our DSOs provide a number of other services to help set the stage so that our students may achieve their academic goals in a safe, secure and peaceful setting when they are on campus.

The district safety officers perform traffic and parking control to prevent accidents and injuries in our parking lots. They look for hazards and take action to correct, reduce or remove the problems, or notify the appropriate persons to resolve the problem. District safety officers provide basic first aid and CPR if needed when people get hurt. They respond to places on campus where people are reportedly disruptive and take action to restore a peaceful environment. The department takes custody of lost and found property, and makes efforts to return the items to their owners. DSOs routinely help stranded motorists with jump-starts or unlock their cars when they lock themselves out.

#### **Crime Prevention**

Although the department takes great pride in keeping our campuses safe, occasionally crimes and other threatening circumstances occur. When they do, our DSOs are the first responders and often, they can resolve problems internally. Department supervisors monitor the incidence of criminal activities on our campuses and direct our district safety officers to patrol more frequently in locations where crimes have occurred. Current students are utilized as paid campus security aides to augment the patrols in the parking lots and to assist with dispatch duties in the office. The department requests assistance from local law enforcement agencies to perform more frequent patrols near our facilities when serious crimes have occurred. We also post alert bulletins and maintain crime logs to inform our students and staff

about criminal activities and ask for their help to report suspicious behavior. However, some crimes or emergencies require outside assistance, and we will call the local police for help.

To support the crime prevention efforts of our DSO's the district uses intrusion alarms, access control systems and video surveillance systems in all new buildings and in some older buildings. The M and O building and the I Building at SAC and the E and L buildings at SCC have these systems. The video cameras in the I building at SAC captured images of a man suspected of committing some burglaries in the B building. The system in the M and O building recorded the suspect in a strong-arm robbery that occurred on the sidewalk near the baseball field. These recordings were passed on to SAPD investigators. The video surveillance system in the bookstores at both colleges has been instrumental in the apprehension, arrest and conviction of several suspects during the past few years.

During the last few months of 2009, several burglaries and acts of vandalism occurred at the Child Development Center at Santa Ana College, mostly after-hours and on week-ends. We posted WeTip posters. We scheduled more frequent patrols and door checks of the Center. However, this strategy was ineffective because of the size of the campus, the need to patrol and protect other buildings on campus, and the location of the facility on the outer edge of the campus. We resolved this recurring crime problem and prevented further crimes by installing a monitored intrusion alarm system and a surveillance camera system at the Child Development Center.

The lieutenants and DSO's assisted the colleges in managing many instances of student discipline. DSO's often initiated the process by documenting reports of disruptive behavior and restoring the peace by escorting the disruptive person from the campus. By proactively working with the student services staff in the college health centers and the administrators who are responsible for enforcing student disciplinary action, the department helped maintain a calm and peaceful learning environment. They identified disruptive students whose conduct may have escalated to acts of violence without that intervention.

#### RSCCD CRIME STATISTICS ON CAMPUS

#### Santa Anna College (SAC) and Santiago Canyon College (SCC) Crimes reported at sites and centers are combined with their college data

Crime	2009 Totals		
	SAC	SCC	All
Murder	0	0	0
Manslaughter	0	0	0
Forcible Sex Offense	0	0	0
Non-Forcible Sex Offense	0	0	0
Robbery	2	0	2
Aggravated Assault	0	0	0
Burglary	8	0	8
Motor Vehicle Theft	7	1	8
Arson	0	1	1
Hate Crimes	0	0	0
Weapons Possession	0	0	0
Drug Abuse Violation	2	0	2
Liquor Law Violation	6	0	6
Bomb Threat	0	1	1
Grand Theft (over \$400)	27	3	30
Simple Battery	2	1	3
Larceny from Vehicle	20	1	21
Petty Theft	49	3	52
Vandalism	36	15	51
Total	159	26	185

District-Wide Totals				
2007	2008	2009		
0	0	0		
0	0	0		
0	2	0		
0	0	0		
2	3	2		
0	1	0		
2	9	8		
8	9	8		
0	4	1		
0	0	0		
1	1	0		
3	3	2		
5	2	6		
0	0	1		
11	20	30		
5	2	3		
22	23	21		
30	70	52		
27	26	51		
116	175	185		

Most categories of crimes have remained at low levels over the past three years. SCC has enjoyed a lower incidence of crime on campus, which is attributed to its more isolated and upscale location and smaller campus population. Throughout the district, we are especially fortunate to have a very low number of crimes against persons occur on our campuses. Only two such crimes, robberies, were reported last year. The number of auto thefts and thefts from vehicles has also remained low during the past three years.

The year to year increase in total numbers of reported crimes can be attributed to three categories of crime: Grand Theft (more than \$400 value); Petty Theft; and Vandalism. We are trying to reduce these numbers by posting WeTip flyers and posters throughout our campuses. We are doing more patrols in the areas where students park their bikes, to prevent petty thefts of bikes. We are doing more patrols through the locker rooms to prevent thefts that have occurred there.

#### **Property Protection**

Most of the members of the department are assigned during class hours because protecting our people is our primary purpose. We are also responsible for protecting our property. We have DSOs on duty around the clock every day of the year to ensure that our facilities are secure. After hours, the DSOs are often the only employees on duty throughout the district, checking our properties to spot problems before they get big, and to deter people who are thinking about doing damage. The DSOs respond to alarms that sound and investigate the cause. The DSOs often find problems after-hours and notify the appropriate people and agencies so that corrective action is taken allowing classes to commence without interruption.



At Santa Ana College the second and final phase of the project to replace an outdated fire alarm system that began last year was completed. A campus-wide fiber optics network connecting fire alarm systems in every building was installed and fire alarm systems in three of the newer buildings on campus were updated so they would be compatible with the new system. The cafeteria's fire extinguisher system was updated. District safety officers performed fire watch patrols and posted safety alert notices during the alarm replacement project in the buildings that had their alarms temporarily disabled to ensure the safety of The final stages of a project to install new students and staff. water supply lines for campus fire suppression systems were completed as part of a fire master plan that was developed and implemented to remediate current needs caused by failure of old systems and also to meet the needs of future expansion projects. This also enabled SAC's fire suppression water

systems to pass the five year certification requirement. The district safety department collaborated with local fire officials, campus administrators, maintenance and operations staff, outside contractors and the leadership of district facilities staff to complete these projects while also minimizing the impact on classroom instruction.

#### **On-going training**

DSO's received refresher training in first aid and CPR with Automated External Defibrillator training. They were also provided training in the operation of the new fire alarms system at SAC. The system has a public address system that can be activated from a control panel in every building on campus. From those panels, a DSO can make an announcement to a single building or to every building on campus. DSO's were also trained in



the operation of the BERBEE public address system that is a function of the district's new VOIP telephone system. Announcements can be made through the speakers of each phone on campus, and the system can be programmed to make an announcement to a single phone, to phones in a specific zone or a floor of a building, multiple zones, to groups of buildings or to an entire campus. DSO's also participated in "active shooter" training sessions that involved a table-top exercise engaging campus staff with the SWAT team from the

Orange Police Department at SCC and the Santa Ana Police Department SWAT team at SAC. The Lieutenants also presented seminars on safety and emergency preparedness topics at the flex week workshops for faculty and staff of both colleges. The SAC Lieutenant conducted several safety workshops for new international students.

#### **Special Events**

DSO's at the campuses frequently provide security for special events. During the past year, events such as the "Relay for Life" Cancer awareness program, the Kiwanis Car Show, Kindercaminata, the Hall of Fame program at SAC, and Commencement ceremonies were held without incident.

#### **Department Audit**

To be effective, we must involve all segments of the college communities that we serve. During the past year the department underwent a thorough review and audit. Security specialists who work as consultants for ASCIP examined safety and security department policies, procedures and practices at every district site. They conducted site visits, reviewed documents and interviewed administrators of every major department at every site, to get feedback about the performance of our personnel at their locations and also about safety and security issues in their area.

The consultants prepared a thorough report that included recommendations to improve the safety and security of persons and property throughout the district. Major recommendations include: revise the department policies and procedures manual; provide additional supervisory staff; develop, plan and implement a comprehensive access control and video surveillance system throughout the district; provide additional in-service training and a formalized field training program to DSO's and to all employees regarding work-place violence. The consultants also prepared department specific recommendations to enhance safety and security at every department on all campuses.

We will be prioritizing these recommendations and will identify those that can be accomplished quickly. Recommendations that will require additional funding will have to go through the shared governance budget process.

#### EMERGENCY PREPAREDNESS



Emergency preparedness, planning and training continued to be a major emphasis this past year. In April of 2009 the Swine Flu Pandemic (H1N1) hit Southern California and we spent the summer going to meetings with the Orange County Health Care Agency (OCHCA), the Orange County Emergency Management Organization (OCEMO), and the Disaster Resistant California Community College Task Force Group to try to get a handle on the situation. We formed an internal group of key players to update the district's Pandemic Plan, and we continued monitoring the situation and tracking absences throughout the district. Santa Ana College partnered with the City of Santa Ana and the Orange County Health Care Agency and agreed to become a Point of Distribution (POD) site for the City. A POD site is where mass dispensing of medications take place during an emergency. After months of training and preparation and with the City, the Santa Ana Fire Department, The Santa Ana Police Department, Santa Ana Public Works, and the OCHCA we tested our plan by having a mass vaccination exercise at the end of October at Santa Ana College. Over 1,500 free flu shots were given out to members of our surrounding communities in a 2-hour period. The nursing students at the college provided the inoculations. The event was such a success that the OCHA asked if we would be willing to host an H1N1 mass vaccination event the very next day. The college agreed and that, too, was an overwhelming success. The Environmental Safety & Emergency Services (ES&ES) Manager coordinated all the planning and training on behalf of the college for the district and the district Safety Office provided support and manpower for the event. It was a great chance to work with the City and County Agencies and to practice our emergency response training.

Providing training for an Active Shooter simulation also became a major focus of this office. In May of 2009, Santiago Canyon College had a scare on campus where some students reported seeing a man on campus carrying a rifle. The Orange Police were called and responded with more than 30 officers from Orange and surrounding agencies. It turned out to be a drama student who was dressing the part of a Vietnam veteran for a class project, but it accelerated our plans to create an Active Shooter training program for the district. We worked with the Orange Police Department and the Santa Ana Police Department and developed a comprehensive training package that we rolled out in November, 2009. Over the next 6 months we held more than 20 training sessions for management, faculty, staff and students. We also coordinated tabletop exercise for the management teams at each of the colleges and the respective SWAT teams for their cities. The training has been very well received.

National Incident Management System (NIMS) training also continued for managers throughout the district. We rolled out the last of the required NIMS training classes with the IS-800 course. We were able to train more than 40 of our staff.

In September we had a Fire Captain from the Santa Ana Fire Department conduct Building Triage training for the M&O staff at Santa Ana College. In the 4-hour training they learned what their roles would be after an earthquake, what to look for to make sure a building was safe to enter, and they had hands-on training with the supplies in the emergency trailer.

In November our office went through a train-the-trainer course for the new Berbee emergency phone announce system that we purchase with our new VOIP phones. We are able to pre-record emergency announcements and play them over the speakers on the phones or we can do live announcements. We trained a number of people at each site to be able to use the system. Our first practical application of the system was during the Great California Shakeout Drill. It worked very well and will be one more excellent way to communicate with students, faculty, and staff during emergencies.

A draft revision of the district's Emergency Response Plan was sent out to all sites near the end of the year. The responses from all the site administrators have been incorporated into the final draft. This draft will be sent to the Chancellor's cabinet for review by the middle of November, 2010. When that body has reviewed and approved it, the Emergency Response Plan will be sent to the Board of Trustees for approval.

#### ENVIRONMENTAL HEALTH AND SAFETY

Routine safety programs provided by the Environmental Safety and Emergency Services manager include: hazardous waste storage, handling and disposal; business emergency plans; integrated wastes and recycling programs for all sites; and CDC playground safety. He provided safety training to our employees in: blood-borne pathogens, electrical lockout/tagout, electric cart operations, forklift training, heat stress, annual asbestos awareness, annual hazardous wastes, fire extinguishers, injury and illness prevention plan, and NIMS certified emergency preparedness courses. He also conducted annual safety inspections of all the sites, and followed through with the site administrators to correct deficiencies.

Business Emergency Plans have to be submitted to the fire agencies in the cities where companies do business and the ESES manager updated the plans for both SCC and SAC last year.

The ESES manager assisted the colleges with several concerns about occupancy loads in classrooms. Several classrooms at CEC had to have a number of seats removed to ensure adequate walkways for emergency evacuations. A similar problem existed in a number of classrooms in Dunlap Hall and the Art Building at SAC. Those concerns have been resolved.

Indoor air quality complaints from occupants in the A building at SAC were investigated and resolved. The ESES manager worked with the Facilities Department to address a problem with asbestos containing materials at CEC.

#### **INFORMATION TECHNOLOGY SERVICES**

#### **Mission Statement**

Information Technology Services (ITS) enables the Rancho Santiago Community College District (RSCCD) to define and fulfill the role of technology in higher education. Through the use of technological resources, ITS supports academic programs, student services, and administration at the district office, the colleges, and academic centers.

Under the direction of the Assistant Vice Chancellor, Sylvia LeTourneau, ITS:

- Provides a robust, reliable, and secure information technology infrastructure Districtwide
- Supports the use of information technology to facilitate academic innovation in instruction and learning
- Provides electronic access to information
- Anticipates and executes the needs of the campus communities in a timely manner
- Promotes and develops partnerships to empower campus-wide use of technology
- Develops a community that is adaptable to technological changes
- Provide professional customer service and satisfactory resolutions to end users

ITS is comprised of four departments: Academic Technology Services (one each at Santa Ana College and Santiago Canyon College); Network and Communications; and Application Development.

2009-2010 proved to be a year of change. With the conversion to Datatel, the Application Programming team spent the first year working with the Colleges to ensure the accurate and timely completion of routine processes and reports. Meanwhile, this year the Network team worked on refining the functionality and efficiency of the phone system, as well as, developing innovative network strategies with a focus on system-wide legal compliance. Besides keeping computer systems, classroom and lab computers, and college servers running at an optimum level, the Academic Technology departments experimented with "green" technologies to develop environmentally responsible cost saving strategies.

The Assistant Vice-Chancellor also chairs the district Technology Advisory Group (TAG) that meets monthly to discuss, evaluate, share information and ideas, and make recommendations related to the information and communication technologies used within the District. This committee, consisting of faculty and staff representation from both Colleges, partners with ITS staff to provide expert guidance in determining what new technologies should be implemented for the colleges. In addition, TAG works to advance operational efficiency and optimize student learning through technology. It assists associated committees, groups, and departments by coordinating technology requests, supporting the development of technology policies and procedures, and promoting student learning through the use of technology.

#### ACADEMIC TECHNOLOGY SERVICES

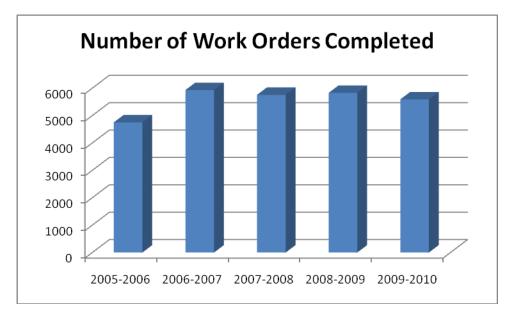
Under the direction of Nicholas Quach (SAC) and Curtis Childress (SCC), Academic Technology Services (ATS) provides the Colleges and their satellite sites of Centennial

Education Center, Orange Education Center, Digital Media Center, and other smaller locations, support services that are concentrated on the general education needs of the students, staff, and faculty. The goals of both ATS teams are to provide a user-friendly educational computing environment that is responsive to the needs of the staff, faculty, and students; to provide technology-focused services that increase productivity and enhance computing experiences; to provide a reliable, efficient, friendly and easily-accessible services.

Academic Technology Support Departments assist the Colleges by:

- Procure, maintain, and inventory College computers
- Install and maintain desktop and laptop computers in support of academic programs
- Manage academic technology computing images
- Acquire, install and maintain servers in support of academic programs
- Work with deans and vice presidents to ascertain campus technology needs
- Assist the distance education departments with Blackboard for online instruction
- Provide custom software installation and support to each department
- Participate in the Colleges' Technology Advisory Committee (TAC)
- Collaborate with vendors to find optimal solutions for campus technology needs

The volume of work orders (e.g. computer repairs, relocations, software configurations, phone installations, and training) continues to maintain a steady pace over the last four years, approximately 5,600 requests per year.



#### Santiago Canyon College (SCC)

As the SCC Science Center construction nears completion, ITS is collaborating with staff to discern their technology requirements, interfacing with vendors concerning the technology needs in regards to computers, printers, and Audio Visual equipment (such as Nova stations, projectors, screens, mixers, speakers, DVD players, document cameras and more).

The SCC Maintenance & Operations building construction also nears completion. ITS will have a dedicated services room in this building. This room will serve as the new Main Point of Entry (MPoE) for the College's communications cabling from AT&T (scheduled for completion late summer 2010), become the central hub for all College communications between buildings, and house backup servers for the District Network Operations Center located at SAC.



ITS met with staff and architects on two new SCC buildings (Humanities and Aquatic Center) to discuss technology issues and needs, with construction scheduled to begin middle of summer 2010.

#### Santa Ana College (SAC)

Through Santa Ana College's involvement in a National Science Foundation Convergence Technologies Grant in conjunction with Collins College in Texas, ITS learned about "green" technoloiges

and how they could be quickly implemented. With the combined efforts of ITS and the Computer Science Department, the Green-Lab was built to enhance student learning by utilizing green technologies. The lab focusses on the R's: recycling, reusing, and reducing. The expectation is that green technology will continue to improve, and the Green Lab will continue to be used for student learning, and as a innovative testing facility for ITS to experiment with these new technologies.

The Internship Program at SAC has been highly successful, giving SAC students hands-on experience, and in many cases, job placement opportunities. Employer feedback indicates that SAC interns are well-prepared and have a "can-do" attitude, which is important in today's competitieve work environment. The SAC Intership Program has proven to be an excellent springboard for their careers. The interns at SAC were instrumental in the Green-Lab set-up

and will continue to play an important role in this innovative and experimental environment.

#### **NETWORK SERVICES**

The Network Services team provides a robust, reliable, and secure information technology infrastructure to the college community. Typical duties of the Network team are: Management of the physical data cable plan, including the fiber backbone between buildings, copper wiring within buildings, and the campusto-campus connections via AT&T: implementation and support of the network such equipment, as the backbone router, building routers, and



switches; govern Email and intrusion prevention services, such as spam filtering, antivirus, spyware prevention, and secure remote connections; administrate and maintain centralized storage and backup; manage and support over seventy-five physical and virtual servers; and sustain the District computer workstations.

With the support of the Technology Advisory Group, the Network team completed the following projects:

- Completed the implementation of the new District-wide Voice over Internet Protocol (VoIP) phone system
- Acquired and implemented a new disc-to-disc back-up system, providing the foundation for a dual location data disaster recovery solution
- Increased our enterprise storage system from 30TB to 40TB
- Rewired buildings A, B, and D at Santiago Canyon College
- Installed an Email and shared document archival appliance to satisfy Federal Ediscovery requirements
- Replaced aging network equipment and virtual servers
- Implemented a new firewall
- Providing end users with more bandwidth

#### APPLICATION DEVELOPMENT

Under the direction of Alfonso Oropeza, the Application Development (AD) team has been intensely immersed in the deployment of Datatel as the new system of record. During the 2009-10 fiscal year, the Datatel system went live for the first time encompassing all operational areas; including the finance module previously deployed, the student module, and the HR/Payroll module.

During the system deployment, the AD team focused on researching, resolving and finetuning numerous items that could be expected to come up as a result of going live on a new system. The items addressed were State reporting, screen customizations, custom batch processes, interface building to external systems, and custom operational reports. Some of the interfaces built are to the Research, EOPS, DSPS, and OCDE departments. This substantial work was addressed by closely interacting with "super users" at each of the campuses and departments. Prioritized lists were created to orderly and effectively address the most critical needs expressed.

In addition, the team deployed, maintained, and supported new third party vendor system services that strengthen and enhanced base Datatel system. The third party vendor systems provided online payment for Community Services registration, attendance tracking for Full Time Equivalency (FTE) calculations, and on-line college application. These systems helped identify additional areas that needed resolution as a result of going live. These items included reports, customizations, and modifications that were necessary to satisfy end user expectations from all service areas.

#### FACILITIES PLANNING AND DISTRICT SUPPORT SERVICES

#### **Mission Statement**

The Facilities Planning and District Support Service Departments primary mission is to oversee and coordinate the planning of all major capital outlay projects within the district including implementation of the district's Measure "E" local Bond. The Department also provides technical assistance and expertise to the colleges as requested and do long range planning to maximize efficient use of facilities for all district sites. In doing so, the mission of the District to serve the students is made possible.

#### **Introduction and Purpose**

The Director of the Facilities Planning and District Services Department is Darryl Odum. In fiscal year 2009-2010, the Facilities Planning and District Support Service Department staff was comprised of an Administrative Secretary, Construction Supervisor, Facility Planning Specialist, a part time Administrative Secretary and a Sr. Custodian / Utility Worker.

The department coordinates the construction and implementation of major construction and renovation projects throughout the district and acts as the liaison in the planning and development of facilities with various state and local governmental agencies having responsibility for planning, construction, regulatory compliance and environmental review. The department is also responsible for developing and submitting the district's Five Year Construction Plan pursuant to State Education Code. The department develops project scope of work and provides a budget for all state-funded Scheduled Maintenance and Hazardous Materials projects as well as locally-funded facilities modification projects.

The department coordinates the screening and hiring recommendations for architects, engineers, space planners and environmental consultants. Other responsibilities include keeping up to date with major facility planning issues and provide input to constituent groups regarding development of District facilities to meet the long term needs of students and modern educational delivery systems. Maintains and manages all documents relating to district facilities. This includes keeping blueprints and construction documents organized and available for use. Maintain manage and continue to upgrade the building automation system as funding and technology becomes available. Coordinates the facility operation for the district office building including custodial services, grounds, building maintenance and miscellaneous service contract providers.

On the following pages are various charts that illustrate the department's activities and Purchase Orders that were issued and completed this past year.

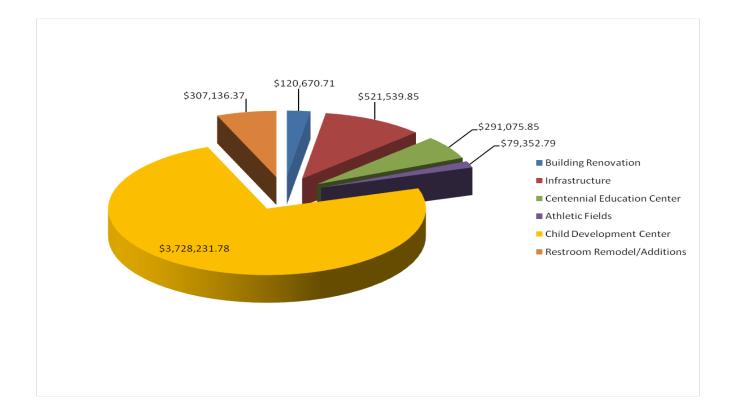
## FACILITY PLANNING, DISTRICT CONSTRUCTION AND SUPPORT SERVICES

#### 2009 - 2010 ANNUAL REPORT

The Facilities Department issued over 358 Purchase Orders with a value of \$45,211,146.79. Outlined below is a partial list of Measure E Projects as well as Capital Outlay Projects at various District Campus locations.

## SANTA ANA COLLEGE

Building Renovation	\$120,670.71
Infrastructure	\$521,539.85
Centennial Education Center	\$291,075.85
Athletic Fields	\$79,352.79
Child Development Center	\$3,728,231.78
Restroom Remodel/Additions	\$307,136.37



The Department completed the following projects:

- 1.) Gym Floor Replacement/Restroom Addition
- 2.) Fire Sprinkler Installation in the Gym
- 3.) Fire Water Line at the 'G', 'H' and 'W' Buildings
- 4.) Improvement of the 12-inch Fire Water Line
- 5.) Dance Floor Replacement
- 6.) Data Closet Upgrades
- 7.) Installation of Scoreboard
- 8.) Surface Parking Lot #11

The new Child Development Center has also been completed.

## SANTA ANA COLLEGE

The Department also completed projects at:

Orange County Sheriff's Regional Training Academy

- 1.) Obstacle Course Lighting
- 2.) Concrete Sidewalk Repairs

Centennial Education Center

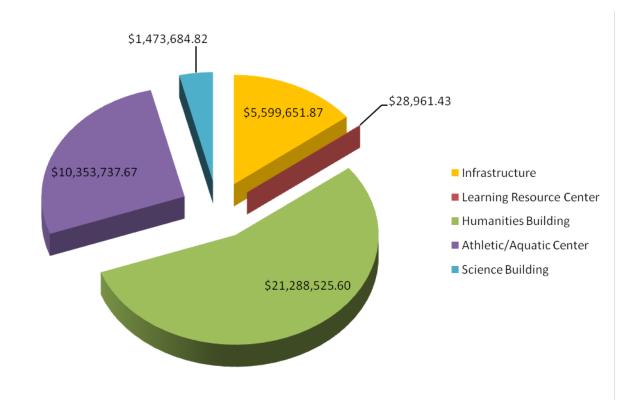
1.) Child Development Center Renovation

## SANTIAGO CANYON COLLEGE

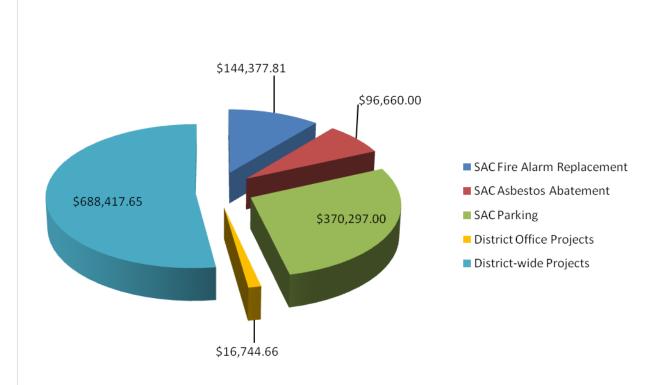
At the Santiago Canyon College Campus, the Maintenance and Operations Building has been completed along with the Relocation of the Portable Classrooms for the Exercise Science Department.

The Science Building is complete and the following projects are currently underway:

- 1.) Humanities Building
- 2.) Gymnasium/Aquatic Center
- 3.) Santiago Canyon Road Entry and additional student parking
- 4.) New Chapman Avenue Entry and LRC Parking
- 5.) Campus Loop Road Extension



## CAPITAL OUTLAY AND SCHEDULED MAINTENANCE PROJECTS



SAC Fire Alarm Replacement Project	\$144,377.81
SAC Various Asbestos Abatement	\$96,660.00
SAC Parking Lot Resurfacing	\$370,297.00
District Office Projects	\$16,744.66
District-wide Projects	\$688,417.65
TOTAL	\$1,316,497.12

#### Fiscal Services Department

The Fiscal Services Department serves as the financial center for the District's fiscal operations. It includes the budgeting, accounting, accounts payable, enrollment management reporting, payroll, and Datatel project management. In conjunction with the colleges, the Fiscal Services Department coordinates the annual budgetary process which establishes the expenditure levels for the expected revenues, manages general fund and other special funds, properly records actual revenues and expenditures, assures the timely payment of district obligations for the payment of wages and salaries to staff and outside contractors and vendors, provides reports for monitoring budget and expense performance, and complies with external reporting requirements.

#### Fiscal

#### Functions

- Act as a resource to campus and district personnel for any issues related to fiscal services including budget, accounting, accounts payable, fiscal and enrollment reporting.
- Prepare quarterly financial and investment reports for timely submission to the Board of Trustees.
- Monitor cash balances and cash flow needs.
- Prepare monthly cash flow statements for the General Fund.
- Ensure all financial reports are completed accurately and filed timely.
- Provide financial information and forecasts as necessary.
- Monitor arbitrage calculations for bond proceeds.
- Provide for bi-annual actuarial studies on employee retiree health benefits obligations.
- Prepare and submit annual continuing disclosure documents for bond issuances.
- Prepare monthly bond expenditures and percentage of completion reports.
- Prepare and coordinate financial information for the Bond Oversight Committee.
- Ensure all district accounts and funds undergo an annual independent financial audit.
   Follow-up and resolve any related audit issues.
- Monitor federal, state, and local law changes and revise our practices and procedures as necessary to comply with applicable provisions.
- Prepare financial reports and forecasts as requested.
- Update the Fiscal Services section of the District's website.
- Develop the reports necessary to comply with Federal, State and Local requirements.

#### Budget

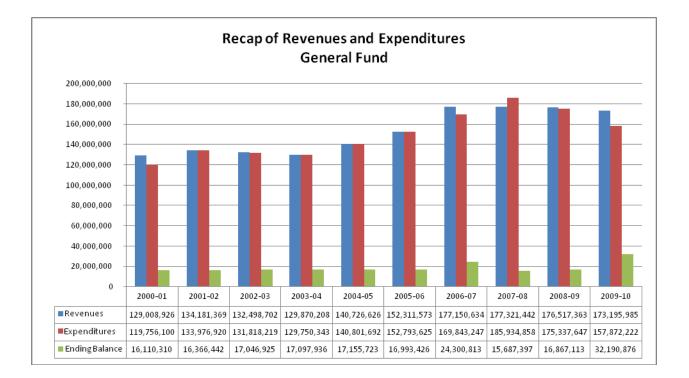
#### Functions

- Prepare the annual budget assumptions for review and discussion with the Budget Allocation & Planning Review Committee.
- Establish the revenue and fixed cost expenditure budgets. Provide campuses with their discretionary allocations.

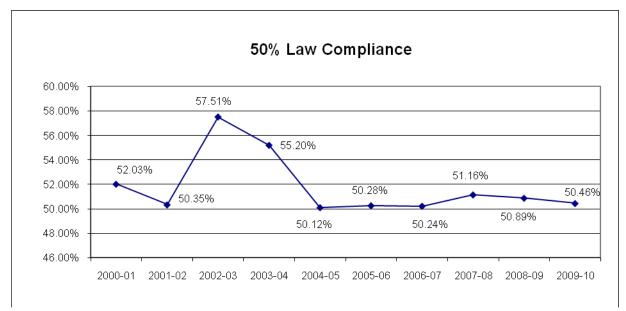
- Prepare reports for District Enrollment Management Committee in determining Full-Time Equivalent Students (FTES) targets.
- Prepare information for the Budget Allocation & Planning Review Committee.
- Coordinate the preparation of budget and augmentations with the Resource Development department for categorical programs.
- Budget preparation for the bonds and capital outlay budgets.
- Revise the Adopted Budget throughout the year as needed.
- Prepare the Tentative and Adopted Budget books.
- Produce monthly revenue and expenditure year-to-date projection reports.
- Produce monthly financial budget comparison reports.
- Comply with external reporting requirements.

#### Accomplishments

 With the help of the Information Technology Department, the Datatel budget module was improved to include annual projections for actual employees budgeted salaries.



Education Code Section 84362 (50% law) requires all community college districts to spend at least half of their current expenses for salaries of classroom instructions. The chart below represents the district's reported level of compliance with the 50% Law for the last nine years.



#### Accounting

#### Functions

- Record, summarize and analyze all financial and budgeting transactions for all District funds.
- Receive and allocate district revenues for local state and federal sources.
- Process budgets, verify and monitor expenditures to insure compliance with all regulations and prepare reports for more than 232 federal, state and local special projects.
- Maintain master Chart of Accounts, general and subsidiary ledgers and special journals.
- Prepare quarterly and annual financial reports to the State Chancellor's Office and the Orange County Department of Education.
- Coordinate annual audit of district activities and provide reports and documentation needed by the independent financial auditors for their examination.
- Perform internal audit functions as necessary.
- Serve as resource to all district programs regarding accounting and fiscal operations issues.
- Develop manuals and provide training to end-users on the accounting system.
- Interact with program directors, federal, state and local program agencies and external auditors on compliance and audit issues.
- Prepare internal reports for district users.
- Prepare Comprehensive Annual Financial Report as required and in accordance with the Governmental Accounting Standards Board and generally accepted accounting principles.

- Perform reconciliation procedures for district activities with the Orange County Department of Education and all district bank accounts.
- Provide district capital asset summaries and support schedules based on established capitalization and depreciation policies in conformity with generally accepted accounting principles. Assure the capital asset subsidiary ledger is in agreement with the general ledger control accounts.
- Receive and record collections from students and employees.
- Provide support to all the districts foundations and perform bookkeeping and financial reporting services to the RSCCD Foundation.
- Keep updated and adapt to changes in Federal and State regulations related to accounting and financial reporting procedures.

#### Grants & Loans

- Process financial aid transcripts.
- Manage and collect Federal Direct and Perkins Loan funds and grant over-awards.
- Coordinate student financial aid disbursement activities with Financial Aid and Accounts Payable departments.
- Maintain student financial aid subsidiary ledgers.

#### Accomplishments

- The financial module of Datatel was implemented on in July 1, 2007. This was the only module in production during 2007-2008 and 2008-2009 fiscal years. Numerous reports have been developed to accommodate the expense distribution of the payroll and benefits data, county reconciling, special projects and reports for the colleges and other users of the system.
- The Student Accounts Receivable system went into production in April 2009. Included in this module is the financial aid application that went live in Fall 2009. As Datatel is an integrated system, this directly impacts the General Ledger.

#### Accounts Payable

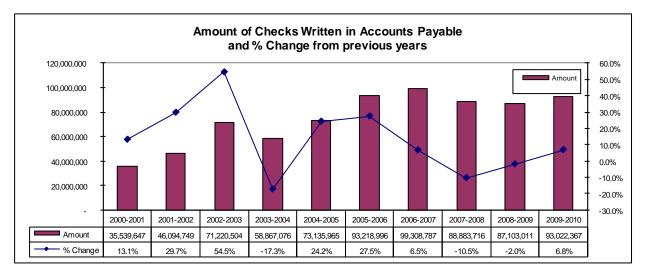
#### Functions

- Perform the primary non-payroll disbursement function for the district which plays a critical role in its financial cycle.
- Process for payment the general expenditure obligations of the District in accordance with current state and federal laws, Education Code, district policies and procedures and audit practices.
- Ensure the accuracy, completeness and appropriateness of payments made to outside vendors for goods and services, to staff for expense reimbursements, and to students for grants, tuition refunds, stipends and other reimbursements.
- Assist the district in accomplishing its objectives by using a systematic, disciplined approach to evaluate and improve the effectiveness of the entire payables process.
- Undertake wider roles in fraud prevention, cost reduction, workflow system solutions, cash-flow management and internal controls.

- Disseminate, explain and interpret district, state and federal regulations related to accounts payable functions. Implement new district policies and procedures resulting from new laws and regulations.
- Establish and maintain vendor records and archiving of files in accordance with county, local and state requirements and IRS regulations.
- Maintain effective relationship with vendors through timely and accurate payment and responses to inquiries.
- Monitor the timing of payments in order to avail of discounts, maintain satisfactory credit ratings and avoid interest expense and penalties due to late payments.
- Prepare, withhold, remit and file quarterly and annual reports to Federal and State agencies for 1099, 1042, 592, 542, etc.
- Prepare and provide necessary schedules, documentation and files to internal/external auditors.
- Coordinate accounts payable activities with the Purchasing Department.

#### Accomplishments

- For 2009-2010, there were 38,792 invoices processed and 28,016 checks written for the total amount of \$93,022,366.86 including financial aid checks which are now written in Accounts Payable. The total amount increased by 6.79% from fiscal year 2008-2009.
- This year marked a continuous increase of stipends paid to students from the Student Mentor Program, Transfer Mentor Program, STEM Teaching Scholars, CAMP and USDA Partnership for Transfer Success.
- For 2009-2010 we prepared 244 1099's and collected and remitted quarterly withholding taxes for the 20 CCID foreign students in March, 2010.
- The bar chart below shows amount of checks written per year for the last nine years and the line graphs shows the percentage change from the previous years.



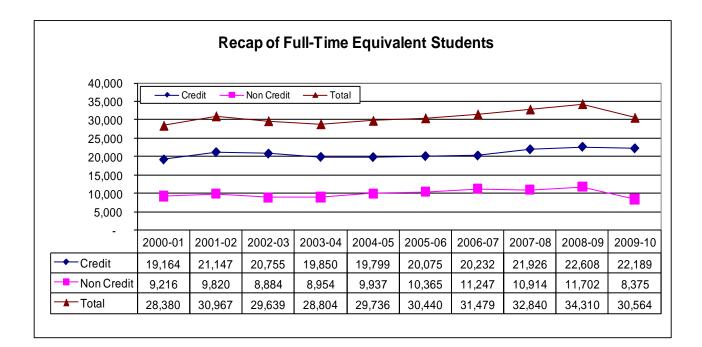
#### Enrollment Management

#### Functions

- Provide progress reports in achieving the annual target tied to cap funding. Full Time Equivalent Students reporting to the District Enrollment Management Committee (DEMC), Chancellor's Cabinet, and other requestors.
- Certify and populate upon request the apportionment attendance report (CCFS-320) and the apprenticeship report CCFS-323.
- Develop analysis, historical performance trends, and projections compared to the annual targets.
- Assure that the methods of collecting attendance and reporting comply with the education code, regulations, advisories and related publications.
- Provide record retention electronically of all auditable documents supporting P1, P2, and Annual.
- Prepare documents and reports as required or requested by State agencies or District personnel.

#### Accomplishments

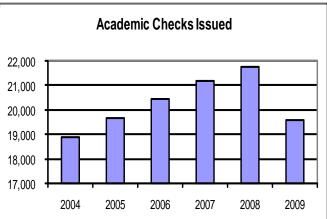
- The implementation of Datatel student module in 2009-10 signaled the need for the creation of new attendance reports in order to comply with the CCFS-320 reporting to the Chancellor's Office.
- We continued to work with ITS to create various 320 reports that are comprehensive to meet the compliance requirements of the Chancellor's Office. This includes all supplemental information – CDCP (enhanced funding, non-credit), AB 540 student headcount, basic skills/immigrant education both credit and non-credit, in-service training, special full time and part time PE credit FTES (CAP students), center FTES.



#### Payroll

#### Functions

- Collect, prepare, and process timely and accurate payroll, payroll taxes and retirement information for all district employees including retroactive payments, contract changes and corrections.
- Serve as a resource to all district employees regarding payroll issues.
- Analyze Human Resources, Risk Management and other source documents to ensure proper payments, taxation and withholding to employees.
- Maintain records of employee voluntary deductions and remittances.

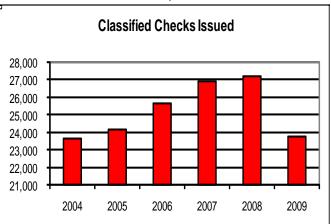


- Balance and process accruals and usage of all leave types (Sick, Vacation, Etc.) verifying compliance with education code requirements and collective bargaining agreements.
- Assure payroll compliance with Federal and State regulations and District policies and procedures.
- Audit, reconcile and file annual, quarterly and monthly reports Federal and State agencies including W-2 forms, W-2C forms, 1099 forms, 941 forms, DE43 forms, etc.
- Process and oversee third party administration for 403b and 457 plans.
- Assist departments with calculating budget costs of new positions.

- Keep updated and adapt to changes in accounting, tax and retirement law regulations.
- Prepare and update the Payroll procedures manual.
- Prepare and provide necessary schedule, documentation and file internal/external auditors.

#### Accomplishments

- Employee information system (EIS) through OCDE was made available to all employees to view and print their own W-2 copies. Eliminating duplicate printing, postage and handling costs.
- Electronic absence forms have been developed and placed on the employee intranet, thereby reducing costs associated with printing several types of old 3 part NCR absence forms.
- Training has been provided to all payroll staff and all site timekeepers in the use of the new electronic absence forms.
- Quarterly timekeeper meetings began June 2010. These meetings will be to provide training and procedural understanding for al leave policies.
- Compensatory time is now updated in Employee Time and Attendance leave system website instead of manually calculating at the site level. This gives full visibility and necessary compliance of



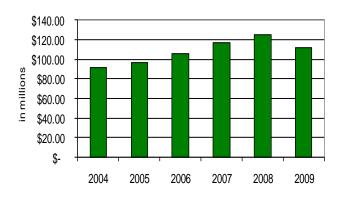
compensatory activity for managers and employees.

Academic calendar changes have made it necessary to change the 10 month academic pay checks. In 2010-2011 we will pay the academic 10 month contract pay from August through May instead of September through June.

#### **Future Projects**

- Expanding responsibilities with the reconciliation, remittance and balancing of all insurance billings, insurance voluntary deductions and employee and retiree insurance premiums payments.
- Employee Time and Attendance leave system training of site timekeepers for input of leave and paid time. (Beta testing began August 2009)
- Timekeepers set up to view, print and run reports on their employees leave activity from the Employee Time and Attendance leaves system website.





- Continuing Education timesheet download program to the Orange County Department of Education timesheet. This download interface will give sites and the Payroll Department needed information without the need for an extra report from the site.
- Sick leave accrual programming for the academic overload hours. Collective bargaining contract changes necessitate the need to generate sick leave benefits on the overload hours worked.
- Timekeepers and managers will have the ability to view, print and run reports of all leave information for their employees. Managers and employees will now have full visibility of leave balances and activity.

#### Datatel - Financial Project Management

#### Functions

- Assess current financial processes, procedures and reporting needs including process mapping.
- Work with Information Technology Services (ITS) to develop procedures to add new users into the Datatel system with appropriate security classes.
- Determine reporting needs and develop reports to accommodate end-users and external reporting requirements.
- Coordinate with other areas (human resources and student module teams) to get the most out of the integrated system.
- Determine customization, third party software and other needs in addition to the standard Datatel system.
- Provide ongoing support to users.
- Train end-users in the new financial system, including purchase requisition, general ledger/budget, approvals and introduction and navigation training.
- Develop training manuals and desk reference guides.

#### Accomplishments

- Datatel is the maker of the Colleague module, which incorporates three key areas: Student, Finance and Human Resources. The project assessment got under way in October 2005 and the Colleague Finance Application went live in July 2007.
- By replacing the antiquated GLINK technology, Datatel has integrated many fiscal processes making them more streamlined and less paper-based. These benefits have continue to expand over time as we migrated to having all the applications go live in Summer of 2009.
- The Payroll and Human Resources (HR) assignment contracts project began in February 2009. The District hired Rose & Tuck as consultants to help us link the scheduling tasks with payroll. The District decided to stay with the Orange County Department of Education (OCDE) for payroll processing. We are not using Datatel to issue payrolls. Rose & Tuck utilized the assignment contracts in Colleague to bring Payroll, HR and Student Scheduling together. With much hard work from HR, Payroll, ITS and Fiscal staff, we were able to accomplish our deadline and made it possible

for the HR application to go live September 2009 with no major errors noted related to payroll checks.

By January of 2010, more than 380 users were trained in the general ledger and purchasing components of the Colleague system. Subsequent training sessions for new users are offered and follow-up training is provided as needed.

#### **PURCHASING SERVICES**

#### **Mission Statement**

The Purchasing Department has as its primary mission to serve the colleges and support service departments in the most cost efficient and responsive manner possible. In doing so, the mission of the District to serve the students is made possible.

As a core of professionals, the entire department seeks innovative answers to meet the needs of its customers while making cost effective use of District funds. In order to ensure that expenditures are proper, competitive, and without conflict of interest, the staff must follow the mandated rules and regulations, which govern their actions as well as perform their duties in an ethical and responsible manner.

#### **Introduction and Purpose**

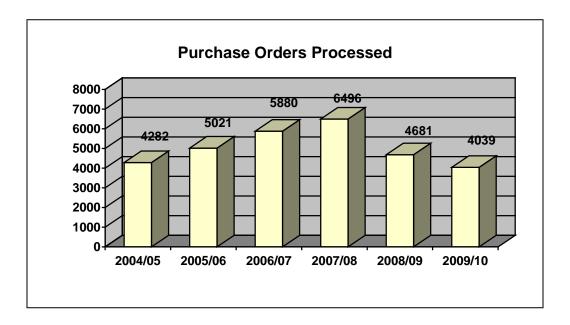
Under the direction of the Director of Purchasing Services, Tracey Conner-Crabbe, the Purchasing Department is centralized and has the procurement authority for the District, responsible for the acquisition of supplies, materials, services and equipment and is essential to the success of programs. The centralization process is designed to monitor, standardize, and maximize the use of discounted purchase contracts and agreements that are available to the District as well as to extend fiscal control over the expenditure of funds.

The District operates on a fully integrated software system, Datatel, consisting of three applications, Finance, Human Resources and Student. The purchase requisition/purchase order system, as well as fixed assets is part of the Finance module. Training sessions of the online purchasing requisition system are conducted by the Purchasing Department on an as needed basis. The training materials are written and maintained by the Purchasing Department. There are established board policies and procedures to accommodate the purchase of any item, ranging from a small amount of supplies needed immediately to purchasing a new complex voice over IP (VOIP) phone system.

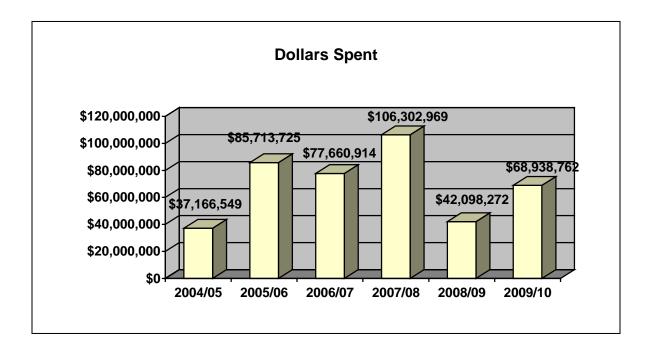
Other major functions of the Purchasing Department are service contracts, record retention/storage, warehouse/receiving services, fixed assets, surplus property and mail services.

We are working with a significant reduction in staff compared to the previous year due to the current budget situation. However, in spite of the reduction in staff, we continue to meet the demands and produce a considerable amount of work in a satisfactory and timely manner.

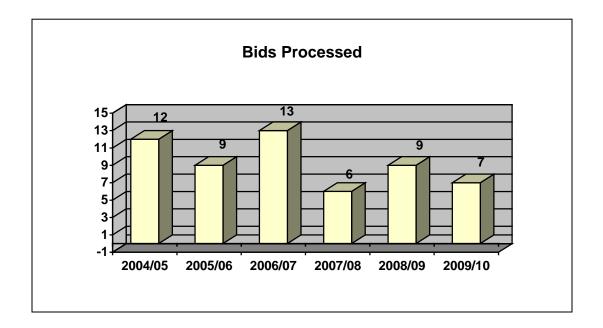
As shown on the next page are charts that illustrate the volume of purchase orders, and formal bids that were processed in the past six (6) years including the annual dollar total spent for each year.



This chart illustrates a gradual growth since 2004/2005 fiscal year; however, fiscal year 2008/2009 and 2009/2010 reflects a decline due to the cut backs in spending and due to the state budget crisis.



Even though the financial situation in the State remains uncertain and the reduction in spending continues, there was still a significant amount of activities and orders processed in 2009/2010. The last five years, purchases were primarily related to Measure E bond money for new construction and facility modernization.



Fiscal years 2004/2005 and 2006/2007 show a higher volume of bids. This is due to multiyear service contracts ending. Majority of our contracts are on a 5-year cycle which is re-bid at the end of their cycle.

The Purchasing Department takes advantage of utilizing cooperative (piggyback) contracts to eliminate a duplication of effort and to obtain better pricing. This method reduces the amount of bids generated on an annual basis.

#### Significant Activities and Accomplishments in Fiscal Year 2009/10

- Continue to support the bond projects related to construction procurement and services.
- Furnished the new Science Center at Santiago Canyon College and the new Child Development Center at Santa Ana College.
- Assisted in developing the Student Printing /Copying Agreement for Santa Ana College.
- Participating in the planning and installation of state-of-the-art A/V equipment for the new Science Center at SCC.
- Conducted two open houses for surplus property for District use, non-profit organizations and schools.
- Facilitated the installation of the new baseball scoreboard at Santa Ana College's Sneddon Field by joining forces with the district's auctioneer in dismantling, removing and auctioning off the old scoreboard. The sale of the old board grossed \$400.00 resulting in net proceeds of \$260.00 for the District.
- Awarded seven formal bids:

Printing and Copier Paper A/V Equipment & Installation Lab & Classroom Stools Elevator Repairs & Maintenance Service HVAC Maintenance Service Microscopes Science Equipment & Supplies

- In addition to awards, four (4) cooperative (piggyback) contracts were initiated and approved to be used as needed.
- Successfully negotiated a reduction in the 2010 costs for Trash Disposal service.

#### **District Warehouse Operations**



As the photo illustrates, the District Warehouse is used to safeguard new computers awaiting to be deployed as well as surplus furniture and equipment that is available for district-wide use.

The District Warehouse is a 9,326 square foot facility located at the Santiago Canyon College – Orange Education Center.

Under the supervision of Armando Toner, Inventory, Delivery & Storage Services Supervisor, District Warehouse Operations is responsible for the receipt, inspection, safeguarding and delivery of most purchased goods throughout the District.

The Warehouse is also responsible for maintaining trace inventories, conducting physical inventories, and providing the independent auditors an annual reconciliation of fixed assets.

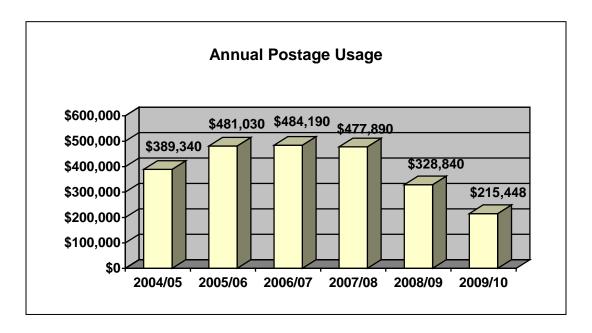
Some other key functions of the Warehouse include maintaining and coordinating the donation, sale and ultimate disposition of surplus District property, withdrawals, re-files and destruction of District records via Schick Records Management.

During fiscal year 2009/2010, the District Warehouse coordinated the donation of surplus furniture and equipment no longer needed by the District to several school districts per board policy. These districts included Santa Ana Unified School District, Orange Unified School District, Garden Grove Unified School District, Tustin Unified School District, and Irvine Unified School District.

In fiscal year 2009/2010, with a staff of two full-time storekeepers, the District Warehouse added over 1,100 new assets and retired 467 items through public auction.

#### Mailroom Services

Under the supervision of Armando Toner, Inventory, Delivery & Storage Services Supervisor, Mailroom Services department is responsible for the acceptance and processing of inbound and outbound US mail and Inter-Office correspondence. The department is also responsible for providing delivery and collection of inbound and outbound correspondence to six district locations throughout the county. There are two district staffed mailroom locations, one in the District Operations Center and one at the Santa Ana College campus.



In fiscal year 2009/2010, for a total cost of \$215,448, the Mailroom Services metered 242,748 pieces of mail. An additional 1,221,049 pieces of bulk mail were processed through the United States Postal Service Business Mail Entry Unit in Santa Ana.

#### AUXILIARY SERVICES

#### **Mission Statement**

The Auxiliary Services Department supports the mission of the Rancho Santiago Community College District and its Colleges. The operations are responsible for the collection and accounting of monies for all District related fees: tuition, parking (annual/daily permits), photo ID and special events, including student body funds. The Auxiliary Services Department facilitates the processing of warrants and performs general accounting for the following funds: Adult Education, Associated Students, Bookstore, Community Education and Diversified. It ensures compliance with accounting and documentation standards by controlling the receipt and disbursement of all Auxiliary Funds. Develops cash handling guidelines and establishes policies and procedures to ensure the fiscal integrity of funds. Responsible for the coordination of all Bookstore and Food Services operations including: retail, vending, coffee cart and catering truck contract management.

#### Student Business Office

- Provides banking, cashiering, accounting and purchasing functions for all clubs and organizations in each fund: Adult Ed, Assoc. Students, Bookstore, Comm. Ed., Diversified Agency and Diversified Trust.
- Helps ensure that each club and organization complies with internal and external laws, regulations, guidelines, and board policies.
- Establishes fundraising and cash handling guidelines to provide an audit trail which complies with District regulations.
- Develops internal controls and fraud prevention systems for cashiering locations and all fundraising accounts held in the Student Business Office.

#### Accomplishments:

The Student Business Office staff implemented the Datatel student system for cashiering and departmental deposits. The department purchased new daily parking permit dispensers with wireless credit card and solar capabilities at SCC and SAC in addition to retrofitting existing parking dispensers with solar panels to create greater energy efficiency. Installed drop box for departmental deposits and payments and entermusement ticket sales. The staff improved existing processes to create greater efficiency for International student insurance payments, annual parking permit payments and developed a distribution process for parking to all off campus sites and centers. Staff piloted new online sales programs for various entermusement parks. Worked with SAC and SCC Foundations to consolidate and relocate appropriate accounts to the Student Business Office. We modified existing district-wide campus vendor policy and processes with Facility department representatives from both colleges, the offices of Student Life, Risk Management and County Counsel.

#### Cashier's Offices (SAC & SCC)

- Collection of student fees and processing of student refunds for parking permits, health fees, student ID cards, instructional material fees, non-resident tuition and student enrollment and registration fees.
- Photo imaging and fee collections for staff and student identification (ASB ID and staff ID). This includes continuing education centers (CEC, DMC & OEC).

- Accounts receivable and billing for student tuition and scholarships including: Veterans, Roadway, Military, Department of Rehabilitation, Journalism, EOPS, JTPA, GAIN and AQMD. Deferred tuition payments, and auditing and billing for nonresident tuition and fees,
- Direct office phone and counter support for inquires related to registration, including student record administrative holds and billings.
- Returned check collection for all district funds (Clearing, Bookstore, Community Education, and Diversified Funds).
- Facilitate peak registration fee collections, staffing and setup.

#### Accomplishments:

Lead staff worked with Financial Aid and District Accounts Payable to coordinate the student Financial Aid disbursements through the Datatel administrative system, implemented student check refunds through Datatel and worked with Community Services at both SAC and SCC to set up and train the Community Services staff for the Datatel cashiering system. Staff continues to work with students and district/college departments to refine the Datatel student cashiering application.

#### **Bookstore Operations (SAC & SCC)**

- Provide necessary educational tools and supplies to serve and benefit the students, faculty and staff at all college locations including textbooks, course supplies and office supplies.
- Initiate and coordinate with faculty and other personnel the acquisition of textbooks, supplies and special related materials required for instructional programs.
- Conduct opening and closing buyback of used books at least three times per year and expand to off-campus sites and locations.
- Purchase supplies and emblematic clothing and soft goods to meet the needs of all students and the college community.
- Order announcements and graduation attire for all graduates, faculty and staff participating in commencement ceremonies.
- Maintain accounting records for special student programs including EOPS, book grants, Department of Rehabilitation vouchers, scholarships, Veterans Administration and other student support programs established by the Associated Student Government at both campuses.
- Plan and operate convenience store and continue to expand express services to other college sites and centers.
- Develop and place vending machines in remote locations to provide school supplies and testing supplies.

#### Accomplishments:

The Bookstore staff began training on the initial modules for the upcoming conversion of the Bookstore's textbook program from the DOS based system to the Windows based point of sale system (WinPrism). This conversion was necessary for all stores/locations to participate and expand a comprehensive textbook rental system through Nebraska Book Company. Food Service Operations (SAC & SCC Cafeteria, Snack Bar, Coffee Carts, Vending and Exclusive beverage contracts)

• Provide a food service delivery system to meet college needs for the students, faculty and staff including catering for district & college sponsored meetings, events,

activities and programs as well as special services for community and student events. Director of Auxiliary Services provides the contract management of campus dining and catering services, vending services (beverage and snack), catering truck operations and general support services to the college sites and centers and child development.

#### Accomplishments:

Implemented new healthy choice food selections, on-line marketing and promotion Program and installed new signage. Replaced old equipment and created sustainability through recycling cardboard and replaced plastic with green material. Placed catering and marketing promotions on-line including menus, value meals and no frills catering (cash & carry). Held focus group meetings with students, faculty and staff to obtain feedback and establish short term and long term goals.

# 2009/2010 ANNUAL REPORT

# Public Affairs and Governmental Relations

# rsccd.edu



# PREFACE

This annual report has been developed to provide an overview of the achievements of the Public Affairs/ Governmental Relations Department (PAGR).

No other single department across the district has sustained more personnel and budget cuts than the PAGR. In March 2009, the department was staffed with 26 professionals. By December 2009, 11 remained.

#### **Fiscal Impact**

The PAGR department budget was reduced by 74.4% between 2008-09 and 2009-10. The Graphic Communications department budget has been cut by 50%. The Publications Unit budget has been cut by 45%. The district's advertising/marketing, which was once considered a model nationally for other community college districts, is now non-existent, sustaining an 87% budget cut in 2008-09. Funds have not been restored to enable the district to participate in marketing and advertising opportunities in support of branding and enrollment management.

#### **Ongoing Challenges**

The department's professional team has been reduced by 60%. Since December 2009, the department has functioned with one full-time practitioner and another devoting between 50-60% of her available time to public relations.

The executive director and the director of communications/internal affairs spent the first quarter of 2010 learning an entirely new business function – the ins and outs of reprographic services. The director has done a remarkable job learning a new field of expertise, while also spending as much available time as possible producing public relations tools. Even though we are working with a smaller team, customers value the services of the Unit and the service commitment of the staff.

#### Resourcefulness

Exceptional work continued in the areas of governmental affairs/legislative relations, media relations and online communication. The department supported the staging of many events, including a large district-wide fund raiser that brought an additional \$50,000 to the campuses for student scholarships and program/service restoration and support.

Each member of the team takes pride in a job well done and has adapted to staff and resource changes with a positive attitude, strategies that demonstrate resourcefulness, cost-saving ideas, and technology solutions to keep the campuses and college district as visible as possible among stakeholders and opinion leaders. New strategies are in development to sustain college and district brands.

Despite existing challenges and manpower shortages, the department is committed to going the best job possible with available resources. As our Vision statement and Core Values emphasize, the department's team will use the best of our creativity and professional expertise to advance the vision and mission of the college district. We look forward to supporting the Board of Trustees, chancellor, college presidents, administrators, faculty, student leaders, and staff with quality communications products and services.

Best,

a Centre

Laurie Weidner, APR Executive Director

# FUNCTION OF PUBLIC AFFAIRS/GOVERNMENTAL RELATIONS

The Public Affairs/Governmental Relations department is responsible for communicating and promoting the good news about the college district and colleges to students, the community, opinion leaders and the mass media through strategic communications efforts. In addition, the department monitors issues, working with district and campus leadership, to communicate accurate, timely and unified messages to support the college and district office brands.

# MISSION

To ensure that the college district and colleges project a professional public image through the use of consistent visual elements and messages that support organizational goals.

# **VISION STATEMENT**

The Public Affairs/Governmental Relations department fosters respect, open communication, pride and a "can do" attitude, while striving to achieve our personal and professional best. As leaders in our field, we take a proactive approach in providing superb service; efficient, innovative strategies; and communications tools to support the success of those we serve. We pledge to increase the vitality of our campuses, the college district, and the community by efficiently using resources and incorporating new and emerging technologies.

# **CORE VALUES**

# Professionalism • Teamwork • Respect • Appreciation • Integrity Innovation • Creativity

# **ANNUAL GOALS**

#### Internal

Support mission-focused communication with all employee groups to sustain a climate of open communication.

#### **External**

- Advocate the district's legislative priorities to elected officials at all levels of government.
- Enhance public perception of the colleges and district using all existing channels of communication, as well as through the use of appropriate new technology.
   Build and sustain strategic relationships to advance organizational goals using traditional and online communications strategies.
- Reinforce the college and district brands, underscoring program excellence, value, caring cultures, and high student success rates.
- Communicate the fiscal prudence and success of the Measure E-funded capital improvement program.
- Demonstrate the district's commitment to its service area through leadership and involvement in community organizations and appropriate community-wide endeavors.

#### Department

• Advocate that all employees grow through professional development.

# HIGHLIGHTS

Each section of this report delineates the scope of services and achievements garnered by the department in key service areas. Here is a quick listing of some of the major hallmarks garnered in the 2009-2010 academic/fiscal year:

### **Strategic Initiatives**

- Devised and implemented a successful earmark garnering strategy for both Santa Ana College and Santiago Canyon College.
- Compiled a visibility plan for the new chancellor to ensure he is properly branded with external constituency groups and opinion leaders.
- Team is implementing, as time permits, the social media plan.

# **Fiscal Efficiencies**

- Investigated and invested in a new color production machine that will save the district more than \$104,239 over the term of the five-year contract.
- If successful in this year's federal appropriations cycle, PAGR will have been responsible for generating nearly \$1 million in new revenue for Santa Ana College (SAC).
- Produced *Rancho Visions* as a corporate blog instead of a printed or electronic newsletter. Produced *Rancho View*, the district's employee newsletter, in a PDF format to adapt to budget reductions.
- Invested in online tools and software (such as PRTrak and CapitolTrak) to maximize the available time of the remaining practitioners.
- Enhanced employee intranet content to carry vital information.
- Sought corporate sponsors to underwrite the refreshments for Community Advisors.
- Improved online tools to reach out to the community given limited manpower for telephone and customized communication.
- Improved and implemented an online registration mechanism for largescale governmental relations events, Community Advisors, and the Celebration of Leadership fund-raising event.
- Improved the function of the online auction features for TGIF at Santiago Canyon College. The Web site and online auction were credited with raising a record amount of funds toward student scholarships through an improved virtual event format. In fact, with PAGR's assistance, the fundraiser doubled its net profits.
- Maximized available technology at no cost the district to sustain brand visibility for the colleges and district.
- Sought innovative ways to save customers money when producing work in-house in the Publications Unit or through outside vendors.

# **Issues Monitoring and Communications**

- Continued to survey employees to determine key messages and ascertain rumors to be addressed about the budget.
- Continued to monitor, as time permitted, relevant blogs and online tools to identify negativity directed at the colleges, district, chancellor, Board of Trustees and campus leadership.



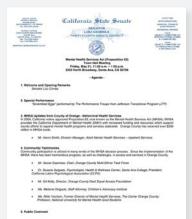
### **Public Affairs/Governmental Relations**

- Wrote two successful earmark applications. Led Santiago Canyon College (SCC) through its first earmark application process. The SCC application advanced through the process and was in the final stage of being endorsed when the Republican voting block in Congress took a unanimous party vote to not support earmark funding (due to the trillion dollar federal deficit). Nevertheless, SCC's proposal was very well received and supported by the campus' Congressional representative.
- The earmark for Santa Ana College (SAC) has been written into the initial Appropriations Bill. This is a favorable sign that it may be fully funded. The Congresswoman's staff has commended the college and PAGR staff for the thoroughness of the application.
- Staged, in concert with the SAC president, a successful community forum for the White House Initiative for Educational Excellence for Hispanic Americans. The forum was the best attended of any White House forum in California.
- Initiated, coordinated and staged a successful follow-up, intimate video teleconference with the White House Initiative Executive Director and staff. The video teleconference served as a pilot for future endeavors and provided SAC with the opportunity to build and strengthen the relationship with the Initiative leaders.
- Working with Continuing Education staff, initiated and orchestrated a massive letter writing effort in support of Workforce Investment Act (WIA) funding for Centennial and Orange Education Centers. Presented the original letters is specially targeted advocacy meetings in Washington D.C. in March 2010.
- Coordinated a strategic visit to Orange Education Center by Congressman Ed Royce's staff regarding the importance of WIA funding.
- Initiated, planned and staged strategic visits with state and federal law markers, including Assembly members Curt Hagman, Jose Solorio and Chris Norby and Senator Lou Correa.
- Supported and coordinated logistics around the July 2009 SAC campus visits by Gavin Newsome and Jack O'Connell.
- Initiated and coordinated a strategic meeting at SAC with Sempra Energy workforce training and Public Affairs staff. Meeting resulted in increased dialog and coordination on "green" workforce training endeavors, especially those involving the campus' welding program.
- Initiated and coordinated a visit with the assistant under secretary of the Economic Development Administration of the U.S. Department of Commerce to the Digital Media Center.

# **Graphic Communications**

- Desktop publishers worked with campus leadership and staff to streamline the production of the class schedules and catalogs. Their creativity and technical knowledge enabled the campuses to save money on each and every publication.
- Both desktop publishers have received numerous accolades from campus leaders and staff for their efficiency and "can do" attitude. Both emulate the core values of the department.







- Continued support to campuses with innovative designs despite no resources for the purchase of photography or the hiring of a professional photographer.
- Innovative support for the staging of the Celebration of Leadership fundraising event, as well as the other two retirement functions for Dr. Eddie Hernandez.

### **Publications**

- Produced more than 8.63 million color and black-and-white copy impressions with only two full-time reprographics technicians.
- Even with limited staff, the team continues to perform on deadline with a 24 hour turn around on most black-and-white projects and a 48 hour turn around time on more complex projects.
- The team continues to average nearly one million impressions per month, even though the team has been reduced by three professional staff.
- Adaptability and learning of the Publications function and duties by new supervisor.
- Increased accountability and service from Xerox.
- Improved overall efficiencies through the creation of a production schedule.

# **Employee Communications**

- Supported the Chancellor and college presidents with timely, well-written material for inclusion in eBlasts to employees on topics of interest and concern.
- Produced weekly communication, in concert with the Santiago Canyon College (SCC) president, to all campus employees.
- Expanded the intranet to include vital information for employees.
- Developed a two-way communication forum to minimize rumors and communicate accurate information.

# **Media Relations**

- Secured 866 media placements in print, broadcast, and Web-based media.
- The media value of these placements totaled \$566,432. However, due to the negative publicity from May-June 2010 (about the Tam Tran Scholarship), the value of our media placements diminished by 54% over the 2008-09 academic year.
- The number of people reached by these stories was 74,725,854, an 18% increase in reach over the previous year.
- Secured feature stories on topics pertaining to campus and district office priorities.
- Ghost wrote a significant by-lined trade media placement for Dr. Hernandez in the *Presidency*.
- Managed media controversies to neutralize negative publicity, particularly the crisis surrounding the formation of the Tam Tran Memorial Scholarship.
- Supported SAC sports information with the handling of media stories pertaining to a baseball player disappearance/death in 2010.



### **Community Relations**

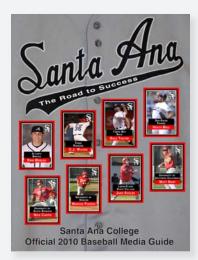
- Sustained favorable relations with the three Chambers of Commerce supporting the district.
- Coordinated two Chancellor's Community Advisors events to educate the community about the issues facing the region and the district.
- Identified, initiated, coordinated and wrote the scripts for the videos showcased in the Celebration of Leadership event. The identification of those featured in the videos supported the department's ongoing "friend cultivation" strategies.
- Began researching other prominent community engagement models for the consideration of Chancellor Raúl Rodríguez.
- Maintained leadership positions on various appropriate committees supporting the business of the colleges and district office including the Orange County Human Relations Council and the Orange Chamber of Commerce.

# **Campus Communication**

- Supported the production of Tier 1-quality media guides for various sports at SAC.
- Supported a wide range of on- and off-campus events and fund raisers with traditional and on-line communication for SAC and SCC foundations.
- Expanded traditional and online communication efforts to employees in support of the college presidents' goals.
- Made efforts to provide pro-active media relations to garner positive visibility campus programs and services.

# **Crisis Communications**

- Served as the PIOs for the county's most successful POD (Point of Distribution) exercise for the seasonal flu vaccine and H1N1 vaccine.
- Managed the media relations storm surrounding the Tam Tran Memorial Scholarship. Extensive effort made to correct falsehoods conveyed by a congressional representative in Orange County and sensationalized national media coverage. Special outreach to elected officials and their staff to clarify the falsehoods propagated by the media. Minimized negative coverage, managing all interviews. Constructed media relations materials to ensure a unified message.
- Fielded all media and community inquiries, including many hostile and aggressive calls and emails from the public angered by the awarding of the Tam Tran Memorial Scholarship.
- Supported SCC by working with the college president on communication to the community regarding the near elimination of the Older Adult Program at Orange Education Center (OEC). Also reached out the Orange Senior Center and the director of the California Department of Aging to discuss the problem and mounting community opposition.





#### **Electronic Communications**

- Whenever possible, populated the Facebook, Twitter, LinkedIn and MySpace sites for both campuses and the district.
- Supported college and district web committees.
- Identified new and affordable ways to use existing and emerging technology to enhance the mission and visibility of the colleges and district.
- Created and implemented new Web sites or improved existing Web sites.

#### **Measure E**

- Supported the dedication of the SCC Science Center with media relations, scripting, and legislative/governmental affairs. Coordinated VIP legislative visits of the new building.
- Produced a Citizen's Bond Oversight Report. Distributed the report to the Orange County district offices of state elected officials and local city offices.

# PUBLIC AFFAIRS/GOVERNMENTAL RELATIONS

#### **Responsibilities:**

- Monitor key state and federal legislation;
- Work with the Board of Trustees Legislative Committee to formulate the district's policy priorities;
- Build and sustain constructive relationships with elected officials and their staffs at all levels of government;
- Prepare and support the Board of Trustees with appropriate materials and data for legislative visits in Orange County, Sacramento and Washington D.C.;
- Identify potential noteworthy programs and write federal earmark applications on behalf of colleges and district leadership; and
- Support the acquisition of state and federal grants with letters of support from state and federal officials.

# Achievements:

- Researched and wrote a highly successful appropriations application for the SAC Auto/Diesel Technology program. The appropriations request has been well received and is poised to be funded at the full amount \$450,000.
- Identified community and education-related supporters for both the SAC and SCC appropriations submissions. Wrote sample letters. Recruited letters of support for the earmark application for SAC and SCC.
- Initiated and coordinated a visit of the Science Center by Congressman Ed Royce. This meeting was a strategic move to position the Science Center with the Congressman prior to the submission of an earmark request, written by PAGR, for a Science Learning Center to support instruction.

# facebook.







- The appropriations application for SCC was well received by Congressman Royce and his staff and was going to be advanced. Then, Congressional Republicans took a vote to not support any appropriations allocations (in protest to the mounting federal deficit). Nonetheless, PAGR was told that the application was well construction and thorough, and would have been advanced for funding, had the political climate dictated otherwise.
- Staged a highly successful community forum for the White House Initiative on Educational Excellence for Hispanic Americans. The event was the best attended of any such forums in California.
- Initiated and staged a successful follow-up video conference in April 2010 to further the working relationship between RSCCD, SAC and the White House Initiative. The goal was to position SAC as an innovator and model program. Interest was communicated in a follow-up forum in fall 2010.
- Coordinated the appointments, in concert with Townsend Public Affairs, for highly successful advocacy trips to Sacramento and Washington D.C. All meetings were exceptional. The most outstanding of which were the appointments with the National Science Foundation and Congressman John Garamendi.
- Developed letters of opposition and support on key pieces of legislation identified by the chancellor and/or the Board of Trustees Legislative Committee.
- Targeted, coordinated and orchestrated strategic visits to our campuses by Congressman Ed Royce.
- Initiated and coordinated SAC's participation in a legislative hearing on Mental Health and Prop 63 funding, hosted by Senator Lou Correa. Thanks to PAGR, SAC was the only educational institution showcased at the hearing.
- Initiated and coordinated SAC's participation in a legislative hearing on Veterans Affairs, hosted by Senator Lou Correa. Again, thanks to PAGR, SAC was the only educational institution that testified.
- Initiated, coordinated, and orchestrated strategic meetings with elected officials including special meetings with Senator Lou Correa and Assemblymen Curt Hagman, Chris Norby and Jose Solorio.
- Coordinated a large successful meeting with student leaders and the Academic Senate with Assemblyman Jose Solorio to refine the language for a textbook-related bill. RSCCD shaped the content of AB 2203, which continued to move through the legislative process and is poised to become law.
- Continued to develop and enhance relationships with the legislative staff of local, county, state and federal officials.
- Leveraged an existing Governmental Affairs Committee trip for the Orange Chamber, meeting with the chiefs of staff for Assemblymembers Norby, Hagman and Miller. Also met with Senators Bob Huff and Lou Correa. Attended a legislative hearing in Sacramento around the Prop 63 Mental Health Initiative/Money.
- Supported campus priorities by arranging for elected officials and/or their staff to attend, speak, and/or provide certificates of recognition at every major campus and RSCCD event.
- Supported Community College League of California and the State Chancellor's Office on joint legislative priorities.
- Developed template letters of support and secured letters endorsing grant applications for the district and colleges.









### **Challenges:**

With the reduction of departmental staff and resources, the Executive Director is spending the majority of her time handling other departmental functions. Public affairs/governmental relations continues as a priority but tasks are being juggled even more extensively to offer some support to the campuses and district office programs not receiving public relations services (department's director is only able to devote 50-60% of her time to PR responsibilities due to a split supervisory assignment.)

The budget for travel, in support of the Board's advocacy efforts in Sacramento and in Washington D.C., was eliminated in 2008-09. This must be funded to allow for adequate staffing and support of this important Board priority. In fact, per the education policy director for Congresswoman Sanchez, it was the executive director's presentation in Washington D.C. in March 2010 that helped to advance the appropriations application and resulted in the Congresswoman urging the full funding of the proposal. If this request is funded, SAC will receive another \$450,000 thanks, in part, to the efforts of PAGR.

In addition, funds should be allocated to allow the executive director to attend both the CCLC legislative conference and the ACCA/ACCT legislative conference, as these conferences are where policy issues and legislation are discussed with key lawmakers. Attendance is fundamental to the public affairs/governmental relations function. Budget transfers have allowed the executive director to support the Board (just enough funds for airfare, lodging and per diem not conference attendance). To maintain the district's role as a leading advocate, funds must be expended for professional development.

Bill tracking will continue on a limited scale. A 1.5 person PAGR team translates into fewer hands providing communications services to the district and colleges across the communications spectrum. The continued investment in CapitolTrak software has been beneficial in helping the executive director gather information on priority legislation.

#### **Opportunities:**

For the district to lead in working with elected officials on new legislation, it is imperative that the campuses work closely with PAGR between July-September of each academic year, as this is the timeframe to initiate potential spot bills and identify potential authors/co-authors for new legislation. The presidents, vice presidents, and deans are in the best position to identify needs and issues that can be addressed legislatively. PAGR has an excellent track record in working with legislators and working through the legislative process with priority issues/bills. This is an important new strategy to ensure RSCCD's leadership in this niche.

Additionally, PAGR has an excellent track record in securing federal earmark funds for SAC. If the most recent appropriations application continues as planned through the legislative process, PAGR will have helped to secure nearly \$1 million in additional funding for the campus since 2006. PAGR is poised to continue to support the campuses with grant applications and will continue to develop and craft the strategy and application around earmark requests. If PAGR is brought into the process early enough, we can use our skill and contacts to support campus goals for supplemental funding.

# PARTNERSHIP SUPPORT & DEVELOPMENT

#### **Responsibilities:**

- Create and seize opportunities for partnership with RSCCD and the colleges;
- Initiate public affairs and public relations strategies to strengthen existing organizational relationships; and
- Support the chancellor in managing strategic relationships to advance RSCCD's organizational goals.

#### Achievements:

- Began researching and strategizing about strategic partnership cultivation process/program for the new chancellor.
- Initiated and coordinated a tour of SAC workforce training programs by Sempra Energy personnel from San Diego, Orange County and Los Angeles. This walk through led to increased dialog with Sempra about future training opportunities and collaborations.
- Supported the Hino Truck donation at SAC with PR services including media relations and photography.
- Led a group of members from the Orange Chamber of Commerce on an advocacy trip to Sacramento. Coordinated all legislative appointments.
- Initiated and will be coordinating a special walk through of SCC and Orange Education Center (OEC) by the superintendent of the Tustin Unified School District. This meeting is to explore a partnership with the district, which has placed an emphasis on STEM education. (Meeting coordination has been postponed to accommodate the arrival of Chancellor Rodríguez).
- Continued collaboration with the Orange County Educational Partnership.
- Broadened the partnership with the Orange Chamber of Commerce to include chairing the Governmental Affairs Committee, orchestrating all governmental affairs programming for 2009-2011.
- Worked with colleges to identify partners to support existing grant applications and the appropriations applications with letters of endorsement. Wrote sample letters and coordinated all communication. These efforts strengthen existing partnerships and strengthen the campus' grant submissions.
- Strategically reached out and personally invited members of the Orange Park Acres Neighborhood Association, Orange Unified School District, and others to attend the opening of Science Center in June 2010.
- Initiated and coordinated a VIP tour of the Science Center to strengthen existing partnerships.

# **Challenges:**

With one full-time practitioner and one half-time practitioner, the department is very limited in the support it can give to the chancellor and college presidents with this important function.







# **Opportunities:**

The executive director endeavors to work with the new chancellor on a structured process/program to strengthen the district's existing partnerships and grow others. The district would benefit from a structured "friend raising/ cultivation" program that can be aided with the investment in appropriate database management software. The partnerships and relationships that have existed through now were largely nestled with the former chancellor. Now, the relationships must shift to the new chancellor and the college presidents. PAGR can support this important priority with strategies to ensure that we maintain constructive two-way relationship with current and potential partners.

# **COMMUNITY RELATIONS**

### **Responsibilities:**

- Sustain favorable relationships with key community organizations on behalf of the chancellor and college presidents;
- Represent the chancellor at key events, as needed and where possible due to limited staff;
- Monitor and formulate appropriate responses to rumors and/or communications situations in the community;
- Maintain the district's visibility with appropriate racial/ethnic, business, civic organizations;
- Formulate and initiate strategic community relations plans to broaden the visibility of the district and colleges; and
- Position the district, where appropriate, for a future general obligation bond campaign

#### **Achievements:**

- Continued visibility, whenever possible given limited staff, with key local organizations ranging from the Orange Chamber of Commerce to Los Amigos.
- Maintained leadership roles in the Orange County Human Relations Commission and the Orange Chamber of Commerce. Executive Director is the chair elect for the Board of Directors for the Orange Chamber of Commerce. Her term as chair of the Board will be effective June 2011 through June 2012.
- Supported the college presidents with community relations on an asneeded basis.
- Supported the college's communication efforts with the neighborhood associations surrounding each campus as part of the district's Good Neighbor Program.
- Staged bi-annual Community Advisors meetings with the chancellor to educate community, business, civic leaders about the district, colleges, achievements, goals and challenges.
- Working with the chancellor's staff, maintained the Community Advisors database and, when necessary and appropriate, disseminate information of importance to opinion leaders.







### **Challenges:**

Community relations is a vital part of the district's reputation management program. Yet it takes consistent time and fiscal commitments. Given the lack of staffing and investment in the department, it is an accomplishment that the 1.5 member team has maintained some visibility in the community. However, both the executive director and director have been paying – out of pocket – for all related community relations activities. Appropriate reimbursement is necessary to ensure RSCCD visibility at key events and participation in appropriate committees and activities.

#### **Opportunities:**

The new chancellor is the district's premiere spokesperson. PAGR is poised to position him for appropriate leadership opportunities on key boards, etc. We stand ready to help identify potential opportunities for the new chancellor.

PAGR's functions are relationship-based. It is important that time be allocated for PAGR staff to not only represent the district in appropriate community settings (at appropriate fund-raising and special events, on key committees, in leadership posts, etc.) but also for the managers of the department to actively participate in professional development offerings within the community college niche. We also need the freedom to meet and cultivate relationships on behalf of the district and chancellor. The team's visibility with job-alike colleagues has been minimal, as time and fiscal resources has not afforded their active participation. Staying connected to job-alike colleagues at other colleges is important in identifying opportunities for the district and colleges. Active involvement also helps us keep our "fingers on the pulse" of our "competition."

# **EVENT SUPPORT**

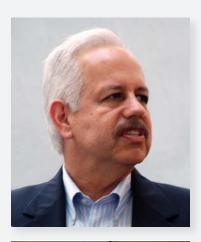
#### **Responsibilities:**

- Support the chancellor, college presidents, faculty leadership, administrators and students with appropriate strategic events.
- Provide as much support as possible, specific to PAGR's function, based on available staff and other organizational priorities. Services include: publicity, electronic and/or digital communication, graphic design, promotion, printing, event logistics support, photography, script writing, VIP invitations, securing of recognition certificates, and more.

#### **Achievements:**

The team supported the following district and campus events with public relations, electronic/digital communications, graphic communications and reprographic services:

• Community Forum, White House Initiative on Educational Excellence for Hispanic Americans







- Video teleconference, White House Initiative on Educational Excellence for Hispanic Americans
- Hino Truck donation at SAC
- Celebration of Leadership fund-raising event
- Two additional retirement functions for the former chancellor
- Graduations at each college
- Graduations for each Continuing Education campus
- SCC spring scholarship ceremony
- SCC Science Center dedication
- SAC Athletics Hall of Fame
- SAC Alumni Hall of Fame
- SAC Key to the County game/breakfast
- Pageant of the Trees
- TGIF
- Unveiling of facility improvements for faculty and staff, Child Development Center, Centennial Education Center
- Sempra Energy Foundation donation to SAC
- Grant opening of the SAC Child Development Center (planning underway June 2010)
- Criminal Justice Academy Recruitment Day
- Citizenship Events at OEC, CEC, and SAC
- KinderCaminata at SAC
- ICCD Western Conference
- SCC Community Science Night
- SCC Water Utility and American Water Association Summit
- SCC and SAC Golf Tournaments

# **Challenges:**

With the department's limited staff and resources, we do our best to support campus events. With a greater lead time, it is possible that more media relations can be provided. The department is already supporting these events, as appropriate, with community relations, graphic communications, and public affairs/governmental relations. Often, however, the campus administrators are busy with the event logistics and involve the department well into the event staging. By at least having a "head's up," the department can plan accordingly. Perhaps the solution is to review with the college presidents the annual calendar and to begin to identify, by the summer of each academic year, the priority events that will need PAGR support through June.

# **Opportunities:**

In the absence of having consistent marketing and advertising, the district and campuses must make available use of our "newsworthy" offerings and happenings. PAGR plays an important role in leveraging these opportunities to create positive visibility for the district and campuses. If PAGR is brought "to the table" early on, it is possible we can expand support. We also will be better poised to link specific events and activities to trends and broader issues that could result in positive media attention for RSCCD and the campuses. The more we can link the campuses and district to the themes of innovation and academic excellence, the more we support the unique selling points of our brand.









# CAMPUS COMMUNICATION & SPORTS INFORMATION

### **Responsibilities:**

- Support the communications priorities of the college presidents;
- Advance the positive reputation of the campuses through public relations, graphic communications and other communications strategies;
- Support event staging with promotion, publicity, graphic design, reprographics and photography;
- Support campus-wide communications initiatives relating to the importance of voting and completing the 2010 Census form;
- Support campus communication, as needed and appropriate;
- Support on-campus communications efforts targeted to students;
- Post public messages on the campus marquee;
- Broaden information sharing and dialog with employees around sensitive issues;
- Coordinate media relations efforts, at the request of the college presidents, to promote campus programs and services; and
- Support, when necessary, the sports information function at both campuses with photography, governmental relations and media relations.





#### Achievements:

- Coordinated, with the president's office, the Community Forum for the White House Initiative on Educational Excellence for Hispanic Americans.
- Supported the weekly production of *What's new at SCC*? (SCC), keeping the campus community well informed about issues and activities.
- Supported the production of the *Notes from the President* electronic eblast.
- Secured strategic media placements to advance the good reputation of the campuses (see Media Relations Section).
- Leveraged advertising investments to secure by-lined trade-out editorial space in the *Orange City News* and *Orange Magazine*.
- Supported the production of the accreditation report and the campus annual reports.
- Convened the Census 2010 joint campus committee to plan campus-level activities through March 2010. Facilitated speaking opportunities for Census administrators.
- Supported the campuses with voter education resources.
- Wrote, edited, designed and produced class-related promotional tools, such as information brochures on financial aid and new career technical education courses.
- Supported many successful on-campus events. (See Events section).
- Supported the campus' Web site committees.
- Populated the campus' social media sites with appropriate PR-related content.
- Constructed scripts for various meetings.
- Supported the development and production of award-winning athletic media guides to support recruitment efforts.
- Supported the SAC Foundation with a wide range of events from the annual fund raisers to graduation and Hall of Fame activities.
- Supported, as needed, specific athletics-related events, handling publicity, promotion, design, photography and reprographics.
- Supported the college presidents by implementing and/or supporting strategies to neutralize negative publicity and address rumors circulating on campus.

### **Challenges:**

With the elimination of the campus PIO offices in June 2009, the department has made its best effort to support the college president's top priorities. However, the campus leaders, faculty and staff are focused on operational concerns, and are not actively thinking about and identifying potential PR opportunities. It is very difficult to get information from the campuses and to obtain that information in a timely manner. (Production lead times are elongated due to the shortage of staff and resources.) In addition, because the department now consists of only one full-time practitioner and one half time practitioner, additional lead time is needed for the department to respond.

In the absence of advertising and marketing, the executive director is deeply concerned about the overall visibility and branding of the campuses. In order to compete for students (and there will be a time in the future when the district will once again compete for students) and attract talented administrators, faculty and staff, the campuses need a consistent, strong visibility program that includes public relations, community relations, media relations, printed publications, electronic communication, and advocacy. Opportunities are passing us by! This may be avoided or minimized with increased dialog and direction with the college presidents, vice presidents and deans. With these priorities and opportunities identified, PAGR is poised to support the presidents with public relations, public affairs/governmental relations, media relations and more.

Finally, in the past, when the department was adequately staff, a staff member was devoted to supporting the campuses with voter education and other educational campaigns (such as I Can Afford College, Financial Aid Awareness Month, etc.). However, in the absence of resources, this valuable effort has fallen to a low level of priority. On occasion, PAGR convenes the campus committees and shares information with the chancellor and Board. For PAGR to resume a leadership position, an investment must be made in more staff and resources.

#### **Opportunities:**

To expand the visibility and branding of the campuses, it is important to have a sense of what opportunities may present opportunities for visibility for the campuses. Perhaps the best way to achieve this is through regular dialog with the campus presidents and/or their designees.

# **MEASURE E**

- Promote the success of Measure E-funded projects through enhanced Web site pages;
- Advocate for legislation and practices to provide regulatory relief from the Field Act and an alternative plan check process to Division of the State Architect;
- Support the colleges and district with promotion, design, publicity, and photography for ground breakings and dedication events;
- Develop and produce the annual Citizens' Bond Oversight Committee Report;
- Update the district web site with information on current and completed Measure E projects;
- Facilitate, when possible, media stories relating to the capital improvement campaign;
- Educate the public about the importance of supporting local and state facilities bonds that fund new construction and renovation;
- Educate opinion leaders about current and future Measure E projects to sustain favorable support;
- Neutralize, where possible, negative publicity about bond-related expenditures and educational master plan priorities; and
- Update employees about pending and future Measure E projects.

- Provided public relations, graphic communications, and reprographic services to dedication of the SCC Science Center.
- Supported the college presidents with periodic updates about on-campus projects.
- Created promotional tools to education the public and Community Advisors about the success of Measure E.
- Incorporated Measure E information into appropriate VIP briefings, back to school, convocation, employee forums, and other appropriate face-to-face settings.
- Produced the annual Citizen's Bond Oversight Committee report and made it available to the local offices of elected officials.

### **Challenges:**

Voter education takes time and money. For the bond election campaign in 2012, it will be important to invest in the department, so that we can craft, launch and lead a comprehensive, district-wide public information campaign that communicates Measure E successes. This will not be possible without an investment in contracted support for marketing and media relations, which are also foundational to this effort. Moreover, with the hiring of a lead technician for the Publications Unit, the director of communications/internal affairs will devote more time and expertise to public relations.



# **Opportunities:**

To pass one or more bonds in 2012, we need to launch a public information campaign right now, at least two years in advance of the vote. To build voter confidence and secure the necessary endorsements in advance of a formal announcement, our campaign will not only promote the good work accomplished through Measure E but it will also underscore our program successes that support our broader mission. With an investment in the department, PAGR will be better poised to implement a robust public information effort.

# **MEDIA RELATIONS**

- Initiate and coordinate all media relations efforts on behalf of the colleges and district;
- Identify newsworthy story ideas that support the college district's mission and brand;
- Target appropriate media outlets (print, online, ethnic, broadcast) which might be inclined to cover the story;
- Research, write and develop appropriate media relations tools to support the information gathering process;
- Facilitate story placement, including briefing and preparing the spokesperson for the interview;
- Staff media interviews, whenever possible;
- Make efforts to neutralize negative stories that may tarnish the public reputation of the district and campuses;
- Identify by-lined story and OpEd opportunities for district and campus leaders;
- Maintain constructive relationships with reporters and editors to ensure balanced coverage about RSCCD;
- Foster and seize opportunities for media coverage in Spanish, Vietnamese, and Korean media, when resources are put into the department's budget for translation services (these media outlets use well translated copy and rarely use media releases prepared in English); and
- Track, evaluate and analyze media coverage, using industry-specific software tools, to ensure placements include key mission- and brand-specific information about our colleges and district.

- "Digital Media Center Adds Three New Businesses," 7/1/09, The CityLine
- "Middle College High Graduates 30 with Degrees and Diplomas," 7/1/09, The CityLine
- "College for Kids and Teens at SCC," 7/1/09, Orange Magazine
- "Parents Walk the Streets of Santa Ana to Encourage School Registration," 8/5/09, Rumores
- "Santa Ana College Ranks Seventh in Nation in Hispanic Graduates," 9/1/09, The CityLine
- "Gear Up for Green Jobs at SCC," 9/1/10, Orange Magazine
- "Santa Ana College Focuses on House on Mango Street," 10/26/09, ocregister.com
- "Swine Flu Vaccine at Santa Ana College," 11/1/09, The Orange County Register
- "Santa Ana College Celebrates 26th International Festival," 11/10/09, examiner.com
- "SCC Hosts Sixth Annual TGIF," 11/10/09, Foothills Sentry
- "Santa Ana College Wins Soccer Conference Title," 11/12/09, Miniondas
- "College District Approves Chancellor Search," 11/16/09, ocregister.com
- "Middle College High Among Blue Ribbon Schools," 12/2/09, The Orange County Register

#### **Challenges:**

The director of communications/internal affairs, whose main function is media relations, invests about 40-50% of her available time managing the Publications Unit, seeking and coordinating printing bids, and other details pertaining to printing operations. She is devoting between 50-60% of her available time to public relations and media relations. This means she has less time to pursue research, write and place media stories. As a result, the executive director has taken an increasing role in media relations. Whenever possible, the department is working to seize and leverage media opportunities. However, with the two staff juggling many functions and stretched to cover all departmental functions, the department is doing less and less strategic media relations placements, as these tasks are time consuming. Strategic media relations placements have diminished due to the lack of staff and resources.

Another obstacle is obtaining information in a timely manner. Campus leaders are focused on operational concerns. It has become increasingly more difficult to find out what is going on at a campus level. We rarely have campus leaders and/or faculty contact us about PR opportunities. More often, we hear about them or stumble upon them and then seek input from the college presidents. Finding a newsworthy concept is the first step. Then, the PR practitioners need to find the time to research, write and seek appropriate media and online placements. Each part of story generation process takes time. When information is shared now from the campuses, it is often not useful. Sometimes the story concept has internal appeal but not external. Sometimes the news pertains to an event or activity that took place in the past. When information is shared without sufficient lead time (either because the two practitioners cannot drop everything and seize the opportunity or the campus has missed the media's deadline for publication) the campuses and district miss the media relations production cycle.

Moreover, with the elimination of the independent contract budget in late spring 2009, the department has only been able to have a handful of media releases translated into the two languages (Spanish and Vietnamese) that are most prevalent in the district's service boundaries. This hampers our ability to place stories is non-English media – as these outlets require news material submission in their native language. Where possible, the department is partnering with the colleges to translate news releases to allow for ethnic media placement. However, this situation is restricting the visibility of our colleges among the parents and opinion leaders who patronize ethnic media and are in a position to influence a student's decision to attend one of our campuses. These media placements are also important because they demonstrate that our campuses are ethnically diverse and welcoming to students of all ethnic and racial backgrounds.

#### **Opportunities:**

PAGR is hopeful that by building stronger relationships with campus leaders the department will be in a better position of hearing about potential good news items and having sufficient lead time to do something productive with them.

# **MARKETING & ADVERTISING**

At one time, the department has orchestrated one of the most widely regarded marketing communications programs in the state. Due to budget cuts, the marketing/advertising was reduced by 87%, leaving just enough money in 2008-09 and 2009-2010 for membership in the Orange Chamber of Commerce and advertising in the AT&T Yellow Pages.

#### **Responsibilities:**

- Craft a marketing communications strategy and annual plan to maximize district resource to advance the reputations of our colleges;
- Identify appropriate print, broadcast and online media placements;
- Craft and design compelling ads that address the messages that motivate behavior (enrollment in our colleges);
- Expand the district's presence on Facebook, My Space, LinkedIn and Twitter to ensure maximum visibility among current and prospective students;
- Expand the district's social media presence to support the college foundations with alumni relations;
- Support Continuing Education and campus outreach, as resources allow, with promotion and sponsorship opportunities;
- Monitor ad placement and evaluate the effectiveness of the ad placements;
- Leverage advertising buys to garner free trade-out editorial space, whenever possible; and
- Leverage advertising clout to encourage ethnic-language media outlets to collaborate with the college district on community-wide initiatives and to provide pro bono support and free editorial and/or advertising.

#### Achievements:

- Leveraged advertising buys to include four full-page trade-out editorial space in *Orange Magazine*. (Due to the contract date, the advertisements were paid for from the 2008-09 budget. The last advertisement appeared in the December 2009 issue.)
- Participated in the Orange Chamber of Commerce, serving on various committees and attending regular meetings to promote the colleges and district. (The district paid for the overall membership and fee for participation on the Board of Directors. However, all other related expenses, have been personally handled by the employee since 2007-08.)
- Continued to populate MySpace, Linked In, and Facebook pages to promote the colleges to current and perspective students.
- Participated in the Orange Chamber of Commerce, serving on various committees and attending regular meetings to promote the colleges and district. (The district paid for the overall membership and fee for participation on the Board of Directors. However, all other related expenses, have been personally handled by the employee since 2007-08.)
- Continued to populate MySpace, Linked In, and Facebook pages to promote the colleges to current and perspective students.

#### **Challenges:**

Over the past decade, RSCCD had become an important investor in the local community, adverting locally and supporting non-profit organizations through event and table sponsorships. When the department's advertising/ marketing budget was nearly completely eliminated in 2008-09, this had a dramatic impact on local print media, especially the Spanish-language newspapers in Santa Ana. The Chambers of Commerce, the Santa Ana Business Alliance, the Orange Senior Center, the South Santa Ana Merchants Association, KinderCaminata, and many other organizations were fiscally impacted due to our withdrawal of advertising and sponsorship support. The department's budget reduction also impacted Outreach and other campus activities that tapped into the department for support and funding for local events, such as parades, festivals, and local community fairs.

Marketing and advertising, along with public relations, social media, community relations and media relations, are important for sustaining the visibility of the college and district brands. While our student enrollments are strong today due to the downturn of the economy, without a consistent online and marketing presence, our colleges are left vulnerable to competition from neighboring colleges and for-profit institutions that continue to invest in adverting and marketing. Due to the inundation of information and the availability of media with competing messages, it takes at least 15 message impressions for a prospective student to retain information about our colleges. Marketing and advertising are important communications methods that keep our campuses visible and branded as the best educational options in Orange County.

### **Opportunities:**

Marketing and advertising, along with public affairs/governmental relations, public relations, media relations and other PR strategies are necessary for enrollment management support and the sustaining of a favorable public and industry reputation for the colleges and district. When resources are restored to the department, PAGR will focus on online advertising, advertising within appropriate venues available at feeder high schools/districts, and ethnic market support.

# **EMPLOYEE COMMUNICATIONS**

- Promote an understanding of the issues affecting faculty, staff, and students;
- Create and coordinate a strategic internal communications program that strives to inform and involve all internal constituencies about key initiatives and helps build support for the district and colleges' missions;
- Update faculty and staff on the district's developments and progress toward organizational goals;
- Amplify good news and support faculty and staff through internal recognition of departmental, program, and individual successes and achievements;
- Survey employees to learn how to become more effective in our employee communications program and how to increase two-way communication;
- Share information of importance to the district-wide community via e-Blast and the intranet;
- Foster a sense of community throughout the district through printed and online employee newsletters. (The campuses take the lead on employee communications on their respective campuses. SAC does this through *Notes from the President* and SCC via *What's New at SCC?*);
- Coordinate, in collaboration with the college communities, Luncheons and/or Chats with the Chancellor and other appropriate face-to-face small group forums (The chats went dark in 2009-2010 due to budgetary uncertainties);
- Facilitate Employee Forums on an as needed basis to encourage two-way communication.
- Coordinate, in collaboration with the college communities, Luncheons and/or Chats with the Chancellor and other appropriate face-to-face small group forums (The chats went dark in 2009-2010 due to budgetary uncertainties); and
- Facilitate Employee Forums on an as needed basis to encourage two-way communication.



- Facilitated three Employee Forums in the spring. Forums were staged district-wide.
- A pre-Employee Forum survey solicited from all employees: 163 employees participated revealing that the number one ranked issue wsa the budget. The second most important issue/concern was human resources issues, and the third area of priority was facility needs. Employees submitted 172 questions for consideration by the previous chancellor to support the content to be addressed at each event.
- Expanded electronic communication to employees.
- Expanded support to internal district office departments, helping them to harness today's technology to improve communication and heighten understanding of key initiatives form the employee benefits enrollment program, to safety/emergency issues, and online tutorials for the new district-wide phone system,
- Maintained a repository of up-to-date budget information on the employee intranet while providing employees a space to voice their concerns in an open forum.

#### **Challenges:**

Unfortunately, with the elimination of a printed district employee newsletter, it is highly likely that readership has eroded. Previously, the department had surveyed employees to see whether they would prefer a digital or online publication and, the majority, especially faculty reported that they liked the portability of the publication saying they could read it anywhere and at anytime. Only 18 employees completed a post survey following the distribution of the first PDF newsletter, as compared to 122 who completed the previous *Rancho View* readership survey. This format appears to hamper our ability to get key issues in front of employees. Clearly, in the age of information overload, e-mailed information can be overlooked or simply deleted. Additionally, we do not have evidence that our employees peruse the employee intranet for relevant information.

#### **Opportunities:**

Resources permitting, PAGR is poised to restructure the entire employee relations function. For that to be accomplished systematically, PAGR advises hiring an external researcher/evaluator to conduct an audit. This audit would yield invaluable information for the new chancellor, such as insight into current employee morale issues, insight into the heightened animosity among the district and campuses due to the dwindling of fiscal resources, and more. An independent auditor will be able to glean honest, accurate information that can be used to ensure that the chancellor's communication with employees (and that of the presidents) meets their information needs and is in a format (at a frequency) that sustains confidence in the organization and district and campus leadership. PAGR is pursuing proposals now for the chancellor's consideration in 2010-11.

# **CRISIS COMMUNICATIONS**

- Provide advisement and support relating to all crisis communications needs and considerations;
- Coordinate the development and distribution of crisis-related messages;
- Provide information and updates to employees, key community members, as well as the community-at-large using all available channels of communication;
- Serve as the single official point of contact for mass media representatives and governmental agencies during crises or emergencies;
- Coordinate and disseminate appropriate, accurate and timely information pertaining to the crisis to the media under the direction of the Incident Command System (ICS) Commander;
- Determine the frequency, format, and timing of media briefings and media conferences;
- Determine the most appropriate spokesperson(s) to meet specific media requests and needs in coordination with the Incident Commander;

- Serve as spokesperson whenever directed to do so by the ICS Commander;
- Prepare the identified media spokesperson(s) for interviews and media briefings;
- Provide customized spokesperson training for managers and other designated spokespersons to prepare for media interviews during times of crisis;
- Maintain the crisis communications plan including a list of priority media contacts, reviewing the plan periodically and revising it as needed, testing the plan through drills, and executing the plan when necessary;
- Remain current on ICS and unified command logistics to ensure the efficient handling of communication during crises and emergencies; and
- Practice roles and functions through periodic scenario-based exercises that test the PIO function on the ICS staff.

- Efficiently handled media inquiries relating to a number of reputation-related "crises" from the Tam Tran Memorial Scholarship to the sentencing of the two former SAC football players involved with a date rape case.
- Served as the PIOs for the successful POD (point of dispensing) exercise coordinated at SAC with the Orange County Department of Health.
- Supported SCC's dean (assigned to PIO function) with appropriate crisis communications efforts.

#### **Challenges:**

Unfortunately, due the elimination of the PIO offices on both campuses, if a major crisis were to occur that would draw significant media attention to the colleges and district, the remaining trained and experienced PIOs would find their response effectiveness hampered. In crisis situations, the timely delivery of key messages to the internal and external community is key to a quick recovery and to maintaining an organization's good name. Other challenges include the identification and training of college and district spokespeople for non-English media, including Spanish, Vietnamese, and Korean, as well as the development of the crisis Web site pages.

#### **Opportunities:**

One of the strategies that PAGR has advised is to determine, train and prepare multilingual spokespersons now (prior to a crisis occurring) at each site. That way, should something happen, a trained and sanctioned spokesperson would be available to work with the department in framing messages to the media and other target audiences.

When the campuses have the ICS case study simulations, PAGR should be "at the table." In the event of a crisis, the PAGR practitioners would be working along side the campus presidents to convey accurate and timely messages to employees, the media and community.

# **ELECTRONIC COMMUNICATION**

- Provide advisement and support, as feasible, to the campus and district Web advisory groups;
- Provide strategic advisement to the district-wide technology task force, regarding social media and other areas of expertise within PAGR;
- Maximize technology to promote and sustain the brand identity of the campuses and district;
- Update the main district office Web pages with current and timely information;
- Create and sustain the social media plan and deliverables for all sites and the district office;
- Support the functions of the department with digital solutions;
- Write for the Web and other social media sites;
- Maintain a commitment to information and technology currency and staff development in order to ensure our campuses and district make the best use of available technology and resources; and
- Monitor social media outlets as part of the department's issues identification and communications strategy.

- Expanded the features of the RSCCD Web site, including building out the sections pertaining to the Board of Trustees. Improved the navigation and content on all main-page sections on the RSCCD Web site.
- Advanced the functionality of RBay, adding new features that helped to bolster employee participation. Through the specific work of PAGR, SCC's TGIF fund raiser raised the largest amount of money to date in the history of the event. However, in fall 2009, no event was staged. Because of the added functionality, the online auction enabled the campus to stage a highly successful virtual fund-raiser, where all profits were directed to the foundation for student scholarships.
- Expanded the online registration capability in customized Web pages. By harnessing the available technology – at no additional cost to the district – PAGR has improved the overall efficiency of our limited staff. Through PAGR's expertise, online registrations have become the norm.
- Modified and improved the department's news releases to include appropriate links and other features that make them rank more highly on Google and other online search engines.
- Continued to integrate electronic communication into the department's functions including employee communications, campus communications, sports information, marketing, public affairs, event coordination, crisis communications and community relations.

#### **Challenges:**

With one dedicated staff member and no budget to expand electronic communications offerings, the department continues to be resourceful, exploring new and emerging free online resources that can be used to build a more robust online presence for the colleges and district. With an investment in the department in the future, plans call for expanding this departmental function and its integration into existing strategies.

#### **Opportunities:**

For the past four years, PAGR has championed the need for a better Web site for the district. The platform is more than seven years old. The images cannot be changed. The format and design are dated. The district Web site is the main marketing and communications tool for external audiences – whether that be opinion leaders, potential employees, and the media.

PAGR met with the past chancellor and the assistant vice chancellor of ITS on more than four occasions between 2006-2009 to discuss the district's investment in a new Web site platform. The assistant vice chancellor agreed a new platform was needed. She also conceded that she was not a marketing/ PR expert and recognized that the investment in a new platform would involve PAGR, as PAGR staff are best poised to advise on the format, look, and content of the initial page and key cascading pages . The department stands ready to move forward. The existing web site needs a complete branding overall. The communications audit, referenced earlier, can include Web site communication and provide valuable, scientific data to support how we might organize and present content on a newly branded Web site.



# **GRAPHIC COMMUNICATIONS**

### **Responsibilities:**

- Enhance the image of RSCCD and the colleges through print and electronic communication;
- Provide print and electronic design and desktop publishing services for a wide range of marketing and public relations tools; and
- Maintain a strong brand identity for the district and colleges.

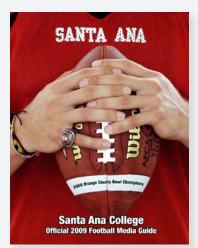
#### **Achievements:**

- Staff brought expertise and added value to a wide variety of print and electronic projects at all campus facilities and at the district operations center.
- Coordinated, designed and produced the digital files for the campuses major marketing tools including eight class schedules (combined fall and spring class schedules for SAC/SCC and Continuing Ed; summer class schedule for each campus; summer class schedules for each Continuing Ed campus); two college catalogs; Community Service brochures for each campus (fall, spring, summer); six athletic media guides for SAC; self study and accreditation reports and documents for each campus; the academic planning guidebook for each campus; the commencement booklets for all sites; student handbooks for both campuses.
- Supported the campus community with a wide range of design and desktop publishing strategies from posters and flyers to postcards, brochures, athletic recruitment booklets and brochures, business forms and applications, advertisements, special event programs, scholarship and award booklets, Enewsletters for specific departments, and electronic and print invitations.
- Supported SAC by uploading and designing the electronic marquee messages.
- Provided photographic support to large-scale events and activities on campus that could be merchandised for public relations purposes.
- Supported the planning and implementation of marketing projects, events and campus activities.

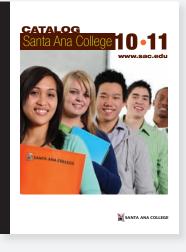
#### **Challenges:**

The department currently has two graphic designers and two desktop publishers. The team continues to do their best juggling projects, and have done a remarkable job meeting deadline pressures while producing quality work products. Their good work can continue if customers continue to plan ahead and communicate early about pending projects. Project coordination will enable the Graphic Communications team to continue to produce all projects on deadline.

Technology is used to harness available human resources. The team is in desperate need of new software and computers. In fact, three of the four computers they are using are more than five years old and cannot support today's suite of software for designers and desktop publishers. This





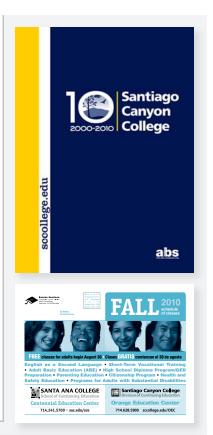


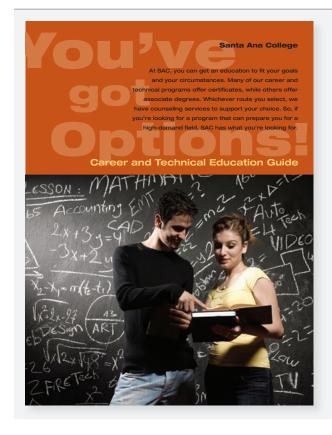
investment should be made within the next year to enable the team to remain productive. System/software incompatibility restricts the team's ability to work on some projects that are sent by faculty. An investment in the upgrading of hardware/software will ensure maximum productivity of the staff.

Funds are also needed to update the district's repository of images. With a few exceptions, all all images currently in use date back to 2007 or earlier. Resources are needed to hire a professional photographer who can capture images of the facilities, students, programs and campus life.

# **Opportunities:**

The department's professionals are keenly aware that the district and campuses are losing important visibility opportunities due to the lack of available printed resources that support a strong brand identity. The district is also suffering in its outreach and visibility efforts due to the outdated visual look of the district web site and its limited functionality for students and visitors. The team stands ready to craft a new visual identify for an upgraded web site platform, and will use their talents to support the development of important print collateral that will help underscore the district's leadership and industry reputation. Visually appealing print communication tools and functional, visual and information-rich web sites are critical to sustaining the district's brand identity. The PAGR Graphic Communications has the talent to undertake projects of this scope and complexity.







# **PUBLICATIONS**

### **Responsibilities:**

- Provide reprographics products toe the district and colleges for academic, administrative operations, public relations and marketing purposes;
- Provide print, bindery and photocopying to support instructional, marketing, PR, and organizational communications goals;
- Interface with outside vendors, as needed, to ensure that internal customers receive the best price and quality for their external printing investment; and
- Encourage and train faculty and staff to submit reprographics jobs through the Web submission process.

#### Achievements:

- Generated more than 8.6 million impressions on color and black-and-white reprographics machines.
- Provided significant support to faculty in the production of exams and documents for classroom instruction all within a 24 hour turnaround.
- Upgraded the color production equipment with a new, faster leased model that will save the district in excess of \$105,000 over the duration of the five-year contract.
- Facilitated the printing of the class schedules and catalogs to save district resources.
- Built valuable external vendor relationships to ensure the smooth operation of the Publications Unit.

### Challenges:

The manager overseeing the Publications Unit has done an exceptional job learning an entirely new skill set in a new industry. The manger has successfully built external relationships with qualified vendors and has managed an array of internal and external jobs. Through shrewd negotiation, deadlines have been maintained and estimates have been fair and affordable. In the near future, an investment is needed in a manager or lead technician who can oversee workflow and job trafficking. These tasks are time consuming and require a dedicated practitioner. The current manager is juggling two jobs.

#### **Opportunities:**

With the investment in the new color reprographics machine, the Unit can produce a wide arrange of professional color printed tools. Limitations still exist (as the machinery is very different from an off-set press). However, it will be easier now for the team to produce brochures, four-color covers, posters, postcards and the like. The department stands ready to support district and campus projects and maintains a "first right of refusal" on all projects. Internal print operations are an affordable, reliable and fast reprographics choice for faculty, staff and administrators district-wide.

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

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Juan A. Vázquez



NO. 7.4

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### BUSINESS OPERATIONS AND FISCAL SERVICES

То:	Board of Trustees	Date: December 7, 2010
Re:	Approval of Contract for Consultant Services with Townsend Public Affairs, Inc.	
Action:	Request for Approval	

#### BACKGROUND

Since April of 2000, the Rancho Santiago Community College District and Foundation have engaged the consulting services of the Townsend Public Affairs, Inc. firm to assist the district in the areas of government community relations and various other projects as assigned by staff. A copy of the revised agreement is attached.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the contract for consulting services with Townsend Public Affairs, Inc. as presented.

Fiscal Impact:	\$6,000/mo plus reimbursable expenses	Board Date:	December 9, 2010
Prepared by:	Elisabeth Fuller, Executive Assistant to the	e Chancellor	
Submitted by:	Raúl Rodriguez, Chancellor		
Recommended by:	Raúl Rodriguez, Chancellor		

### CONTRACT FOR CONSULTANT SERVICES,

**THIS CONTRACT** ("Contract") is made and entered into this \_\_\_\_\_ day of October 2010, by and between the Rancho Santiago Community College District, a non-profit corporation, ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

#### 1. <u>Term</u>.

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This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."

#### 2. <u>Services</u>.

Consultant will, in accordance with the terms of this Contract, perform the legislative advocacy (lobbying) and consulting services described in Exhibit "A," ("Services").

#### 3. <u>Fees</u>.

Client agrees to pay Consultant for the services in the amount described in Exhibit "A" in accordance with the provisions of the Fee Schedule in Exhibit "A. The Consultant will submit a detailed monthly invoice to Client with an itemized list reflecting the services performed for the prior month. Upon approval of this invoice, the District will pay the fee and any approved expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof. Consultant shall not expend any funds on behalf of or in the name of the District in support of any candidate for political office.

#### 4. Expenses.

Client shall reimburse Consultant for all reasonable reimbursable itemized expenses with third party vendors, including local transportation, meals and entertainment, and travel incurred while transacting business as defined herein on behalf of Client. Such expenses shall be approved by the Chancellor prior to such expenses being incurred. If approved, these expenses will be billed to the Client on a monthly basis and will be due upon receipt.

#### 5. Laws, Rules and Regulations.

Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.

#### 6. <u>Payment for Performance</u>.

It is the intention of the parties that this Contract and the Services rendered hereunder and the payments made hereunder and the payments made therefore are contingent upon the performance of the Consultant according to mutually agreed upon work products and activities.

#### 7. Independent Contractor.

It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.

#### 8. <u>Work Product</u>.

Any tangible work product that is developed by Consultant shall be the property of the Client.

#### 9. <u>Confidentiality</u>.

Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client.

#### 10. <u>Termination</u>.

This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.

#### 11. Contract Modifications.

Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

#### 12. Attorneys Fees.

Client and Consultant agree that the prevailing party in any dispute under this Agreement shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

#### 13. <u>Certification of Non-Discrimination</u>.

By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

#### 14. <u>Notice</u>.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client:	Rancho Santiago Community College District
	Attention: Libby Fuller
	2323 North Broadway
	Santa Ana, California 92706-1640

#### To Consultant: Townsend Public Affairs, Inc. Attention: Christopher Townsend, President 2699 White Road, Suite 251 Irvine, California 92614

15. <u>Execution</u>.

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The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

#### "CONSULTANT"

TOWNSEND PUBLIC AFFAIRS, INC., a California corporation By: WO Christopher hsend President

"CLIENT"

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT a non-profit eorporation

By: Raul-Rodríguez, PhD Chancellor

#### EXHIBIT "A" TO CONTRACT FOR CONSULTING SERVICES

TERM:	July 1, 2010 through June 30, 2011
FEE SCHEDULE:	\$6,000.00 per month
SERVICES:	Consultant shall develop and maintain government and community relations and shall assist with special projects as requested by the client. Consultant shall focus its efforts on the following:
	• As directed by Chancellor or designee, pursue funding and other partnerships from the federal Government, State of California and local government agencies for the development, enhancement, and/or expansion of facilities and programs at the District and its two colleges. Advise the District on developing responses to RFPs for Chancellor's Office and other agency grants.
	<ul> <li>In coordination with RSCCD Board, Chancellor, and staff, introduce and advocate for legislation desired by the District Assist in drafting sponsored legislation and assist in</li> </ul>

- staff, introduce and advocate for legislation desired by the District. Assist in drafting sponsored legislation and assist in finding authors for District sponsored legislation. Monitor such legislation and meet with legislators and legislative staff to build a coalition of support for the legislation and provide testimony and letters of support or opposition for legislation as directed by the District.
- Monitor statewide community college budget development proposals and advocate for the District's priorities. Provide weekly status reports on activities and quarterly reports on progress on the District's legislative goals and priorities. At the end of each month, provide a detailed billing statement outlining all activities performed on behalf of the District. Perform other assignments, as mutually agreed upon by both parties.
- Meet with the Chancellor and other District representatives on a regular basis to brief them on the progress of achieving strategic goals. Assist the District in developing talking points and letters of support for achieving District priorities.

**Client Initials** 

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Consultant Initials