# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Board of Trustees (Regular meeting) Monday, July 26, 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>A G E N D A</u>

#### 1.0 PROCEDURAL MATTERS

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

1.1 Call to Order

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

#### 1.3 Public Comment

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

# 1.4 Approval of Minutes- Regular meeting of June 21, 2010Action- Special meeting of June 29, 2010

#### 1.5 Approval of Consent Calendar

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.

# Action

Agenda Board of Trustees

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

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

# **RECESS TO CLOSED SESSION**

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

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

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

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Part-time Faculty
  - b. Classified Staff
  - c. Student Workers
  - d. Professional Experts
  - e. Other Educational and Classified Administrators
- Conference with Labor Negotiator (pursuant to Government Code Section 54957.6) Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
   Employee Organizations: Faculty Association of Rancho Santiago Community College District California School Employees Association, Chapter 579

California School Employees Association, Chapter 579 Continuing Education Faculty Association Child Development Centers Teachers Association

- 3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
- 4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

### **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.

# 3.0 HUMAN RESOURCES

- 3.1 <u>Management/Academic Personnel</u>
  - Approval of Interim to Permanent Assignments
  - Approval of Interim Assignments
  - Ratification of Resignations/Retirements
  - Approval of 2010-2011 Athletic Coaching Assignments/Stipends
  - Approval of 2010-2011 Contract Extension Days
  - Approval of 2010-2011 Coordinator Assignments/Stipends for 192/225 Day Faculty
  - Approval of Permission to Accept Outside Assignments
  - Approval of Extension of Interim Assignments
  - Approval of Change of Locations
  - Approval of Leaves of Absence
  - Approval of Adjusted Dates for Leaves of Absence
  - Approval of Stipends
  - Approval of Part-time/Hourly Hires/Rehires
  - Approval of Non-paid Instructors of Record
  - Approval of Non-paid Intern Services

### 3.2 <u>Classified Personnel</u>

- Approval of Miscellaneous Pay Schedule 2010-2011
- Approval of Voluntary Furloughs
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Change in Positions
- Approval of Change in Salary Placements
- Approval of Change in Locations
- Ratification of Resignations/Retirements
- Approval of New Assignments

#### Action

#### Action

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- 3.2 <u>Classified Personnel</u> (cont.)
  - Approval of Change of Assignments
  - Approval of Temporary to Hourly On Going Assignments
  - Approval of Professional Growth Increments
  - Approval of Out of Class Assignments
  - Approval of Temporary Assignments
  - Approval of Change in Temporary Assignments
  - Approval of Additional Hours for On Going Assignments
  - Approval of Substitute Assignments
  - Approval of Miscellaneous Positions
  - Approval of Instructional Associates/Associate Assistants
  - Approval of Community Service Presenters/Stipends
  - Approval of Volunteers
  - Approval of Student Assistant Lists

3.3	<u>Adoption of Resolution No. 10-16 regarding Reduction in Force of</u> <u>Classified Staff</u> The administration recommends adoption of Resolution No. 10-16.	<u>Action</u>
3.4	Approval of Agreement with Liebert Cassidy Whitmore for Management <u>Training and Legal Services</u> The administration recommends authorization be given to the chancellor to renew the agreement with Liebert Cassidy Whitmore for the 2010-2011 fiscal year.	<u>Action</u>
3.5	Presentation of Continuing Education Faculty Association (CEFA) Initial	Action

- Bargaining Proposal to Rancho Santiago Community College District

   The administration recommends receiving this bargaining proposal and scheduling a public hearing for August 23, 2010.
- 3.6 <u>Approval of Public Disclosure of Collective Bargaining Agreement</u> <u>Action</u> between Rancho Santiago Community College District and California <u>School Employees Association, Chapter 579</u> The administration recommends approval of the successor three-year agreement with the California School Employees Association, Chapter 579, for the period of July 1, 2010, through June 30, 2013.
- 3.7 <u>Authorization for Board Travel/Conferences</u> <u>Action</u>

# 4.0 **INSTRUCTION**

*4.1	Approval of Renewal of Nursing Agreement – Children's Hospital of Orange County – With Instructor The administration recommends approval of this clinical affiliation agreement renewal with Children's Hospital of Orange County.	Action		
*4.2	Approval of Renewal of Nursing, Pharmacy Technician, Occupational <u>Therapy Assistant, and Speech Agreement – Children's Hospital of</u> <u>Orange County – Without Instructor</u> The administration recommends approval of this clinical affiliation agreement renewal with Children's Hospital of Orange County.	<u>Action</u>		
*4.3	Approval of Renewal of Nursing Agreement – Children's Hospital at <u>Mission</u> The administration recommends approval of this clinical affiliation agreement renewal with Children's Hospital at Mission.	<u>Action</u>		
*4.4	Approval of Speech-Language Pathology Assistant Program Agreement with Spectrum Speech and Feeding, LLC The administration recommends approval of the Speech-Language Pathology Assistant Program agreement with Spectrum Speech and Feeding, LLC in Newport Beach, California.	<u>Action</u>		
*4.5	Approval of Speech-Language Pathology Assistant Program Agreement with Language and Speech Therapy The administration recommends approval of the Speech-Language Pathology Assistant Program agreement with Language and Speech Therapy in Garden Grove, California.	<u>Action</u>		
*4.6	<u>Approval of New Pharmacy Technology Agreement – Newport Bay</u> <u>Hospital</u> The administration recommends approval of this contract with Newport Bay Hospital in Newport Beach, California.	<u>Action</u>		
*4.7	<u>Approval of New Pharmacy Technology Agreement – Procare Pharmacy</u> The administration recommends approval of this contract with Procare Pharmacy in Garden Grove, California.	<u>Action</u>		
*4.8	<u>Approval of Clinical Affiliation Agreement for Athletic Training:</u> <u>California State University Long Beach</u> The administration recommends approval of this affiliation agreement with California State University Long Beach in California.	Action		

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*4.9	Approval of New Pharmacy Technology Agreement – Veterans Affairs Greater Los Angeles Healthcare System The administration recommends approval of this contract with Veterans Affairs Greater Los Angeles Healthcare System in Los Angeles, California	<u>Action</u>
*4.10	Approval of RSCCD Agreement with Credentials, Inc. – Automation of Online Transcript Process and Software License The administration recommends approval of the service agreement with Credentials, Inc., on behalf of Santa Ana College and Santiago Canyon College.	<u>Action</u>
5.0 <u>BUS</u>	INESS OPERATIONS/FISCAL SERVICES	
*5.1	<u>Approval of Payment of Bills</u> The administration recommends payment of bills as submitted.	Action
*5.2	<u>Approval of Contract Renewal – Chancellor's Office Tax Offset Program</u> The administration recommends authorization be given to renew the COTOP contract with the State Chancellor's Office as presented.	Action
*5.3	Approval of HMC Architectural Services for IPP/FPP Updates and Preparation of Five Year Construction Plan for Submittal to State Chancellor's Office The administration recommends approval of the three proposals from HMC Architects as submitted for a total fee of \$27,000 as presented.	<u>Action</u>
*5.4	Approval of Architectural Services with R2A Architecture for Building Analysis Services at Orange Education Center The administration recommends approval of the proposal for phase one architectural services with R2A Architecture for \$54,113 plus reimbursabl expenses not to exceed \$7,600 as presented.	<u>Action</u>
*5.5	Approval of Engineering Services with P2S Engineering, Inc. for Energy Conservation Study for Santa Ana College The administration recommends approval of the proposal for engineering services with P2S Engineering for \$72,500 as presented.	<u>Action</u>
*5.6	Approval of Additional Architectural Services for Child Development <u>Center at Santa Ana College</u> The administration recommends approval of additional services provided by Harley Ellis Devereaux for \$14,000 as presented.	<u>Action</u>

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<ul> <li>*5.7 <u>Approval of Awarding Bid #1163 for ADA Upgrades at Baseball</u> <u>Complex at Santa Ana College</u> The administration recommends approval of awarding Bid #1163 for ADA upgrades to the baseball complex at SAC to B-One Construction Company as presented.</li> </ul>	<u>Action</u>
*5.8 <u>Approval of Proposal for Pre-Construction Services for Santa Ana College</u> <u>Infrastructure Repair and Site Improvements</u> The administration recommends approval of the additional pre-construction management services for Bernards Management Services as presented.	Action
*5.9 <u>Approval of Reimbursable Costs for Bernards Management Services for</u> <u>Child Development Center at Santa Ana College</u> The administration recommends approval of additional operating costs for Bernards Management Services as presented.	<u>Action</u>
*5.10 <u>Approval of Final Parcel Map for Santa Ana College</u> The administration recommends approval of the agreement with Stantec Engineers to provide a final parcel map for SAC as provided.	<u>Action</u>
*5.11 <u>Approval of Change Order #4 for Bid #1097 for General Construction for</u> <u>Child Development Center at Santa Ana College</u> The administration recommends approval of change order #4 for ISEC, Inc for Bid #1097 for general construction for the Child Development Center at SAC as presented.	<u>Action</u>
*5.12 Approval of Change Order #1 for Bid #1098 for Landscaping for Child Development Center at Santa Ana College The administration recommends approval of change order #1 for Nature Tech Landscaping, Inc., for Bid #1098 for landscaping of the Child Development Center at SAC as presented.	<u>Action</u>
*5.13 Approval of Change Order #4 for Bid #1102 for Drywall and Plastering at Child Development Center at Santa Ana College. The administration recommends approval of change order #4 for Insul Drywall and Plastering, Inc., for Bid #1102 for drywall and plastering at the Child Development Center at SAC as presented.	<u>Action</u>
*5.14 <u>Approval of Change Order #1 for Bid #1108 for Painting of the Child</u> <u>Development Center at Santa Ana College</u> The administration recommends approval of change order #1 for Kronos Painting, Inc., for Bid #1108 for painting of the Child Development Center at SAC as presented.	<u>Action</u>

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*5.15 Approval of Change Order #2 for Bid #1109 for Plumbing for Child Development Center at Santa Ana College The administration recommends approval of change order #2 for J.M. Farnan Company, Inc., for Bid #1109 for plumbing for the SAC Child Development Center as presented.	<u>Action</u>
*5.16 <u>Approval of Change Order #3 for Bid #1121 for Structural Steel at Child</u> <u>Development Center at Santa Ana College</u> The administration recommends approval of change order #3 for Columb Steel, Inc., for Bid #1121 for structural steel for the Child Development Center at SAC as presented.	
*5.17 <u>Approval of Change Order #2 for Bid #1122 for Glass and Glazing at</u> <u>Child Development Center at Santa Ana College</u> The administration recommends approval of change order #2 for E & R Glass Contractors for Bid #1122 for glass and glazing at the Child Development Center at SAC as presented.	<u>Action</u>
*5.18 <u>Approval of Change Order #1 for Bid #1123 for Flooring for Child</u> <u>Development Center at Santa Ana College</u> The administration recommends approval of change order #1 for Precision Floor Covering for Bid #1123 for flooring for the Child Development Center at SAC.	<u>Action</u>
*5.19 <u>Approval of Award of Bid #1150 for Swimming Pool for Athletic/Aquat</u> <u>Center at Santiago Canyon College</u> The administration recommends approval of awarding Bid #1150 for the swimming pool for the Athletic/Aquatic Center at SCC to Nadal, Inc., as presented.	
*5.20 Approval of Additional Emergency Repairs to the Main Electrical Duct Bank at Science Building at Santiago Canyon College The administration recommends approval of additional emergency repair as presented in Exhibit A (attached to the agenda) in the amount of \$99,965.58.	<u>Action</u>
<ul> <li>*5.21 Approval of Amended Change Order #2 for Bid #1055 for Concrete for Science Building (Bond Portion) at Santiago Canyon College (Item 5.7 on May 10, 2010, agenda)</li> <li>The administration recommends approval of change order #2 for Angeles Contractor, Inc., for Bid #1055 for concrete for the science building at So as presented.</li> </ul>	

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*5.22	Approval of Change Order #3 for Bid #1055 for Concrete for Science Building (Bond Portion) at Santiago Canyon College The administration recommends approval of change order #3 for Angeles Contractor, Inc., for Bid #1055 for concrete for the science building at SCC as presented.	<u>Action</u>
*5.23	Approval of Amended Change Order #3 for Bid #1055 for Concrete for Science Building (State Portion) at Santiago Canyon College (Item 5.8 On May 10, 2010, agenda) The administration recommends approval of change order #3 for Angeles Contractor, In., for Bid #1055 for concrete for the science building at SCC as presented.	<u>Action</u>
*5.24	Approval of Change Order #4 for Bid #1055 for Concrete for Science Building (Bond Portion) at Santiago Canyon College The administration recommends approval of change order #4 for Angeles Contractor, Inc., for Bid #1055 for concrete for the science building at SCC as presented.	<u>Action</u>
*5.25	Approval of Change Order #4 for Bid #1055 for Concrete for Science Building (State Portion) at Santiago Canyon College The administration recommends approval of change order #4 for Angeles Contractor, Inc., for Bid #1055 for concrete for the science building at SCC as presented.	<u>Action</u>
*5.26	Approval of Change Order #3 for Bid #1058 for Concrete for Science Building (Bond Portion) at Santiago Canyon College The administration recommends approval of change order #3 for Angeles Contractor, Inc., for Bid #1058 for concrete for the science building at SCC as presented.	<u>Action</u>
*5.27	Approval of Change Order #4 for Bid #1058 for Concrete for Science Building (State Portion) at Santiago Canyon College The administration recommends approval of change order #4 for Angeles Contractor, Inc., for Bid #1058 for concrete for the science building at SCC as presented.	<u>Action</u>
*5.28	Approval of Change Order #5 for Bid #1058 for Concrete for Science Building (State Portion) at Santiago Canyon College The administration recommends approval of change order #5 for Angeles Contractor, Inc., for Bid #1058 for concrete for the science building at SCC as presented.	<u>Action</u>

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*5.29 Approval of Change Order #2 for Bid #1065 for HVAC for Scien Building (Bond Portion) at Santiago Canyon College The administration recommends approval of change order #2 for Engineering, Inc., for Bid #1065 for HVAC for the science buildi SCC as presented.	Athena
*5.30 <u>Approval of Change Order #4 for Bid #1076 for Glass and Glazin</u> <u>Science Building (Bond Portion) at Santiago Canyon College</u> The administration recommends approval of change order #4 for Contracting Services for Bid #1076 for glass and glazing for the s building at SCC as presented.	Best
*5.31 <u>Approval of Change Order #4 for Bid #1076 for Glass and Glazin</u> <u>Science Building (State Portion) at Santiago Canyon College</u> The administration recommends approval of change order #4 for Contracting Services for Bid #1076 for glass and glazing for the s building at SCC as presented.	Best
<ul> <li>*5.32 <u>Approval of Change Order #5 for Bid #1078 for Maintenance &amp; Operations (M &amp; O) Building and Parking Lot at Santiago Canyo College</u>         The administration recommends approval of change order #5 for Services, Inc., for Bid #1078 for construction of M &amp; O building parking lot at SCC as presented.     </li> </ul>	MEPCO
*5.33 Approval of Change Order #6 for Bid #1078 for Maintenance & Operations Building and Parking Lot at Santiago Canyon College The administration recommends approval of change order #6 for Services, Inc., for Bid #1078 for construction of M & O building parking lot at SCC as presented.	MEPCO
*5.34 <u>Approval of Change Order #1 for Bid #1151 for SCC Santiago Ca</u> <u>Road Entry and Parking Lot (DSA #04-110566)</u> The administration recommends approval of change order #1 for a California Grading for Bid #1151 for earthwork for the Humanitie Building, Athletic/Aquatic Center, Santiago Canyon Road Entry a Lot, Chapman Avenue Entry and Learning Resource Center (LRC and Loop Road Extension projects at Santiago Canyon College.	Southern es and Parking
*5.35 <u>Approval of Bid #1157 – Purchase of Olympus (or equal) Micros</u> <u>and Components</u> The administration recommends acceptance of the bids and appro Bid #1157 for the purchase of Olympus microscopes and compon Olympus America as presented.	val of

<sup>\*</sup> Item is included on the Consent Calendar, Item 1.5.

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*5.36	<ul> <li><u>Approval of Bid #1160 – Purchase of Miscellaneous Scand Supplies</u></li> <li>The administration recommends acceptance of the bids awarding the bids to Fisher Scientific, Pasco Scientific, Wards Natural Science, Carolina Biological, Science Ki and Parco Scientific for Bid #1160 – Purchase of Misce equipment and supplies as presented.</li> </ul>	and Sar t, F	approval of gent Welch, rey Scientific,	<u>Action</u>
*5.37	Approval of Bid #1162 – Elevator Repair and Maintena The administration recommends acceptance of the bid a awarding the contract including renewals to Omega Elev to provide repair and maintenance service to district-ow presented.	nd a vato	approval of or Corporation	<u>Action</u>
*5.38	Approval of Purchase Orders The administration recommends approval of the purchas for the period June 6, 2010, through July 9, 2010.	se o	rder listing	<u>Action</u>
6.0 <u>GE</u>	NERAL			
*6.1	<ul> <li>Career and Technical Education Act (CTEA) Title I-C (District Operations/SAC/SCC)</li> <li>Career and Technical Education (CTE) – Tech Prep Consortium (SAC/SCC)</li> <li>Community College Open Learning Initiative (SAC)</li> <li>Family-Owned Business Forum (DO)</li> <li>Math, Science, and Engineering Achievement (MESA) Program (SAC)</li> <li>Santa Ana Middle College High School (SAC)</li> <li>VATAP (Vietnamese American Technical Assistance Program) (District) – Year 1 of 2</li> </ul>	s (iee f for ti \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	to enter into he following: 38,871 .,776,360 139,416 4,932 6,000 50,568 84,604 50,000	Action
*6.2	Adoption of Resolution No. 10-18 – California Departm Education (CCTR-0192) The administration recommends approval of the resoluti with the California Department of Education which auth chancellor or his designee to sign the contract document 2010-2011 fiscal year.	ion nori:	agreement zes the	<u>Action</u>

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*6.3	Adoption of Resolution No. 10-19 – California Department of Education (CCAP-9050) The administration recommends approval of the resolution agreement with the California Department of Education which authorizes the chancellor or his designee to sign the contract documents for the 2009-2010 and 2010-2011 fiscal years.	<u>Action</u>
*6.4	Second Amendment to Subcontract Agreement (DO-09-006) between RSCCD and Central County Regional Occupational Program (CCROP) for the Career Technical Education (CTE) Community Collaborative – Workforce Innovation Partnership Grant The administration recommends approval of the amendment to the subcontract agreement and authorization be given to the Vice Chancellor, Business Operations & Fiscal Services or his designee to sign the amendment.	<u>Action</u>
6.5	Adoption of Revisions to Board Policies 9007 – Officers of the Board and 9013 – Annual Organizational Meeting The administration recommends adoption of revisions to Board Policies 9007 – Officers of the Board and 9013 – Annual Organization Meeting.	<u>Action</u>
6.6	Adoption of Resolution No. 10-17 in Support of College Foundations The administration recommends adoption of Resolution No. 10-17 in support of college foundations.	<u>Action</u>
6.7	Adoption of Board of Trustees Annual Self-Evaluation Timeline for 2010 It is recommended that the Board of Trustees adopt the 2010 self-evaluation timeline (attached to agenda).	
6.8	<ul> <li><u>Reports from Board Committees</u></li> <li>Board Facilities Committee</li> </ul>	<u>Information</u>
6.9	Board Member Comments	<u>Information</u>

**7.0** <u>ADJOURNMENT</u> - The next regular meeting of the Board of Trustees will be held on August 23, 2010.

<sup>\*</sup> Item is included on the Consent Calendar, Item 1.5.

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

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

# Monday, June 21, 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 Mr. Brian Conley, Mr. John Hanna, Mr. Mark McLoughlin, Mr. Nate Selvidge, and Mr. Phillip Yarbrough. Dr. David Chapel and Ms. Lisa Woolery were not in attendance due to illness.

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

#### 1.2 <u>Pledge of Allegiance to the United States Flag</u>

The Pledge of Allegiance was led by Mr. Amin David, a member of the community.

1.3 Administration of Oath of Allegiance to Nathan Selvidge, 2010-11 Student Trustee

Mr. Labrado administered the Oath of Allegiance to Mr. Nathan Selvidge. The board welcomed him as the 2010-11 student trustee.

1.4 Public Comment

Mr. Sal Addotta, Mr. Carlos Amador, Mr. Allen Baldwin, Ms. Cyndi Bendezu, Mr. Francisco Bravo, Ms. Alma Castrejon, Mr. Amin David, Mr. Erik Esparragoza, Mr. Paul Z. Garcia, Mr. Adrian Gonzalez, Ms. Yvonne Gonzalez Duncan, Ms. Tina Lam, Mr. Juan Francisco Lara, Ms. Adriana Martin Del Campo, Ms. Nora Mendez, Ms. Alexis Nava Teodoro, Mr. Bao Nguyen, Ms. Andrea Ortega, Mr. Tony Ortuno, Dr. Robert M. Ramirez, and Ms. Sarah Rimack spoke regarding Item 6.8 (SAC Foundation Scholarship).

Mr. Earl Mitchell spoke regarding administrative appointments.

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to review Item 6.8 (SAC Foundation Scholarship) as an informational item at this time.

#### 6.8 SAC Foundation Scholarship

It was noted that an informational handout was provided to the public at the meeting.

Mr. Hanna explained that the board of trustees is unable to take action on this item since the scholarship is funded from private donations through the Santa Ana College Foundation.

Mr. Labrado asked the chancellor to read a resolution in support of college foundations, and submit this resolution to the board for approval at its next meeting.

### 1.5 Approval of Minutes

It was moved by Mr. Conley, seconded by Mr. Yarbrough, and carried unanimously to approve the minutes of the special meeting held May 22, 2010, the regular meeting held May 24, 2010, the special meeting held May 28, 2010, and the special meeting held June 3, 2010.

### 1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar, with the exception of Item 5.5 (Approval of Notice of Completion: Bid #1116 for Gym Restroom Addition, Gym Floor Replacement, and Fire Sprinkler Installation at Santa Ana College) removed from the Consent Calendar by Mr. Hanna, and Item 6.5 (Adoption of Revision to Board Policy 7002 – Intellectual Property Rights) removed by Mr. McLoughlin:

4.1 <u>Approval of New Noncredit Courses for Santa Ana College School of</u> <u>Continuing Education</u> The board approved and certified the list of new noncredit courses attached to

the docket for submission to the State Chancellor's Office and added to SAC's noncredit course inventory.

- 4.2 <u>Approval of New OTA Agreement Aviara Healthcare Center</u> The board approved this contract with Aviara Healthcare Center in Encinitas, California.
- 4.3 <u>Approval of Renewal of On-Site Associate Degree Nursing Program with St.</u> <u>Joseph Hospital of Orange</u> The board approved this agreement with St. Joseph Hospital of Orange.

- 1.6 <u>Approval of Consent Calendar</u> (cont.)
  - 4.4 <u>Approval of New OTA Agreement Providence Little Company of Mary</u> <u>Medical Center</u> The board approved this contract with Providence Little Company of Mary Medical Center in San Pedro, California.
  - 4.5 <u>Approval of CJA Agreement Renewal: Asian Gang Investigators Association of California</u> The board approved this agreement with the Asian Gang Investigators Association of West Covina, California.
  - 4.6 <u>Approval of Renewal of OTA Agreement AHMC Garfield Medical Center,</u> <u>LP</u>

The board approved this contract with AHMC Garfield Medical Center, LP in Monterey Park, California.

- 4.7 <u>Approval of New OTA Agreement Life Care Centers of America</u> The board approved this contract with Life Care Centers of America in Cleveland, Tennessee.
- 4.8 <u>Approval of Memorandum of Understanding with Trinity Cristo Rey Lutheran</u> <u>Church</u>

The board approved this memorandum of understanding between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education and Trinity Cristo Rey Lutheran Church in Santa Ana, California.

- 4.9 <u>Approval of Instructional Agreements with SER, Jobs for Progress, Inc. for</u> <u>Vocational and Basic Skills Training</u> The board approved the instructional agreements with SER, Jobs for Progress, Inc. for program year 2010-2011.
- 4.10 <u>Approval of Renewal of Fire Technology Classroom Training Agreement with</u> <u>City of Burbank</u> The board approved this contract renewal for 2010-2011 with the City of Burbank.
- 4.11 <u>Approval of Metropolitan Water District of Southern California Master Cost</u> <u>Agreement</u> The board approved this agreement with the Metropolitan Water District of Southern California for 2010-2011 as presented.

- 1.6 <u>Approval of Consent Calendar</u> (cont.)
  - 4.12 <u>Approval of Extension of Existing Lease Agreement with Orange County</u> <u>Coastkeeper to Accommodate Proposition 84 Grant Application</u> The board approved the extension of the \$1 per year lease agreement with the Orange County Coastkeeper to June 30, 2029, from the current 10-year lease, to accommodate the Proposition 84 grant application at Santiago Canyon College.
  - 5.1 <u>Approval of Payment of Bills</u> The board approved payment of bills as submitted.
  - 5.2 <u>Approval of Budget Transfers and Budget Increases/Decreases</u> The board approved budget transfers, increases, and decreases during the month of May 2010.
  - 5.4 <u>Approval of Notice of Completion: Bid #1051 for Classroom and</u> <u>Maintenance & Operations (M&O) Buildings at Santa Ana College (SAC)</u> The board approved the Notice of Completion for the construction of the classroom and Maintenance & Operations buildings at SAC as presented.
  - 5.6 <u>Approval of Additional Construction Management Services for various</u> <u>Santiago Canyon College Construction Projects</u> The board approved additional services for Seville Construction Services, Inc., in the amount of \$575,129 as presented.
  - 5.7 <u>Approval of Consulting Services Agreement Facilities Planning & Program</u> <u>Services, Inc.</u> The board approved the consulting services agreement for Facilities Planning & Program Services, Inc., as presented.
  - 5.8 <u>Approval of Additional Architectural Services Related to Miscellaneous</u> <u>Action</u> <u>Repairs & ADA Upgrades to the Gymnasium at Santa Ana College</u> The board approved the request for additional services for the IBI Group in the amount of \$217,805.49 as presented.
  - 5.9 <u>Approval of Architect Change Order for Restroom Addition, Gym Floor</u> <u>Replacement, and Installation of Fire Sprinkler System at the Gymnasium at</u> <u>Santa Ana College</u> The board approved the request for additional services for the IBI Group in an amount not to exceed \$17,116.48.
  - 5.10 <u>Approval of Change Order #2: Bid #1060 for Casework and Fixtures for Science Building (Bond Portion) at Santiago Canyon College</u> The board approved change order #2 for Dow Diversified, Inc., for Bid #1060 for casework and fixtures in the SCC science building as presented.

- 1.6 <u>Approval of Consent Calendar</u> (cont.)
  - 5.11 <u>Approval of Change Order #2: Bid #1060 for Casework and Fixtures for Science Building (State Portion) at Santiago Canyon College (SCC)</u> The board approved change order #2 for Dow Diversified, Inc., for Bid #1060 for casework and fixtures in the SCC science building as presented.
  - 5.12 <u>Approval of Change Order #1: Bid #1062 for Fire Protection System for the Science Building (Bond Portion) at Santiago Canyon College</u> The board approved change order #1 for Cosco Fire Protection, Inc., for Bid #1062 in the amount of \$1,923 for the fire protection system for the SCC science building as presented.
  - 5.13 <u>Approval of Change Order #1: Bid #1062 for Fire Protection System for</u> <u>Science Building (State Portion) at Santiago Canyon College</u> The board approved change order #1 for Cosco Protection, Inc., for Bid #1062 in the amount of \$10,598 for the fire protection system for the SCC science building as presented.
  - 5.14 <u>Approval of Change Order #1: Bid #1063 for Plumbing for Science</u> <u>Building (State Portion) at Santiago Canyon College</u> The board approved change order #1 for J.M. Farnan Company, Inc., for Bid #1063 for plumbing services in the SCC science building.
  - 5.15 <u>Approval of Change Order #3: Bid #1076 for Glass/Glazing for Science</u> <u>Building (Bond Portion) at Santiago Canyon College</u> The board approved change order #3 for Best Contracting Services for Bid #1076 for glass and glazing for the SCC science building as presented.
  - 5.16 <u>Approval of Change Order #3: Bid #1097 for General Construction for Child</u> <u>Development Center at Santa Ana College</u> The board approved change order #3 for ISEC, Inc., for Bid #1097 for general construction for the SAC Child Development Center as presented.
  - 5.17 <u>Approval of Change Order #2: Bid #1100 for Concrete for Child Development</u> <u>Center at Santa Ana College</u> The board approved change order #2 for Micon Construction, Inc., for Bid #1100 for concrete for the SAC Child Development Center as presented.
  - 5.18 <u>Approval of Change Order #3: Bid #1102 for Drywall and Plastering at Child Development Center at Santa Ana College</u>
     The board approved change order #3 for Insul Drywall and Plastering, Inc., for Bid #1102 for drywall and plastering at the SAC Child Development Center as presented.

- 1.6 <u>Approval of Consent Calendar</u> (cont.)
  - 5.19 <u>Approval of Materials Testing and Inspection Services for Child Development</u> <u>Center at Santa Ana College</u> The board approved additional service fees with Reliant Testing Engineers to perform specialized inspection and testing services as presented.
  - 5.20 <u>Approval of Change Order #4: Bid #1129 for Electrical at Child Development</u> <u>Center at Santa Ana College</u> The board approved change order #4 for EMAE International, Inc., for Bid #1129 for electrical services at the SAC Child Development Center as presented.
  - 5.21 <u>Approval of Change Order #1: Bid #1156 for Renovation of Child</u> <u>Development Center at Centennial Education Center (CEC)</u> The board approved change order #1 for MDE Group, Inc., for Bid #1156 for renovation of CEC Child Development Center as presented.
  - 5.22 <u>Approval to Reject all Bids Bid #1161 Baseball Complex ADA Upgrades at Santa Ana College</u>
     The board rejected all bids in Bid #1161 for SAC Baseball Complex ADA upgrades as presented and approved a third rebidding of the project.
  - 5.23 <u>Approval of Outsource Technical Contract Consulting Services</u> The board approved hiring Outsource Technical Contract programmers for the 2010-2011 fiscal year as presented.
  - 5.24 <u>Approval of Bid #1159 HVAC Maintenance Service Contract</u> The board accepted the bid and approved awarding the bid including renewals to Franklin Air Conditioning & Heating Company, Inc., to provide maintenance service to HVAC equipment as presented.
  - 5.25 <u>Approval of 2010-2011 Contract Listing</u> The board approved the 2010-2011 contract listing as presented.
  - 5.26 Approval of Contract with Xerox Corporation

The board approved the contract with Xerox Corporation for multifunction copiers and related software and services pursuant to the Master Service Agreement No. 1715 awarded by the State of Nevada on behalf of the Western States Contracting Alliance (WSCA) and approved for usage by the State of California pursuant to the California Participating Addendum Master Price Agreement No. 7-09-36-06 for the purchase and/or lease of multifunction copiers, related software and services including extensions on an as needed basis as presented.

6.2

### 1.6 <u>Approval of Consent Calendar</u> – (cont.)

5.27 Approval of Surplus Property

The board declared the list of equipment attached to the docket as surplus property and approved utilizing The Liquidation Company to conduct an auction as presented.

5.28 Approval of Donation of Surplus Items

The board approved the donations listed on the docket coversheet to Garden Grove Unified School District and Orange Unified School District as presented.

- 5.29 <u>Approval of Purchase Orders</u> The board approved the purchase order listing for the period May 9, 2010, through June 5, 2010.
- 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:

- Disabled Students Programs & Services (DSPS)	\$	5,735
– Augmentation (SAC)		
- Extended Opportunity Programs and Services (EOPS)	\$	1,623
– Augmentation (SCC)		
- Business Entrepreneurship Centers (District)	\$2	05,000
- Business Entrepreneurship Centers Statewide Leadership	\$1'	72,500
(District)		
- Center for International Trade Development (District)	\$1	88,273
- Child Development Facilities Renovation and Repair (District)	\$1	00,000
- Child Development Infant Toddler Resource Award (District)	\$	5,837
- Enrollment Growth for Nursing ADN Programs, Year 1 (SAC)	\$1	01,087
- Women's Business Center, Year 4 (District)	\$1:	50,000
Adoption of Resolution No. 10-14 – United States Department of	He	ealth and
<u>Human Services – Early Head Start, Year Two</u>		

The administration recommends approval of Resolution No. 10-14 that authorizes the chancellor or his designee to sign the grant submission documents.

6.3 <u>Approval of Amendment to Subcontract Agreement with Central County</u> <u>Regional Occupational Program (CCROP) for the Career Technical</u> <u>Education (CTE) Community Collaborative Grant (DO-09-006)</u> The board approved this amendment to the subcontract agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the amendment to the subcontract agreement.

- 1.6 <u>Approval of Consent Calendar</u> (cont.)
  - 6.4 Acceptance of Grant Award Small Business Administration, Office of Women Business Owners – Institute for Women Entrepreneurs (IWE) The board approved acceptance of this grant award and the continued operation of the IWE program.
- 1.7 Public Hearing 2010-2011 Tentative Budget

There were no public comments.

1.8 <u>Recognition of Chancellor</u>

On behalf of the board, Mr. Labrado recognized Dr. Hernandez and thanked him for his thirteen years of leadership as chancellor.

# 2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 <u>Report from Chancellor</u>

Dr. Edward Hernandez, Jr. provided a report to the board and thanked staff and board members for their support during his tenure.

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. Alejandro Flores, 2009-2010 Student President, Santa Ana College Mr. Kevin Dilger, 2010-2011 Student President, Santiago Canyon College

#### 2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

2.6 Informational Presentation on the Budget

Mr. Hardash provided an informational presentation on the budget to the board.

### **RECESS TO CLOSED SESSION**

The board convened into closed session at 6:37 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) Associate Dean
    - (3) Director
    - (4) Vice President
  - g. Other Educational and Classified Administrators
- Conference with Labor Negotiator (pursuant to Government Code Section 54957.6) Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services

Employee Organizations: Faculty Association of Rancho Santiago Community College District California School Employees Association, Chapter 579 Continuing Education Faculty Association Child Development Centers Teachers Association

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

Mr. Conley recused himself by leaving the room during discussion of Public Employee Discipline/Dismissal/Release.

# RECONVENE

The board reconvened at 7:15 p.m.

# Closed Session Report

Mr. Yarbrough reported the board discussed the abovementioned items, and took action to suspend Shaun Iranpour, Technical Specialist II, for ten working days.

# 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. McLoughlin, and carried unanimously to approve the following action on the management/academic personnel docket:

- Approve Cabinet and Management Salary Schedules
- Approve New Job Descriptions
- Approve Appointments
- Approve Interim to Permanent Positions
- Approve Changes of Assignments/titles
- Approve Extensions of Interim Assignments
- Approve Interim Assignments/Changes of Locations
- Approve Interim Assignments
- Approve Return to Regular Assignments
- Approve Voluntary Furloughs
- Approve 2020-2011 Permanent FARSCCD 175-Day Contract Salary Schedule
- Approve 2010-2011 Permanent FARSCCD 192-Day Contract Salary Schedule
- Approve 2010-2011 Permanent FARSCCD 225-Day Contract Salary Schedule
- Approve 2010-2011 Permanent FARSCCD Part-time/Beyond Contract Salary Schedule
- Approve 2010-2011 Permanent FARSCCD Summer Credit Contract Salary Schedule
- Approve 2010-2011 Permanent FARSCCD Summer Non-credit Contract Salary Schedule
- Approve 2010-2011 Interim CEFA Part-time Salary Schedule
- Approve 2010-2011 Interim CDCTA Full-time Salary Schedule
- Approve 2010-2011 Interim CDCTA Part-time Salary Schedule
- Approve Rehiring of Temporary Non-tenure Track Employees per E.C. 87470
- Approve Adjusted Column Placements
- Approve Contract Extension Days for 2009-2010
- Approve Adjusted End Dates for Leaves of Absence

Minutes Board of Trustees

- 3.1 <u>Management/Academic Personnel</u> (cont.)
  - Approve Leaves of Absence
  - Ratify Resignations/Retirements
  - Approve Stipends
  - Approve Part-time/Hourly Hires/Rehires
  - Approve Non-paid Intern Services

# 3.2 <u>Classified Personnel</u>

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

- Approve Reduction in Force Lay Offs
- Approve 2010-2011 CSEA Interim Salary Schedules
- Approve Revised Job Descriptions
- Approve Temporary to Contract Positions
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Positions
- Approve Voluntary Furloughs
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters/Stipends
- Approve Volunteers
- Approve Student Assistant Volunteers

# 3.3 Approval of Fringe Benefit Providers for Fiscal Year 2010-2011

It was moved by Mr. Yarbrough, seconded by Mr. McLoughlin, and carried unanimously to approve the renewal of the insurance programs listed on the docket coversheet at the negotiated rates, and authorization was given to enter into the appropriate agreements with the listed insurance companies for the 2010-2011 fiscal year.

### 3.4 <u>Renewal of Flexible Benefits Plan 2010-2011</u>

It was moved by Mr. Yarbrough, seconded by Mr. McLoughlin, and carried unanimously to authorize the chancellor or his designee to extend the flexible benefits plan with CONEXIS for the 2010-2011 fiscal year.

### 4.0 **INSTRUCTION**

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

# 5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, 5.4, and 5.6 through 5.29 were approved as part of Item 1.6 (Consent Calendar).

5.3 Approval of 2010-2011 Tentative Budget

It was moved by Mr. Yarbrough and seconded by Mr. Conley to approve the 2010-2011 Tentative Budget as presented. Discussion ensued. The motion carried unanimously.

5.5 <u>Approval of Notice of Completion: Bid #1116 for Gym Restroom Addition, Gym</u> Floor Replacement, and Fire Sprinkler Installation at Santa Ana College

It was moved by Mr. Yarbrough and seconded by Mr. Conley to approve the Notice of Completion for completion of the gym restroom addition, gym floor replacement, and fire sprinkler installation at SAC as presented. Discussion ensued. The motion carried unanimously.

#### 5.30 Approval of State Categorical Program Flexibility Transfer per AB 4X2

It was moved by Mr. Conley and seconded by Mr. Yarbrough to approve the State Categorical Program Flexibility Transfer per AB 4X2 as presented. Discussion ensued. The motion carried unanimously.

# 6.0 GENERAL

Items 6.1, 6.2, 6.3, and 6.4 were approved as part of Item 1.6 (Consent Calendar). Information Item 6.8 (SAC Foundation Scholarship) was reviewed after Item 1.4 (Public Comments).

6.5 Adoption of Revision to Board Policy 7002 – Intellectual Property Rights

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to adopt revisions to Board Policy 7002. Discussion ensued. Mr. McLoughlin asked that consistency in

the revisions include "*copyright*, <u>trademark</u>, or patent" throughout the policy. Mr. Yarbrough amended the original motion to include Mr. McLoughlin's request and Mr. Hanna seconded the amendment. The amended motion carried unanimously.

# 6.6 <u>First Reading of Revision to Board Policies 9007 – Officers of the Board and 9013 –</u> Annual Organizational Meeting

These policies were presented for first reading as informational items.

# 6.7 Board Self-Evaluation

Dr. Hernandez requested the board schedule an annual planning activity meeting to discuss the Board's goals and vision for 2010-2011.

Mr. Labrado plans to meet with Mr. Didion regarding the annual planning activity and asked Mr. Didion to begin preparations for the meeting.

Mr. Labrado requested the Board Policy Committee schedule a meeting to begin planning for the annual planning activity meeting.

Mr. Hanna asked that the minutes reflect more detail on this item for accreditation purposes.

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

Mr. Hanna provided a report on the June 17, 2010, Board Facilities Committee meeting.

Mr. Conley provided a report on the June 14, 2010, Board Policy Committee meeting.

# 6.10 Board Member Comments

Mr. Selvidge thanked the board and staff for their support and encouragement. He reported he plans to attend the Community College League of California Student Trustee workshop in August.

Board members welcomed Mr. Selvidge as student trustee for 2010-2011. Mr. Hanna reminded him that as student trustee, he represents students at both colleges.

Board members commended Dr. Hernandez on his service to the district and extended best wishes on his retirement plans.

Mr. Conley congratulated Mr. Didion on his position as interim chancellor.

Mr. Conley and Mr. McLoughlin commended the college presidents on the colleges' recent commencement services.

Mr. Hanna commended Dr. Martinez on credit and non-credit commencement services. He apologized for not attending SCC's commencement ceremonies due to a conflict in scheduling.

Mr. Hanna reported on a recent trip with the Metropolitan Water District of Southern California.

Mr. McLoughlin reported on a recent meeting with Assemblyman Chris Norby.

Mr. McLoughlin asked that the board meeting be adjourned in honor of Dr. Hernandez' service to the district.

# 7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on July 26, 2010, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Mr. Labrado declared this meeting adjourned at 8:05 p.m. in honor of Dr. Edward Hernandez, Jr.'s service to the Rancho Santiago Community College District.

Respectfully submitted,

John Didion Interim Chancellor

Approved: \_\_\_\_

Clerk of the Board

Minutes approved: July 26, 2010

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

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

# Tuesday, June 29, 2010

# MINUTES

# 1.0 PROCEDURAL MATTERS

# 1.1 Call to Order

The meeting was called to order at 11:30 a.m. by Mr. Larry Labrado. Other members present were Dr. David Chapel, Mr. John Hanna, Mr. Mark McLoughlin, Mr. Nathan Selvidge, Ms. Lisa Woolery, and Mr. Phillip Yarbrough. Mr. Brian Conley was not in attendance due to another commitment.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, and Dr. Erlinda Martinez. 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. Yarbrough.

1.3 Public Comment

There were no public comments.

It was moved by Mr. Yarbrough, seconded by Ms. Woolery and carried unanimously to suspend the rules and consider Item 2.1 (Adoption of Resolution No. 10-15 and Order of Biennial Trustee Election 2010 and Specifications of the Election Order) at this time.

# 2.0 GENERAL

2.1 Adoption of Resolution No. 10-15 and Order of Biennial Trustee Election 2010 and Specifications of the Election Order

It was moved by Mr. Yarbrough, seconded by Ms. Woolery, and carried unanimously to approve Resolution No. 10-15 and Order of Biennial Trustee Election and Specifications of the Election Order.

Agenda Board of Trustees

# **RECESS TO CLOSED SESSION**

The board convened into closed session at 11:31 a.m. to consider the following items:

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

Mr. Selvidge left the meeting at this time.

### RECONVENE

The board reconvened at 11:52 a.m.

Closed Session Report

Mr. Yarbrough reported the board discussed the abovementioned item, and there was no action taken during closed session.

### 3.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on July 26, 2010, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Mr. Labrado declared this meeting adjourned at 11:53 a.m.

Respectfully submitted,

John Didion Interim Chancellor

Approved: \_\_\_\_

Clerk of the Board

Minutes approved: July 26, 2010

#### <u>No. 3.1</u>

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

# HUMAN RESOURCES DOCKET MANAGEMENT/ACADEMIC July 26, 2010

### MANAGEMENT

# Interim to Permanent

Caldwell, Kari Director, Orange County Women's Business Center Educational Services District

Effective: July 27, 2010 Salary Placement: F-4 \$8,231/Month (No Change)

# Interim Assignment

Maus, Donald Interim Risk Manager Human Resources and Educational Services District

# Ratification of Resignation/Retirement

Piazza, Leslie Risk Manager Human Resources and Educational Services District

FACULTY

2010/2011 Athletic Coaching Assignments/Stipends/Attachments #1-2

2010/2011 Contract Extension Days/Attachment #3

2010/2011 Coordinator Assignments/Stipends for 192/225 Day Faculty/Attachment #4

Permission to Accept Outside Assignment

Grant, Madeline – To serve on the California Academic Senate Partnership Program Board (CAPP), as a faculty representative with the endorsement of the statewide Academic Senate from September, 2010, through June 30, 2012.

Effective: July 26, 2010 Salary Placement: H-4 \$7,309.00/Month

> Effective: August 16, 2010 Reason: Retirement

# FACULTY (CONT'D)

# Extension of Interim Assignment

Cahill, Mary Acting Master Teacher SAC Child Development Center Child Development Services District

Van, Connie Interim Parent Education Coordinator Early Head Start Child Development Services District

Change of Location

Mangali, Colleen Master Teacher SCC Child Development Center Child Development Services District

# Leaves of Absence

Armbruster, Lynda Professor, CIS/Computer Science Math and Sciences Division Santiago Canyon College

Cuneo, Amy Associate Professor, Math Math and Sciences Division Santiago Canyon College

Frye-Reed, Caroline Counselor Counseling Division Santa Ana College Effective: July 1 – August 12, 2010 Salary Placement: MT/AA-1 \$35,364/Year (No Change)

Effective: July 1, 2010 - June 30, 2011 Salary Placement: MT/AA-7 \$40,102/Year (No Change)

Effective: July 1, 2010 From: SAC Child Development Center Salary Placement: MT/BA-1 \$37,132/Year (No Change)

Effective: August 16 – December 11, 2010 Reason: Banked Leave (9 LHE)

Effective: August 16 - December 11, 2010 Reason: Banked Leave (19.63 LHE)

Effective: July 26, 2010 – June 1, 2011 Reason: Banked Leave (30 LHE)

# FACULTY (CONT'D)

#### Leaves of Absence (cont'd)

Norwood, Joyce Counselor, EOPS Student Services Division Santa Ana College

# Adjusted Dates for Leaves of Absence

Morse, Leah Master Teacher SCC Child Development Center Child Development Services District

Morse, Leah Master Teacher SCC Child Development Center Child Development Services District

# Ratifications of Resignation/Retirement

Arumbula, Alicia Teacher SCC Child Development Center Child Development Services District

Cuneo, Amy Associate Professor, Math Math and Sciences Division Santiago Canyon College

Frye-Reed, Caroline Counselor Counseling Division Santa Ana College Effective: July 26, 2010 – June 5, 2011 Reason: Banked Leave (30 LHE)

Effective: April 12 – July 15, 2010 Reason: Maternity Leave

Effective: July 19 – September 3, 2010 Reason: Family Leave (Unpaid)

> Effective: June 30, 2010 Reason: Resignation

Effective: December 11, 2010 Reason: Resignation

> Effective: June 1, 2011 Reason: Retirement

# FACULTY (CONT'D)

# Ratifications of Resignation/Retirement (cont'd)

Norwood, Joyce Counselor, EOPS Student Services Division Santa Ana College

#### **Stipends**

Fraser, Rebecca Master Teacher SSC Child Development Center Child Development Services District

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

Isais, Enriqueta Master Teacher CEC Child Development Center Child Development Services District

Karter, Jacqueline Master Teacher SAC Child Development Center Child Development Services District

Kubicka-Miller, Jared Assistant Professor, Communication Arts, Humanities and Social Sciences Division Santiago Canyon College

Leeds, Kelvin Professor, Math Science and Math Division Santa Ana College Effective: June 30, 2011 Reason: Retirement

Effective: July 1, 2010 Amount: \$3,600.00 Reason: Assistant Director

Effective: June 2, 2010 Amount: \$1,000.00 Reason: Curriculum Development (Title III Grant)

> Effective: July 1, 2010 Amount: \$3,600.00 Reason: Assistant Director

Effective: July 1, 2010 Amount: \$3,600.00 Reason: Assistant Director

Effective: May 28, 2010 Amount: \$150.00 Reason: SLO Assessment Workshop (Grant)

Effective: July 1, 2009 – June 16, 2010 Amount: \$1,500.00 Reason: Staff Development/UCI Mentor Project (Grant)

### FACULTY (CONT'D)

# Stipends (cont'd)

Lopez, Jorge Assistant Professor, Biology Science and Math Division Santa Ana College

Oyenoki, Sharla Master Teacher SAC Child Development Center Child Development Services District

Oertel, Patricia Assistant Professor, Microbiology Science and Math Division Santa Ana College

Powell, Kay Coordinator, Academic Success Center Arts, Humanities and Social Sciences Division Santiago Canyon College

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

Racca, Lynn Master Teacher OEC Child Development Center Child Development Services District

Sill, Kenneth Professor, Math Science and Math Division Santa Ana College Effective: July 1, 2009 – June 16, 2010 Amount: \$1,000.00 Reason: Staff Development/UCI Mentor Project (Grant)

> Effective: July 1, 2010 Amount: \$3,600.00 Reason: Assistant Director

Effective: July 1, 2009 – June 16, 2010 Amount: \$1,000.00 Reason: Staff Development/UCI Mentor Project (Grant)

> Effective: June 2, 2010 Amount: \$300.00 Reason: Curriculum Development (Title III Grant)

> Effective: June 2, 2010 Amount: \$1,000.00 Reason: Curriculum Development (Title III Grant)

> > Effective: July 1, 2010 Amount: \$3,600.00 Reason: Assistant Director

Effective: July 1, 2009 – June 16, 2010 Amount: \$1,000.00 Reason: Staff Development/UCI Mentor Project (Grant)

### FACULTY (CONT'D)

# Part-time/Hourly Hires/Rehires

Allen, Richard Instructor, Management **Business Division** Santa Ana College

Brown, Stephen

Instructor, Nursing

Santa Ana College

Argersinger, Edgar Instructor, Criminal Justice Human Services and Technology Division Santa Ana College

Effective: August 16, 2010 Hourly Rate: II-3 \$54.32

Effective: July 27, 2010 Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

Effective: June 21, 2010 Hourly Lecture/Lab Rate: III-4 \$59.88/\$50.90 Science, Mathematics & Health Sciences Division

> Effective: August 16, 2010 Hourly Lecture/Lab Rate: II-3 \$54.32/\$46.17

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

> Effective: August 16, 2010 Hourly Lecture/Lab Rate: II-3 \$54.32/\$46.17

> > Effective: August 16, 2010 Hourly Rate: II-3 \$54.32

Effective: July 19, 2010 Hourly Non-Instructional Rate: II-3 \$27.16

Cavazzi, Deidre Instructor, Exercise Science Mathematics and Sciences Division Santiago Canyon College

Cobian, Berlyn Instructor, English Arts, Humanities and Social Sciences Division Santiago Canyon College

Efron, Alan Instructor, Chemistry Mathematics and Sciences Division Santiago Canyon College

Foster, Lara Instructor, Speech Fine and Performing Arts Division Santa Ana College

Janus, Louise Instructor, DSPS Disabled Student Programs and Services Santa Ana College

# FACULTY (CONT'D)

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

Kobane, Mary Instructor, DSPS Disabled Student Programs and Services Santa Ana College

Moreta, James Instructor, Fire Technology (equivalency) Human Services and Technology Division Santa Ana College

O'Lea, Jacqueline Coordinator, Distance Education Human Services and Technology Division Santa Ana College

Parker, Tracy Instructor, Tech Prep Career Education and Workforce Development Santa Ana College

Reyes, Alfred Instructor, Exercise Science/Water Polo Exercise Science Division Santa Ana College

# Non-paid Instructors of Record

Aguilar Jr., Henry Instructor, Fire Technology (equivalency) Montebello Headquarters Human Services and Technology Division Santa Ana College

Lynsky, Richard Instructor, Fire Technology (equivalency) Montebello Station 55 Human Services and Technology Division Santa Ana College Effective: July 1, 2010 – August 15, 2010 Hourly Non-Instructional Rate: VI-5 \$48.92

Effective: August 23, 2010 Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

Effective: June 7, 2010 – August 13. 2010 Hourly Non-Instructional Rate: VI-5 \$48.92

Effective: June 23, 2010 Hourly Non-Instructional Rate: III-3 \$28.52

> Effective: June 29, 2010 Hourly Lab Rate: I-3 \$43.97

> > Effective: July 27, 2010

Effective: July 27, 2010

# FACULTY (CONT'D)

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

Mowad, Gregory Instructor, Fire Technology (equivalency) Montebello Headquarters Human Services and Technology Division Santa Ana College

Munsey, Kenneth Instructor, Fire Technology (equivalency) San Bernardino County Fire Department Human Services and Technology Division Santa Ana College

Pasotrelle, Joseph Instructor, Fire Technology (equivalency) San Bernardino County Fire Department Human Services and Technology Division Santa Ana College

Schneider, Jeff Instructor, Fire Technology (equivalency) Upland Fire Department Human Services and Technology Division Santa Ana College

Smythe, Eric Instructor, Fire Technology (equivalency) Upland Fire Department Human Services and Technology Division Santa Ana College

Vargas, Secundino Instructor, Fire Technology (equivalency) San Bernardino County Fire Department Human Services and Technology Division Santa Ana College Effective: July 27, 2010

Effective: June 22, 2010

Effective: July 27, 2010

Effective: July 27, 2010

Effective: July 27, 2010

Effective: June 22, 2010

### HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET July 26, 2010

# FACULTY (CONT'D)

# Non-paid Intern Service

Melton, Nicole Teaching Intern, Child Development Human Development Business and Career Technical Education Division Santiago Canyon College

Moreno, Rosean Financial Aid Analyst Intern Financial Aid Santiago Canyon College Effective: August 23 – December 11, 2010 College Affiliation: CS, Dominguez Hills

> Effective: July 1 – October 31, 2010 College Affiliation: CSU, Fullerton

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# SANTA ANA COLLEGE Athletic Coaching Assignments - Certificated 2010/2011

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2010/2011 SPBING 11 Head Coach							
ASSIGNMENT	Sport	COACH	SUMMER 10	FALL 10	SPRING 11	STIPEND	
	Basketball (M)	Breig, David		7.5	7.5	\$1,750	
lead	Baseball	Bryant, John	\$500	2.5	\$4,660	101 750	
Co-Head	Soccer (W)	Coffman, Jodi		7.5	7.5	\$1,750	
Head	Basketball (W)	DeSimone, Kristin	\$500	\$2,250	\$500		
Chief Assistant 50%	Football	Fuentes, Simon	\$750	\$3,000	\$750		
Assistant	Wrestling	Gonzales, Frank	\$750	\$3,000	\$750		
Assistant	Football	Gorrie, Dick	\$750	\$3,000	\$750		
Assistant	Water Polo (M)	Joe Billish		7.5		\$1,750 (F)	
Head		Jones, Geoff		7.5	7.5	\$1,750	
Head	Football Basketball (W)	Luppani, Flo		7.5	7.5	\$1,750	
Head		Mitzel, Miriam		8.5		\$1,750 (F)	
Head	Cross Ctry	Mitzel, Miriam			8.5	\$1,750 (S)	
Head	Track (W)	Nutter, Kim		4.5	4.5		
Head	Softball	Ogas, David		7.5		\$1,250	
Assistant	Football		\$750	\$3,000	\$750		
Assistant	Football	Ogas, Mike		7.5	7.5	\$1,750 (F)	
Head	Golf (W)	Olsen, Kris	\$500	\$500	\$4,160		
Assistant	Baseball	Popovich, Don	\$1,000	\$4,500 (3)	\$2,750 (3)		
Chief Assistant	Softball	Rapoza, Jessica	\$750	\$3,000	\$750		
Assistant	Football	Rapp, Benny		40,000	8.5 (7.5)	\$1,750 (S)	
Head	Swimming (W)	Reyes, Alfred		8.5 (7.5)		\$1,750 (F)	
Head	Water Polo (W)	Reyes, Alfred	\$1,000	\$4,500	\$1,000		
Chief Assistant	Football	Shine, Casey	\$1,000	\$4,500	\$1,000		
Chief Assistant	Football	Shine, Tom	\$1,000	7.5	7.5	\$1,750 (F	
Head	Wrestling	Silva, Vince		5	7.5	\$1,750	
Co-Head	Baseball	Sneddon, Don		\$500	\$4,160		
Assistant	Baseball	TBA	\$500	\$4,000	\$2,500		
EVENT	Event	TBA		φ4,000	φ2,000		
SUPERVISION	Supervision			\$1,000	\$4,500		
Chief Assistant	Swimming (W)	TBA	\$1,000	\$500	\$1,250		
Assistant 50%	Track (W)	TBA	\$500	\$500	\$1,250		
	Track (W)	TBA	\$500		\$500		
Assistant 50% Chief Assistant 50%	Volleyball	TBA	\$500	\$2,250			
Chief Assistant	Volleybali	TBA	\$250	\$1,125	\$250		
25% Chief Assistant	Volleyball	ТВА	\$250	\$1,125	\$250		

ASSIGNMENT	Sport	COACH	SUMMER	EALL IN	Lennus	
25%		UUAUII	10	FALL 10	SPRING 11	Head Coach
Assistant	Mater Date Ann					STIPEND
Assistant	Water Polo (W)		\$1,000	\$4,500	¢1.000	+
	Water Polo (M)	TBA	\$1,000		\$1,000	
Head	Volleyball	Troy, Abbey	ψ1,000	\$4,500	\$1,000	
Head	Soccer (M)			7.5	7.5	\$1,750
Athletic Assignments 2010-11	-7/11/10	Vasquez, Jose		7.5	7.5	\$1.750 (F)

Prepared by Kaye Smith

# SCC Athletic Stipends 2010 - 11

Attachment #2

Assignment	Coach	Fall 10	Spring 11	Summer 10	LHE
Cross Cntry Men's Head Coach	Shawn Cummins	\$1750			8.5 LHE Fall
Men's Track Head Coach	Shawn Cummins		\$1750		8.5 LHE Spring
Women's Cross Cntry Chief Asst.		\$2250			
Women's Track/Field Chief			\$2250		
<u>Asst.</u> Softball Head Coach	Lisa Field		\$1750		7.5 LHE Fall/Spring
Men's Soccer Head	Wade Fraser	\$1750			7.5 LHE Fall/Spring
<u>Ooach</u> Men's Soccer Chief Asst. Ooach		\$4500	\$1000	\$750	
Women's Soccer Chief Asst. Coach	Lisa Hermen	\$3750	\$875	\$875	
Softball Chief Asst. Coach	Lindsay Klabacha	\$1000	\$4500	\$1000	
Men's Track Chief Asst. Coach	Gary Pickett		\$4500	41005	
Men's Cross Cntry Chief Asst, Coach	Gary Pickett	\$4500	-	\$1000	7.5 LHE Spring
Men's Golf Head Coach	Tom Shine		\$1750		7.5 LHE Fall
Women's Golf Head Coach		\$1750			
Women's Cross Cntry Chief Asst.		\$2250	60050		
Women's Track/Field Chief Asst.			\$2250		
Asst. Softball Asst. Coach		\$750	\$3000	\$750	
Men's Soccer Asst. Coach		\$3000	\$750	\$1000	
Women's Soccer Head Coach	Ian Woodhead	\$1750		-	7.5 LHE Fall/Spring
Women's Soccer Chief Asst. Coach	Chris Woolley	\$3750	\$875	\$875	

3.1 (12)

072610 Attachment 2.doc 7/20/2010 Prepared by Debra Coleman

CONTRACT EXTENSION DAYS FOR 2010/2011



Abbey, Troy	Head Coach, Volleyball	DIVISION	COLLEGE	EVT DAVO	
Breig, David	Head Coach, Men's Basketball	Exercise Science, Health & Athletics	SAC	EXT DAYS	RATE
Coffman, Jodi	Head Coach, Women's Soccer	Exercise Science, Health & Athletics	SAC	20	\$483.12
Cummins, Sean	Head Coach, Men's Cross Country/Track	Exercise Science, Health & Athletics	SAC	20	\$435.51
Dennis, Karen	Coordinator, Basic Skills	Business, Math & Science	SCC	20	\$460 67
aer, Susan	Professor, ESL	Continuing Education (CEC)		20	\$435.51
arnett, Susan *	Coordinator, ESL	Continuing Education (CEC)	SAC	20	\$518.82
offman, Elizabeth	Coordinator, ESL	Continuing Education (CEC)	SAC	20	\$495.01
anio, Jaroslaw *	Coordinator/Nurse, Health and Wellness Center	Student Services	SAC	20	\$397.36
enkins, Robert	Coordinator, CASAS/EL Civics	Continuing Education (CEC)	SCC	5	\$481.87
nes, Geoff	Coordinator, Staff Development	Continuing Education (CEC)	SAC	20	\$413.07
rdan, Ethel	Head Coach, Football	Exercise Science, Health & Athletics	SAC	20	\$433.06
ppani, Maria	Coordinator, Health & Safety/Disabled Adults/Older Adults/Parenting	Continuing Education (OEC)	SAC	20	\$360.86
adrigal, Romelia	inder Odacii, women's Basketball	Eversion Science II (UEC)	SCC	20	\$470.38
utter, Kim	Coordinator, Student Support Services	Exercise Science, Health & Athletics Special Services	SAC	20	\$384.66
amirez, Marco	Head Coach, Softball		SAC	40	\$420.35
	Coordinator, Talent Search	Exercise Science, Health & Athletics	SAC	20	\$495.01
oggin, Sally	Coordinator, ESL	Special Services	SAC	30	\$420.35
neddon, Don	Head Coach, Baseball	Continuing Education (CEC)		20	\$483.12
ı, John	Coordinator, GEAR UP	Exercise Science, Health & Athletics		20	\$518.82
alker, Mary	Coordinator, ABE/GED	Student Affairs		40	\$420.35
lson, Connie	Coordinator, Business Skills	Continuing Education (OEC)		20	\$458 50
oodhead, lan	Head Coach, Women's Soccer	Continuing Education (OEC)		20	\$495.01
		Business, Math & Science		20	\$495.01
emporary/Non-tenure	track				<b>φ430.5</b> U

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## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT 2010/2011 FACULTY COORDINATOR ASSIGNMENTS/STIPENDS FOR 192 AND 225 DAY FACULTY

en en la tra		DIVISION	COLLEGE	CONTRACT DAYS	STIPEND
NAME	ASSIGNMENT	Counseling	SAC	192	\$1,000 00
Bautista, Steven	Center for Teacher Education		SAC	192	\$900 00
Birnbaum, Beverly	Testing Center (90%)	Special Svcs	the second se	192	\$1,000 00
Difficación, Deveny	Health & Wellness Center	Student Svcs	SCC		\$1,000 00
Hoffman, Elizabeth	Fire Technology (Physical Fitness/Wellness)	Human Svcs & Tech	SAC	225	
Ross, Kristina	Fire recinology (Friysical Function	Special Svcs	SAC	192	\$1,000 0
Salgado, Susana	Psychological Disabilities	Counseling	SAC	192	\$1,000 0
Sanabria, Reina	Puente Program		SAC	192	\$1,000 0
Shaffer, Catherine	CARE Program (EOPS)	Student Svcs		192	\$1,000 0
	University Transfer Center	Counseling	SAC		\$1,000 0
Vargas, Martha	Fire Technology (Physical Fitness/Wellness)	Human Svcs & Tech	SAC	225	the second se
Wann, Teresa	Fire recimology (Friystear) integer (Comber)	Special Svcs	SAC	192	\$1,000 0
Warco, Arlene	Health & Wellness Center	Counseling	SAC	192	\$1,000.0
Zook, Rochelle	ULINK/Counseling	Coursening			

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### HUMAN RESOURCES DOCKET CLASSIFIED JULY 26, 2010

CLASSIFIED Miscellaneous Pay Schedule 2010 – 2011

Voluntary Furlough

Graham, Song Transfer Center Specialist/ Counseling/ SCC

Effective: 08/23/10 - 06/30/11 Grade 13, Step 2 + 2.5%L + 5PG @ 87.5% VF \$3828.21

Attachment #1

# Professional Growth Increments

Belmares, David Tech Specialist I/ ITS/ SAC

Kindelan, Herminia High School Comm. Outreach Spec./ School of Continuing Educ./ SAC

Sterenberg, Carolyn Applications Specialist/ Library/ SAC

Tran, Anh Phuong Intermediate Clerk/ EOPS/ SAC

### Out of Class Assignment

Adams, Jennie Admissions Records Tech Specialist/ Auxiliary Services/ SAC

Gil, Maria Resource Development Coord./ Resource Dev./ District

Villasenor, Francisco Accountant/ Resource Dev./ District Effective: August 1, 2010 Grade 13, Step 1 + 2PG \$3928.33

Effective: August 1, 2010 Grade 13, Step 5 + 2.5%Bil + 2.5%L + 2PG \$4992.33

Effective: August 1, 2010 Grade 13, Step 1 + 1PG \$3886.67

Effective: August 1, 2010 Grade 5, Step 5 + 4PG \$3476.67

Effective: 07/01/10 - 06/30/11 Grade 15, Step 4 + 5PG \$5161.33

Effective: 07/01/10 - 06/30/11 Grade 16, Step 3 + 2PG \$5088.33

Effective: 05/03/10 - 06/30/10 07/01/10 - 06/30/11 Grade 13, Step 1 + 1PG \$3886.67

### Change in Position

Chau, Howard From: Tech Specialist I To: Tech Specialist III/ ITS/ SAC Reinstate from 39 Month Rehire List Effective: July 1, 2010 Grade 17, Step 2 \$5051

# Change in Salary Placement

Ericson, Cherie Sr. Account Clerk/ Child Dev. Services/ District (RIF)

Villegas, Jose Roberto Custodian/ School of Continuing Educ./ SAC Effective: June 14, 2010 Grade 10, Step 6 + 4PG \$4408.67

*Correction* Effective: 06/21/10 - 07/01/10 Grade 4, Step 6 + 5PG + 5%L + 5%SW \$3909.33

Effective: 07/02/10 Grade 4, Step 6 + 5PG + 5%L + 7.5%GY \$3993.33

### Change in Location

Gouldsmith, Kenneth Sr. District Safety Officer From: SAC To: SCC

Ortega, Richard District Safety Officer From: Orange Education Center To: SAC

Shrum, Roger District Safety Officer From: Digital Media Ctr. To: OEC

Stowell, Ray Sr. District Safety Officer From: SCC To: SAC Effective: 07/01/10 Grade 11, Step 6 + 7.5%L \$4765

Effective: 07/04/10 Grade 9, Step 6 + 2.5%L + 6PG + 7.5%GY \$4721

Effective: 07/04/10 Grade 9, Step 6 + 1PG + 5% SW \$4308.67

Effective: 07/04/10 Grade 11, Step 4 \$4020

Ratification of Resignation/Retirement

Minor, Kolena Student Program Specialist/ School of Continuing Educ./ SAC

Svendsbo, Kelly District Safety Officer/ District

### CLASSIFIED HOURLY New Assignment

Maclean, Amanda General Office Clerk /Health Science/ SAC (Rehire from 39 Month List) Effective: July 16, 2010 Reason: Retirement

Effective: September 15, 2010 Reason: Resignation

Effective: June 30, 2010 19 Hours/Week 12 Month Grade 3, Step A \$14.67/Hour

### Change of Assignment

Nguyen, John District Safety Officer From: Full Time (Voluntary Transfer) To: Part Time/ SAC

Effective: 07/03/10 16 Hours/Week 12 Month Grade 9, Step A \$18.27/Hour

### Temporary to Hourly On Going

Hernandez, Jacqueline Career Technician/ DSPS/ SAC (Reorg #645) Reinstate from 39 Month List

Effective: July 1, 2010 19 Hours/Week 12 Month Grade 10, Step A \$19.10/Hour

# Professional Growth Increment

Pineda, Maribel Transfer Ctr. Specialist/ SAC

### Out of Class Assignment

Ruesga, Claudai Instructional Ctr. Specialist/ Humanities/ SAC Grade 11, Step A + 1PG \$19.95/Hour + \$20.83/Mo. PG

Effective: 08/02/10 - 08/10/10 Grade 12, Step A \$20.99/Hour

Effective: August 1, 2010

# Ratification of Resignation/Retirement

Vu, Anh Accompanist/ Fine & Performing Arts/ SAC

### TEMPORARY ASSIGNMENT

Avila, Edgar District Safety Officer/ District

Balderas, Armando District Safety Officer/ District

Black, Nerissa Instructional Assistant/ Science & Math/ SAC

Breault, Kenneth Instructional Assistant/ Science & Math/ SAC

Brubaker, Rebecca Instructional Assistant/ Science & Math/ SAC

Carreno, Jessett Learning Facilitator/ Health Science/ SAC

Chang, Pisith Learning Facilitator/ Health Science/ SAC

Clark, Marion Instructional Assistant/ Science & Math/ SAC

Cordova, Alexandra Instructional Assistant/ Science & Math/ SAC

Counts, Christopher District Safety Officer/ District Effective: June 5, 2010 Reason: Resignation

Effective: 7/27/10 - 6/30/11Not to exceed 39 weeks in the fiscal year.

Effective: 7/27/10 - 6/30/11Not to exceed 39 weeks in the fiscal year.

Effective: 08/23/10 - 05/22/11Not to exceed 39 week in the fiscal year.

Effective: 08/23/10 - 05/22/11Not to exceed 39 week in the fiscal year.

Effective: 08/23/10 - 05/22/11Not to exceed 39 week in the fiscal year.

Effective: 08/23/10 - 12/17/10

Effective: 08/23/10 - 12/17/10

Effective: 08/23/10-05/22/11 Not to exceed 39 week in the fiscal year.

Effective: 08/23/10 – 05/22/11 Not to exceed 39 week in the fiscal year.

Effective: 7/27/10 - 6/30/11Not to exceed 39 weeks in the fiscal year.

# **TEMPORARY ASSIGNMENT cont'd**

Eldridge, William District Safety Officer/ District

Espitia, Francisco Instructional Assistant/ Counseling/ SAC

Guzik, Scott Instructional Assistant/ Science & Math/ SAC

Harrison, Nathaniel District Safety Officer/ District

Herndon, Timothy District Safety Officer/ District

Le, Kim Accompanist/ Fine & Performing Arts/ SAC

Lee, Alfred Instructional Assistant/ Science & Math/ SAC

Magana Sandoval, Fabian Instructional Assistant/ Counseling/ SAC

Miller, Jeremy Instructional Assistant/ Science & Math/ SAC

Miller, John Instructional Assistant/ Science & Math/ SAC

Pov, Tina Data Entry Clerk/ Academic Affairs/ SAC

<u>Change in Temporary Assignment</u> Palomares, Eva Transfer Center Specialist/ Counseling/ SAC Effective: 7/27/10 - 6/30/11Not to exceed 39 weeks in the fiscal year.

Effective: 08/23/10 - 06/30/11Not to exceed 39 weeks in the fiscal year.

Effective: 08/23/10 - 12/08/10

Effective: 7/27/10 - 6/30/11Not to exceed 39 weeks in the fiscal year.

Effective: 7/27/10 - 6/30/11Not to exceed 39 weeks in the fiscal year.

Effective: 08/23/10-05/21/11 Not to exceed 39 week in the fiscal year.

Effective: 08/23/10 - 05/22/11Not to exceed 39 week in the fiscal year.

Effective: 08/23/10 - 06/30/11Not to exceed 39 weeks in the fiscal year.

Effective: 08/23/10 - 05/22/11Not to exceed 39 week in the fiscal year.

Effective: 08/23/10 - 05/22/11Not to exceed 39 week in the fiscal year.

Effective: 07/27/10-09/17/10

Effective: 07/05/10 - 05/20/11Not to exceed 39 week in the fiscal year.

# Additional Hours for On Going Assignment

Clayton, Joe District Safety Officer/ District

Delgado, Juan District Safety Officer/ District

Douglas, Robert District Safety Officer/ District

Gonzales, Freddie District Safety Officer/ District

Gonzalez, Jaime District Safety Officer/ District

Harris, Courtney District Safety Officer/ District

Harvey, Hermando District Safety Officer/ District

Hernandez, Oscar Instructional Assistant/ School of Continuing Educ./ SAC

Kay, Trevor Admissions Records Specialist I/ SAC

Martes, David District Safety Officer/ District

McMinimy, Zachary Bookstore Storekeeper/ SCC Effective: 07/01/10 – 06/30/11 Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 – 06/30/11 Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 – 06/30/11 Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 09/10/10Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 – 06/30/11 Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

# Additional Hours for On Going Assignment cont'd

Montanez, Jesse District Safety Officer/ District

Navarro, Lewis District Safety Officer/ District

Nguyen, John District Safety Officer/ District

Pineda, Maribel Transfer Center Specialist/ Counseling/ SAC

Quiroz, Leticia Instructional Assistant/ School of Continuing Educ./ SAC

Rice, Tera Sr. Cashier/ Bookstore/ SCC

Shirley, Jacqueline Intermediate Clerk

Velasquez, Patricia District Safety Officer/ District

Williams, Dawn Intermediate Clerk/ Auxiliary Services/ SAC

Williams, Dawn Intermediate Clerk/ Health Ctr. /SAC Effective: 07/01/10 – 06/30/11 Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 – 12/31/10 Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Avila, Edgar District Safety Officer/ District

Balderas, Armando District Safety Officer/ District

Bushey, Gordon Sr. Custodian Utility Worker/ District

Chhorn, Mary Instructional Assistant/ School of Continuing Educ./ SAC

Chung, Shao Instructional Assistant/ School of Continuing Educ./ SAC

Clayton, Joe District Safety Officer/ District

Counts, Christopher District Safety Officer/ District

Coury Hanna, Hanna Butros Admissions Records Spec. I/ SCC

Cruz, Julia Cashier/ Auxiliary Services/ SCC

Delgado, Juna District Safety Officer/ District

Douglas, Robert District Safety Officer/ District

Eaton, Michael District Safety Officer/ District Effective: 07/01/10 -06/30/11

Effective: 07/01/10 -06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 -09/30/10 Not to exceed 19 consecutive working days in any given period.

Effective: 06/14/10-06/24/10

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11

Substitute Assignments cont'd

Eldridge, William District Safety Officer/ District

Flores, Juan Instructional Assistant/ School of Continuing Educ./ SAC

Gonzales, Freddie District Safety Officer/ District

Gonzalez, Jaime District Safety Officer/ District

Guillen, Patricia Instructional Assistant/ School of Continuing Educ./ SAC

Harney, Hermando District Safety Officer/ District

Harris, Courtney District Safety Officer/ District

Harrison, Nathaniel District Safety Officer/ District

Hernandez, Oscar Instructional Assistant/ School of Continuing Educ./ SAC

Herndon, Timothy District Safety Officer/ District

Lopez, Sonia Intermediate Clerk/ Nursing/ SAC

Martes, David District Safety Officer/ District Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 12/17/10

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

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#### Substitute Assignments cont'd

Marthell, Monique Instructional Assistant/ School of Continuing Educ./ SAC

Montanez, Jesse District Safety Officer/ District

Navarro, Lewis District Safety Officer/ District

Nguyen, Jimmy Support Services Assistant/ Academic Affairs/ SCC

Nguyen, John District Safety Officer/ District

Nguyen, Johnny Instructional Assistant/ School of Continuing Educ./ SAC

Saldivar, Carolina Instructional Assistant/ School of Continuing Educ./ SAC

Tran, Kieu Loan Admissions Records Spec. II/ SCC

Velasquez, Patricia District Safety Officer/ District

Zamudio, Marielena Learning Center Specialist/ School of Continuing Educ./ SAC Effective: 07/01/10 – 06/30/11 Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 – 06/30/11 Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 – 06/30/11 Not to exceed 19 consecutive working days in any given period.

Effective: 07/06/10-09/10/10

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 09/30/10Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

Effective: 07/01/10 - 06/30/11Not to exceed 19 consecutive working days in any given period.

# **MISCELLANEOUS POSITIONS**

Abramovitz, Julieta Child Dev. Intern II/ Child Dev. Services/ SAC

Effective: 07/01/10 - 06/30/11

Arreguin, Marybel Child Dev. Intern III/ Child Dev. Services/ SAC

Biddle, Briana Sign Language Interpreter III/ Student Services/ SAC/CEC/SCC

Calderone, Tony Sign Language Interpreter II/ Student Services/ SAC/CEC/SCC

Childs, Wendy Sign Language Interpreter I/ Student Services/ SAC

Coute, Jennifer Sign Language Interpreter I/ Student Services/ SAC/CEC/SCC

Degrood, Aaron Sign Language Interpreter II/ Student Services/ SAC/CEC/SCC

DePetris, Gina Sign Language Interperter I/ Student Services/ SAC/CEC/SCC

Farris, Karlene Sign Language Interpreter I/ Student Services/ SAC/CEC/SCC

Frank, Daniel Sign Language Interpreter I/ Student Services/SAC/CEC/SCC

Gallagher, Gregg Business Expert Professional/ SBDC Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10-06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10-06/30/11

Effective: 07/20/10 - 09/30/10

# MISCELLANEOUS POSITIONS cont'd

Gipple, Bonnie Sign Language Interpreter I/ Student Services/ SAC/CEC/SCC

Gonzalez, Maria Child Dev. Intern II/ Child Dev. Services/ SAC

Hammelman, Suzanne Sign Language Interpreter I/ Student Services/ SAC/CEC/SCC

Harasin, Linda Business Expert Professional/ SBDC

Harper, Deborah Community Services Presenter/ SCC

Hernandez, Luz Maria Health Educator/ Student Services/ SAC

Hope, Cliff Community Service Presenter I/ International Student Prog./ SAC

Huerta Gonzalez, Mayra Child Dev. Intern I/ Child Dev. Services/ SAC

Inouye, Chris Sign Language Interpreter I/ Student Services/ SAC/CEC/SCC

Larson, Sandon Sign Language Interpreter IV/ Student Services/ SAC/CEC/SCC

Lemoi, Michelle Sign Language Interpreter II/ Student Services/ SAC/CEC/SCC Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

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

Effective: 07/27/10

Effective: 04/01/10 - 06/30/10 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 09/30/10

Effective: 07/01/10 -06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10-06/30/11

# **MISCELLANEOUS POSITIONS cont'd**

Lin, Donna Community Services Presenter I/ International Student Prog./ SAC

Effective: 07/01/10 - 06/30/11

Martinez, Magdalena Child Dev. Intern II/ Child Dev. Services/ SAC

Monteforte, Tricia Sign Language Interpreter I/ Student Services/ SAC/CEC/SCC

Nguyen, Katie Business Expert Professional/ SBDC

Ortiz, Consuelo Presenter III/ Talent Search/ SAC

Otterbach, Denise Sign Language Interpreter I/ Student Services/ SAC

Parker, Taylor Community Services Presenter/ SCC

Pastrana, Leo Presenter III/ Talent Search/ SAC

Phillip, Diana Sign Language Interpreter V/ Student Services/ SAC

Pritzker, Pamela Sign Language Interpreter III/ Student Services/ SAC/CEC/SCC

Salcedo de Lopez, Ana Maria Child Dev. Intern I/ Child Dev. Services/ SAC

Schmitz, Joan Sign Language Interpreter III/ Student Services/ SAC/CEC/SCC Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

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

Effective: 07/06/10 - 07/16/10

Effective: 07/01/10 - 06/30/11

Effective: 06/28/10

Effective: 07/06/10 - 07/16/10

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

3.2 (13)

# MISCELLANEOUS POSITIONS cont'd

Serrano Rivas, Etelfina Child Dev. Intern II/ Child Dev. Services/ SAC

Shiba, Lisa Sign Language Interpreter II/ Student Services/ SAC/CEC/SCC Silva, Carmen Child Dev. Intern II/ Child Dev. Services/ SAC

Taylor, Virginia Sign Language Interpreter II/ Student Services/ SAC/CEC/SCC

Temple, Laura Sign Language Interpreter II/ Student Services/ SAC/CEC/SCC

Thompson, Melinda Sign Language Interpreter I/ Student Services/ SAC/CEC/SCC

Viera Espinal, Sandra Child Dev. Intern II/ Child Dev. Services/ SAC

Viera, Claudia Child Dev. Intern II/ Child Dev. Services/ SAC

Instructional Associates/Associate Assistants

Criminal Justice Asuncion, Wesley

Effective: 07/27/10

Amount: \$ 245.00

COMMUNITY SERVICE PRESENTERS Stipends Effective May 11 – June 10, 2010

Crowley, Debra

Effective: 07/01/10 -06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10-06/30/11

Effective: 07/01/10-06/30/11

Effective: 07/01/10 - 06/30/11

Effective: 07/01/10-06/30/11

Effective: 07/01/10-06/30/11

3.2 (14)

# <u>Stipends Effective May 11 – June 10, 2010 cont'd</u>

Dumon, Dori	Amount: \$ 227.50
Eyre, John	Amount: \$ 22.97
Frelly, Robert	Amount: \$ 280.00
Garcia, Omelina	Amount: \$ 98.14
Hall Patterson, Kris	Amount: \$ 944.47
Harris, Karen	Amount: \$ 227.50
Hogue, Tom	Amount: \$3,685.10
Holley, Lauren	Amount: \$ 270.00
Katanjee, Sumati	Amount: \$ 36.54
Larsen, Jo Eleen	Amount: \$ 377.13
Mack, Karen	Amount: \$ 123.19
Manning, James	Amount: \$ 62.80
Nguyen, Phuong	Amount: \$ 137.03
Potter, John	Amount: \$ 360.00
Pratt, Allison	Amount: \$ 921.20
Rivera, Rodrigo	Amount: \$ 615.96
Sheldon, Joel	Amount: \$ 210.00
Watson, Katherine	Amount: \$ 246.38

# **COMMUNITY SERVICE PRESENTERS** Stipends Effective June 11 – June 30, 2010

Blackmore, Gary	Amount: \$ 220.00
Bradley, Sabrina	Amount: \$ 454.49

# Stipends Effective June 11 – June 30, 2010 cont'd

Buchanan, Carla	Amount: \$ 533.83
Dumon, Dori	Amount: \$ 210.00
Fedko, John	Amount: \$ 210.11
Glicksir, Barbara	Amount: \$1,136.66
Harriger, James	Amount: \$ 108.58
Harris, Karen	Amount: \$ 240.00
Levine, Renee	Amount: \$ 680.00
Moran, Elaine	Amount: \$ 217.15
Torres, Brenda	Amount: \$ 180.00

#### VOLUNTEERS

Blackburn, Karen Non Student/ EOPS/ SAC Effective: 07/27/10-06/30/11

#### SANTA ANA COLLEGE STUDENT ASSISTANT LIST

Arvizu, Bertha L Calderon Puentes, Lady Johanna Castelan, Maylin Chavez, Erika Davalos Flores, Yesenia Dhuy, Araceli Dimas, Joanna Escobar Cuaquira, Wilder N Figueroa, Genaro Giang, Hung Vinh Gomez, Maria Julia Hernandez Reyes, Leticia Huynh, Nina Chi Jimenez, Edward H Lopez de Miranda, Reina Marta de Ulloa, Felipa Imelda Martinez, Maribel Melesio, Elizabeth Navarrete, Luz Ocegueda, Jocabed

Effective: 07/01/10-06/30/11 Effective: 07/07/10-06/30/11 Effective: 07/06/10-06/30/11

#### SANTA ANA COLLEGE cont'd STUDENT ASSISTANT LIST

Padilla, Maria L Pardo Ramirez, Ericka E Peralta Velasquez, Lorena Phaire, John W Phaire II, John Wesley Quezada, Febe Reynoso Ramos, Dori Saldivar, Jazmelyn De Anda Steward, Jason M Tadeo de Ochoa, Yolanda Tran, CamQuynh Thi Trinh, Anh Thi Tu Tuladhar, Bipna Vazquez, Maria de Lourdes

Effective: 07/01/10-06/30/11 Effective: 07/01/10-06/30/11

#### Santiago Canyon College STUDENT ASSISTANT NEW HIRE LIST

Avila, Gregorio Avila, Javier Avila, Vanesa Baker, Brenda Chavez, Jessica Clarke, Kate Custodio, Eliseo Flores, Terese Hernandez, Maria Hughes, Jessica Jaime, Corey Kagan, Yekaterina Kepford, Kyle Konishi, Yuka Langston, Krista Nicole Lewis, Katrina Marie Lopez, Patricia Lugo, Maria Manzano, Katherine Marron, Adriana Masri, Farrouk McCoy, Christopher Ocegueda, Ayda Resendiz, Briahna Reves, Elisama Reyes, Gloria Reyes, Griselda Reyes, Sonia Rodas Rendon, Maria Patricia Rosales, Sara Sanchez, Sarah Santos, Donna P. Trujillo Zavala, Raul G

Effective: 07/01/10-06/30/11 Effective: 07/12/10-06/30/11 Effective: 07/01/10-06/30/11 Effective: 07/07/10-06/30/11 Effective: 07/01/10-06/30/11 Effective: 07/01/10-06/30/11 Effective: 07/01/10-06/30/11 Effective: 07/01/10-06/30/11 Effective: 07/01/10-06/30/11 Effective: 07/01/10-06/30/11 Effective: 07/13/10-06/30/11 Effective: 07/01/10-06/30/11 Effective: 07/01/10-06/30/11

3.2 (17)

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT MISCELLANEOUS PAY SCHEDULE 2010 - 2011

PROFESSIONAL EXPERTS:		
CHILD DEVELOPMENT	(Effect: 7/1/09)	\$10.00
Child Care Associate I	(Effect: 7/1/09)	\$12.00
Child Care Associate II	(Effect: 7/1/09)	\$15.00
Child Care Associate II	(Effect: 1/1/08)	\$9.00
Child Development Intern I	(Effect: 1/1/08)	\$10.00
Child Development Intern 11	(Effect: 1/1/08)	\$11.00
Child Development Intern III	(Effect: 1/1/08)	\$13.00
Child Development Center Associate SubstituteTeacher	(Effect: 1/1/08)	\$17.50
Child Development Center Substitute Teacher	(Effect: 7/1/09)	\$25.00
EdUPlay Coordinator		and a support of a
COMMUNITY SERVICES	(Effect: 1/24/00)	\$38.50
Community Services Presenter I	(Effect: 1/24/00)	\$42.00 \$100/stipend
Community Services Presenter II	(Effect: 8/27/96)	unit
Community Services Presenter III	· · · · · · · · · · · · · · · · · · ·	51
CONTRACT EDUCATION	(Effect: 1/1/07)	\$29.50
Presenter I	(Effect: 1/1/07)	\$39.00
Presenter II	(Effect: 1/1/07)	\$52.20
Presenter III	(Effect: 1/1/07)	\$63.00
Presenter IV	(Effect: 1/1/07)	\$68.25
Presenter V		
INSTRUCTIONAL SUPPORT		
Instructional Associate Assistant	(Effect: 1/1/07)	\$22.00
Exercise Science/ Fine & Perf. Arts/ Real Est.	(Effect: 1/1/07)	\$25.00
Criminal Justice/Fire Technology/Basic Skills		
Instructional Associate	(Effect: 1/1/07)	\$30.00
Exercise Science/ Fine & Perf. Arts/ Real Est.	(Effect: 1/1/07)	\$35.00
Criminal Justice/Fire Technology/Nursing	(Effect: 8/1/10)	\$27.0
Real Time Captionist I	(Effect: 8/1/10)	\$32.0
Real Time Captionist II	(Effect: 8/1/10)	\$40.0
Real Time Captionist III	(Effect: 8/1/10)	\$18.0
Sign Language Interpreter I	(Effect: 8/1/10)	\$20.0
Sign Language Interpreter II	(Effect: 8/1/10)	\$25.0
Sign Language Interpreter III	(Effect: 8/1/10)	\$30.0
Sign Language Interpreter IV	(Effect: 8/1/10)	\$36.0
Sign Language Interpreter V	(Effect: 8/1/10)	\$40.0
Sign Language Interpreter VI		\$45.
Sign Language Interpreter VII	(Effect: 8/1/10)	
SMALL BUSINESS DEVELOPMENT CENTER	(Effect: 7/1/04)	\$40.
Business Expert Professional	(Effect: 04/17/07)	\$45.
Business Expert Professional II	(Enect us (1107)	÷ 10.

# Miscellaneous Pay Schedule 2010 - 2011 con't

S	ISC		B(f)	20	-
	130		1.1		

Clencal Assistant		國際政治管理的
Clencal Assistant II	(Effect: 1/1/07)	\$8.50
Facility Planner I	(Effect: 1/1/07)	\$9.00
Facility Planner II	(Effect: 1/1/07)	\$75.00
Health Educator	(Effect: 7/1/08)	\$115.00
Model	(Effect: 1/1/07)	\$23.00
Physician/Psychiatnst	(Effect: 1/1/07)	\$22.00
Pre-Employment Articulation Testing	(Effect: 1/1/07)	\$70.00
Scorekeeper	(Effect: 7/1/96)	\$24.50
Site Director I	(Effect: 1/1/07)	\$15.00
Site Director II	(Effect: 1/1/07)	\$42.50
Sports Information Assistant	(Effect: 9/10/01)	\$47.65
Stage Assistant	(Effect: 1/1/07)	\$20.00
Translator	(Effect: 1/1/07)	\$18.00
STUDENT WORKERS	(Effect: 1/1/07)	\$35.00
Student Assistant I		
Student Assistant II	(Effect: 1/1/08)	\$8.00
Student Assistant III	(Effect: 1/1/08)	\$8.75
Student Assistant IV	(Effect: 1/1/08)	\$9.50
Student Assistant V	(Effect: 1/1/08)	\$10.75
Student Assistant VI	(Effect: 1/1/08)	\$12.00
Student Intern	(Effect: 1/1/08)	\$13.25
Board approved: 07/28/10	(Effect: 1/1/08)	\$12.50

### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES DOCKET CLASSIFIED JULY 26, 2010 ADDENDUM

VOLUNTEERS Elder, Katherine Non Student/ Exercise Science/ SAC

McCartney, Ronald Non Student/ Orange Education Center

TEMPORARY Batt, Graciela Cashier/ Bookstore/ SAC

Cruz, Emily Cashier/ Bookstore/ SAC

Dixon, Sheba Intermediate Clerk/ Financial Aid/ SAC

Garcia, Patricia Instructional Assistant/ English/ SCC

Hess, Jodi Cashier/ Bookstore/ SAC

Lohmann, Heather Cashier/ Bookstore/ SAC

Nabulsi, Nada Instructional Assistant/ Biology/ SAC

Olivares, Miguel Cashier/ Auxiliary Services/ SCC

Romero, Esther Cashier/ Auxiliary Services/ SCC

Romero, Janessa Cashier/ Auxiliary Services/ SAC

Soto Banda, Miguel Cashier/ Auxiliary Services/ SAC Effective: 07/27/10 - 06/30/11

Effective: 07/27/10-06/30/11

Effective: 07/27/10 - 06/30/11Not to exceed 39 weeks in the fiscal year.

Effective: 07/27/10 - 06/30/11Not to exceed 39 weeks in the fiscal year.

Effective: 08/02/10 - 04/30/11Not to exceed 39 weeks in the fiscal year.

Effective: 08/16/10 - 12/10/10Not to exceed 39 weeks in the fiscal year

Effective: 08/09/10 - 03/10/11Not to exceed 39 weeks in the fiscal year

Effective: 08/09/10 - 02/18/11 Not to exceed 39 weeks in the fiscal year

Effective: 08/23/10 - 12/12/10Not to exceed 39 weeks in the fiscal year

Effective: 08/09/10 - 03/18/11Not to exceed 39 weeks in the fiscal year

Effective: 08/09/10 – 03/18/11 Not to exceed 39 weeks in the fiscal year

Effective: 08/09/10 - 03/18/11 Not to exceed 39 weeks in the fiscal year

Effective: 08/09/10 - 03/18/11Not to exceed 39 weeks in the fiscal year

ADDENDUM PAGE 2

# HUMAN RESOURCES CLASSIFIED DOCKET JULY 26, 2010

# MISCELLANEOUS POSITIONS

Martinez, Ricardo Clerical Assistant I/ Auxiliary Services/ SAC

Moreno, Alejandra

Clerical Assistant I/ Auxiliary Serivces/ SAC

Effective: 08/09/10-03/18/11

Effective: 08/09/10-03/18/11

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (Human Resources)

То:	Board of Trustees
Re:	Date: July 26, 2010           Adoption of Resolution No. 10-16 regarding Reduction in Force of Classified Staff
Action:	Request for Approval

#### **BACKGROUND**

A federally-funded Title III grant at Santiago Canyon College will end on September 30, 2010 and no new funding will be received to continue the grant activities.

#### ANALYSIS

The district will no longer receive funds to support three part-time classified positions assigned to this grant program. Due to the continued fiscal crisis in California, general fund dollars are not available to support this position.

# RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 10-16.

Fiscal Impact: TBD

Board Date: July 26, 2010

Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services

Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services

Recommended by: John Didion, Interim Chancellor

### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

# **Resolution Regarding the Reduction in Force of Classified Staff**

### Resolution No. 10 - 16

Whereas, Santiago Canyon College has received federal Title III funding for its Academic Success Center since 2005; and

Whereas, the federal funding for this program will end on September 30, 2010; and

Whereas, other funding sources do no exist to support one classified position assigned to this grant program; and

Whereas, due to a lack of funds/lack of work, the Governing Board finds it in the best interest of the District, that as of September 30, 2010, certain services now being provided by the District be reduced or discontinued by the following extent.

NOW, THEREFORE, BE IT RESOLVED, that as of September 30, 2010, the classified workforce of the District will be reduced or discontinued to the extent set forth as follows:

Senior Clerk, 47.5% FTE, 12 months Instructional Assistant-Math, up to 19 hours per week (2 positions)

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

Dated this 26<sup>th</sup> day of July 2010

Ayes: Noes: Absent: Abstain:

John M. Didion Assistant Secretary to the Board of Trustees

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

# **Resolution Regarding the Reduction in Force of Classified Staff**

### Resolution No. 10 - 16

Whereas, Santiago Canyon College has received federal Title III funding for its Academic Success Center since 2005; and

Whereas, the federal funding for this program will end on September 30, 2010; and

Whereas, other funding sources do not exist to support three classified positions assigned to this grant program; and

Whereas, due to a lack of funds/lack of work, the Governing Board finds it in the best interest of the District, that as of September 30, 2010, certain services now being provided by the District be reduced or discontinued by the following extent.

NOW, THEREFORE, BE IT RESOLVED, that as of September 30, 2010, the classified workforce of the District will be reduced or discontinued to the extent set forth as follows:

Senior Clerk, 47.5% FTE, 12 months Instructional Assistant-Math, up to 19 hours per week (2 positions)

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

Dated this 26<sup>th</sup> day of July 2010

Ayes: Noes: Absent: Abstain:

John M. Didion Assistant Secretary to the Board of Trustees

### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (Human Resources)

Action:	Request for Approval		
Re:	Approval of Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services		
То:	Board of Trustees Date: July 26, 2010		

#### BACKGROUND

Since 1998 the District has been a member of the Southern California Community College Districts Employment Relations Consortium operated by the law firm of Liebert Cassidy Whitmore. The consortium provides our management employees with six full days of training per year as outlined in the attached agreement. In addition, the agreement enables the District to access general legal services from Liebert Cassidy Whitmore on an as needed basis.

### ANALYSIS

Many of our management employees have attended these workshops and have found them to be helpful, educational and informative. Through our participation in this consortium with more than 20 other community college districts, the training activities are provided for an annual fee of \$2,500.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Chancellor to renew the agreement with Liebert Cassidy Whitmore for the 2010/2011 fiscal year.

Fiscal Impact: \$2,500 plus legal additional legal fees	Board Date: July 26, 2010			
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services				
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services				
Recommended by: John Didion, Interim Chancellor				

# AGREEMENT FOR SPECIAL SERVICES

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

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

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

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

NOW, THEREFORE, District and Attorney agree as follows:

#### Attorney's Services:

During the year beginning July 1, 2010, Attorney will provide the following services to District (and the other aforesaid public agencies):

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

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

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

#### Fee:

Attorney will provide these special services to District for a fee of Two Thousand Five Hundred Dollars (\$2,500.00) payable in one payment prior to August 1, 2010. The fee, if paid after August 1, 2010 will be \$2,600.00.

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

#### Additional Services:

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

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00) per hour for attorney staff and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

### **Independent Contractor:**

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

#### Term:

The term of this Agreement is twelve (12) months commencing July 1, 2010. The term may be extended for additional periods of time by the written consent of the parties.

#### **Condition Precedent:**

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-three (23) local District employers entering into a substantially identical Agreement with Attorney on or about July 1, 2010.

Dated: (2 11

LIEBERT CASSIDY WHITMORE A Professional Corporation

By Millen Mil

Dated:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By\_

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Human Resources and Educational Services

To:	Board of Trustees Date: July 26, 2010		
Re:	Presentation of the Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to the Rancho Santiago Community College District.		
Action:	Receipt of Bargaining Proposal and Approval of Scheduling of Public Hearing		

#### BACKGROUND

Pursuant to Government Code Section 3547(a) the Continuing Education Faculty Association's initial bargaining proposal to the Rancho Santiago Community College District is presented for your information. The Government Code requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

### ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its August 23, 2010 meeting.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees receive this bargaining proposal and schedule a public hearing for August 23, 2010.

Fiscal Impact: TBD

Board Date: July 26, 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: John Didion, Interim Chancellor

Rancho Santiago CEFA's Initial Proposal for the 2010-2011 RSCCD-CEFA Contract includes opening Article 11 Wages and Hours and improvements to Article 7 Leaves and Article 12 Assignments.

We look forward to meeting with the District team.

Respectfully,

DAVE HALL

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

# Human Resources and Educational Services

То:	Board of Trustees	Data: July 26 ages
Re:	Approval of Public Disclosure of Collective Bargaining Agr Rancho Santiago Community College District and the Califor Employees Association, Chapter 579	Date: July 26, 2010 eement between the ornia School
Action:	Request for Approval	

#### BACKGROUND

The District and the California School Employees Association (CSEA) have reached tentative agreement on a new three-year contract. The tentative agreement was ratified by the CSEA membership on July 7, 2010. The proposed agreement is now presented to the Board of Trustees for approval.

### ANALYSIS

The fiscal implications of the proposed contract are presented on the attached disclosure.

# RECOMMENDATION

It is recommended that the Board of Trustees approve the successor three-year agreement with the California School Employees Association, Chapter 579 for the period of July 1, 2010 through June 30, 2013.

Fiscal Impact: As presented on attached disclosure

Board Date: July 26, 2010

Item Prepared by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services

Item Submitted by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services

Item Recommended by: John Didion, Interim Chancellor

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

# Rancho Santiago Community College District

# Name of Bargaining Unit: California School Employees Association, Chapter 579

The proposed agreement covers the period beginning and will be acted upon by the Governing Board at	ng	July 1, 2010	and ending	June 30, 2013
	its	meeting on	July	26, 2010
and will be acted upon by the Governing board at				

#### A Proposed Change in Compensation

A. Proposed Change in Compensation			Fiscal Impact of Proposed Agreement		
	Compensation		Current Year 2010-11	Year 2 2011-12	Year 3 2012-13
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$0	N/A	N/A
2.	Salary Schedule Increase	Cost (+/-)	\$0	N/A	N/A %
	(Decrease)	Percent	0.00%		70
3.	Other Compensation - Increase	Cost (+/-)	\$0	N/A	N/A
	(Decrease) (Stipends, Bonuses, etc.)	Percent	0.00%	%	%
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)	\$300,066	N/A	N/A
5.		Cost (+/-)	\$702,450	N/A	N/A
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-)	\$1,002,516	N/A	N/A
7.	Total Number of Represented Emplo	yees	717		
8	ii Orak fan	Cost (+/-)	\$1,398	N/A	N/A

Please include comments and explanations as necessary: <u>Employee contributions to health and welfare</u> benefits restored to 2008-09 levels. Salary step, longevity and professional growth suspended for 2010/11. B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Provide one-time additional paid holidays on December 27, 28, 29, 30, 2010 and March 23, 2011

Increase vacation accrual limit from 45 to 54 days.

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

None anticipated.

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

Reopeners for wages and fringe benefits plus two articles by each party in 2011/12 and 2012/13.

Parties agree to reconvene negotiations if final budget results in increases or decreases in

projected revenue.

# E. Source of Funding for Proposed Agreement

**Current Year** 1 Base revenue. 2. How will the ongoing cost of the proposed agreement be funded in future years? Base revenues plus unrestricted general fund income. \_\_\_\_\_ 3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations) Not applicable. Financial aspects of agreement will be reopened each year. 2.4 -

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

# 1. State Reserve Standard

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

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

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

- 3. Do unrestricted reserves meet the standard minimum reserve amount? Yes X No \_\_\_\_
- G. Certification

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

**District Chancellor** Date

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# CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 579

# Contract Ratification 2010-2013

### **11.1 Holiday Leave**

Unit employees shall be entitled to the following holidays with pay provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

	New Year's Day
Independence Day	Martin Luther King, Jr. Day
Labor Day	Lincoln's Birthday
Veteran's Day	President's Day
Thanksgiving Day after Thanksgiving Day	Cesar Chavez Day
	**Spring Break (2 days)
Christmas Week (5 days)***	Memorial Day

\*\*\*Unit employees shall also receive December 27, 28, 29, 30, 31, 2009 2010 as onetime additional holidays.

\*\*Unit employees shall also receive March 23<sup>rd</sup> as one-time only additional holiday. Remainder of the article is unchanged.

### **12.8 Vacation Leave**

Vacation leave may, with the approval of the District, be taken any time during the school year after it has been earned. If the unit employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. Each spring, employees who have projected vacation leave balances above the accrual limit will receive written notification from the District. It is the responsibility of the employee to schedule vacation days after receiving their notification in order to insure that his/her vacation balance does not exceed forty-eight (48) fifty-four (54) days at the end of the fiscal year. If an employee is prevented by District action from taking vacation accrued in excess of forty eight (48) fifty-four (54) day limit, such excess shall be paid by the District.

#### 14.1 Salary

The salary schedule for 2007/2008 shall be increased by 5.0% effective July 1, 2007. The part-time schedule shall be adjusted to parity with the first step of the full-time salary schedule effective July 1, 2007. The salary schedule for  $\frac{2008}{2009} \frac{2009}{10}$  remains unchanged for  $\frac{2009}{10} \frac{2010}{11}$ .

1

In subsequent years, should any other bargaining unit receive an increase in salary or any other form of compensation based on the faculty ranking system currently utilized by the District, the District agrees to reopen salary negotiations with CSEA.

# 14.15 Appointment and Step Advancement

#### Add fourth paragraph

Effective July 1, 2010 CSEA and the District agree to suspend step advancements for 2010/2011 providing the following:

- a. <u>The District will take into consideration all previously suspended benefits that</u> are in effect on June 30, 2011 beginning on July 1, 2011 during the 2011/2012 reopener negotiations.
- b. In the event that the final budget results in changes, either as an increase or decrease, to the revenues projected in the 2009/2010 Second Interim Report to the District, for either 2010/2011 or 2011/2012, both parties agree to reconvene negotiations in order to address the change in revenues including reduction in staffing or restoration discussions on any previous concessions by CSEA.

### 14.16 Longevity Pay

Add second paragraph.

Effective July 1, 2010 CSEA and the District agree to suspend longevity pay for 2010/2011 providing the following:

- a. <u>The District will take into consideration all previously suspended benefits that are</u> in effect on June 30, 2011 beginning on July 1, 2011 during the 2011/2012 reopener negotiations.
- b. In the event that the final budget results in changes, either as an increase or decrease, to the revenues projected in the 2009/2010 Second Interim Report to the District, for either 2010/2011 or 2011/2012, both parties agree to reconvene negotiations in order to address the change in revenues including reduction in staffing or restoration discussions on any previous concessions by CSEA.

### **19.5 Insurance Premiums**

a. Effective July 1, 2009 2010, the portion of the premium paid by the District shall be limited to a maximum contribution of \$17,175.00 \$18,893.00. CSEA agrees to maintain the 2008 base amount of \$15,854.00 through the 2009/2010 fiscal year. At the conclusion of the 2009 10 fiscal year, both parties agree to reestablish the 2009 base amount of \$17,175.00. The maximum contribution shall be automatically increased by an amount not to exceed 10% in each succeeding year. If the annual premium renewal rates represent an increase of more than 10%, the District and CSEA agree to immediately open negotiations on this article.

b. No change.

### 22.2.4 Course Work

A cumulative log of completed units shall be maintained in the official personnel file. Upon completion of the course work, the employee may submit their certificate, grade report or transcript to Human Resources for logging in the file. Upon completion of each increment of twelve (12) units as submitted and Human Resources determines proper criteria has been met, the employee shall be placed on the Board docket for the next scheduled Board meeting. <u>All units submitted after July 1, 2010 shall not be submitted to</u> the Board for approval during the 2010/2011 fiscal year. This one year suspension will be a part of the negotiations reopeners for 2011/2012. Should Human Resources have questions regarding criteria, it shall be reviewed by a minimum of two (2) CSEA appointees and a non-voting representative from Human Resources. The decision shall be final.

a. In the event that the final budget results in changes, either as an increase or decrease, to the revenues projected in the 2009/2010 Second Interim Report to the District, for either 2010/2011 or 2011/2012, both parties agree to reconvene negotiations in order to address the change in revenues including reduction in staffing or restoration discussions on any previous concessions by CSEA.

#### 23.6 Comprehensive Effects of Layoffs

Article 23 constitutes a comprehensive layoff article. The District will meet with CSEA thirty (30) days prior to the layoff taking effect to discuss the order of layoff and transfer or reassignment of employees in the affected classification. Refer to Article 14.15.b.

#### **28.1 Duration of Agreement**

This Agreement between the District and CSEA is effective on July 1, 2010 and shall remain in full force and effect through the close of the workday on June 30, 2013, unless earlier superseded or amended by agreement of the parties.

The parties hereby agree that there will be reopeners for health and welfare, wages, step advancements, longevity, professional growth, and two (2) other articles for each side in 2011/12 and 2012/2013.

Marthe L. Latu 6/28/10

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Board of Trustees July 26, 2010

Conference Docket <u>No. 3.7</u>

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

**BOARD MEMBERS** (to be approved)

ACCT 41<sup>st</sup> ANNUAL LEADERSHIP CONGRESS Toronto, Canada – Oct. 18-24, 2010

CCLC STUDENT TRUSTEE WORKSHOP Newport Beach, CA - August 13-14, 2010 2 Board Members (Brian Conley) (Nathan Selvidge)

1 Board Member (Nathan Selvidge)

NO. \_4.1

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Renewal of Nursing Agreement – Children's Hospital of Orange County – With Instructor	
Action: Request for Approval		

## BACKGROUND

Students in the nursing program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with Children's Hospital of Orange County, located in Orange, will yield appropriate clinical rotation activities for the program.

## ANALYSIS

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

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement renewal with Children's Hospital of Orange County.

Fiscal Impact:	None Board Date: July 26, 201	10
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:	John Didion, Interim Chancellor, RSCCD	

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

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on August 1, 2010 ("Effective Date") by and between Children's Hospital of Orange County, a California non-profit public benefit corporation ("Hospital") and Rancho Santiago Community College District on behalf of Santa Ana College ("School"). This Agreement will remain effective for the term as set forth in Section 4.1.

#### **ARTICLE I**

#### RECITALS

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

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

1.3 <u>Instructor</u>. Instructor shall be an employee of School and qualified to teach School's clinical training programs (the "Program(s)"), as referenced in Exhibit A, attached hereto and incorporated herein by reference. School shall ensure that Instructors maintain all required professional credentials and licensure necessary to provide instruction to students of Program(s). Hospital desires to provide instructor access to Hospital's clinical facilities for purposes of training and supervising students of School enrolled in the Program(s).

1.4. <u>Intent</u>. Hospital operates clinical facilities within Hospital which are suitable for the Program. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

1.5 <u>Purpose of This Agreement.</u> The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

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

#### **ARTICLE II**

#### **RESPONSIBILITIES OF SCHOOL**

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

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Clinical Affiliation Agreement with Instructor Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009 4.1 (2) 1 2.2 <u>Number of Students</u>. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

Orientation. School shall provide orientation to all students and instructors and 2.3 ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital. School shall ensure orientation is provided to students and instructors in the following areas: (i) injury and illness prevention; (ii) patient confidentiality and HIPAA privacy and security; (iii) dress code; (iv) standard precautions for infection control; and (v) needle safety. School is responsible for verifying that students and instructors have successfully completed an American Heart Association BLS for Healthcare Providers (CPR training) course. School shall certify to Hospital that each student and instructor assigned to Hospital has either (i) satisfied the requirements set forth on the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached hereto on as Exhibit B for clinical training or (ii) has completed such orientation and CPR training using the Clinical Student Profile form and/or the Instructor Profile form, attached hereto and incorporated by reference as Exhibit C and Exhibit D, respectively. School shall maintain documentation in each student's and instructor's file that each student and instructor has completed such orientation and CPR training and agrees to provide such documentation to Hospital upon request.

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

2.5 <u>Attendance and Academic Documentation</u>. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

2.6 Health Clearance and Background Check.

2.6.1 <u>Health Clearance</u>. School shall ensure that each student and instructor complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, Hepatitis B series or titer, measles, mumps, and rubella titers, Tdap, annual TB screening (includes skin testing or symptom screening and chest x-ray, if determined appropriate by Hospital), influenza immunization (required annually) or declination statement. School shall also ensure that students and instructors follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, standard precautions. Also, School shall ensure to the best of its ability that all students and instructors are free from any mental or physical impairment that would prevent the student and/or instructor from meeting his/her training obligations at Hospital.

2.6.2 <u>Background Check</u>. School, at School's expense or Student's expense, shall conduct a background check on each student and instructor. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; sex offender registry check; and Office of Inspector General ("OIG") sanction trace.

SAC-10-031 Clinical Affiliation Agreement with Instructor Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009 2.6.3 Health and Background <u>Documentation</u>. School shall certify to Hospital that each student and instructor assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using (i) the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached as Exhibit B or (ii) the Clinical Student Profile form and/or Instructor Profile form, attached hereto and incorporated by reference as **Exhibit C** and **Exhibit D**, respectively. School shall maintain documentation in each student's and instructor's file that each student and instructor have satisfied Hospital's health clearance and background check requirements and agrees to provide such documentation to Hospital upon request.

2.6.4 <u>Authorization</u>. School shall maintain a written valid authorization from each student assigned to Hospital under this Agreement to permit Hospital to access student's and/or instructor's files and records, including health information and background check information.

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

2.8 <u>Supplies and Equipment</u>. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). Faculty and students are responsible for their own transportation costs, not the School.

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

#### 2.10 Insurance

2.10.1 Professional Liability/Worker's Compensation. School shall ensure that all Students and Instructors maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School and/or students and instructors working at Hospital pursuant to this Agreement at all SAC-10-031

## Clinical Affiliation Agreement with Instructor

Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009

4.1 (4)

times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to Students and Instructors, such evidence will be provided prior to the date when any new Student or Instructor commences participation in the Program(s). School may elect to self-insure its insurance obligations in this Section 2.10.1.

2.10.2 <u>Health Insurance</u>. School shall ensure and provide proof that students and instructors are covered by a health insurance policy, either through School or an individual policy. Student and instructor are responsible for his or her own health insurance coverage, if not provided by School.

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

2.12 <u>Student ID Badges</u>. For Hospital security purposes, the School will be billed/invoiced and required to pay to Hospital, the amount of Fifty Dollars (\$50.00) for each and every Student ID Badge (including ID badges issued to instructors) that is lost, stolen or not returned to the Security Office upon completion of the students/instructors designated learning period. School acknowledges the importance of the return of badges in a children's hospital and will use good faith efforts to require students to return all badges. The School will inform the students and faculty of this requirement before placement.

### ARTICLE III

#### **RESPONSIBILITIES OF HOSPITAL**

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

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

3.3 <u>Accreditation</u>. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and The Joint Commission.

3.4 <u>Patient Care</u>. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act

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Clinical Affiliation Agreement with Instructor Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009 ("EMTALA"), Title 22, the standards and requirements under The Joint Commission, professional standards, Hospital philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of The Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

Space and Storage. Hospital agrees to provide students and instructors with 3.5 classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

Removal of Students and Instructors. Hospital shall have the absolute right to 3.6 determine who will administer care to its patients. In the event that any student or instructor, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student or instructor from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital and with respect to instructors, School shall provide a replacement instructor acceptable to Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student or instructor represents a threat to patient safety or personnel, Hospital may immediately exclude any student or instructor from Hospital until final resolution of the matter with School.

Documentation. Hospital agrees to make available to instructors and qualified 3.7 students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students and instructors obtain the benefit of such documentation and in order that students and instructors comply with such policies and rules. Such copy is available at Hospital's facility for review.

Authority. Hospital shall maintain at all times full authority over and responsibility 3.8 for care of its patients and may intervene and/or redirect students and instructors when appropriate or necessary.

Statement of Adequate Staffing. Hospital acknowledges that it has adequate 3.9 staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

#### **ARTICLE IV**

# **RELATIONSHIP OF THE PARTIES**

Term. The term of this Agreement shall commence as of the Effective Date of 4.1 this Agreement and shall continue for two (2) years unless otherwise terminated as provided herein.

Termination. Either party may terminate this Agreement with or without cause or 4.2 penalty upon thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

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Clinical Affiliation Agreement with Instructor Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009 5

4.1 (6)

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

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

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

4.6 <u>Records</u>. It is understood and agreed that any and all medical records, charts, and business records, other than student evaluation records and information (collectively "Records"), shall be and remain the property of Hospital.

### **ARTICLE V**

#### CONFIDENTIALITY

5.1 <u>Records</u>. All Records shall be treated as confidential.

5.2 <u>HIPAA and CMIA</u>. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students and instructors shall be considered to members of Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103. School shall provide instructors and students with information regarding confidentiality of patient information and all applicable regulations relating to HIPAA and the California Medical Information Act ("CMIA"). In the course of clinical training at Hospital, students and instructors

#### SAC-10-031

Clinical Affiliation Agreement with Instructor Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009

4.1 (7)

will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA and CMIA Privacy and Security policies and procedures. Students and instructors will be required to participate in training related to the HIPAA and CMIA Privacy and Security Rules and Hospital's HIPAA and CMIA Privacy and Security policies and procedures.

5.3 <u>Confidentiality Statement</u>. Students and instructors shall be required to sign Hospital's confidentiality agreement (copy of model agreement attached as **Exhibit E**). Subject to Students' and instructors' completion of Hospital's confidentiality agreement, Hospital shall provide Students and instructors with the necessary access to its confidential patient medical records solely for purposes of obtaining the training contemplated by this Agreement.

#### ARTICLE VI

### INDEMNIFICATION

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

#### **ARTICLE VII**

#### **GENERAL PROVISIONS**

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

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

7.3 <u>Compliance</u>. School acknowledges that Hospital's Corporate Responsibility Program ("CRP") applies to the Program and obligations described herein and that all policies and procedures relating to this CRP are available and should be reviewed by School and students of School who are training at Hospital. Hospital acknowledges that policies, procedures and handbooks are available for review by School and School's students by contacting the Compliance Officer at the Hospital. This CRP is intended to prevent compliance violations and to

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Clinical Affiliation Agreement with Instructor Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009 4.1 (8) 7 promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This CRP requires, and School hereby agrees, that any regulatory compliance concerns be promptly reported either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (714-289-4700). Further, School represents and warrants that students receiving training hereunder shall not at any time have been sanctioned by a health care regulatory agency and that any investigations of School shall be promptly reported to a Hospital manager or via the hotline (as above). Failure to abide by these compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

7.4 <u>Access To Books And Records</u>. During the term of this Agreement and for a period of four years after the termination hereof, School shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If School carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized regresentation's books, documents and records.

7.5 Medicare/Medi-Cal Participation. School hereby represents and warrants that neither School, students, instructors nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. School hereby agrees to immediately notify Hospital of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that School or any student and/or instructor is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that School, any student and/or instructor is in breach of this Section. this Agreement shall, as of the Effective Date of such action or breach, automatically terminate. School further understands that Hospital periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify School if it discovers a match. Hospital will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

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

- 7.7 <u>Non-Discrimination</u>. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent permitted by law. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions that apply to the parties.
  - 7.7.1 The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the

SAC-10-031 Clinical Affiliation Agreement with Instructor Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009 basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

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

If to Hospital:

Children's Hospital of Orange County 455 South Main Street Orange, CA 92868 Attn: Executive Vice President & Chief Operating Officer

If to School:

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

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

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

7.11 <u>Bond Covenants</u>. In the event legal counsel for Hospital advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement poses a material risk of violating any legal requirement related to Hospital's tax exempt status or tax exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within 30 days thereafter, Hospital may terminate this Agreement immediately upon written notice to all parties hereto.

4.1 (10)

SAC-10-031 Clinical Affiliation Agreement with Instructor Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009 7.12 Interruption of Training. Each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

7.13 <u>Ambiguities</u>. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.

7.14 <u>Survival</u>. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 (Indemnification), Section 7.6 (Governing Law), Section 7.8 (Notices), and 7.13 (Ambiguities) and this Section 7.14 shall survive the termination of this Agreement.

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

# HOSPITAL: Children's Hospital of Orange County

By: \_\_\_\_\_\_ Name: Debra Mathias Title: Executive Vice President and Chief Operating Officer

# SCHOOL: Rancho Santiago Community College District

By:

Name: Peter J. Hardash AM Title: Vice Chancellor, Busihess Operations/Fiscal Services

4.1 (11)

# EXHIBIT A

# PROGRAM(S)

# (With On-Site School Instructor)

Name of department at School:

Nursing

# EXHIBIT B

# CLINICAL PROFILE ORANGE COUNTY/LONG BEACH CONSORTIUM FOR NURSING

Attached hereto



4.1 (13)

SAC-10-031 Clinical Affiliation Agreement with Instructor Between Children's Hospital of Orange County and "School" Revised 09/2009 B-1

#### EXHIBIT C

#### **CLINICAL STUDENT PROFILE**

- 1. Complete the information below for each clinical group/student scheduled at CHOC and submit to CHOC's Clinical Education Department, Fax form to (714) 532-8831.
- 2. Attach a student roster for clinical groups.
- School is responsible for ensuring that each clinical group/student is trained and competent on:
   Dress Code\*
  - HIPAA Privacy and Security\*
  - \* Injury and Illness Prevention\*

**General Orientation Information** 

- Needle Safety\*
- Patient Confidentiality\*
- Standard Precautions\*
- 4. School is responsible for verifying that each clinical group/student has completed the following:
  - Hepatitis-B (proof of vaccinations or titer documenting immunity)
  - Influenza (immunization yearly or declination statement)
  - MMR (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
  - Tdap
  - Physical Exam (documented by a physician)
  - Tuberculosis (2 TB skin tests within the last 12 months; example, 12/29/07 and 12/27/08)
     Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test
  - Varicella Titer (proof of vaccinations or titer documenting immunity)
  - Background Check Clearance including Sex Offender Registry Check
  - CPR (American Heart Association: Basic Life Support for Healthcare Providers to be renewed every 2 years)
  - General and Professional Liability Insurance (\$1,000,000/\$3,000,000 each)
  - License Current (RN, etc. if applicable)

School:	Student Name:
Course Title:	
	То
Clinical Days:	Clinical Hours:
Instructor:	
Instructor Email:	

I certify that the student(s) listed on the attached Clinical Roster of Students have completed the following requirements, and that supporting documentation for verification purposes is maintained at School. Please check ( $\sqrt{}$ ) all boxes that the instructor has completed.

Hepatitis B	Varicella Titer	General Orientation Information*
□ Influenza □ CPR	Background Check License	□ Health Insurance □ MMR e Current (RN, etc.)
Physical Exam	General Liability Insurance	Professional Liability Insurance
o TB	🗆 Tdap	Worker's Compensation (if applicable)
	presentative (print): presentative (signature):	
Date:		
SAC-10-031	roomont with Instructor	

# **CLINICAL ROSTER OF STUDENTS**



4.1 (15)

SAC-10-031 Clinical Affiliation Agreement with Instructor Between Children's Hospital of Orange County and "School" Revised 09/2009 C-2

#### EXHIBIT D

#### INSTRUCTOR PROFILE

1.	Complete the information below for each instructor scheduled at CHOC and submit to CHOC's
	Clinical Education Department. Fax form to (714) 532-8831.

- 2. School is responsible for ensuring that the instructor is trained and competent on:
  - Dress Code\*
  - HIPAA Privacy and Security\*
  - \* Injury and Illness Prevention\*

**General Orientation Information** 

- Needle Safety\*
- Patient Confidentiality\*
- Standard Precautions\*

3. School is responsible for verifying that the instructor has completed the following:

- Hepatitis-B (proof of vaccinations or titer documenting immunity)
- Influenza (immunization yearly or declination statement)
- MMR (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
- Tdap
- Physical Exam (documented by a physician)
- Tuberculosis (2 TB skin tests within the last 12 months; example, 12/29/07 and 12/27/08)
   Chest X-Ray within the last 4 years, if instructor has a history of a positive TB skin test
- Varicella Titer (proof of vaccinations or titer documenting immunity)
- Background Check Clearance including Sex Offender Registry Check
- CPR (American Heart Association: Basic Life Support for Healthcare Providers to be renewed every 2 years)
- General and Professional Liability Insurance (\$1,000,000/\$3,000,000 each)
- License Current (RN, etc. as required)

Student Group (RN, CA, PT, etc.):
To
Clinical Hours:
Phone:
Ceil/Pager:
Phone:

I certify that the instructor has completed the following requirements, and that supporting documentation for verification purposes is maintained at School. Please check ( $\sqrt{2}$ ) all boxes that the instructor has completed.

Hepatitis B	Varicella Titer	General Orientation Information*
□ influenza □ CPR	Background Check License	Health Insurance     MMR     Current (RN, etc.)
D Physical Exam	General Liability Insurance	Professional Liability Insurance
о ТВ	🗆 Tdap	Worker's Compensation (if applicable)

Dean or Immediate Supervisor of Instructor (print): \_

Dean or Immediate Supervisor of Instructor (signature):

Date:

# **EXHIBIT E**

# CONFIDENTIALITY STATEMENT

# (For Students/Instructors)

As a Student or Instructor performing duties at Children's Hospital of Orange County ("CHOC"), you will have access to protected health information ("PHI") of patients. Federal and State laws, including HIPAA and other policies and procedures created internally, protect the privacy and security of this PHI, including the fact that an individual was a patient at CHOC. It is illegal for you to use or disclose PHI outside the scope of your duties at CHOC. This includes oral, written, or electronic uses and disclosures. Below are some guidelines that you must be familiar with regarding the use of a patient's PHI.

- 1. You may use PHI as necessary to carry out your duties as a student/instructor/volunteer; 2.
- You may share PHI with other health care providers within CHOC for the direct treatment of the patient; 3.
- You may NOT photocopy or otherwise permit PHI to be duplicated in any way;
- You may NOT photograph patients; 4. 5.
- You must access only the minimum amount of PHI necessary to care for a patient or to carry out an assignment; 6.
- You may NOT record PHI (such as patient names, diagnoses, dates of birth, addresses, phone numbers, Social Security numbers, etc.) on any assignments you may need to turn in to your instructor, reports you may need to turn in to your program, or forms you may need to take with you:
- You may only access the PHI of patients for whom you are caring/volunteering when there is a 7. need for the PHI:
- You must be aware of your surroundings when discussing PHI. As an example, it is inappropriate 8. to discuss PHi in elevators, bathrooms, the cafeteria, and any other place for which your discussion may be overheard:
- When disposing of any documents with PHI, do NOT place them in the trash can. Instead, the 9. documents should be placed in the proper containers marked for shredding or another disposal container as set forth by policy and procedures for your specific department;
- If you have questions about the use or disclosure of PHI, contact the Student Relations Coordinator 10. in the Clinical Education Department.

Please read, sign, and date this acknowledgement. Return it to the Student Relations Coordinator in the Clinical Education Department where it will be filed and you will receive a copy.

#### Acknowledgment

I have read and I understand the information in this document. I realize that there are penalties for which I may be subject, including criminal, for the unauthorized use and disclosure of PHI. I agree to abide by the guidelines described above when performing my duties at CHOC.

Name (Print): \_\_\_\_\_

Date:

Signature:

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

То:	Board of Trustees Date: July 26, 2010	
Re:	Approval of Renewal of Nursing, Pharmacy Technician, Occupational Therapy Assistant, and Speech Agreement – Children's Hospital of Orange County - Without Instructor	
Action:	Request for Approval	

## BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with Children's Hospital of Orange County, located in Orange, will yield appropriate clinical rotation activities for the programs.

## ANALYSIS

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

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement renewal with Children's Hospital of Orange County.

Fiscal Impact:	None	Board Date: July 26, 2010
Prepared by:	Norman Fujimoto, Vice President of Acader Carol Comeau, Dean of Science, Mathemati	mic Affairs
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa	
Recommended by:	John Didion, Interim Chancellor, RSCCD	and the second second

# CLINICAL TRAINING AFFILIATION AGREEMENT

# (Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on August 1, 2010 (the "Effective Date") by and between Children's Hospital of Orange County, a California non-profit public benefit corporation ("Hospital"), and Rancho Santiago Community College District, Santa Ana College ("School"). This Agreement will remain effective for the term as set forth in Section 4.1.

#### **ARTICLE 1**

#### RECITALS

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

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

3. <u>Intent</u>. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs (the "Program(s)") as referenced in **Exhibit A**, attached hereto and incorporated herein by reference. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

4. <u>Purpose of this Agreement</u>. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

#### AGREEMENT

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

#### **ARTICLE II**

#### **RESPONSIBILITIES OF SCHOOL**

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

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

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2.3 <u>Orientation</u>. School shall provide orientation to all students and ensure that all Hospital. School shall provide orientation to students in the following areas: (i) injury and illness prevention; (ii) patient confidentiality and HIPAA privacy and security; (iii) dress code; (iv) standard students have successfully completed an American Heart Association Basic Life Support ("BLS") for assigned to Hospital has either (i) satisfied the requirements set forth on the Clinical Profile Orange training or (ii) has completed such orientation and CPR training using the Clinical Student Profile form, attached hereto and incorporated herein by reference as Exhibit C. School shall maintain documentation in each student's file and/or database that each student has completed such orientation and CPR training to Hospital upon request.

2.4 <u>Discipline</u>. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

2.5 <u>Attendance and Academic Documentation</u>. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

2.6 Health Clearance and Background Check.

2.6.1 <u>Health Clearance</u>. School shall ensure that each student complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, Hepatitis B series or titer, measles, mumps, rubella titers, Tdap, annual TB screening (includes skin testing and symptom screening and chest x-ray, if determined appropriate by Hospital, influenza immunization (required annually) or declination statement. School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions. Also, School shall ensure to the best of its ability that all students and instructors are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital.

2.6.2 <u>Background Check.</u> School, at School's expense or Student's expense, shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; sex offender registry check, and Office of Inspector General ("OIG") sanction trace.

2.6.3 Health and Background <u>Documentation</u>. School shall ensure to Hospital that each student assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using (i) the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached as Exhibit B or (ii) the Clinical Student Profile form, attached hereto and incorporated by reference as Exhibit C. School shall maintain documentation in each student's and instructor's file that each student and instructor have satisfied Hospital's health clearance and background check requirements and agrees to provide such information to Hospital upon request.

2.6.4 <u>Authorization</u>. School shall maintain a written valid authorization from each student assigned to Hospital under this Agreement to permit Hospital to access student's files and records, including health information and background check information.

2.7 <u>Hospital Policies and Procedures</u>. School shall ensure that each student is aware of

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

2.8 <u>Supplies and Equipment</u>. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s). Students are responsible for their own transportation costs, not the School.

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

#### 2.10 Insurance.

2.10.1 Professional Liability/Worker's Compensation. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School and/or students working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s). School may elect to self-insure its insurance obligations in this Section 2.10.1.

2.10.2 <u>Health Insurance</u>. School shall assure and provide proof that students are covered by a health insurance policy, either through School or an individual policy. Student is responsible for his or her own health insurance coverage, if not provided for by School.

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

2.12 <u>Student ID Badges</u>. For Hospital security purposes, the School will be billed/invoiced and required to pay to Hospital, the amount of Fifty Dollars (\$50.00) for each and every Student ID Badge (including ID badges issued to instructors) that is lost, stolen or not returned to the Security Office upon completion of the students designated learning period. School

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acknowledges the importance of the return of badges in a children's hospital and will use good faith efforts to require students to return all badges. The School will inform the students of this requirement before placement.

### **ARTICLE III**

# **RESPONSIBILITIES OF HOSPITAL**

3.1 <u>Access</u>. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

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

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

3.4 <u>Accreditation</u>. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and The Joint Commission.

3.5 <u>Patient Care</u>. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under The Joint Commission, professional standards, Hospital philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of The Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

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

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

3.8 <u>Documentation</u>. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order

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Clinical Affiliation Agreement without instructor Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009 that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

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

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

#### **ARTICLE IV**

### **RELATIONSHIP OF THE PARTIES**

4.1 <u>Term</u>. The term of this Agreement shall commence as of the Effective Date and shall continue for two (2) years unless terminated sooner as provided herein.

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

Relationship of Parties/Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times 4.3 acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners/students and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold hamless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

4.4 <u>Role of Students</u>. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

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

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4.6 <u>Records</u>. It is understood and agreed that any and all medical records, charts, and business records, other than student evaluation records and information (collectively "Records"), shall be and remain the property of Hospital.

#### ARTICLE V

# CONFIDENTIALITY

5.1 <u>Records</u>. All Records shall be treated as confidential.

5.2 <u>HIPAA and CMIA</u>. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students shall be considered to members of Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103. School shall provide instructors and students with information regarding confidentiality of patient information and all applicable regulations relating to HIPAA and the California Medical Information Act ("CMIA"). In the course of clinical training at Hospital, students will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA and CMIA Privacy and Security policies and procedures. Students will be required to participate in training related to the HIPAA and CMIA Privacy and Security Rules and Hospital's HIPAA and CMIA Privacy and Security policies and procedures.

5.3 <u>Confidentiality Statement</u>. Students shall be required to sign Hospital's confidentiality agreement (copy of model agreement attached as Exhibit D). Subject to students' completion of Hospital's confidentiality agreement, Hospital shall provide students with the necessary access to its confidential patient medical records solely for purposes of obtaining the training contemplated by this Agreement.

#### **ARTICLE VI**

#### INDEMNIFICATION

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

#### **ARTICLE VII**

#### **GENERAL PROVISIONS**

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

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

7.3 <u>Compliance</u>. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (714-289-4700). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

7.4 <u>Access To Books And Records</u>. During the term of this Agreement and for a period of four years after the termination hereof, School shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If School carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.

Medicare/Medi-Cal Participation. School hereby represents and warrants that neither 7.5 School, students, nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. School hereby agrees to immediately notify Hospital of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that School or any student is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that School, and/or any student is in breach of this Section, this Agreement shall, as of the Effective Date of such action or breach, automatically terminate. School further understands that Hospital periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify School if it discovers a match. Hospital will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

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

7.7 <u>Non-Discrimination</u>. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent permitted by law. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions that apply to the parties.

7.7.1 The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all

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students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

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

If to Hospital:

Children's Hospital of Orange County 455 South Main Street Orange, CA 92868 Attn: Executive Vice President & Chief Operating Officer

If to School:

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

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

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

7.11 <u>Bond Covenants</u>. In the event legal counsel for Hospital advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement poses a material risk of violating any legal requirement related to Hospital's tax exempt status or tax exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within 30 days thereafter, Hospital may terminate this Agreement immediately upon written notice to all parties hereto.

7.12 <u>Interruption of Training</u>. Each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

7.13 <u>Ambiguities</u>. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the

## SAC-10-032

Clinical Affiliation Agreement without instructor Between Children's Hospital of Orange County and "Santa Ana College" Revised 09/2009 industry of the parties in the place where the contract is to be performed. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.

Survival. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 7.14 (Indemnification), Section 7.6 (Governing Law), Section 7.8 (Notices), and 7.13 (Ambiguities) and this Section 7.14 shall survive the termination of this Agreement.

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

# HOSPITAL: Children's Hospital of Orange County

By:

Name: Debra Mathias Title: Executive Vice President and Chief Operating Officer

#### **Rancho Santiago Community College District** SCHOOL:

By:

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

4.2 (10)

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### **EXHIBIT A**

# PROGRAM(S)

# (Without School Instructor)

Name of School and Department/Program:

Nursing Occupational Therapy Assistant Pharmacy Technician Speech Therapy

4.2 (11)

#### EXHIBIT B

# CLINICAL PROFILE ORANGE COUNTY/LONG BEACH CONSORTIUM FOR NURSING

Attached hereto.

4.2 (12)

SAC-10-032 B-1 Clinical Affiliation Agreement without instructor Between Children's Hospital of Orange County and "School" -----.

**B-1** 

#### **EXHIBIT C**

# CLINICAL STUDENT PR

		THE STODENT PROFILE
1.	Complete the information below for CHOC's Clinical Education Departm	each clinical group/student scheduled at CHOC and submit to ent. Fax form to (714) 532-8831
2. Attach a student roster for clinical groups.		
3.	School is responsible for ensuring the Dress Code* HIPAA Privacy and Security* Injury and Illness Prevention Needle Safety* Patient Confidentiality* Standard Precautions*	at each clinical group/student is trained and competent on: *General Orientation Information
<ul> <li>4. School is responsible for verifying that each clinical group/student has completed the follow Hepatitis-B (proof of vaccinations or titer documenting immunity)</li> <li>Influenza (immunization yearly or declination statement)</li> <li>MMR (2 MMR's or titers documenting immunity to measles, mumps, and rubella)</li> <li>Tdap</li> <li>Physical Exam (documented by a physician)</li> <li>Tuberculosis (2 TB skin tests within the last 12 months; example, 12/29/07 and 12/2' Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test</li> <li>Varicella (proof of vaccinations or titer documenting immunity)</li> <li>Background Check Clearance including Sex Offender Registry Check</li> <li>CPR (American Heart Association: Basic Life Support for Healthcare Providers – to be every 2 years)</li> <li>General and Professional Liability Insurance (\$1,000,000/\$3,000,000 each)</li> <li>License Current (RN, etc. if applicable)</li> </ul>		or declination statement) ting immunity to measles, mumps, and rubella) a physician) hin the last 12 months; example, 12/29/07 and 12/27/08) s, if student has a history of a positive TB skin test titer documenting immunity) ncluding Sex Offender Registry Check : Basic Life Support for Healthcare Providers – to be renewed ity Insurance (\$1,000,000/\$3,000,000, each)
		Student Name:
		Student Group (RN, CA, PT, etc.):
Clinical Dates: From		To:
Clinical E	Days:	Clinical Hours:

Instructor Email: \_\_\_\_

I certify that the student(s) listed on the attached Clinical Roster of Students have completed the following requirements, and that supporting documentation for verification purposes is maintained at School. Please check ( $\sqrt{}$ ) all boxes that the student(s) have completed.

Cell/Pager:

Hepatitis B	u Varicella Titer	General Orientation Information*
🗆 influenza	Background Check	Health Insurance/Worker's Compensation
D MMR		License Current (RN, etc.)
Physical Exam	General Liability Insurance	Professional Liability Insurance
o TB	🗆 Tdap	Worker's Compensation (if applicable)
instructor/School Re	presentative (print):	
instructor/School Rej	presentative (signature):	<u></u>
Date:		

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#### **CLINICAL ROSTER OF STUDENTS**

4.2 (14)

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#### EXHIBIT D

# CONFIDENTIALITY STATEMENT

#### (For Students)

As a Student performing duties at Children's Hospital of Orange County ("CHOC"), you will have access to protected health information ("PHI") of patients. Federal and State laws, including HIPAA and other policies and procedures created internally, protect the privacy and security of this PHI, including the fact that an individual was a patient at CHOC. It is illegal for you to use or disclose PHI outside the scope of your duties at CHOC. This includes oral, written, or electronic uses and disclosures. Below are some guidelines that you must be familiar with regarding the use of a patient's PHI.

- You may use PHI as necessary to carry out your duties as a student/volunteer; 1.
- You may share PHI with other health care providers within CHOC for the direct treatment of the 2. patient; 3.
- You may NOT photocopy or otherwise permit PHI to be duplicated in any way;
- You may NOT photograph patients: 4. 5.
- You must access only the minimum amount of PHI necessary to care for a patient or to carry out an assignment;
- You may NOT record PHI (such as patient names, diagnoses, dates of birth, addresses, phone 6. numbers, Social Security numbers, etc.) on any assignments you may need to turn in to your instructor, reports you may need to turn in to your program, or forms you may need to take with you;
- You may only access the PHI of patients for whom you are caring/volunteering when there is a need 7. for the PHI:
- You must be aware of your surroundings when discussing PHI. As an example, it is inappropriate to 8. discuss PHI in elevators, bathrooms, the cafeteria, and any other place for which your discussion may be overheard;
- When disposing of any documents with PHI, do NOT place them in the trash can. Instead, the 9. documents should be placed in the proper containers marked for shredding or another disposal container as set forth by policy and procedures for your specific department;
- If you have questions about the use or disclosure of PHI, contact the Student Relations Coordinator in 10. the Clinical Education Department.

Please read, sign, and date this acknowledgement. Return it to the Student Relations Coordinator in the Clinical Education Department where it will be filed and you will receive a copy.

#### Acknowledgment

I have read and I understand the information in this document. I realize that there are penalties for which I may be subject, including criminal, for the unauthorized use and disclosure of PHI. I agree to abide by the guidelines described above when performing my duties at CHOC.

Name (Print): \_\_\_\_\_Date: \_\_\_\_\_\_Date: \_\_\_\_\_Date: \_\_\_\_\_AAte: \_\_\_\_AAte: \_\_\_\_\_AAt

Signature:

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

То:	Board of Trustees Date: July 26, 2010	
Re:	Approval of Renewal of Nursing Agreement - Children's Hospital at Mission	
Action:		

#### **BACKGROUND**

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with Children's Hospital at Mission, located in Mission Viejo, will yield appropriate clinical rotation activities for the programs.

## ANALYSIS

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

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve this clinical affiliation agreement renewal with Children's Hospital at Mission.

Fiscal Impact:	None	Board Date: July 26, 2010
Prepared by:	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		a Ana College
Recommended by: John Didion, Interim Chancellor, RSCCD		

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

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on August 1, 2010 ("Effective Date") by and between Children's Hospital at Mission, a California non-profit public benefit corporation dba CHOC Children's Mission Hospital ("Hospital") and Rancho Santiago Community College District on behalf of Santa Ana College ("School"). This Agreement will remain effective for the term as set forth in Section 4.1.

#### **ARTICLE I**

#### RECITALS

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

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

1.3 <u>Instructor</u>. Instructor shall be an employee of School and qualified to teach School's clinical training programs (the "Program(s)"), as referenced in **Exhibit A**, attached hereto and incorporated herein by reference. School shall ensure that Instructors maintain all required professional credentials and licensure necessary to provide instruction to students of Program(s). Hospital desires to provide instructor access to Hospital's clinical facilities for purposes of training and supervising students of School enrolled in the Program(s).

1.4. <u>Intent</u>. Hospital operates clinical facilities within Hospital which are suitable for the Program. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

1.5 <u>Purpose of This Agreement.</u> The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

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

#### **ARTICLE II**

#### **RESPONSIBILITIES OF SCHOOL**

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

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

Orientation. School shall provide orientation to all students and ensure that all 2.3 students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital. School shall provide orientation to students in the following areas: (i) injury and illness prevention; (ii) patient confidentiality and HIPAA privacy and security; (iii) dress code; (iv) standard precautions for infection control; and (v) needle safety. School is responsible for verifying that students and instructors have successfully completed an American Heart Association BLS for Healthcare Providers (CPR training) course. School shall certify to Hospital that each student and instructor assigned to Hospital has either (i) satisfied the requirements set forth on the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached hereto on as Exhibit B for clinical training or (ii) has completed such orientation and CPR training using the Clinical Student Profile form and/or the Instructor Profile form, attached hereto and incorporated by reference as Exhibit C and Exhibit D, respectively. School shall maintain documentation in each student's and instructor's file that each student and instructor has completed such orientation and CPR training and agrees to provide such documentation to Hospital upon request.

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

2.5 <u>Attendance and Academic Documentation</u>. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

2.6 <u>Health Clearance and Background Check.</u>

2.6.1 <u>Health Clearance</u>. School shall ensure that each student and instructor complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, Hepatitis B series or titer, measles, mumps, and rubella titers, Tdap, annual TB screening (includes skin testing or symptom screening and chest x-ray, if determined appropriate by Hospital), influenza immunization (required annually) or declination statement. School shall also ensure that students and instructors follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, standard precautions. Also, School shall ensure to the best of its ability that all students and instructors are free from any mental or physical impairment that would prevent the student and/or instructor from meeting his/her training obligations at Hospital.

2.6.2 <u>Background Check</u>. School, at School's expense or Student's expense, shall conduct a background check on each student and instructor. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; sex offender registry check; and Office of Inspector General ("OIG") sanction trace.

SAC-10-033 Clinical Affiliation Agreement - CCMH With Instructor and Rancho Santiago Community College District 2.6.3 <u>Health and Background Documentation</u>. School shall certify to Hospital that each student and instructor assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using (i) the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached as Exhibit B or (ii) the Clinical Student Profile form and/or Instructor Profile form, attached hereto and incorporated by reference as Exhibit C and Exhibit D, respectively. School shall maintain documentation in each student's and instructor's file that each student and instructor have satisfied Hospital's health clearance and background check requirements and agrees to provide such documentation to Hospital upon request.

2.6.4 <u>Authorization</u>. School shall maintain a written valid authorization from each student assigned to Hospital under this Agreement to permit Hospital to access student's and/or instructor's files and records, including health information and background check information.

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

2.8 <u>Supplies and Equipment</u>. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). Faculty and students are responsible for their own transportation costs, not the School.

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

#### 2.10 Insurance

2.10.1 <u>Professional Liability/Worker's Compensation</u>. School shall ensure that all Students and Instructors maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School and/or students and instructors working at Hospital pursuant to this Agreement at all

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times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to Students and Instructors, such evidence will be provided prior to the date when any new Student or Instructor commences participation in the Program(s). School may elect to self-insure its insurance obligations in this Section 2.10.1.

2.10.2 <u>Health Insurance</u>. School shall ensure and provide proof that students and instructors are covered by a health insurance policy, either through School or an individual policy. Student and instructor are responsible for his or her own health insurance coverage, if not provided by School.

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

2.12 <u>Student ID Badges</u>. For Hospital security purposes, badges will be issued by Mission Hospital.

#### **ARTICLE III**

#### **RESPONSIBILITIES OF HOSPITAL**

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

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

3.3 <u>Accreditation</u>. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and The Joint Commission.

3.4 <u>Patient Care</u>. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under The Joint Commission, professional standards, Hospital philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of The Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

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

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

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

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

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

#### **ARTICLE IV**

# **RELATIONSHIP OF THE PARTIES**

4.1 <u>Term</u>. The term of this Agreement shall commence as of the Effective Date of this Agreement and shall continue for two (2) year(s) unless otherwise terminated as provided herein.

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

4.3 <u>Relationship of Parties/Independent Contractor</u>. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School and School's instructors are at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and School's instructors and/or students an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of SAC-10-033

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

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

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

4.6 <u>Records</u>. It is understood and agreed that any and all medical records, charts, and business records, other than student evaluation records and information (collectively "Records"), shall be and remain the property of Hospital.

#### **ARTICLE V**

#### CONFIDENTIALITY

5.1 <u>Records</u>. All Records shall be treated as confidential.

5.2 <u>HIPAA and CMIA</u>. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students and instructors shall be considered to members of Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103. School shall provide instructors and students with information regarding confidentiality of patient information and all applicable regulations relating to HIPAA and the California Medical Information Act ("CMIA"). In the course of clinical training at Hospital, students and instructors will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA and CMIA Privacy and Security policies and procedures. Students and instructors will be required to participate in training related to the HIPAA and CMIA Privacy and Security Rules and Hospital's HIPAA and CMIA Privacy and Security policies and procedures.

5.3 <u>Confidentiality Statement</u>. Students and instructors shall be required to sign Hospital's confidentiality agreement (copy of model agreement attached as Exhibit E). Subject SAC-10-033

Clinical Affiliation Agreement - CCMH With Instructor and Rancho Santiago Community College District

to Students' and instructors' completion of Hospital's confidentiality agreement, Hospital shall provide Students and instructors with the necessary access to its confidential patient medical records solely for purposes of obtaining the training contemplated by this Agreement.

#### **ARTICLE VI**

#### INDEMNIFICATION

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

#### **ARTICLE VII**

#### **GENERAL PROVISIONS**

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

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

7.3 <u>Compliance</u>. The parties acknowledge that Hospital has a compliance program intended to prevent and detect compliance violations, including without limitation, violations related to fraud, abuse, false claims, excess private benefit, and inappropriate referrals. The parties hereby agree that any compliance concerns shall be promptly reported either to an appropriate CHOC manager or through the CHOC Compliance hotline (877-388-8588).

7.4 <u>Access To Books And Records</u>. During the term of this Agreement and for a period of four years after the termination hereof, School shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If School carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized organization's books, documents and records.

4.3 (8) SAC-10-033Clinical Affiliation Agreement – CCMH With Instructor and Rancho Santiago Community College District

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Medicare/Medi-Cal Participation. School hereby represents and warrants that 7.5 neither School, students, instructors nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. School hereby agrees to immediately notify Hospital of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that School or any student and/or instructor is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that School, any student and/or instructor is in breach of this Section, this Agreement shall, as of the Effective Date of such action or breach, automatically terminate. School further understands that Hospital periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify School if it discovers a match. Hospital will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

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

7.7 <u>Non-Discrimination</u>. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent permitted by law. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions that apply to the parties.

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

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

If to Hospital:

Children's Hospital at Mission 27700 Medical Center Road Mission Viejo, CA 92691 Attn: Vice President

Copy to:

Mission Hospital 27700 Medical Center Road Mission Viejo, CA 92691 Attn: Carol Muench,

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**Director of Professional Education** 

If to School:

Santa Ana College 1530 West 17<sup>th</sup> Street Santa Ana, CA 92706 Attn: Nursing Department

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

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

7.11 Bond Covenants. In the event legal counsel for Hospital advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement poses a material risk of violating any legal requirement related to Hospital's tax exempt status or tax exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within 30 days thereafter, Hospital may terminate this Agreement immediately upon written notice to all parties hereto.

7.12 Interruption of Training. Each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

7.13 <u>Ambiguities</u>. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.

7.14 <u>Survival</u>. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 (Indemnification), Section 7.6 (Governing Law), Section 7.8 (Notices), and 7.13 (Ambiguities) and this Section 7.14 shall survive the termination of this Agreement.

#### SIGNATURES ON FOLLOWING PAGE

4.3 (10) SAC-10-033 Clinical Affiliation Agreement – CCMH With Instructor and Rancho Santiago Community College District IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

# HOSPITAL: Children's Hospital at Mission

By: \_\_\_\_\_\_ Name: Marcia Folli Title: Vice President

# SCHOOL: Rancho Santiago Community College District on behalf of Santa Ana College

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

## **EXHIBIT A**

# PROGRAM(S)

# (With On-Site School Instructor)

Name of department at School:

Nursing (ADN)

**EXHIBIT B** 

# Clinical Profile Orange County/Long Beach Consortium for Nursing

Instructions for Form Completion

- 1. Faculty is to contact the Education Coordinator at the assigned clinical agency no later than two weeks prior to the start of the rotation for pre-planning.
- 2. Faculty is to complete the information below for each clinical rotation and submit to the Clinical Facility Education Coordinator or designee. Please check (1) those boxes for which the student has met the affiliation standard.
- 3. Attach a list of the students' names.
- 4. All personnel (faculty and students) with patient contact are required to verify health screening/immunization compliance. Health documents and background check clearance information may be stored at the academic institution but should be available upon request to the healthcare agency.

**Rotation Information** 

School	Instructo	r's Work Phone	
Instructor			
Program D NA D VN D ADN		er Clinical Area	Level
Clinical Dates From		To	
Clinical Days			
Conference Day and Hours			

I certify that the students and instructors in this rotation have completed the following requirements that are checked, and that supporting documentation for verification purposes is maintained at this academic institution.

Background check clearance	Influenza vaccine or declination Injury and illness training
CPR – American Heart Association Healthcare Provider BLS	MMR titer
Ethical conduct	Professional liability insurance
General orientation	TB screening (annual)
Faculty licensure current	Td/Tdap current
Health clearance	Unit orientation
Hepatitis B series or titer	Worker's compensation/health insurance

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#### EXHIBIT C

# **CLINICAL STUDENT PROFILE**

- 1. Complete the information below for each clinical group/student scheduled at CCMH and submit to CCMH Clinical Coordinator or designee. Fax form to 949-365-2498.
- 2. Attach a student roster for clinical groups.
- 3. School is responsible for ensuring that each clinical group/student is trained and competent on:

  - HIPAA Privacy and Security\*
  - Injury and Illness Prevention\* \*

Standard Precautions\*

Needle Safety\* Patient Confidentiality\* 

**General Orientation Information** 

- 4. School is responsible for verifying that each clinical group/student has completed the following:
  - Hepatitis-B (proof of vaccinations or titer documenting immunity)
  - Influenza (immunization yearly or declination statement) -
  - MMR (2 MMR's or titers documenting immunity to measles, mumps, and rubella) .
  - Tdap
  - Physical Exam (documented by a physician)
  - Tuberculosis (2 TB skin tests within the last 12 months; example, 12/29/07 and 12/27/08) Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test
  - Varicella Titer (proof of vaccinations or titer documenting immunity)
  - Background Check Clearance including Sex Offender Registry Check
  - CPR (American Heart Association: Basic Life Support for Healthcare Providers to be renewed every 2 years)
  - General and Professional Liability Insurance (\$1,000,000/\$3,000,000 each) 40
  - License Current (RN, etc. if applicable)

School:	Student Name:
Course Title:	
Clinical Dates: From	To
Clinical Days:	
Instructor:	Phone:
Instructor Email:	

I certify that the student(s) listed on the attached Clinical Roster of Students have completed the following requirements, and that supporting documentation for verification purposes is maintained at School. Please check ( $\sqrt{}$ ) all boxes that the instructor has completed.

a Hepatitis B	u Varicelia Titer	General Orientation Information*
Influenza CPR	Background Check     License	Health Insurance      MMR     Current (RN, etc.)
Physical Exam	General Liability Insurance	D Professional Liability Insurance
n TB	🗆 Tdap	Worker's Compensation (if applicable)
Instructor/School Re	presentative (print):	
instructor/School Re	presentative (signature):	
Date:		

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# CLINICAL ROSTER OF STUDENTS

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#### **EXHIBIT D INSTRUCTOR PROFILE**

- 1. Complete the information below for each instructor scheduled at CCMH and submit to CCMH Clinical Coordinator or designee. Fax form to 949-365-2498.
- 2. School is responsible for ensuring that the instructor is trained and competent on:
  - **Dress Code\*** -
  - HIPAA Privacy and Security\*
  - \* Injury and Illness Prevention\* **General Orientation Information**
  - Needle Safety\*
  - Patient Confidentiality\* .
  - Standard Precautions\*
- 3. School is responsible for verifying that the instructor has completed the following:
  - Hepatitis-B (proof of vaccinations or titer documenting immunity)
  - Influenza (immunization yearly or declination statement) .
  - MMR (2 MMR's or titers documenting immunity to measles, mumps, and rubella) .
  - . Tdap
  - Physical Exam (documented by a physician)
  - Tuberculosis (2 TB skin tests within the last 12 months; example, 12/29/07 and 12/27/08) . Chest X-Ray within the last 4 years, if instructor has a history of a positive TB skin test
  - Varicella Titer (proof of vaccinations or titer documenting immunity) æ.
  - Background Check Clearance including Sex Offender Registry Check
  - CPR (American Heart Association: Basic Life Support for Healthcare Providers to be renewed every 2 years)
  - General and Professional Liability Insurance (\$1,000,000/\$3,000,000 each)
  - License Current (RN, etc. as required)

School: Course Title: \_\_\_\_\_Student Group (RN, CA, PT, etc.):\_\_\_\_\_ Clinical Dates: From\_\_\_\_ To Clinical Days: Clinical Hours: Phone:\_\_\_\_\_ Instructor: Instructor Email: Cell/Pager: Dean/Supervisor: Phone:

I certify that the instructor has completed the following requirements, and that supporting documentation for verification purposes is maintained at School. Please check (1) all boxes that the instructor has completed.

a Hepatitis B	Varicella Titer	General Orientation Information*
Influenza CPR	Background Check     License	□ Health Insurance□ MMR Current (RN, etc.)
□ Physical Exam □ TB	<ul> <li>General Liability Insurance</li> <li>Tdap</li> </ul>	<ul> <li>Professional Liability Insurance</li> <li>Worker's Compensation (if applicable)</li> </ul>

Dean or Immediate Supervisor of instructor (print): \_\_\_\_

Dean or Immediate Supervisor of Instructor (signature):

Date:

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#### EXHIBIT E

#### **CONFIDENTIALITY STATEMENT**

#### (For Students/Instructors)

As a Student or Instructor performing duties at CHOC Children's Hospital at Mission ("CCMH"), you will have access to protected health information ("PHI") of patients. Federal and State laws, including HIPAA and other policies and procedures created internally, protect the privacy and security of this PHI, including the fact that an individual was a patient at CCMH. It is illegal for you to use or disclose PHI outside the scope of your duties at CCMH. This includes oral, written, or electronic uses and disclosures. Below are some guidelines that you must be familiar with regarding the use of a patient's PHI.

- 1. You may use PHI as necessary to carry out your duties as a student/instructor/volunteer;
- 2. You may share PHI with other health care providers within CCMH for the direct treatment of the patient:
- 3. You may NOT photocopy or otherwise permit PHI to be duplicated in any way;
- 4. You may NOT photograph patients;
- 5. You must access only the minimum amount of PHI necessary to care for a patient or to carry out an assignment;
- 6. You may NOT record PHI (such as patient names, diagnoses, dates of birth, addresses, phone numbers, Social Security numbers, etc.) on any assignments you may need to turn in to your instructor, reports you may need to turn in to your program, or forms you may need to take with you;
- 7. You may only access the PHI of patients for whom you are caring/volunteering when there is a need for the PHI;
- 8. You must be aware of your surroundings when discussing PHI. As an example, it is inappropriate to discuss PHI in elevators, bathrooms, the cafeteria, and any other place for which your discussion may be overheard;
- 9. When disposing of any documents with PHI, do NOT place them in the trash can. Instead, the documents should be placed in the proper containers marked for shredding or another disposal container as set forth by policy and procedures for your specific department;
- 10. If you have questions about the use or disclosure of PHI, contact the Student Relations Coordinator in the Clinical Education Department.

Please read, sign, and date this acknowledgement. Return it to the CCMH Education Coordinator or designee to be filed and kept on records at CCMH.

#### Acknowledgment

I have read and I understand the information in this document. I realize that there are penalties for which I may be subject, including criminal, for the unauthorized use and disclosure of PHI. I agree to abide by the guidelines described above when performing my duties at CCMH.

Name (Print):		Date:
Signature:		
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4.3 (18) SAC-10-033

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santa Ana College - Special Services Division

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Speech-Language Pathology Assistant Program Agreement with Spectrum Speech and Feeding, LLC	
Action:	on: Request for Approval	

#### **BACKGROUND:**

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

#### ANALYSIS:

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose, which has been reviewed and approved by department and college staff. Santa Ana College proposes that the district enter into the agreement with <u>Spectrum Speech and Feeding</u>, LLC.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Speech-Language Pathology Assistant Program Agreement with <u>Spectrum Speech and Feeding, LLC.</u> This agency is located in Newport Beach, CA.

Fiscal Impact:	No Cost	Board Date: July 26, 2010
Prepared by: Jane Mathis, Associate Dean of Special Services, Santa Ana Colleg Sara Lundquist, Ph.D., Vice President of Student Services, SAC		ean of Special Services, Santa Ana College ce President of Student Services, SAC
Submitted by: Erlinda J. Martinez, Ed. D., President, Santa Ana College		., President, Santa Ana College
Recommended by:	John Didion, Interim Chan	ncellor, RSCCD

# AGREEMENT

#### Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, **SPECTRUM SPEECH AND FEEDING, LLC**, hereinafter called the Agency.

#### PART I.

## **BASIS AND PURPOSE OF AGREEMENT**

#### WITNESSETH:

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

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

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

# PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

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

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

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

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

- A. For the Program in General
  - 1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
  - 2. The Agency will provide staff members who hold a current Certificate of Clinical Competence in Speech-Language Pathology issued by the American Speech-Language-Hearing Association to supervise Speech-Language Pathology Assistant students
  - 3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
  - 4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
  - 5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
  - 6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
  - 7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
  - 8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
  - 9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
  - 10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.

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

## PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

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

#### B. Indemnification

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

#### C. Insurance:

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

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

#### PART. V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

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

#### PARTVI. PERIOD OF AGREEMENT

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

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

Rancho Santiago Community College District

District

Spectrum Speech & Feeding, LLC

Agency/Facility/Location

Dawn Winkelmann, M.S., CCC-SLP Clinical Director

Peter J. Hardash Vice Chancellor Business Operations and Fiscal Services

Date: \_

Date:

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santa Ana College - Special Services Division

То:	Board of Trustees	Date: July 26, 2010	
Re:	Approval of Speech-Language Pathology Assistant Program Agreement with Language and Speech Therapy		
Action:	Request for Approval		

#### **BACKGROUND:**

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

## ANALYSIS:

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose, which has been reviewed and approved by department and college staff. Santa Ana College proposes that the district enter into the agreement with <u>Language and Speech Therapy</u>.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Speech-Language Pathology Assistant Program Agreement with Language and Speech Therapy. This agency is located in Garden Grove, CA.

Fiscal Impact:	No Cost	Board Date: July 26, 2010
Prepared by:	Jane Mathis, Associate Dean of Special Services, Santa Ana College Sara Lundquist, Ph.D., Vice President of Student Services, SAC	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	John Didion, Interim Chancellor, RSCCD	

# AGREEMENT

# Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, LANGUAGE AND SPEECH THERAPY, hereinafter called the Agency.

#### PART I.

#### **BASIS AND PURPOSE OF AGREEMENT**

#### WITNESSETH:

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

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

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

# PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

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

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

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*SAC-10-035* 4.5 (2)

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

SAC-10-035

# PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1.

- The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
- 2. The Agency will provide staff members who hold a current Certificate of Clinical Competence in Speech-Language Pathology issued by the American Speech-Language-Hearing Association to supervise Speech-Language Pathology Assistant students
- 3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
- 4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
- 5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
- 6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
- 7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
- 8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
- 9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
- 10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.

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

### PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

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

#### B. Indemnification

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

SAC-10-035

#### C. Insurance:

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

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

## PART. V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

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

#### PART VI. PERIOD OF AGREEMENT

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

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

Rancho Santiago Community College District

District

LANGUAGE AND SPEECH THERAPY

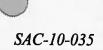
Agency/Facility/Location

Peter J. Hardash Vice Chancellor Business Operations and Fiscal Services

Date:

Julie Chau Diep, MS, CCC-SLP Clinical Director

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



NO. 4.6

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

# Santa Ana College – Human Services and Technology Division

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of New Pharmacy Technology Agreement - Newport Bay Hospital	
Action:	: Request for Approval	

## BACKGROUND

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

## ANALYSIS

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

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve this contract with Newport Bay Hospital in Newport Beach, California.

Fiscal Impact:	None	Board Date: July 26, 2010
Prepared by:	Norman Fujimoto, Vice President of Bart Hoffman, Dean of Human Servi	Academic Affairs
Submitted by:	Erlinda J. Martinez, Ed.D., President	
Recommended by:	John Didion, Interim Chancellor, RS	CCD

# STANDARD CLINICAL AFFILIATION AGREEMENT PHARMACY TECHNICIAN

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this <u>26th</u> day of <u>July 2010</u> by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and <u>Newport Bay Hospital</u> ("Clinical Facility"), located at 1501 E. 16<sup>th</sup> Street, Newport Beach, CA 92663

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

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

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

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

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

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

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

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

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

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

"Clinical Facility" shall refer to <u>Newport Bay Hospital</u>, its parents, subsidies, related companies, and each of their officers, directors, employees, agents representatives, successors, and assigns;

The "Program" shall refer to the Clinical training in health science programs as identified and described in this Agreement; and NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

### TERMS

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

The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

- 8. <u>Orientation</u>. Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
- 9. <u>Compliance With Clinical Facility Rules</u>. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

- 10. <u>Confidentiality of Patient Records</u>. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
- 11. <u>Clinical Instructor (College)</u>. College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
- 12. <u>Clinical Advisor (Clinical Facility)</u>. Although the Instructor assigns the grade for the student, Clinical Facility via a Clinical Advisor may provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the clinical rotation and shall arrange formal orientation to the facility for the faculty and students.
- 13. <u>Supervision of Students</u>. The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility rules, regulation, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
- 14. <u>Removal of Students</u>. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
- 15. <u>Patient Care</u>. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or

operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.

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

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

- 21. <u>No Right To Employment</u>. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
- 22. <u>Insurance Carried by the District</u>. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one

million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

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

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

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

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

SAC-10-036 Standard Clinical Agreement Pharmacy Tech 4.6 (6) the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

- 28. <u>Indemnification</u>. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provisions of the 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.
- 29. <u>Governing Law</u>. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- 30. <u>Assignment</u>. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
- 31. <u>Effective Date Termination</u>. This Agreement shall become effective on <u>July 26</u>, <u>2010</u>, and shall remain in effect until <u>July 26</u>, <u>2015</u>, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
- 32. <u>Notices</u>. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

**To Clinical Facility:** Newport Bay Hospital 1501 E. 16<sup>th</sup> Street Newport Beach, CA 92663 **ATTN:** James E. Parkhurst **To College:** Santa Ana College 1530 West 17<sup>th</sup> Street Santa Ana, CA 92706 Attn: Pharmacy Technology

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

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

**Clinical Facility** 

By:

Date:

Printed Name: James E. Parkhurst

Title: President/CEO

District

**Rancho Santiago Community College** 

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

Printed Name: Peter J. Hardash

Title: Vice Chancellor of Business Operations & Fiscal Services

Date:

SAC-10-036 Standard Clinical Agreement Pharmacy Tech 4.6 (8) 7

NO. 4.7

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

# Santa Ana College - Human Services and Technology Division

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of New Pharmacy Technology Agreement – Procare Pharmacy	
Action:	Action: Request for Approval	

### BACKGROUND

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

# ANALYSIS

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

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve this contract with Procare Pharmacy in Garden Grove, California.

Fiscal Impact:	None Board Date: July 26, 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:	John Didion, Interim Chancellor, RSCCD

# STANDARD CLINICAL AFFILIATION AGREEMENT PHARMACY TECHNICIAN

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this <u>26th</u> day of <u>July 2010</u> by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and <u>Procare Pharmacy</u> ("Clinical Facility"), located at 9191 Westminster Avenue, Garden Grove, CA 92844.

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

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

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

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

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

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

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

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

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

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

"Clinical Facility" shall refer to <u>Procare Pharmacy</u>, its parents, subsidies, related companies, and each of their officers, directors, employees, agents representatives, successors, and assigns;

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

1

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

### TERMS

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

- 8. <u>Orientation</u>. Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
- 9. <u>Compliance With Clinical Facility Rules</u>. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

- 10. <u>Confidentiality of Patient Records</u>. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
- 11. <u>Clinical Instructor (College)</u>. College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
- 12. <u>Clinical Advisor (Clinical Facility)</u>. Although the Instructor assigns the grade for the student, Clinical Facility via a Clinical Advisor may provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the clinical rotation and shall arrange formal orientation to the facility for the faculty and students.
- 13. <u>Supervision of Students</u>. The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility rules, regulation, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
- 14. <u>Removal of Students</u>. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
- 15. <u>Patient Care</u>. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and

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

16. <u>Student Evaluation</u>. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Instructor (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Instructor evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Instructor. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.

- 17. <u>Ongoing Communication</u>. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.
- 18. <u>Materials</u>. College agrees to provide students with all educational material required during the clinical program.
- 19. <u>Access to Clinical Facility's Services/Facilities</u>. Clinical Facility agrees to provide students with access to the medical library, parking, lockers, food services and first aid where the Clinical Facility has those types of services/facilities available during its normal business hours.
- 20. <u>No Payments or Other Remuneration</u>. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

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

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

hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

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

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

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

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

Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

28. <u>Indemnification</u>. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provisions of the 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.

29. <u>Governing Law</u>. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.

30. <u>Assignment</u>. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.

31. <u>Effective Date Termination</u>. This Agreement shall become effective on <u>July 26</u>, <u>2010</u>, and shall remain in effect until <u>July 26, 2015</u>, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

32. <u>Notices</u>. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility: Procare Pharmacy 9191 Westminster Ave. Garden Grove, CA 92844 ATTN: Chau Phan, Pharmacist To College: Santa Ana College 1530 West 17<sup>th</sup> Street Santa Ana, CA 92706 Attn: Pharmacy Technology

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

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

## **Clinical Facility**

Title: Pharmacist

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/ Rancho Santiago Community College
District

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

Ву:		
Printed Name:	Chau Phan	

Printed Name: Peter J. Hardash

Title: Vice Chancellor of Business Operations & Fiscal Services

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

Date:

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

# Santa Ana College - Exercise Science, Health and Athletics Division

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Clinical Affiliation Agreement for Athletic Training University Long Beach	: California State
Action:	Request for Approval	

# BACKGROUND

Students in Athletic Training Programs are required to gain practical field experience and to apply the knowledge and skills learned in college classes. This experience is gained working in the Athletic Training Room as well as attending athletic practices and events. The proposed clinical affiliation agreement with California State University Long Beach, located in Long Beach, will yield appropriate clinical rotation activities for the program.

# ANALYSIS

The clinical affiliation agreement covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. The agreement has been reviewed and approved by department and college staff. The agreement carries no costs or other financial arrangements and is in effect for five (5) years unless otherwise terminated by either party.

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve this affiliation agreement with California State University Long Beach.

Fiscal Impact:	None	Board Date: July 26, 2010
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Avie Bridges, Dean of Exercise Science, Health and Athletics	
Submitted by:	tted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: John Didion, Interim Chancellor, RSCCD		

Agreement Number: \_



#### STUDENT FIELD PLACEMENT AGREEMENT

This Agreement is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach, hereinafter called "University" and <u>Rancho Santiago Community College District</u> on behalf of Santa Ana College, hereinafter called "Facility" for field placement of University students at Facility in accordance with the attached exhibit which by this reference is incorporated into and made part of this agreement.

Exhibit A Kinesiology / Athletic Training Clinical Practicum, consisting of three pages.

#### GENERAL PROVISIONS

#### **Indemnification and Insurance**

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

Each party shall maintain commercial general liability or a program of self insurance with limits of not less than \$1 million per occurrence.

University does not provide medical, health, or non-travel accident insurance for students participating in field placements.

Should Facility require proof of malpractice insurance coverage, the participating student is responsible to obtain such proof from the University Office of Risk Management.

Workers' compensation insurance coverage for students shall be provided by Facility.

#### Services Responsibility

The Facility retains professional and administrative responsibility for the services rendered at the Facility.

#### **Student Safety and Personal Risk**

The Facility shall inform the participating student of any potential health or safety risks associated with their field placement.

#### **Term of Agreement**

The term of this Agreement shall be operative from date of full execution until <u>September 30, 2015</u>. However, either party may cancel this Agreement upon thirty (30) days written notice.

#### Confidentiality

All parties shall abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.

California State University Long Beach 1250 Bellflower Blvd., BH-346 Long Beach, CA 90840-0123 Rancho Santiago Community College District Athletics Department 1530 W 17<sup>th</sup> Street Santa Ana, CA 92706

Authorized Signature

Carolyn Dersch Contracts Specialist 562-985-8333 Authorized Signature

Peter J. Hardash Vice Chancellor of Business Operations and Fiscal Services

Phone Number

Fax Number

 Date: \_\_\_\_

# STUDENT FIELD PLACEMENT AGREEMENT KINESIOLOGY PROTOCOL

#### Exhibit A – Athletic Training/Practicum

The following California State University Long Beach (CSULB) program is approved by the California State University (CSU) Trustees: Athletic Training Education Program (ATEP). This program requires practicum experience under the supervision of an Approved Clinical Instructor (ACI) in an athletic training setting.

University and Facility, as identified on the signature page of this Agreement, recognize the mutual benefit of the parties hereto that students of this University program use of the Facility for practicum experience in athletic training.

Students shall have the status of learners and shall not be considered employees or agents of Facility or University.

There shall be no monetary obligation on the part of the University or the Facility, one to another.

### I. FACILITY SHALL:

- A. Permit each student designated by the University pursuant to Paragraph II A below to receive practicum experience at the Facility and shall permit such students and University instructors free access to appropriate facilities for such practicum experience.
- B. Provide practicum experience in athletic training and allow designated students to use appropriate facilities for learning experience for the training of students enrolled in the Department of Kinesiology of the University. The practicum experience shall cover such period of time as may be specified by the University and mutually agreed upon by both parties concerned.
- C. Provide athletic training facilities in such a manner that there will be no conflict of learning opportunities among students, and permit the designated University instructor and student access to these facilities according to mutually arranged scheduling.
- D. Permit members of the Facility staff, supervisors and other personnel to participate, as their time may permit in the practicum experience of the students and their learning experience in athletic training.
- E. Permit the members of the Facility staff to attend meetings of the University Department of Kinesiology and of any committee thereof to plan implement, and coordinate the program of practicum experience in the general operation of the athletic training program when such attendance is requested by the University.

- F. Maintain the facilities used for the practicum experience in such a manner that said facilities shall at all times meet the minimum essentials for an affiliated practicum site as specified by the athletic training accrediting organization.
- G. Ensure that the Approved Clinical Instructor (ACI) (the direct supervisor of the practicum experience in the athletic training facility) meets the qualifications of the Commission on Accreditation of Athletic Training Education.
  - 1. Be credentialed in a health care profession as defined by the American Medical Association or American Osteopathic Association.
  - 2. Be an ATC <sup>®</sup> or appropriately credentialed health care professional for a minimum of one year.
  - 3. Be in good standing with the National Athletic Trainers' Association.
  - 4. Not be currently enrolled in the entry level athletic training education program at the institution
  - 5. Be trained/re-trained by the institution's CIE at least once every three years.
  - 6. ACI training must include the following content areas:
    - a. Learning styles and instructional skills
    - b. Review of the Athletic Training Educational Competencies
    - c. Evaluation of student performance and feedback
    - d. Instructional skills of supervision, mentoring, and administration
    - e. Program/institution-specific policies, procedures, and clinical education requirements
    - f. Legal and ethical behaviors
    - g. Communication skills
    - h. Appropriate interpersonal relationships
    - i. Appropriate clinical skills and knowledge
  - 7. Meet with the Program Director and/or Clinical Coordinator of the Athletic Training Education Program and the Chair of the Department of Kinesiology once per academic year.
  - 8. Demonstrate a strong academic orientation in athletic training.
  - 9. Demonstrate a sincere interest in the professional preparation of the enrolled athletic training students in the Department of Kinesiology.
- H. Agree that the Approved Clinical Instructor (ACI) will not directly supervise more than eight students at any time during a practicum period.
- I. Provide, as needed, the following for University instructors taking part in the practicum experience.
  - 1. A conference type space suitably furnished for a small group; and
  - 2. Access for each instructor to Facility medical library.
- J. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the practicum experience at the Facility. All costs associated with said emergency health care is the sole responsibility of the student(s).

4.8 (4)

- K. Have the right, after consultation with the University, to refuse to accept for further practicum experience any of the University's students who in the Facility's judgment is not participating satisfactorily in said program.
- L. Notify the University's instructors of any change in the Facility's contact personnel.
- M. Notwithstanding anything else in this Agreement, Facility shall immediately expel any student from participation in the affiliation program under this Agreement if Facility determines in its sole discretion that such student poses a risk to the health or safety of any athlete, client or patient.

# II. UNIVERSITY SHALL:

- A. Designate enrolled University students for practicum experience in the athletic training at the Facility, in such numbers as are mutually agreed to by both parties. University shall certify to Facility that said student(s) are in compliance with the athletic training health and technical standards requirement.
- B. Work with Facility to establish a rotation plan for the types of practicum experience.
- C. Keep all attendance and academic records of students participating in said program.
- D. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.
- F. Require University's instructors to notify Facility's director in advance of:
  - 1. Placement of students in practicum assignments.
  - 2. Changes in practicum assignments.
- G. In consultation and coordination with the Facility's personnel, plan for the practicum experience to be provided to students under the Agreement.
- H. In consultation and coordination with appropriate Facility's personnel arrange for periodic conferences between appropriate representatives of the University and Facility to evaluate the practicum experience program provided under this agreement.
- I. Provide for orientation of students and faculty assigned to Facility.

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To:	Board of Trustees	Date: July 26, 2010
Re:	Approval of New Pharmacy Techno Angeles Healthcare System	logy Agreement – Veterans Affairs Greater Los
Action:	Request for Approval	

# BACKGROUND

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



# ANALYSIS

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

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve this contract with Veterans Affairs Greater Los Angeles Healthcare System in Los Angeles, California.

Fiscal Impact:	None	Board Date: July 26, 2010
Prepared by:	Norman Fujimoto, Vice Presider Bart Hoffman, Dean of Human S	
Submitted by:	Erlinda J. Martinez, Ed.D., Presi	dent, Santa Ana College
Recommended by:	John Didion, Interim Chancellor,	, RSCCD

# STANDARD CLINICAL AFFILIATION AGREEMENT PHARMACY TECHNICIAN

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this <u>26th</u> day of <u>July 2010</u> by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and <u>Veteran Affairs Greater Los Angeles Healthcare System</u> ("Clinical Facility"), located at <u>11301 Wilshire Blvd (691/119)Los Angeles, CA. 90073</u>.

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

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

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

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

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

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

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

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

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

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

"Clinical Facility" shall refer to <u>Veteran Affairs Greater Los Angeles Healthcare</u> <u>System</u>, its parents, subsidies, related companies, and each of their officers, directors, employees, agents representatives, successors, and assigns;

The "Program" shall refer to the Clinical training in health science programs as identified and described in this Agreement; and NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

### TERMS

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

- 8. <u>Orientation</u>. Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
- 9. <u>Compliance With Clinical Facility Rules</u>. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

- 10. <u>Confidentiality of Patient Records</u>. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
- 11. <u>Clinical Instructor (College)</u>. College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
- 12. <u>Clinical Advisor (Clinical Facility)</u>. Although the Instructor assigns the grade for the student, Clinical Facility via a Clinical Advisor may provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the clinical rotation and shall arrange formal orientation to the facility for the faculty and students.
- 13. <u>Supervision of Students</u>. The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility rules, regulation, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
- 14. <u>Removal of Students</u>. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
- 15. <u>Patient Care</u>. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.

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

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

- 21. <u>No Right To Employment</u>. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
- 22. <u>Insurance Carried by the District</u>. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

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

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

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

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

and faculty members shall continue to meet any and all federal, state and local requirements.

- 28. <u>Indemnification</u>. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- 29. <u>Governing Law</u>. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- 30. <u>Assignment</u>. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
- 31. <u>Effective Date Termination</u>. This Agreement shall become effective on <u>July 26</u>, <u>2010</u>, and shall remain in effect until <u>July 26</u>, <u>2015</u> unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
- 32. <u>Notices</u>. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

## **To Clinical Facility:**

Veteran Affairs Greater Los Angeles Healthcare System 11301 Wilshire Blvd (691/119) Los Angeles, CA 90073 ATTN: John A. Adelsperger

### **To College:**

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

Attn: Pharmacy Technology

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

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



# Rancho Santiago Community College District

By:

Printed Name: Peter J. Hardash

Title: Vice Chancellor of Business Operations & Fiscal Services

Date:

4.9 (8) SAC-10-039 Standard Clinical Agreement Pharmacy Tech

7

### **Clinical Facility**

#### Signature of Responsible VA Official for Educational Program

Signature of VA Designated Education Official

**Date of Signature** 

John A. Adelsperger CPhT

Typed Name of Individual Signing Above

**Pharmacy Technician Training Coordinator** 

**Typed Title of Individual Signing Above** 

Date of Signature

Arthur H. Friedlander, D.M.D

**Typed Name of Individual Signing Above** 

Associate Chief of Staff for Education

**Typed Title of Individual Signing Above** 

Signature of Director or Equivalent Responsible Official For VA Healthcare Facility Signature of VISN Director or Designee of Veterans Affairs

**Date of Signature** 

Donna M. Beiter, R.N., M.S.N.

**Typed Name of Individual Signing Above** 

Director, VA Greater Los Angeles

**Typed Title of Individual Signing Above** 

**Date of Signature** 

Donna M. Beiter, R.N., M.S.N.

**Typed Name of Individual Signing Above** 

**Director, VA Greater Los Angeles** 

Typed Title of Individual Signing Above



# ASSOCIATED HEALTH EDUCATION AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS (VA) AND AN EDUCATIONAL PROGRAM

Use when trainees are enrolled in an educational program approved by an accrediting body recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA)

Veteran Intergrated Service Network (VISN) 22

VA NETWORK

VA Greater Los Angeles Healcare System (GLA)

VA MEDICAL CARE FACILITY (including city and state)

Rancho Santiago Community College 2323 N. Broadway, Santa Ana, California 92706-1640 NAME OF EDUCATIONAL INSTITUTION (including city and state)

Pharmacy Technician

PROGRAM/DISCIPLINE AND DEGREE(S)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the listed educational program for the academic purposes of enhanced patient care, education, and research. VA and the affiliated educational institution have a shared responsibility for the academic enterprise. Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the affiliated institution. Additional responsibilities are delineated below.

#### **TERMS OF AGREEMENT**

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the participating institutions. Through this agreement, a partnership is created to enable enhanced patient care, education, and research.

The participating institutions and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-91, and the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate against any person on the basis of race, color, sex. disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

VA FORM 10-0094g 4.9 (10) Faculty members and trainees of the sponsoring institutions, when at VA health care facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d).

#### RESPONSIBILITIES

### 1. The affiliated educational institut ion has the following responsibilities:

A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).

B. Enable faculty appointments for VA staff.

C. Select trainees that meet qualifications as agreed upon by the school and VA.

D. Evaluate the trainee's performance and conduct in mutual consultation with VA staff and according to the guidelines outlined in the approved curriculum and accepted standards.

E. Develop educational program letters of agreement for each VA health care facility that provides a trainee with educational experience at VA. These agreements must identify faculty, including VA employees, who will teach, supervise, and evaluate trainee performance; outline educational objectives; specify periods and clinical area of assignments.

#### 2. VA has the following responsibilities:

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities.

B. Appoint qualified health care professionals, as appropriate, as full-time or part-time staff of the facility, which will provide supervision of trainees and provide veteran patient care.

C. Participate with the affiliated school in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.

D. Establish minimal qualifications for trainees coming to VA for academic programs.

E. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.

G. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

H. Ensure that all trainees who will be assigned to VA receive appropriate VA appointments.

- I. Assure that staff with appropriate credentials will supervise trainees.
- J. Encourage faculty appointments at the sponsoring institution for VA staff.

K. Appoint VA staff and appropriate school program faculty to the VA Partnership Council and its subcommittees. School program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

L. Conduct periodic reviews of academic programs and policies according to VA policies.

VA FORM 10-0094g

PAGE 2 OF 4 4.9 (11)

# **TERMINATION OF AFFILIATION AGREEMENT**

This affiliation agreement is in force until further notice and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

VA FORM 10-0094g

### ASSOCIATED HEALTH SIGNATURE PAGE

Signature of Dean or Equivalent Responsible Official for the Educational Institution or Program

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of Responsible VA Official for Educational Program

Date of Signature

John A. Adelsperger CPhT

Typed Name of Individual Signing Above

Pharmacy Technician Training Coordinator

Typed Title of Individual Signing Above

Signature of VA Designated Education Official

Date of Signature

Arthur H. Friedlander, D.M.D.

Typed Name of Individual Signing Above

Associate Chief of Staff for Education

Typed Title of Individual Signing Above

Signature of Director or Equivalent Responsible Official for VA Healthcare Facility

Date of Signature

Donna M. Beiter, R.N., M.S.N.

Typed Name of Individual Signing Above

Director, VA Greater Los Angeles

Typed Title of Individual Signing Above

Signature of VISN Director or Designee for Department of Veterans Affairs

Date of Signature

Donna M. Beiter, R.N., M.S.N.

Typed Name of Individual Signing Above

Director, VA Greater Los Angeles

Typed Title of Individual Signing Above

PAGE 4 OF 4 4.9 (13)

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santa Ana College and Santiago Canyon College

To:	Board of Trustees	Date: July 26, 2010
Re:	Approval of RSCCD Agreement with Credentials, Inc Automation of Onlin Transcript Process and Software License	
Action:	Request for Approval	

# BACKGROUND

During the past ten years, both SAC and SCC Admissions and Records offices have implemented and automated the process of receiving, collecting, and processing online transcripts with the assistance of Credentials, Inc's free software. To ensure that both offices continue to improve the efficiency of the online transcript services and to have the ability to increase the capacity for faster productivity, the system requires that ERIS software be updated and licensed, including the availability of technical assistance. It is essential that the District renew the Credentials, Inc. license and update this software to allow Admissions and Records to sustain online transcript services. Pursuant to this agreement, the technicians from Credentials, Inc. will ensure that students continue to receive the highest level of support and updated information via email, text, phone, or fax replies. The partnership between Credentials, Inc and the Admissions offices at Santa Ana and Santiago Canyon Colleges has always been a positive relationship, and Credentials, Inc. operations have provided outstanding service for RSCCD students.

# ANALYSIS

A formal agreement is needed between RSCCD and Credentials, Inc. The following agreement has been developed for this purpose, and has been reviewed and approved by both Associate Deans of Admissions at SAC and SCC. The colleges propose that the District enter into this agreement with Credentials, Inc.

## RECOMMENDATION

It is recommended that the Board of Trustees approve the service agreement with Credentials, Inc. on behalf of Santa Ana College and Santiago Canyon College.

Fiscal Impact:	None	Board Date: July 26, 2010
Prepared by: Sara Lundquist, Ph.D., Vice President of Student Services, SAC		sident of Student Services, SAC
	John Hernandez, Ph.D, Vice Pre	esident of Student Services, SCC
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana Colle		ident, Santa Ana College
	Juan Vázquez, President, Santia	go Canyon College
Recommended by:	John Didion, Interim Chancello	r

SCC 10-015 SAC 10-040

#### Credentials Inc. Service Agreement Terms & Conditions

- Parties: These Terms & Conditions of Agreement between Credentials Inc. (an Illinois Corporation) 436 Frontage Road, Suite 200, Northfield, Illinois 60093 (CREDENTIALS) and Rancho Santiago Community College District (Institution), related to the services (SERVICES) to be provided by CREDENTIALS to Institution during the term of this Agreement. This Agreement will become cifective (the "effective date") as of the date signed by both parties.
- 2. <u>Services</u>: Acting on behalf of Institution, CREDENTIALS will provide students and alumni legal and compliant access to the following services at Institution:
  - <u>TranscriptsPlus</u><sup>\*</sup> Requests for academic transcripts. CREDENTIALS will accept and deliver the requests electronically to Institution on a timely and accurate basis and facilitate delivery of authorizing signatures to Institution. CREDENTIALS will collect and remit all transcript fees due to Institution in accordance with Institution's approved schedule of applicable fees.
  - <u>Automated Interface</u>: CREDENTIALS will provide and maintain software that will reside on a personal computing device in the Registrar's Office of Institution for the purpose of automating the retrieval, logging, and production of transcript requests. The software will comply with institutional policies and procedures with respect to security. Institution will receive a perpetual, nonexclusive, nontransferable license from CREDENTIALS to use the Eagle Rock Information System (ERIS) software. Institution will use the automated interface only on the computer equipment mutually agreed upon by both parties. Under no circumstances shall Institution sell, license, publish, display, distribute, or otherwise transfer to a third party the automate interface or any copy thereof, in whole or in part, without CREDENTIALS prior written consent.
  - Electronic Transcript Processing: Using the automated interface referenced above, CREDENTIALS will extract, transport, format and electronically send transcript data on behalf of Institution to approved receiving institutions either directly or through industry approved intermediaries. As Institution's representative, CREDENTIALS may also be required to receive electronic transcripts on behalf of Institution from other institutions directly or through the same intermediaries and will deliver these inbound transcripts on a timely and accurate basis.

#### 3. Pricing:

1

- Pricing for SERVICES shall be established at the sole discretion of CREDENTIALS. Each party agrees to give thirty (30) days written notice to the other party of any change in prices for SERVICES.
- b. CREDENTIALS charges a \$2.00 per transcript handling fee for any order placed online by students or alumni. CREDENTIALS assumes all credit card clearing costs and other banking charges. This fee will be paid by the requestor or can be deducted from the Institution's transcript fee.
- c. Institution will receive the perpetual, nonexclusive, nontransferable license from CREDENTIALS to use the ERIS software for a fee of \$5,000.00. This fee will be divided equally between Santa Ana College and Santiago Canyon College (\$2,500.00 per institution) and will be deducted from the collected monthly transcript monies. If there is a short fall in the amount collected on behalf of the institution the remaining balance will be carried over to the next month until the full amount has been paid. CREDENTIALS will absorb the annual maintenance fee for the ERIS license as long as Institution is utilizing the TranscriptaPlus<sup>2</sup> service and automated interface.
- d. Electronic Transcripts (Optional):
  - CREDENTIALS will charge an additional fee of \$1.00 per transcript for the electronic extraction, formatting, and delivery of an electronic transcript using either an EDI, XML or PDF format.
  - (ii) CREDENTIALS will charge a fee of \$.25 per transcript for the receipt and conversion of an electronic transcript file into a different file format than the original format received. Any transcript that does not require any editing or modification by Credentials will be delivered at no charge.
  - (iii) Institution agrees to accept and process all electronic transcripts as official documents of the Sending Institution using the Credentials TranscriptsNetwork<sup>™</sup>

If implemented during the term of the agreement, the fees for these optional services will be deducted from the amount collected on behalf of Institution.

- e. Users choosing operator assisted inquiries will be assessed a \$5.00 surcharge, which will be added to CREDENTIALS' fee noted above.
- f. Orders placed by the Registrar's staff at Institution using the TranscriptsPlus<sup>®</sup> system will be assessed a fee of \$1.50 per transcript "order" COD (Cash On Delivery) orders placed by students that are processed by the TranscriptsPlus<sup>®</sup> system will be assessed a fee of \$1.75 per transcript. These fees will be deducted from the amount collected on behalf of the Institution for these services.
- g. Special orders that materially raise the pricing such as Rush, Special Handling or school sponsored overnight deliveries will be assessed a \$.50 surcharge to cover the additional handling charges. This fee will be deducted from the amount collected on behalf of the Institution for these services.
- h. The maintenance fee for the automated software interface (RoboRegistrar and the related components) will be \$75.00 per month, per institution and will be deducted from the fees collected on behalf of the Institution(s).
- 4. <u>Recordkeeping, Reporting and Payment</u>: CREDENTIALS shall maintain records of all service requests and responses provided. Such records shall indicate the identity of the individual involved, the name of the party making the inquiry, the nature of the response provided by CREDENTIALS and the date(s) of the inquiry and response.
  - a. Records required to be maintained by CREDENTIALS shall be protected from disclosure to any third parties in violation of the terms of this Agreement and be retained by CREDENTIALS until termination of this Agreement or any earlier date(s) to which CREDENTIALS and Institution may agree in writing.
  - b. Payment of all monies due to Institution shall be remitted on a monthly basis and shall be rendered within 30 days of the end of each calendar month along with a transaction journal detailing all activity. In the event that CREDENTIALS is

(11/16/09) SCC 10-015 SAC 10-040 4.10 (2) subsequently unable to collect on the funds previously remitted to INSTITUTION, INSTITUTION agrees to allow CREDENTIALS to withhold the uncollected amount from the following month's payment.

- 5. <u>Agency Appointment</u>: Institution hereby appoints CREDENTIALS as its agent for purposes of assuming duties that would otherwise be provided by Institution and providing the SERVICES specified in this Agreement. (see 34 CFR 99.3 "Educational Records") These SERVICES require CREDENTIALS to have access to both directory and personally identifiable information regarding Institution's graduates and attendees. As the agent of Institution, CREDENTIALS is subject to and must comply with the Family Educational Rights and Privacy Act (FERPA) and its prohibitions against disclosure of personally identifiable information of Education (ED). Institution shall assure that any personally identifiable information about its graduates and attendees is appropriately designated in any information provided to CREDENTIALS.
- 6. <u>Data Security:</u> CREDENTIALS' procedures will prevent release of information to any third parties in violation of FERPA, applicable (ED) regulations or the expressed objections of any present or former student(s) of Institution. CREDENTIALS agrees that it will not sell, distribute, release or disclose lists or other compilations consisting of information relating to Institution's graduates and attendees. CREDENTIALS will provide security for the integrity and confidentiality of the database and conduct periodic independent audits to verify security is maintained at satisfactory levels.
- 7 <u>PCI Compliance:</u> CREDENTIALS agrees to comply with the provisions outlined in the Payment Card Industry Data Security Standard (PCI DSS) and adhere to the merchant level vulnerability testing.
- 8. <u>Exclusivity</u>: Institution agrees, during the term of this Agreement, not to contract with any other party to provide a similar service as that provided herein by CREDENTIALS. Institution agrees to make a reasonable attempt to refer requests for SERVICES to CREDENTIALS during the term of this Agreement.
- 9. <u>Term</u>: The initial term of this Agreement shall be 5 years from the effective date July 27, 2010 and will be renewed for succeeding one-year periods unless sooner terminated.
- 10. Termination: This Agreement will terminate:
  - a. At the end of the term specified in Paragraph 9 or at the end of any succeeding one year period, provided either party delivers written notice of termination at least 90 days before the end of the period; or
  - b. Upon failure of a party in breach of any material term of this Agreement to cure the breach within 30 days of delivery of a written notice of breach from the other party; or
  - c. At any time and without cause upon 90 days written notice of termination delivered by either party to the other.

Upon termination of this Agreement:

- a. Any student records provided by Institution and maintained by CREDENTIALS shall be returned to Institution or destroyed by CREDENTIALS.
- b. Institution will remove all Automated Interface software from its personal computing devices and provide CREDENTIALS with a letter certifying removal.
- Force Majeure: The failure of either party to fulfill its obligations under this Agreement shall not be considered a breach of this Agreement if such failure is caused by unforeseen events beyond the control of the non-performing party, including acts of God, acts of war, rebellion or sabotage or unpreventable mechanical failure.
- 12. Audit: Institution shall have the right to inspect CREDENTIALS' books, records and information management systems to assure Institution of CREDENTIALS' ability to carry out its obligations under this Agreement, and meet Institution's standards of integrity, confidentiality and security. Audits may be undertaken no more than once per year upon reasonable notice to CREDENTIALS of not less than 30 days.
- Representations & Warranties (CREDENTIALS): CREDENTIALS represents and warrants that during the term of this Agreement it will be and remain in compliance with all applicable laws and regulations governing the SERVICES, and assure accuracy of reports furnished by CREDENTIALS and proper management of all files to maintain system integrity, accuracy, and security.
- 14. <u>Representations & Warranties (Institution)</u>: Institution represents and warrants that during the term of this Agreement the information furnished by Institution to CREDENTIALS will be accurate.
- 15. <u>Mutual Indemnification</u>: Each party agrees to hold the other harmless from any monies paid as a result of third party claims arising out of breach of its respective representations, warranties and agreements herein.
- 16. <u>Insurance</u>: CREDENTIALS agrees to maintain Worker's Compensation at the Statutory Limits and Comprehensive General Liability insurance in the amount of \$1,000,000.00 per occurrence with companies acceptable to the Institution. CREDENTIALS further agrees to provide the Institution with a Certificate of Insurance upon written request from the Institution.
- 17 <u>Confidentiality of Agreement</u>: The terms and conditions of this Agreement as well as the intellectual property and systemic capabilities of the service shall be kept confidential and shall not be disclosed to any third party except where required by state public records statutes. Nothing herein shall prohibit either party from disclosing or publicizing the fact that the parties have entered into this Agreement and the nature of the SERVICES provided.

(11/16/09) SCC 10-015 SAC 10-040 18. <u>Controlling Law</u>: This Agreement shall be construed under the laws of California except its conflict of laws rules which shall not be applied.

Credentials Inc.	Rancho Santiago Community College District						
Ву:	By:		*				
Name:	Name:	Peter J. Hardash					
Title:	Title:	Vice Chancellor, Business Open Services	ations and Fiscal				
Dated:	Dated:		<u> </u>				

ē \*

(11/16/09) SCC 10-015 SAC 10-040

4.10 (4)

# No. 5.1

# AP0020

**Check Registers Submitted for Approval** Checks Written for Period 06/17/10 thru 07/16/10

Board Meeting of 07/26/10

Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47493	General Fund Unrestricted	33,616.89	0.00	33,616.89	92*0251104	92*0251109
47495	General Fund Unrestricted	21,799.62	0.00	21,799.62	92*0251114	92*0251116
47496	General Fund Unrestricted	1,366.80	0.00	1,366.80	92*0251117	92*0251122
47498	General Fund Unrestricted	18,090.33	0.00	18,090.33	92*0251133	92*0251135
47499	General Fund Unrestricted	1,705.69	0.00	1,705.69	92*0251136	92*0251141
47500	General Fund Unrestricted	465.80	0.00	465.80	92*0251146	92*0251152
47501	General Fund Unrestricted	3,667.51	0.00	3,667.51	92*0251154	92*0251160
47502	General Fund Unrestricted	20,967.08	0.00	20,967.08	92*0251162	92*0251163
47510	General Fund Unrestricted	. 684.71	0.00	684.71	92*0251178	92*0251178
47511	General Fund Unrestricted	548.00	0.00	548.00	92*0251179	92*0251183
47512	General Fund Unrestricted	14,362.34	0.00	14,362.34	92*0251186	92*0251186
47513	General Fund Unrestricted	21,968.22	0.00	21,968.22	92*0251187	92*0251189
47514	General Fund Unrestricted	3,876.43	0.00	3,876.43	92*0251190	92*0251193
47515	General Fund Unrestricted	6,068.49	0.00	6,068.49	92*0251196	92*0251199
47516	General Fund Unrestricted	2,832.50	0.00	2,832.50	92*0251201	92*0251203
47517	General Fund Unrestricted	1,891.71	0.00	1,891.71	92*0251204	92*0251209
518	General Fund Unrestricted	1,198.83	0.00	1,198.83	92*0251210	92*0251214
47520	General Fund Unrestricted	8,616.58	0.00	8,616.58	92*0251219	92*0251222
47522	General Fund Unrestricted	66,430.06	0.00	66,430.96	92*0251228	92*0251230
47523	General Fund Unrestricted	63,687.25	0.00	63,687.25	92*0251231	92*0251232
47524	General Fund Unrestricted	10,527.35	0.00	10,527.35	92*0251233	92*0251234
47525	General Fund Unrestricted	2,092.48	0.00	2,092.48	92*0251235	92*0251239
47527	General Fund Unrestricted	3,133.55	0.00	3,133:55	92*0251250	92*0251257
47528	General Fund Unrestricted	21,990.00	0.00	21,990.00	92*0251258	92*0251258
47537	General Fund Unrestricted	569.00	0.00	569.00	92*0251283	92*0251286
47538	General Fund Unrestricted	19,676.38	0.00	19,676.38	92*0251287	92*0251287
47539	General Fund Unrestricted	617.60	0.00	617.60	92*0251288	92*0251292
47544	General Fund Unrestricted	5,020.17	0.00	5,020.17	92*0251315	92*0251320
47545	General Fund Unrestricted	691.85	0.00	691.85	92*0251324	92*0251325
47547	General Fund Unrestricted	3,330.11	0.00	3,330.11	92*0251329	92*0251334
47548	General Fund Unrestricted	47,629.75	0.00	47,629.75	92*0251335	92*0251335
47549	General Fund Unrestricted	105,109.10	0.00	105,109.10	92*0251336	92*0251341
City of Vernor 47550	n General Fund Unrestricted	1,014.63	0.00	1,014.63	92*0251342	92*0251347
~7552	General Fund Unrestricted	19,008.20	0.00	19,008.20		92*0251350
553	General Fund Unrestricted	7,499.00	0.00	7,499.00		92*0251352
47555	General Fund Unrestricted	1,244.00	0.00	1,244.00		92*0251359
47556	General Fund Unrestricted	19,494.54	0.00	19,494.54	92*0251360	92*0251361 5.1 (1)
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## Board Meeting of 07/26/10 Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10

AP0020 Page: 2

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47557	General Fund Unrestricted	14,432.76	0.00	14,432.76	92*0251362	92*0251368
47558	General Fund Unrestricted	1,323.00	0.00	1,323.00	92*0251369	92*0251373
47564	General Fund Unrestricted	13,686.00	0.00	13,686.00	92*0251390	92*0251407
47565	General Fund Unrestricted	31,210.50	0.00	31,210.50	92*0251408	92*0251435
47566	General Fund Unrestricted	1,238.70	0.00	1,238.70	92*0251436	92*0251447
47579	General Fund Unrestricted	2,024.37	0.00	2,024.37	92*0251582	92*0251585
47580	General Fund Unrestricted	25,211.56	0.00	25,211.56	92*0251586	92*0251589
47581	General Fund Unrestricted	3,226.54	0.00	3,226.54	92*0251591	92*0251591
47582	General Fund Unrestricted	1,145.65	0.00	1,145.65	92*0251594	92*0251599
47583	General Fund Unrestricted	2,120.37	0.00	2,120.37	92*0251600	92*0251601
47584	General Fund Unrestricted	5,059.08	0.00	5,059.08	92*0251604	92*0251606
47585	General Fund Unrestricted	37,598.44	0.00	37,598.44	92*0251607	92*0251607
47586	General Fund Unrestricted	751.00	0.00	751.00	92*0251609	92*0251614
47587	General Fund Unrestricted	840.50	0.00	840.50	92*0251616	92*0251619
47588	General Fund Unrestricted	17,777.50	0.00	17,777.50	92*0251620	92*0251621
47591	General Fund Unrestricted	1,927.90	0.00	1,927.90	92*0251642	92*0251643
47592	General Fund Unrestricted	2,856.22	0.00	2,856.22	92*0251644	92*0251644
47593	General Fund Unrestricted	10,784.57	0.00	10,784.57	92*0251647	92*0251648
47601	General Fund Unrestricted	1,323.00	0.00	1,323.00	92*0251663	92*0251670
47602	General Fund Unrestricted	701.00	0.00	701.00	92*0251671	92*0251674
47604	General Fund Unrestricted	10,221.00	0.00	10,221.00	92*0251677	92*0251691
47605	General Fund Unrestricted	20,709.00	0.00	20,709.00	92*0251692	92*0251719
47606	General Fund Unrestricted	10,443.00	0.00	10,443.00	92*0251720	92*0251739
47607	General Fund Unrestricted	510.00	0.00	510.00	92*0251740	92*0251744
47608	General Fund Unrestricted	65,373.75	0.00	65,373.75	92*0251748	92*0251748
47609	General Fund Unrestricted	6,831.08	0.00	6,831.08	92*0251749	92*0251752
47610	General Fund Unrestricted	2,751.57	0.00	2,751.57	92*0251753	92*0251759
47611	General Fund Unrestricted	817.99	0.00	817.99	92*0251760	92*0251761
47612	General Fund Unrestricted	24,838.48	0.00	24,838.48	92*0251762	92*0251763
47613	General Fund Unrestricted	6,254.91	0.00	6,254.91	92*0251764	92*0251772
47614	General Fund Unrestricted	27,250.00	0.00	27,250.00	92*0251773	92*0251773
47620	General Fund Unrestricted	16,808.72	0.00	16,808.72	92*0251786	92*0251788
47622	General Fund Unrestricted	287.20	0.00	287.20	92*0251795	92*0251797
47625	General Fund Unrestricted	20,718.00	0.00	20,718.00	92*0251802	92*0251826
47626	General Fund Unrestricted	4,109.50	0.00	4,109.50	92*0251827	92*0251840
47628	General Fund Unrestricted	159.86	0.00	159.86	92*0251847	92*0251847
47630	General Fund Unrestricted	96,858.02	0.00	96,858.02	02*0251852	92*0251855

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**Environment:** Production

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# Board Meeting of 07/26/10 **Check Registers Submitted for Approval**

AP0020 Page: 3

47635       General Fund Unrestricted       7,064.73       0.00       7,064 73       92*0251868       92*0251868       92*0251868         47638       General Fund Unrestricted       19,988.38       0.00       19,988.38       92*0251884       92*0251884       92*0251886       92*0251891       92*0251891       92*0251915       92*0251915       92*0251915       92*0251915       92*0251915       92*0251915       92*0251931       92*0251931       92*0251931       92*0251931       92*0251933       92*0251931       92*0251931       92*0251931       92*0251931       92*0251931       92*0251931       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251935       92*0251935       92*0251935       92*0251935       92*0251935	Checks Written for Period 06/17/10 thru 07/16/10							
47632         General Fund Unrestricted         35,515.07         0.00         35,515.07         92*0251859         92*0251869         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*0251969         92*02	Register #	Fund Title	Amount					
47833       General Fund Unrestricted       3,366.67       0.00       3,366.67       92*0251861       92*0251861       92*0251868       92*0251868       92*0251868       92*0251868       92*0251888       92*0251888       92*0251888       92*0251888       92*0251888       92*0251888       92*0251888       92*0251888       92*0251888       92*0251888       92*0251888       92*0251888       92*0251888       92*0251889       92*0251889       92*0251889       92*0251889       92*0251889       92*0251889       92*0251889       92*0251889       92*0251889       92*0251892       92*0251892       92*0251892       92*0251892       92*0251893       92*02519189       92*02519189       92*0251913       92*0251913       92*0251913       92*0251933       92*0251921       92*0251933       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*02519453       92*0251945       92*0251945		and the second						
47635       General Fund Unrestricted       7,064.73       0.00       7,064 73       92*0251868       92*0251868       92*0251880         47638       General Fund Unrestricted       18,988.38       0.00       18,988.38       92*0251884       92*0251884       92*0251884       92*0251886       92*0251893       92*0251893       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251931       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251943       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943	47633	General Fund Unrestricted	3,366.67	0.00	3,366.67	92*0251861	92*0251866	
47638       General Fund Unrestricted       19,988.38       0.00       19,988.38       92*0251880       92*0251886         47639       General Fund Unrestricted       280.12       0.00       18,138.20       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251895       92*0251902       92*0251902       92*0251913       92*0251913       92*0251913       92*0251915       92*0251915       92*0251915       92*0251915       92*0251915       92*0251915       92*0251915       92*0251915       92*0251915       92*0251933       92*0251933       92*0251933       92*0251933       92*0251934       92*0251933       92*0251933       92*0251934       92*0251933       92*0251933       92*0251935       92*0251935       92*0251933       92*0251933       92*0251933       92*0251935       92*0251935       92*0251935       92*0251935       92*0251935       92*0251935       92*0251935       92*0251935       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0251936       92*0252016       92*0252016       92*0252016       92*0252016	47635	General Fund Unrestricted	7,064.73	0.00	7,064 73			
47840       General Fund Unrestricted       16,136.20       0.00       16,136.20       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251885       92*0251902       92*0251902       92*0251913       92*0251913       92*0251913       92*0251913       92*0251915       92*0251915       92*0251915       92*0251931       92*0251931       92*0251931       92*0251931       92*0251931       92*0251931       92*0251931       92*0251932       92*0251933       92*0251932       92*0251933       92*0251932       92*0251933       92*0251942       47653       General Fund Unrestricted       1,054.10       0.00       1,054.10       92*0251959       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001<	47638	General Fund Unrestricted	19,988.38	0.00	19,988.38			
47841       General Fund Unrestricted       2,834.96       0.00       2,834.96       92*0251889       92*0251892         47644       General Fund Unrestricted       7,141.36       0.00       7,141.36       92*0251902       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251915       92*0251915       92*0251915       92*0251915       92*0251931       92*0251931       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251952       47655       General Fund Unrestricted       1,044.10       0.00       1,054.10       92*0251933       92*0251953       92*0252001       92*0252001       92*0252019	47639	General Fund Unrestricted	280.12	0.00	280.12	92*0251884	92*0251884	
47644       General Fund Unrestricted       7,141.36       0.00       7,141.36       92*0251902       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251913       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251933       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251943       92*0251945       92*0251943       92*0251943       92*0251945       92*0251943       92*0251945       92*0251945       92*0251943       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0251945       92*0252016       92*0252010       92*0252040       92*0252040       92*0252040       92*0252040       92*0252040       92*0252040       92*0252026       92*0252026       92*0252026 <td>47640</td> <td>General Fund Unrestricted</td> <td>16,136.20</td> <td>0.00</td> <td>16,136.20</td> <td>92*0251885</td> <td>92*0251887</td>	47640	General Fund Unrestricted	16,136.20	0.00	16,136.20	92*0251885	92*0251887	
47647       General Fund Unrestricted       2,245.37       0.00       2,245.37       92*0251913       92*0251913       92*0251915       92*0251915       92*0251915       92*0251921         47650       General Fund Unrestricted       9,700.00       0.00       9,700.00       92*0251933       92*0251933       92*0251933       92*0251933       92*0251942         47652       General Fund Unrestricted       1,054.10       0.00       1,054.10       92*0251943       92*0251953       92*0251953       92*0251953       92*0251953       92*0251953       92*0251953       92*0251953       92*0251963       92*0251963       92*0251963       92*0251969       92*0251963       92*0251969       92*0251969       92*0251969       92*0251969       92*0251969       92*0251969       92*0251969       92*0251969       92*0251969       92*0251969       92*0251969       92*0251969       92*0251969       92*0252005       92*0251969       92*0252005       92*0251969       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252003       92*0252003       92*0252003       92*0252020       92*0252003       92*0252005       92*0252004       92*0252004       92*0252004       92*0252004       92*0252004       92*0252004       92*0252004       92*0252003       92*0252002       9	47641	General Fund Unrestricted	2,834.96	0.00	2,834.96	92*0251889	92*0251892	
47648       General Fund Unrestricted       6,129.29       0.00       6,129.29       92*0251915       92*0251915       92*0251930       92*0251930       92*0251930       92*0251930       92*0251930       92*0251933       92*0251933       92*0251942         47650       General Fund Unrestricted       1,054.10       0.00       1,054.10       92*0251933       92*0251943       92*0251943       92*0251943       92*0251959         47653       General Fund Unrestricted       1,243.00       0.00       1,243.00       92*0251969       92*0252019       92*0252019       92*0252019       92*0252019       92*0252019       92*0252019       92*0252019       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       92*0252001       9	47644	General Fund Unrestricted	7,141.36	0.00	7,141.36	92*0251902	92*0251903	
47650       General Fund Unrestricted       9,700.00       9,700.00       92*0251930       92*0251930       92*0251933       92*0251942         47652       General Fund Unrestricted       1,054.10       0.00       1,054.10       92*0251933       92*0251942         47653       General Fund Unrestricted       2,209.00       0.00       2,209.00       92*0251953       92*0251953       92*0251953       92*0251960       92*0251960       92*0251963       92*0251960       92*0251960       92*0251963       92*0251960       92*0251960       92*0251963       92*0251960       92*0251963       92*0251960       92*0252000       School Web Svcs       47668       General Fund Unrestricted       54,186.00       0.00       54,186.00       92*0252016       92*0252006       92*0252006       92*0252006       92*0252006       92*0252026       92*0252026       92*0252026       92*0252026       92*0252026       92*0252026       92*0252026       92*0252026       92*0252026       92*0252026 <td>47647</td> <td>General Fund Unrestricted</td> <td>2,245.37</td> <td>0.00</td> <td>2,245.37</td> <td>92*0251913</td> <td>92*0251914</td>	47647	General Fund Unrestricted	2,245.37	0.00	2,245.37	92*0251913	92*0251914	
47652       General Fund Unrestricted       1,054.10       0.00       1,054.10       92*0251933       92*0251943         47653       General Fund Unrestricted       2,209.00       0.00       2,209.00       92*0251943       92*0251953         47654       General Fund Unrestricted       1.243.00       0.00       1,243.00       92*0251953       92*0251969         47655       General Fund Unrestricted       16,963.85       0.00       16,963.85       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0252000       School Web Svcs         47668       General Fund Unrestricted       54,186.00       0.00       54,186.00       92*0252001       92*0252003       92*0252005         57671       General Fund Unrestricted       54,858.61       0.00       54,858.61       92*0252016       92*0252022         47673       General Fund Unrestricted       661.24       0.00       661.24       92*0252016       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032	47648	General Fund Unrestricted	6,129.29	0.00	6,129.29	92*0251915	92*0251921	
47653       General Fund Unrestricted       2,209.00       0.00       2,209.00       92*0251943       92*0251953         47654       General Fund Unrestricted       1.243.00       0.00       1,243.00       92*0251953       92*0251953       92*0251953       92*0251953       92*0251960       92*0251960       92*0251996       92*0251997       92*0251998       92*0251997       92*0251998       92*0251997       92*0251998       92*0251998       92*0251999       92*0251998       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0251999       92*0252000       92*0251999       92*0252000       92*0251999       92*0252001       92*0252001       92*0252000       92*0252000       92*0252001       92*0252000       92*0252001       92*0252000       92*0252000       92*0252000       92*0252000       92*0252000       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252022       47673       General Fund Unrestricted       661.24       0.00       661.24       92*0252016       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032       92*0252032 <t< td=""><td>47650</td><td>General Fund Unrestricted</td><td>9,700.00</td><td>0.00</td><td>9,700.00</td><td>92*0251930</td><td>92*0251931</td></t<>	47650	General Fund Unrestricted	9,700.00	0.00	9,700.00	92*0251930	92*0251931	
47654       General Fund Unrestricted       1.243.00       0.00       1,243.00       92*0251953       92*0251963         47655       General Fund Unrestricted       367.00       0.00       367.00       92*0251963       92*0251963         47666       General Fund Unrestricted       16,963.85       0.00       16,963.85       92*0251997       92*0252000         School Web Svcs       129,360.00       0.00       54,186.00       92*0252001       92*0252001       92*0252001         47670       General Fund Unrestricted       54,186.00       0.00       54,858.61       92*0252006       92*0252006         5an Bernardino       County       47673       General Fund Unrestricted       661.24       0.00       661.24       92*0252032       92*0252032       92*0252032       92*0252032         47675       General Fund Unrestricted       3,070.02       0.00       3,070.02       92*025203	47652	General Fund Unrestricted	1,054.10	0.00	1,054.10	92*0251933	92*0251942	
47655       General Fund Unrestricted       367.00       0.00       367.00       92*0251960       92*0251960       92*0251963         47666       General Fund Unrestricted       16,963.85       0.00       16,963.85       92*0251997       92*0251998       92*0251998       92*0251998       92*0251998       92*0251998       92*025000         School Web Svcs       47668       General Fund Unrestricted       54,186.00       0.00       54,186.00       92*0252001       92*0252001       92*0252001         47670       General Fund Unrestricted       54,858.61       0.00       54,858.61       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252006       92*0252022       47673       General Fund Unrestricted       661.24       0.00       681.24       92*0252032       92*025	47653	General Fund Unrestricted	2,209.00	0.00	2,209.00	92*0251943	92*0251952	
47666       General Fund Unrestricted       16,963.85       0.00       16,963.85       92*0251997       92*0251998         7667       General Fund Unrestricted       129,360.00       0.00       129,360.00       92*0252001       92*0252000         School Web Svcs       47668       General Fund Unrestricted       54,186.00       0.00       54,186.00       92*0252001       92*0252001       92*0252001         47670       General Fund Unrestricted       54,858.61       0.00       54,858.61       92*0252006       92*0252006         57671       General Fund Unrestricted       145,085.20       0.00       145,085.20       92*0252022       92*0252032       92*0252032         47675       General Fund Unrestricted       661.24       0.00       661.24       92*0252032       92*0252032       92*0252032         47675       General Fund Unrestricted       3,070.02       0.00       3,070.02       92*0252037       92*0252049       92*0252043         47676       General Fund Unrestricted       3,070.02       0.00       3,69.9       92*0252044       92*0252044       92*0252044       92*0252044       92*0252044       92*0252044       92*0252044       92*0252044       92*0252044       92*0252044       92*0252044       92*0252049       92*0252049 <t< td=""><td>47654</td><td>General Fund Unrestricted</td><td>1.243.00</td><td>0.00</td><td>1,243.00</td><td>92*0251953</td><td>92*0251959</td></t<>	47654	General Fund Unrestricted	1.243.00	0.00	1,243.00	92*0251953	92*0251959	
7667         General Fund Unrestricted         129,360.00         0.00         129,360.00         92*0251999         92*0252000           School Web Svcs         47668         General Fund Unrestricted         54,186.00         0.00         54,186.00         92*0252001         92*0252001         92*0252001           47670         General Fund Unrestricted         54,858.61         0.00         54,858.61         92*0252003         92*0252006         92*0252006         92*0252006           47671         General Fund Unrestricted         145,085.20         0.00         145,085.20         92*0252016         92*0252022           47673         General Fund Unrestricted         661.24         0.00         661.24         92*0252032         92*0252032           47675         General Fund Unrestricted         3,070.02         0.00         3,070.02         92*0252037         92*0252040           47676         General Fund Unrestricted         3,76.99         0.00         3,609.28         92*0252041         92*0252043           47676         General Fund Unrestricted         3,509.28         0.00         3,509.28         92*0252047         92*0252043           47679         General Fund Unrestricted         729.22         0.00         729.22         92*0252069         92*0252069	47655	General Fund Unrestricted	367.00	0.00	367.00	92*0251960	92*0251963	
School Web Svcs         47688         General Fund Unrestricted         54,186.00         0.00         54,186.00         92*0252001         92*0252003         92*0252003         92*0252005           47670         General Fund Unrestricted         54,858.61         0.00         54,858.61         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252006         92*0252022         47673         General Fund Unrestricted         661.24         0.00         661.24         92*0252032         92*0252037         92*0252037         92*0252037         92*0252037         92*0252037         92*0252037         92*0252041         92*0252043<	47666	General Fund Unrestricted	16,963.85	0.00	16,963.85	92*0251997	92*0251998	
47668General Fund Unrestricted54,186.000.0054,186.0092*025200192*025200347670General Fund Unrestricted54,858.610.0054,858.6192*025200392*025200647671General Fund Unrestricted145,085.200.00145,085.2092*025200692*025200647673General Fund Unrestricted661.240.00661.2492*025201692*025202247675General Fund Unrestricted3,070.020.003,070.0292*025203292*025203247676General Fund Unrestricted376.990.00376.9992*025203792*025204047677General Fund Unrestricted64,911.100.0064,911.1092*025204792*025204347678General Fund Unrestricted3,509.280.003,509.2892*025204992*025204947679General Fund Unrestricted729.220.00729.2292*025204992*025205947680General Fund Unrestricted14,580.360.0014,580.3692*025206492*025206947681General Fund Unrestricted14,72.300.001,472.3092*025206192*025206247683General Fund Unrestricted6,637.140.006,637.1492*025207092*025207947686General Fund Unrestricted1,551.130.001,551.1392*025207992*025207947686General Fund Unrestricted15,315.030.001,5315.0392*025207992*025207947686General Fund Unrestricted<	7667	General Fund Unrestricted	129,360.00	0.00	129,360.00	92*0251999	92*0252000	
47670General Fund Unrestricted54,858.610.0054,858.6192*025200392*025200547671General Fund Unrestricted145,085.200.00145,085.2092*025200692*0252006San Bernardino County47673General Fund Unrestricted661.240.00661.2492*025201692*025202247675General Fund Unrestricted3,070.020.003,070.0292*025203292*025203292*025203247676General Fund Unrestricted3,070.020.003,070.0292*025203792*025204047677General Fund Unrestricted64,911.100.0064,911.1092*025204192*025204347678General Fund Unrestricted3,509.280.003,509.2892*025204792*025205347680General Fund Unrestricted2,129.280.002,129.2892*025206992*025206947681General Fund Unrestricted1,4,580.360.001,4,580.3692*025206192*025206247682General Fund Unrestricted1,4,72.300.001,4,72.3092*025206392*025206947684General Fund Unrestricted1,551 130.001,551.1392*025207992*025207947686General Fund Unrestricted15,315.030.001,5315.0392*025208992*025207947686General Fund Unrestricted6,377.460.006,377.4692*025208992*0252089								
47671General Fund Unrestricted145,085.200.00145,085.2092*025200692*0252006San Bernardino County47673General Fund Unrestricted661.240.00661.2492*025201692*025203247675General Fund Unrestricted3,070.020.003,070.0292*025203292*025203247676General Fund Unrestricted376.990.00376.9992*025204192*025204147677General Fund Unrestricted64,911.100.0064,911.1092*025204792*025204347678General Fund Unrestricted3,509.280.003,509.2892*025204792*025204847679General Fund Unrestricted729.220.00729.2292*025205492*025205347680General Fund Unrestricted2,129.280.002,129.2892*025206492*025206447681General Fund Unrestricted14,580.360.0014,580.3692*025206492*025206447682General Fund Unrestricted1,472.300.001,472.3092*025206492*025206447684General Fund Unrestricted1,551 130.001,531.1392*025207092*025207747685General Fund Unrestricted15,315.030.0015,315.0392*025207992*025207947686General Fund Unrestricted6,377.460.006,377.4692*025208092*0252089			54,186.00	0.00	54,186.00	92*0252001	92*0252001	
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47673General Fund Unrestricted661.240.00661.2492*025201692*025202247675General Fund Unrestricted3,070.020.003,070.0292*025203292*025203247676General Fund Unrestricted376.990.00376.9992*025203792*025204047677General Fund Unrestricted64,911.100.0064,911.1092*025204192*025204347678General Fund Unrestricted3,509.280.003,509.2892*025204792*025204347679General Fund Unrestricted729.220.00729.2292*025205492*025205347680General Fund Unrestricted2,129.280.002,129.2892*025206092*025206947681General Fund Unrestricted14,580.360.0014,580.3692*025206192*025206247682General Fund Unrestricted1,472.300.001,472.3092*025206392*025206247683General Fund Unrestricted1,551.130.001,551.1392*025207992*025207747685General Fund Unrestricted15,315.030.0015,315.0392*025207992*025207947686General Fund Unrestricted6,377.460.006,377.4692*025208092*0252080	47671	General Fund Unrestricted	145,085.20	0.00	145,085.20	92*0252006	92*0252006	
47675General Fund Unrestricted3,070.020.003,070.0292*025203292*025203247676General Fund Unrestricted376.990.00376.9992*025203792*025204047677General Fund Unrestricted64,911.100.0064,911.1092*025204192*025204347678General Fund Unrestricted3,509.280.003,509.2892*025204792*025204847679General Fund Unrestricted729.220.00729.2292*025204992*025205347680General Fund Unrestricted2,129.280.002,129.2892*025205492*025205947681General Fund Unrestricted14,580.360.0014,580.3692*025206192*025206247682General Fund Unrestricted1,472.300.001,472.3092*025206392*025206947683General Fund Unrestricted1,551.130.001,551.1392*025207992*025207747685General Fund Unrestricted1,551.130.001,551.1392*025207992*025207947686General Fund Unrestricted15,315.030.001,5315.0392*025207992*025207947686General Fund Unrestricted6,377.460.006,377.4692*025208092*0252083			661.24	0.00	661.24	92*0252016	92*0252022	
47676General Fund Unrestricted376.990.00376.9992*025203792*025204047677General Fund Unrestricted64,911.100.0064,911.1092*025204192*025204347678General Fund Unrestricted3,509.280.003,509.2892*025204792*025204847679General Fund Unrestricted729.220.00729.2292*025204992*025205347680General Fund Unrestricted2,129.280.002,129.2892*025205492*025205947681General Fund Unrestricted14,580.360.0014,580.3692*025206192*025206247682General Fund Unrestricted1,472.300.001,472.3092*025206392*025206247683General Fund Unrestricted1,551.130.001,551.1392*025207092*025207747684General Fund Unrestricted15,315.030.001,5315.0392*025207992*025207947686General Fund Unrestricted6,377.460.006,377.4692*025208092*0252083								
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47680General Fund Unrestricted2,129.280.002,129.2892*025205492*025205947681General Fund Unrestricted14,580.360.0014,580.3692*025206092*025206047682General Fund Unrestricted1,472.300.001,472.3092*025206192*025206247683General Fund Unrestricted6,637.140.006,637.1492*025206392*025206947684General Fund Unrestricted1,551 130.001,551.1392*025207092*025207747685General Fund Unrestricted15,315.030.0015,315.0392*025207992*025207947686General Fund Unrestricted6,377.460.006,377.4692*025208092*0252083								
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47685General Fund Unrestricted15,315.030.0015,315.0392*025207992*025207947686General Fund Unrestricted6,377.460.006,377.4692*025208092*0252083								
47686 General Fund Unrestricted 6,377.46 0.00 6,377.46 92*0252080 92*0252083								
			and the second se					
	687	General Fund Unrestricted	43,074.55	0.00	43,074.55			

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**General Fund Unrestricted** 

**General Fund Unrestricted** 

Environment: Production

63,128.75

10,083.33

0.00

0.00

63,128.75

10,083.33

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92\*0252094 92\*0252095

92\*0252096 92\*0252098

# Board Meeting of 07/26/10 Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10

AP0020

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47691	General Fund Unrestricted	40,558.80	0.00	40,558.80	92*0252099	92*0252101
47692	General Fund Unrestricted	73,320.25	0.00	73,320.25	92*0252102	92*0252104
47694	General Fund Unrestricted	4,952.39	0.00	4,952.39	92*0252108	92*0252112
47699	General Fund Unrestricted	1,453,626.32	0.00	1,453,626.32	92*0252120	92*0252121
Anthem Blue			100			
47700	General Fund Unrestricted	76,996.52	0.00	76,996.52		92*0252124
47701	General Fund Unrestricted	2,757.33	0.00	2,757.33		92*0252141
47702	General Fund Unrestricted	1,984.50	0.00	1,984.50		92*0252156
47703	General Fund Unrestricted	1,872.15	0.00	1,872.15		92*0252170
47704	General Fund Unrestricted	2,431.75	0.00	2,431.75	92*0252171	92*0252184
47705	General Fund Unrestricted	1,472.20	0.00	1,472.20	92*0252185	92*0252197
47708	General Fund Unrestricted	177,992.10	0.00	177,992.10	92*0252203	92*0252204
-	nty Fire Authority General Fund Unrestricted	31,985.50	0.00	31,985.50	92*0252244	92*0252244
47713	General Fund Unrestricted	11,440.49	0.00	11,440.49		92*0252261
47716	General Fund Unrestricted	6,120.00	0.00	6,120.00		92*0252270
47718	General Fund Unrestricted	28,135.48	0.00	28,135.48		92*0252270
17719	General Fund Unrestricted	18,037.97	0.00	18,037.97		92*0252279
7720		24,879.92	0.00	24,879.92		92*0252283
17721	General Fund Unrestricted	420.16	0.00	420.16		92*0252287
17722	General Fund Unrestricted		0.00	10,517.64		92*0252291
47723	General Fund Unrestricted	10,517.64	0.00	413.04		92*0252297
17724	General Fund Unrestricted	413.04	0.00	2,944.98		92*0252297
47726	General Fund Unrestricted	2,944.98	0.00	2,944.96		92*0252301
47730	General Fund Unrestricted	797.66				92*0252311
17731	General Fund Unrestricted	1,754.71	0.00	1,754.71		
47733	General Fund Unrestricted	354.99	0.00	354.99		92*0252326
47735	General Fund Unrestricted	6,068.38	0.00	6,068.38		92*0252340
17736	General Fund Unrestricted	1,176.40	0.00	1,176.40		92*0252344
47737	General Fund Unrestricted	3,723.78	0.00	3,723.78		92*0252352
47738	General Fund Unrestricted	1,582.76	0.00	1,582.76		92*0252359
47739	General Fund Unrestricted	11,800.00	0.00	11,800.00		92*0252360
47740	General Fund Unrestricted	135,087.23	0.00	135,087.23	92*0252361	92*0252364
Southwest C 47742	arpenters General Fund Unrestricted	559.01	0.00	559.01	92*0252378	92*0252378
	General Fund Unrestricted	1,577.20	0.00	1,577.20		92*0252386
47744	General Fund Unrestricted	28,845.61	0.00	28,845.61		92*0252580
47753			0.00			92*0252428
47754	General Fund Unrestricted	34,226.56		34,226.56		
47755	General Fund Unrestricted	18,176.00	0.00	18,176.00	92*0252458	92*025248

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**Environment:** Production

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# Board Meeting of 07/26/10 Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10

AP0020 Page: 5

		04				
Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47756	General Fund Unrestricted	21,533.00	0.00	21,533.00	92*0252486	92*0252513
47757	General Fund Unrestricted	21,625.00	0.00	21,625.00	92*0252514	92*0252542
47758	General Fund Unrestricted	23,050.00	0.00	23,050.00	92*0252543	92*025257
47759	General Fund Unrestricted	17,887.00	0.00	17,887.00	92*0252572	92*0252597
47760	General Fund Unrestricted	24,840.00	0.00	24,840.00	92*0252598	92*0252624
47761	General Fund Unrestricted	23,653.00	0.00	23,653.00	92*0252625	92*025265
47762	General Fund Unrestricted	23,975.00	0.00	23,975.00	92*0252652	92*025267
47763	General Fund Unrestricted	20,465.89	0.00	20,465.89	92*0252679	92*025270
47764	General Fund Unrestricted	23,901.00	0.00	23,901.00	92*0252706	92*025273
47765	General Fund Unrestricted	20,087.00	0.00	20,087.00	92*0252733	92*025275
47766	General Fund Unrestricted	22,478.00	0.00	22,478.00	92*0252760	92*025278
47767	General Fund Unrestricted	23,369.00	0.00	23,369.00	92*0252788	92*025281
47768	General Fund Unrestricted	24,029.08	0.00	24,029.08	92*0252815	92*025284
47769	General Fund Unrestricted	19,648.00	0.00	19,648.00	92*0252843	92*025287
47770	General Fund Unrestricted	20,410.00	0.00	20,410.00	92*0252871	92*025289
47771	General Fund Unrestricted	18,080.00	0.00	18,080.00	92*0252896	92*025291
772	General Fund Unrestricted	2,100.00	0.00	2,100.00	92*0252918	92*025292
47773	General Fund Unrestricted	13,152.47	0.00	13,152.47	92*0252922	92*025292
47775	General Fund Unrestricted	1,258.50	0.00	1,258.50	92*0252927	92*025293
47776	General Fund Unrestricted	396,798.00	0.00	396,798.00	92*0252939	92*025294
Datatel Inc 47777	General Fund Unrestricted	214,816.00	0.00	214,816.00	92*0252941	92*025294
Foundation fo						
47778 -	General Fund Unrestricted	10,110.36	0.00	10,110.36	92*0252942	92*025294
47779	General Fund Unrestricted	4,948.00	0.00	4,948.00	92*0252943	92*025294
47782	General Fund Unrestricted	4,038.37	0.00	4,038.37	92*0252951	92*025295
47784	General Fund Unrestricted	3,097.11	0.00	3,097.11	92*0252959	92*025296
47785	General Fund Unrestricted	3,233.40	0.00	3,233.40	92*0252965	92*025296
47786	General Fund Unrestricted	1,754 19	0.00	1,754 19	92*0252969	92*025297
47788	General Fund Unrestricted	62.88	0.00	62.88	92*0252983	92*025298
47796	General Fund Unrestricted	3.549.68	0.00	3,549.68	92*0253000	92*025300
47797	General Fund Unrestricted	1,400.00	0.00	1,400.00	92*0253009	92*025300
47798	General Fund Unrestricted	2,900.00	0.00	2,900.00	92*0253013	92*025301
	General Fund Unrestricted	373.86	0.00	373.86	92*0253015	92*025301
47799	One and Eurod Lineartwated	4,260.63	0.00	4,260.63	92*0253016	92*025301
	General Fund Unrestricted					
	General Fund Unrestricted	136.35	0.00	136.35	92*0253020	92*025302
47799 47800 802 47803		136.35 270.22	0.00 0.00	136.35 270.22	92*0253020 92*0253024	

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**Environment:** Production

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## Board Meeting of 07/26/10 **Check Registers Submitted for Approval** Checks Written for Period 06/17/10 thru 07/16/10

AP0020 6

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47813	General Fund Unrestricted	590.08	0.00	590.08	92*0253063	92*025306
47815	General Fund Unrestricted	375.76	0.00	375.76	92*0253070	92*025307
47816	General Fund Unrestricted	12,000.00	0.00	12,000.00	92*0253072	92*025307
47817	General Fund Unrestricted	· 2,301.12	0.00	2,301.12	92*0253074	92*025307
47820	General Fund Unrestricted	79,942.60	0.00	79,942.60	92*0253086	92*025308
47824	General Fund Unrestricted	2,214.00	0.00	2,214.00	92*0253094	92*025309
47825	General Fund Unrestricted	14,837.00	0.00	14,837.00	92*0253095	92*025309
47826	General Fund Unrestricted	94.00	0.00	94.00	92*0253096	92*025309
47827	General Fund Unrestricted	20,050.00	0.00	20,050.00	92*0253100	92*025310
47828	General Fund Unrestricted	312.39	0.00	312.39	92*0253101	92*025310
47831	General Fund Unrestricted	3,329.50	0.00	3,329.50	92*0253107	92*025311
47833	General Fund Unrestricted	37,631.85	0.00	37,631.85	92*0253118	92*025311
47834	General Fund Unrestricted	10,020.32	0.00	10,020.32	92*0253119	92*025312
47835	General Fund Unrestricted	303.08	0.00	303.08	92*0253126	92*025312
47837	General Fund Unrestricted	50.00	0.00	50.00	92*0253128	92*025312
47838	General Fund Unrestricted	79,541.49	0.00	79,541.49	92*0253131	92*025313
47841	General Fund Unrestricted	206.75	0.00	206.75	92*0253138	92*025313

**Total Fund 11 General Fund Unrestricted** 

5,306,681.79

0.00 5,306,681.79

## Board Meeting of 07/26/10 Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47494	General Fund Restricted	195.00	0.00	195.00	92*0251110	92*0251112
47495	General Fund Restricted	8,576.22	0.00	8,576.22	92*0251113	92*0251113
47497	General Fund Restricted	23,187.22	0.00	23,187.22	92*0251123	92*0251132
47499	General Fund Restricted	1,764.41	0.00	1,764 41	92*0251142	92*0251145
47501	General Fund Restricted	125.00	0.00	125.00	92*0251153	92*0251161
47512	General Fund Restricted	11,588.50	0.00	11,588.50	92*0251184	92*0251185
47514	General Fund Restricted	815.63	0.00	815.63	92*0251194	92*0251194
47515	General Fund Restricted	3,235.75	0.00	3,235.75	92*0251195	92*0251200
47516	General Fund Restricted	1,035.00	0.00	1,035.00	92*0251202	92*0251202
47518	General Fund Restricted	271.64	0.00	271.64	92*0251211	92*0251211
47519	General Fund Restricted	14,377.38	0.00	14,377.38	92*0251215	92*0251218
47521	General Fund Restricted	2,634.83	0.00	2,634.83	92*0251223	92*0251227
47526	General Fund Restricted	5,858.05	0.00	5,858.05	92*0251240	92*0251249
47527	General Fund Restricted	2,042.53	0.00	2,042.53	92*0251254	92*0251255
47540	General Fund Restricted	41,259.00	0.00	41,259.00	92*0251293	92*0251293
47541	General Fund Restricted	1,979.11	0.00	1,979.11	92*0251294	92*0251298
542	General Fund Restricted	4,030.10	0.00	4,030.10	92*0251299	92*0251308
47543	General Fund Restricted	22,297.00	0.00	22;297.00	92*0251309	92*0251313
47544	General Fund Restricted	5,679.02	0.00	5,679.02	92*0251314	92*0251321
47545	General Fund Restricted	1,110.50	0.00	1,110.50	92*0251322	92*0251326
47546	General Fund Restricted	1,279.99	0.00	1,279.99	92*0251327	92*0251328
47550	General Fund Restricted	501.69	0.00	501.69	92*0251343	92*0251346
47551	General Fund Restricted	147,912.36	0.00	147,912.36	92*0251348	92*0251349
Regents of th	ne Univ of Calif					
47554	General Fund Restricted	687.75	0.00	687.75		92*0251354
47555	General Fund Restricted	889.94	0.00	889.94		92*0251357
47558	General Fund Restricted	3,445.55	0.00	3,445.55		92*0251372
47567	General Fund Restricted	1,180.00	0.00	1,180.00	92*0251448	92*0251458
47568	General Fund Restricted	1,050.00	0.00	1,050.00	92*0251459	92*0251469
47569	General Fund Restricted	1,040.00	0.00	1,040.00	92*0251470	92*0251479
47570	General Fund Restricted	910.00	0.00	910.00	92*0251480	92*0251489
47571	General Fund Restricted	940.00	0.00	940.00	92*0251490	92*0251499
47572	General Fund Restricted	660.00	0.00	660.00	92*0251500	92*0251508
47573	General Fund Restricted	1,160.00	0.00	1,160.00	92*0251509	92*0251520
~574	General Fund Restricted	930.00	0.00	930.00	92*0251521	92*0251533
-1575	General Fund Restricted	1,160.00	0.00	1,160.00	92*0251534	92*0251546
47576	General Fund Restricted	6,600.00	0.00	6,600.00	92*0251547	92*0251557
47577	General Fund Restricted	5,800.00	0.00	5,800.00		92*0251567
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#### Board Meeting of 07/26/10

**Check Registers Submitted for Approval** Checks Written for Period 06/17/10 thru 07/16/10 AP0020 8

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47578	General Fund Restricted	12,300.00	0.00	12,300.00	92*0251568	92*0251580
47579	General Fund Restricted	1,360.27	0.00	1,360.27	92*0251581	92*0251583
47581	General Fund Restricted	11,694.05	0.00	11,694.05	92*0251590	92*0251593
47582	General Fund Restricted	279.85	0.00	279.85	92*0251597	92*0251597
47583	General Fund Restricted	1,145.53	0.00	1,145.53	92*0251602	92*0251603
47584	General Fund Restricted	1,405.00	0.00	1,405.00	92*0251605	92*0251605
47586	General Fund Restricted	1,977.03	0.00	1,977.03	92*0251608	92*0251615
47589	General Fund Restricted	1,111.48	0.00	1,111.48	92*0251622	92*0251630
47590	General Fund Restricted	7,713.35	0.00	7,713.35	92*0251631	92*0251641
47592	General Fund Restricted	628.30	0.00	628.30	92*0251645	92*0251646
47603	General Fund Restricted	32,617.06	0.00	32,617.06	92*0251675	92*0251676
47607	General Fund Restricted	1,242.47	0.00	1,242.47	92*0251741	92*0251747
47609	General Fund Restricted	2,259.81	0.00	2,259.81	92*0251750	92*0251750
47610	General Fund Restricted	858.88	0.00	858.88	92*0251755	92*0251757
47613	General Fund Restricted	1,600.71	0.00	1,600.71	92*0251765	92*0251765
47621	General Fund Restricted	3,453.70	0.00	3,453.70	92*0251789	92*0251792
47622	General Fund Restricted	274.42	0.00	274.42	92*0251793	92*0251799 (
17623	General Fund Restricted	1,676.97	0.00	1,676.97	92*0251800	92*0251800
47624	General Fund Restricted	500.00	0.00	500.00	92*0251801	92*0251801
17627	General Fund Restricted	18,810.46	0.00	18,810.46	92*0251841	92*0251841
47628	General Fund Restricted	5,564.51	0.00	5,564.51	92*0251842	92*0251849
47629	General Fund Restricted	3,920.23	0.00	3,920.23	92*0251850	92*0251851
47631	General Fund Restricted	2,129.77	0.00	2,129.77	92*0251856	92*0251858
47634	General Fund Restricted	46,578.31	0.00	46,578.31	92*0251867	92*0251867
47636	General Fund Restricted	23,963.85	0.00	23,963.85	92*0251871	92*0251871
47637	General Fund Restricted	26,017.61	0.00	26,017.61	92*0251872	92*0251879
47639	General Fund Restricted	644.24	0.00	644.24	92*0251882	92*0251883
47640	General Fund Restricted	1,599.00	0.00	1,599.00	92*0251888	92*0251888
47642	General Fund Restricted	3,178.16	0.00	3,178.16	92*0251893	92*0251896
47643	General Fund Restricted	40,953.68	0.00	40,953.68	92*0251897	92*0251901
47645	General Fund Restricted	12,631.89	0.00	12,631.89	92*0251904	92*0251909
47646	General Fund Restricted	60,000.00	0.00	60,000.00	92*0251910	92*0251910
47647	General Fund Restricted	2,399.38	0.00	2,399.38	92*0251911	92*0251912
47649	General Fund Restricted	38,967.50	0.00	38,967.50	92*0251922	92*0251926
47650	General Fund Restricted	7,025.25	0.00	7,025.25	92*0251927	92*0251929
47651	General Fund Restricted	9,679.00	0.00	9,679.00	92*0251932	92*0251932
47672	General Fund Restricted	1,656.52	0.00	1,656.52		92*0252015

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## Board Meeting of 07/26/10 Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #	
47674	General Fund Restricted	19,270.91	0.00	19,270.91	92*0252023	92*0252028	
47675	General Fund Restricted	908.24	0.00	908.24	92*0252029	92*0252033	2
47676	General Fund Restricted	1,553.27	0.00	1,553.27	92*0252034	92*0252038	
47678	General Fund Restricted	12,885.28	0.00	12,885.28	92*0252044	92*0252046	
47679	General Fund Restricted	415.64	0.00	415.64	92*0252050	92*0252051	
47685	General Fund Restricted	14,912.90	0.00	14,912.90	92*0252078	92*0252078	
47688	General Fund Restricted	6,710.65	0.00	6,710.65	92*0252086	92*0252093	
47693	General Fund Restricted	3,034.60	0.00	3,034.60	92*0252105	92*0252107	
47694	General Fund Restricted	683.87	0.00	683,87	92*0252109	92*0252110	
47706	General Fund Restricted	7,032.76	0.00	7,032.76	92*0252198	92*0252198	
47709	General Fund Restricted	2,080.00	0.00	2,080.00	92*0252205	92*0252217	
47710	General Fund Restricted	2,400.00	0.00	2,400.00	92*0252218	92*0252223	
47711	General Fund Restricted	1,280.00	0.00	1,280.00	92*0252224	92*0252231	
47712	General Fund Restricted	1,920.00	0.00	1,920.00	92*0252232	92*0252243	
47714	General Fund Restricted	1,380.44	0.00	1,380.44	92*0252245	92*0252248	
47715	General Fund Restricted	1,330.74	0.00	1,330.74	92*0252249	92*0252253	
717	General Fund Restricted	13,033.96	0.00	13,033.96	92*0252262	92*0252267	
47722	General Fund Restricted	486.39	0.00	486.39	92*0252285	92*0252288	
47725	General Fund Restricted	17,000.00	0.00	17,000.00	92*0252298	92*0252300	
47732	General Fund Restricted	896.39	0.00	896.39	92*0252320	92*0252325	
47734	General Fund Restricted	6,086.61	0.00	6,086.61	92*0252327.	92*0252332	
47736	General Fund Restricted	504.21	0.00	504.21	92*0252341	92*0252341	
47738	General Fund Restricted	1,165.11	0.00	1,165.11	92*0252353	92*0252354	
47741	General Fund Restricted	699.81	0.00	699.81	92*0252365	92*0252371	
47742	General Fund Restricted	5,974.64	0.00	5,974.64	92*0252372	92*0252377	
47743	General Fund Restricted	2,612.72	0.00	2,612.72	92*0252379	92*0252381	
47779	General Fund Restricted	6,088.61	0.00	6,088.61	92*0252944	92*0252947	
47783	General Fund Restricted	6,997.54	0.00	6,997.54	92*0252957	92*0252958	
47784	General Fund Restricted	55.15	0.00	55.15	92*0252963	92*0252963	
47785	General Fund Restricted	5,898.75	0.00	5,898.75	92*0252964	92*0252964	
47787	General Fund Restricted	608.71	0.00	608.71	92*0252975	92*0252981	
47788	General Fund Restricted	946.95	0.00	946.95	92*0252982	92*0252984	
47789	General Fund Restricted	292.95	0.00	292.95	92*0252985	92*0252985	
47795	General Fund Restricted	989.90	0.00	989.90	92*0252998	92*0252999	
796	General Fund Restricted	879.74	0.00	879.74	92*0253005	92*0253007	
41797	General Fund Restricted	1,644.23	0.00	1,644.23	92*0253010	92*0253011	
47798	General Fund Restricted	199.33	0.00	199.33	92*0253012	92*0253012	

**Environment:** Production

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## Board Meeting of 07/26/10 **Check Registers Submitted for Approval** Checks Written for Period 06/17/10 thru 07/16/10

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47801	General Fund Restricted	8,436.96	0.00	8,436.96	92*0253019	92*0253019
47802	General Fund Restricted	513.88	0.00	513.88	92*0253022	92*0253023
47803	General Fund Restricted	589.24	0.00	589.24	92*0253025	92*0253029
47804	General Fund Restricted	807.31	0.00	807.31	92*0253030	92*0253034
47814	General Fund Restricted	3,035.55	0.00	3,035.55	92*0253066	92*0253069
47818	General Fund Restricted	974.79	0.00	974 79	92*0253078	92*0253081
47819	General Fund Restricted	1,046.82	0.00	1,046.82	92*0253082	92*0253084
47820	General Fund Restricted	39.98	0.00	39.98	92*0253085	92*0253085
47826	General Fund Restricted	442.38	0.00	442.38	92*0253098	92*0253099
47832	General Fund Restricted	48,114.11	0.00	48,114.11	92*0253116	92*0253117
47835	General Fund Restricted	2,903.80	0.00	2,903.80	92*0253122	92*0253125
47836	General Fund Restricted	54,322.78	0.00	54,322.78	92*0253127	92*0253127
47837	General Fund Restricted	646.18	0.00	646.18	92*0253129	92*0253130
47839	General Fund Restricted	16,359.43	0.00	16,359.43	92*0253132	92*0253133
47840	General Fund Restricted	168.10	0.00	168.10	92*0253134	92*0253136
47841	General Fund Restricted	2,744 43	0.00	2,744 43	92*0253137	92*0253139
47842	General Fund Restricted	19,500.00	0.00	19,500.00	92*0253140	92*0253141
Total Fund	12 General Fund Restricted	1,029,534.15	0.00	1,029,534.15		

## Board Meeting of 07/26/10 Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47503	Child Development Fund	1,442.47	0.00	1,442.47	92*0251164	92*0251166
47504	Child Development Fund	8,233.49	0.00	8,233.49	92*0251167	92*0251167
47529	Child Development Fund	79.32	0.00	79.32	92*0251259	92*0251259
17530	Child Development Fund	2,619.98	0.00	2,619.98	92*0251260	92*0251263
47531	Child Development Fund	1,281.15	0.00	1,281.15	92*0251264	92*0251266
47559	Child Development Fund	4,098.29	0.00	4,098.29	92*0251374	92*0251382
7560	Child Development Fund	5,000.00	0.00	5,000.00	92*0251383	92*0251383
7594	Child Development Fund	923.91	0.00	923.91	92*0251649	92*0251651
7615	Child Development Fund	32,307.82	0.00	32,307.82	92*0251774	92*0251775
7656	Child Development Fund	3,257.30	0.00	3,257.30	92*0251964	92*0251968
7657	Child Development Fund	2,968.57	0.00	2,968.57	92*0251969	92*0251972
7658	Child Development Fund	29,033.19	0.00	29,033.19	92*0251973	92*0251975
7659	Child Development Fund	2,236.57	0.00	2,236.57	92*0251976	92*0251979
7660	Child Development Fund	2,732.56	0.00	2,732.56	92*0251980	92*0251982
7661	Child Development Fund	2,306.84	0.00	2,306.84	92*0251983	92*0251985
7662	Child Development Fund	127.08	0.00	127.08	92*0251986	92*0251992
695	Child Development Fund	3,277 17	0.00	3,277.17	92*0252113	92*0252115
7707	Child Development Fund	2,006.72	0.00	2,006.72	92*0252199	92*0252202
727	Child Development Fund	1,010.93	0.00	1,010.93	92*0252302	92*0252304
7728	Child Development Fund	11,458.32	0.00	11,458.32	92*0252305	92*0252306
7729	Child Development Fund	3,521.28	0.00	3,521.28	92*0252307	92*0252310
7745	Child Development Fund	21,895.28	0.00	21,895.28	92*0252387	92*0252389
7746	Child Development Fund	2,321.14	0.00	2,321.14	92*0252390	92*0252394
7774	Child Development Fund	1,345.00	0.00	1,345.00	92*0252925	92*0252926
7780	Child Development Fund	397.11	0.00	397.11	92*0252949	92*0252949
7790	Child Development Fund	1,532.97	0.00	1,532.97		92*0252989
7805	Child Development Fund	2,727 10	0.00	2,727.10	92*0253035	92*0253036
7806	Child Development Fund	924.68	0.00	924.68		92*0253042
7821	Child Development Fund	4,689.39	0.00	4,689.39	92*0253087	
7829	Child Development Fund	2,563.15	0.00	2,563.15		92*0253105
7830	Child Development Fund	5,460.00	0.00	5,460.00		92*0253106
7843	Child Development Fund	898.60	0.00	898.60		92*0253142
7844	Child Development Fund	36,614.28	0.00	36,614.28	92*0253143	

tal Fund 33 Child Development Fund

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## Board Meeting of 07/26/10 Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47509	Capital Outlay Projects Fund	6,296.00	0.00	6,296.00	92*0251176	92*0251177
47536	Capital Outlay Projects Fund	34,596.47	0.00	34,596.47	92*0251280	92*0251282
47563	Capital Outlay Projects Fund	15,730.58	0.00	15,730.58	92*0251388	92*0251389
47599	Capital Outlay Projects Fund	5,695.23	0.00	5,695.23	92*0251661	92*0251661
47618	Capital Outlay Projects Fund	3,962.06	0.00	3,962.06	92*0251780	92*0251781
47665	Capital Outlay Projects Fund	1,324.45	0.00	1,324.45	92*0251996	92*0251996
47669	Capital Outlay Projects Fund	17,355.16	0.00	17,355.16	92*0252002	92*0252002
47697	Capital Outlay Projects Fund	15,132.00	0.00	15,132.00	92*0252117	92*0252118
47749	Capital Outlay Projects Fund	2,285.01	0.00	2,285.01	92*0252401	92*0252402
47823	Capital Outlay Projects Fund	4,792.81	0.00	4,792.81	92*0253093	92*0253093
Total Fund	41 Capital Outlay Projects Fu	107,169.77	0.00	107,169.77		2. 2. A.

## Board Meeting of 07/26/10

Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10 AP0020 Page: 13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47505	Bond Fund, Measure E	47,334.00	0.00	47,334.00	92*0251168	92*0251169
47506	Bond Fund, Measure E	32,173.20	0.00	32,173.20	92*0251170	92*0251170
47507	Bond Fund, Measure E	1,466.79	0.00	1,466.79	92*0251171	92*0251174
47508	Bond Fund, Measure E	8,380.79	0.00	8,380.79	92*0251175	92*0251175
47532	Bond Fund, Measure E	23,940.00	0.00	23,940.00	92*0251267	92*0251267
47533	Bond Fund, Measure E	81,736.61	0.00	81,736.61	92*0251268	92*0251272
47534	Bond Fund, Measure E	10,733.82	0.00	10,733.82	92*0251273	92*0251275
47535	Bond Fund, Measure E	142,379.63	0.00	142,379.63	92*0251276	92*0251279
Seville Const 47561	truction Svcs Inc Bond Fund, Measure E	9,597.19	0.00	9,597.19	92*0251384	92*0251385
47562	Bond Fund, Measure E	12,067.87	0.00	12,067.87	92*0251386	92*0251387
47595	Bond Fund, Measure E	104,700.00	0.00	104,700.00		92*0251652
Academy Ele 47596	ectric Inc Bond Fund, Measure E	260,795.43	0.00	260,795.43		92*0251654
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47597	Bond Fund, Measure E	96,779.70	0.00	96,779.70	92*0251655	92*0251656
47598	Bond Fund, Measure E	15,988.03	0.00	15,988.03	92*0251657	92*0251660
هٔ16	Bond Fund, Measure E	20,000.00	0.00	20,000.00	92*0251776	92*0251776
47617	Bond Fund, Measure E	3,445.10	0.00	3,445.10	92*0251777	92*0251779
47663	Bond Fund, Measure E	12,016.60	0.00	12,016.60	92*0251993	92*0251994
47664	Bond Fund, Measure E	27,029.25	0.00	27,029.25	92*0251995	92*0251995
47696	Bond Fund, Measure E	4,357.80	0.00	4,357.80	92*0252116	92*0252116
47747	Bond Fund, Measure E	19,607.28	0.00	19,607.28	92*0252395	92*0252397
47748	Bond Fund, Measure E	28,000.00	0.00	28,000.00	92*0252398	92*0252400
47752	Bond Fund, Measure E	16,903.28	0.00	16,903.28	92*0252405	92*0252406
47791	Bond Fund, Measure E	2,119.69	0.00	2,119.69	92*0252990	92*0252991
47792	Bond Fund, Measure E	247,730.85	0.00	247,730.85	92*0252992	92*0252993
Interpipe Con 47793	tracting Inc Bond Fund, Measure E	25,286.86	0.00	25,286.86	92*0252994	92*0252995
47794	Bond Fund, Measure E	105,391.01	0.00	105,391.01	92*0252996	92*0252997
Seville Consti 47807	ruction Svcs Inc Bond Fund, Measure E	13,330.00	0.00	13,330.00		92*0253043
47808	Bond Fund, Measure E	83,143.25	0.00	83,143.25		92*0253046
47809	Bond Fund, Measure E	24,386.75	0.00	24,386.75		92*0253051
47810	Bond Fund, Measure E	24,078.96	0.00	24,078.96		92*0253054
822	Bond Fund, Measure E	563.56	0.00	563.56		92*0253092
CTTTT						

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Environment: Production

5.1 (13) LoginID: mhanley

#### Board Meeting of 07/26/10

AP0020

## Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10

Page: 14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #	
47751	Property and Liability Fund	280.00	0.00	280.00	92*0252404	92*0252404	
Total Fund	61 Property and Liability Fund	280.00	0.00	280.00			

## Board Meeting of 07/26/10 Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10

AP0020 Page: 15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47698	Workers' Compensation Fund	10,298.33	0.00	10,298.33	92*0252119	92*0252119
47750	Workers' Compensation Fund	473.47	0.00	473.47	92*0252403	92*0252403
47781	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0252950	92*0252950
Total Fund	62 Workers' Compensation Fu	12,609.30	0.00	12,609.30		

Printed: 7/19/2010 7:26:23AM

Environment: Production

5.1 (15) LoginID: mhanley

# Board Meeting of 07/26/10 Check Registers Submitted for Approval

Checks Written for Period 06/17/10 thru 07/16/10

AP0020

Page: 16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47600	Student Financial Aid Fund	285.50	0.00	285.50	92*0251662	92*0251662
47619	Student Financial Aid Fund	10,000.00	0.00	10,000.00	92*0251782	92*0251785
47811	Student Financial Aid Fund	7,500.00	0.00	7,500.00	92*0253055	92*0253055
Total Fund	74 Student Financial Aid Fund	17,785.50	0.00	17,785.50		

Board Meeting of 07/26/10 Check Registers Submitted for Approval Checks Written for Period 06/17/10 thru 07/16/10

AP0020 Page: 17

# SUMMARY

12,000.00
12,609.30
280.00
1,505,463.30
107,169.77
201,291.66
1,029,534.15
5,306,681.79

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Contract Renewal-Chancellor's Office Tax Offset	t Program
Action:	Request for Approval	

### BACKGROUND

RSCCD has successfully utilized the Chancellor's Office Tax Offset Program (COTOP) since its inception in 1982 to collect delinquent student obligations to the District. It has helped to lower the District's National Direct Student Loan (NDLS)/Perkins Loan default rate. It also meets the Federal Government's due diligence requirement necessary for assignment of outstanding student loans with the Department of Education. COTOP is also used in the recovery of financial aid grant over awards, which become an institutional expense that needs to be paid back by the student to the district.

### **ANALYSIS**

Renewal of the attached contract will authorize the Chancellor's Office and the State Controller to continue to collect any outstanding student financial aid obligations and debt, on behalf of the district, by offsetting the amount in default against any money the state may owe the student such as a state income tax refund. There is no incurred cost to the district to participate in the COTOP program, the state deducts 25% of the amounts collected as an administrative fee before remitting the funds to the District.

### **RECOMMENDATION**

It is recommended that the Board of Trustees authorize the renewal of the COTOP contract with the Chancellor's Office as presented.

Fiscal Impact:	None	Board Date: July 26, 2010	
Prepared by:	Noemi M. Kanouse, Assistant Vice Chan	cellor, Fiscal Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services			
Recommended by:	John Didion, Interim Chancellor		

THIS CONTRACT, made and entered into this first day of October, 2010, in the State of California, by and between the

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT and the CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

### The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES (hereinafter Chancellor) and the

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (hereinafter District) do agree that:

1.

Performance of this contract shall be pursuant to Government Code Sections 12419.2, 12419.5, 12419.7, 12419.9, 12419.10. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

11.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions or revisions to the unpaid account balance to the Chancellor at any time and as often as needed.

DO-10-012

June 2010 5.2 (2)

Districts must enter their initial COTOP debtor data to the Chancellor's Office Tax Offset Program web-based system no later than November 25, 2010. Districts may add additional accounts to their initial debtor data only through January 15, 2011. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

#### IV.

#### The District will:

- 1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
- 2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications of the amount or deletions of any record found to be submitted in error, as necessary, as a result of the review as required by Appendix C, which is incorporated into and made a part of this contract.
- 3. Submit for collection through the COTOP program only the following types of debtor obligations:
  - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
  - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
  - C. other financial aid obligations.
  - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines (incurred within 3 years of date submitted for collection only); residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; care child charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

- 4. For those student financial aid and non-financial aid obligations in default, send at least one written notice to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The written notice must be sent at least 30 days prior to Franchise Tax Board receiving the offset request. The district must retain copies of the notifications in the district/college file.
- 5. Do not submit names of any debtors who are:
  - A. not in default;
  - B. in litigation/bankruptcy.
- 6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

V.

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

#### VI.

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

#### VII.

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

#### VIII.

Time is of the essence of this agreement.

DO-10-012

June 2010 5.2 (4)

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

The term of this contract shall be from October 1, 2010 through December 20, 2011, which as defined by the Franchise Tax Board, is the end of the 2011 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

#### CALIFORNIA COMMUNITY COLLEGES

By

Steve Bruckman Executive Vice Chancellor Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (Name of District)

By

(Authorized Signature)

Date

PETER J. HARDASH (Printed Name of Signature)

VICE CHANCELLOR, BUSINESS OPERATIONS/FISCAL SERVICES (Title)

2323 N. BROADWAY (Address)

SANTA ANA, CA 92706-1640

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

То:	Board of Trustees	Date: July 26, 2010			
Re:	Approval of HMC Architectural Services for IPP/FPP Updates and Preparation of the Five Year Construction Plan for Submittal to State Chancellor's Office				
Action:	Request for Approval				

## BACKGROUND

As part of the application process for the California Community Colleges' capital outlay funding program, California Community College districts are required to update and submit yearly Initial Project Proposals (IPPs) and Final Project Proposals (FPPs) applications for state review and possible funding. Also, districts are required to update and submit their Five Year Construction Plan to the system office by September 1<sup>st</sup> of each year.

# ANALYSIS

In order to update these current IPPs and FPPs to reflect the updated Master Planning Process underway at both campuses, it is necessary to engage the services of HMC Architects to prepare the necessary documents for timely submittal to the state Chancellor's Office.

HMC Architects, the district's current master planning architect, has prepared three proposals for the preparation of the updated IPPs/FPPs and the Five Year Construction Plan. The HMC proposals are for updating IPPs and FPPs for the Santa Ana College Russell Hall Replacement Project (\$9,000) and the Santiago Canyon College Student Services Center Project (\$6,000). Additionally, they have prepared a proposal to update the district's annual Five Year Construction Plan (\$12,000).

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the three proposals from HMC Architects as submitted for a total fee of \$27,000 as presented.

Fiscal Impact:	\$27,000 Board Date: July 26, 2010		
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	John Didion, Interim Chancellor		

June 23, 2010

Mr Peter Hardash Vice Chancellor Rancho Santiago Community College District 2323 North Broadway Santa Ana, CA 92706

Re: Santa Ana College 2012-13 Final Project Proposal Update – Russell Hall Replacement 2013-14 Initial Project Proposal

#### **Dear Peter**

**HMC**Architects

HMC Architects is pleased to present our proposal for updating the Final Project Proposal (FPP) for the replacement of Russell Hall for Santa Ana College. We understand the project to be as described in the Final Project Proposal submitted in July of 2009. The proposed scope of work for this project will be updated to align with the 2010 Facilities Master Plan and to reflect updated site development and construction costs.

We propose to collaborate with you and the College to review the Building Program and Schematic Design information to include in the form of an updated Final Project Proposal in order to meet your submittal deadline to the Chancellor's Office of September 1, 2010. The Final FPP will be prepared in both hard copy and electronic versions to ensure accuracy between all data regardless of submittal format.

In addition, we will prepare a 2013-14 Initial Project Proposal for a new project to be determined.

Our scope of work includes up to five (5) meetings to coordinate and prepare the documentation.

#### Compensation

We propose to provide a Fixed Fee of Nine Thousand Dollars (\$9,000.00) for our serves for the development of one (1) updated Final Project Proposal and one (1) Initial Project Proposal.

If this proposal accurately reflects the scope of services we have discussed, please forward your agreement for our signature. We are pleased to have the opportunity to provide our services to the Rancho Santiago Community College District and it is an honor to be part of your team.

Sincerely,

Debruh Skeple

Deborah Shepley, AIA, LEED AP Principal, Community College Practice Leader MO License No. 006183

DS:dd

cc: Lynette Eloff, Kevin Wilkeson (HMC)

June 23, 2010

Mr Peter Hardash Vice Chancellor Rancho Santiago Community College District 2323 North Broadway Santa Ana, CA 92706

Re: Santiago Canyon College 2012-13 Final Project Proposal Update – Student Services Center 2013-14 Initial Project Proposal

#### Dear Peter

**HMC** Architects

HMC Architects is pleased to present our proposal for updating the Final Project Proposal (FPP) for the new Student Services Center at Santiago Canyon College. We understand the project to be as described in the Final Project Proposal submitted in July of 2009. The proposed scope of work for this project will be updated to align with the 2010 Facilities Master Plan and to reflect updated site development and construction costs.

The updated Final Project Proposal will be developed in order to meet your submittal deadline to the Chancellor's Office of September 1, 2010. The Final FPP will be prepared in both hard copy and electronic versions to ensure accuracy between all data regardless of submittal format.

In addition, we will prepare a 2013-14 Initial Project Proposal for a new project to be determined.

Our scope of work includes up to five (5) meetings to coordinate and prepare the documentation.

#### Compensation

We propose to provide a Fixed Fee of Six Thousand Dollars (\$6,000.00) for our serves for the development of one (1) updated Final Project Proposal and one (1) Initial Project Proposal.

If this proposal accurately reflects the scope of services we have discussed, please forward your agreement for our signature. We are pleased to have the opportunity to provide our services to the Rancho Santiago Community College District and it is an honor to be part of your team.

Sincerely, Debruh Skeple

Deborah Shepley, AIA, LEED AP Principal, Community College Practice Leader MO License No. 006183

DS:dd

cc: Lynette Eloff, Kevin Wilkeson (HMC)

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June 23, 2010

Mr Peter Hardash Vice Chancellor Rancho Santiago Community College District 2323 North Broadway Santa Ana, CA 92706

Re: Rancho Santiago Community College District 2009 Five Year Construction Plan

#### Dear Peter

**HMC**Architects

HMC Architects is pleased to present our proposal for assisting the Rancho Santiago Community College District in the development of your 2009 Five Year Construction Plan. We understand that the following services will be provided.

- Collect data from the District and Colleges including
  - o Enroliment Forecasts
  - o Distribution of WSCH
  - o Project Descriptions
  - o Updated Budgets and Schedules
- Strategize with the Colleges and District to maximize state funding opportunities
- Develop Project List of Priorities
- Update the FYCP in FUSION
- Prepare printed reports for signature and delivery to the Chancellor's Office

We propose to collaborate with you and the Colleges to develop the information required to update your Five Year Construction Plan, coordinate the required approvals, and meet your submittal deadline to the Chancellor's Office of September 1, 2010.

Our scope of work includes up to four (4) meetings to coordinate and prepare the final documents.

#### Compensation

We propose a Fixed Fee of Twelve Thousand Dollars (\$12,000.00) for our services for the development of your 2009 Five Year Construction Plan.

If this proposal accurately reflects the scope of services we have discussed, please forward your agreement with a Purchase Order so that we can begin work. It is a pleasure providing our services to the Rancho Santiago Community College District and it is an honor to be part of your team.

Sincerely,

Johnsh Skeple

Deborah Shepley, AIA, LEED AP Principal, Community College Practice Leader MO License No. 006183

DS:dd

cc: Lynette Eloff, Kevin Wilkeson (HMC)

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

То:	Board of Trustees	Date: July 26, 2010	
Re:	Approval of Architectural Services with R2A Architecture for building analysis services at the Orange Education Center		
Action:	Request for Approval		

## BACKGROUND

The Santiago Canyon College Orange Education Center (OEC) facility was renovated for occupancy in 2004-2005. Based on current drawings this facility was renovated based on California Building Code standards. In order to comply with California Field Act standards related to access compliance (ADA), fire life safety standards and seismic code compliance, Division of State Architect (DSA) review and approvals are necessary.

## ANALYSIS

A preliminary engineering review by Rodriguez Engineering, hired by the district to review current drawings and inspection of the OEC, it appears that there may be minor concerns with access compliance issues related to types of doors and ramps that service the facility. These are compliance issues and not safety concerns. Also, the OEC project was not submitted for DSA review and approvals because it was considered a non-credit instructional facility.

This proposal for phase one services from R2A Architecture includes the evaluation of the facility to identify the extent of building modifications required to bring the facility in to compliance with the current codes and to obtain approvals and final close-out of the project with the Division of State Architect. Phase two would entail the actual design and construction design specifications necessary for the scope of construction work necessary.

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve the proposal for phase one architectural services with R2A Architecture for a total fee of \$54,113 plus reimbursable expenses not to exceed \$7,600 as presented.

Fiscal Impact:	\$54,113 plus reimbursables not to exceed \$7,600	Board Date: July 26, 2010	
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	John Didion, Interim Chancellor		



2900 Bristol St., Ste. E-205 Costa Mesa, CA 92626 Tel: 714-435-0380 Fax: 714-435-0383

# R<sup>2</sup>A Architecture

April 1, 2010

Eric Rodriguez Principal Rodriguez Engineering, Inc. 1411 N. Batavia Street, Suite 121 Orange, CA 92867

RE: Proposal for Rancho Santiago Community College District Orange Education Center Building Analysis - Phase 1 R<sup>2</sup>A Architecture P/N# 9386P.00

Dear Eric,

R<sup>2</sup>A Architecture and our consultant group thank you for the opportunity to associate with you, and Rodriguez Engineering, Inc. In accordance with your request, we are pleased to present this proposal for the above referenced project. R<sup>2</sup>A Architecture and our consultants will be providing building analysis services for this project, which will be executed in two (2) separate phases. We understand that this project was renovated in 2004/2005 and is an existing one-story, non-rated facility of approximately 85,000 square feet housing classrooms, office spaces, and a warehouse located at 1465 N. Batavia Street, Orange, CA. The building currently has fire sprinkler and fire alarm systems.

Based on discussions with you and with the drawings provided to us; reportedly, permits were never acquired for this facility (DSA review and approval) and it is unknown if the facility was built in accordance with the California Building Code (CBC) enforced at the time of design.

This project will be divided into two phases: phase one will include the evaluation of the facility to identify the non-compliant components. Phase two will follow at the termination and approval of phase one, and will include the design/retrofit of the non-compliant components that will be identified during the phase one effort.

Phase one will be a site/ building survey and an evaluation effort to determine the extent of building modifications required to be executed in order to bring the building in compliance with the current code and to obtain approval and close-out with the Division of the State Architect. Phase two will entail the actual design and document work to describe the construction work necessary to bring the existing building into compliance. The proposal for the second phase of the work will be prepared after the phase one work has been completed and approved by the owner. Phase two work is not included under this proposal.

The project team has been selected because the consultants identified have many years of experience working with R<sup>2</sup>A Architecture, with each other and on this type of project. Your project team will be as follows:

Proposal for Rancho Santiago Community College District Orange Education Center Building Analysis located at 1465 N. Batavia Street, in Orange, CA - Phase 1 R<sup>2</sup>A Architecture P/N# 9386P.00 April 1, 2010 Page 2 2900 Bristol St., Ste. E-205 Costa Mesa, CA 92626 Tel: 714-435-0380 Fax: 714-435-0383

- R<sup>2</sup>A Architecture Architects
- G & G Engineering, Inc. Civil Engineers
- P2S Engineers Mechanical/Plumbing Engineers
- OMB Electrical Engineers Electrical Engineers
- Rolf Jensen & Associates Fire Protection Engineer
- HL Construction Management Statement of Probable Construction Cost Consultant

We do not foresee the need for additional consultants beyond those identified above. Should additional consultants be required, because of some unforeseen condition, we will alert you for further direction. Consultants, other than those identified above, are not included under this proposal,

#### Assumptions and Clarifications:

In order to facilitate our services, our office will require the buildings original and renovation drawings in AutoCAD format. Also, we will require access to the facility with a means to get on the roof and above ceilings (client provided ladder)

We therefore understand the scope of services to be as follows:

#### 1. Architectural Scope of Services

- 1.1. Architect will visually walk the building.
- 1.2. Architect will produce a photographic survey of site and building for use by the design team.
- 1.3. Architect will review record drawings.
- 1.4. Architect will produce a dimension survey of all rooms and partitions of the building.
- 1.5. Architect will produce (as required) a site plan, a floor plan, a roof plan and elevation drawings to illustrate the extent of the required improvements.
- 1.6. Architect will perform detailed code analysis.
- 1.7. Architect will determine necessary design changes required to meet code.
- 1.8. Architect will meet with DSA to review preliminary design changes and code analysis.
- 1.9. Architect will review scope of current design with OCFA to determine issues as they relate to the fire access.
- 1.10. Architect will meet with owner to discuss preliminary findings and recommendations.
- 1.11. Architect will compile and provide a written report to describe the required design changes to meet code. Report will include the following;
  - a) Written project description;
  - b) Written description of necessary changes including descriptions from each consultant;
  - c) Diagrammatical plans and elevations graphically describing the overall location and extent of the changes;
  - d) Outline specification;
  - e) Statement of Probable Construction Cost.

Proposal for Rancho Santiago Community College District Orange Education Center Building Analysis located at 1465 N. Batavia Street, In Orange, CA - Phase 1 R<sup>2</sup>A Architecture P/N# 9386P.00 April 1, 2010 Page 3 2900 Bristol St., Ste. E-205 Costa Mesa, CA 92626 Tel: 714-435-0380 Fax: 714-435-0383

1.12. Architect will meet with owner to review final report.

#### 2. <u>Civil Engineering Scope of Services</u>

- 2.1. Site visit and evaluation of accessibility and DSA compliance for the existing parking lot and site. Evaluation will include surface grade verification using smart level for all accessible parking stalls including landing and path of travel. We will also verify compliance of accessible signage, paving markings and required number of stalls.
- 2.2. Evaluation of existing site for fire protection requirements. We will coordinate with local fire authority as to the required fire hydrants, spacing, fire flow requirements, etc.
- 2.3. Our findings will be presented as a Civil Component of Report Narrative. We will also review and comment as required on conceptual cost analyses provided by others.

#### 3. Mechanical/Plumbing Consultant Scope of Services

- 3.1. Mechanical/plumbing consultant will perform a field investigation of the existing building mechanical and plumbing systems.
- 3.2. Mechanical/plumbing consultant will review record drawings of the mechanical and plumbing systems.
- 3.3. Mechanical/plumbing consultant will coordinate with architectural, electrical, civil, structural and miscellaneous trades to determine code deficiencies.
- 3.4. Mechanical/plumbing consultant will attend one (1) meeting with RSCCD and project team for coordination and/or discussion.
- 3.5. Mechanical/plumbing consultant will provide a written report of findings from the field survey and drawings review. The report will indicate what systems or specific equipment or details need to be modified to support the compliance process.

#### 4. Electrical Engineer Scope of Services

- 4.1. Electrical engineer will perform survey of existing building to observe existing electrical power distribution, lighting and fire alarm systems.
- 4.2. Electrical engineer will review original record electrical construction drawings
- 4.3. Electrical engineer will evaluate field observation findings and review of record electrical drawings for compliance with DSA regulations, conformance with the CEC and Title 24 lighting energy requirements.
- 4.4. Electrical engineer will prepare a brief report summarizing findings.
- 4.5. Electrical engineer will meet with R<sup>2</sup>A Architecture and Santiago College to discuss report and recommendations.

#### 5. Fire Protection Engineer Scope of Services

- 5.1. Fire protection engineer will participate in a teleconference with the client to discuss the project approach and schedule.
- 5.2. Fire protection engineer will conduct a review of available architectural and engineering record drawings. This review will focus on the facility's fire protection/life safety features and systems requirements including: building height and area;

Proposal for Rancho Santiago Community College District Orange Education Center Building Analysis located at 1465 N. Batavia Street, In Orange, CA - Phase 1 R<sup>2</sup>A Architecture P/N# 9386P.00 April 1, 2010 Page 4

2900 Bristol St., Ste. E-205 Costa Mesa, CA 92626 Tel: 714-435-0380 Fax: 714-435-0383

building occupancy; the extent of smoke detection and automatic sprinkler protection; the configuration of the building's means of egress; and the location of fire resistance-rated and smoke-tight construction barriers.

- 5.3. Fire protection engineer will perform a survey of all "below-ceiling spaces" within the facility. The survey will include visual inspection only and no intrusive testing will be performed. The survey will include the following:
  - a) Building construction;
  - b) Corridor partitions and walls;
  - c) Corridor doors;
  - d) Attic construction (draft stopping);
  - e) "Hazardous" rooms/areas;
  - f) Means of egress;
  - g) Manual fire alarm systems;
  - h) Smoke detection and alarm systems;
  - i) Automatic fire sprinkler systems;
  - j) Fire department site access.
- 5.4. Fire protection engineer will perform a survey of relevant "above-ceiling spaces" where accessible (no destructive investigation or selective demolition will be performed). This survey will include fire-resistive rated barriers, such as corridor walls and hazardous room enclosures, and smoke barriers.
- 5.5. Fire protection engineer will document deficiencies based on the information obtained from our survey efforts. This information will be documented in letter format.
- 5.6. Fire protection engineer will provide a maximum of four hours of general consulting. General consulting time will be used for telephone discussions, for the preparation and/or review of written correspondence, and for other general project-related activities.

Note: Items 3 and 4 will be conducted over a period of two days to complete the field survey.

# 6. Statement of Probable Construction Cost Consultant Scope of Services

- 6.1. Construction cost consultant will produce a conceptual cost statement of probable construction cost on yet to be determined scopes of work that will be required to bring the building up to code.
- 6.2. Construction cost consultant includes the necessary revisions required to reach conclusion of this design stage, and a site visit under this proposal.

## 7. Items not included in the Proposed Scope of Services

- 7.1. Topographic/utility/site surveys.
- 7.2. Soils data/investigation/reports.
- 7.3. Testing and inspection services that may be necessary to gather additional information.
- 7.4. Destructive demolition/inspection services that may be necessary to gather additional information.

Proposal for Rancho Santiago Community College District Orange Education Center Building Analysis located at 1465 N. Batavia Street, in Orange, CA - Phase 1 R<sup>2</sup>A Architecture P/N# 9386P.00 April 1, 2010 Page 5 2900 Bnstol St., Ste. E-205 Costa Mesa, CA 92626 Tel: 714-435-0380 Fax: 714-435-0383

- 7.5. Vibration analysis.
- 7.6. Construction documents.
- 7.7. Final working drawings.
- 7.8. Easement exhibits.
- 7.9. Legal description.
- 7.10. Testing of fire and life safety systems (fire alarm, fire sprinkler).
- 7.11. Preparation of a legal description.
- 7.12. Boundary survey.
- 7.13. Records of survey/corner record.
- 7.14. Utility locations using electro-magnetic locator, ground penetrating radar or push-rod type CCTV camera.
- 7.15. Certificate of Compliance.
- 7.16. Pad certifications.
- 7.17. Work resulting from changes by the owner after completion of preliminary design services. Minor revisions as required due to the normal evolution of the preliminary design are included.
- 7.18. Site visits other than listed.
- 7.19. Reproduction or printing costs for purposes other than coordination with architect.
- 7.20. Computer plotting costs for purposes other than coordination with architect.
- 7.21. Tele-communication, data or information technology (IT), system cabling, device and equipment specifications.
- 7.22. Signage and graphic design.
- 7.23. Upgrade or relocation of existing electrical service.
- 7.24. Tracing and identification of existing circuits (if as-builts are not available).
- 7.25. Landscaping and irrigation design.
- 7.26. All other engineering.
- 7.27. Additional meetings beyond those previously described. Any further meeting will be charged on an hourly basis.
- 7.28. Any improvements within the public right-of-way.
- 7.29. Hazardous materials investigation/abatement and any time associated with redesign to accommodate hazardous product abatement or containment.
- 7.30. Close out of any existing open permits or DSA project files for the facility.
- 7.31. As-built documentation (to be specified in specifications that contractor is to provide this documentation).
- 7.32. Any redesign due to existing conditions not in accordance with conditions shown on existing plans, or in the absence of such plans, with reasonable assumption of existing condition is beyond the scope of work.
- 7.33. Neither party shall lose any rights hereunder or be liable to the other party for damages or losses, except for payment obligations, on account of failure of

5.4 (6)

Proposal for Rancho Santilago Community College District Orange Education Center Building Analysis located at 1465 N. Batavia Street, In Orange, CA - Phase 1 R<sup>2</sup>A Architecture P/N# 9386P.00 April 1, 2010 Page 6

2900 Bristol St., Ste, E-205 Costa Mesa, CA 92626 Tel: 714-435-0380 Fax: 714-435-0383

performance by the defaulting party if the failure is the result of an Act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake); war or act of terrorism, including chemical, nuclear or biological warfare; labor dispute, lockout, strike, embargo; governmental acts, orders, or restrictions; failure of suppliers or third persons; or any other reason where failure to perform is beyond the reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party and the defaulting party has exercised all reasonable efforts to avoid or remedy such force majeure. The defaulting party must provide written notice of the force majeure event to the remaining parties within ten (10) business days of such event.

#### **Compensation:**

R<sup>2</sup>A Architecture proposes to accomplish the tasks associated with this scope of services for a fixed fee of \$54,113.00. Reimbursable expenses are in addition to the fixed fee and include those expenses incurred in the interest of the project. Please budget approximately 15% of the design fees or \$7,600.00, for these project generated costs. These expenses include project-related travel (mileage and auto expenses), printing, plotting and reprographic costs, postage and delivery charges and will be compensated at 1.10 times the amounts involced to the Architect. As usual, the Rodriguez Engineering will <u>not</u> be invoiced for coordination prints/plotting distributed between the consultants. You will only be charged for those items delivered to you.

The fees breakdown as follows:

R <sup>2</sup> A Architecture – Architects	\$19,682.00
<b>G &amp; G Engineering, Inc.</b> – Civil Engineers: 1,760.00	
P2S Engineers – Mechanical/Plumbing Engineers	8,250.00
OMB Electrical Engineers – Electrical Engineers	3,850.00
Rolf Jensen & Associates - Fire Protection Engineer	11,990.00
HL Construction Management – Statement of Probable Construction Cost	7,150.00
Inner office reimbursable costs	1,430.00
Total Fee	\$54,113.00
Client reimbursables	\$7,600.00

Should you require any expanded scopes of service, we will produce a separate professional services agreement for your review and authorization. We will then request that the district amend the original purchase order amount, or issue a new purchase order for the expanded scope of work. Any expanded scope of services will be invoiced in accordance with the negotiated fee.

Eric, if you are in agreement with these terms, please authorize us to proceed by signing the attached professional services agreement. Please return one original for our files.

Proposal for Rancho Santiago Community College District Orange Education Center Building Analysis located at 1465 N. Batavia Street, In Orange, CA - Phase 1 R<sup>2</sup>A Architecture P/N# 9386P.00 April 1, 2010 Page 7 2900 Bristol St., Ste, E-205 Costa Mesa, CA 92626 Tel: 714-435-0380 Fax: 714-435-0383

R<sup>2</sup>A Architecture is pleased to be associated Rodriguez Engineering, with you and particularly with this project. Should you have any questions or wish to discuss more closely the scope of work and associated fees, please call me at 714-435-0380.

Sincerely,

Lucien Runge, AIA, RID, LEED AP Principal / Vice President

Attachment

Proposal for Rancho Santiago Community College District Orange Education Center Building Analysis located at 1465 N. Batavia Street, in Orange, CA - Phase 1 R<sup>2</sup>A Architecture P/N# 9386P.00 April 1, 2010 Page 8

2900 Bristol St., Ste, E-205 Costa Mesa, CA 92626 Tel: 714-435-0380 Fax: 714-435-0383

#### ATTACHMENT

#### **PROFESSIONAL SERVICES AGREEMENT**

Between the Client: Eric Rodriguez Principal Rodriguez Engineering, Inc. 1411 N. Batavia Street, Suite 121 Orange, CA 92867

and the Architect: R<sup>2</sup>A Architecture 2900 Bristol Street. Suite E-205 Costa Mesa, CA 92626

Lucien G. Runge CA License #22304

R<sup>2</sup>A Architecture Proposal/N

Location:

Scope of Work:

As defined in attached letter of April 1, 2010

Batavia Street, in Orange, CA - Phase 1.

Fee:

R<sup>2</sup>A Architecture proposes to accomplish the tasks associated with this scope of services for a fixed fee of \$54,113.00, plus reimbursable expenses estimated at \$7,600.00

Proposal for Rancho Santiago Community College District Orange Education Center Building Analysis located at 1465 N.

The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee stated herein, and shall be the full responsibility of the Client.

9386P.00

**Reimbursable Expenses:** Reimbursable expenses are in addition to the fixed fee and include those expenses incurred in the interest of the project. They include project related travel, printing, plotting and reprographic costs, postage and delivery charges. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect.

**Payments - R<sup>2</sup>A Architecture** will submit invoices to Rodriguez Engineering, Inc. twice monthly on a percent complete progress payment basis.

Termination: Either party may terminate the contract on 7 (seven) days written notice.

**Client:** Rodriguez Engineering, Inc. Architect: R<sup>2</sup>A Architecture, a California Corporation

By: \_\_\_\_\_ Rodriguez Engineering Representative By: \_\_\_\_\_ Lucien G. Runge, AIA, RID, LEED AP Principal / V.P.

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

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

Proposal for Rancho Santiago Community College District Orange Education Center Building Analysis located at 1465 N. Batavia Street, In Orange, CA - Phase 1 R<sup>2</sup>A Architecture P/N# 9386P.00 April 1, 2010 Page 9 2900 Bristol St., Ste. E-205 Costa Mesa, CA 92626 Tel: 714-435-0380 Fax: 714-435-0383

#### TERMS & CONDITIONS

1. All services of R<sup>2</sup>A Architecture, (hereinafter called Architect) are professional services based on accepted practice and that degree of care and skill ordinarily exercised under similar circumstances, by reputable members of profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by this proposal or the instruments of service provided thereby.

2. Architect will in no way be responsible for how the Contractor's work is performed, job safety. methods of performance, or timeliness in the performance of his work. The Client shall have inserted in his contract with the owner a Hold Harmless clause which will protect the Client and Architect from any and all liability for any act of omission or commission on the part of the Contractor and/or any of his subcontractors. Proof of the proper insertion of this clause shall be provided to the Architect before the beginning of construction.

3. The Contractor shall be required to obtain and maintain for the full period of the contract and guarantee "All Risk" insurance to ensure protection required in Paragraph 2 above. Said insurance shall be in a form which is reasonably acceptable to the Architect, and must include the Architect and Client as additional insured.

4. Architect's work shall be based on information supplied to him by Client or Client's direction. Architect shall not be held responsible for accuracy of such information or omission of pertinent information.

5. The Architect does not guarantee the accuracy of any statement concerning, or estimates of, probable construction cost.

6. Special computer investigations (such as dynamic analysis) are not included.

7 All drawings, specifications and other work products of the Architect for this Project are instruments of service for this Project only and shall remain the property of the Architect whether the Project is completed or not. Re-use of any of the instruments of service of the Architect by the Owner or an alternate Architect on extensions of this Project or on any other project without the written permission/authorization of the Architect shall not be permitted. If plans are revised without the Architect's permission, it will be at their risk and they agree to defend, indemnify and hold harmless the Architect from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use of the Architect's instruments of service by the Owner or by other acting through the Owner, and further agree to pay the Architect for the re-use of said instruments of service. The re-use value of the Architect's instruments of service are hereby agreed to be 50% of the fee indicated on the reverse side.

8. Invoices for services will be submitted upon completion of work, or penodically during the process of the work as agreed by the Architect and Client, and payment of invoice shall be within 30 days of the invoice date. Payments shall not be withheld, postponed or made contingent on the construction, completion of success of the project, and no deductions, withholdings or offsets shall be made from the compensation for any reason. If payment is not made, interest will be due on the amount of the statement not subject to a bona fide dispute at the rate of 12% per annum, from the date of the invoice until the date of payment. It is further agreed that if suit is filed to obtain or enforce payment of the invoice, Client is to pay Architect, in addition to the amount of invoice and interest thereon, all costs of collection including court costs, and such reasonable attorney's fees as the court may fix or if collection is obtained without court action, then in the amount of fifteen (15) percent of the total amount due including interest.

9 Architect reserves the right to suspend all work on the project if payments not subject to a bona fide dispute become overdue.

10. Should the Architect's services be terminated for any reason, all fees for completed work shall be immediately due and payable. Fees for partially completed work shall be based on Architect's current hourly fee schedule.

11. Services and charges not included:

(a) Geologic or Solls Investigation; (b) Sampling and testing materials and construction inspection services on site or off site;

(c) Land surveying;

(d) Changes in designs required by plan revision after approval of preliminary designs:

(e) All engineering services.

(f) The Architect has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include, but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing;

(g) Plan check or application fee;

(h) Reimbursable expenses as identified in the proposal.

12. R<sup>2</sup>A Architecture maintains for its own account general liability insurance for bodily injury and property damage with a limit of \$2,000,000,000 per occurrence.

13. Authorization to proceed given by the Client shall be acceptance of all the above items. The person signing this contract warrants that he has the authority to sign as, or on the behalf of the Client.

14. In providing services under this Agreement, the Architect and the Design Team will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location. It is understood by the client and the contractor that a perfect set of construction documents is impossible to produce and as such the Design Team does not warrant or guarantee an error or omission free drawing package.

15. Proposed fee is firm for three months from date of proposal. If proposal is not fully executed within three months of proposal date, the fees and schedule will be subject to revision.

16. Since the Consultant has no control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidging, market or negotiating conditions, the Consultant cannot and does not warrant or represent that bids will not vary from any estimates of construction cost.

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Engineering Services with P2S Engineering Conservation Study for Santa Ana College	Inc. for Energy
Action:	Request for Approval	

#### BACKGROUND

All Santa Ana College building facilities, on the main campus, are currently being evaluated during the facilities master planning process as to their current energy consumption levels to determine the feasibility of retrofitting mechanical systems in the future to increase overall energy consumption efficiency. Preliminary estimates are that the overall age and condition of the mechanical systems warrant additional engineering services to calculate options for future energy efficiency measures.

## ANALYSIS

P2S Engineering, Inc. is currently working with our master planning architects, HMC, to evaluate the current conditions of all mechanical equipment at Santa Ana College. Additional engineering services are required to identify specific energy control measures and options to develop a greater plan to retrofit the entire campus with more energy efficient mechanical systems.

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the proposal for engineering services with P2S Engineering for a total fee of \$72,500 as presented.

Fiscal Impact:	\$72,500	Board Date: July 26, 2010
Prepared by:	Peter J. Hardash, Vice Chancellor, Busines	ss Operations/Fiscal Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Busines	ss Operations/Fiscal Services
Recommended by:	John Didion, Interim Chancellor	

# ps

May 26, 2009

Ron Beeler Facilities Planning & Program Services, Inc 20671 Vista Del Norte Yorba Linda, CA 92886

#### Subject:

Proposal for Engineering Services for Providing Energy Conservation Study Report for Buildings at Santa Ana College

Dear Ron,

Thank you for considering P2S Engineering for the subject project. We are pleased to provide our following proposal that provides our statement of understanding, our scope of services, deliverables, fees and schedule and is based on the scope of work discussed with you for the subject project.

#### STATEMENT OF UNDERSTANDING

The scope of our study would be to identify energy savings opportunities that currently exist in approximately 20 buildings that form part of the Santa Ana campus. Our study will identify energy control measures, provide rough order magnitude costs and calculate simple pay back for each measure in each building. Our energy study for electrical systems will be limited to identifying energy retrofit opportunities and controls for interior lighting in buildings and will exclude exterior pathway lighting. Our study for mechanical systems will identify energy saving opportunities in each building and will include evaluation of existing equipment and control system operation.

## SCOPE OF SERVICES

- 1. Survey electrical (limited to light fixtures) and mechanical equipment and systems in existing buildings at the campus to identify potential energy saving opportunities.
- 2. Identify potential energy conservation measures in the subject buildings with rough order magnitude costs and simple pay back analysis.
- Provide an Energy Study Report providing our findings, our recommendations of the energy control measures to be implemented and simple payback analysis. The report will also identify grouping of projects to maximize project benefits with in project payback guidelines.

P2S Engineering, Inc. 5000 East Spring Street, 8th Floor Long Beach, CA USA 90815-5218

T 562,497,2999 F 562,497,2990 www.s.29eng.com



## Engineering Services Proposal to: Ron Beeler Facilities Planning & Program Services, Inc May 26, 2010

Page: 2

- 4. Attend meetings with the College to discuss our findings and proposed energy measures.
- 5. Provide application to CCC/IOU partnership program for the proposed energy projects in each building.

#### DELIVERABLES

Deliverables shall include (3) hard copies of our energy study report and (1) electronic copy of the final report.

#### **EXCLUSIONS**

- 1. Creation of plans.
- 2. Evaluation of exterior lighting.

#### SCHEDULE

We will provide our 90% report in 16 weeks from the date of notice to proceed. 100% report will be provided in 4 weeks from the date of receipt of comments from the College.

#### FEES

We propose to undertake the project defined in this proposal for a fixed fee of **SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$72,500)** to be billed monthly until completion of project.

We look forward to assisting the campus with this energy conservation effort. Should you have any questions or clarifications, please contact me.

Sincerely,

**P2S Engineering, Inc.** 

Aravind Batra, P.E.,LC,LEED Principal

KLP:ab P3605 Ltr100526-RB

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## **BUSINESS OPERATIONS & FISCAL SERVICES**

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Additional Architectural Servic Santa Ana College	es for the Child Development Center at
Action:	Request for Approval	

## BACKGROUND:

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

## ANALYSIS:

Additional professional design and engineering services have been requested by the District of Harley Ellis Devereaux. These services are described in greater detail in the attached proposal dated May 27, 2010 and included revisions to the Master Plan Architect's direction to break up the massing of Buildings A, B, and E during the Design Development Phase of the project in order to match the building's roof structures to the already existing campus buildings.

The cost for these additional design and engineering services is a lump sum fee of \$14,000.00 including associated reimbursable expenses for this scope of work.

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the request for additional services provided by Harley Ellis Devereaux in the amount of \$14,000.00 as presented.

Fiscal Impact:	\$14,000.00	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director, District	Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor,	Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Chancellor	



#### HABILY ELLIS DEVEREAUX

May 27, 2010

Mr. Daryl Odum Assistant Vice Chancellor Rancho Santiago Community College District 2323 North Broadway Santa Ana, CA 92706-1640

Subject: Additional Services Proposal – Massing Changes Child Development Center Project No. 2005-00012

Dear Daryl:

Harley Ellis Devereaux Architects & Engineers is pleased to submit this additional services fee proposal for the revisions due to the Master Plan Architect's direction to break up the massing of Buildings A, B, and E during the Design Development Phase of the project.

We were directed by RSOCD that multiple massing would be more appropriate for the new site location than the unified scheme completed and approved at the end of Schematic Design.

These changes were previously approved by Bob Partridge on behalf of the RSOCD, and Harley Ellis Devereaux completed the necessary revisions based on his authorization. We propose a lump sum fee of \$14,000, including associated reimbursable expenses, for this scope of work.

We appreciate your consideration of this fee proposal. If you have any concerns or questions please feel free to bring them to our attention as soon as possible.

Sincerely,

Brent Miller, AIA Principal

801 South Figueros Street Suite 500 Los Angeles, California 90017 | USA

1 213.542.4500 1 213.542.4515 harlayellisdeversaux.com

Planning Architecture Engineering Interior Architecture Landscape Architecture Construction Services

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\LAX-HAR-FILE01\Studio Projects\University & Civic\Santa Ana College\2005-00012-000 Child Center\Project Manager\Additional services to Owner\additional service massing changes\100527 to odum Electronic Letter.doc

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## **BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Awarding Bid #1163 – ADA Upgrades Ana College	at the Baseball Complex at Santa
Action:	Request for Approval	

### **BACKGROUND**:

In compliance with Public Contract Code, Bid #1163 for the ADA Upgrades at the Baseball Complex at Santa Ana College was appropriately advertised and plans/specifications made available to prospective bidders. The job will involve the addition of concrete flatwork, lighting, fencing, landscaping and the addition of ADA compliant scorekeepers platform.

## ANALYSIS:

Bids were opened on Tuesday, July 13, 2010 for the ADA Upgrades as noted on the attached Bid Results Form. The lowest cost responsible bidder was B-One Construction Company with a bid of \$305,000.

District staff has provided a "due diligence" review of the lowest responsible bidder, B-One Construction Company, and a verification has been made for the appropriate license, complied with necessary bid bond requirements, and has no record of labor complaints.

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

It is recommended that the Board of Trustees award Bid #1163 for the ADA Upgrades at the Baseball Complex at Santa Ana College to B-One Construction Company as presented.

Fiscal Impact:	\$305,000.00	Board Date:	July 26, 2010
Prepared by:	Alex Oviedo, District Construction Superv Support Services	visor, District C	construction &
Submitted by:	Peter J. Hardash, Vice Chancellor, Business	Operations/Fisc	al Services
Recommended by:	John Didion, Interim Chancellor		

Board 190

		BID RESUL	TS		
BID # 1163 (Re-bid)	PROJECT: Base	ball Complex ADA Upgrades		DUE DATE Tuesday July 13	2010 3 2 00 p r
BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMCUNT
B-One Construction Co. 104 E. Prospect Avenue Burbank, CA 91502		DLS Builders 1975 N. Batavia St. Orange, CA 92865	\$389,960.00		
Horizons Construction Co., Int'l. 1173 N. Patt St. Anaheim, CA 92801	\$307,400.00	Allied Sprinkler Co., Inc. 2831 Gretta Lane Anaheim, CA 92806-2512	\$411,000.00		
Performance Concrete 633 S. Melrose Street Placentia, CA 92870	\$319,751.00				
Nature Tech Landscaping 1760 Marlborough Ave. Riverside, CA 92507	\$337,000.00				
Diversified Landscape Mgmt. 23052 Alicia Pkwy. Ste. #385 Mission Viejo, CA 92692	\$338,000.00				•
Kasa Construction 316 N. Corona Ave. Ontario, CA 91764	\$348,900.00				
Micon Construction, Inc. 1616 E. Sierra Madre Circle Placentia, CA 92870	\$369,868.00	0			

5.7 (2)

## **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## **BUSINESS OPERATIONS/FISCAL SERVICES**

То:	Board of Trustees				Date:	July	26, 2010
Re:	Approval of Proposal for Pre-Construction S Infrastructure Repair and Site Improvements	Services	for	the	Santa	Ana	College
Action:	Request for Approval	See.		-	504		

### **BACKGROUND**:

Bernards Builders and Management Services have compiled extensive background and knowledge of the Santa Ana College infrastructure. With that knowledge, they've been asked to assist with the planning of the campus infrastructure repair, and new project development.

#### ANALYSIS:

As noted in the attached proposal dated June 21, 2010 from Bernards Builders and Management Services, the proposal is based on ten (10) projects identified by the Campus Facilities group.

The estimated fee for the proposed services is detailed in the cost break out show in the proposal attachment. Bernards' fee is based on five (5) separate plan development phases and hourly rate for the anticipated staff at a cost of \$76,378.00 plus \$5,500.00 in reimbursable expenses at direct cost with no markup. This is a separate request for services not directly associated with any past or current construction project.

Proposal does not include construction management services. Construction management services will be proposed on a project-to-project basis.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the additional pre-construction management services for Bernards Builders and Management Services as presented.

Fiscal Impact:	\$81,878.00	Board Date:	July 26, 2010
Prepared by:	Alex Oviedo, District Construction Supervisor		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Op	erations/Fisca	Services
Recommended by:	John Didion, Interim Chancellor		



June 21, 2010

Mr. Alex Oviedo Construction Supervisor Rancho Santiago Community College District 2323 North Broadway, Suite 112 Santa Ana, California 92706-1640

Via E-Mail

Subject: Rancho Santiago Community College District Santa Ana College: New Projects Proposal For PreConstruction Services

#### Dear Alex:

Pursuant to our discussions with the District and Santa Ana College, we are pleased to submit our proposal for PreConstruction Services on the Santa Ana College New Projects.

Our proposal is based on the ten projects identified in Jerry Neve's letter dated May 25, 2010. We are proposing our services on a Not-To-Exceed amount of \$81,878 and our costs will be billed on a time and material basis. Attached is a breakdown of the projects and our hourly rates for the anticipated staff.

Our services for this project will begin once the District executes our Agreement. If the District decides to use us for Construction Management services, we will submit proposals on a project-by-project basis.

If you have any questions, please call me.

Respectfully, MAN OW

Kelvin K. Okino Vice President, Management Services

Attachments

1997 - Harris Carlos - 1997 - 1997

Sec.

and the second s

cc: Mr. Darryl Odum, Rancho Santiago CCD (with attachments)

Mr. Paul Foster, Santa Ana College (with attachments)

Mr. Michael Cawlina, Bernards (with attachments)

Mr. Jerry Neve, Bernards (with attachments)

. ...

ane winerspirits com

Bernards Inland Empire Regional Office 3633 E. Inland Empire Blvd., Suite 880 Ontano, CA 91764 T 909.941.5225 F 909.941.5224



Mr. Alex Oviedo | June 21, 2010 | Page 1

# **Rancho Santiago Community College District**

# Santa Ana College

# **Bernards' Preconstruction Services**

Fee Proposal

	Pre-Construction Services	Proje	ct Planning	Budgeting/ Estimating	2	Scheduling		Constructability Review/ Site Review	Ŀ	ogistics Plan/ Phasing		Totais
1.	Replace broken sewer line from the "G" building to the "W" building	\$	580	\$ 1,160	\$	580	4	580	\$	580	\$	3,480
2	Peplace the broken gas line form the "G" building to the main gas line adjacent to "G" building	\$	580	\$ 1,908	\$	580	4	i,160	 \$	- 580	5	 4,808
3.	Remove and install new carpet on all floors of "A" building.	\$	290	\$ 580	\$	580	\$	1,160	\$		\$	3,190
4.	Per IBI Architects design for the "G" building second phase, construct, new entrance concrete, exterior painting, storm drain, door hardware, replace Stanley doors, exterior lighting, sandblast and seal south building walls, cc > ply with SAC 'ADA' survey and install exterior drinking fountain.	\$	2,900	\$ 3,236	\$	580	\$	i 1,740	\$	580	\$	9,036
5.	Demolish the existing CDC.	\$	2,320	\$ 3,236	\$	1,740	\$	3,480	\$	1,160	\$	11,936
б.	Old CDC site improvements (site improvements, parking lot and soccer field).	\$	2,320	\$ 1,908	\$	1,160	\$	1,740	\$	1,160	\$	- 8,288
7.	Complete study of installing a new sewer main for buildings "G", "W", "E" to the "I" building main sewer line form the easterly portion of the site.	\$	580	\$ 1,908	\$	580	\$	2,320	\$	1,160	\$	6,548
8.	College Avenue improvements (streets, cul-de-sacs, and masonry walls).	\$	1,160	\$ 3,816	\$	1,160	\$	2,320	\$	1,160	\$	9,616
э.	CEC building improvements (roofing, sheet metal, awnings, siding replacement, gutters and downspouts, sidewalk replacement, exterior pair ting and carpeting).	\$	2,320	\$ 3,648	\$	1,740	\$	2,320	\$	1,740	\$	11,768
10	SAC Elevator Improvements.	\$	1,160	\$ 1,908	\$	1,160	\$	2,320	\$	1,160	\$	7,708
	Reimbursable Expenses (Direct Cost - No mark-ups).	\$	1,000	\$ 2,500	\$	500	\$	1,000	\$	500	<u>,</u> \$	5,500
	Subtotals	\$	15,210	\$ 25,808	\$	10,360	\$	20,140	\$	10,360		

#### NOTES:

1 Fee Proposal does not include Bid and Award Phase Services.

5.8 (3)

Grand Totals \$



June 21, 2010

81,878

# **Rancho Santiago Community College District**

# Santa Ana College

**Bernards' Preconstruction Services** 

Hourly Rates



June 21, 2010

Position	Name (others as needed)	Bill	Billing Rates		
Vice President	Kelvin Okino	. \$	173.00		
Senior Cost Estimator	Pete Shin/Nathan Deal	\$	166.00		
Project Manager	Jerry Neve	\$	145.00		
Scheduler		\$	145.00		
Project Superintendent		\$	144.00		
Cost Estimator	Michael Mao	\$	125.00		
Construction Manager		\$	97.00		
Project Engineer		\$	76.00		
Project Coordinator		\$	58.00		

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

## **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

То:	Board of Trustees Date: July 26, 20	010
Re:	Approval of Reimbursable Costs for Bernards Management Services for the Chil Development Center at Santa Ana College	ld
Action:	Request for Approval	

## **BACKGROUND**:

On October 13, 2008, the Board of Trustees approved an agreement with Bernards Management Services. Within that agreement the District has agreed to pay all reimbursable expenses.

#### ANALYSIS:

Attached is a summary of all reimbursable costs associated to managing the Santa Ana College, Child Development Center project. The reimbursable charges are for, but not limited to cell phone monthly service, office supplies, reprographic services and other associated expenses.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the additional operating costs for Bernards Management Services as presented.

Fiscal Impact:	\$24,364.00	Board Date:	July 26, 2010
Prepared by:	Alex Oviedo, District Construction Supervisor		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	John Didion, Interim Chancellor	· · · · · · · · · · · · · · · · · · ·	

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July 12, 2010

Mr. Darryl Odum Director, District Construction & Support Services 2323 North Broadway, Suite 112 Santa Ana, California 92706 Via. Electronic Mail

Subject: Rancho Santiago Community College District Santa Ana College: Child Development Center Reimbursable Cost Request

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Dear Darryl,

In accordance with the terms of the Construction Management Services Agreement dated July 13, 2009 between Rancho Santiago Community College District and Bernards, the parties agree to item no.4 regarding reimbursable expenses. This state's "District shall not be liable for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: See Exhibit 'B'."

Enclosed please find a copy of Exhibit 'B' as referenced above, in addition to Bernards' Change Order Request No. 2 for reimbursable funds in the amount of \$24,364.

Should you have any questions or concerns, feel free to contact me at (714) 568-4538.

Respectfully,

Jerry Neve

Project Manager

Cc: Darryl Odum, RSCCD Robb Gumbert, RSCCD File

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## INDEPENDENT CONTRACTOR AGREEMENT SPECIAL SERVICES

This AGREEMENT is hereby entered into between the Rancho Santiago Community College District hereinafter referred to as "DISTRICT," and Bernards Bros., Inc. dba Bernards, 618 San Fernando Road, San Fernando, CA 91340, Telephone Number: 818-838-1521, hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with an employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis for multi-prime construction management of the Santa Ana College Child Development Center.

NOW, THEREFORE, the parties agree as follows:

1. <u>Services</u>. CONTRACTOR shall provide the following services: see Exhibit "A dated 10/02/2008.

2. <u>Term</u>. CONTRACTOR shall commence providing services under this AGREEMENT on October 15, 2008 and will diligently perform as required and complete performance by December 15, 2009. The commencement date may be changed by the DISTRICT but the term of the agreement shall remain fixed at 14 months.

3. <u>Compensation</u>. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee of Five Hundred Seventy Seven Thousand and Five Hundred Dollars (\$577,500) or 7.7% of the final and actual construction cost. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Net 30 basis.

4. <u>Expenses</u>. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: See Exhibit "B" dated 10/02/2008. All such reimbursable expenses shall be invoiced monthly at cost plus 0% markup.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation.

CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies, computers and other items necessary to complete the services to be provide to this AGREEMENT, except as follows: See Exhibit "B" dated 10/02/2008. All such reimbursable materials shall be invoiced monthly at cost plus a 0% markup.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. <u>Copyright/Trademark/Patent</u>. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICTS' express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. <u>Termination</u>. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed in account of CONTRACTOR'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate unless within (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing

the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person@), including the DISTRICT'S officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT'S property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of one million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than ten (10) days prior to commencement of services, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverage's and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insured under said policy.

12. <u>Assignment</u>. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13 <u>Compliance With Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/ Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. <u>Nondiscrimination</u>. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. <u>Non Waiver</u>. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. <u>Notice.</u> All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

#### DISTRICT:

Rancho Santiago Community College District Attn: Darryl Odum, Dir., District Construction and Support Services 2323 North Broadway, Suite 112 Santa Ana, CA 92706-1640

## CONTRACTOR:

Bernards Bros., Inc Attn: Michael Cawlina, President, CM Services 618 San Fernando Road San Fernando, CA 91340 20 Severability. If any term, condition or provision of 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 and effect, and shall not be affected, impaired or invalidated in any way.

21 Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

22. <u>Governing Law</u>. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits. This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A - Scope of Services

b. Exhibit B - Scope of Expenses and Materials

c. Exhibit C - Additional Services Labor Rates

THIS AGREEMENT IS ENTERED INTO THIS 14th DAY OF OCTOBER, 2008

By:

Rancho Santiago Community College District Peter J. Hardash Vice Chancellor, Business Operations And Fiscal Services By:

Bernards Bros., Inc. Michael Cawlina President, CM Services Tax I.D. #

# Exhibit "A" CONSTRUCTION MANAGEMENT SCOPE OF SERVICES 10/02/2008

The following Construction Management services shall be provided by the CONTRACTOR for the Santa Ana College Child Development Center Project :

- > The services of the CONTRACTOR shall commence on October 14, 2008.
- Basic services for a project shall end upon release of retention funds provided that all claims, change orders and other disputed items have been resolved and all contract requirements of the general contractor have been completed to the satisfaction of the owner. In the event that, through no fault of Bernards Bros., Inc., the term of this agreement is extended, Bernards Bros., Inc. will be compensated for additional costs incurred as a result of such extension of time.
- Coordinate scheduled activities between owner, architect, inspectors, general contractor and other outside agencies performing work on the project.
- Coordinate and effectively communicate with college personnel and members of surrounding communities regarding construction activities.
- Schedule, conduct and prepare meeting minutes related to construction activities. Distribute minutes to owner, architect, general contractor and inspectors.
- Maintain daily logs describing weather, activity at the job-site and any unusual occurrences.
- Monitor, evaluate and provide input on construction schedule prepared by the general contractor. Comment on sequences, durations, status of submittals and shop drawings, coordination of samples and approvals and track ordering of materials.
- > Recommend corrective action to bring project back on schedule.
- Coordinate with general contractor and owner on proper staging and work areas.
- > Monitor work to endeavor to ensure General Contractor's compliance with plans, specifications, code and quality. Immediately report to the owner and architect any areas of concern. Assist in recommending corrective action.
- > Develop cash flow reports for the owner and architect.

# Exhibit "A" CONSTRUCTION MANAGEMENT SCOPE OF SERVICES 10/02/2008

- Assist with site visits by the owner, architect, DSA, consultants & other visitors needing access to the site.
- Maintain accounting records for unit price work, work completed on a time and material basis and other work as directed by the owner.
- Review and comment on the accuracy of progress payments. Make recommendations as to whether or not the amounts requested are actually due to the general contractor.
- Review, monitor, provide comments and make recommendations concerning the safety programs employed by each contractor at the site. Bring any recognized safety hazard to the attention of the general contractor, owner and architect. Take action to stop any unsafe activity.
- Track, record and transmit to the architect request for information or interpretations of the contract document. Provide assistance as requested by the architect.
- Review requests for changes. Make recommendations as to whether or not the request is actually a change or contract work. Review, negotiate and recommend acceptable levels of costs associated with the change.
- Assist in the review and evaluation of claims made by the general contractor. Provide comments on the validity of the claim, propose solutions, verify costs and recommend solutions.
- Maintain a written report on the current status of the project. Include work in progress, work that is behind schedule, work that is coming in the near future, status of submittals, RFI's, shop drawings, deferred approvals, samples, changes requested, changes approved, disputed items, financial status and photo history. Maintain daily work logs and tables that reflect the status of all of the construction documents.
- > On a monthly basis, confirm in writing that all as-built drawings are accurately recorded on the record set of drawings.

# Exhibit "A" CONSTRUCTION MANAGEMENT SCOPE OF SERVICES 10/02/2008

- Without taking responsibility for the General Contractor's means and methods of performing the work, coordinate construction activity with site personnel and surrounding neighbors. Schedule utility interruptions, monitor traffic flow, noise, dust, water run-off, and safety and security issues. Report any unusual activity to the owner and general contractor. Make recommendations to resolve these issues.
- > Review and monitor for compliance any start-up activity. Report in writing to the owner and architect any area of concern.
- > Monitor and review all testing done by others on building materials and/or equipment. Report findings to the owner and architect.
- Make a written recommendation to the owner when the project shall be considered substantially complete. Monitor and report on all documentation required for the project to be considered complete.
- Review the entire project and assist in preparing a list of corrective work that is required of the general contractor. Monitor and provide a written report on the status of the corrective work. Provide written notification when all of the corrective work is complete.
- Collect, organize and present to the owner all owner's manuals, record drawings, approved submittals, completed RFI's, samples, deferred approvals, approved shop drawings, warranties and all documentation related to the construction process.

END OF EXHIBIT "A"

# Exhibit "B" CONSTRUCTION MANAGEMENT SCOPE OF EXPENSES and MATERIALS 10/02/2008

In accordance with the term of the Construction Management Services Agreement between Rancho Santiago Community College District and Bernards Bros., Inc. (CONTRACTOR), the CONTRACTOR shall provide the following general conditions items and services for this CONTRACTOR'S personnel only on the project site in connection with the Project.

MATERIALS EXCLUDED IN THIS AGREEMENT (NOT INTENDED TO BE ALL INCLUSIVE):

I. SAEETY

a. FIRST AID KITS

**b. HARDHATS** 

c. SAFETY SUPPLIES & SIGNS

2. CONSTRUCTION PHOTOS

a. CONSTRUCTION PHOTOS (included)

b. PHOTO REPRODUCTION

3. MOBILIZE / DEMOBILIZE

a. POWER POLE HOOK-UP

b. SET SUBFEED PANELS

c. MOBILIZE / DEMOBILIZE TRAILER

d. RELOCATE TRAILERS

e. TEMP PHONE & INTERCOM

4. TEMPORARY UTILITIES

a. TEMPORARY UTILITIES

b. TEMP. ELEC. SERVICE

c. POWER LINES / CORDS

d. PHONE COMPANY CHARGE

e. POWER CONSUMPTION

f. WATER CONSUMPTION

g. TEMP OFFICE SANITATION

5. BARRIER & ENCLOSURE

a. TEMPORARY CHAIN LINK

b. PEDESTRIAN CANOPY

6. PROJECT SIGNS

a. PROTECT SIGNS

7. SECURITY

a. WATCHMAN/ GUARD SERVICE

8. ACCESSPARKING

a. TEMPORARY PARKING

**b. TEMP. STAIRS/LADDERS** 

Exhibit "B" CONSTRUCTION MANAGEMENT SCOPE OF EXPENSES and MATERIALS 10/02/2008

9. CLEAN-UP

a. TRASH REMOVAL/DUMP **b. DUST PALLIATION** c. TEMP. DEWATERING d. EMERGENCY CLEAN-UP **10. TRAFFIC CONTROL** a. FLAGMEN **II. FIELD ENCLOSURES** a. CM JOB OFFICE **b. ARCHTS/INSP. OFFICE** 12. PROTECT SUPPLY/EXPS a. PRINT BLUE PRINTS **b. OFFICE SUPPLIES** c. WATER & COFFEE SERVICE d. FIELD OFFICE FURNISH e. POSTAGE/UPS f. WALKIE TALKIE SERVICE g. FAX/COPY MACHINES 13. FINAL CLEAN-UP a. FINAL CLEAN-UP 14. RENTAL EQUIPMENT AND TOOLS a. RENTAL EQUIPMENT AND TOOLS **15. TESTS & INSPECTIONS** a. TESTS & INSPECTIONS

## END OF EXHIBIT "B"

Page 2 of 2

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

## BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Final Parcel Map for Santa Ana College	
Action:	Request for Approval	

## BACKGROUND:

The acquisition of the former College Avenue apartments as well as College Avenue and portions of Martha Lane and 15<sup>th</sup> Street requires updating the Santa Ana College Parcel Map.

## ANALYSIS:

The acquisition of new properties by the District for Santa Ana College requires the SAC parcel map be updated to legally describe, in a Final Parcel Map, the SAC campus as a single entity.

This is a technically involved process requiring civil engineers to incorporate a multitude of separate parcels into a single document. The process includes a review of potential easements and incorporating the individual legal descriptions with a comprehensive Final Parcel Map. The process includes numerous meetings with the City of Santa Ana to coordinate the final map as well as the placement of approximately 50 monuments at exterior and interior corners to describe the property.

The District desires to utilize Stantec Engineering for this project since this firm is very familiar with the properties involved and provided the District with a preliminary parcel map review in 2008. The Stantec proposal (dated June 23, 2010) is attached and describes specific services to be provided.

Services shall be provided by Stantec at a not to exceed cost of \$39,800 plus reimbursable expenses of \$1,500 for a total fee of \$41,300. Actual costs will be billed at the firm's hourly rate (attached) but will not exceed \$41,300. Estimated completion date is December, 2010.

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the attached agreement with Stantec Engineers to provide a Final Parcel Map for Santa Ana College as presented.

Fiscal Impact:	\$41,300.00 not to exceed	Board Date: July 26, 2010	
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	John Didion, Interim Chancellor		

Stantec Consulting Services Inc. 19 Technology Drive irvine CA 92618-2334 Tel: (949) 923-6000

stantec.com



Stantec

June 23, 2010

File: 2042 902010

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

Attention: Robert Partridge

#### Reference: Santa Ana College – P. M. No. 2006-113 Proposal for Additional Mapping Services

Dear Robert:

Stantec Consulting Services Inc. appreciates the opportunity to present the enclosed proposal for mapping services related to the above referenced project. Included in this proposal is the proposed scope and associated fees to process the final parcel map through technical approval and to prepare various legal descriptions and depictions as needed in conjunction with the final parcel map.

Our previous work for this project had been per our contract with LPA, Inc. All remaining budgets on the LPA contract will be closed and this new proposal contains the anticipated work efforts to complete this project.

As discuss last week, I have included our standard contract with this proposal. If the attached meets with your approval, please sign and return the contract via email as authorization to proceed.

Once again, thank you for your consideration. If you have any questions regarding this proposal, please feel free to contact me at the numbers below.

Sincerely,

STANTEC CONSULTING SERVICES INC.

a

James O. Steines, PLS Associate, Surveys/Geomatics Tel: (949) 923-6243 jim.steines@stantec.com

June 23, 2010 Page 2 of 4

Santa Ana College - P.M. No. 2006-113

#### 1. Project Management and Coordination

This line item establishes a budget for attending project related meetings with client, architect, agency staff, title company, and utility companies as well as provided additional time outside of regularly scheduled meetings to assure proper project management and coordination of the project documents with the Client, other consultants, and Agency staff. If this line item is depleted due to numerous requests, a supplemental budget amount will be discussed with the Client and added to the Contract. (T & M Budget = 60 Hours).

#### 2. Final Parcel Map

This line item will establish additional budget needed to incorporate revisions to the Final Parcel Map including the fee parcel from the City of Santa Ana, quitclaiming the area within College Avenue vacated by the City, and numerous utility easements that have recorded in conjunction with new development at the campus. Also allows for continued processing of the final map through the City of Santa Ana and the County of Orange to obtain technical approval of said map.

#### 3. Legal Descriptions and Exhibits

This line item establishes a budget for legal description and exhibit preparation and will apply to the fee parcel from the City of Santa Ana as well as any easements and/or quitclaims needed in conjunction with the four utility companies that have rights within the vacated portion of College Avenue. The documents will be prepared and stamped by a licensed surveyor and provided to the Client for attachment to easement documentation provided by others. After the need for an easement document or quitclaim has been determined, a fee will be provided to the client and then deducted from the budget amount. If this line item is depleted due to numerous requests, a supplemental budget amount will be discussed with the Client and added to the Contract.

#### 4. Final Monumentation

Stantec shall provide final monuments as specified in the monument notes on the above referenced Parcel Map, including the paperwork required to secure the release of the monument bonds from the local agency. For the purpose of this scope, Stantec assumes an estimated number of 25 boundary corners and 25 interior corners will be set as a result of this effort. Please note that the setting of these monuments may be delayed until after street construction has been completed.

June 23, 2010 Page 3 of 4

Santa Ana College - P.M. No. 2006-113

#### Fee Summary

TASK	DESCRIPTION		FEE
1	Project Management and Coordination		\$10,000.00
2	Final Parcel Map		\$8,300.00
3	Legal Descriptions and Exhibits		\$11,500.00
4	Final Monumentation		\$10,000.00
		otal:	\$39,800.00

#### Invoice Basis:

Fixed fee: \$\_\_\_\_\_ Invoiced monthly on a percentage completion basis,

- X T&M Estimated Budget; \$39,800.00 Invoiced monthly on a T&M basis up to the budget amount.
- T&M NTE \$\_\_\_\_\_ Invoices Not To Exceed the agreement amount for specified Scope of Work.
- Monthly on a T&M basis.

Percentage of Construction: Invoiced monthly on a percentage completion basis.
 \_\_\_\_% of estimated Construction Value of \$\_\_\_\_\_\_

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on the fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for the SERVICES are based on STANTEC'S hourly billing rate table attached hereto. The rate table is subject to escalation from time to time.

#### Reimbursable Expenses:

The following services are billed over and above any agreement amount shown above.

- Subcontracted services not specifically included in the scope of work.
- Map check fees or filing fees advanced by us.
- Transportation, meals, and lodging for overnight travel and incidental travel expenses.
- Commercial delivery services, including Federal Express, Express Mail, and Messenger Services.
- Excessive long distance telephone calls, telegrams, and other costs directly applicable to the project.
- Plotting and blueprint services and printing (the customer is encouraged to arrange for printing, other than prints or plots on our blueprint machine and plotters, to be contracted directly with an outside blueprint company acceptable to us).

Where not stated as being included in the fees, project specific reimbursables will be charged with a 15% markup.

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June 23, 2010 Page 4 of 4

Santa Ana College - P.M. No. 2006-113

#### Assumptions

This proposal was based on the following assumptions related to the proposed project:

- Parcel Map No. 2006-113 has been through first check at both the City of Santa Ana and the County of Orange. Only comments from the City and County first check letters will need to be address on final submittal. Any new or additional comments from either agency may constitute an additional work effort that is not covered within this scope of services.
- A current Title Report, under an open order number and covering the property, will be provided by the Client prior to any related mapping effort, Revisions, amendments or addendums to said report may constitute an additional work effort that is not covered within this scope of services.
- Stantec must be informed of any additional requirements to be placed on this survey prior to your authorization to commence work, as said requirements may affect the items above.
- The above fees are not contingent on the successful close of escrow, sale, transfer, or refinancing of the subject property or any other conditions not under the control of this company.
- If information discovered during the proposed survey should lead to further investigation by Stantec staff, additional fees may be incurred, and are not included within this Scope of Services. Stantec will handle requests of this nature under separate, written authorization.
- If information discovered during the proposed survey should lead to further investigation by
  persons not connected to this firm, Stantec will not be held liable for costs associated with or
  any delays caused by said efforts.

#### Exclusions

Items not specifically identified in the scope of service sections of this proposal are to be excluded from this work effort and would be considered additional services. Such services would include, but are not limited to, the following:

- Agency Checking Fees
- Clearing Conditions of Approval prior to map recordation.
- Record of Survey / Corner Record
- ALTA/ACSM Land Title Survey
- Revisions to work completed or underway due to a change in information or instruction provided to Stantec by the Client or Client's consultant(s).
- Additional easements, dedications, exhibits, or documents for recordation not specifically outlined herein.



# 2010 Fee Schedule

EVEL	HRLY RATE	DESCRIPTION
1 2 3	\$47 \$53 \$59	Generally Not applicable to the Southern California Market • May on occasion be appropriate for intern and clerical support.
4 5 6	\$66 \$73 \$80	Clerical, Interns, & Field/Lab Techs <ul> <li>Assists Office Administrators, Designers, and field staff with clencal and routine entry level tasks.</li> </ul>
7 8 9	\$88 \$96 \$104	Junior-level position, Administrative, <ul> <li>Independently cames out assignments of limited scope using standard procedures, methods and techniques</li> <li>Assists senior staff in carrying out more advanced procedures</li> <li>Completed work is reviewed for feasibility and soundness of judgment</li> <li>Recent graduate from an appropriate post-secondary program or equivalent.</li> </ul>
10 11 12	\$113 \$124 \$135	Professional level positions         • Carries out assignments requiring general familiarity within a broad field of the respective profession         • Makes decisions by using a combination of standard methods and techniques         • Actively participates in planning to ensure the activevement of objectives         • Works independently to interpret information and resolve difficulties         • Provides applied professional knowledge and initiative in planning and coordinating work programs
13 14 15	\$148 \$159 \$170	Highly-epecialized technical professional or project supervisor • Provides multidiscipline knowledge to deliver innovative solutions in related field of expentise • Participates in short and long range planning to ensure the achievement of objectives • Makes responsible decisions on all matters, including work methods, and financial controls associated with projects • Decisions accepted as technically accurate • Reviews and evaluates technical work
16 17	\$181 \$210	Senior level consultant or management function           • Recognized as an authority in a specific field with qualifications of significant value           • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise           • Independently conceives programs and problems for investigation           • Participates in discussions to ensure the achievement of program and/or project objectives           • Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects
18 19	\$247 \$347	Senior level management position         • Recognized as an authority in a specific field with qualifications of significant value         • Responsible for long range planning within a specific area of practice or region         • Makes decisions which are far reaching and limited only by objectives and policies of the organization         • Plans/approves projects requiring significant human resources or capital investment         • Graduate from an appropriate post-secondary program, with credentials or equivalent         • Generally, fifteen years expenence with extensive professional and management expenence
Survey	\$175	1-Person Crew
Crews	\$230	2-Person Crew
	\$275	3-Person Crew

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## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMEN	T is made and entered into effective June 23, 201	0 (the "Ag	reement Date") by and between:
"CLIENT"			
Name:	RANCHO SANTIAGO COMMUNITY COLLEG	E DISTRIC	т
Address:	2323 N. Broadway Santa Ana, CA 92706		
Phone:	(714) 480-7510	Fax:	(714) 796-3910
Representative:	Robert Partndge		
"STANTEC"			
Name:	STANTEC CONSULTING SERVICES INC.		
Address:	19 Technology Drive Irvine, CA 92618		
Phone:	(949) 923-6000	Fax:	(949) 923-6171
Representative:	James O. Steines, PLS, Associate		

PROJECT NAME (the "PROJECT"):

Santa Ana College - P.M. No. 2006-113

DESCRIPTION OF WORK: STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the junsdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data onginating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data orginates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

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#### **PROFESSIONAL SERVICES AGREEMENT**

#### Stantec

STANTEC'S RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the expenence and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties ansing out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a matenal breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever ansing from any storm water pollution, erosion, sedimentation, or discharge of silt or other deletenous substances into any waterway, wetland or woodland and any resulting charges, lines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule propared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The

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performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsibilities to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations. Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT, Contractors or any other entity of their obligations, duties and responsibilities with respect to jobsite safety. Subject only to applicable legislation, STANTEC has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any environmental, health or safety activities or precautions.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, ansing out of, or claimed to arise out of, the performance of the SERVICES, excepting liability ansing from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or ansing from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims ansing out of this AGREEMENT shall be absolutely limited to direct damages ansing out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets,

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees ansing from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all nghts against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a

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condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royaltyfree license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infinge upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages ansing from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, nots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**GOVERNING LAW:** This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them ansing out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the junsdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the pnor written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all pror agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.



# **PROFESSIONAL SERVICES AGREEMENT**

#### Stantec

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

STANTEC CONSULTING SERVICES INC.

Print Name and Title

James O. Steines, PLS, Associate Print Name and Title

Per:

Per:



### PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT

**BETWEEN:** 

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC. (hereinafter called "STANTEC")

June 23, 2010 EFFECTIVE: This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT. SERVICES: STANTEC shall perform the following SERVICES: See attached Santa Ana College - P.M. No. 2006-113, Proposal for Additional Mapping Services, dated June 23, 2010 for additional information. (hereinafter called the "SERVICES") **Commencement Date:** Upon receipt of signed Professional Services Agreement. CONTRACT TIME: Estimated Completion Date: Approximately 3-4 months, based on City approval. Subject to the terms below, CLIENT will compensate STANTEC as follows: **CONTRACT PRICE:** Time and Materials, Not to Exceed \$39,800 Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as involced to STANTEC with a fifteen percent (15%) markup. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required. Unless otherwise specified, charges for SERVICES are based on STANTEC'S hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. **ADDITIONAL** The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT: CONDITIONS: No additional conditions The following additional attachments shall be read in conjunction with and constitute part of this ADDITIONAL AGREEMENT: ATTACHMENTS: **STANTEC Rate Table** See attached Santa Ana College - P.M. No. 2006-113, Proposal for Additional Mapping Services, dated June 23, 2010 for additional information. Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect INSURANCE during the term of this agreement, insurance coverage in amounts and on terms not less than set forth **REQUIREMENTS:** below. General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate. Automobile Liability: Automobile liability insurance for bodily injury, including death, and property

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## PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

**Certificates:** Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.



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

То:	Board of Trustees Da	te:	July 2	26, 2010
Re:	Approval of Change Order #4 - Bid #1097 - General Construction Development Center at Santa Ana College	on	for th	ne 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 #4.

Change Order #4 increases the contract by \$42,926. The revised contract amount is \$1,973,655. 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.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #4, ISEC, Inc. for Bid #1097, General Construction for the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$42,926.00	Board Date: July 26, 2010
Prepared by: Darryl A. Odum, Director, District Construction and Support Services		
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Chancellor	· · · · · · · · · · · · · · · · · · ·

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
Project:	Child Development Center	Bid No. 1097 P.O. #P000216		
		D.S.A. No. 04-108649		
Contractor:	ISEC	Change Order No. 4		
Architect:	Harley Ellis Devereaux	Date: 7/9/10		

SUMMARY OF CONTRACT PRICE				
Original Contract Amount		\$1,831,427.00		
Previous Change Orders	\$99,302.00			
This Change Order	\$42,926.00			
Total Change Orders		\$142,228.00		
Revised Contract Amount		\$1,973,655.00		
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		July 30, 2010		
RSCCD Board Approval Date		July 26, 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 5.11 (2)		Date

Cł	-	<b>SE ORDER</b>	Rancho Santiago Com 2323 N. Broadway, Santa		
Project:	Child Developmer Center	nt	Bid No. 1097	P O. #	09-P000216
			D.S.A. No. 04-10864	19	
Contractor:	ISEC		Change Order No.		4
Architect:	Harley Ellis Dever	Baux	Date:	7/9/10	
ITEM NO.	EXPLANATIÓN:		CREDIT		EXTRA
1.0	DESCRIPTION:	De-water and muck stair landing piers and footings at Bidg. A and make revisions to the foundation plan to avoid electrical encasements,			\$1,839.0
	<u>REASON</u> :	Per soils engineer & structural.			
	REQUESTOR:	District			
<u> </u>	TIME EXTENSION:	ADDS calendar days			
_	DESCRIPTION:	Revisions to play area surfaces. Replacing rubber mulch with Pebble Flex materials.			\$3,240.00
	<u>REASON</u> :	District Requested			
	<u>REQUESTOR</u> :	District	and the second s		
	TIME EXTENSION:	ADDS calendar days			
3.0	DESCRIPTION:	Additional curbing, truncated domes and epoxy dowels at Bldg. B.			\$9,134.00
	<u>REASON</u> :	Adjustments necessary to meet ADA compliancy.			
	<u>REQUESTOR</u> :	District		1.50	
	TIME EXTENSION:	ADDS calendar days			

CHANGE ORDER				ntiago Comn adway, Santa /		
Project:	Child Development Center	*	Bid No.	1097	P.O. #	09-P000216
			D.S.A. No.	04-10864	9	
Contractor <sup>.</sup>	ISEC		Change Or	der No.		4
Architect:	Harley Ellis Devere	αυχ		Date:	7/9/10	
ITEM NO.	EXPLANATION:		С	REDIT		EXTRA
4.0	DESCRIPTION:	Install retaining wall at toy alcove 2 at Bldg. B.				\$25,653.00
*	<u>REASON</u> :	Grade adjustments necessary to meet ADA compliancy.				
2.	REQUESTOR:	District				
	TIME EXTENSION:	ADDS calendar days				
5.0	DESCRIPTION:	Add (2) steps between stair landing and tricycle track to adjust for grade differences,				\$3,060.00
	<u>REASON</u> :	District Requested				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS calendar days	- 3.1			
		Sub-Tota		\$0.0	00	\$42,926.00
		Tota				\$42,926.00

NO. 5.12

## **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #1 - Bid #1098 – Landscaping for Center at Santa Ana College	the Child Development
Action:	Request for Approval	

### BACKGROUND:

On May 11, 2009, the Board of Trustees awarded a contract to Nature Tech Landscaping, Inc. for Bid #1098, landscaping 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 #1.

Change Order #1 increases the contract by \$4,721. The total revised contract amount is \$151,621. 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 3.2% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1, Nature Tech Landscaping, Inc. for Bid #1098, landscaping for the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$4,721.00	Board Date:	July 26, 2010
Prepared by:	Darryl A. Odum, Direct	or, District Construction and	d Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by: John Didion, Interim Chancellor			

СН	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
Project:	Child Development Center	Bid No. 1098 P.O. #10-BP000217		
		D.S.A. No. <i>04-108649</i>		
Contractor:	Nature Tech	Change Order No. 1		
Architect:	Harley Ellis Devereaux	Date: 7/9/10		

SUMMARY OF CON	NTRACT PRICE	
Original Contract Amount		\$146,900.00
Previous Change Orders	\$0.00	
This Change Order	\$4,721.00	
Total Change Orders		\$4,721.00
Revised Contract Amount		\$151,621.00
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		July 26, 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. Hardas. Peter J. Hardash	Peter J. Hardash	
Vice Chancellor, Business Operations/Fiscal Services 5.12 (2)		Date

Cl				*
Project:	Child Developme	nt Center	Bid No. 1098	P.O. #10-BP000217
Contractor	Nature Tech		D.S.A. No. 04-108649	
Contractor	Harley Ellis Deven		Change Order No.	7/0/10
Architect:		edox	Date:	7/9/10
ITEM NO	EXPLANATION:		CREDIT	EXTRA \$1,098.
1.0	DESCRIPTION:	Repair damaged irrigation main and wires due to light standard auguring.		
	<u>reason</u> :	Unforseen condition		
	<u>REQUESTOR</u> :	District		
	TIME EXTENSION:	ADDS calendar days		
2.0	DESCRIPTION:	Upsize irrigation controller and run existing area irrigation wires to the new controller.		\$2,610.
	<u>REASON</u> :	District Requested		
	<u>REQUESTOR</u> :	District	a ware se	. Static P
	TIME EXTENSION:	ADDS calendar days		
3.0	DESCRIPTION:	Delete (1) tree well and relocate (2) others.	\$380.00	
	<u>REASON</u> :	District Requested		
	<u>REQUESTOR</u> :	District		
	TIME EXTENSION:	ADDS calendar days		
ł.0	DESCRIPTION:	Run additional 100lf of underground conduit/cable to revised imgation point of connection.		\$824.0
	<u>REASON</u> :	District Requested		
	<u>REQUESTOR</u> :	District		
	TIME EXTENSION:	ADDS calendar days		

5.12 (3)

Cł	HANG	E ORDER	Rancho Santiago ( 2323 N. Broadway, S	-	
Project:	Child Development	Center	Bid No. 1098 D.S.A. No. 04-1	P.0	D. #10-BP000217
Contractor:	Nature Tech		Change Order No.	00047	1
Architect:	Harley Ellis Devere		Date:	7/9/	10
ITEM NO	EXPLANATION:		CREDIT		EXTRA
5.0	DESCRIPTION: REASON:	Revisions to planter area between retaining wall and parking lot on the West side of Building C. District requested to accommodate 24" box trees.			\$602.0
	REQUESTOR: TIME EXTENSION:	District ADDS calendar days			
6.0	DESCRIPTION:	Delete drip tubing in deleted planter area at SW corner of Building C. District Requested		\$33.00	
	<u>REQUESTOR</u> :	District			
	TIME EXTENSION:	ADDS calendar days			
		Sub-Total		\$413.00	\$5,134.0
		Total			\$4,721.0

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

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #4 – Bid #1102 - Drywall and Development Center at Santa Ana College	d Plastering at the Child
Action:	Request for Approval	

## BACKGROUND:

On July 27, 2009, the Board of Trustees awarded a contract to Insul Drywall and Plastering, Inc. for Bid #1102 for Drywall and Plastering 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 \$5,409. The revised contract amount is \$418,996. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 5.3% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #4, Insul Drywall and Plastering, Inc. for Bid #1102, Drywall and Plastering at the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$5,409.00	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director, Distric	et Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor	, Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Chancellor	<u> </u>

CH	Rancho San 2323 N. Broc	itiago Com adway, Santi	munity Col a Ana, CA	lege District 92706-1640	
Project: Child Development Center		Bid No.	1104	P.O. #	P0010964
*		D.S.A. No.		04-108	649
Contractor:	Insul Drywall & Plastering, Inc	Change Or	der No.	4	42 H
Architect:	Harley Ellis Devereaux	Date:	7/9/10		

SUMMARY OF C	CONTRACT PRICE	
Original Contract Amount		\$397,800.00
Previous Change Orders	\$15,787.00	
This Change Order	\$5,409.00	
Total Change Orders		\$21,196.00
Revised Contract Amount		\$418,996.00
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		July 30, 2010
RSCCD Board Approval Date		July 26, 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	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services 5.13 (2)	Authorized Signature	Date

Project:	Child Developmen	t Conter	Bid No.	1104	PO #	P0010964
	Child Developmen	r Center	D.S.A. No.		04-108	
Contractor	Insul Drywall & Pla	istering, Inc	Change O	rder No.	4	
Architect:	Harley Ellis Devere	aux	Date:	7/9/10		
TEM NO	EXPLANATION:			CREDIT		EXTRA
1.0	Description:	Modify ceiling hat channel at Bidg, D&E				\$1,014.00
	<u>REASON:</u>	To accommodate HVAC corrections.				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS calendar days				
2.0	DESCRIPTION:	Remove and replace damaged milcor/weeps around Bldg. A				\$1,096.00
	<u>REASON</u> :	Unforseen condition due to setting of 3/4" ply decking.				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS calendar days				4534.00
3.0	<u>Description:</u> <u>Reason</u> :	Frame, drywall and tape added chase for water heater vent from below Rm. 207A. Unforseen condition				\$524.00
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS calendar days	L			
ł.O	DESCRIPTION:	Remove, repair, replace tectum panels in several locations at Bidgs. B, C, D, E.				<b>\$977.00</b>
	<u>REASON</u> :	To accommodate HVAC corrective work.				
	REQUESTOR:	District				

Project:			Bid No.	1104	PO #	P0010964
	Child Developmen	t Center	D.S.A. N		04-108	
Contractor:	Insul Drywall & Pla	istering, Inc	1	Order No.	4	
An:hitect;	Harley Ellis Devere	cux	Date:	7/9/10		
TEM NO	EXPLANATION:			CREDIT		EXTRA
5.0	DESCRIPTION:	Add drywall and cornerbead at door 202A-1 in Bidg. A.		*		\$136.0
	<u>REASON</u> :	To accommodate district requested change to aluminum storefront door.				
	<u>REQUESTOR</u> :	District	÷			
1997 av 19	TIME EXTENSION:	ADDS calendar days	4			
5.0	DESCRIPTION:	Remove and re-layout tectum panels in Rm. 202A per Architect direction.			•	\$839.0
	<u>REASON</u> :	District Requested				*
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS calendar days			14	
7.0	DESCRIPTION:	Frame, drywall and tape around added soffit in Bidg. A, room 117A to conceal exposed HVAC ducting.				\$823.0
	<u>REASON</u> :	Unforseen condition.				
	<u>REQUESTOR</u> :	District				÷
	TIME EXTENSION:	ADDS calendar days				
		Sub-Total		\$0.00		\$5,409.0
	the second second	Total		2		\$5,409.00

## **BUSINESS OPERATIONS/FISCAL SERVICES**

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #1 - Bid #1108 - Painting of Center at Santa Ana College	f the Child Development
Action:	Request for Approval	

#### **BACKGROUND**:

On May 11, 2009, the Board of Trustees awarded a contract to Kronos Painting, Inc. for Bid #1108/SAC Child Development Center to perform the painting portion of the project.

### ANALYSIS:

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

Change Order #1 increases the contract by \$1,750. The revised contract amount is \$66,750. 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 2.7% 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, Kronos Painting, Inc. for Bid #1108, for painting of the Child Development center at SAC as presented.

Fiscal Impact:	\$1,750.00	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director, Distric	et Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor	, Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Chancellor	

CH	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
Project:	Child Development Center	Bid No. 1108 P.O. #09-P0010966		
		D.S.A. No. 04-108649		
Contractor:	Kronos	Change Order No. 1		
Architect:	Harley Ellis Devereaux	Date: 7/9/10		

SUMMARY OF (	CONTRACT PRICE	
Original Contract Amount		\$65,000.00
Previous Change Orders	\$0.00	
This Change Order	\$1,750.00	
Total Change Orders		\$1,750.00
Revised Contract Amount		\$66,750.00
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		July 26, 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 5.14 (2)		Date

CH	HANG	E ORDER	Rancho Santiago Commur 2323 N. Broadway, Santa Ana	
Project:	ct: Child Development Center		Bid No. 1108 D.S.A. No. 04-108649	P.O. #09-P0010966
Contractor	Kronos		Change Order No.	. 1
Architect:	Harley Ellis Devere	αυχ	Date:	7/9/10
TEM NO	EXPLANATION:		CREDIT	EXTRA
1.0	DESCRIPTION:	Prime and paint for added separation wall in Bldg. C.		\$1,400.0
	<u>REASON</u> :	District Requested		
	REQUESTOR:	District		
)	TIME EXTENSION:	ADDS calendar days		
2.0	DESCRIPTION:	Stain (8) exposed beams in In Buildings B, C, D and E.		\$350.0
	<u>REASON</u> :	District Requested		
	REQUESTOR:	District		
	TIME EXTENSION:	ADDS calendar days		
		Sub-Total	\$0.00	\$1,750.0
		Total		\$1,750.0

## BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees Date			
Re: Approval of Change Order #2 – Bid #1109 – Plumbing for the Child Develo Center at Santa Ana College				
Action:	Request for Approval			

## BACKGROUND:

On May 11, 2009, the Board awarded a contract to J.M. Farnan Company, Inc. for Bid #1109, Santa Ana College Child Development Center to perform the plumbing portion of the project.

## ANALYSIS:

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

Change Order #2 increases the contract by \$5,210. The revised contract amount is \$644,144.50. 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% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #2, J.M. Farnan Company, Inc. for Bid #1109, plumbing for the Santa Ana College Child Development Center as presented.

Fiscal Impact:	\$5,210.00	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director, District	Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor,	Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Chancellor	

CH	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project: Child Development Center	Bid No.	1109	P.O. #	<i>09-P0010968</i>	
		D.S.A. No.		04-108	649
Contractor	JM Farnan	Change Or	der No.	2	
Architect:	Harley Ellis Devereaux	Date:	7/9/10		

SUMMARY OF C	ONTRACT PRICE	
Original Contract Amount		\$625,700.00
Previous Change Orders	\$13,234.50	
This Change Order	\$5,210.00	
Total Change Orders		\$18,444.50
Revised Contract Amount		\$644,144.50
Previous Time Extensions	calendar days	
Time Extension - This Change Order	calendar days	
Total Time Extensions		calendar days
Original Completion Date		
Revised Contract Completion Date		
RSCCD Board Approval Date		

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	Authorized Signature	Date	
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date	(
Peter J. Hardash			
Vice Chancellor, Business Operations/Fiscal Services 5.15 (2)	Authorized Signature	Date	

CHANGE ORDER				Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:	Child Developmen	t Center	Bid No.	1109	PO # 09-P0010968		
		D.S.A. No	•	04-108649			
Contractor JM Farnan		Change C	Order No.	2			
Architect:	Harley Ellis Devere	aux	Date:	7/9/10			
TEM NO	EXPLANATION:			CREDIT	EXTRA \$2,550.0		
1.0	DESCRIPTION:	Upcharge associated with change in specified sink for infant day care. Total of 8 sinks.			44,000,0		
	<u>REASON:</u> <u>REQUESTOR</u> :	District Requested District					
	TIME EXTENSION:	ADDS calendar days					
2	DESCRIPTION:	Add garbage disposal to sink ın Bldg. C kitchen.			\$2,660.0		
	<u>REASON</u> :	District Requested					
	<u>REQUESTOR</u> :	District					
	TIME EXTENSION:	ADDS calendar days					
		Sub-Tota	1	\$0.00	\$5,210.0		
		Tota	1		\$5,210.0		

NO. 5.16

## **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## BUSINESS OPERATIONS/FISCAL SERVICES

Ίο:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #3 - Bid #1121 - Structural Steel at t Development Center at Santa Ana College	he Child
Action:	Request for Approval	

#### **BACKGROUND**:

On May 11, 2009, the Board of Trustees awarded a contract to Columbia Steel, Inc. for Bid #1121 for Structural Steel 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 \$2,382. The revised contract amount is \$699,925. 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 2.16% 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 #3, Columbia Steel, Inc. for Bid #1121, Structural Steel for the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$2,382.00	Board Date: July 26, 2010		
Prepared by:	Darryl A. Odum, Director, Distric	et Construction and Support Services		
Submitted by:	nitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services			
Recommended by:	John Didion, Interim Chancellor			

CH	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project: Child Developr	Child Development Center	Bid No.	1121	P.O #	B0012026
		D.S.A. No.		04-10	08649
Contractor:	Columbia Steel	Change Or	der No.	3	-
Architect:	Harley Ellis Devereaux	Date:	7/9/10		

SUMMARY OF CONTRACT PRICE				
Original Contract Amount		\$685,088.00		
Previous Change Orders	\$12,455.00			
This Change Order	\$2,382.00			
Total Change Orders		\$14,837.00		
Revised Contract Amount		\$699,925.00		
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		May 24, 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 5.16 (2)		Date

CH	IANG	E ORDER		Santiago Commu roadway, Santa Ar	8	
Project:	Child Development	Center	Bid No. D.S.A. No	1121	PO # 04-1086	B0012026
Contractor:	Columbia Steel			Drder No.	3	
Architect:	Harley Ellis Devere	אטפ	Date:	7/9/10		
ITEM NO	EXPLANATION:			CREDIT		EXTRA
1.0	DESCRIPTION:	Re-work mechanical roof screen gates and add shims to provide enough clearance to fully open.				\$2,382.00
	<u>REASON</u> :	District Requested				
	REQUESTOR:	District				
)	TIME EXTENSION:	ADDS calendar days				
		Sub-Total		\$0.00		\$2,382.00
		Total				\$2,382.00

#### BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #2 - Bid #1122 – Glass and Glazin Development Center at Santa Ana College	ng at the Child
Action:	Request for Approval	

#### BACKGROUND:

On July 27, 2009, the Board of Trustees awarded a contract to E & R Glass Contractors for Bid #1122 for the glass and glazing 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 \$1,387. The revised contract amount is \$415,228. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 1.13% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #2, E & R Glass Contractors for Bid #1122, Glass and Glazing at the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$1,387.00	Board Date: July 26, 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:	John Didion, Interim Chance	llor

CH	ANGE ORDER	Rancho San 2323 N. Broc	tiago Com adway, Sant	imunity Col a Ana, CA	lege Di: 92706-1	strict 640
Project: Child Development Center	Child Development Center	Bid No.	1122	P.O. #	BP00	220
		D.S.A. No.		04-10	8649	
Contractor:	E&R Glass Contractors	Change Ord	der No.			2.
Architect:	Harley Ellis Devereaux	Date:	7/9/10			

SUMMARY OF	CONTRACT PRICE	
Original Contract Amount	Original Contract Amount	
Previous Change Orders	\$3,256.00	
This Change Order	\$1,387.00	
Total Change Orders		\$4,643.00
Revised Contract Amount		\$415,228.00
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		July 30, 2010
RSCCD Board Approval Date		July 26, 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 5.17 (2)		Date

	IANG	E ORDER	1	Santiago Commu roadway, Santa Ar		
Project:	Child Development	Center	Bid No. D.S.A. No	1122	PO #	BP00220 49
Contractor.	E&R Glass Contract	fors	Change C	Order No.		2
Architect:	Harley Ellis Devered	XUX	Date:	7/9/10		
<u>ITEM NO</u> 1.0	EXPLANATION: DESCRIPTION: REASON:	Replace solid hollow metal door with aluminum storefront door at Building A, room 118A. District Requested		CREDIT		EXTRA \$1,387.0
	<u>REQUESTOR</u> : <u>TIME EXTENSION</u> :	District ADDS calendar days				
		Sub-Total		\$0.00		\$1,387.00
		Total				\$1,387.00

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

Го:	Board of Trustees	 Date: July 26, 2010
Re:	Approval of Change Order Center at Santa Ana College	- Flooring for the Child Development
Action:	Request for Approval	

### BACKGROUND:

On May 11, 2009, the Board of Trustees awarded a contract to Precision Floor Covering for Bid #1123, flooring 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 #1.

Change Order #1 increases the contract by \$4,061. The total revised contract amount is \$71,806. 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 6% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1, Precision Floor Covering for Bid #1123, flooring for the Child Development Center at Santa Ana College.

Fiscal Impact:	\$4,061.00	Board Date:	July 26, 2010	
Prepared by:	Darryl A. Odum, Direct	or, District Construction an	d Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services			
Recommended by:	John Didion, Interim C	hancellor		

СН	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project:	Child Development Center	Bid No. 1123 P.O. #BPO000223
		D.S.A. No. 04-108649
Contractor:	Precision Floor Covering (Ceramic Tile)	Change Order No. 1
Architect:	Harley Ellis Devereaux	Date: 7/9/10

SUMMARY OF C	ONTRACT PRICE	
Original Contract Amount		\$67,745.00
Previous Change Orders	\$0.00	
This Change Order	\$4,061.00	1
Total Change Orders		\$4,061.00
Revised Contract Amount		\$71,806.00
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		July 30, 2010
RSCCD Board Approval Date		July 26, 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 5.18 (2)		Date

Cł	HANG	E ORDER	Rancho Santiago Commun 2323 N. Broadway, Santa Ana	
Project:	Child Development	Center	Bid No. 1123	P.O. #BP0000223
			D.S.A. No. 04-108649	
Contractor:	Precision Floor Co	vering (Ceramic Tile)	Change Order No.	1
Architect:	Harley Ellis Devere	aux	Date:	7/9/10
ITEM NO.	EXPLANATION:		CREDIT	EXTRA
1.0	DESCRIPTION: REASON:	Revise exterior counter top and drinking fountain. Replace plastic laminate with ceramic tile. District Requested		\$4,061.00
D	<u>REQUESTOR</u> : <u>TIME EXTENSION</u> :	District ADDS calendar days		
		Sub-Total	\$0.00	\$4,061.00
		Total		\$4,061.00

### BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees		Date: July 26, 2010
Re:	Approval of Award of Bid #115 at Santiago Canyon College	0 – Swimming Pool fo	or the Athletic/Aquatic Center
Action:	Request for Approval		

#### **BACKGROUND**:

In compliance with Public Contract Code, Bid #1150 for the Swimming Pool for the Athletic/Aquatic Center at Santiago Canyon College was appropriately advertised and plans/specifications made available to prospective bidders.

#### ANALYSIS:

Bids were opened on Tuesday, June 29, 2010 for the swimming pool as noted on the attached Bid Results Form. The lowest cost responsible bidder was Nadar, Inc. with a bid of \$1,009,700.

District staff has provided a "due diligence" review of the lowest responsible bidder, Nadar, Inc., and a verification has been made for the appropriate license, complied with necessary bid bond requirements, and has no record of labor complaints.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees award Bid #1150 for the Swimming Pool for the Athletic/Aquatic Center at Santiago Canyon College to Nadal, Inc. as presented.

Fiscal Impact:	\$1,009,700.00	Board Date:	July 26, 2010
Prepared by:	Darryl A. Odum, Director, District Constr	uction and Suppor	t Services
Submitted by:	bmitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	John Didion, Interim Chancellor		

BID #1150 ESTIMATE: \$1,500,000 BIDDER Nadar, Inc.	BID RESULIS	ULTS	
TIMATE: \$1,500,000 BIDDER dar, Inc.	PROJECT: Swimming Pool /	imming Pool / Athletic/Aquatic Center at Sanitago Canyon College	go Canyon College
		DUE DATE: Tuesday, June 29, 2010	010 @ 2:00 PM
dar, Inc.	AMOUNT	BIDDER	AMOUNT
Tom Dakar 2596 N. Fair Oaks Avenue Attadena CA 91001	\$1,009,700.00		
California Commercial Pools, Inc. Jason Anderson 2255 East Auto Center Drive Glendora, CA 91740	\$1,020,000.00		
<b>Mission Pools, Inc.</b> Rick Jamison 755 West Grand Avenue Escondido, CA 92025	\$1,069,000.00		
Shasta Industries Nathan Reed 3750 W. Indian School Road Phoenix, AZ 85019	\$1,125,000.00		

Required License TC-53

SWIMM

Bid R &/Bid#1150

Facility Planning, District Construction and Support Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

NO. <u>5.20</u>

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

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Additional Emergency Repairs to the Main Electric at the Science Building at Santiago Canyon College	ical Duct Bank
Action:	Request for Approval	

## BACKGROUND:

In December of 2007, the Board of Trustees awarded a contract to various multi-prime contractors to construct the new Science Building at Santiago Canton College. Baker Electric was one of the multi-prime contractors to furnish the electrical service to the Science Building. During the week of March 1, 2010 water seepage was discovered by Baker Electric. Water was entering the electrical room through the electrical conduits that feed the main electric service to the building. This water caused significant damage to the electrical room and adjacent classroom. The District secured estimates from two contractors to make emergency repairs to stop the seepage of water into the building.

The two contractors that were selected for the emergency repairs were Baker Electric and Orange Coast Plumbing. Southern California Edison disconnected the electrical service to the building so that these repairs could be made. On March 8, 2010 the Board approved the cost of \$139,000 for the emergency repairs in order to complete the construction of the building and prevent the continual seepage of water.

## ANALYSIS:

Due to the extent of the damage caused by the water seepage, District staff and the two contractors on-site discovered that the main electrical duct bank to the Science Building could not be repaired, resulting in the abandonment of the duct bank. Baker Electric was unable to provide personnel to build a new main electrical duct bank. The District contracted with Academy Electric for a new main electrical duct bank to the building. In addition, Baker Electric and Orange Coast Plumbing incurred additional costs due to the extensiveness of the water damage. The additional emergency repair work necessary for the building totaled \$99,965.58. All the emergency repairs to the Science Building are described in more detail on the attached Exhibit A. The additional emergency repairs to the building total \$238,965.58.

## **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the additional emergency repairs as presented in the attached Exhibit A in the amount of \$99,965.58.

Fiscal Impact:	\$99,965.58	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director, District	Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor, J	Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Chancellor	

# **EXHIBIT A**

#### Orange Coast Plumbing

- a. Clean out conduits
- b. Video scope and determine extent of damage x (4) five-inch conduits

#### \$ 17,275.00

#### Academy Electric

- a. Investigate and repair existing sections of conduits
- b. Saw cut across parking lot 5' x 10'
- c. Remove asphalt and haul away and pay dump fees
- d. Excavate to top of existing encasement.
- e. Repair damage and broken conduits
- f. Re-pave asphalt trench section 5' x 10'

#### \$ 12,650.00

- a. Saw cut across parking lot 232 L.F. to repair existing sections of conduits
- b. Backhoe equipment and operators 73 hours
- c. Purchase and deliver to site 400' of Schedule 40 5" PVC conduits and fittings
- d. Electrician 8-Hours on site

#### \$ 12,501.82

- a. Install complete new duct bank from SCE vault to the electrical room
- b. X-Ray walls
- c. Core concrete wall and block wall
- d. Saw cutting, excavation and backfill
- e. Install PVC conduits
- f. Provide and install 2,000 PSI (2 sack slurry) conduit duct bank encasement

### \$ 104,700.00

- a. Installation of new drain at the electrical room
- b. Saw cut concrete slab (520 sq. ft) in three areas and remove slabs.
- c. Trench out and install new 6" x 6" brass and 4" schedule 40 PVC pipe run to existing 4" line in dirt area.
- d. Run new line, tie-in to existing and install new drain by door.
- e. Form all three areas for new concrete pour back.
- f. Pump, pour and finish concrete.
- g. Provide "Topcast" wash, and wash off for all finished concrete to match existing concrete.

Edison Equipment / Structure Surround Area

- a. Remove all gravel to 6" depth at the Edison Vault and wall areas.
- b. Compact sub base. Pour and finish 4000 p.s.i. concrete in all 820sq.ft area.

\$42, 528.00

Page 1 of 2

# **EXHIBIT A**

- Baker Electric
  - a. Remove and replace electrical conductors from existing duct bank connecting the Science building to SCE electrical vault after SCE disconnected the power to the Science Building
  - b. Added cost to install new conduits for the new duct bank.

\$ 25,286.86

• SCE

a. Disconnect and reconnect the Edison power to the Science Building.

\$ 5,213.90

- Best Contracting Services
  - a. Waterproofing of the retaining wall

\$ 5,000.00

- Marina Landscape
  - a. Remove and replace landscaping to allow access to the retaining wall.
- Athena Engineering

\$ 5,000.00

- a. Re-boot HVAC and control systems. Provide for the orderly shut down of air systems and energy management controls.
- DCI, Inc
  - a. Remove and replace damaged drywall and repaint.

## \$ 3,810.00

\$ 5,000.00

Total

\$ 238,965.58

Page 2 of 2

5.20 (3)

## BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees Date: July 26, 2	2010
Re:	Approval of Amended Change Order #2, Bid #1055 - Concrete for the Science Building (Bond Portion) at Santiago Canyon College – Item No. 5.7, May 10, 201	0
Action:	Request for Approval	V

#### BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract with Angeles Contractor, Inc. for Bid #1055, to provide the concrete for 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 #2.

Change Order #2 decreases the contract by \$7,437.89. The total revised contract amount is \$1,563,211.95. 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 1.7% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #2, Angeles Contractor, Inc. for Bid #1055, concrete for the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$7,437.89	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director,	District Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Cha	ncellor, Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Char	Icellor

CH	IANGE ORDER	Rancho San 2323 N. Broc	tiago Comi odway, Santa	nunity a Ana,	Coll CA 9	ege District 92706-1640
Project:	New Science Building (Bond Funded Portion) at	Bid No.	1055	PO	#	08-P0003746
Santiago Canyon College	D.S.A. No.		04	-107	803	
Contractor	: Angeles Contractor, Inc	Change Or	der No.		2	
Architect:	LPA, Inc.	Date:	5/10/10			

SUMMARY OF C	CONTRACT PRICE	
Original Contract Amount		\$1,537,000.00
Previous Change Orders	\$33,649.84	
This Change Order	-\$7,437.89	
Total Change Orders		\$26,211.95
Revised Contract Amount		\$1,563,211.95
Previous Time Extensions	5 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 20, 2009
Revised Contract Completion Date		July 25, 2009
RSCCD Board Approval Date		May 10, 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
	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning Peter J. Hardash	Abinonzed aigholore	
Vice Chancellor, Business Operations/Fiscal Services 5.21 (2)	Authorized Signature	Date

St	IANG	E ORDER		ntiago Commu adway, Santa An		
Project:	New Science Buildir Canyon College	ng (Bond Funded Portion) at Santiago	Bid No. D.S.A. No.	1055	PO #	08-P0003746
Contractor.	Angeles Contractor,	Inc	Change Or	der No.	2	
Architect:	LPA, Inc.		Date:	5/10/10	_	
ITEM NO	EXPLANATION:		СІ	REDIT		EXTRA
1.0	<u>DESCRIPTION:</u> <u>REASON</u> :	Deducted amount applied to the wrong project/PO number		\$7,437.89		
	<u>REQUESTOR:</u> TIME EXTENSION:	District ADDS 0 calendar days				
$\overline{)}$		Sub-Total		\$7,437.89		\$0.00
		Total				-\$7,437.89

#### BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees Date: July 26, 2010
Re:	Approval of Change Order #3 - Bid #1055 - Concrete for the Science Building (Bond Portion) at Santiago Canyon College
Action:	Request for Approval

#### BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract with Angeles Contractor, Inc. for Bid #1055, to provide the concrete for 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 #3.

Change Order #3 increases the contract by \$16,405.06. The total revised contract amount is \$1,563,211.95. 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 1.7% 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, Angeles Contractor, Inc. for Bid #1055, concrete for the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	\$16,405.06	Board Date: July 26, 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:	John Didion, Interim Chancel	lor

CH	ANGE ORDER	Rancho Sar 2323 N. Bro	ntiago Com adway, Santi	munity Co a Ana, CA	llege District 92706-1640
Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No.	1055	P.O. #	08-P0003746
		D.S.A. No.		04-107	7803
Contractor.	Angeles Contractor, Inc	Change Or	der No.	3	
Architect:	LPA, Inc.	Date:	7/7/10		

SUMMARY OF C	CONTRACT PRICE	
Original Contract Amount		\$1,537,000.00
Previous Change Orders	\$9,806.89	
This Change Order	\$16,405.06	
Total Change Orders		\$26,211.95
Revised Contract Amount		\$1,563,211.95
Previous Time Extensions	5 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 20, 2009
Revised Contract Completion Date		July 25, 2009
RSCCD Board Approval Date		July 26, 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

.

			Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA. 92706-1640			
Project		ding (Bond Funded Portion) at Santiago	Bid No. 10	)55	PO #	08-P0003746
	Canyon College		D.S.A. No.		04-107	303
Contractor	Angeles Contracte	or, Inc	Change Order	No.	3	
Architect	LPA, Inc.		Date: 7/	7/10		
ITEM NO	EXPLANATION:		CRED	п		EXTRA
1.0	DESCRIPTION	Provide Additional Footing per rfi#100				\$4,574.7
	<u>REASON</u> :	Footing was Required to Install				
		Additional Tube Steel Column for Extra Support at Stair #1				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
2.0	DESCRIPTION:	Cut and Patch Masonry wall per Construction Field order #1				\$2,685.9
	<u>REASON</u> :	Provide CMU Penetrations for Mechanical, Electrical & Plumbing utilities				v
•	<u>REQUESTOR:</u> <u>TIME EXTENSION</u> :	District ADDS 0 calendar days				
3.0	DESCRIPTION:	Provide Utility Trench and Cover at the Bond Lecture Hall per CCD#7				\$6,667.3
	<u>REASON</u> :	To provide a better Access to Utilities and for Easier Maintenance				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
.0	DESCRIPTION:	Drill and Epoxy Dowels into existing footings at Retaining Wall	* • •			\$2,477.0
	<u>REASON</u> :	Provide additional Reinforcement to Retaining Wall				
<u>}</u>	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
		Sub-Total		\$0.00		\$16,405.06
		Total				\$16,405.06

5.22 (3)

NO. 5.23

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees Date: July 26, 2010
Re:	Approval of Amended Change Order #3 - Bid #1055 - Concrete for the Science Building (State Portion) at Santiago Canyon College – Item No. 5.8, May 10, 2010
Action:	Request for Approval

#### BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract with Angeles Contractor, Inc. for Bid #1055, to provide the concrete for 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 #3.

Change Order #3 decreases the contract by \$38,953.56. The total revised contract amount is \$2,326,301.88. 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 4.9% 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, Angeles Contractor, Inc. for Bid #1055, concrete for the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$38,953.56	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director,	District Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Cha	ncellor, Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Char	ncellor

CH	Rancho San 2323 N. Brod	itiago Comr adway, Santa	munity Col 1 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.		04-107	804
Contractor:	Angeles Contractor, Inc	Change Or	der No.	3	
Architect:	LPA, Inc.	Date:	5/10/10		

SUMMARY OF C	ONTRACT PRICE	
Original Contract Amount		\$2,217,000.00
Previous Change Orders	\$148,255.44	
This Change Order	-\$38,953.56	
Total Change Orders		\$109,301.88
Revised Contract Amount		\$2,326,301.88
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		July 26, 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
5.23 (2)		

bC	HAN	GE ORDER	Rancho Santiago Comm 2323 N. Broadway, Santa A	
Project:	New Science Build Canyon College	ding (State Funded Portion) at Santiago	Bid No. 1055	P O. # 08-P0003747
Contractor <sup>.</sup>	Angeles Contracto	or, Inc	D.S.A. No. Change Order No.	<u>04-107804</u> 2
Architect:	LPA, Inc.		Date: 5/10/10	
ITEM NO	EXPLANATION:		CREDIT	EXTRA
1.0	DESCRIPTION:	Deducted amount applied to the wrong project/PO number	\$38,953.5	6
	<u>REASON</u> :	To be charged to Bid #1058/State Portion PO# 08-0003748		
	REQUESTOR:	District		
	TIME EXTENSION:	ADDS 0 calendar days		
		Sub-Total	\$38,953.56	5 \$0.0
<u> </u>		Total		-\$38,953.5

#### BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #4, Bid #1055 - Concrete Portion) at Santiago Canyon College	for the Science Building (Bond
Action:	Request for Approval	

#### BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract with Angeles Contractor, Inc. for Bid #1055, to provide the concrete for 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 #4.

Change Order #4 increases the contract by \$28,763.82. The total revised contract amount is \$1,599,413.66. 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 4.1% 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 #4, Angeles Contractor, Inc. for Bid #1055, concrete for the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	\$28,763.82	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director,	District Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Cha	ncellor, Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Char	cellor

5.24(1)

CH	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:	New Science Building (Bond Funded Portion) at	Bid No.	1055	P.O. #	08-P0003746
	Santiago Canyon College	D.S.A. No.	t be impo	04-10	07803
Contractor.	Angeles Contractor, Inc	Change Or	der No.	4	
Architect:	LPA, Inc.	Date:	7/8/10		

SUMMARY OF	SUMMARY OF CONTRACT PRICE					
Original Contract Amount		\$1,537,000.00				
Previous Change Orders	\$33,649.84					
This Change Order	\$28,763.82					
Total Change Orders		\$62,413.66				
Revised Contract Amount		\$1,599,413.66				
Previous Time Extensions	5 calendar days					
Time Extension - This Change Order	0 calendar days					
Total Time Extensions		0 calendar days				
Original Completion Date		July 20, 2009				
Revised Contract Completion Date		July 25, 2009				
RSCCD Board Approval Date		July 26, 2010				

Architect	Authorized Signature	Date	
Contractor Name	Authorized Signature	Date	
Construction Manager - Seville Construction Services	Authorized Signature	Date	<u>.</u>
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	

	HANC	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640				
Project:	New Science Buil Canyon College	ding (Bond Funded Portion) at Santiago	Bid No.	1055	P O. #	08-P000374
			D.S.A. No	•	04-107	803
Contractor	Angeles Contract	or, Inc	Change C	Order No.	4	
Architect:	LPA, Inc.		Date:	7/8/10		
ITEM NO.	EXPLANATION:			CREDIT		EXTRA
1.0	DESCRIPTION:	Cut and Patch Masonry wall per Construction Field order #1				\$934.(
	<u>REASON</u> :	Provide CMU Penetrations for Mechanical, Electrical & Plumbing utilities				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
2.0	DESCRIPTION:	Install Embed Templates for all CMU Walls				\$4,346.0
	<u>REASON</u> :	Embeds Were Needed for Structural Steel Layout & Installation				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
.0	DESCRIPTION:	Demolition of Existing Curb & Gutter at the Loop Road		· ·		\$3,143.0
	REASON:	Not Part of the Contract Drawings				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
.0	DESCRIPTION:	Modify Concrete Paving per CCD#11				\$2,650.24
	REASON:	Relocation of Exterior Light Bollards				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				

Project:	New Science Buildi Canyon College	ng (Bond Funded Portion) at Santiago	Bid No. D.S.A. No	1055	P.O. # 04-1078	08-P0003746
		- Inc		Order No.	4	
Contractor	Angeles Contractor LPA, Inc.	, mc	Date:	7/8/10		
Architect:	EXPLANATION:			CREDIT		EXTRA
5.0	DESCRIPTION:	Additional Cleaning Required at 2nd Floor Metal Deck				\$4,343.00
	<u>REASON</u> : REQUESTOR:	Allow 2nd floor Metal Deck to be Poured in Place District				
	TIME EXTENSION:	ADDS 0 calendar days				47.007.5
6.0	DESCRIPTION:	Cut, Patch and Relocate CMU Masonry wa Wall Penetration				\$7,887.5
	<u>REASON</u> :	Allow Installtion of Strutural Steel Beam				
	<u>REQUESTOR</u> : <u>TIME EXTENSION</u> :	District ADDS 0 calendar days				\$1,984.0
7.0	DESCRIPTION:	Remove Existing Rebar Near Loop Road				\$1,90 <del>1</del> .0
	<u>REASON</u> :	Safety Hazard				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				\$3,476.0
8.0	DESCRIPTION:	Sawcut and Remove Concrete Panel Next to Stair #2				-, , , , , , , , , , , , , , , , , , ,
	<u>REASON</u> :	Replace Damaged Panel				•
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
		Sub-Tota	1	\$0.0	0	\$28,763.8
5.2	4 (4)	Tota	ıt			\$28,763.

### BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #4, Bid #1055 - Concrete for the Sc Portion) at Santiago Canyon College	ience Building (State
Action:	Request for Approval	

#### BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract with Angeles Contractor, Inc. for Bid #1055, to provide the concrete for 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 #4.

Change Order #4 increases the contract by \$10,842.72. The total revised contract amount is \$2,337,144.60. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 5.4% 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 #4, Angeles Contractor, Inc. for Bid #1055, concrete for the Science Building at Santiago Canyon College as presented.

\$10,842.72	Board Date: July 26, 2010
Darryl A. Odum, Director,	District Construction and Support Services
Peter J. Hardash, Vice Cha	ncellor, Business Operations/Fiscal Services
John Didion, Interim Char	ıcellor
	Darryl A. Odum, Director, Peter J. Hardash, Vice Cha

CH	IANGE ORDER	Rancho San 2323 N. Bro	ntiago Com adway, Santi	munity Col a Ana, CA	lege District 92706-1640
Project:	New Science Building (State Funded Portion) at	Bid No.	1055	P.O. #	08-P0003747
	Santiago Canyon College	D.S.A. No.		04-107	804
Contractor	: Angeles Contractor, Inc	Change Or	der No.	4	
Architect:	LPA, Inc.	Date:	7/8/10		

SUMMARY OF CO	NTRACT PRICE	
Original Contract Amount		\$2,217,000.00
Previous Change Orders	\$109,301.88	
This Change Order	\$10,842.72	
Total Change Orders		\$120,144.60
Revised Contract Amount		\$2,337,144.60
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		July 26, 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 5.25 (2)	Authorized Signature	Date

CHANGE ORDER			Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:		ding (State Funded Portion) at Santiago	Bid No. 1055	P.O. # 08-P000374		
	Canyon College		D.S.A. No.	04-107804		
Contractor	Angeles Contracto	pr, Inc	Change Order No. 4			
Architect:	LPA, Inc.		Date: 7/8/10			
ITEM NO.	EXPLANATION:	· · · · · · · · · · · · · · · · · · ·	CREDIT	EXTRA		
1.0	DESCRIPTION:	Provide Trench Plates for Access to Elevator Pit		\$2,912.46		
	REASON:	Allow to Drill for Jack Shafts for Elevator				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				
2.0	DESCRIPTION:	Install Embed Templates for all CMU Walls		\$5,799.00		
	<u>REASON</u> :	Embeds Were Needed for Structural Steel Layout & Installation				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				
3.0	DESCRIPTION:	Additional Cleaning of Required at 2nd Floor Metal Deck		\$1,579.00		
	<u>REASON</u> :	Allow 2nd floor Metal Deck to be Poured in Place				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				
1.0	DESCRIPTION:	Install Additional CMU Block per CCD#33		\$552.26		
	REASON:	Align CMU Block to the Top of Metal Panel Roof				
	REQUESTOR:	District				
All the second	TIME EXTENSION:	ADDS 0 calendar days				
		Sub-Total	\$0.00	\$10,842.72		
		Total		\$10,842.72		
				φτυ,072.7		

NO. 5.26

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

#### BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #3 - Bid #1058 - Concrete for the S Portion) at Santiago Canyon College	cience Building (Bond
Action:	Request for Approval	

#### BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract with Angeles Contractor, Inc. for Bid #1058, to provide the concrete for 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 #3.

Change Order #3 increases the contract by \$9,914.89. The total revised contract amount is \$1,923,274.08. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 5.6% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #3, Angeles Contractor, Inc. for Bid #1058, concrete for the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	\$9,914.89	Board Date: July 26, 2010		
Prepared by:	Darryl A. Odum, Director,	District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services			
Recommended by:	John Didion, Interim Char	icellor		

5.26(1)

CH	ANGE ORDER	Rancho Sa 2323 N. Bro	intiago Com oadway, Sant	munity Col a Ana, CA	llege District 92706-1640
Project:	New Science Building (Bond Funded Portion) at	Bid No.	1058	P.O. #	08-P0003755
N	Santiago Canyon College	D.S.A. No.		04-10	/803
Contractor:	Angeles Contractor, Inc	Change O	rder No.	3	
Architect:	LPA, Inc.	Date:	7/7/10		

SUMMARY OF CONTRACT PRICE						
Original Contract Amount	Original Contract Amount					
Previous Change Orders	\$91,359.19					
This Change Order	\$9,914.89					
- Total Change Orders		\$101,274.08				
Revised Contract Amount		\$1,923,274.08				
Previous Time Extensions	0 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		July 26, 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 5.26 (2)	Authorized Signature	Date

÷4

C	HANG	GE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
Project:	New Science Bui Canyon College	Iding (Bond Funded Portion) at Santiago	Bid No. 1058	P.O. # 08-P000375	
Contractor	Angeles Contrac	tor loc	D.S.A. No.	04-107803	
Architect:	LPA, Inc.		Change Order No.	3	
	EXPLANATION:		Date: 7/7/10	T	
1.0		Peolese the Estimate it (0) is	CREDIT	EXTRA \$2,395.0	
1.0	DESCRIPTION:	Replace the Fabric on the (2) existing		42,000	
		Projection Screens at the Bond Lecture Hall.			
-	<u>REASON</u> :	To Provide a Better Projected Image			
	REQUESTOR:	District			
·	TIME EXTENSION:	ADDS 0 calendar days			
2.0	DESCRIPTION:	Install 24"x24" Access Panel in the Ceiling at Room 103		\$5,397.8	
<b>.</b>	<u>REASON</u> :	To Provide a Better Access for Utility Maintenance			
	REQUESTOR:	District			
	TIME EXTENSION:	ADDS 0 calendar days			
.0	DESCRIPTION:	Increase Door Frame Widths at Rooms 205, 206, and 207 from 6" to 8"		\$2,122.0	
	<u>REASON</u> :	Required to Enclose Wider Steel	÷ +		
		Framing in the Wall.			
	REQUESTOR:	District			
	TIME EXTENSION:	ADDS 0 calendar days			
¥.		Sub-Total	\$0.00	\$9,914.89	
*		Total		\$9,914.89	

# **BUSINESS OPERATIONS/FISCAL SERVICES**

То:	Board of Trustees Date: July 26, 2010
Re:	Approval of Change Order #4 - Bid #1058 - Concrete for the Science Building (State Portion) at Santiago Canyon College
Action:	Request for Approval

#### BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract with Angeles Contractor, Inc. for Bid #1058, to provide the concrete for 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 #4.

Change Order #4 increases the contract by \$36,476.56. The total revised contract amount is \$2,474,361.50. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 1.5% 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, Angeles Contractor, Inc. for Bid #1058, concrete for the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	\$36,476.56	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director, Dis	strict Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chance	llor, Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Chancel	lor

CH	ANGE ORDER	Rancho Sant 2323 N. Broo	tiago Com Idway, Santa	munity Col ¤ Ana, CA	lege District 92706-1640
	New Science Building (State Funded Portion) at Santiago Canyon College	Bid No.	1058	P.O. #	08-P0003748
		D.S.A. No.		04-107	/804
Contractor:	Angeles Contractor, Inc	Change Ord	der No.	4	
Architect:	LPA, Inc.	Date:	7/7/10		

SUMMARY OF C	ONTRACT PRICE	
Original Contract Amount		\$2,389,000.00
Previous Change Orders	\$48,884.94	
This Change Order	\$36,476.56	
Total Change Orders		\$85,361.50
Revised Contract Amount		\$2,474,361.50
Previous Time Extensions	0 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		July 26, 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 5.27 (2)	Authorized Signature	Date

ЬC	HAN	GE ORDER		Santiago Comm oadway, Santa A		
Project:	New Science Buil Canyon College	ding (State Funded Portion) at Santiago	Bid No.	1058	PO #	08-P0003748
	Conyon College		D.S.A. No		04-107	304
Contracto	r Angeles Contract	or, Inc	Change C	Order No.	4	
Architect:	LPA, Inc.		Date:	7/7/10		
ITEM NO	EXPLANATION:			CREDIT		EXTRA
1.0	DESCRIPTION:	Eliminate Plaster in the Cantilever				\$28,913.9
		of the State Bldg and Replace with				
		Linder Exterior Metal Ceiling Panels				
	<u>REASON</u> :	To Match the Interior Lindor System				
		Installed in the Corridor of the Building				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				
2.0	DESCRIPTION:	Modify Projection Screens at Classrooms				\$6,572.97
~	REASON:	To Provide a better Projected Image				
	REQUESTOR:	District		•		
	TIME EXTENSION:	ADDS 0 calendar days				
.0	DESCRIPTION:	Install eye wash stations at rooms 120,		.e		\$989.65
		124, 125, 128, 220, 221, 222, 216 &				
		224				
54 	<u>REASON:</u>	Requested by the college end users,				
		not shown on contract drawings				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				
	9 1	Sub-Total		\$0.00		\$36,476.56
		Total				\$36,476.56

# BUSINESS OPERATIONS/FISCAL SERVICES

Го:	Board of Trustees Date: July 26, 2010
Re:	Approval of Change Order #5 - Bid #1058 - Concrete for the Science Building (State Portion) at Santiago Canyon College
Action:	Request for Approval

#### BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract with Angeles Contractor, Inc. for Bid #1058, to provide the concrete for 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 #5.

Change Order #5 increases the contract by \$83,842.85. The total revised contract amount is \$2,521,727.79. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 5.5% 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 #5, Angeles Contractor, Inc. for Bid #1058, concrete for the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	\$83,842.85	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director, Dis	trict Construction and Support Services
Submitted by:		lor, Business Operations/Fiscal Services
Recommended by:		

CH	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
	New Science Building (State Funded Portion) at	Bid No. 1058 PO # 08-P0003748
	Santiago Canyon College	D.S.A. No. 04-107804
Contractor.	Angeles Contractor, Inc	Change Order No. 5
Architect:	LPA, Inc.	Date: 7/8/10

SUMMARY OF	CONTRACT PRICE	
Original Contract Amount		\$2,389,000.00
Previous Change Orders	\$48,884.94	
This Change Order	\$83,842.85	
Total Change Orders		\$132,727.79
Revised Contract Amount		\$2,521,727.79
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		July 26, 2010

Authorized Signature	Date
Authorized Signature	Date
	Authorized Signature Authorized Signature Authorized Signature Authorized Signature

6	CHAN	GE ORDER	Rancho Santiago Co 2323 N. Broadway, Sa	-	
Project:		ding (State Funded Portion) at Santiago	Bid No. 1058	P.O. #	08-P0003748
ļ	Canyon College	· · · · · · · · · · · · · · · · · · ·	D.S.A. No.	04-10	7804
Contract	or Angeles Contract	for, Inc	Change Order No.	4	
Architect	: LPA, Inc.		Date: 7/8/10		
ITEM NO	EXPLANATION:		CREDIT		EXTRA
1.0	DESCRIPTION:	The wall in room 204 will need to increase from 4" to 6" wall			\$1,000.00
	REASON:	Accomadate 6" Electrical Panel			
	REQUESTOR:	District			
	TIME EXTENSION:	ADDS 0 calendar days	ALL STORY SHOP	10000	
2.0	DESCRIPTION:	Remove wall on eastside of roof			\$1,676.00
	<u>REASON</u> :	Allow additional welding at roof deck			
	REQUESTOR:	District			
1	TIME EXTENSION:	ADDS 0 calendar days			
	DESCRIPTION:	Additional Framing in room 124			\$1,095.00
	<u>REASON</u> :	Acuire the necessary 1hr Rating room 204			
	REQUESTOR:	District			
	TIME EXTENSION:	ADDS 0 calendar days			
.0	DESCRIPTION:	Remove Framing at Cantiliver per CCD#28			\$993.31
	<u>REASON</u> :	Allow Installation of Linder System			
	REQUESTOR:	District			
	TIME EXTENSION:	ADDS 0 calendar days			

С	HANC	SE ORDER			munity College Ana, CA 9270	
Project:	New Science Buildi	ng (State Funded Portion) at Santiago	Bid No.	1058	P.O #	08-P0003748
	Canyon College		D.S.A. No		04-10	7804
Contructor.	Angeles Contractor	, inc	Change C	order No.	4	
Architect:	LPA, Inc.		Date:	7/8/10		
TEM NO.	EXPLANATION:			CREDIT	_	EXTRA
5.0	DESCRIPTION:	Repair Plaster Below Metal Stair Tower				\$882.26
	<u>REASON</u> :	Additional Sprinkler was Added				
	<u>REQUESTOR</u> :	District				
	TIME EXTENSION:	ADDS 0 calendar days				\$7,226.00
6.0	DESCRIPTION:	Provide fireproofing to 10 x 12 structural beam				
	<u>REASON</u> :	Fireproofing Required Per Code Requirements				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days		,		\$1,449.0
7.0	DESCRIPTION:	Add Wing Wall in room 218 & 219				
	<u>REASON</u> :	Cover the exposed plumbing				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				\$2,185.7
8.0	DESCRIPTION:	Remove Damaged Door Frames at				<i>46,103.1</i>
		Offices and Classrooms				
	<u>reason</u> :	Allow Doors to be Installed		•		
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				

bC				Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:		ding (State Funded Portion) at Santiago	Bid No.	1058	PO #	08-P0003748	
	Canyon College		D.S.A. No		04-10	7804	
Contractor	Y	or, Inc	Change C	Order No.	4		
Architect:	LPA, Inc.		Date:	7/8/10			
ITEM NO.	EXPLANATION:			CREDIT		EXTRA	
9.0	DESCRIPTION:	Signage Change in classrooms and labs Per CCD#24				\$1,317.00	
	<u>REASON</u> :	Requested by the College end Users					
	REQUESTOR:	District					
	TIME EXTENSION:	ADDS 0 calendar days			12.		
10.0	DESCRIPTION;	Replace Drywall In Restroom 201	500			\$1,715.91	
	<u>REASON</u> :	Water Damaged due to Rain					
	REQUESTOR:	District					
$\bigcirc$	TIME EXTENSION:	ADDS 0 calendar days					
11.0	DESCRIPTION:	Paint Exposed Phoenix Valves in Lab			•	\$2,355.63	
		Classrooms					
	<u>REASON</u> :	To Match Metal Ceiling					
	REQUESTOR:	District			4		
	TIME EXTENSION:	ADDS 0 calendar days	•				
12.0	DESCRIPTION:	Touch up Paint at Interior of Bidg Classrooms				\$17,724.00	
	<u>REASON</u> :	Damaged by Other Trades					
	REQUESTOR:	District					
	TIME EXTENSION:	ADDS 0 calendar days			-		

С	HANC	SE ORDER		Santiago Commu roadway, Santa An		
Project:	New Science Buildi	ing (State Funded Portion) at Santiago	Bid No.	1058	P.O. #	08-P0003748
	Canyon College		D.S.A. No	D.	04-10	7804
Contractor.	Angeles Contractor, Inc		Change (	Order No.	4	
Architect:	LPA, Inc.		Date:	7/8/10		
ITEM NO.	EXPLANATION:					EXTRA
13.0	DESCRIPTION:	Replace Acoustic Ceiling Tile and Grid at Classrooms			•	\$22,707.00
	<u>REASON</u> :	Damaged by Other Trades				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days			1.00	
14.0	DESCRIPTION:	Replace damaged Lonseal in Classrooms				\$21,516.00
	REASON:	Damaged by Other Trades				
	REQUESTOR:	District				
	TIME EXTENSION:	ADDS 0 calendar days				
		Sub-Tota	1	\$0.00		\$83,842.8
		Tota	1			\$83,842.8

# BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees Date: July 26, 2010
Re:	Approval of Change Order #2 – Bid #1065 – HVAC for the Science Building (Bond Portion) at Santiago Canyon College
Action:	Request for Approval

#### BACKGROUND:

On December 10, 2007, the Board awarded a contract to Athena Engineering, Inc. for Bid #1065/SCC Science Building to perform the HVAC portion of the project.

#### ANALYSIS:

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

Change Order #2 increases the contract by \$5,392. The revised contract amount is \$770,118. 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 2.1% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #2, Athena Engineering, Inc. for Bid #1065, HVAC for the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$5,392.00		Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, D	Director, District Co	onstruction and Support Services
Submitted by:	Peter J. Hardash, V	ice Chancellor, Bu	siness Operations/Fiscal Services
Recommended by:	John Didion, Inter	im Chancellor	

CHANGE ORDER Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			nmunity College District nta Ana, CA 92706-1640
	Se time Conver College	Bid No. 1065	P O # 08-P0003743
		D.S.A. No.	04-107803
Contractor.	Athena Engineering, Inc	Change Order No.	2
Architect:	LPA, Inc.	Date: 7/8/10	

SUMMARY OF	CONTRACT PRICE	
Original Contract Amount		\$754,175.00
Previous Change Orders	\$10,551.00	
This Change Order	\$5,392.00	
Total Change Orders		\$15,943.00
Revised Contract Amount		\$770,118.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 20, 2009
Revised Contract Completion Date		
RSCCD Board Approval Date		July 26, 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 5.29 (2)	Authorized Signature	Date	

Cł	HANG	<b>SE ORDER</b>		Santiago Commu roadway, Santa Ar		
Project:	New Science Buil Canyon College	ding (Bond Funded Portion) at Santıago	Bid No. D.S.A. No	1065	PO # 04-107	08-P0003743
Contractor.	Athena Engineeri	ng, Inc	Change C		2	803
Architect:	LPA, Inc.		Date:	7/8/10	- <u> </u>	
TEM NO.	EXPLANATION:			CREDIT	1	EXTRA
1.0	DESCRIPTION: REASON:	Provide Shut down & Re-Start Up to HVAC Equipment Once power Has Been Restored to the Bldg Allow electrical conduits to be repaired and stop flooding into the				\$5,392.00
	REQUESTOR: TIME EXTENSION:	electrical room District . ADDS 0 calendar days				
2		Sub-Total		\$0.00		\$5,392.00
		Total				\$5,392.00

# **BUSINESS OPERATIONS/FISCAL SERVICES**

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #4 – Bid #1076 – Glass/Glazing (Bond Portion) at Santiago Canyon College	for the Science Building
Action:	Request for Approval	

#### BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Best Contracting Services for Bid #1076/SCC Science Building to perform the glass and glazing portion of the project.

#### 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 #4.

Change Order #4 increases the contract by \$25,111.64 and adds an additional 30 days to the length of the project. The revised contract amount is \$1,126,349.12. 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% 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 #4, Best Contracting Services for Bid #1076, glass and glazing for the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$25,111.64 Boa	rd Date:	July 26, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and	d Suppor	t Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:			

CH	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
	Continue Conver College	Bid No. 1076 P.O. # 08-P000449	13
		D.S.A. No. 04-107803	
Contractor.	Best Contracting Services	Change Order No. 4	
	LPA, Inc.	Date: 7/26/10	

SUMMARY OF (	CONTRACT PRICE	
Original Contract Amount		\$1,042,990.00
Previous Change Orders	\$58,247.48	
This Change Order	\$25,111.64	
Total Change Orders		\$83,359.12
Revised Contract Amount		\$1,126,349.12
Previous Time Extensions	40 calendar days	
Time Extension - This Change Order	30 calendar days	
Total Time Extensions		70 calendar days
Original Completion Date		August 25, 2009
Revised Contract Completion Date		December 6, 2010
RSCCD Board Approval Date		July 26, 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
5.30 (2)		

C	HANC	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:	New Science Buil Canyon College	ding (Bond Funded Portion) at Santiago	Bid No. 1076	PO #	08-P0004493
			D.S.A. No.	04-107	303
Contractor	Best Contracting	Services	Change Order No.	4	
Architect:	LPA, Inc.		Date: 7/26/10		
ITEM NO	EXPLANATION:		CREDIT		EXTRA
1.0	DESCRIPTION:	Provide Expansion Joints @ 2nd floor Deck Per CCD#30			\$17,255.
	<u>REASON</u> :	To allow separation from CMU retaining wall and metal deck			
	REQUESTOR: TIME EXTENSION:	District ADDS 5 calendar days			
2.0	DESCRIPTION:	Install 3" Face Cap at CMU wall			\$699.!
	REASON:	To accomadate Field Conditions			
	REQUESTOR: TIME EXTENSION:	District ADDS 5 calendar days			
3.0	DESCRIPTION:	Removal of $3/8" \times 5"$ Bolts and Replace with $5/8" \times 10"$ Masonry bolts that attach to the mullion system			\$6,427.8
	REASON:	To provide stronger connections			
	REQUESTOR: TIME EXTENSION:	District ADDS 10 calendar days			
.0	DESCRIPTION:	Display exterior building signage per CCD#19			\$729.0
	REASON:	To identify the building			*
	REQUESTOR: TIME EXTENSION:	District ADDS 10 calendar days			
		Sub-Total	\$0.00		\$25,111.6
		Total		1.4	\$25,111.6

#### BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees Date: July 26, 2010
Re:	Approval of Change Order #4 - Bid #1076 – Glass/Glazing for the Science Building (State Portion) at Santiago Canyon College
Action:	Request for Approval

#### BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Best Contracting Services for Bid #1076/SCC Science Building to perform the glass and glazing portion of the project.

#### 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 \$42,871.10. and adds an additional 70 days to the length of the project. The revised contract amount is \$1,758,157.18. 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 7.18% 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 #4, Best Contracting Services for Bid #1076, glass and glazing for the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$42,871.10	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director, District	Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor, I	Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Chancellor	

CH	IANGE ORDER	Rancho Santiago Cor 2323 N. Broadway, Sar	mmunity College District nta Ana, CA 92706-1640	
Project:	New Science Building (State Funded Portion) at	Bid No. 1076	P O # 08-P0004494	
Sa	Santiago Canyon College	D.S.A. No.	04-107804	
Contractor	: Best Contracting Services	Change Order No.	4	
Architect:	LPA, Inc.	Date: 7/8/10		

SUMMARY OF	CONTRACT PRICE	
Original Contract Amount		\$1,640,410.00
Previous Change Orders	\$74,876.08	
This Change Order	\$42,871.10	
Total Change Orders		\$117,747.18
Revised Contract Amount		\$1,758,157.18
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	70 calendar days	
Total Time Extensions		70 calendar days
Original Completion Date		August 25, 2009
Revised Contract Completion Date		November 3, 2009
RSCCD Board Approval Date		July 26, 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>BE ORDER</b>	Rancho S 2323 N. Bri		unity College E na, CA 92706-		
Project:	New Science Building (State Funded Portion) at Santiago Canyon College			1076	PO #	08-P0004494	
Contractor	Best Contracting S	envices	D.S.A. No. 04-107804 Change Order No. 4				
Architect:	LPA, Inc.		Date:	7/8/10	4		
TEM NO	EXPLANATION:			CREDIT		EXTRA	
1.0	DESCRIPTION:	Provide Expansion Joint Assemblies Between the Bond & State Building		CREDIT		\$15,942.	
	<u>REASON</u> :	Allow Buildings to Move During an earthquake					
•	<u>REQUESTOR</u> : <u>TIME EXTENSION</u> :	District ADDS 10 calendar days					
2.0	DESCRIPTION:	Provide and Adjust T-Clip Anchors at Window Openings				\$4,784	
	<u>REASON</u> :	Minimize Caulk Joints					
	REQUESTOR: TIME EXTENSION:	District ADDS 10 calendar days					
3.0	DESCRIPTION:	Provide 3" Face Cap Mockup at Mullion				\$5,169.5	
	<u>REASON</u> :	Accomadate Filed Conditions					
	REQUESTOR: TIME EXTENSION:	District ADDS 10 calendar days					
.0	DESCRIPTION:	Re-Order Glass for Door #215A and 215B				\$3,053.8	
	<u>REASON</u> :	Doors Installed did not have the Required Openings for the Glass					
	REQUESTOR: TIME EXTENSION:	District ADDS 10 calendar days					

Project:	New Science Building (State Funded Portion) at Santiago Canyon College r· Best Contracting Services		Bid No.	1076	PO #	08-P0004494	
			D.S.A. No	).	04-10780	)4	
Contractor			Change (	Order No.	4		
Architect:	LPA, Inc.			Date: 7/8/10			
ITEM NO	EXPLANATION:			CREDIT		EXTRA	
5.0	DESCRIPTION:	Add Electrical Connection to Doors 101, 114, 118A, 118B, 118C, 215A 215B, 215C Store Front Doors				\$9,679.4	
•	<u>REASON:</u> <u>REQUESTOR:</u> <u>TIME EXTENSION:</u>	Allow Store Front Doors to Operate and Close District ADDS 10 calendar days					
6.0	DESCRIPTION:	Provide (4) New Exterior Threshholds at Storefront Doors				\$865.8	
	<u>REASON</u> :	Accomadate Concrete Field conditions					
	REQUESTOR: TIME EXTENSION:	District ADDS 10 calendar days					
7.0	DESCRIPTION:	Provide Exterior Signage per CCD#25				\$3,376.0	
	REASON:	Building Signage for Identification					
	<u>REQUESTOR:</u> TIME EXTENSION:	District ADDS 10 calendar days					
		Sub-Total		\$0.00		\$42,871.10	
		Total				\$42,871.10	

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

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #5 - Bid #1078 - M & O Buildin Santiago Canyon College	ng and Parking Lot at
Action:	Request for Approval	

#### BACKGROUND:

On April 28, 2008, the Board awarded a contract with MEPCO Services, Inc. for Bid #1078, to construct the Santiago Canyon College M & O Building and Parking Lot.

#### ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #5.

Change Order #5 increases the contract by \$60,411. The total revised contract amount is \$8,339,175. 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.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #5, MEPCO Services, Inc. for Bid #1078, construction of M & O Building and Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	\$60,411.00	Board Date:	July 26, 2010			
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services					
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services					
Recommended by:	John Didion, Interim Chancel	lor				

# **CHANGE ORDER**

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

Project:	SCC Science Building - M & O Building, Parking	Lot,	Bid No.	1078	P.O. #	08-BP000207
	Fire Access and Concession Building		D.S.A. No		See A	ttached
Contractor:	MEPCO Services, Inc.		Change C	Order No.	5	
Architect:	LPA, Inc.		Date:	7-26-10	)	

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

SUMMARY OF C	SUMMARY OF CONTRACT PRICE							
Original Contract Amount		\$7,970,000.00						
Previous Change Orders	\$308,764.00							
This Change Order	\$60,411.00							
Total Change Orders		\$369,175.00						
Revised Contract Amount		\$8,339,175.00						
Previous Time Extensions	0 calendar days							
Time Extension - This Change Order	0 calendar days							
Total Time Extensions		0 calendar days						
Original Completion Date		May 6, 2009						
Revised Contract Completion Date		May 6, 2009						
Board Approval Date		July 26, 2010						

Architect	Authorized Signature	Date
MEPCO Services		and the second second
Contractor Name	Authorized Signature	Date
Darrył Odum	and the second	and the second
Director - District Construction & Support Services	Authorized Signature	Date
Seville Construction Services		
Construction Management Company	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
	· · · · · · · · · · · · · · · · · · ·	5010
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

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	CHAN	GE ORDER		ntiago Community roadway, Santa And	College District a, CA 92706-1640
Project:	SCC M & O Buil	ding, Parking Lot, Fire Access	Bid No.	1078	PO # 08-BP000207
	and Concession	Building	D.S.A. No.	S	ee Attached
Contractor:	MEPCO Services	, Inc.	Change O	rder No.	5
Architect:	LPA, Inc.		Date:	7/26/10	
				the fact of the second s	and the second s
ITEM NO	EXPLANATION:			CREDIT	EXTRA
1.0	DESCRIPTION:	Additional import and grading at East slope excavation REF Mecpo COR #16B			\$40,029.0
	<u>REASON</u> :	Unforseen soil conditions			
	REQUESTOR:	District			
2.0	TIME EXTENSION: DESCRIPTION:	O calendar days Reroute conduits for power from		-	\$16,768.00
		Fire Lane to Parking Lot REF・CCD 14 & Mepco COR #52R1			
	REASON:	Unforseen field condition			
	REQUESTOR:	District			
	TIME EXTENSION:	0 calendar days			
3.0	DESCRIPTION:	Removal of gutter at Enclosure # 1 REF- Mepco COR #71		\$453.00	
	REASON:	Requested by District			
	REQUESTOR:	District			
	TIME EXTENSION:	0 calendar days			
4.0	DESCRIPTION:	Equipment lift model change REF· CCD 19 & Mepco COR #72		\$1,829.00	
	<u>REASON</u> :	Coordination with College requirements			
	REQUESTOR:	District			
<u>.</u>	TIME EXTENSION:	O calendar days			
5.0	DESCRIPTION:	Install metal coping over blocks at M&O office roof REF <sup>.</sup> RFI 346 & Mepco COR #77			\$4,501.00
	<u>REASON:</u>	Unforseen field condition			
	REQUESTOR:	Distnct			
	TIME EXTENSION:	0 calendar days			

	CHAN	GE ORDER	Rancho Santiago Communit 2323 N. Broadway, Santa A	
Project:	SCC M & O Build	ling, Parking Lot, Fire Access	Bid No. 1078	PO # 08-BP000207
	and Concession	Building	D.S.A. No.	See Attached
Contractor:	MEPCO Services,		Change Order No.	5
Architect:	LPA, Inc.	······································	Date: 7/26/10	
ITEM NO	EXPLANATION:	*	CREDIT	EXTRA
6.0	DESCRIPTION:	Install power supply to fan coils to run EMS REF- Mepco COR #79		\$2,950.00
	REASON:	Engineering change		
	REQUESTOR: TIME EXTENSION:	District O calendar days	*	
7.0	DESCRIPTION:	Provide an earthquake valve REF <sup>.</sup> Mepco COR #82		\$1,058.00
	REASON: REQUESTOR:	Requested by District		
+	TIME EXTENSION:	0 calendar days		
8.0	DESCRIPTION:	Provide additional cables in ITS meeting room REF- CCD 23 & Mepco COR #83		\$481.00
	<u>REASON</u> :	Requested by College, coordination of IT requirements		
	REQUESTOR:	District		
	TIME EXTENSION:	O calendar days		
9.0	DESCRIPTION:	Provide additional receptacles in Office room 101 REF- CCD 27 & Mepco COR #84		\$3,469.00
	REASON:	Requested by College		
	REQUESTOR:	District		
	TIME EXTENSION:	0 calendar days		

	CHAN	GE ORDER			unity College District a Ana, CA 92706-1640
Project:	SCC M & O Build	ding, Parking Lot, Fire Access	Bid No.	1078	PO # 08-BP000207
	and Concession	Building	D.S.A. No		See Attached
Contractor <sup>.</sup>			Change C	order No.	5
Architect:	LPA, Inc.		Date:	7/26/10	
ITEM NO	EXPLANATION:			CREDIT	EXTRA
10.0	DESCRIPTION: REASON: REQUESTOR: TIME EXTENSION:	Provide different model of truncated dome pavers REF- Substitution Request Submittal 94R1 & Mepco COR #85 Value engineering District 0 calendar days		\$3,12	
11.0	DESCRIPTION: REASON: REQUESTOR: TIME EXTENSION:	Provide different model of grasspaver REF- Substitution Request Submittal 151R3 & Mepco COR #86 Value engineering District 0 calendar days	-	\$3,07	/1.00
12.0	DESCRIPTION: REASON: REQUESTOR: TIME EXTENSION:	Removal of type "E" drywall above ceiling and acoustical installation REF- CCD 24 & Mepco COR #89 Engineering change District O calendar days		\$1,13	7.00
13.0	DESCRIPTION: REASON: REQUESTOR: TIME EXTENSION:	Modify voice system REF· CCD 28 & Mepco COR #90 Added by the College District 0 calendar days			\$1,437.00

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	CHAN	GE ORDER		intiago Community Iroadway, Santa An	-	
Project:	SCC M & O Build	ling, Parking Lot, Fire Access	Bid No.	1078	P.O # 0	B-BP000207
	and Concession	Building	D.S.A. No.		iee Attache	d ·
Contractor:	MEPCO Services,	Inc.	Change O	order No.	5	
Architect:	LPA, Inc.		Date:	7/26/10		
		•	1	CREDIT	<u> </u>	
<u>ITEM NO</u> 14.0	EXPLANATION: DESCRIPTION: REASON;	Removal of p-trap from wash area REF: CCD 25 & Mepco COR #91 Value engineering		<u>CREDIT</u> \$326.00		EXTRA
1	REQUESTOR: TIME EXTENSION;	District O calendar days				17 * .
15.0	DESCRIPTION: REASON: REQUESTOR: TIME EXTENSION:	Removal of 16 gauge dock metal REF- CCD 30 & Mepco COR #93 Value engineering District O calendar days		\$195.00		
16.0	<u>DESCRIFTION:</u> <u>REASON</u> : <u>REQUESTOR</u> : TIME EXTENSION:	Remove specification 7180 water- proofing floor sys. From scope REF+ CCD 26 Mepco COR #95 Value engineering District O calendar days		\$147.00		
	*	Sub-Total	credit	\$10,282.00	add	\$70,693.0
				TOTAL		\$60,411.0

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

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #6 - Bid #1078 - M & O Building a Santiago Canyon College	and Parking Lot at
Action:	Request for Approval	

#### **BACKGROUND**:

On April 28, 2008, the Board awarded a contract with MEPCO Services, Inc. for Bid #1078, to construct the Santiago Canyon College M & O Building and Parking Lot.

#### 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 #6.

Change Order #6 increases the contract by \$24,664. The total revised contract amount is \$8,363,839. 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 4.9% 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 #6, MEPCO Services, Inc. for Bid #1078, construction of M & O Building and Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	\$24,664.00	Board Date: July 26, 2010		
Prepared by:	Darryl A. Odum, Director, D	District Construction and Support Services		
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Service				
Recommended by:	John Didion, Interim Chance	ellor		

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# **CHANGE ORDER**

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

Project: SCC Science Building - M & O Building, Parking Lot,	Bid No. 1078 P.O. # 08-BP000207
Fire Access and Concession Building	D.S.A. No. See Attached
Contractor: MEPCO Services, Inc.	Change Order No. 6
Architect: LPA, Inc.	Date: 5-4-10

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		\$7,970,000.00			
Previous Change Orders	\$369,175.00				
This Change Order	\$24,664.00				
Total Change Orders		\$393,839.00			
Revised Contract Amount		\$8,363,839.00			
Previous Time Extensions	0 calendar days				
Time Extension - This Change Order	0 calendar days				
Total Time Extensions		0 calendar days			
Original Completion Date		May 6, 2009			
Revised Contract Completion Date		May 6, 2009			
Board Approval Date		July 26, 2010			

LPA, inc.		
Architect	Authorized Signature	Date
MEPCO Services		in the set of the temportal
Contractor Name	Authorized Signature	Date
Darryl Odum		The state of the s
Director - District Construction & Support Services	Authorized Signature	Date
Seville Construction Services	ing tas Polario e P	
Construction Management Company	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

	CHAN	GE ORDER			unity College District ita Ana, CA 92706-1640
Project:	SCC M & O Build	ling, Parking Lot, Fire Access	Bid No.	1078	PO # 08-BP000207
	and Concession	Building	D.S.A. No	D	See Attached
Contractor	MEPCO Services,	, Inc.	Change	Order No.	6
Architect:	LPA, Inc.		Date:	5/4/10	
ITEM NO	EXPLANATION:			CREDIT	EXTRA
1.0	DESCRIPTION:	Additional circuits in IT Room and new breaker REF CCD 21 & Mecpo COR #73			\$8,500.00
	REASON:	Requested by College, coordination of IT requirements			
	REQUESTOR:	District			
	TIME EXTENSION:	0 calendar days			
2.0	DESCRIPTION:	Exhaust fan winng REF· CCD 22 & Mepco COR #74			\$7,811.00
	REASON:	Engineering change			
	REQUESTOR:	District			
	TIME EXTENSION:	0 calendar days			
3.0	DESCRIPTION:	Electrical water leak investigation REF· Mepco COR #78			\$2,800.00
	REASON:	Unforseen Condition			
	REQUESTOR:	District			and south and
	TIME EXTENSION:	0 calendar days			and the second second
4.0	DESCRIPTION:	Power supplies to 9 security doors REF· RFI 357 & Mepco COR #80			\$11,000.00
	REASON:	Engineering change			
	REQUESTOR:	District			
•	TIME EXTENSION:	0 calendar days			

CHANGE ORDER					nty College District Ana, CA 92706-1640
Project:	SCC M & O Build	ling, Parking Lot, Fire Access	Bid No.	1078	PO # 08-BP000207
	and Concession	Building	D.S.A. No	<b>b.</b>	See Attached
Contractor	MEPCO Services,	Inc.	Change (	Order No.	6
Architect: LPA, Inc.			Date:	5/4/10	
ITEM NO.	EXPLANATION:		1	CREDIT	EXTRA
5.0	DESCRIPTION:	New concrete slab at Loop Road REF· Mepco COR #81R1			\$3,236.00
	<u>REASON:</u> <u>REQUESTOR</u> : TIME EXTENSION:	Added by the College District O calendar days			
6.0	DESCRIPTION:	Concrete duct bank at Fire Lane & Walk of Champions REF· Mepco COR #88			\$6,837.00
	<u>REASON</u> : <u>REQUESTOR</u> : TIME EXTENSION:	Unforseen field condition District 0 calendar days		*	
7.0	DESCRIPTION:	Provide dowels at sidewalk around tree grates on Loop Road REF• Mepco COR #92			\$6,864.00
	REASON:	Engineering change			
	REQUESTOR:	District			
8.0	TIME EXTENSION: DESCRIPTION:	0 calendar days Delete landscaping and irrigation at parking lot islands REF <sup>.</sup> CCD 17 & Mepco COR #56		\$16,765.0	0
	<u>REASON</u> :	Removed by College			
	REQUESTOR:	District			
	TIME EXTENSION:	0 calendar days			

CHANGE ORDER				iantiago Communit Broadway, Santa A		
Project:	SCC M & O Build	ling, Parking Lot, Fire Access	Bid No.	1078	PO #	08-BP000207
	and Concession I	Building	D.S.A. N	o,	See Attac	hed
Contractor.	MEPCO Services,	Inc.	Change	Order No.	6	
Architect:	LPA, Inc.		Date:	5/4/10		
ITEM NO	EXPLANATION:			CREDIT		EXTRA
9.0	DESCRIPTION:	Change fire sprinkler heads to high temperature heads REF· Mepco COR #97				\$4,381.0
	<u>REASON</u> : <u>REQUESTOR</u> :	Engineering change Distnct				
	TIME EXTENSION:	0 calendar days		•		
	<u>DESCRIPTION:</u> <u>REASON</u> :	Delete hinges from scope for gate at Generator Enclosure REF <sup>.</sup> Mepco COR #96 Value engineering		\$10,000.00		
	<u>REQUESTOR</u> : TIME EXTENSION:	District O calendar days				
		U calendar adys Sub-Total	credit	\$26,765.00	add	\$51,429.00
				TOTAL		\$24,664.00

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#### BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Change Order #1 – Bid #1151 - SCC S Parking Lot (DSA #04-110566)	antiago Canyon Road Entry and
Action:	Request for Approval	

#### BACKGROUND:

On March 22, 2010, the Board awarded a contract to Southern California Grading for Bid #1151, Earthwork – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center (LRC) Parking and Loop Road Extension Projects at Santiago Canyon College.

#### ANALYSIS:

During the course of construction certain changes to the scope of work for the earthwork 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 \$28,360.69. The revised contract amount is \$342,487.69. 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% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1, Southern California Grading for Bid #1151, Earthwork – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center (LRC) Parking and Loop Road Extension Projects at Santiago Canyon College.

Fiscal Impact:	\$28,360.69	Board Date: July 26, 2010
Prepared by:	Darryl A. Odum, Director, Dis	strict Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chance	llor, Business Operations/Fiscal Services
Recommended by:	John Didion, Interim Chancel	lor

CH	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			llege District 92706-1640	
Project:	ct: Santiago Canyon Road Entry and Parking Lot at		1151	PO #	10-P0014380
	Santiago Canyon College			4-11	0566
Contractor	Southern California Grading	Change Or	der No.	1	
Architect:	LPA, Inc.	Date: 7/8/10			

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

SUMMARY OF	SUMMARY OF CONTRACT PRICE				
Original Contract Amount		\$314,127.00			
Previous Change Orders	\$0.00				
This Change Order	\$28,360.69				
Total Change Orders		\$28,360.69			
Revised Contract Amount		\$342,487.69			
Previous Time Extensions	0 calendar days				
Time Extension - This Change Order	0 calendar days				
Total Time Extensions		0 calendar days			
Original Completion Date		September 5, 2011			
Revised Contract Completion Date					
RSCCD Board Approval Date		July 26, 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	HANC	GE ORDER		Santiago Commu roadway, Santa An		(a)
Project:	Santiago Canyon Canyon College	Road Entry and Parking Lot at Santiago	Bid No.	1151	PO #	10-P0014380
			D.S.A. No		4-110	566
Contractor <sup>.</sup>	Southern Californ	a Grading	1	Order No.	1	
Architect:	LPA, Inc.		Date:	7/8/10		
TEM NO	EXPLANATION:			CREDIT		EXTRA
1.0	DESCRIPTION:	Clear & Grub Shrubs Around the Perimeter of the Parking Lot				\$6,750
	<u>REASON</u> :	Allow new Landscaping to be Installed per the Contract Documents				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
2.0	DESCRIPTION:	Removal of Mud Saturation Soil at Parking Lot per Geotech Engineer				\$21,611
	<u>REASON</u> :	Would not Meet the Required Compaction				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
		Sub-Total		\$0.00		\$28,360.69
		Total				\$28,360.6

#### **BUSINESS OPERATIONS AND FISCAL SERVICES**

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Bid #1157 – Purchase of Olympus (or equ Components	al) Microscopes &
Action:	Request for Approval	

#### BACKGROUND

The opening of the new Santiago Canyon College (SCC) Science Center allows for the offering of more classes in Biology including Microbiology. One hundred seventy-five compound and ninety-nine dissecting microscopes are needed to equip the new Biology labs. The existing microscopes are almost 20 years old and will continue to be used for some Biology classes as well as in the growing water science program.

#### ANALYSIS

Bids were emailed to 18 vendors. We received seven bids; however, one was considered non-responsive due to an unsigned bid form.

The members of the SCC Biology Department conducted an extensive evaluation of the five microscope manufacturers represented. Besides literature, bidders brought their equipment for the committee to evaluate. Some of their evaluation criteria consisted of optics, magnification, illumination controls, overall microscope construction (to withstand student use for 20-30 yrs), condensers, ratio knob rotation, magnification, ocular ergonomics, ease of use and warranty. (See attached Microscope Equipment Evaluation & Overall Assessment. Also, attached is the Recap for Bid #1157.)

It is critical that we have microscopes with good optics that will allow our students to see the details that are so crucial to their learning about different structures, different organisms, and the differences between organisms. The committee found that the Olympus microscopes, both compound and dissecting, have by far the best optics, oculars, magnification, bases, easiest to use, and are constructed so that they will last far longer that the other microscopes evaluated. The other four bidders were rejected due to non-responsiveness by not meeting the "or equal or better" criteria as stated in the bid documents. Claire Morey, county counsel, confirmed that the District has the sole discretion to award this bid to the fifth lowest bidder based on the evaluation criteria. Therefore, we are recommending Olympus America as the lowest responsive and responsible bidder meeting specifications.

VENDOR	TOTAL
Frey Scientific - Ken-a-Vision (no bid several items)	\$164,628.26
Southland Instruments - Laborned	\$238,816.09
McBain Instruments - Leica	\$290,934.96
Ward's Natural Science - Motic	\$303,631.46
Olympus America – Olympus	\$373,331.60 (Recommended Award)
Max Erb Instrument Co - Olympus	\$518,365.58
Micro Source Imaging	Non-Responsive

### RECOMMENDATION

It is recommended that the Board of Trustees accept the bids and approve Bid #1157 – Purchase of Olympus Microscopes & Components to Olympus America as presented.

Fiscal Impact:	\$373,331.60	Date: July 26. 2010
Prepared by:	Tracey Conner-Crabbe, Director of	f Purchasing Services
Submitted by:	Peter J. Hardash, Vice Chancellor	of Business Operations/Fiscal Services
Recommended b	y: John Didion, Interim Chancellor	

msc/7-26-10 Board

PECAP FOR BID #1157 - PURCHASE OF OLYMPUS OR EQUAL) MICROSCOPES & COMPONENTS

	$\bigcirc$						$\bigcirc$
BID LINE ITEM #	QUANTITY/ ITEM	UNIT COST FREY SCIENTIFIC	UNIT COST SOUTHLAND INSTRUMENTS	UNIT COST McBAIN INSTRUMENTS	UNIT COST WARD'S NATURAL SCIENCE	UNIT COST OLYMPUS AMERICA	UNIT COST MAX ERB INSTRUMENT CO
1-3	136 - Olympus (or equal) CX31-045 Microscope, including pointer and cord holder	\$857.62 Ken-A-Vision T-29033	\$687.00 Labomed LX 400 9126003-3C	\$867.85 Leica	\$986.78 Motic BA310-100X	\$1,084.30	\$1,549.00
4-8	34 – Olympus (or equal) CX31-105 Microscope, pointer, cord holder, diameter micrometer disc and eyepiece micrometer holder	\$857.62 Ken-A-Vision T-29033	\$852.00 Labomed 9126003-4C	\$1,096.50 Leica	\$1,194.42 Motic BA310	\$1,444.80	\$2,064.00
9, 10, 12, 13	33 – Olympus (or equal) SZ-5145 Microscope, eyepiece, LED light illumination and power cord	No Bid	\$669.00 Labomed Luxeo 42 4144000	\$883.15 Leica EZ4	\$917.23 Motic 1100200500461	\$1,243.20	<b>1,776.00</b>
14 - 16	66 – Olympus (or equal) SZ-5145, eyepiece and base	No Bid	\$669.00 Labomed Luxeo 4Z 4144000-11	\$737.80 Leica	\$849.29 Motic 11200500081	\$928.20	\$1,216.00
17 - 20	5 – Olympus (or equal) CX31-045TR Microscope, camera adapter, C-mount camera adapter and objective numerical aperture	\$1,117.38 Ken-A-Vision T-29043	\$1,590.00 Labomed LX400 9126004-3C	\$2,662.20 Leica	\$1,490.62 Motic 1100100401331	\$2,128.02	\$2,820.00
21	5 – Infinity Digital Camera OLUM-IN15C	No Bid	\$2,377.00	\$2,720.00	\$1,076.32 Motic 1100600100391	\$2,790.00	\$3,100.00
22 - 25	5 – Infinity Digital Camera OLUM-IN13C, camera adapter, C-mount camera adapter and side camera port	No Bid	\$2,527.00 Adapters & camera port are Labomed	\$2,832.20	\$1,046.51 Motic 25 3698	\$2,748.69	\$3,087.00
	Shipping	0	0	\$1,200.00	0	\$1,636.00	\$3,500.00
	Insurance	0	0	0	0	0	\$700.00
	Installation	0	0	0	0	0	\$500.00
	TOTAL (includes tax)	\$164,628.26	\$238,816.09	\$290,934.96	\$303,631.46	\$373,331.60*	\$518,365.58

\*Recommended Award msc/Bid #1157 Spreadsheet

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## Bid #1157 - Microscope Equipment Evaluation & Overall Assessment

	Olympus	Leica	Labomed	Motic	Ken-A-Vision
Vendor	Manufacturer	McBain - Distributor	Southland - Distributor	Wards- Distributor	Frey Scientific- Distributor
Warranty	5 yrs mechanical or optical, 1 year electrical or wear related components	1 yr parts & labor, 2 yrs optical, mechanical, & labor, 3-5 years optical only	5 yrs parts & labor, electrical 1 yr.	5 yrs on normal wear & tear. No specifics given.	10 year (no specifics given as to what it covers)
Dissecting acopps	Olympus SZ-5145 LED base *for Blo majors lab	Leice	Laborned Luxep	Hatic SNIZ-199 (mode) provider for eval)	Ken-A-Vision NO BID
Working distance	= 110mm more space	= 100mm	= 100mm	=113mm	
Zoom	5X	4X	4X	5X	
Magnification	8X – 40X Greater magnification	8X – 35X	8X - 35X	2.25X - 32X	
Illumination controls	Conventional knobs w/ dimmer. Very responsive and easy to use.	Four buttons on membrane key pad. Not very responsive to touch, too many to figure out for student use, likely to wear quickly.	Plastic control buttons (similar to those on remotes) appear that they would wear out quickly.	Three different light switches to control beam positions. Difficult to keep the beam centered/ challenge for students. No light dimmer. Light cord location is awkward and vulnerable to being severed/sheared off.	
Oculars	45° head for ergonomics	60° head, creating a difficult/ uncomfortable viewing angle.	45° head	35° head	

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Base	LED base is low and flat; more easily accommodates dissecting pans used in Bio 212 labs.	Narrower base, dissecting pans would be less stable and more likely to tip.	Narrower base, dissecting pans would be less stable and more likely to tip.	Base is elevated and huge at 33 cm making it extremely difficult for students to move w/o knocking it into other things. Storage would be a major issue.	
Magnification stop on zoom	Can lock the zoom into position for lab exams and other applications.	Cannot lock the zoom into position.	Cannot lock the zoom into position.	Cannot lock the zoom into position.	
Ease of Use	Very user friendly.	Difficult to focus, difficult to carry, and is not user friendly	Too many buttons to figure out. Ease of use is okay.	Too many knobs and buttons to make it very user friendly.	
Other	All parts are completely locked down – students cannot remove any part.	Parts are can be removed by students.	Parts can be removed by students.	Parts can be removed by students. Has a unique screw clip to adjust the top that if it becomes loose could cause the top to crash down.	
Compound scopes	Olympus CX31	Leice	Laborned		Ken-A-Vision T-29033
Optics	Infinity optics – superior to others. Could clearly see fibers on connective tissue slide using 100X objective. Red blood cells image clear when viewed at 400X.	Could not see fibers on connective tissue slide using 100X objective. Image quality was by far the least clear. Red blood cell image at 400X was poor relative to Olympus and Labomed but better than either Motic or Ken-A-Vision.	Could not see fibers on connective tissue slide using 100X objective. Red blood cells image was not a clear at 400X as Olympus but better than Leica, Motic, or Ken-A-Vision.	Resolution is not very good. Smooth muscle tissue image poor using 100X objective. Red blood cells were not clear when viewed at 400X.	Resolution is not very good. Smooth muscle tissue image poor usin 100X objective. Red blood cells were not clear when viewed at 400X but slightly better than the Motic.

Compound	Olympus	Leica	Laborned	light states	Ken-A-Vision
scopes continued	CXSA				
Bulb	Halogen – provides better illumination at the high powers (400 X & 1000X) relative to LED.	LED	LED	Halogen or LED (Not specified on bid)	Halogen
Handle	Easy to pick up the scope. Well balanced.	Awkward, giving concern students would drop the scope. Not well balanced when picked up by handle.	Very awkward, scope tilts downward when picked up.	Very awkward, scope tilts downward when picked up.	Very awkward, scope tilts downward when picked up. To be able to pick it up, fingers must be placed in the objective space.
Ratio Knob Rotation to Distance stage moved – coarse adjustment.	The distance that the stage moved relative to rotation of the coarse adjustment knob was good. Students can quickly focus specimens.	The distance that the stage moved relative to rotation of the coarse adjustment knob was good. Students can quickly focus specimens.	The distance that the stage moved relative to rotation of the coarse adjustment knob was very minimal. The knob required an exception amount of rotating to adequately move the stage when using coarse adjustment. Students will have difficulty focusing specimens.	The distance that the stage moved relative to rotation of the coarse adjustment knob was good. However the coarse adjustment knob was located only on the left side which makes it very difficult for right- handed students to focus.	The distance that the stage moved relative to rotation of the coarse adjustment knob was good.
Microscope parts	All parts are locked down and are student tamper proof.	Parts are not locked down and thus not student tamper proof.	Parts are not locked down and thus not student tamper proof.	Parts are not locked down and thus not student tamper proof.	Parts are not locked down and thus not student tamper proof.
Cord Wrap	Easy access, easy to use.	Difficult to access, students not likely to use it. Positioned such that it may be smashed if hit.	Easy to access/use.	Pops off easily and the clip part needs to be stretched to be able to wrap the cord.	No cord wrap. On/off switch for light is in th back which eliminates the cord wrap.

Compound scopes continued	Olympus CVOI	Leich	Laborned	Note	Kon-A-Vision
Condenser	Easy to adjust. *Can be locked into place so that students cannot alter the position.	Easy to adjust. Cannot be locked into place to prevent student tampering.	Easy to adjust. Cannot be locked into place to prevent student tampering.	Has multiple adjustment screws that students can readily alter. Being able to properly adjust the condenser is very time consuming and would have to be performed by the instructor.	Has multiple adjustment screws that students can readily alter. Being able to properly adjust the condenser is very time consuming and would have to be performed by the instructor.
Other Comments			Bulb housing is not attached and is easily pulled out even when the scope is turned on. This was easily done by faculty – not student proof.	The coarse adjustment knob was located only on the left side which makes it very difficult for right-handed students to focus. The fine focus knob on the right can be accessed only after reaching around the stage adjustment knobs. This makes the act of focusing difficult.	The light switch is not located in a convenient or conventional position at the very back of the microscope as noted above.

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Dissecting Scopes					Frey Scientific Ken-A-Vision NO BID
the diss Oculars comfort Has gre magnific other di All parts down an scope th be locke purpose broad L most ac use with in the m Westco the sam found o Base is better s the othe Optics a	st user friendly of eacting scopes. are at a able 45° angle. ater cation than the ssecting scopes. a are locked nd it is the only hat the zoom can ed down for exam as. The low, ED base is the commodating for n dissecting pans ajor's lab. The base supports the optics, etc. n the LED base. smaller, and uits the needs for er classes. are the best of the ing scopes.	It is not very user friendly having the key pad with four different buttons to control illumination. Optics are not as good as those on the Olympus dissecting scopes nor was the ease of focusing. Zoom cannot be locked in for exams. Handling/carrying of scope was awkward. Microscope parts can be removed/tampered with by students. Oculars are at a 60° angle which makes it uncomfortable to use. Base is too narrow to adequately accommodate dissecting pans.	Does not have as great as great of magnification as the Olympus. Parts are not locked down nor can the zoom be locked down for exams. The plastic control buttons, as well as the scope in general, do not appear to be very substantial and would wear out quickly. It does have 45° oculars for ergonomic comfort. The narrow base will not adequately accommodate dissecting pans. Optics are better than Leica but not as good as Olympus.	The scope is enormous in size making both handling/carrying, and storage a real challenge. The three light switches and multiple knobs make the scope less than student user friendly. Parts and zoom lack the lock down attributes of the Olympus scopes. The overall large size detracts for the ease of using this scope. The base while very broad is also high which makes using dissecting pans on it somewhat more difficult than on the lower Olympus LED base Oculars at 35° are ergonomically friendly.	

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Compound	Olympus			Links Links	Kon-A-Vision 1-20033
	Superior products with a good warranty manufactured by a company with a long history of making quality products. The microscopes have superior optics and are very user friendly. Will last decades as the existing Olympus scopes have demonstrated for the past 20 plus years in the Biology Department.	Scopes had poorer quality optics (images not as clear) than Olympus or Labomed but better than Motic or Ken-A-Vision. Compound scopes were awkward and cumbersome. Body is more durable than the Labomed. Not being student tamper proof and the awkwardness in handling/carrying along with the warranty covering less than those for the other scopes all contribute to making this a less than desirable microscope.	Scopes were an <u>extremely</u> distant second to Olympus in optics. The body of the scope was very light with what appears to be cheap parts that will not hold up well overtime. Focusing with the coarse adjustment knob (distance that the stage moved relative to rotation of the coarse adjustment knob) was more difficult that with the other scopes. Not as user friendly. Handling and not being student tamper proof are also issues.	Optics had the poorest quality of all scopes. Images were the least clear. Having the coarse adjustment knob located only on the left side makes it difficult for right- handed students to use this scope, thus it is the least user friendly for the majority of students. Condenser issues that require the instructor to readjust, along with the other issues (handling and not being student tamper proof) makes this scope the least desirable.	Based on optics, condenser issues, location of the ligh switch, handling o the scope, and the scope not being student tamper proof, this scope rated just slightly better than the Motic.
Camera & Adapters	Infinity Digital <u>Camera &amp; Adapters</u> Easy to use, easy to attach to scopes. Fits on all the Olympus compound bi-ocular scopes (student scopes). Can be used with a lap top.	Infinity Digital Camera <u>&amp; Adapters</u> The camera has to be mounted on a Leica tri-ocular scope, cannot be used on the Leica student scopes (bi-ocular).	Infinity Digital Camera <u>&amp; Labomed Adapters</u> The camera has to be mounted on a tri- ocular scope using Labomed adapters & cannot be used on Labomed student scopes (bi-ocular).	Motic Camera & <u>Adapters</u> Do not know if camera will work on student scopes.	*NO BID

#### **BUSINESS OPERATIONS AND FISCAL SERVICES**

То:	Board of Trustees Date:	July 26, 2010
Re:	Approval of Bid #1160 – Purchase of Miscellaneous Science Equipme	ent & Supplies
Action:	Request for Approval	

#### BACKGROUND

With the opening of the new Santiago Canyon College (SCC) Science Center, there is a need to purchase supplementary science equipment and supplies to furnish the additional classrooms. Existing equipment and supplies will be used, also.

#### ANALYSIS

Bids were emailed to ten vendors. We received nine bids; however, one was delivered late and was returned to the vendor.

The bids have been reviewed by the SCC Science Department and items will be awarded to the low bidders meeting specifications with the exceptions of Items 6-7, 11-15, 18, 36, 38-40, 44, 46, 50, 53-58, 60-62, and 64-65. These bidders did not meet specifications and are deemed non-responsive for the reasons listed on the attached sheets. Items 19 & 34 are being removed due to lack of criteria evaluation, and Item 47 is no longer needed. Items 66-69 will be rebid at a later date for lack of bidder participation.

	RECOMMENDED	
BIDDER	AWARD (ITEMS)	<b>BID AMOUNT</b>
Fisher Scientific	3, 4, 5, 6, 9, 11, 12, 13, 14, 52	\$ 40,418.82
Pasco Scientific	18, 27, 28, 30, 31, 32	\$ 29,049.14
Sargent Welch	2, 7, 8, 15, 16, 17, 21, 22, 25, 26	
	36, 37, 39, 40, 41, 43, 44, 48, 62	\$ 31,291.08
Wards Natural Science	1, 45, 46, 51, 55, 56, 59, 60, 61	\$ 21,236.70
Carolina Biological	23, 35, 38, 64, 65	\$ 2,303.18
Science Kit	20, 24, 29, 42, 49, 50, 53, 54,	
	57, 58	\$ 11,437.32
Frey Scientific	33	\$ 6,520.00
Parco Scientific	10, 63	\$ 13,407.71
	TOTAL	\$155,663.95

This is a multiple award bid. Attached are the bid results with the recommended awards noted with an asterisk.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees accept the bids and approve the awards to Fisher Scientific, Pasco Scientific, Sargent Welch, Wards Natural Science, Carolina Biological, Science Kit, Frey Scientific, and Parco Scientific for Bid #1160 – Purchase of Miscellaneous Science Equipment & Supplies as presented.

Fiscal Impact:	\$155,663.95	Date: July 26, 2010
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Serv	ices
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operation	ations/Fiscal Services
Recommended b	y: John Didion, Interim Chancellor	

### RECAP OF BID #1160 – PURCHASE OF MISCELLANEOUS SCIENCE EQUIPMENT & SUPPLIES

LINE ITEM	оту	DESCRIPTION	FISHER SCI	PASCO SCI	SARGENT WELCH/ VWR	WARD'S NATURAL SCI	CAROLINA BIO	SCIENCE KIT	FREY SCI	PARCO SCI
1	6	Mettler Toledo (or equal) AL Classic Light Series Analytical Balance 210GX.1MG RS232	\$1548.30ea	No Bid	\$1663.56ea	*\$1150.00ea	\$1650.00ea	No Biđ	\$1462.50ea	\$1397.13ea
2	3	Lakeside (or equal) Stainless Steel Guard Rail Utility Cart	\$352.22ea	No Bid	*\$308.09ea	No Bid	\$419.00ea	No Bid	\$325.99ea	No Bid
3	1	Isotemp (or equal) Explosion Proof Refrigerator	*\$2834.20ea	No Bid	\$3417.95ea	No Bid	\$3050.00ea	No Bid	\$3410.00ea	No Bid
4	2	Polyscience (or equal) Polarimeters, full circle	*\$4576.51ea	No Bid	\$5148.97ea	No Bid	No Bid	No Bid	No Bid	No Bid
5	1	Reichert (or equal) r <sup>2</sup> i300 Automatic Benchtop Refractometer	*\$3596.40еа	No Bid	\$3749.54ea	No Bid	No Bid	No Bid	No Bid	No Bid
6	3	Eppendorf (or equal) Research Series Adjustable Volume Pipette SR 2100, 100 to 1000µL	*\$258.08ea	No Bid	\$258.49ea	No Bid	\$371.00ea	No Bid	\$159.81ea (A) \$88.62ea (B)	\$56.00ea
7	3	Eppendorf (or equal) Research Series Adjustable Volume Pipette SR 2100, 500 to 5000µL	\$258.08ea	No Bid	*\$202.24ea	No Bid	No Bid	No Bid	\$94.51ea	No Bid
8	30	Kontes Brand (or equal) Microflex Microscale Kit Std Tpr 14/10 Connection	\$292.03ea	No Bid	*\$251.10ea	No Bid	No Bid	No Bid	\$270.38ea -	No Bid
9	1	Reichert (or equal) Arias 500 Refractometer	*\$5772.00ea	No Bid	\$6300.01ea	No Bid	No Bid	No Bid	No Bid	No Bid
10	6	Ohaus (or equal) Adventurer Pro Analytical Balance	\$2033.20ea	No Bid	\$2031.79ea	No Bid	No Bid	No Bid	\$1890.23ea	*\$1799.61ea
115.36 (3	6	Thermo Scientific (or equal) CL2 Centrifuge	*\$1700.80ea	No Bid	\$1600.66ea	No Bid	\$2135.00ea	No Bid	\$1189.66ea	No Bid

System         Thermo Scientific (or         equal) Six-Place         Trunnion-Type         Centrifuge Rotor         System, 6x15mL         capacity         Thermo Scientific (or         equal) 12-Place Fixed-         Angle Centrifuge Rotor         System, 12x15mL         capacity         Fisher Scientific         Spectrometer - 150mm         fixed scale, 178mm focus	*\$659.30ea *\$898.40ea \$447.85ea	No Bid No Bid	No Bid \$328.13ea	No Bid No Bid	No Bid No Bid	No Bid No Bid	\$313.63ea No Bid	No Bid
equal) 12-Place Fixed- Angle Centrifuge Rotor System, 12x15mL capacity Fisher Scientific Spectrometer – 150mm		No Bid	\$328.13ea	No Bid	No Bid	No Rid	No Rid	
Spectrometer – 150mm	\$447.85ea							No Bid
achromatic adjustment, 32mm clear apparatus	- Presson	No Bid	*\$502.44ea	No Bid	\$620.10ea	No Bid	\$297.37ea	No Bid
Ohaus (or equal) Scout Pro Education Balance, Model #SPE123	\$323.40ea	No Bid	*\$187.40ea	\$299.00ea	\$325.00ea	\$265.91ea	\$287.41ea	\$260.00ea
Pasco Sci (or equal) Student Spectrometer (prism)	\$1253.00ea	\$949.05ea	*\$478.51ea	No Bid	\$620.10ea	No Bid	No Bid	No Bid
Pasco Sci (or equal)	\$335.92ea	*\$455.05ea	\$525.60ea	No Bid	No Bid	No Bid	No Bid	No Bid
Pasco Sci (or equal) Ray	\$67.50ea	\$147.25ea	\$109.31ea	No Bid	\$120.12ea	\$98.12ea	No Bid	No Bid
Pasco Sci (or equal) Spectral Tube Power	\$125.95ea	\$185.25ea	\$98.64ea	No Bid	\$149.25ea	*\$94.00ea	No Bid	No Bid
Pasco Sci (or equal) Spectral Hydrogen Gas	\$21.71ea	\$35.15ea	*\$8.00ea	No Bid	\$17.46ea	\$8.24ea	No Bid	No Bid
Pasco Sci (or equal)	\$26.51ea	\$35.15ea	*\$8.00ea	No Bid	\$26.98ea	\$8.24ea	No Bid	No Bid
Pasco Sci (or equal) Spectral Mercury Gas Tube	\$28.39ea	\$38.00ea	\$32.76ea	No Bid	*\$17.46ea	\$30.84ea	No Bid	No Bid
Pasco Sci (or equal) Spectral Helium Gas Tube	\$22.37ea	\$35.15ea	\$8.03ea	No Bid	\$27.33ea	*\$8.24ea	No Bid	No Bid
	(prism)Pasco Sci (or equal)Basic Optics SystemsPasco Sci (or equal) RayBox REMOVEPasco Sci (or equal)Spectral Tube PowerSupplyPasco Sci (or equal)Spectral Hydrogen GasTubePasco Sci (or equal)Spectral Neon Gas TubePasco Sci (or equal)Spectral Mercury GasTubePasco Sci (or equal)Spectral Mercury GasTubePasco Sci (or equal)Spectral Mercury GasTubePasco Sci (or equal)Spectral Helium Gas	(prism)Pasco Sci (or equal) Basic Optics Systems\$335.92eaBasic Optics Systems\$335.92eaPasco Sci (or equal) Ray Box REMOVE\$67.50eaPasco Sci (or equal) Spectral Tube Power Supply\$125.95eaPasco Sci (or equal) Spectral Hydrogen Gas Tube\$21.71eaPasco Sci (or equal) Spectral Neon Gas Tube\$26.51eaPasco Sci (or equal) Spectral Mercury Gas Tube\$28.39eaPasco Sci (or equal) Spectral Mercury Gas Tube\$22.37eaPasco Sci (or equal) Spectral Helium Gas\$22.37ea	(prism)\$335.92eaPasco Sci (or equal) Basic Optics Systems\$335.92eaPasco Sci (or equal) Ray Box REMOVE\$67.50eaPasco Sci (or equal) Spectral Tube Power Supply\$125.95eaPasco Sci (or equal) Spectral Hydrogen Gas Tube\$21.71eaPasco Sci (or equal) Spectral Neon Gas Tube\$26.51eaPasco Sci (or equal) Spectral Mercury Gas Tube\$28.39eaPasco Sci (or equal) Spectral Mercury Gas Tube\$22.37eaPasco Sci (or equal) Spectral Helium Gas\$22.37ea	(prism)S335.92ea*\$455.05ea\$525.60eaBasic Optics Systems\$335.92ea*\$455.05ea\$525.60eaBasic Optics Systems\$67.50ea\$147.25ea\$109.31eaPasco Sci (or equal) Ray Box REMOVE\$67.50ea\$147.25ea\$109.31eaPasco Sci (or equal) Spectral Tube Power Supply\$125.95ea\$185.25ea\$98.64eaPasco Sci (or equal) Spectral Hydrogen Gas Tube\$21.71ea\$35.15ea*\$8.00eaPasco Sci (or equal) Spectral Neon Gas Tube\$26.51ea\$35.15ea\$32.76eaPasco Sci (or equal) Spectral Mercury Gas Tube\$22.37ea\$35.15ea\$8.03ea	(prism)S335.92ea*\$455.05eaS525.60eaNo BidBasic Optics Systems\$335.92ea*\$455.05ea\$525.60eaNo BidPasco Sci (or equal) Ray Box REMOVE\$67.50ea\$147.25ea\$109.31eaNo BidPasco Sci (or equal) Spectral Tube Power Supply\$125.95ea\$185.25ea\$98.64eaNo BidPasco Sci (or equal) Spectral Hydrogen Gas Tube\$21.71ea\$35.15ea*\$8.00eaNo BidPasco Sci (or equal) Spectral Hydrogen Gas Tube\$26.51ea\$35.15ea*\$8.00eaNo BidPasco Sci (or equal) Spectral Mercury Gas Tube\$28.39ea\$38.00ea\$32.76eaNo BidPasco Sci (or equal) Spectral Mercury Gas Tube\$22.37ea\$35.15ea\$8.03eaNo BidPasco Sci (or equal) Spectral Mercury Gas Tube\$22.37ea\$35.15ea\$8.03eaNo Bid	(prism)	(prism)S335.92ea*\$455.05ea\$525.60eaNo BidNo BidNo BidPasco Sci (or equal) Ray Box REMOVE\$67.50ea\$147.25ea\$109.31eaNo Bid\$120.12ea\$98.12eaPasco Sci (or equal) Ray Box REMOVE\$67.50ea\$147.25ea\$109.31eaNo Bid\$120.12ea\$98.12eaPasco Sci (or equal) Spectral Tube Power Supply\$125.95ea\$185.25ea\$98.64eaNo Bid\$149.25ea*\$94.00eaPasco Sci (or equal) Spectral Hydrogen Gas Tube\$21.71ea\$35.15ea*\$8.00eaNo Bid\$17.46ea\$8.24eaPasco Sci (or equal) Spectral Neon Gas Tube\$26.51ea\$35.15ea*\$8.00eaNo Bid\$26.98ea\$8.24eaPasco Sci (or equal) Spectral Meroury Gas Tube\$28.39ea\$38.00ea\$32.76eaNo Bid\$26.98ea\$30.84eaPasco Sci (or equal) Spectral Mercury Gas Tube\$22.37ea\$35.15ea\$8.03eaNo Bid\$27.33ea*\$8.24eaPasco Sci (or equal) Spectral Helium Gas\$22.37ea\$35.15ea\$8.03eaNo Bid\$27.33ea*\$8.24ea	(prism)cc

25	3	rasco Sci (or equal)	\$24.75ea	\$37.00ea	*\$8.00ea	No Bid	\$17.96ea	\$8.24ea	No Bid	No Bid
		Spectral Water Vapor Gas Tube								
26	3	Pasco Sci (or equal) Spectral Carbon Dioxide Gas Tube	\$28.28ea	\$37.00ea	*\$8.00ea	No Bid	\$27.33ea	\$8.24ea	No Bid	No Bid
27	6	Pasco Sci (or equal) ProScope HR USB Microscope	No Bid	*\$274.55ea	\$541.68ea	No Bid	No Bid	No Bid	\$289.95ea	No Bid
28	8	Pasco (or equal) Photoelectric Effect Apparatus	No Bid	*\$1969.00ea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
.9	4	Pasco (or equal) Intermediate Nuclear Laboratory System	No Bid	\$1479.00ea	No Bid	No Bid	\$1795.50ea	*\$1357.65ea	No Bid	No Bid
50	4	Pasco (or equal) Diffraction Optics Kit – Basic Optics	No Bid	*\$279.00ea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
31	4	Pasco (or equal) Polarization Analyzer – Basic Optics	No Bid	*\$199.00ea	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
32	5	Pasco (or equal) Basics Optics System	No Bid	*\$479.00ea	\$525.60ea	No Bid	No Bid	No Bid	No Bid	No Bid
33	20	Corning (or equal) Hot Plate/Stirrer, 575W, 5"x7" Top	\$366.00ea	No Bid	\$322.74ea	\$395.00ea	\$360.00ea	\$338.51ea	*\$299.77ea	No Bid
14	6	Sargent Welch (or equal) Digital Melting Point Apparatus REMOVE	No Bid	No Bid	\$695.22ea	\$805.00ea	\$791.00ea	\$675.36ea	No Bid	No Bid
15	3	Sargent-Welch (or equal) Portable Stepladder	No Bid	No Bid	\$199.11ea	No Bid	*\$185.00ea	No Bid	No Bid	No Bid
6	3	Eco-celli (or equal) Barometer	\$257.40ea	. No Bid	*\$183.95ea	\$195.00ea	No Bid	\$175.30ea	No Bid	No Bid
7	1	Sargent Welch (or equal) Crystal Lattice Models, set of 9 models	No Bid	No Bid	*\$1396.25ea	No Bid	No Bid	No Bid	No Bid	No Bid
-5.36 (	1	VWR (or equal) Mini Vortex Mixer	\$168.47ea	No Bid	\$190.64ea	No Bid	*\$190.00ea	\$187.51ea	\$186.78ea	No Bid
- <del>ک و</del>	1	Sargent-Welch (or equal) Orbital Model Set, Set of 3 p Orbitals:	\$13.43ea	No Bid	*\$137.50ea	No Bid	No Bid	No Bid	No Bid	No Bid

	px, py and pz								
1	Sargent-Welch (or equal) Orbital Model Set, Set of 5 d Orbitals: dz2, dxy, dxz, dzx, d(x2- y2)	\$13.43ea	No Bid	*\$275.00ea					No Bid
2	Sargent-Welch (or equal) Giant-size Molecular Models Class Set		No Bid	*\$202.50ea	No Bid	\$254.15ea			No Bid
4	Cenco (or equal) Quantitative Centripetal Force Apparatus	No Bid	No Bid	\$403.89ea	No Bid	No Bid	*\$337.88ea	No Bid	No Bid
8	Cenco Coulomb and Current Balance	No Bid	No Bid	*\$482.84ea	No Bid	No Bid	No Bíd	No Bid	No Bid
8	Switching Mode Regulated DC Power Supply	No Bid	No Bid	*\$274.94ea	No Bid	No Bid	No Bid	\$155.85ea	No Bid
12	Ward's (or equal) Survey of Invertebrate Fossils Collection	No Bid	No Bid	No Bid	*\$716.00ea	No Bid	No Bid	No Bid	No Bid
1	Unico (or equal) PowerSpin Variable Speed Centrifuge C856	No Bid	No Bid	\$312.84ea	*\$349.00ea	\$267.00ea	No Bid	\$308.18ea	No Bid
2	VWR (or equal) Sci/Ed Digital Incubator, 1 cu/ft REMOVE	\$277.20ea	No Bid	\$1218.82ea	\$1480.00ea	\$498.00ea	No Bid	\$413.41ea	No Bid
2	VWR (or equal) Sci/Ed Oven, Gravity Convection Analog Control 1 cu/ft	\$559.04ea	No Bid	*\$367.06ea	Discontinued	\$416.00ea	No Bid	\$451.76ea	No Bid
2	VWR (or equal) Sci/Ed Waterbath, Analog, 6L	\$468.65ea	No Bid	\$402.41ea	\$455.00ea	\$480.00ea	*\$386.13ea	\$586.14ea	No Bid
1	Ward's (or equal) Comprehensive Plant	\$455.70ea	No Bid	\$406.63ea	\$450.00ea	\$540.00ea	*\$397.06ea	\$219.24ea	No Bid
1	Ward's (or equal)	\$370.30ea	No Bid	No Bid	*\$349.00ea	\$451.50ea	No Bid	No Bid	No Bid
1	Ward's (or equal) Microscope Slide Cabinet Unit System	*\$441.54ea	No Bid	\$487.38ea	\$545.00ea	\$460.00ea	\$457.65ea	\$453.37ea	\$529.00ea
1	Somso (or equal) Animal Mitosis Model	\$54.42ea	No Bid	\$677.71ea	\$500.00ea	\$652.50ea	*\$440.16ea	No Bid	No Bid
	2 4 8 8 12 1 1 2 2 1 1 1 1 1 1 1	1       Sargent-Welch (or equal) Orbital Model Set, Set of 5 d Orbitals: dz2, dxy, dxz, dzx, d(x2- y2)         2       Sargent-Welch (or equal) Giant-size Molecular Models Class Set         4       Cenco (or equal) Quantitative Centripetal Force Apparatus         8       Cenco Coulomb and Current Balance         8       Switching Mode Regulated DC Power Supply         12       Ward's (or equal) Survey of Invertebrate Fossils Collection         1       Unico (or equal) PowerSpin Variable Speed Centrifuge C856         2       VWR (or equal) Sci/Ed Digital Incubator, 1 cu/ft REMOVE         2       VWR (or equal) Sci/Ed Oven, Gravity Convection Analog Control 1 cu/ft         2       VWR (or equal) Sci/Ed         1       Ward's (or equal) Comprehensive Plant Cell Model         1       Ward's (or equal) Prokaryote Cell Model         1       Ward's (or equal) Microscope Slide Cabinet Unit System - 500 slide capacity         1       Somso (or equal) Animal Mitosis Model	1       Sargent-Welch (or equal) Orbital Model Set, Set of 5 d Orbitals: dz2, dxy, dxz, dzx, d(x2- y2)       \$13.43ea         2       Sargent-Welch (or equal) Giant-size Molecular Models Class Set       \$233.92ea         4       Cenco (or equal) Quantitative Centripetal Force Apparatus       No Bid         8       Cenco Coulomb and Current Balance       No Bid         8       Switching Mode Regulated DC Power Supply       No Bid         1       Unico (or equal) PowerSpin Variable Speed Centrifuge C856       No Bid         2       VWR (or equal) Sci/Ed Digital Incubator, 1 cu/ft REMOVE       \$277.20ea         2       VWR (or equal) Sci/Ed Oven, Gravity Convection Analog Control 1 cu/ft       \$468.65ea         2       VWR (or equal) Sci/Ed Waterbath, Analog, 6L with Cover       \$455.70ea         1       Ward's (or equal) Sci/Ed Digital Incubator, 1 cu/ft       \$468.65ea         2       VWR (or equal) Sci/Ed Oven, Gravity Convection Analog Control 1 cu/ft       \$468.65ea         1       Ward's (or equal) Sci/Ed Waterbath, Analog, 6L with Cover       \$4455.70ea         1       Ward's (or equal) Comprehensive Plant Cell Model       \$370.30ea         1       Ward's (or equal) Prokaryote Cell Model       \$370.30ea         1       Somso (or equal) Animal Mitosis Model       \$554.42ea	1       Sargent-Welch (or equal) Orbital Model Set, Set of 5 d Orbitals: dz2, dxy, dxz, dzx, d(x2- y2)       \$13.43ea       No Bid         2       Sargent-Welch (or equal) Giant-size Molecular Models Class Set       \$233.92ea       No Bid         4       Cenco (or equal) Quantitative Centripetal Force Apparatus       No Bid       No Bid         8       Cenco Coulomb and Current Balance       No Bid       No Bid         8       Switching Mode Regulated DC Power Supply       No Bid       No Bid         12       Ward's (or equal) Survey of Invertebrate Fossils Collection       No Bid       No Bid         1       Unico (or equal) Survey of Invertebrate Fossils Collection       No Bid       No Bid         2       VWR (or equal) Sci/Ed Digital Incubator, 1 cu/ft REMOVE       \$277.20ea       No Bid         2       VWR (or equal) Sci/Ed Oven, Gravity Convection Analog Control 1 cu/ft       \$468.65ea       No Bid         2       VWR (or equal) Sci/Ed Ward's (or equal)       \$455.70ea       No Bid         1       Ward's (or equal) Comprehensive Plant Cell Model       \$455.70ea       No Bid         1       Ward's (or equal) Comprehensive Plant Cell Model       \$370.30ea       No Bid         1       Ward's (or equal) Side capacity       \$441.54ea       No Bid         1       Ward's (or equal) Conprehensive P	1       Sargent-Weich (or equal) Orbital Model Set, Set of 5 d Orbitals: dz2, dxy, dxz, dzx, d(x2- y2)       \$13.43ea       No Bid       *\$275.00ea         2       Sargent-Weich (or equal) Giant-size Molecular Models Class       \$233.92ea       No Bid       *\$202.50ea         4       Cenco (or equal) Quantitative Centripetal Force Apparatus       No Bid       No Bid       \$403.89ea         8       Cenco Coulomb and Current Balance       No Bid       No Bid       \$482.84ea         8       Switching Mode Regulated DC Power Supply       No Bid       No Bid       *\$274.94ea         12       Ward's (or equal) Survey of Invertebrate Fossils Collection       No Bid       No Bid       No Bid       \$312.84ea         2       VWR (or equal) Sci/Ed Digital Incubator, 1 cu/ft REMOVE       \$277.20ea       No Bid       \$1218.82ea         2       VWR (or equal) Sci/Ed Digital Incubator, 1 cu/ft REMOVE       \$559.04ea       No Bid       \$1218.82ea         2       VWR (or equal) Sci/Ed Waterbath, Analog, 6L with Cover       \$468.65ea       No Bid       \$402.41ea         1       Ward's (or equal) Control 1 cu/ft       \$370.30ea       No Bid       \$406.63ea         1       Ward's (or equal) Comprehensive Plant Cell Model       \$370.30ea       No Bid       \$406.63ea         1       Ward's (or equal) Comprehensive P	1       Sargent-Welch (or equal) Orbitals Model Set, Set of 5 d Orbitals: dz2, dxy, dxz, dzx. d(x2- y2)       Sorgent-Welch (or equal) Glant-size Molecular Models Class       \$233.92ea       No Bid       *\$202.50ea       No Bid         2       Sargent-Welch (or equal) Glant-size Molecular Models Class       \$233.92ea       No Bid       *\$202.50ea       No Bid         4       Cenco (or equal) Quantitative Centripetal Force Apparatus       No Bid       No Bid       \$403.89ea       No Bid         8       Cenco Coulomb and Current Balance       No Bid       No Bid       No Bid       *\$482.84ea       No Bid         8       Switching Mode Regulated DC Power Supply       No Bid       No Bid       No Bid       *\$274.94ea       No Bid         1       Unico (or equal) PowerSpin Variable Speed Centrifuge C856       No Bid       No Bid       \$312.84ea       *\$349.00ea         2       VWR (or equal) Sci/Ed Digital Incubator, 1 cu/ft REMOVE       \$2577.20ea       No Bid       \$1218.82ea       \$1480.00ea         2       VWR (or equal) Sci/Ed Waterbath, Analog, 6L with Cover       \$468.65ea       No Bid       \$402.41ea       \$455.00ea         2       WWR (or equal) Sci/Ed Waterbath, Analog, 6L with Cover       \$4468.65ea       No Bid       \$406.63ea       \$450.00ea         1       Ward's (or equal) Comprehensive Plant Cell Model	1       Sargent-Welch (or equal) Orbital Model Set, Set of 5 d Orbitals: dz2, dxy, dxz, dxz, d(x2-y2)       \$13.43ea       No Bid       *\$275.00ea       No Bid       No Bid         2       Sargent-Welch (or equal) Giant-size Molecular Models Class Set       \$233.92ea       No Bid       *\$202.50ea       No Bid       \$254.15ea         4       Cence (or equal) Quantitative Centripetal Force Apparatus       No Bid       No Bid       \$403.89ea       No Bid       No Bid         6       Cence Color equal) Evolution and Current Balance       No Bid       No Bid       *\$274.94ea       No Bid       No Bid         8       Weitching Mode Regulated DC Power Supply       No Bid       No Bid       *\$274.94ea       No Bid       No Bid         1       Unico (or equal) PowerSpin Variable       No Bid       No Bid       *\$312.84ea       *\$349.00ea       \$267.00ea         12       Ward's (or equal) Sci/Ed       No Bid       No Bid       \$312.84ea       *\$349.00ea       \$267.00ea         12       Unico (or equal) Evi/Ed       No Bid       No Bid       \$312.84ea       \$349.00ea       \$267.00ea         12       Ward's (or equal) Sci/Ed       \$277.20ea       No Bid       \$1218.82ea       \$1480.00ea       \$498.00ea         2       VWR (or equal) Sci/Ed       \$455.70ea <t< td=""><td>1       Sargent-Welch (or equal) Orbital Model Set, Set of 5 d Orbitals: dz, úzy, úzz, dzz, d(c2- y2)       \$13.43ea       No Bid       *\$275.00ea       No Bid       No Bid       No Bid         2       Sargent-Welch (or equal) Glant-size Molecular Models Class Set       S233.92ea       No Bid       *\$202.50ea       No Bid       \$254.15ea       No Bid         4       Cenco (or equal) Quantitative Centripetal Force Apparatus       No Bid       No Bid       S403.89ea       No Bid       No Bid       *\$37.88ea         8       Cenco (or equal) Quantitative Centripetal Force Apparatus       No Bid       No Bid       *\$482.84ea       No Bid       No Bid       No Bid         8       Switching Mode Regulated DC Power Supply       No Bid       No Bid       No Bid       *\$274.94ea       No Bid       No Bid       No Bid         12       Ward's (or equal) Survey of Invertebrate Fossils Collection       No Bid       No Bid       \$312.84ea       *\$349.00ea       \$267.00ea       No Bid       No Bid         12       Ward's (or equal) SciZed Over, Gravity Convection, nalog Control I cu/ft REMOVE       \$277.20ea       No Bid       \$1218.82ea       \$1480.00ea       \$4498.00ea       \$406.00ea       \$4498.00ea       \$450.00ea       *\$386.13ea         2       VWR (or equal) SciZed Over, Gravity Convection Analog Coutrol I cu/ft       &lt;</td><td>1       Sargent-Weich (or equal) Orbital Model dz, dx), dxz, dxz, d(x2- y2)       S13.43ea       No Bid       *5275.00ea       No Bid       No Bid       No Bid       No Bid         2       Sargent-Weich (or equal) Clant-size       S233.92ea       No Bid       *S202.50ea       No Bid       S254.15ea       No Bid       No Bid         2       Sargent-Weich (or equal) Clant-size       S233.92ea       No Bid       *S202.50ea       No Bid       S254.15ea       No Bid       No Bid         4       Cenco (or equal)       No Bid       No Bid       S403.89ea       No Bid       No Bid       *S376.88ea       No Bid         6       Cenco Corulomb and Quantifative Centriptell Porce Apparatus       No Bid       No Bid       *S422.84ea       No Bid       No Bid       No Bid       No Bid       No Bid       Si55.85ea         8       Switching Mode Regulated DC Power Supply       No Bid       No Bid       No Bid       No Bid       Si55.85ea       Si56.16ea       No Bid       No Bid       Si66.18ea         1       Ward* (or equal) Sci/Ed       No Bid       No Bid       Si12.84ea       *Si49.00ea       Si267.00ea       No Bid       Si61.18ea         PowerSpit Variable Speed Centrifuge C856       Si77.20ea       No Bid       Si12.18.82ea       Si480.00ea</td></t<>	1       Sargent-Welch (or equal) Orbital Model Set, Set of 5 d Orbitals: dz, úzy, úzz, dzz, d(c2- y2)       \$13.43ea       No Bid       *\$275.00ea       No Bid       No Bid       No Bid         2       Sargent-Welch (or equal) Glant-size Molecular Models Class Set       S233.92ea       No Bid       *\$202.50ea       No Bid       \$254.15ea       No Bid         4       Cenco (or equal) Quantitative Centripetal Force Apparatus       No Bid       No Bid       S403.89ea       No Bid       No Bid       *\$37.88ea         8       Cenco (or equal) Quantitative Centripetal Force Apparatus       No Bid       No Bid       *\$482.84ea       No Bid       No Bid       No Bid         8       Switching Mode Regulated DC Power Supply       No Bid       No Bid       No Bid       *\$274.94ea       No Bid       No Bid       No Bid         12       Ward's (or equal) Survey of Invertebrate Fossils Collection       No Bid       No Bid       \$312.84ea       *\$349.00ea       \$267.00ea       No Bid       No Bid         12       Ward's (or equal) SciZed Over, Gravity Convection, nalog Control I cu/ft REMOVE       \$277.20ea       No Bid       \$1218.82ea       \$1480.00ea       \$4498.00ea       \$406.00ea       \$4498.00ea       \$450.00ea       *\$386.13ea         2       VWR (or equal) SciZed Over, Gravity Convection Analog Coutrol I cu/ft       <	1       Sargent-Weich (or equal) Orbital Model dz, dx), dxz, dxz, d(x2- y2)       S13.43ea       No Bid       *5275.00ea       No Bid       No Bid       No Bid       No Bid         2       Sargent-Weich (or equal) Clant-size       S233.92ea       No Bid       *S202.50ea       No Bid       S254.15ea       No Bid       No Bid         2       Sargent-Weich (or equal) Clant-size       S233.92ea       No Bid       *S202.50ea       No Bid       S254.15ea       No Bid       No Bid         4       Cenco (or equal)       No Bid       No Bid       S403.89ea       No Bid       No Bid       *S376.88ea       No Bid         6       Cenco Corulomb and Quantifative Centriptell Porce Apparatus       No Bid       No Bid       *S422.84ea       No Bid       No Bid       No Bid       No Bid       No Bid       Si55.85ea         8       Switching Mode Regulated DC Power Supply       No Bid       No Bid       No Bid       No Bid       Si55.85ea       Si56.16ea       No Bid       No Bid       Si66.18ea         1       Ward* (or equal) Sci/Ed       No Bid       No Bid       Si12.84ea       *Si49.00ea       Si267.00ea       No Bid       Si61.18ea         PowerSpit Variable Speed Centrifuge C856       Si77.20ea       No Bid       Si12.18.82ea       Si480.00ea

21-110		$\cap$							(	
54	1	ward's (or equal) Plant Mitosis Model Set	\$836.00ea	No Bid	\$623.49ea	\$799.00ea	\$206.50ea	*\$608.83ea	No Bid	No Bid
55	1	Somso (or equal) Comprehensive Animal Meiosis Model Set	\$855.00ea	No Bid	No Bid	*\$1425.00ea	1034.95ea	No Bid	No Bid	No Bid
56	1	Denoyer-Geppert (or equal) Respiratory Organs and Heart Model	\$402.50ea	No Bid	\$376.99ea	*\$435.00	\$202.96ea	No Bid	\$330.77ea	No Bid
57	1	Somso (or equal) Comprehensive Female Model	\$129.35ea	No Bid	\$270.32ea	\$295.00	\$391.50ea	*\$261.42ea	\$236.37ea	No Bid
58	1	Somso (or equal) Comprehensive Male Pelvis Model	\$109.62ea	No Bid	\$355.78ea	\$389.00ea	\$535.50ea	*\$371.38ea	\$264.77ea	No Bid
59	1	Somso (or equal) Deciduous Leaf Model, Base Mount	No Bid	No Bid	Discontinued	*\$325.00ea	No Bid	\$372.06ea	No Bid	No Bid
60	1	Somso (or equal) Herbaceous Monocot Stem Section Model	No Bid	No Bid	No Bid	*\$368.00ea	\$189.00ea	No Bid	No Bid	No Bid
61	1	Somso (or equal) Woody Dicot Stem Section Model	\$43.89ea	No Bid	No Bid	*\$785.00ea	\$190.75ea	No Bid	No Bid	No Bid
62	1	Ward's (or equal) Dicot Flower Model	\$441.60ea	No Bid	*\$321.28ea	\$415.00ea	\$381.50ea	\$367.06	\$153.68ea	No Bid
63	2	Ohaus (or equal) Pioneer Precision and Analytical Balance, Model #PA3102, Capacity 3, 100g	\$889.84ea	No Bid	\$774.52ea	\$975.00ea	\$925.00ea	No Bid	\$781.25ea	*\$765.63ea
64	2	Carolina (or equal) Bullfrog Injected Biosmount	\$93.91ea	No Bid	\$220.80ea	\$289.00ea	*\$189.00ea	\$263.46ea	\$112.30ea	No Bid
65 ს სა	1	Somso (or equal) Human Digestive Tract Model	\$300.00ea	No Bid	\$132.65ea	\$550.00ea	*\$715.50ea	No Bid	\$299.30ea	No Bid
66 (7)	12	Meiji (or equal) Stereo Body 2X and 4X in turret magnification changer REMOVE	\$427.12ea	No Bid	\$136.26ea	No Bid	No Bid	No Bid	\$118.94ea (A) \$238.89ea (B)	No Bid
67	12	Meiji (or equal) Super-	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$56.89ea	No Bid

		Widefield Eyepiece 10X (Paired) REMOVE								
68	12	Meiji (or equal) Pole Type Stand with Dual Illumination System, Variable-Intensity Halogen, 6V, 10W REMOVE	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$119.95ea	No Bid
69	12	Meiji (or equal) Transmitted and Incident Light Polarizing Microscope REMOVE	\$172.52ea	No Bid	\$604.74ea	No Bid	No Bid	No Bid	No Bid	No Bid

\*Recommended Award

msc/Bid #1160 Spreadsheet

5.36 (8)

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### **BID #1160 SCIENCE EQUIPMENT & SUPPLIES ANALYSIS**

ltem #	Accept Low Bid	Reason Low Bid Not Acceptable
1	Yes	
2	Yes	
3	Yes	
4	Yes	
5	Yes	
6	No	Parco Scientific & Frey Scientific do not meet the one micro liter increments. Fisher Scientific is the next lowest bidder meeting specifications.
7	No	Frey Scientific does not meet the one micro liter increments. Sargent Welch is the next lowest bidder meeting specifications.
8	Yes	
9	Yes	
10	Yes	
11	No	Items 11-14 are components for one unit. Fisher Scientific is the next lowest bidder
12	No	meeting specifications and is the only one who bid on all four items.
13	No	
14	No	
15	No	Frey Scientific & Fisher Scientific spectrometers do not offer features that match existing spectrometers. Sargent Welch is the next lowest bidder meeting specifications.
16	Yes	
17	Yes	
18	No	Fisher Scientific is not compatible with existing lenses and equipment. Pasco Scientific is the next lowest bidder meeting specifications.
19	Remove	Lack of evaluating criteria.
20	Yes	
21	Yes	
22	Yes	
23	Yes	
24	Yes	
25	Yes	
26	Yes	
27	Yes	
28	Yes	
20	Yes	
30	Yes	
31	Yes	
32	Yes	
	Yes	
33		Look of oveluating entering
34	Remove	Lack of evaluating criteria.
35	Yes	
36	No	Science Kit does not have either C or F scales. Sargent Welch is the next lowest bidder meeting specifications.
37	Yes	
88	No	Fisher Scientific, Frey Scientific and Science Kit do not have all the features as requested such as the ability to use flasks, beakers and tubes. Carolina Biological is the next bidder meeting specifications.
39	No	Fisher Scientific submitted orbital models for student use and not for instructor
40	No	demonstrations. Sargent Welch is the next lowest bidder meeting specifications.

41	Yes	
42	Yes	
43	Yes	
44	No	Frey Scientific power supply only has 3 amps capability and 40 amps requested to handle item no. 43. Sargent Welch is the next lowest bidder meeting specification
45	Yes	
46	No	Carolina Biological, Frey Scientific, and Sargent Welch do not have all the features required such as variable speed vs. a limited no. of speeds and capacity. Wards Natural Science is the next lowest bidder meeting specifications.
47	Remove	No longer needed.
48	Yes	
49	Yes	
50	No	Frey Scientific model is too small. Science Kit is the next lowest bidder meeting specifications.
51	Yes	
52	Yes	
53	No	Fisher Scientific models lay flat instead of on individual stands which allow for more students to see them. Science Kit is the next lowest bidder meeting specifications.
54	No	Carolina Biological models are in two dimensional vs. three dimensional. Science Kit is the next bidder meeting specifications.
55	No	Fisher Scientific and Carolina Biological models do not have the details or legends required. Wards Natural Science is the next lowest bidder meeting specifications.
56	No	Carolina Biological, Frey Scientific, Sargent Welch, and Fisher Scientific do not have the details or legends required. Wards Natural Science is the next lowest bidder meeting specifications.
57	No	Fisher Scientific and Frey Scientific do not have the details or legends required. Science Kit is the next lowest bidder meeting specifications.
58	No	Frey Scientific, Fisher Scientific and Sargent Welch do not have the details or legends required. Science Kit is the next lowest bidder meeting specifications.
59	Yes	
60	No	Experience with this Carolina Biological product Altay has not been good because they break easily. Wards Natural Science is the next lowest bidder meeting specifications.
61	No	Fisher Scientific does not have the details required and Carolina Biological's Altay brand breaks too easily. Wards Natural Science is the next lowest bidder meeting specifications.
62	No	Frey Scientific does not have adequate details or legends. Sargent Welch is the next lowest bidder meeting specifications.
63	Yes	
64	No	Fisher Scientific product is for frogs for dissection and not a model as requested, Frey Scientific's model does not have the details required. Carolina Biological is the next lowest bidder meeting specifications.
65	No	Sargent Welch, Frey Scientific, Fisher Scientific, and Wards Natural Science do no have the details required. Carolina Biological is the next lowest bidder meeting specifications.
66	Remove	Items are being removed due to lack of bidder participation. Will rebid at a later
67	Remove	date.
68	Remove	
69	Remove	

msc/Bid #1160 Science Equipment & Supplies Analysis

NO. 5.37

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

#### BUSINESS OPERATIONS AND FISCAL SERVICES

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Bid #1162-Elevator Repair & Maint	tenance Service
Action:	Request for Approval	

#### BACKGROUND

On May 24, 2010, the Board rejected Bid#1158 – Elevator Repair & Maintenance Service due to lack of participation as only one bidder submitted a bid. The bid was rebid under Bid #1162 – Elevator Repair and Maintenance Service.

#### ANALYSIS

The District has twenty-four (24) hydraulic elevators plus one (1) dumbwaiter and one (1) wheelchair lift at Santa Ana College, Digital Media Center, Santiago Canyon College and the District Office that require monthly inspection and service. This work must be performed by a licensed elevator technician.

Working with staff members from all four sites, a bid package was prepared and sent out to twenty-one (21) bidders for competitive pricing for elevator maintenance service for thirty-five (35) months beginning August 1, 2010 through June 30, 2013 with an option to renew for an additional two-year term.

A mandatory pre-bid conference and job walk was conducted to discuss the bidding procedures and to allow the bidders to visit the sites. A total of nine (9) bidders attended; five (5) companies provided bids and two (2) were non-responsive (see attached bid recap).

After a thorough evaluation including conducting reference checks, it was determined that Omega Elevator Corporation is the lowest responsible and responsive bidder meeting specifications.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees accept the bid and award the contract including renewals to Omega Elevator Corporation to provide repair and maintenance service to district-owned elevators as presented.

Fiscal Impact:	\$84,912.00 (three-year cost)	Board Date: July 26, 2010
Prepared by:	Tracey Conner-Crabbe, Director of P	urchasing Services
Submitted by:	Peter J. Hardash, Vice Chancellor of	Business Operations/Fiscal Services
Recommended b	y: John Didion, Interim Chancellor	

### Bid #1162 - Elevator Repair and Maintenance Service Bid Recap

	0	mega Elevat	or	GMS E	levator Servi	ces inc	Superior	Alliance Elev	ator Corp
Site	Annual Cost (YR 1)	Annual Cost (YR 2)			The state of the s		Annual Gost (YR 1)	Annual Cost (YR 2)	Annual Cos (YR 3)
Santa Ana College	16,296.00	18,000.00	18,540.00	17,523.00	19,488.00	21,792.00	18,370.00	20,239.92	20,442.72
Digital Media Center	1,800.00	1,860.00	1,920.00	2,321.00	2,580.00	2,640.00	2,090.00	2,325.00	2,371.20
Santiago Canyon College	4,800.00	6,336.00	7,920.00	5,126.00	9,288.00	9,432.00	5,280.00	8,640.00	8,640.00
District Office	2,400.00	2,472.00	2,568.00	2,343.00	2,604.00	2,652.00	2,970.00	3,279.96	3,300.00
Subtotal	25,296.00	28,668.00	30,948.00	27,313.00	33,960.00	36,516.00	28,710.00	34,484.88	34,753.92
Total Bid Price For Three Years	+	84,912.00			97,789.00			97,948.80	
Volume Discount (Optional)		2%			5%			2%	
Extra parts/Materials (%Mark-up Over Cost)	1	20%			20%		:	20%	
Hourly Rate For Regular Business Hours		\$160.00/Hr.			\$169.00/Hr.		2	\$160.00/Hr.	
Hourly Rate For Regular Overtime Hours (Monday through Friday)		\$112.00/Hr.			\$295.00/Hr.	·		\$325.00/Hr.	
Hourly Rate For Regular Overtime Hours (Saturday, Sunday & Holidays)		\$160.00/Hr			\$338.00/Hr			\$350.00/Hr	

	1					•							
		celsior Eleva			tis Elevator C			ech Elevator Se			vator Support		
Site			Annual Cost (YR 3)				Annual Co (YR 1)	est Annual Cost (YR 2)	Annual Co (YR 3)	st Annual C (YR 1)	ost Annual Co (YR 2)	at Annual Cos (YR 3)	
Santa Ana College	22,632.00	23,400.00	23,580.00	49,008.00	50,964.00	52,992.00		i		<u>.</u>			
Digital Media Center	2,148.00	2,148.00	2,196.00	7,080.00	7,356.00	7,644.00	(Ir	Non-Responsiv ncomplete Bid F			Non-Respon		
Santiago Canyon College	5,232.00	7,848.00	8,064.00	11,040.00	16,560.00	17,220.00		i					
District Office	2,616.00	2,616.00	2,664.00	13,200.00	13,728.00	14,268.00			-				
Subtotal	32,628.00	36,012.00	36,504.00	80,328.00	88,608.00	92,124.00							
Total Bid Price For Three Years		105,144.00			261,060.00		! 						
Volume Discount (Optional)		0%			0%								
Extra parts/Materials (%Mark-up Over Cost)		12%			25%		1   	1					
Hourly Rate For Regular Business Hours		\$192.00/Hr.			\$314.80/Hr.							1	
Hourly Rate For Regular Overtime Hours (Monday through Friday)		\$326.00/Hr.			\$601.12/Hr.			_				: 	
Hourly Rate For Regular Overtime Hours (Saturday, Sunday & Holidays)		\$384.00/Hr			\$601.12/Hr.				•				

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\* Recommend Award

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# Rancho Santiago Community College District

Board Meeting of 07/26/10 Purchase Order List 06/06/10 thru 07/09/10 PU0010 Page: 1

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0014794	894.00	TROXELL COMM INC	Non-Instructional Supplies			6/7/2010
0-P0014795	10,589.88	PACIFIC SALES	Equip/Software - >\$200 <\$1,000	SP	BOND	6/7/2010
10-P0014796	1,173.50	DELL COMPUTER	Equipment - All Other > \$1,000	SP		6/7/2010
10-P0014798	349.67	GALE GROUP	Library Books	SP		6/7/2010
10-P0014799	456.82	INSIGHT MEDIA	Non-Instructional Supplies	SP		6/7/2010
10-P0014800	593.46	FILMS MEDIA GROUP	Non-Instructional Supplies	SP		6/7/2010
0-P0014801	600.00	SANTA ANA CHAMBER OF COMMERCE	District Business/Sponsorships			6/8/2010
10-P0014802	568.71	B & H PHOTO VIDEO INC	Equipment - Federal Progs >200	SP		6/8/2010
10-P0014803	5.00	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		6/8/2010
0-P0014804	55,144 17	MIRACLE PLAYGROUND SALES	<b>Buildings - Contracted Svcs</b>	SP	BOND	6/8/2010
0-P0014805	1,085.33	TROXELL COMM INC	Instructional Supplies	SP		6/8/2010
10-P0014806	1,823.71	B & H PHOTO VIDEO INC	Equipment - Federal Progs >200	SP		6/8/2010
0-P0014807	2,237.75	B & H PHOTO VIDEO INC	Equipment - Federal Progs >200	SP		6/8/2010
10-P0014808	140 50	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		6/8/2010
0-P0014809	266 44	BUTTERFLY SIGNS	Non-Instructional Supplies	SP		6/8/2010
0-P0014810	275.00	ACADEMIC SENATE FOR	Conference Expenses	SP		6/8/2010
0-P0014811	2,032.65	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/8/2010
0-P0014812	930.00	STUDENT INSURANCE	Prop, Liab, Boiler & Machine			6/8/2010
0-P0014813	1,521.20	GLP ENGINEERING INC	<b>Buildings - Contracted Svcs</b>	SP	BOND	6/8/2010
0-P0014814	1,149.00	DE LA TORRE COMMERCIAL	<b>Buildings - Architects Fee</b>	SP	BOND	6/8/2010
0-P0014815	806 93	D4 SOLUTIONS INC.	<b>Buildings - Contracted Svcs</b>	SP	BOND	6/8/2010
0-P0014816	1,527 05	FRANKLIN AIR CONDITIONING	<b>Buildings - Contracted Svcs</b>	SP	BOND	6/8/2010
0-P0014817		IMMEL DESIGN INC	Buildings - Contracted Svcs	SP	BOND	6/8/2010
0-P0014818		DE LA TORRE COMMERCIAL	<b>Buildings - Contracted Svcs</b>	SP	BOND	6/8/2010
0-P0014820	899.81	COAST ELECTRIC	Contracted Services	SP		6/9/2010
0-P0014821		DATATEL INC	Contracted Services	SP		6/9/2010
0-P0014822		ORANGE COAST PLUMBING INC	Contracted Repair Services	SP		6/9/2010
0-P0014823	10,736.60		<b>Buildings - Contracted Svcs</b>	SP	BOND	6/9/2010
0-P0014824		CURRENT ELECTRIC	Site Improvements	SP		6/9/2010
0-P0014825		DE LA TORRE COMMERCIAL	Site Improvements	SP		6/9/2010
0-P0014826		HUBER GARY L	Contracted Services	SP		6/9/2010
0-P0014827		DON BOOKSTORE	Non-Instructional Supplies	SP		6/9/2010
0-P0014828		FOOD 4 LESS	Awards & Incentives	SP		6/9/2010
10-P0014829		SMART & FINAL	Food and Food Service Supplies	SP		6/9/2010
10-P0014830		JON'S FLAGS & POLES	Non-Instructional Supplies			6/9/2010

Legend: \* = Multiple Accounts for this P O. SP = Special Project

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#### Board Meeting of 07/26/10 **Purchase Order List** 06/06/10 thru 07/09/10

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			06/06/10 thru (	07/09/10			•
P.O. #	Amount	Vendor Name		Classification	SP	Bond	Date
10-P0014831	597.50	PACIFIC COACHWAYS CHARTER		Transportation - Student	SP		6/9/2010
10-P0014832	4,125.27	GOLD COAST TOURS		Transportation - Student	SP		6/9/2010
10-P0014833	152.00	CALIF SCIENCE CTR		Fees Paid for Students	SP		6/9/2010
10-P0014834	807.77	OFFICE DEPOT BUSINESS SVCS		Non-Instructional Supplies			6/9/2010
10-P0014835	521,991.00	UNIVERSAL LABORATORIES INC		Buildings - Construction Tests	SP	BOND	
10-P0014836	110.00	SCAQMD		Public Agencies' Assess & Fees			6/10/2010
10-P0014837	2,973.00	PLIMUS INC		Instructional Software	SP		6/10/2010
10-P0014838	730.33	FRANKLIN AIR CONDITIONING		<b>Contracted Repair Services</b>			6/10/2010
10-P0014839	27,250.00	VICENTI LLOYD STUTZMAN		Audit			6/10/2010
10-P0014840	11,135.21	ORANGE COAST PLUMBING INC		<b>Contracted Repair Services</b>	SP		6/10/2010
10-P0014841	7,038.50	TROPICAL PLAZA NURSERY		Contracted Repair Services			6/10/2010
10-P0014842	1,649.58	PYRO-COMM SYSTEMS INC		<b>Contracted Repair Services</b>			6/10/201
10-P0014843		KONE INC		<b>Contracted Repair Services</b>			6/10/201
10-P0014844	3,130.23	ORANGE UNIFIED SCHOOL DISTRICT		Rental - Facility (Short-term)			6/10/201
10-P0014845	174.00	GMS ELEVATOR		Contracted Repair Services			6/10/201
10-P0014846	1.537.50	WESTERN POWER SYSTEMS		Contracted Repair Services			6/10/201
10-P0014847		BARRETT ENGINEERED PUMPS		<b>Contracted Repair Services</b>		•	6/10/201
10-P0014848		FRANKLIN AIR CONDITIONING		Contracted Repair Services			6/10/201
10-P0014849		ORKIN PEST CONTROL		Contracted Repair Services			6/10/201
10-P0014850		PORTACRAFT INC		<b>Contracted Repair Services</b>			6/10/201
10-P0014851		TRI-SIGNAL INTEGRATION INC		<b>Contracted Repair Services</b>			6/10/201
10-P0014852		TROPICAL PLAZA NURSERY		Contracted Repair Services			6/10/201
10-P0014853		D4 SOLUTIONS INC.		<b>Telecommunication Circuits</b>	SP		6/10/201
10-P0014854		WESTERN POWER SYSTEMS		<b>Contracted Repair Services</b>			6/10/201
10-P0014855		WINDOW SHADES EAST		<b>Contracted Repair Services</b>			6/10/201
10-P0014856		ORANGE COAST PLUMBING INC		<b>Contracted Repair Services</b>			6/10/201
10-P0014857	475.00	DE LA TORRE COMMERCIAL		<b>Contracted Repair Services</b>			6/10/201
10-P0014859	3,454.17			Equip/Software - >\$200 <\$1,000	SP	BOND	6/10/201
10-P0014860		POWERTRON		Repair & Replacement Parts			6/14/201
10-P0014861		ELECTRO INDUSTRY INC		Contracted Repair Services		1	6/14/201
10-P0014862		LEADING FOR LIFE		Contracted Services	SP	(#)	6/14/201
10-P0014863		WESTED		Conference Expenses	SP		6/14/201
10-P0014864	127 572 00	RELIANT TESTING ENGINEERS		<b>Buildings - Construction Tests</b>	SP	BOND	
10-P0014865		RELIANT TESTING ENGINEERS		<b>Buildings - Construction Tests</b>	SP		6/14/201
10-P0014866		EXECUTIVE ENVIRONMENTAL		<b>Buildings - Construction Tests</b>	SP	BOND	6/14/201

Legend: \* = Multiple Accounts for this P O.

SP = Special Project

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### Board Meeting of 07/26/10 Purchase Order List 06/06/10 thru 07/09/10

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0014867	1,050.00	EXECUTIVE ENVIRONMENTAL	Buildings - Construction Tests	SP	BOND	6/14/2010
10-P0014868	400.76	PESTAL PETER A.	Contracted Services			6/14/2010
10-P0014869	280.58	RELIABLE GRAPHICS	Site Improvements	SP		6/14/2010
10-P0014870	1,040 00	DE LA TORRE COMMERCIAL	Contracted Repair Services			6/14/2010
10-P0014871	7,919.00	CENTRAL NET OPERATION AUTHORITY	Instructional Agrmt - Salary			6/14/2010
10-P0014872	815.63	GALEANA INC	Food and Food Service Supplies	SP		6/14/2010
10-P0014873	96.79	APPLE COMPUTER INC	Non-Instructional Software			6/14/2010
10-P0014874	391.25	ACTION DOOR CONTROLS INC	Contracted Services	*		6/14/2010
10-P0014875	10,967.60	CITY OF BREA	Instructional Agrmt - Salary			6/14/2010
10-P0014876	14,575.75	CITY OF CORONA FIRE DEPT	Instructional Agrmt - Salary			6/14/2010
10-P0014877	11,506 70	MONTEBELLO FIRE DEPT	Instructional Agrmt - Salary			6/14/2010
10-P0014878	2,097.79	TROXELL COMM INC	Equipment - All Other > \$1,000	SP		6/14/2010
10-P0014879	9,366.85	CITY OF UPLAND	Instructional Agrmt - Salary			6/14/2010
10-P0014880	325.00	WESTERN ASSOC. OF VETERAN EDUC. SPECIALISTS	Conference Expenses	SP		6/14/2010
10-P0014881	69.00	NACITA DOROTHY BETHANY	Conference Expenses	SP		6/14/2010
10-P0014882	24,392.37	DELL COMPUTER	Equipment - Federal Progs >200	SP		6/14/2010
10-P0014883	250.00	WESTERN ASSOC. OF VETERAN EDUC. SPECIALISTS	Conference Expenses	SP		6/14/2010
10-P0014884	246.68	SCOLARO DENISE R	Conference Expenses	SP		6/14/2010
10-P0014886	1,478.01	B & H PHOTO VIDEO INC	Non-Instructional Supplies	SP		6/15/2010
10-P0014887	5,646.00	JM FARNAN CO INC	Buildings - Contracted Svcs	SP		6/15/2010
10-P0014888	276 14	WOOD SANDRA JEANNE	Books, Mags & Ref Mat, Non-Lib	SP		6/15/201
10-P0014889	236 00	WEIDNER LAURENE ELAINE	Conference Expenses			6/15/2010
10-P0014890	240 12	RIO PROPERTIES INC.	Conference Expenses	SP		6/15/2010
10-P0014891	35.34	PIZZA HUT	Food and Food Service Supplies	SP		6/15/2010
10-P0014892	690.56	ALISA MORROW	Non-Instructional Supplies			6/15/2010
10-P0014893	1,199.52	DON BOOKSTORE	Other Exp Paid for Students	SP		6/15/2010
10-P0014895		APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		6/15/2010
10-P0014896		BEYOND PLAY LLC	Instructional Supplies	SP		6/16/2010
10-P0014897		SODEXHO	Food and Food Service Supplies	SP		6/16/2010
10-P0014898		BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib			6/16/2010
10-P0014899		BARNES & NOBLE INC	Instructional Supplies	SP		6/16/2010
10-P0014900		MCMAHAN BUSINESS INTERIORS			BOND	6/16/2010
10-P0014901		DUNN EDWARDS CORP	Non-Instructional Supplies			6/17/2010
10-P0014902		PINNACLE RADIO INC	Contracted Repair Services			6/17/2010
10-P0014904		MCMAHAN BUSINESS INTERIORS	Equip/Software - >\$200 <\$1,000	00	BOND	6/21/2010

Legend: \* = Multiple Accounts for this P.O SP = Special Project

#### Board Meeting of 07/26/10 **Purchase Order List** 06/06/10 thru 07/09/10

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
			······			6/21/201
10-P0014905	•	VIRCO MFG CORP COAST COMMUNITY COLLEGE DISTRICT	Equip/Software - >\$200 <\$1,000 Other Licenses & Fees	5P	DUND	6/21/201
10-P0014906 10-P0014907		LE VU		e		
10-P0014907		SCHULTZ MARIA CECILIA	Conference Expenses			6/21/201
10-P0014908			Conference Expenses	00	*	6/21/201
		ORANGE COAST PLUMBING INC	Contracted Repair Services	SP		6/21/201
10-P0014910	•	WESTERN POWER SYSTEMS	Contracted Repair Services	00		6/21/20
10-P0014911		SMOLEN LISA	Equip/Software - >\$200 <\$1,000	SP		6/21/20
10-P0014912		FRANKLIN AIR CONDITIONING	Contracted Repair Services		-	6/21/20
10-P0014913	•	RELIANT TESTING ENGINEERS	Buildings - Construction Tests			6/21/20
10-P0014914	•	ORANGE COUNTY REGISTER	Site Improv - Legal Expenses		BOND	6/21/20
10-P0014915		FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		6/21/20
10-P0014916	· · · · · · · · · · · · · · · · · · ·	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		6/21/20
10-P0014917		PYRO-COMM SYSTEMS INC	Contracted Services	~~		6/21/20
10-P0014918		RELIABLE GRAPHICS	Buildings - Blueprint/Reprod	SP	BOND	1.1
10-P0014919		FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/21/20
10-P0014920		ATKINSON ANDELSON LOYA RUUD ROMO	Legal Expenses	_		6/21/20
10-P0014921	•	RELIABLE GRAPHICS	Buildings - Blueprint/Reprod			6/21/20
10-P0014922		RELIABLE GRAPHICS	Buildings - Blueprint/Reprod			6/21/20
10-P0014923		DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs			6/21/20
10-P0014924		BEN'S ASPHALT INC	Site Improvements			6/21/20
10-P0014925		ORANGE COUNTY REGISTER	Buildings - Legal Expenses			6/22/20
10-P0014926		FRANKLIN AIR CONDITIONING	<b>Buildings - Contracted Svcs</b>			6/22/20
10-P0014927	1,950.00	LANGSTON & ASSOCIATES	Buildings - Contracted Svcs			6/22/20
10-P0014928	104,700.00	ACADEMY ELECTRIC INC	<b>Buildings - Contracted Svcs</b>		BOND	6/22/20
10-P0014930		DON BOOKSTORE	Other Exp Paid for Students	SP		6/22/20
10-P0014931	37,598.44	CITY OF ORANGE	Public Agencies' Assess & Fees			6/22/20
10-P0014932	7,492.88	COMPREHENSIVE CONTROL SYSTEMS INC	Other Exp Paid for Students	SP		6/22/20
10-P0014933	1,024.00	STATE OF CALIFORNIA	Fingerprinting	8		6/22/20
10-P0014934	127.50	FRANKLIN AIR CONDITIONING	<b>Contracted Repair Services</b>			6/22/20
10-P0014935	16,220.00	OWENS STEVE	Contracted Repair Services			6/22/20
10-P0014936		FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/22/20
10-P0014937	250.00	ORKIN PEST CONTROL	<b>Contracted Repair Services</b>			6/22/20
10-P0014938		PYRO-COMM SYSTEMS INC	<b>Contracted Repair Services</b>			6/22/20
10-P0014939	•	FRANKLIN AIR CONDITIONING	<b>Contracted Repair Services</b>			6/22/20
10-P0014940	719.50		Internet Services			6/23/201

Legend: \* = Multiple Accounts for this P.O.

SP = Special Project

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Board Meeting of 07/26/10 Purchase Order List 06/06/10 thru 07/09/10

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0014941	332.94	MIDWEST LIBRARY SVC	Library Books	SP		6/23/201
10-P0014942	504.21	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		6/23/2010
10-P0014943	1,395.54	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/23/201
10-P0014944	1,099.68	AMERICAN BUSINESS FORMS INC	Non-Instructional Supplies	SP		6/24/201
10-P0014945	2,725.48	TURNING TECHNOLOGIES LLC	Non-Instructional Supplies	SP		6/24/201
10-P0014946	1,987.46	ZOLTECH CORP	Equipment - All Other > \$1,000		BOND	6/24/201
10-P0014947	281.79	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	25-1		6/24/201
10-P0014948	8,233.51	COR O VAN MOVING	Buildings - Relocation/Moving	SP	BOND	6/24/201
10-P0014949	84.64	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/24/201
10-P0014950	2,700.00	PERRY JOSEPH ANTHONY	Contracted Services	SP		6/24/201
10-P0014951	2,700.00	MORENO ELIANA JACQUELINE	Contracted Services	SP		6/24/201
10-P0014952	2,700.00	MAH JESSICA D	Contracted Services	SP		6/24/201
10-P0014953	2,123.12	NOVA SOLUTIONS INC	Equipment - All Other > \$1,000	SP I	BOND	6/24/201
10-P0014954	119 63	MCMAHAN BUSINESS INTERIORS			BOND	6/24/201
10-P0014955	671.67	PLAYERS CHOICE	Awards & Incentives	SP		6/28/201
10-P0014956	423.22	MCGRAW HILL CONTEMPORARY	Books, Mags & Ref Mat, Non-Lib			6/28/201
10-P0014957	23,000.00	AUTOMATION DYNAMICS INC	Contracted Services	SP		6/28/201
10-P0014958	5,013.62	DELL COMPUTER	Non-Instructional Supplies	SP		6/28/201
10-P0014959	3,428.34	MCMAHAN BUSINESS INTERIORS	Equipment - Federal Progs >200			6/28/201
10-P0014960	14,205 71	MCMAHAN BUSINESS INTERIORS	Equipment - Federal Progs >200			6/28/201
10-P0014961	12,671.97	MCMAHAN BUSINESS INTERIORS	Non-Instructional Supplies	SP		6/29/201
10-P0014963	36.00	ACT	Non-Instructional Supplies	SP		6/29/201
10-P0014964	90.00	ACT	Non-Instructional Supplies	SP		6/29/201
10-P0014965	27.00	ACT	Non-Instructional Supplies	SP		6/29/201
10-P0014966	14,491.00	CITY OF LA VERNE	Instructional Agrmt - Facility			6/29/201
10-P0014967	6.331.65	CITY OF MONTCLAIR	Instructional Agrmt - Salary			6/29/201
10-P0014968		CITY OF REDLANDS	Instructional Agrmt - Salary			6/29/201
10-P0014969	13,488.00	CITY OF MONTCLAIR	Instructional Agrmt - Salary			6/29/201
10-P0014970	•	CITY OF CORONA FIRE DEPT	Instructional Agrmt - Facility			6/29/201
10-P0014971		CHINO VALLEY INDEPENDENT	Instructional Agrmt - Salary			6/29/201
10-P0014972		PESTAL PETER A.	Contracted Repair Services			6/29/201
10-P0014973		UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			6/29/201
10-P0014974		DE LA TORRE COMMERCIAL	Contracted Repair Services			6/29/201
10-P0014975		WESTERN POWER SYSTEMS	Contracted Repair Services			6/29/201
10-P0014976		FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/29/2010

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

**Environment:** Production

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#### Board Meeting of 07/26/10 **Purchase Order List** 06/06/10 thru 07/09/10

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0014977	626.34	KONE INC	Contracted Repair Services			6/29/2010
10-P0014978	2,164.66	BLANKENSHIP, SHARLENE	<b>Contracted Repair Services</b>			6/29/2010
10-P0014979	1,141.34	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/29/2010
10-P0014980	79.60	RAIN MASTER IRRIGATION SYSTEM	Maint/Oper Service Agreements			6/29/2010
10-P0014981	1,472.30	TROPICAL PLAZA NURSERY	Contracted Repair Services			6/29/2010
10-P0014982	275.00	PINNACLE RADIO INC	Contracted Repair Services			6/29/201
10-P0014983	62.88	DUNN EDWARDS CORP	Non-Instructional Supplies			6/29/201
10-P0014985	16,250.00	PACIFIC LAND BUILDERS	<b>Buildings - Contracted Svcs</b>	SP	BOND	6/30/2010
10-P0014986	10,298.33	CORVEL ENTERPRISE COMP INC	Self Insurance Claims			6/30/201
10-P0014988	1,500.00	STATE OF CALIFORNIA	Other Licenses & Fees			6/30/2010
10-P0014989	400.00	SANTA ANA CHAMBER OF COMMERCE	Inst Dues & Memberships			6/30/201
10-P0014990		SO-LOW ENVIRONMENTAL	Equipment - All Other > \$1,000	SP	BOND	6/30/201
10-P0014991	523.37	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			6/30/201
10-P0014992	7.377.05	DATATEL INC	Contracted Services	SP		6/30/201
11-P0014993	10.000.00	MONOPRICE INC	Non-Instructional Supplies			7/1/2010
11-P0014995		WAXIE SANITARY SUPPLY	Non-Instructional Supplies	SP		7/1/2010
11-P0014996		NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2010
10-P0014997		IMPERIAL PRODUCTS INC	Non-Instructional Supplies			6/30/201
11-P0014998	14,995 00	STATER BROS	Food and Food Service Supplies	SP		7/1/2010
11-P0014999	•	SAM'S DAIRY DIST	Food and Food Service Supplies	SP		7/1/2010
11-P0015000		SMART & FINAL	Food and Food Service Supplies	SP		7/1/2010
11-P0015003	•	SAM'S DAIRY DIST	Food and Food Service Supplies	SP		7/1/2010
11-P0015005		ALBERTSON'S	Food and Food Service Supplies	SP		7/1/2010
11-P0015006		ANIXTER INC	Non-Instructional Supplies			7/1/2010
11-P0015007		SMART & FINAL	Food and Food Service Supplies	SP		7/1/2010
11-P0015008		SAM'S DAIRY DIST	Food and Food Service Supplies	SP		7/1/2010
11-P0015009		EDUCAUSE	Software License and Fees			7/1/2010
11-P0015010		SAM'S DAIRY DIST	Food and Food Service Supplies	SP		7/1/2010
11-P0015012		SMART & FINAL	Food and Food Service Supplies	SP		7/1/2010
10-P0015013		RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			6/30/201
10-P0015014		RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts	1		6/30/201
11-P0015015	•	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2010
11-P0015016		SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		7/1/2010
11-P0015017		NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2010
11-P0015018		HOME DEPOT	Non-Instructional Supplies	SP		7/1/2010

\* = Multiple Accounts for this P O. Legend:

SP = Special Project

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Board Meeting of 07/26/10 Purchase Order List 06/06/10 thru 07/09/10



P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0015019	6,000.00	SMART & FINAL	Food and Food Service Supplies	SP	4 21	7/1/2010
11-P0015020	8,000.00	SAM'S DAIRY DIST	Food and Food Service Supplies	SP		7/1/2010
11-P0015021	12,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2010
11-P0015022	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/1/2010
11-P0015023	1,000.00	BUSINESS MACHINES SECURITY	Non-Instructional Supplies			7/1/2010
11-P0015024	2,000 00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/1/2010
11-P0015025	5,000 00	KATEK SOLUTIONS	Non-Instructional Supplies			7/1/2010
11-P0015026	2,000.00	D4 SOLUTIONS INC	Non-Instructional Supplies			7/1/2010
11-P0015027	2,250.00	POINT AND CLICK SOLUTIONS INC	Software Support Service	SP		7/1/2010
11-P0015028	1,000.00	ANIXTER INC	Non-Instructional Supplies			7/1/2010
11-P0015029	8,078.10	THE GREAT AMERICAN	Food and Food Service Supplies	SP		7/1/2010
10-P0015030	325.16	A & W ELECTRIC MOTORS INC	Repair & Replacement Parts			6/30/2010
10-P0015031	95.00	CALIF WATERS LLC	Contracted Services			6/30/2010
10-P0015032	577 64	FRANK'S LOCKS & DOOR CLOSERS INC.	Repair & Replacement Parts			6/30/2010
10-P0015033	298.04	TROPICAL PLAZA NURSERY	<b>Contracted Repair Services</b>			6/30/2010
11-P0015034	3,000.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		7/1/2010
11-P0015035	1,120.00	SAN DIEGO STATE UNIVERSITY	Software License and Fees	SP		7/1/2010
11-P0015036	750.00	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		7/1/2010
10-P0015037	351.86	KNORR SYSTEMS INC	Contracted Repair Services			6/30/2010
10-P0015038	2,100 00	SANDOVAL, MARICELA	Advertising	SP		6/30/2010
11-P0015039	13,697.08	FREY SCIENTIFIC	Equip/Software - >\$200 <\$1,000	SP	BOND	
11-P0015040	708.00	MCCOMBS, JOHN	Books, Mags & Ref Mat, Non-Lib			7/6/2010
11-P0015041	3,386.61	SANOFI PASTEUR	Non-Instructional Supplies	SP		7/6/2010
11-P0015042	1,500.00	AMMEX	Non-Instructional Supplies	SP		7/6/2010
11-P0015043	58.29	JAMES PUB	Books, Mags & Ref Mat, Non-Lib			7/6/2010
11-P0015044	5,000.00	PHARMEDIX	Non-Instructional Supplies	SP		7/6/2010
11-P0015045	400.00	NEW WAVE	Instructional Supplies	SP		7/6/2010
11-P0015046	1,040.00	EVISIONS	Software Support Service			7/6/2010
11-P0015047	1,350.00	COMPUTERIZED ASSESS & PLACEMENT	Software License and Fees	SP		7/6/2010
11-P0015048	3,600.00	QUEST DIAGNOSTICS	Non-Instructional Supplies	SP		7/6/2010
11-P0015049		DOUBLETREE SAN JOSE	Conference Expenses	SP	-	7/6/2010
11-P0015050	520.00	CA HEAD START ASSOC.	Conference Expenses	SP		7/6/2010
11-P0015051		DOUBLETREE SAN JOSE	Conference Expenses	SP		7/6/2010
11-P0015052		CA HEAD START ASSOC.	Conference Expenses	SP		7/6/2010
11-P0015053		MOORE MEDICAL CORP	Non-Instructional Supplies	SP		7/6/2010

Legend: \* = Multiple Accounts for this P O. SP = Special Project

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#### Board Meeting of 07/26/10 Purchase Order List 06/06/10 thru 07/09/10

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		00/00/101	hru 07/09/10			
P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0015054	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/6/201
11-P0015055	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/6/201
11-P0015056	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/6/201
11-P0015057	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/6/201
11-P0015058		UNITED PARCEL SVC	Postage			7/6/201
11-P0015059	2,200.00	PARADISE BAKERY & CAFE	Food and Food Service Supplies			7/6/201
11-P0015060	2,200.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/6/201
11-P0015061	200.00	FOOD 4 LESS	Food and Food Service Supplies	SP		7/6/201
11-P0015062	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/6/201
11-P0015063	12,000.00	GRAINGER	Non-Instructional Supplies			7/6/201
11-P0015064	12,000.00	HOME DEPOT	Repair & Replacement Parts			7/6/201
11-P0015065	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/6/201
11-P0015066	2,000.00	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			7/6/201
11-P0015067	14,000.00	UNISOURCE PAPER CO	Non-Instructional Supplies			7/7/201
11-P0015068	5,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/7/201
11-P0015069	1,500.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/7/201
11-P0015070	14,950.00	SO CALIF COMMERCIAL PRINTING	Reproduction/Printing Expenses			7/7/201
11-P0015071	240.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			7/7/201
11-P0015072	800.00	UC SAN DIEGO	Software License and Fees	SP		7/7/201
11-P0015073	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/7/201
11-P0015074	1,500.00	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		7/7/201
11-P0015075	750.00	ALBERTSON'S	Instructional Supplies	SP		7/7/201
11-P0015076	2,766.50	GRAINGER	Equipment - All Other > \$1,000			7/7/201
11-P0015077	770.00	WILD RIVERS	Fees Paid for Students	SP		7/7/201
11-P0015079	4.310.90	OCLC ONLINE COMPUTER LIBRARY CO	Internet Services			7/7/201
11-P0015080	9.810.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services		•	7/7/201
11-P0015081		OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/7/201
11-P0015082	5,000.00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			7/7/201
11-P0015083		OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/7/201
11-P0015084	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/7/201
11-P0015085	1.750.00	GLASBY MAINTENANCE SUPPLY	Repair & Replacement Parts			7/7/201
11-P0015086		STATE OF CALIFORNIA	Other Licenses & Fees			7/7/201
11-P0015087		SMART & FINAL	Food and Food Service Supplies	SP		7/7/201
11-P0015088		PLAYERS CHOICE	Non-Instructional Supplies			7/7/201
11-P0015089		AMAZON COM	Library Books	SP		7/7/201

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## Board Meeting of 07/26/10 Purchase Order List 06/06/10 thru 07/09/10



P.O. #	Amount	Vendor Name	endor Name Classification		Bond	Date	
11-P0015090	1,000.00	MIDWEST LIBRARY SVC	Library Books			7/7/2010	
11-P0015091	1,000.00	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		7/7/2010	
11-P0015092	1,000.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/7/2010	
11-P0015093	1,000.00	LAB SAFETY SUPPLY	Instructional Supplies	SP		7/7/2010	
11-P0015094	150.00	ALBERSON'S	Instructional Supplies	SP		7/7/2010	
11-P0015095	1,500.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/7/2010	
11-P0015096	636.00	PACIFIC TELEMANAGEMENT SVCS	Telephone & Pager Services			7/7/2010	
11-P0015097	14,999.00	SIXTEN INC	Contracted Services			7/7/2010	
11-P0015099	941.70	GMS ELEVATOR	Maint/Oper Service Agreements			7/7/2010	
11-P0015100	7,495.00	PERCEPTIVE SOFTWARE INC	Conference Expenses			7/7/2010	
11-P0015101	955.20	RAIN MASTER IRRIGATION SYSTEM	Maint/Oper Service Agreements			7/7/2010	
11-P0015102	708.00	WAVELENGTH	Internet Services			7/7/2010	
11-P0015103	2,975.00	DE LA TORRE COMMERCIAL	<b>Buildings - Contracted Svcs</b>	SP	BOND	7/7/2010	
11-P0015104	3,233.52	ROURKE MICHAEL D	Contracted Services			7/7/2010	
11-P0015105	1,340.00	AHART MARY ANN	Contracted Services	SP	3	7/7/2010	
11-P0015106	12,000 00	BUSCHE DONALD	Contracted Services	SP		7/7/2010	
11-P0015110	10,112.66	XEROX CORP	Software Support Service	3		7/8/2010	
11-P0015111		WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/8/2010	
10-P0015112		PYRO-COMM SYSTEMS INC	Contracted Repair Services			6/30/2010	
11-P0015113	1,297.39	MCMAHAN BUSINESS INTERIORS	Instructional Supplies			7/8/2010	
11-P0015114	1,345.00	DEPT OF SOCIAL SERVICES	Other Licenses & Fees	SP		7/8/2010	
10-P0015115	135.50	RAMCO REFRIGERATION & AIR	Contracted Repair Services			6/30/2010	
11-P0119000	92,889.36	COMPUTERLAND OF SILICON VALLEY	Software Support Service		(*)	7/1/2010	
11-P0119001	•	SCHOOL WEB SVCS	Software Support Service			7/1/2010	
11-P0119002	•	SCHOOL WEB SVCS	Software Support Service			7/1/2010	
11-P0119003		FOUNDATION FOR CALIFORNIA	Software Support Service	÷.		7/1/2010	
11-P0119004	•	HEWLETT PACKARD CO	Software Support Service			7/1/2010	
11-P0119005		CUSTOMIZED SUPPORT SVCS INC	Software Support Service			7/1/2010	
11-P0119006		NEXUS IS INC	Software Support Service			7/1/2010	
11-P0119007		PLATO LEARNING INC	Software Support Service			7/1/2010	
11-P0119008		DATATEL INC	Software Support Service			7/1/2010	
11-P0119009		DATATEL INC	Software Support Service			7/1/2010	
11-P0119010		INFORMATION TECH PARTNERS INC	Software Support Service			7/1/2010	
11-P0119010		ECS IMAGING INC	Software Support Service			7/1/2010	
11-P0119011 11-P0119012	•	GOVERNET	Software Support Service			7/1/2010	

Legend: \* = Multiple Accounts for this P.O. **SP** = Special Project

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#### Board Meeting of 07/26/10 **Purchase Order List** 06/06/10 thru 07/09/10

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<b>P.O. #</b>	Amount	Vendor Name	Classification	SP Bond	Date	
11-P0119013	19,130.00	FRANKLIN AIR CONDITIONING	Maint/Oper Service Agreements		7/1/2010	
11-P0119014	5,400.00	ADVANCED AQUATIC TECH INC	Maint/Oper Service Agreements		7/6/2010	
11-P0119015	12,365.64	ORKIN PEST CONTROL	Maint/Oper Service Agreements	Maint/Oper Service Agreements		
11-P0119016	664.00	PARACLETE FIRE AND SAFETY	Maint/Oper Service Agreements		7/6/2010	
11-P0119017	583.75	TAB ANSWER NETWORK	Maint/Oper Service Agreements		7/6/2010	
11-P0119018	8,675.00	TRICOM FIRE & ELECTRIC INC	Maint/Oper Service Agreements		7/6/2010	
* 11-P0119019	111,360.00	TROPICAL PLAZA NURSERY	Landscaping	SP	7/6/2010	
11-P0119020	9,950.88	WARE DISPOSAL CO INC	Trash Disposal	SP	7/6/2010	
11-P0119021	1,542.00	WESTERN PACIFIC SVCS	Maint/Oper Service Agreements		7/6/2010	
11-P0119022	1,500.00	ANIMAL PEST MGMT SVC	Maint/Oper Service Agreements		7/6/2010	
11-P0119023	69,600.00	ATHLETIC FIELD SPECIALISTS INC.	Landscaping	SP	7/6/2010	
11-P0119024		TRI CHEM TECH	Maint/Oper Service Agreements	2	7/6/2010	
11-P0119025	7,600.00	TRI-SIGNAL INTEGRATION INC	Maint/Oper Service Agreements		7/6/2010	
11-P0119026		ACTION DOOR CONTROLS INC	Maint/Oper Service Agreements		7/6/2010	
11-P0119027		XEROX CORP	Lease Agreement - Equipment		7/6/2010	
11-P0119028		TROPICAL PLAZA NURSERY	Landscaping	SP	7/6/2010	
11-P0119029		ROC SOFTWARE SYSTEMS INC	Software Support Service		7/7/2010	
11-P0119030	84,393,12	LIGHT OF THE CANYON U M C	Lease Agreement - Facility	SP	7/7/2010	
* 11-P0119031		XEROX CORP	Excess/Copies Useage		7/7/2010	
* 11-P0119032		XEROX CORP	Excess/Copies Useage	SP	7/7/2010	
11-P0119033		XEROX CORP	Lease Agreement - Equipment		7/7/2010	
* 11-P0119034		XEROX CORP	Excess/Copies Useage		7/7/2010	
* 11-P0119035		XEROX CORP	Excess/Copies Useage	SP	7/7/2010	
* 11-P0119036		XEROX CORP	Excess/Copies Useage	SP	7/7/2010	
* 11-P0119037		XEROX CORP	Excess/Copies Useage	SP	7/7/2010	
11-P0119038		ACCUVANT INC	Software Support Service		7/7/2010	
* 11-P0119039		HAIR CALIF BEAUTY ACADEMY	Instructional Agreements		7/7/2010	
11-P0119040		BAY SECURITY COMM	Security Systems & Services		7/7/2010	
11-P0119042		KONE INC	Maint/Oper Service Agreements		7/8/2010	
10-PC109330		THE SALVATION ARMY SO CALIF	Rental - Facility (Short-term)	SP	6/8/2010	
10-PC109331		CHAPMAN UNIVERSITY	Contracted Services	SP	6/9/2010	
* 10-PC109332	37,631,85	CENTRAL NET OPERATION AUTHORITY	Instructional Agrmt - Salary		6/14/2010	
* 10-PC109333		CITY OF VERNON	Instructional Agrmt - Salary		6/14/2010	
* 10-PC109334		WEST COVINA FIRE DEPT	Instructional Agrmt - Salary		6/14/2010	
* 10-PC109335		SAN BERNARDINO CITY FIRE DEPT	Instructional Agrmt - Salary		6/14/2010	

SP = Special Project \* = Multiple Accounts for this P.O. Legend:

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Board Meeting of 07/26/10 Purchase Order List 06/06/10 thru 07/09/10



	P.O. #	Amount Vendor Name Classification		SP	Bond	Date	
*	10-PC109336	24,334.70	CITY OF RANCHO CUCAMONGA	Instructional Agrmt - Salary			6/14/2010
*	10-PC109337	47,629.75	CITY OF CORONA FIRE DEPT	Instructional Agrmt - Salary			6/14/2010
*	10-PC109338	24,657.80	CITY OF GARDEN GROVE	Instructional Agrmt - Salary			6/14/2010
	10-PC109339	1,512.00	OC CHILDREN'S THERAPUTIC ART CTR	Rental - Facility (Short-term)	SP		6/15/2010
	10-PC109340	1,723.75	OUR LADY OF THE PILLAR CHURCH	Rental - Facility (Short-term)	SP		6/15/2010
*	10-PC109341	41,259.00	SANTA ANA UNIFIED SCHOOL DIST	Rental - Facility (Short-term)	SP		6/15/2010
	10-PC109342	892.50	MARTINEZ BOOKS AND ART GALLERY	Rental - Facility (Short-term)	SP		6/15/2010
	10-PC109343	252.00	THE SALVATION ARMY SO CALIF	Rental - Facility (Short-term)	SP		6/15/2010
	10-PC109344	3,496.50	FIRST UNITED METHODIST CHURCH	Rental - Facility (Short-term)	SP		6/15/2010
	10-PC109345	8,092.00	EL SOL SCIENCE & ART'S	Rental - Facility (Short-term)	SP		6/15/2010
	10-PC109346	16,945.00	SANTA ANA COLLEGE FOUNDATION	Contracted Services	SP		6/24/2010
	10-PC109347	25,995.40	CITY OF FULLERTON	Instructional Agrmt - Salary			6/29/2010
	10-PC109348	145,085.20	SAN BERNARDINO COUNTY	Instructional Agrmt - Facility			6/29/2010
	10-PC109349	35,878.90	CITY OF ORANGE	Instructional Agrmt - Salary			6/29/2010
	10-PC109350	22,827 35	CITY OF COSTA MESA	Instructional Agrmt - Salary			6/29/2010
	10-PC109351	27,249.85	CHINO VALLEY INDEPENDENT	Instructional Agrmt - Salary			6/29/2010
	10-PC109352	21,442.85	DOWNEY FIRE DEPT	Instructional Agrmt - Salary			6/29/2010
*	10-PC109353	43,468.25	NEWPORT BEACH FIRE AND MARINE DEPT	Instructional Agrmt - Salary			6/29/2010
	10-PC109354	24,497.50	CITY OF ANAHEIM	Instructional Agrmt - Facility			6/29/2010
*	10-PC109355	31,985 50	CITY OF SANTA ANA	Instructional Agrmt - Salary			6/30/2010
*	10-PC109356	33,233.85	ONTARIO FIRE DEPARTMENT	Instructional Agrmt - Salary			6/30/2010
*	10-PC109357	15,741.00	SAN BERNARDINO COUNTY	Instructional Agrmt - Salary			6/30/2010
*	10-PC109358	144,758 25	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Salary			6/30/2010

Grand Total: \$ 5,130,975.84

**Legend:** \* = Multiple Accounts for this P.O.

SP = Special Project

**Environment:** Production

## PURCHASE ORDERS SUPPLEMENT PURCHASE ORDERS OF \$15,000 AND OVER FROM JUNE 6, 2010 THROUGH JULY 9, 2010 BOARD MEETING OF JULY 26, 2010

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P.O. #	Amount	Description	Department	Comment
1 <b>0-P0014804</b>	\$55,144.17	Playground surfacing materials for Child Development Center at Santa Ana College	SAC-Child Development Services	Received Quotations: 1) *Miracle Playground Sales 2) Higgins & Associates 3) PebbleFlex Play Surfaces *Successful Bidder
10-P0014835	\$521,991.00	DSA inspection services related to the construction of the Humanities Building at Santiago Canyon College	DO-Facility Planning	Board approved: May 10, 2010
10-P0014839	\$27,250.00	Annual audit fees for 2009-2010 fiscal year	DO-Business Operations/Fiscal Services	Board approved: February 22, 2010
10-P0014864	\$127,572.00	DSA testing and inspection services related to the construction of the Humanities Building at Santiago Canyon College, DSA #04-110212	DO-Facility Planning	Board approved: May 10, 2010
10-P0014865	\$74,924.00	DSA testing and inspection services related to the construction of the Athlectic/Aquatic Center at Santiago Canyon College, DSA #04-109232	DO-Facility Planning	Board approved: May 10, 2010
10-P0014882	\$24,392.37	Dell computers and related components for instructional use	SCC-Academic Success Center	Purchased from the Western States Contracting Alliance (WSCA) Master Agreement #B27160 Board Approved: November 16, 200

## PURCHASE OP RS SUPPLEMENT PURCHASE ORDER F \$15,000 AND OVER FROM JUNE 6, 2010 THROUGH JULY 9, 2010 BOARD MEETING OF JULY 26, 2010

P.O. #	Amount	Description	Department	Comment
10-P0014900	\$21,290.15	Office furniture for the Child Development Center at Santa Ana College	DO-Facility Planning	Received Quotations: 1) *McMahan Business Interiors 2) Contract Interior Consultants 3) Vertex Business Interiors *Successful Bidder
10-P0014911	\$16,189.61	Kurzweill software licenses	SCC-Academic Support Center	This software license was chosen to match the existing network-based Kurzweill licenses which will allow web conversion and increase access for additional courses and programs for the students
10-P0014924	\$224,720.00	Repair and overlay of parking lot #7 at Santa Ana College	DO-Facility Planning	Bid #1155 Board approved: May 24, 2010
10-P0014928	\$104,700.00	Emergency repairs related to the electrical duct bank at the Science Building at Santiago Canyon College	DO-Facility Planning	
10-P0014931	\$37,598.44	Landscape maintenance of parkways and medians surrounding Santiago Canyon College	SCC-Administrative Services	Board approved: June 25, 2007
10-P0014935	\$16,220.00	Emergency installation of conduit/wiring for new power to booster pump at Santiago Canyon College	SCC-Administrative Services	
ි ඊ0-P0014957	\$23,000.00	FA-Link software license and support to link Bookstore purchase orders to Datatel	SAC-ITS	Received Quotations: 1) *Trimdata Corp 2) Total Computing Solutions

\*Successful Bidder

		BOARD MEETING OF JU		
P.O. #	Amount	Description	Department	Comment
0-P0014985	\$16,250.00	General cleaning including cleaning, dusting, washing and waxing of all lecture rooms, offices, labs, corridors and lobby for the Science Building at Santiago Canyon College	DO-Facility Planning	Received Quotations: 1) *Pacific Land Builders 2) L&L Cleaning, Inc. *Successful Bidder
11-P0119000	\$92,889.36	Annual renewal for various software support and licenses	DO-ITS	Board approved: June 21, 2010
11-P0119001	\$72,000.00	Annual renewal for Remote Service Provision (RSP) for District websites	DO-ITS	Board approved: June 21, 2010
11-P0119002	\$60,000.00	Annual software support for Dynamic Web Suite for Santa Ana College, Santiago Canyon College and District websites and District intranet	DO-ITS	Board approved: June 21, 2010
11-P0119003	\$214,816.00	Annual license renewal for software upgrades and support for Blackboard ASP distance learning package	DO-ITS	Board approved: June 21, 2010
11-P0119004	\$184,874.91	Annual renewal for hardware/software maintenance and support services for HP servers and related products	DO-ITS	Board approved: June 21, 2010
11-P0119005	\$20,050.00	Annual maintenance renewal for Powerware UPS for District Office, Orange Education Center, Santiago Canyon College and Digital Media Center	DO-ITS	Board approved: June 21, 2010
11-P0119006	\$85,713.16	Annual renewal for Cisco Smartnet maintenance service	DO-ITS	Board approved: June 21, 2010

## PURCHASE OF S SUPPLEMENT PURCHASE ORDER F \$15,000 AND OVER FROM JUNE 6, 2010 THROUGH JULY 9, 2010 BOARD MEETING OF JULY 26, 2010

P.O. #	Amount	Description	Department	Comment
11-P0119007	\$25,475.85	Annual renewal for Plato software support for (226) licenses for Santa Ana College and Santiago Canyon College	DO-ITS	Board approved: June 21, 2010
11-P0119008	\$290,538.00	Annual maintenance and licenses renewal for Colleague (Core, Student, H/R and Financial modules), third party software and Ecommerce Official Payment software	DO-ITS	Board approved: June 21, 2010
11-P0119009	\$106,260.00	Oracle annual maintenance renewal	DO-ITS	Board approved: June 21, 2010
11-P0119010	\$54,186.00	Annual license renewal for various District software applications	DO-ITS	Board approved: June 21, 2010
11-P0119013	\$19,130.00	HVAC maintenance for Santiago Canyon College and Orange Education Center	SCC-Administrative Services	Bid #1159 Board approved: June 21, 2010
11-P0119019	\$111,360.00	Continuation of landscape maintenance service for Santiago Canyon College and Orange Education Center	SCC-Administrative Services	Bid #1084 Board approved: June 30, 2008
I 1-P01 19023	\$69,600.00	Continuation of landscape maintenance service for (2) soccer fields at Santiago Canyon College	SCC-Administrative Services	Bid #1047 Board approved: June 25, 2007
۱1-P0119027 ب نی	\$17,814.69	Continuation of an existing 5-year lease of Xerox copier model 4590PC-4110HCF1	SCC-OEC Resource Center	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006

## PURCHASE ORDERS SUPPLEMENT PURCHASE ORDERS OF \$15,000 AND OVER FROM JUNE 6, 2010 THROUGH JULY 9, 2010 BOARD MEETING OF JULY 26, 2010

P.O. #	Amount	Description	Department	Comment
11-P0119030	\$84,393.12	Continuation of existing lease of facilities at Light of the Canyon Methodist Church for 2010-2011 fiscal year	SCC-OEC	Board approved: April 16, 2007
11-P0119033	\$24,036.80	Continuation of an existing 5-year lease of Xerox copier model 4110JBA	SCC-Publications/Copy Center	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030 Board approved: July 31, 2006
11-P0119038	\$42,932.06	Annual license renewal including software maintenance, technical support, anti-virus software and web content related to the firewall, packet	DO-ITS	Purchased from California Multiple Award Schedule (CMAS) Contract #3-09-70- 2428m
		shaper and intrusion prevention system		Board approved: October 26, 2009
11-P0119039	\$366,250.00	Vocational training in cosmetology	SCC-Career Education	Board approved: April 26, 2010
10-PC109331	\$55,460.00	Residential Upward Bound Summer program at Chapman University of forty-seven (47) participants	SAC-Upward Bound	Board approved: May 10, 2010
10-PC109332	\$37,631.85	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: November 19, 2007
10-PC109333	\$21,206.40	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: December 10, 2007
10-PC109334	\$20,596.95	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: June 30, 2008

5.38 (16)

## PURCHASE ORDERS SUPPLEMENT PURCHASE ORDER \$15,000 AND OVER FROM JUNE 6, 2010 THROUGH JULY 9, 2010 BOARD MEETING OF JULY 26, 2010

P.O. #	Amount	Description	Department	Comment
10-PC109335	\$43,090.30	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: January 22, 2008
10-PC109336	\$24,335.70	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: December 10, 2007
10-PC109337	\$47,629.75	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: May 27, 2008
10-PC109338	\$24,657.80	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: February 4, 2008
10-PC109341	\$41,259.00	Rental of classrooms for various SAUSD sites for Spring 2010	SAC-CEC	Board approved: November 20, 2006
IO-PC109346	\$16,945.00	Final payment for ENLACE sub-contract agreement to Santa Ana College Foundation in relation to Student Success Fund	SAC-Student Services	Board approved: February 22, 2010
0-PC109347	\$25,995.40	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: February 4, 2008
IO-PC109348	\$145,085.20	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: March 10, 2008
IO-PC109349	\$35,878.90	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: January 22, 2008
0-PC109350	\$22,827.35	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: December 7, 2007

# 5.38 (18)

## PURCHASE ORDERS SUPPLEMENT PURCHASE ORDERS OF \$15,000 AND OVER FROM JUNE 6, 2010 THROUGH JULY 9, 2010 BOARD MEETING OF JULY 26, 2010

P.O. #	Amount	Description	Department	Comment
10-PC109351	\$27,249.85	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: April 7, 2008
10-PC109352	\$21,442.85	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: May 27, 2008
10-PC109353	\$43,468.25	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: April 21, 2008
10-PC109354	\$24,497.50	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: May 10, 2010
10-PC109355	\$31,985.50	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: February 4, 2008
10-PC109356	\$33,233.85	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: May 12, 2008
10-PC109357	\$15,741.00	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: March 24, 2008
10-PC109358	\$144,758.25	Instructional training for Fire Technology courses for Spring 2010	SAC-Fire Technology	Board approved: May 12, 2008

Amount

-\$38,871

**Award Date** 

06/17/10

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

**Educational Services** 

То:	Board of Trustees	Date: July 26, 2010
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

#### ANALYSIS

Items for the following categorical programs for FY 09/10 & FY 10/11 have been developed:

#### **Project Title**

## <u>Fiscal-Year 2009/2010</u>

1. Matriculation Non-Credit - Reduction (SAC/SCC)

The California Community Colleges Chancellor's Office has reduced the non-credit matriculation allocation that provides services for students in designated non-credit courses to help them become more knowledgeable about college programs and services, as well as their own skills, abilities, educational options, and goals. (09/10)

	SAC	SCC
Orig. Award	\$989,036	\$377,036
Reduction	28,143	10,728
Rev. Award	\$960,893	\$366,308

#### Fiscal-Year 2010/2011

2.	Career and Technical Education Act (CTEA) Title I-C (District Operation/SAC/SCC)		
	Annual allocation from the Chancellor's Office of federal Carl D Perkins Career and Education Act of 2006 (Perkins IV), previously known as Vocational Technical Education Act (VTEA), funds to develop and strengthen career and technical education programs at the postsecondary level. (10/11)	7/1/10	\$1,776,360
3.	Career and Technical Education (CTE) – Tech Prep Consortium (SAC & SCC)		
	Annual allocation from the Chancellor's Office of federal Carl D Perkins Career and Education Act of 2006 (Perkins IV), previously known as Vocational Technical Education Act (VTEA), funds to develop linkages between secondary and postsecondary technical education programs. (10/11)	7/1/10	\$139,416

Fiscal Impact: \$2,073,009	Board Date: July 26, 2010	
Item Prepared by: Sarah Santoyo, Director of Grants/Resource	e Development	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services		
Item Recommended by: John Didion, Interim Chancellor		

6.1 (1)

Community College Open Learning Initiative (SAC)		
Sub-grant award from Carnegie Mellon for math faculty to member to design math curriculum for the Open Learning Initiative. (10/11)	7/1/10	\$4,932
Family-Owned Business Forum (DO)		
Sponsored by industry partners, Anderson & Knuf, LLP and Adorno, Yoss, Alvarado & Smith, and hosted by the Women's Business Center, the	7/1/10	\$6,000
Family-Owned Business Forum will ofter small business seminars and consulting for owners of family-owned businesses. (10/11)	*	
Math, Science, and Engineering Achievement (MESA) Program (SAC)		
Annual funds from the California Community Colleges Chancellor's Office to continue the existing MESA program that sponsors enrichment activities and provides support services for math, science, computer science, and engineering students. (10/11)	7/1/10	\$50,568
Santa Ana Middle College High School (SAC)		
Annual funds from the California Community Colleges Chancellor's Office to continue and expand Middle College High School. (10/11)	7/1/10	\$84,604
VATAP (Vietnamese American Technical Assistance Program) (District) - Year 1 of 2		•
Year one of a two year award from Wells Fargo Bank to the Orange County Small Business Development Center to expand its no-cost business consulting services and low-cost training seminars on specialized industries to low-income and disabled Vietnamese Americans in the Vietnamese language. (10/11)	4/29/10	\$50,000
	<ul> <li>design math curriculum for the Open Learning Initiative. (10/11)</li> <li>Family-Owned Business Forum (DO)</li> <li>Sponsored by industry partners, Anderson &amp; Knuf, LLP and Adorno, Yoss, Alvarado &amp; Smith, and hosted by the Women's Business Center, the Family-Owned Business Forum will offer small business seminars and consulting for owners of family-owned businesses. (10/11)</li> <li>Math, Science, and Engineering Achievement (MESA)</li> <li>Program (SAC)</li> <li>Annual funds from the California Community Colleges Chancellor's Office to continue the existing MESA program that sponsors enrichment activities and provides support services for math, science, computer science, and engineering students. (10/11)</li> <li>Santa Ana Middle College High School (SAC)</li> <li>Annual funds from the California Community Colleges Chancellor's Office to continue and expand Middle College High School. (10/11)</li> <li>VATAP (Vietnamese American Technical Assistance Program) (District) - Year 1 of 2</li> <li>Year one of a two year award from Wells Fargo Bank to the Orange County Small Business Development Center to expand its no-cost business consulting services and low-cost training seminars on specialized industries to low-income and disabled Vietnamese Americans in the Vietnamese</li> </ul>	Sub-grant award from Carnegie Mellon for math faculty to member to design math curriculum for the Open Learning Initiative. (10/11)7/1/10Family-Owned Business Forum (DO) Sponsored by industry partners, Anderson & Knuf, LLP and Adorno, Yoss, Alvarado & Smith, and hosted by the Women's Business Center, the Family-Owned Business Forum will offer small business seminars and consulting for owners of family-owned businesses. (10/11)7/1/10Math, Science, and Engineering Achievement (MESA) Program (SAC)7/1/10Annual funds from the California Community Colleges Chancellor's Office to continue the existing MESA program that sponsors enrichment activities and provides support services for math, science, computer science, and engineering students. (10/11)7/1/10Santa Ana Middle College High School (SAC) Annual funds from the California Community Colleges Chancellor's Office to continue and expand Middle College High School. (10/11)7/1/10VATAP (Vietnamese American Technical Assistance Program) (District) - Year 1 of 27/1/10Year one of a two year award from Wells Fargo Bank to the Orange County Small Business Development Center to expand its no-cost business consulting services and low-cost training seminars on specialized industries to low-income and disabled Vietnamese Americans in the Vietnamese4/29/10

#### **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: \$2,073,009

Board Date: July 26, 2010

Item Prepared by: Sarah Santoyo, Director of Grants/Resource Development

Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services

Item Recommended by: John Didion, Interim Chancellor

SPECIAL PROJECT Devailed BUDGET #2490 NAME: Non-Credit Matriculation - Continuing Education Center (CEC) FISCAL YEAR: 2009/10

 CONTRACT PERIOD: 07/01/09 - 6/30/10

 CONTRACT INCOME: \$989,036 (CEC)

 REDUCTION:
 \_-28,143

 REVISED:
 \$960,893

 CEC's contribution to Research Dept (\$14,820)

 CEC's contribution to SAC DSPS (\$140,719)

PROJECT DIR: Nilo Lipiz PROJECT ADMIN: Nilo Lipiz

Date: 6/30/10

		Existing	Budget	Revised B	udget	Changes	(+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2490-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		974,216		946,073	28,143	
12-2490-000000-50000-8629	Other Gen Categorical Apportionment (\$14,820)				0.0,0,0		
2-2230-000000-10000-8629	Other Gen Categorical Apportionment (\$140,719)						
2-2490-000000-50000-2130	CEC's contribution Research Dept. (\$14,820)						
2-2230-642000-19523-5100	CEC's contribution SAC DSPS (\$71,647)			-			
2-2230-642000-19523-2320	CEC's contribution SAC DSPS (\$69,072)						
2-2490-620000-18100-2130	Classified Employees : CEC	145,581		145,581			
2-2490-620000-18100-2310	Classified Employees - Ongoing : CEC	48,352		48,352			
2-2490-620000-18100-3215	PERS - Non-Instructional : CEC	9,467		9,467			
2-2490-620000-18100-3315	OASDHI - Non-Instructional : CEC	6,129		6,129			
2-2490-620000-18100-3325	Medicare - Non-Instructional : CEC	1,433		1,433			
2-2490-620000-18100-3335	PARS - Non-Instructional : CEC	252		252			
2-2490-620000-18100-3415	H & W - Non-Instructional : CEC	15,980		15,980		•	
2-2490-620000-18100-3435	H & W - Retiree Fund Non-Inst : CEC	989		989			-
2-2490-620000-18100-3515	SUI - Non-Instructional : CEC	297		297			
2-2490-620000-18100-3615	WCI - Non-Instructional : CEC	2,175		2,175			
2-2490-620000-18100-3915	Other Benefits - Non-Instruct : CEC	1,350		1,350			
2-2490-620000-18100-5940	Reproduction/Printing Expenses : CEC	14,115		14,115			
2-2490-631000-18100-1430	Part-Time Counselors : CEC	51,105		51,105			
2-2490-631000-18100-1433	Beyond Contract - Counselors : CEC	61,673		61,673			
2-2490-631000-18100-1434	Int/Sum Beyond Contr-Counselor : CEC			-			
2-2490-631000-18100-1435	Int/Sum - Counselors,Part-Time : CEC	•		-			
2-2490-631000-18100-2310	Classified Employees - Ongoing : CEC	16,807		16,807			+
2-2490-631000-18100-3115	STRS - Non-Instructional : CEC	10,372		10,372			
2-2490-631000-18100-3215	PERS - Non-Instructional : CEC	1,632		1,632			

6.1 (3)

CONTRACT PERIOD: 07/01/09 - 6/30/10 CONTRACT INCOME: \$989,036 (CEC) REDUCTION: <u>-28,143</u> REVISED: \$960,893 CEC's contribution to Research Dept (\$14,820) CEC's contribution to SAC DSPS (\$140,719)

6.1 (4)

PROJECT DIR: Nilo Lipiz PROJECT ADMIN: Nilo Lipiz

Date: 6/30/10

		Existing	Budget	Revised B	udget	Change	<b>98 (+/-)</b>
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2490-631000-18100-3315	OASDHI - Non-Instructional : CEC	1,042		1,042			
12-2490-631000-18100-3325	Medicare - Non-Instructional : CEC	1,879		1,879			
12-2490-631000-18100-3435	H & W - Retiree Fund Non-Inst : CEC	1,296		1,296			
12-2490-631000-18100-3515	SUI - Non-Instructional : CEC	389		389			
12-2490-631000-18100-3615	WCI - Non-Instructional : CEC	2,851		2,851			
12-2490-632000-18100-1433	Beyond Contract - Counselors : CEC	6,312		6,312			
12-2490-632000-18100-2130	Classified Employees : CEC	36,924		36,924			
12-2490-632000-18100-3115	STRS - Non-instructional : CEC	521.00		521.00			
12-2490-632000-18100-3215	PERS - Non-Instructional : CEC	3,585.00		3,585.00			
12-2490-632000-18100-3315	OASDHI - Non-Instructional : CEC	2,373.00		2,373.00			
12-2490-632000-18100-3325	Medicare - Non-Instructional : CEC	647.00		647.00			
12-2490-632000-18100-3415	H & W - Non-Instructional : CEC	10,138.00		10,138.00			
12-2490-632000-18100-3435	H & W - Retiree Fund Non-Inst : CEC	446.00		446.00			
12-2490-632000-18100-3515	SUI - Non-instructional : CEC	134.00		134.00			
12-2490-632000-18100-3615	WCI - Non-Instructional : CEC	981.00		981.00			
12-2490-632000-18100-3915	Other Benefits - Non-Instruct : CEC	1,350.00		1,350.00			
12-2490-632000-18100-4610	Non-Instructional Supplies : CEC	65,162	195	39,162			26,000
12-2490-632000-18100-4710	Food and Food Service Supplies : CEC	1,000		1,000			
12-2490-632000-18100-5100	Contracted Services : CEC	1,000	41	1,000			
12-2490-632000-18100-5220	Mileage/Parking Expenses : CEC	1,000		1,000			
12-2490-632000-18100-5610	Lease Agreement - Equipment : CEC	10,500	2.R. <sup>1</sup>	10,500			
12-2490-632000-18100-5630	Maint Contract - Office Equip : CEC	2,275		2,275			
12-2490-632000-18100-5800	Advertising : CEC	4,000		1,857			2,14
12-2490-632000-18100-5845	Excess/Copies Useage : CEC	3,200	6.1	3,200			
12-2490-632000-18100-5925	Postage : CEC	1,000		1,000			

President's Approval: Prepared by: Maria Gil



 CONTRACT PERIOD: 07/01/09 - 6/30/10

 CONTRACT INCOME: \$989,036 (CEC)

 REDUCTION:
 -28,143

 REVISED:
 \$960,893

 CEC's contribution to Research Dept (\$14,820)

 CEC's contribution to SAC DSPS (\$140,719)

PROJECT DIR: Nilo Lipiz PROJECT ADMIN: Nilo Lipiz

Date: 6/30/10

		Existing	Budget	Revised B	udget	Change	<b>:s (+/-)</b>
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2490-632000-18100-5940	Reproduction/Printing Expenses : CEC	2,000		2,000			
12-2490-632000-18100-5950	Software License and Fees : CEC	1,055		1,055			
12-2490-649000-18100-1410	Part-Time Academic Management : CEC	35,462		35,462			
12-2490-649000-18100-1450	Part-Time Coordinators : CEC	18,386		18,386			
12-2490-649000-18100-2130	Classified Employees : CEC	148,795		148,795			
12-2490-649000-18100-2310	Classified Employees - Ongoing : CEC	59,447		59,447			
12-2490-649000-18100-2340	Student Assistants - Hourly : CEC			-			
12-2490-649000-18100-3115	STRS - Non-Instructional : CEC	4,442		4,442			
12-2490-649000-18100-3215	PERS - Non-Instructional : CEC	20,218		20,218			
12-2490-649000-18100-3315	OASDHI - Non-Instructional : CEC	13,131		13,131			
12-2490-649000-18100-3325	Medicare - Non-Instructional : CEC	3,852		3,852	8		
12-2490-649000-18100-3415	H & W - Non-Instructional : CEC	18,220		18,220			
12-2490-649000-18100-3435	H & W - Retiree Fund Non-Inst : CEC	2,656		2,656		-	
12-2490-649000-18100-3515	SUI - Non-Instructional : CEC	797	s	797			
12-2490-649000-18100-3615	WCI - Non-Instructional : CEC	5,844		5,844			
12-2490-649000-18100-3915	Other Benefits - Non-Instruct : CEC	3,544		3,544			
12-2490-649000-18100-5999	Special Project Holding Acct : CEC	27,000		27,000			
12-2490-678000-14141-2130	Classified Employees : Academic Support - CEC	32,629		. 32,629			
12-2490-678000-14141-3215	PERS - Non-Instructional : Academic Support - CEC	3,168		3,168			
12-2490-678000-14141-3315	OASDHI - Non-Instructional : Academic Support - CEC	2,068		2,068			•
12-2490-678000-14141-3325	Medicare - Non-Instructional : Academic Support - CEC	484		484			
12-2490-678000-14141-3415	H & W - Non-Instructional : Academic Support - CEC	8,955		8,955			
12-2490-678000-14141-3435	H & W - Retiree Fund Non-Inst : Academic Support -	334		334			
12-2490-678000-14141-3515	SUI - Non-Instructional : Academic Support - CEC	100		100			
12-2490-678000-14141-3615	WCI - Non-Instructional : Academic Support - CEC	734		734			

6.1 (5)

CONTRACT PERIOD: 07/01/09 - 6/30/10 CONTRACT INCOME: \$989,036 (CEC) REDUCTION: <u>-28,143</u> REVISED: \$960,893 CEC's contribution to Research Dept (\$14,820) CEC's contribution to SAC DSPS (\$140,719)

6.1 (6)

PROJECT DIR: Nilo Lipiz PROJECT ADMIN: Nilo Lipiz

Date: 6/30/10

		Existing	Budget	Revised B	udget	Changes	(+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Changes Debit	Credit
12-2490-678000-14141-3915	Other Benefits - Non-Instruct : Academic Support -	731		731			
12-2490-678000-18100-2130	Classified Employees : CEC			-			
12-2490-678000-18100-3215	PERS - Non-Instructional : CEC			-			
12-2490-678000-18100-3315	OASDHI - Non-Instructional : CEC	•					
12-2490-678000-18100-3325	Medicare - Non-Instructional : CEC						
12-2490-678000-18100-3415	H & W - Non-Instructional : CEC	-					
12-2490-678000-18100-3435	H & W - Retiree Fund Non-Inst : CEC	-		-			
12-2490-678000-18100-3515	SUI - Non-Instructional : CEC	•		-			
12-2490-678000-18100-3615	WCI - Non-Instructional : CEC			-		*	
12-2490-678000-18100-3915	Other Benefits - Non-Instruct : CEC	-					
12-2490-679000-18100-2130	Classified Employees : CEC	8,507		8,507			
12-2490-679000-18100-3215	PERS - Non-Instructional : CEC	826		826			
12-2490-679000-18100-3315	OASDHI - Non-Instructional : CEC	536		536			
12-2490-679000-18100-3325	Medicare - Non-Instructional : CEC	126		126			
12-2490-679000-18100-3415	H & W - Non-Instructional : CEC	2,039		2,039	-		
12-2490-679000-18100-3435	H & W - Retiree Fund Non-Inst : CEC	87		87			
12-2490-679000-18100-3515	SUI - Non-Instructional : CEC	26		26			
12-2490-679000-18100-3615	WCI - Non-Instructional : CEC	190		190			
12-2490-679000-18100-3915	Other Benefits - Non-Instruct : CEC	113		113			
Totals for PROJECT: 2490	Non-Credit Matriculation (CEC)	974,216	974,216	946,073	946,073	28,143	28,14



 CONTRACT PERIOD:
 07/01/09 - 6/30/10

 CONTRACT INCOME:
 \$377,036 (OEC)

 REDUCTION:
 -10,728

 REVISED:
 \$366,308

 OEC contributes to DO-Research (\$4,680)

PROJECT ADMIN: Jose Vargas PROJECT DIR: Jose Vargas

Date: 6/30/10

		Existing B	udget	<b>Revised Bud</b>	get	Changes (+/-)	
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2490-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		372,356		361,628	10,728	
12-2490-000000-50000-8629	Other Gen Categorical Apportionment (\$4680)			*			*>
12-2490-000000-50000-2130	OEC's contribution Research Dept. \$4,680						
12-2490-601000-28100-1410	Part-Time Academic Management : Continuing Educatio	7,711		7,711			
	Classified Employees : Continuing Education Division						
12-2490-601000-28100-2130	- S. Gomez	17,788		17,788			
12-2490-601000-28100-3115	STRS - Non-Instructional : Continuing Education Div	636		636			
12-2490-601000-28100-3215	PERS - Non-instructional : Continuing Education Div	1,728		1,728			
12-2490-601000-28100-3315	OASDHI - Non-Instructional : Continuing Education D	1,116		1,116			
12-2490-601000-28100-3325	Medicare - Non-Instructional : Continuing Education	376		376			
12-2490-601000-28100-3335	PARS - Non-Instructional : Continuing Education Div	-		-			
12-2490-601000-28100-3415	H & W - Non-Instructional : Continuing Education Di	5,123		5,123			
12-2490-601000-28100-3435	H & W - Retiree Fund Non-Inst : Continuing Educatio	259	4	259			
12-2490-601000-28100-3515	SUI - Non-Instructional : Continuing Education Divi	78		78			
12-2490-601000-28100-3615	WCI - Non-Instructional : Continuing Education Divi	571		571			
12-2490-601000-28100-3915	Other Benefits - Non-Instruct : Continuing Educatio	450		450			
12-2490-601000-28100-4610	Non-Instructional Supplies : Continuing Education D			•	_		
12-2490-620000-28100-2130	Classified Employees : Continuing Education Divisio			•			
12-2490-620000-28100-2310	Classified Employees - Ongoing : Continuing Educati	110		110			
12-2490-620000-28100-2320	Classified Employees - Hourly : Continuing Educatio	1,503		1,503			
12-2490-620000-28100-3215	PERS - Non-Instructional : Continuing Education Div	146		146			
12-2490-620000-28100-3315	OASDHI - Non-Instructional : Continuing Education D	93		93			
12-2490-620000-28100-3325	Medicare - Non-Instructional : Continuing Education	24		24			
12-2490-620000-28100-3335	PARS - Non-Instructional : Continuing Education Div	2	1	2			
12-2490-620000-28100-3415	H & W - Non-Instructional : Continuing Education Di	241		241			

 CONTRACT PERIOD:
 07/01/09 - 6/30/10

 CONTRACT INCOME:
 \$377,036 (OEC)

 REDUCTION:
 -10.728

 REVISED:
 \$366,308

 OEC contributes to DO-Research (\$4,680)

PROJECT ADMIN: Jose Vargas PROJECT DIR: Jose Vargas

Date: 6/30/10

		Existing Budget		Revised Budget		Changes (+/-)	
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2490-620000-28100-3435	H & W - Retiree Fund Non-Inst : Continuing Educatio	16		16			
12-2490-620000-28100-3515	SUI - Non-Instructional : Continuing Education Divi	5		. 5			
12-2490-620000-28100-3615	WCI - Non-Instructional : Continuing Education Divi	35		35			
12-2490-620000-28100-3915	Other Benefits - Non-Instruct : Continuing Educatio	-		-			
12-2490-620000-28100-4610	Non-Instructional Supplies : Continuing Education D			-			
12-2490-631000-28100-1430	Part-Time Counselors : Continuing Education Divisio	71,687		61,427			10,260
12-2490-631000-28100-1433	Beyond Contract - Counselors : Continuing Education	8,000		8,000			
12-2490-631000-28100-2310	Classified Employees - Ongoing : Continuing Educati	305.		305			
12-2490-631000-28100-3115	STRS - Non-Instructional : Continuing Education Div	3,660		3,660			
12-2490-631000-28100-3215	PERS - Non-Instructional : Continuing Education Div	30		30			
12-2490-631000-28100-3315	OASDHI - Non-Instructional : Continuing Education D	19		19		*	
12-2490-631000-28100-3325	Medicare - Non-Instructional : Continuing Education	1,160		1,023			137
12-2490-631000-28100-3335	PARS - Non-Instructional : Continuing Education Div	453		453			
12-2490-631000-28100-3415	H & W - Non-Instructional : Continuing Education Di						
12-2490-631000-28100-3435	H & W - Retiree Fund Non-Inst : Continuing Educatio	800		705			95
12-2490-631000-28100-3515	SUI - Non-Instructional : Continuing Education Divi	240		212			28
12-2490-631000-28100-3615	WCI - Non-Instructional : Continuing Education Divi	1,760		1,552			208
12-2490-631000-28100-3915	Other Benefits - Non-Instruct : Continuing Educatio			-			
12-2490-631000-28100-4610	Non-Instructional Supplies : Continuing Education D	-		-			•
12-2490-631000-28100-5220	Mileage/Parking Expenses : Continuing Education Div	•		-			
12-2490-631000-28100-5610	Lease Agreement - Equipment : Continuing Education			-			
12-2490-632000-28100-2130	Classified Employees : Continuing Education Divisio	1					
12-2490-632000-28100-2310	Classified Employees - Ongoing : Continuing Educati	9,971		9,971			
12-2490-632000-28100-3215	PERS - Non-Instructional : Continuing Education Div	968		968			
12-2490-632000-28100-3315	OASDHI - Non-Instructional : Continuing Education D	618		618			

President's Approval: Prepared by: Maria Gil



 CONTRACT PERIOD:
 07/01/09 - 6/30/10

 CONTRACT INCOME:
 \$377,036 (OEC)

 REDUCTION:
 -10,728

 REVISED:
 \$366,308

 OEC contributes to DO-Research (\$4,680)

PROJECT ADMIN: Jose Vargas PROJECT DIR: Jose Vargas

Date: 6/30/10

		Existing Bu	Existing Budget		get	Changes (+/-)	
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2490-632000-28100-332	5 Medicare - Non-Instructional : Continuing Education	145	•	145			Cicuit
12-2490-632000-28100-333	5 PARS - Non-Instructional : Continuing Education Div	1		1			
12-2490-632000-28100-341	5 H & W - Non-Instructional : Continuing Education Di	2,923		2,923			
12-2490-632000-28100-343	5 H & W - Retiree Fund Non-Inst : Continuing Educatio	100		100			
12-2490-632000-28100-351	5 SUI - Non-Instructional : Continuing Education Divi	30		30			
12-2490-632000-28100-361	5 WCI - Non-Instructional : Continuing Education Divi	219		219			
12-2490-632000-28100-391	5 Other Benefits - Non-Instruct : Continuing Educatio						
12-2490-649000-28100-213	0 Classified Employees : Continuing Education Divisio	141,181		141,181			
12-2490-649000-28100-231	0 Classified Employees - Ongoing : Continuing Educati	14,852	*	14,852			
12-2490-649000-28100-232	0 Classified Employees - Hourly : Continuing Educatio	334		334			
12-2490-649000-28100-321	5 PERS - Non-Instructional : Continuing Education Div	15,120		15,120			
12-2490-649000-28100-331	5 OASDHI - Non-Instructional : Continuing Education D	9,794		9,794			
12-2490-649000-28100-332	5 Medicare - Non-Instructional : Continuing Education	2,300		2,300			
12-2490-649000-28100-333	5 PARS - Non-Instructional : Continuing Education Div	9		9			
12-2490-649000-28100-341	5 H & W - Non-Instructional : Continuing Education Di	29,040		29,040			
12-2490-649000-28100-343		1,597		1,597			-
12-2490-649000-28100-351	5 SUI - Non-Instructional : Continuing Education Divi	480		480			
12-2490-649000-28100-361	5 WCI - Non-Instructional : Continuing Education Divi	3,513		3,513			
12-2490-649000-28100-391		3,318		3,318			
12-2490-649000-28100-461	Non-Instructional Supplies : Continuing Education D						
12-2490-649000-28100-522	Mileage/Parking Expenses : Continuing Education Div						
12-2490-649000-28100-594	Reproduction/Printing Expenses : Continuing Educati	1,000		1,000			
12-2490-675000-28100-521		-		-			
12-2490-678000-24141-213		3,335	6, M	3,335			
12-2490-678000-24141-321		341	4	341			

 CONTRACT PERIOD:
 07/01/09 - 6/30/10

 CONTRACT INCOME:
 \$377,036 (OEC)

 REDUCTION:
 -10,728

 REVISED:
 \$366,308

 OEC contributes to DO-Research (\$4,680)

6.1 (10)

PROJECT ADMIN: Jose Vargas PROJECT DIR: Jose Vargas

Date: 6/30/10

		Existing Bu	idget	<b>Revised Bud</b>	get	Change	s (+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2490-678000-24141-3315	OASDHI - Non-Instructional : Academic Support - OEC	221		221			
12-2490-678000-24141-3325	Medicare - Non-Instructional : Academic Support - OEC	52		52		•	
12-2490-678000-24141-3415	H & W - Non-Instructional : Academic Support - OEC	542		542			
12-2490-678000-24141-3435	H & W - Retiree Fund Non-Inst : Academic Support - OEC	36		36			
12-2490-678000-24141-3515	SUI - Non-Instructional : Academic Support - OEC	11		11			
12-2490-678000-24141-3615	WCI - Non-Instructional : Academic Support - OEC	79		79			
12-2490-678000-24141-3915	Other Benefits - Non-Instruct : Academic Support -	68		68			
12-2490-678000-28100-6410	Equipment - All Other > \$1,000 : Continuing Educati	-		-		-	
12-2490-679000-27105-2130	Classified Employees : Admin Services Office	2,687		2,687			
12-2490-679000-27105-3215	PERS - Non-Instructional : Admin Services Office	261		261			
12-2490-679000-27105-3315	OASDHI - Non-Instructional : Admin Services Office	174		174			
12-2490-679000-27105-3325	Medicare - Non-Instructional : Admin Services Offic	41		41			
12-2490-679000-27105-3415	H & W - Non-Instructional : Admin Services Office	659		659			
12-2490-679000-27105-3435	H & W - Retiree Fund Non-Inst : Admin Services Offi	28		28			
12-2490-679000-27105-3515	SUI - Non-Instructional : Admin Services Office	8		8			
12-2490-679000-27105-3615	WCI - Non-Instructional : Admin Services Office	62		62	1		
12-2490-679000-27105-3915	Other Benefits - Non-Instruct : Admin Services Offi	113		113	-		
Totals for PROJECT: 2490	Non-Credit Matriculation (OEC)	372,356	372,356	361,628	361,628	10,728	10,72

Page 4 of 4

#### SPECIAL PROJECT DETAILED BUDGET # 1800 NAME: CTE IC (VTEA) - Accountability/Evaluations FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$48,551 CFDA #: 84.048A PROJ. ADM. John Didion PROJ. DIR. Nga Pham

DATE: 7/6/10

ENER PROCESSING	Description	Cobins	Gredit
12-1800-000000-50000-8170	VTEA : District Operations		48,551
12-1800-679000-53340-2130	Classified Employees : Research	31,709	
12-1800-679000-53340-3215	PERS - Non-Instructional : Research	3,393	
12-1800-679000-53340-3315	OASDHI - Non-Instructional : Research	1,375	
12-1800-679000-53340-3325	Medicare - Non-Instructional : Research	322	
12-1800-679000-53340-3415	H & W - Non-Instructional : Research	6,455	
12-1800-679000-53340-3435	H & W - Retiree Fund Non-Intructional : Research	322	
12-1800-679000-53340-3515	SUI - Non-Instructional : Research	226	
12-1800-679000-53340-3615	WCI - Non-Instructional : Research	709	
12-1800-679000-53340-3915	Other Benefits - Non-Instructional : Research	540	
12-1800-679000-53340-4610	Non-Instructional Supplies : Research	500	
12-1800-679000-53340-5660	Software Support Service : Research	1,000	
12-1800-679000-53340-6411	Equipment - Federal Progs >	2,000	
MARTIN PROPERTY DATA	YTEACTE IC-Appointability	48.661	48.651

Accountant: Catherine Nguyen

#### SPECIAL PROJECT DETAILED BUDGET # 1801 NAME: CTE IC (VTEA) - Administration & Partnership Development FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$88,818 CFDA #: 84.048A

PROJ. ADM. John Didion PROJ. DIR. Sarah Santoyo

Date: 7/6/10

FRANCISCINON A		is Dohler	Giodik:
12-1801-000000-50000-8170	VTEA : District Operations		88,818
12-1801-675000-53345-5210	Conference Expenses : Resource Development	2,000	
12-1801-679000-53345-2130	Classified Employees : Resource Development	53,749	
12-1801-679000-53345-3215	PERS - Non-Instructional : Resource Development	5,751	
12-1801-679000-53345-3315	OASDHI - Non-Instructional : Resource Development	3,130	
12-1801-679000-53345-3325	Medicare - Non-Instructional : Resource Development	732	
12-1801-679000-53345-3415	H & W - Non-Instructional : Resource Development	17,681	
12-1801-679000-53345-3435	H & W - Retiree Fund Non-Instructional : Resource Dev.	552	+
12-1801-679000-53345-3515	SUI - Non-instructional : Resource Development	387	
12-1801-679000-53345-3615	WCI - Non-instructional : Resource Development	1,215	
12-1801-679000-53345-3915	Other Benefits - Non-Instructional : Resource Dev.	1,485	
12-1801-679000-53345-4610	Non-Instructional Supplies : Resource Development	636	
12-1801-679000-53345-5999	Special Project Holding Acct : Resource Development	-	
12-1801-679000-53345-6411	Equipment - Federal Progs > : Resource Development	1,500	
	YTRAIOTELIG-Adap Rentsmanlik	86,010	84,819

#### SPECIAL PROJECT DETAILED BUDGET # 1802 NAME: CTE IC (VTEA) - Automotive Technology (0948.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$118,000 CFDA #: NA

PROJ. ADM. Bart Hoffman PROJ. DIR. Glen Hammonds

Date: 7/12/10

		Datas.	Cradits
12-1802-000000-10000-8170	VTEA : Santa Ana College	Contraction of the Contraction o	118,000
12-1802-094800-15751-4310	Instructional Supplies : Automotive Technology/Engi	3,000	
12-1802-094800-15751-6411	Equipment - Federal Progs >200 : Automotive Technol	107,000	
12-1802-094800-15751-6419	Equip/Software - >\$200 <\$1,000 : Automotive Technol	6,000	
12-1802-602000-15751-1484	Int/Sum Beynd Contr-Reassigned : Automotive Technol	1,750	
12-1802-602000-15751-3115	STRS - Non-Instructional : Automotive Technology/En	156	
12-1802-602000-15751-3325	Medicare - Non-Instructional : Automotive Technolog	25	
12-1802-602000-15751-3435	H & W - Retiree Fund Non-Inst : Automotive Technolo	.18	
12-1802-602000-15751-3515	SUI - Non-Instructional : Automotive Technology/Eng	12	
12-1802-602000-15751-3615	WCI - Non-Instructional : Automotive Technology/Eng	39	
Totals for PROJECT: 1802	Automotive Technology (0948.00)	118,000	118,000

#### SPECIAL PROJECT DETAILED BUDGET # 1803 NAME: CTE IC (VTEA) - Business Application Tech (0514.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$3,000 CFDA #: 84.048A PROJ. ADM. H. Roberts/C. Comeau PROJ. DIR. Dena Motiel

Date:7/12/10

ELMAN AND THE MAN		Pro-	Call
and definition of the state of	VTEA : Santa Ana College		3,000
12-1803-602000-15120-1483	Beyond Contr - Reassigned Time : Business Applicati	2,500	
12-1803-602000-15120-3115	STRS - Non-Instructional : Business Applications &	366	
12-1803-602000-15120-3325	Medicare - Non-Instructional : Business Application	36	
12-1803-602000-15120-3435	H & W - Retiree Fund Non-Inst : Business Applicatio	25	
12-1803-602000-15120-3515	SUI - Non-Instructional : Business Applications & T	18	
12-1803-602000-15120-3615	WCI - Non-Instructional : Business Applications & T	55	
Totals for PROJECTI 1803	Office Tech - Business Applications & Tech (0514.00)	3,000	3,000

#### SPECIAL PROJECT DETAILED BUDGET # 1804 NAME: CTE IC (VTEA) - Computer Information Systems (0702.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$88,958 CFDA #: 84.048A PROJ. ADM. H. Roberts/C. Comeau PROJ. DIR. Cherylee Kushida

Date:7/13/10

		St Dables	Crodiffe
12-1804-000000-10000-8170	VTEA : Santa Ana College	T	88,958
12-1804-070200-15135-1480	Part-time Reassigned Time : CIS	15,000	
12-1804-070200-15135-3115	STRS - Non-Instructional : CIS	1,177	
12-1804-070200-15135-3325	Medicare - Non-Instructional : CIS	218	
12-1804-070200-15135-3435	H & W - Retiree Fund Non-Inst : CIS	150	
12-1804-070200-15135-3515	SUI - Non-Instructional : CIS	105	
12-1804-070200-15135-3615	WCI - Non-Instructional : CIS	330	
12-1804-070200-15135-4310	Instructional Supplies : CIS	300	
12-1804-070200-15135-5940	Reproduction/Printing : CIS	400	
12-1804-070200-15135-5950	Software License & Fees : CIS	900	
12-1804-070200-15135-6411	Equipment - Federal Progs >200 : CIS	70,378	
Totals for PROJECT: 1804	Computer Information Systems (0702.00)	88,958	88,958

#### SPECIAL PROJECT DETAILED BUDGET # 1808 NAME: CTE IC (VTEA) - Gemology (0599.00) FISCAL YEAR: 2010/2011

#### CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$7,000 CFDA #: 84.048A

PROJ. ADM. Tricia Evans PROJ. DIR. Tricia Evans

Date:7/12/10

AR Databal Stringer ()		DOUD?	Groub
12-1808-000000-20000-8170	VTEA : Santiago Canyon College		7,000
12-1808-059900-25225-4310	Instructional Supplies : Gemology	1,720	
12-1808-059900-25225-6411	Equipment - Federal Progs >200 : Gemology	3,000	
12-1808-602000-25225-1480	Part-Time Reassigned Time : Gemology	2,000	
12-1808-602000-25225-3115	STRS - Non-instructional : Gemology	173	
12-1808-602000-25225-3325	Medicare - Non-Instructional : Gemology	29	
12-1808-602000-25225-3435	H & W - Retiree Fund Non-Inst : Gemology	20	
12-1808-602000-25225-3515	SUI - Non-Instructional : Gemology	14	
12-1808-602000-25225-3615	WCI - Non-Instructional : Gemology	44	
Totals for PROJECT: 1808	Gemology (0599.00)	7,000	7,000

Page 1 of 1

#### SPECIAL PROJECT DETAILED BUDGET # 1809 NAME: CTE IC (VTEA) - Manufacturing & Industrial Technology (0956.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$127,000 CFDA #: 84.048A PROJ. ADM. Bart Hoffman PROJ. DIR. Nick Singh

Date:7/14/10

ATAN Daniel Stription	The second s	E Day as	Credity
12-1809-000000-10000-8170	VTEA : Santa Ana College		127,000
12-1809-095600-15755-4310	Instructional Supplies : Manufacturing Technology	8,000	•
12-1809-095600-15755-6411	Equipment - Federal Progs >200 : Manufacturing Tech	119,000	
Totals for PROJECT: 1809	Manufacturing & Industrial Tech (0956.00)	127,000	127,000

#### SPECIAL PROJECT DETAILED BUDGET # 1810 NAME: CTE IC (VTEA) - Registered Nursing (1230.10) (Increase Success in Health Sciences) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$21,680 CFDA #: 84.048A PROJ. ADM. Becky Miller PROJ. DIR. Mary Steckier

Date:7/12/10

Service Find The	11.550 年間、1500年間、1000年間、1200年間、1200年間、1200年間、1200年間、1200年間、1200年間、1200年間、1200年間、1200年間、1200年間、1200年間、1200年間、1200	A DOID	Greatik.
12-1810-000000-10000-8170	VTEA : Santa Ana College		21,680
12-1810-123010-16640-1483	Beyond Contr - Reassigned Time : Nursing	4,500	
12-1810-123010-16640-1484	Int/Sum Beynd Contr-Reassigned : Nursing	2,000	
12-1810-123010-16640-2420	Inst Assistant - Hourly : Nursing	2,200	
12-1810-123010-16640-3115	STRS - Non-Instructional : Nursing	544	
12-1810-123010-16640-3321	Medicare - Instructional : Nursing	32	
12-1810-123010-16640-3325	Medicare - Non-Instructional : Nursing	94	
12-1810-123010-16640-3331	PARS - Instructional : Nursing	29	
12-1810-123010-16640-3431	H & W - Retiree Fund Inst : Nursing	22	
12-1810-123010-16640-3435	H & W - Retiree Fund Non-Inst : Nursing	65	
12-1810-123010-16640-3511	SUI - Instructional : Nursing	15	1.0
2-1810-123010-16640-3515	SUI - Non-Instructional : Nursing	46	
2-1810-123010-16640-3611	WCI - Instructional : Nursing	48	
2-1810-123010-16640-3615	WCI - Non-Instructional : Nursing	143	
2-1810-123010-16640-4310	Instructional Supplies : Nursing	5,000	
2-1810-123010-16640-6411	Equipment - Federal Progs >200 : Nursing	4,942	
2-1810-123010-16640-6414	Equipment - Software > \$1,000 : Nursing	2,000	
Totals for PROJECT: 1810	Registered Nursing (1230.10)	21,680	21,680

#### SPECIAL PROJECT DETAILED BUDGET # 1814 NAME: CTE IC (VTEA) - SCC Support Services - Across All CTE Programs FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$127,177 CFDA #: 84.048A

PROJ. ADM. Tricia Evans PROJ. DIR.

Date:7/15/10

	Description	Debles	Credit
12-1814-000000-20000-8170	VTEA : Santiago Canyon College		127,17
12-1814-499900-25205-1480	Part-Time Reassigned Time : Career Education Office	5,000	
12-1814-499900-25205-1483	Beyond Contr - Reassigned Time : Career Education O	7,000	
12-1814-499900-25205-3115	STRS - Non-Instructional : Career Education Office	990	
12-1814-499900-25205-3325	Medicare - Non-Instructional : Career Education Off	174	
12-1814-499900-25205-3435	H & W - Retiree Fund Non-Inst : Career Education Of	120	
12-1814-499900-25205-3515	SUI - Non-Instructional : Career Education Office	84	
12-1814-499900-25205-3615	WCI - Non-Instructional : Career Education Office	264	
12-1814-499900-25205-4310	Instructional Supplies : Career Education Office	9,177	
12-1814-499900-25205-6411	Equipment - Federal Progs >200 : Career Education O	27,000	
12-1814-631000-29325-1433	Beyond Contract - Counselors : Counseling	10,000	
12-1814-631000-29325-3115	STRS - Non-Instructional : Counseling	825	
12-1814-631000-29325-3325	Medicare - Non-Instructional : Counseling	145	
2-1814-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	100	
2-1814-631000-29325-3515	SUI - Non-Instructional : Counseling	70	
2-1814-631000-29325-3615	WCI - Non-Instructional : Counseling	220	
2-1814-632000-25205-5800	Advertising : Career Education Office	1,000	
2-1814-632000-25205-5915	Packaging/Mail Prep/Processing : Career Education O	10,000	
2-1814-632000-25205-5940	Reproduction/Printing Expenses : Career Education O	5,000	
2-1814-634000-25205-2130	Classified Employees : Career Education Office	10,000	
2-1814-634000-25205-3215	PERS - Non-Instructional : Career Education Office	1,071	
2-1814-634000-25205-3315	OASDHI - Non-Instructional : Career Education Offic	620	
2-1814-634000-25205-3325	Medicare - Non-Instructional : Career Education Off	145	
2-1814-634000-25205-3415	H & W - Non-Instructional : Career Education Office	3,482	
2-1814-634000-25205-3435	H & W - Retiree Fund Non-Inst : Career Education Of	100	
2-1814-634000-25205-3515	SUI - Non-Instructional : Career Education Office	70	
2-1814-634000-25205-3615	WCI - Non-Instructional : Career Education Office	220	
2-1814-634000-25205-3915	Other Benefits - Non-Instruct : Career Education Of	300	
2-1814-675000-25205-4710	Food and Food Service Supplies : Career Education O	1,000	
	Conference Expenses : Career Education Office	28,000	
2-1814-675000-25205-5230	District In-Service Activities : Career Education O	5,000	
otals for PROJECT: 1814	Support Services (Across CTE Programs)	127,177	127,177

#### SPECIAL PROJECT DETAILED BUDGET # 1817 NAME: CTE IC (VTEA) - Television (TV/Film/Video) (0604.20) (Digital Music/TV Computer Lab) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$150,647 CFDA #: 84.048A PROJ. ADM. Sylvia Turner PROJ. DIR. R. Schultz/B. Kehlenbach

Date:7/15/10

HERE END THE		SADOM S	a coulta
12-1817-000000-10000-8170	VTEA : Santa Ana College		150,647
12-1817-060420-15552-2320	Classified Employee - Hourly : Telivision (TV/Film	3,506	
12-1817-060420-15552-3325	Medicare - Non-Instructional : Telivision (TV/Film	62	
12-1817-060420-15552-3335	PARS - Non-Instructional : Telivision (TV/Film	46	
12-1817-060420-15552-3435	H & W - Retiree Fund Inst : Telivision (TV/Film	35	
12-1817-060420-15552-3515	SUI - Non-Instructional : Telivision (TV/Film	25	
12-1817-060420-15552-3615	WCI - Non-Instructional : Telivision (TV/Film	77	
12-1817-060420-15552-4310	Instructional Supplies : Television (TV/Film	400	
12-1817-060420-15552-5950	Software License & Fees : Television (TV/Film	350	1999 - 19
12-1817-060420-15552-6411	Equipment - Federal Progs >200 : Television (TV/Film	146,146	
Totals for PROJECT: 1817	Television (TV/Film/Video) (0604.20) (Funds are for Television (0604.20) & Commercial Music (1005.00)	150,647	150,647

#### SPECIAL PROJECT DETAILED BUDGET # 1817 NAME: CTE IC (VTEA) - Radio & Television (0604.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$3,400 CFDA #: 84.048A PROJ. ADM. Tricia Evans PROJ. DIR. Tricia Evans

Date:7/15/10

BALLED DOLLED AND		ALC: NO	GEL
12-1817-000000-20000-8170	VTEA : Santiago Canyon College		3,400
12-1817-060400-25250-4310	Instructional Supplies : Television/Video Communica	400	
12-1817-060400-25250-6411	Equipment - Federal Progs >200 : Television/Video C	3,000	
Totals for PROJECT: 1817	Radio & Television (0804.00) SCC	3,400	3,400

#### SPECIAL PROJECT DETAILED BUDGET # 1818 NAME: CTE IC (VTEA) - Water Utility Science (0958.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$7,000 CFDA #: 84.048A PROJ. ADM. Tricia Evans PROJ. DIR. Tricia Evans

Penal Finder Shine State		C Dabline	erenter
12-1818-000000-20000-8170	VTEA : Santiago Canyon College		7,000
12-1818-095800-25260-1480	Part-Time Reassigned Time : Water Utility Science	3,270	
12-1818-095800-25260-3325	Medicare - Non-Instructional : Water Utility Science	47	
12-1818-095800-25260-3335	PARS - Non-Instructional : Water Utility Science	56	
12-1818-095800-25260-3435	H & W - Retiree Fund Inst : Water Utility Science	33	
12-1818-095800-25260-3515	SUI - Non-Instructional : Water Utility Science	23	
12-1818-095800-25260-3615	WCI - Non-Instructional : Water Utility Science	72	
12-1818-095800-25260-6411	Equipment - Federal Progs >200 : Water Utility Science	2,000	
12-1818-602000-25260-1480	Part-Time Reassigned Time : Water Utility Science	1,320	
12-1818-602000-25260-3115	STRS - Non-Instructional : Water Utility Science	109	
12-1818-602000-25260-3325	Medicare - Non-Instructional : Water Utility Science	19	
12-1818-602000-25260-3435	H & W - Retiree Fund Non-Inst : Water Utility Science	13	
12-1818-602000-25260-3515	SUI - Non-Instructional : Water Utility Science	9	
12-1818-602000-25260-3615	WCI - Non-Instructional : Water Utility Science	29	
Totals for PROJECT: 1818	Water Utility Science (0958.00)	7,000	7,000

#### SPECIAL PROJECT DETAILED BUDGET # 1821 NAME: CTE IC (VTEA) - HD - Child Development (1305.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$4,400 CFDA #: 84.048A

PROJ. ADM. Tricia Evans PROJ. DIR. Tricia Evans

	The state of the second s	Pa Debing	Citedias
12-1821-000000-20000-8170	VTEA : Santiago Canyon College		4,400
12-1821-130500-25230-4310	Instructional Supplies : Human Development	2,000	
12-1821-602000-25230-1483	Beyond Contr - Reassigned Time : Human Development	2,100	
12-1821-602000-25230-1484	Int/Sum Beynd Contr-Reassigned : Human Development	-	
12-1821-602000-25230-3115	STRS - Non-Instructional : Human Development	188	
12-1821-602000-25230-3325	Medicare - Non-Instructional : Human Development	30	
12-1821-602000-25230-3435	H & W - Retiree Fund Non-Inst : Human Development	21	
12-1821-602000-25230-3515	SUI - Non-Instructional : Human Development	15	
12-1821-602000-25230-3615	WCI - Non-Instructional : Human Development	46	
Totals for PROJECT: 1821	HD'- Child Development (1305.00)	4,400	4,400

#### SPECIAL PROJECT DETAILED BUDGET # 1823 NAME: CTE IC (VTEA) - Office Technology (0514.00) - Non-Credit FISCAL, YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$105,000 CFDA #: 84.048A PROJ. ADM. Tricia Evans PROJ. DIR. Tricia Evans

Care Chine (Shine Sec.		Done	Gradie
12-1823-000000-20000-8170	VTEA : Santiago Canyon College		105,000
12-1823-051400-28100-2320	Classified Employee - hourly : Continuing Educati	3,500	
12-1823-051400-28100-3325	Medicare - Non-Instructional : Continuing Education	51	,
12-1823-051400-28100-3335	PARS - Non-Instructional : Continuing Education	63	
12-1823-051400-28100-3435	H & W - Retiree Fund Non-Inst : Continuing Educatio	35	
12-1823-051400-28100-3515	SUI - Non-Instructional : Continuing Education Divi	25	
12-1823-051400-28100-3615	WCI - Non-Instructional : Continuing Education Divi	77	
12-1823-051400-28200-4310	Instructional Supplies : Orange Educ Ctr-Instructio	20,000	
12-1823-051400-28200-5660	Software Support Service : Orange Educ Ctr-Instruct	10,000	
12-1823-051400-28200-5950	Software License and Fees : Orange Educ Ctr-Instruc	15,000	
12-1823-051400-28200-8411	Equipment - Federal Progs >200 : Orange Educ Ctr-in	50,000	
12-1823-602000-28200-1480	Part-Time Reassigned Time : Orange Educ Ctr-Instruc	5,500	
12-1823-602000-28200-3115	STRS - Non-Instructional : Orange Educ Ctr-Instruct	454	
12-1823-602000-28200-3325	Medicare - Non-Instructional : Orange Educ Ctr-Inst	80	
12-1823-602000-28200-3435	H & W - Retiree Fund Non-Inst : Orange Educ Ctr-Ins	55	
12-1823-602000-28200-3515	SUI - Non-Instructional : Orange Educ Ctr-Instructi	39	
12-1823-602000-28200-3615	WCI - Non-Instructional : Orange Educ Ctr-Instructi	121	
Totals for PROJECT: 1823	Office Tech (0514.00) Non-Credit OEC	105,000	105,000

# SPECIAL PROJECT DETAILED BUDGET # 1824 NAME: CTE IC (VTEA) - SAC Suppot Services & Professional Dev. (Across all CTE Programs) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$96,097 CFDA #: 84.048A

PROJ. ADM. Bart Hoffman PROJ. DIR. Bart Hoffman

Date:7/15/10

ex st Daniel Strate	Description ( 1997)	in Linda (Sec.	Credit-
12-1824-000000-10000-8170	VTEA : Santa Ana College		96,097
12-1824-675000-15205-4610	Non-Instructional Supplies : Career Ed & Work Dev O	2,000	
12-1824-675000-15205-5210	Conference Expenses : Career Ed & Work Dev Office	49,000	
12-1824-675000-15205-5940	Reproduction/Printing Expenses : Career Ed & Work D	2,881	
	Equipment - Federal Progs >200 : Career Ed & Work D	42,216	
Totals for PROJECT: 1824	Professional Dev. & Support Services (Across CTE)	96,097	96,097

#### SPECIAL PROJECT DETAILED BUDGET # 1825 NAME: CTE IC (VTEA) - Deaf and Hard of Hearing Program (Across CTE Programs) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$39,558 CFDA #: 84.048A PROJ. ADM. Jane Mathis PROJ. DIR. Monica Collins

Date:7/15/10

State Control State		Debits.	. Credity.
12-1825-000000-10000-8170	VTEA : Santa Ana College		39,558
12-1825-642000-19523-1454	Int/Sum Beyond Contr-Coordinat : Deaf & Hard of Hea	2,592	
12-1825-642000-19523-3215	PERS - Non-Instructional : Deaf & Hard of Hearing	278	
12-1825-642000-19523-3315	OASDHI - Non-Instructional : Deaf & Hard of Hearing	161	
12-1825-642000-19523-3325	Medicare - Non-Instructional : Deaf & Hard of Heari	38	
12-1825-642000-19523-3435	H & W - Retiree Fund Non-Inst : Deaf & Hard of Hear	26	
12-1825-642000-19523-3515	SUI - Non-Instructional : Deaf & Hard of Hearing	18	
12-1825-642000-19523-3615	WCI - Non-Instructional : Deaf & Hard of Hearing	57	
12-1825-649000-19523-2320	Classified Employees - Hourly : Deaf & Hard of Hear	34,560	
12-1825-649000-19523-3325	Medicare - Non-Instructional : Deaf & Hard of Heari	500	
12-1825-649000-19523-3335	PARS - Non-Instructional : Deaf & Hard of Hearing	449	200 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100
12-1825-649000-19523-3435	H & W - Retiree Fund Non-Inst : Deaf & Hard of Hear	346	
12-1825-649000-19523-3515	SUI - Non-Instructional : Deaf & Hard of Hearing	242	
12-1825-649000-19523-3615	WCI - Non-Instructional : Deaf & Hard of Hearing	41	
12-1825-649000-19523-4610	Non-Instructional Supplies : Deaf & Hard of Hearing	250	
Totals for PROJECT: 1825	Deaf & Hard of Hearing (Across CTE Programs)	39,558	39,558

Page 1 of 1

#### SPECIAL PROJECT DETAILED BUDGET # 1826 NAME: CTE IC (VTEA) - Career/Job Resource Center (Across CTE Programs) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$152,296 CFDA #: 84.048A

PROJ. ADM. Micki Bryant PROJ. DIR. Sandy Morris

Date:7/15/10

Fine Protect String Print	Description	Dentes	Credit
12-1826-000000-10000-8170	VTEA : Santa Ana College		152,296
12-1826-634000-15390-1430	Part-Time Counselors : Career Counseling Center	38,783	
12-1826-634000-15390-3115	STRS - Non-Instructional : Career Counseling Center	3,200	
12-1826-634000-15390-3325	Medicare - Non-Instructional : Career Counseling Ce	562	
12-1826-634000-15390-3435	H & W - Retiree Fund Non-Inst : Career Counseling C	388	
12-1826-634000-15390-3515	SUI - Non-Instructional : Career Counseling Center	271	
12-1826-634000-15390-3615	WCI - Non-Instructional : Career Counseling Center	853	
12-1826-647000-19540-2130	Classified Employees : Job/Career Placement Center (75%)	38,179	
12-1826-647000-19540-2310	Classified Employees - Ongoing : Job/Career Placeme	37,886	
12-1826-647000-19540-3215	PERS - Non-Instructional : Job/Career Placement Cen	8,506	
12-1826-647000-19540-3315	OASDHI - Non-Instructional : Job/Career Placement C	4,976	
12-1826-647000-19540-3325	Medicare - Non-Instructional : Job/Career Placement	1,164	
12-1826-647000-19540-3415	H & W - Non-Instructional : Job/Career Placement Ce	11,285	
12-1826-647000-19540-3435	H & W - Retiree Fund Non-Inst : Job/Career Placemen	802	
12-1826-647000-19540-3515	SUI - Non-Instructional : Job/Career Placement Cent	562	
12-1826-647000-19540-3615	WCI - Non-Instructional : Job/Career Placement Cent	1,766	
12-1826-647000-19540-3915	Other Benefits - Non-Instruct : Job/Career Placemen	1,013	
12-1826-647000-19540-4610	Non-Instructional Supplies : Job/Career Placement C	700	
12-1826-647000-19540-6411	Equipment - Federal Program > \$200	1,400	
Totals for PROJECT: 1826	Career/Job Resource Center (Across CTE Programs)	152,296	152,296

#### SPECIAL PROJECT DETAILED BUDGET # 1829 NAME: CTE IC (VTEA) - Accounting (0502.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$12,000 - SCC CFDA #: 84.048A

PROJ. ADM. Tricia Evans PROJ. DIR.

Date: 7/12/10

	Description	. Debite	Credit
12-1829-000000-20000-8170	VTEA : Santiago Canyon College		12,000
12-1829-050200-25121-2420	Inst Assistant - Hourly : Accounting	8,500	1
12-1829-050200-25121-3321	Medicare - Instructional : Accounting	123	
12-1829-050200-25121-3331	PARS - Instructional : Accounting	111	
12-1829-050200-25121-3431	H & W - Retiree Fund Inst : Accounting	85	
12-1829-050200-25121-3511	SUI - Instructional : Accounting	60	
12-1829-050200-25121-3611	WCI - Instructional : Accounting	187	
12-1829-602000-25121-4310	Instructional Supplies : Accounting	567	
12-1829-602000-25121-6419	Equipment/Software - >\$200 <\$1,000 : Accounting	1,000	440
12-1829-602000-25121-1483	Beyond Contr - Reassigned Time : Accounting	1,200	
12-1829-602000-25121-3115	STRS - Non-Instructional : Accounting	104	
12-1829-602000-25121-3325	Medicare - Non-Instructional : Accounting	17	
12-1829-602000-25121-3435	H & W - Retiree Fund Non-Inst : Accounting	12	
12-1829-602000-25121-3515	SUI - Non-Instructional : Accounting	8	
12-1829-602000-25121-3615	WCI - Non-Instructional : Accounting	26	
Totals for PROJECT: 1829	Accounting - SCC (0502.00)	12,000	12,000

### SPECIAL PROJECT DETAILED BUDGET # 1829 NAME: CTE IC (VTEA) - Accounting (0502.00) (Accounting & Finance Professional Development) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$5,500 - SAC CFDA #: 84.048A PROJ. ADM. Hilda Roberts PROJ. DIR. Earl Mitchell

Date: 7/15/10

Carles String	Description	Debit	Credit
12-1829-000000-10000-8170	VTEA : Santa Ana College		5,500
12-1829-050200-15115-4320	Instructional Software : Accounting	500	
12-1829-050200-15115-6414	Equipment - Software >\$1,000 : Accounting	5,000	
Totals for PROJECT: 1829	Accounting (0502.00) SPC	5,500	5,500

#### SPECIAL PROJECT DETAILED BUDGET # 1830 NAME: CTE IC (VTEA) - Drafting Technology (0953.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$61,000 CFDA #: 84.048A

PROJ. ADM. H. Roberts/C. Comeau PROJ. DIR. Craig Takahashi

Self Darie Shires a	YANSAN MARKAN AN AN DIMONTON AND AN AN AN AN AN AN	Deble*	Credit:
12-1830-000000-10000-8170	VTEA : Santa Ana College		61,000
12-1830-095300-15145-4310	Instructional Supplies : Drafting Technology	3,000	
12-1830-095300-15145-4610	Non-Instructional Supplies : Drafting Technology	180	
12-1830-095300-15145-5950	Software License and Fees : Drafting Technology	26,000	
12-1830-095300-15145-6411	Equipment - Federal Progs >200 : Drafting Technolog	30,000	
12-1830-602000-15145-1483	Beyond Contr - Reassigned Time : Drafting Technolog	1,500	
12-1830-602000-15145-3115	STRS - Non-Instructional : Drafting Technology	239	
12-1830-602000-15145-3325	Medicare - Non-Instructional : Drafting Technology	22	
12-1830-602000-15145-3435	H & W - Retiree Fund Non-Inst : Drafting Technology	15	
12-1830-602000-15145-3515	SUI - Non-Instructional : Drafting Technology	11	
12-1830-602000-15145-3615	WCI - Non-Instructional : Drafting Technology	33	
Totals for PROJECT: 1830	Drafting Technology (0953.00)	61,000	61,000

#### SPECIAL PROJECT DETAILED BUDGET # 1831 NAME: CTE IC (VTEA) - Business Management (0506.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$2,500 CFDA #: 84.048A PROJ. ADM. Tricia Evans PROJ. DIR. Tricia Evans

See Dining String 2	Description	Debite	Credit
12-1831-000000-20000-8170	VTEA : Santiago Canyon College		2,500
12-1831-050600-25125-4310	Instructional Supplies : Management	1,000	
12-1831-602000-25125-1483	Beyond Contr - Reassigned Time : Management	-	
12-1831-602000-25125-1484	Int/Sum Beynd Contr-Reassigned : Management	1,320	
12-1831-602000-25125-3115	STRS - Non-Instructional : Management	110	
12-1831-602000-25125-3325	Medicare - Non-Instructional : Management	19	
12-1831-602000-25125-3435	H & W - Retiree Fund Non-Inst : Management	13	
12-1831-602000-25125-3515	SUI - Non-Instructional : Management	9	1.1
12-1831-602000-25125-3615	WCI - Non-Instructional : Management	29	*
Totals for PROJECT: 1831	Business Management (0506.00)	2,500	2,500

#### SPECIAL PROJECT DETAILED BUDGET # 1832 NAME: CTE IC (VTEA) - Cosmetology (3007.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$1,500 CFDA #: 84.048A PROJ. ADM. Tricia Evans PROJ. DIR. Tricia Evans

		Dines	Credit
12-1832-000000-20000-8170	VTEA : Santiago Canyon College		1,500
12-1832-300700-25220-4310	Instructional Supplies : Cosmetology	1,500	
Totals for PROJECT: 1832	Cosmetology (3007.00)	1,500	1,500

#### SPECIAL PROJECT DETAILED BUDGET # 1833 NAME: CTE IC (VTEA) - Information Technology (0701.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$12,500 CFDA #: 84.048A

PROJ. ADM. Tricia Evans PROJ. DIR. Tricia Evans

Dennel Stille	Description 1	Debi	Credit
12-1833-000000-20000-8170	VTEA : Santiago Canyon College		12,500
12-1833-070100-25124-6411	Equipment - Federal Progs >200 : Computer Science	5,000	
12-1833-602000-25124-1480	Part-Time Reassigned Time : Computer Science	6,500	
12-1833-602000-25124-3115	STRS - Non-Instructional : Computer Science	652	
12-1833-602000-25124-3325	Medicare - Non-Instructional : Computer Science	94	
12-1833-602000-25124-3435	H & W - Retiree Fund Non-Inst : Computer Science	65	
12-1833-602000-25124-3515	SUI - Non-Instructional : Computer Science	46	
12-1833-602000-25124-3615	WCI - Non-Instructional : Computer Science	143	
Totals for PROJECT: 1833	Information Technology (0701.00)	12,500	12,500

#### SPECIAL PROJECT DETAILED BUDGET # 1834 NAME: CTE IC (VTEA) - Real Estate (0511.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$4,000 CFDA #: 84.048A PROJ. ADM. Tricia Evans PROJ. DIR. Tricia Evans

Date:7/13/10

Sease Databas String (A)	and the second	Dehl?	Gredita
12-1834-000000-20000-8170	VTEA : Santiago Canyon College		4,000
12-1834-051100-25240-5100	Contracted Services : Real Estate	-	
12-1834-602000-25240-1480	Part-Time Reassigned Time : Real Estate	3,455	
12-1834-602000-25240-3115	STRS - Non-Instructional : Real Estate	360	
12-1834-602000-25240-3325	Medicare - Non-Instructional : Real Estate	50	
12-1834-602000-25240-3435	H & W - Retiree Fund Non-Inst : Real Estate	35	
12-1834-602000-25240-3515	SUI - Non-Instructional : Real Estate	24	
12-1834-602000-25240-3615	WCI - Non-Instructional : Real Estate	76	
Totals for PROJECT: 1834	Real Estate (0511.00)	4,000	4,000

Page 1 of 1

#### SPECIAL PROJECT DETAILED BUDGET # 1835 NAME: CTE IC (VTEA) - Small Business & Entrepreneurship FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$27,850 CFDA #: 84.048A PROJ. ADM. H. Roberts/C. Comeau PROJ. DIR. M. Grant/G. Doolittle

Date:7/14/10

Service Defends Strings	Deteription	Dabit	Credity
12-1835-000000-10000-8170	VTEA : Santa Ana College		27,850
12-1835-050640-15170-4310	Instructional Supplies : Marketing	2,200	ŀ
12-1835-050640-15170-4610	Non-Instructional Supplies : Marketing	500	
12-1835-050640-15170-5300	Inst Dues & Memberships : Marketing	1,450	1
12-1835-050640-15170-5950	Software License and Fees : Marketing	11,000	
12-1835-050640-15170-6411	Equipment - Federal Progs >200 : Marketing	7,200	
12-1835-602000-15170-1483	Beyond Contr - Reassigned Time : Marketing	5,000	
12-1835-602000-15170-3115	STRS - Non-Instructional : Marketing	232	
12-1835-602000-15170-3325	Medicare - Non-Instructional : Marketing	73	
12-1835-602000-15170-3435	H & W - Retiree Fund Non-Inst : Marketing	50	
12-1835-602000-15170-3515	SUI - Non-Instructional : Marketing	35	
12-1835-602000-15170-3615	WCI - Non-Instructional : Marketing	110	
Totals for PROJECT: 1835	Small Business/Entrepreneurship (0506.40)	27,850	27,850

### SPECIAL PROJECT DETAILED BUDGET # 1837 NAME: CTE IC (VTEA) - Office Technology & Computer App (Non-Credit) (0514.00) (Expansion of SAC/SCE Career Technical Program) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$40,000 CFDA #: 84.048A PROJ. ADM. Nilo Lipiz PROJ. DIR. Nilo Lipiz

Date: 7/12/10

<b>NAME OF T</b>	Descriptions it	Doole	Crodity
12-1837-000000-10000-8170	VTEA : Santa Ana College		40,000
12-1837-051400-18100-1480	Part-Time Reassigned Time : Continuing Education Di	1,000	
12-1837-051400-18100-3115	STRS - Non-Instructional : Continuing Education Div	83	
12-1837-051400-18100-3325	Medicare - Non-Instructional : Continuing Education	15	
12-1837-051400-18100-3435	H & W - Retiree Fund Non-Inst : Continuing Educatio	10	
12-1837-051400-18100-3515	SUI - Non-Instructional : Continuing Education Divi	7	
12-1837-051400-18100-3615	WCI - Non-Instructional : Continuing Education Divi	22	
12-1837-051400-18200-1450	Part-Time Coordinators : SAC Continuing Ed-instruct	34,000	
12-1837-051400-18200-3115	STRS - Non-instructional : SAC Continuing Ed-Instru	3,044	
12-1837-051400-18200-3325	Medicare - Non-Instructional : SAC Continuing Ed-In	493	
12-1837-051400-18200-3435	H & W - Retiree Fund Non-Inst : SAC Continuing Ed-I	340	
12-1837-051400-18200-3515	SUI - Non-Instructional : SAC Continuing Ed-Instruc	238	
12-1837-051400-18200-3615	WCI - Non-Instructional : SAC Continuing Ed-Instruc	748	
Totals for PROJECT: 1837	Office Tech (Non-Credit) - 0514.00	40,000	40,000

#### SPECIAL PROJECT DETAILED BUDGET # 1838 NAME: CTE IC (VTEA) - Paralegal (1402.00) (Paralegal Department Software, Faculty Dev. & Curriculum) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$17,000 CFDA #: 84.048A

PROJ. ADM. Hilda Roberts PROJ. DIR. Rick Manzano

service and since of the	Destrution	Debil	Code
12-1838-000000-10000-8170	VTEA : Santa Ana College	The second second second	17,000
12-1838-140200-15175-1483	Beyond Contr - Reassigned Time : Paralegal	3,000	
12-1838-140200-15175-1484	Int/Sum Beynd Contr-Reassigned : Paralegal	2,000	
12-1838-140200-15175-3115	STRS - Non-Instructional : Paralegal	839	
12-1838-140200-15175-3325	Medicare - Non-Instructional : Paralegal	73	
12-1838-140200-15175-3435	H & W - Retiree Fund Non-Inst : Paralegal	50	
12-1838-140200-15175-3515	SUI - Non-Instructional : Paralegal	35	
12-1838-140200-15175-3615	WCI - Non-Instructional : Paralegal	110	
12-1838-140200-15175-4310	Instructional Supplies : Paralegal	1,200	
12-1838-140200-15175-6414	Equipment - Software > \$1,000 : Paralegal	4,000	
12-1838-602000-15175-1480	Part-Time Reassigned Time : Paralegal	3,000	
12-1838-602000-15175-1483	Beyond Contr - Reassigned Time : Paralegal	2,000	
12-1838-602000-15175-3115	STRS - Non-Instructional : Paralegal	425	
12-1838-602000-15175-3325	Medicare - Non-Instructional : Paralegal	73	
2-1838-602000-15175-3435	H & W - Retiree Fund Non-Inst : Paralegal	50	
2-1838-602000-15175-3515	SUI - Non-Instructional : Paralegal	35	
2-1838-602000-15175-3615	WCI - Non-Instructional : Paralegal	110	
otals for PROJECT: 1838	Paralegal (1402.00)	17,000	17,000

#### SPECIAL PROJECT DETAILED BUDGET # 1839 NAME: CTE IC (VTEA) - Welding Technology (0956.50) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$178,000 CFDA #: 84.048A PROJ. ADM. Bart Hoffman PROJ. DIR. George Moreno

Date:7/12/10

an see Danie Minute Stat	Contract Annual Description	Debalt	Criedik
12-1839-000000-10000-8170	VTEA : Santa Ana College		178,000
12-1839-095650-15756-6411	Equipment - Federal Progs >200 : Welding	178,000	
Totals for PROJECT: 1839	Welding Technology	178,000	178,000

#### SPECIAL PROJECT DETAILED BUDGET # 18xx NAME: CTE IC (VTEA) - Applied Photography (1012.00) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$10,928 CFDA #: 84.048A PROJ. ADM. Sylvia Turner PROJ. DIR. Robert Miller

Date:7/15/10

	and the state of the second lane. A second	Diblin .	- Credit
12-18xx-000000-10000-8170	VTEA : Santa Ana College		10,928
12-18xx-101200-15512-1483	Beyond Contr - Reassigned Time : Photography	2,800	
12-18xx-101200-15512-1484	Int/Sum Beynd Contr-Reassigned : Photography	-	
12-18xx-101200-15512-3115	STRS - Non-Instructional : Photography	219	
12-18xx-101200-15512-3325	Medicare - Non-Instructional : Photography	41	
12-18xx-101200-15512-3435	H & W - Retires Fund Non-Inst : Photography	28	
12-18xx-101200-15512-3515	SUI - Non-Instructional : Photography	20	
12-18xx-101200-15512-3615	WCI - Non-Instructional : Photography	62	
12-18xx-101200-15512-4310	Instructional Supplies : Photography	1	
12-18xx-101200-15512-5940	Reproduction/Printing Expenses : Photography		
12-18xx-101200-15512-6411	Equipment - Federal Progs >200 : Photography	7,758	
Totals for PROJECT: 18xx	Applied Photography (1012.00)	10,928	10,928

#### SPECIAL PROJECT DETAILED BUDGET # 18xx NAME: CTE IC (VTEA) - Desktop Publishing (0614.50) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 to 6/30/11 CONTRACT INCOME: \$74,000 CFDA #: 84.048A

PROJ. ADM. H. Roberts/C. Comeau PROJ. DIR. Michael Nguyen

Date:7/15/10

Service Datanel Stufnerty	Contraction of the state of the second of the state of th	A Doblar S	Grediter
12-18xx-000000-10000-8170	VTEA : Santa Ana College		74,000
12-18xx-061450-15120-4310	Instructional Supplies : Desktop Publishing		
12-18xx-061450-15120-5950	Software Licenses & Fees : Desktop Publishing	-	
12-18xx-061450-15120-6411	Equipment - Federal Progs >200 : Desktop Publishing	64,000	
12-18xx-061450-15120-6414	Equipment - Software >\$1,000 : Desktop Publishing	10,000	
Totals for PROJECT: 18cx	Desktop Publishing (0614.50)	74,000	74,000

#### SPECIAL PROJECT DETAILED BUDGET #1827 NAME: Perkins IV - Tech Prep Consortium FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 - 6/30/11 CONTRACT INCOME: \$139,416 Grant Agreement #: 10-139-870 PROJ. ADM. Bart Hoffman PROJ. DIR. John Kalko

Date: 7/1/10

			Gert
12-1827-000000-10000-8170	VTEA : Santa Ana College		104,954
12-1827-000000-20000-8170	VTEA : Santiago Canyon College		29,100
12-1827-000000-50000-8170	VTEA : District Operations		5,362
12-1827-190100-15205-1282	Contract Ext - Reassigned Time : Career Ed & Work D	3,114	
12-1827-190100-15205-1310	Part-Time Instructors : Career Ed & Work Dev Office	29,340	
12-1827-190100-15205-1484	Int/Sum Beynd Contr-Reassigned : Career Ed & Work D	10,567	
12-1827-190100-15205-3111	STRS - Instructional : Career Ed & Work Dev Office	2,421	
12-1827-190100-15205-3115	STRS - Non-Instructional : Career Ed & Work Dev Off	1,129	
12-1827-190100-15205-3321	Medicare - Instructional : Career Ed & Work Dev Off	425	
12-1827-190100-15205-3325	Medicare - Non-Instructional : Career Ed & Work Dev	198	
12-1827-190100-15205-3431	H & W - Retiree Fund Inst : Career Ed & Work Dev Of	293	
12-1827-190100-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed & Work De	137	
12-1827-190100-15205-3511	SUI - Instructional : Career Ed & Work Dev Office	205	
12-1827-190100-15205-3515	SUI - Non-Instructional : Career Ed & Work Dev Offi	96	
12-1827-190100-15205-3611	WCI - Instructional : Career Ed & Work Dev Office	645	
2-1827-190100-15205-3615	WCI - Non-Instructional : Career Ed & Work Dev Offi	301	
	Part-Time Reassigned Time : Career Ed & Work Dev Of		
2-1827-602000-15205-1480	- Curriculum Development (\$4,311)	4,311	
	Int/Sum Beynd Contr-Reassigned : Career Ed & Work D	9 - 1	
12-1827-602000-15205-1484	- Externship for both colleges (\$5,988)	5,988	
12-1827-602000-15205-2320	Classified Employees - Hourly : Career Ed & Work De	6,311	
12-1827-602000-15205-3115	STRS - Non-Instructional : Career Ed & Work Dev Off	850	
12-1827-602000-15205-3325	Medicare - Non-Instructional : Career Ed & Work Dev	241	
2-1827-602000-15205-3335	PARS - Non-Instructional : Career Ed & Work Dev Off	249	
2-1827-602000-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed & Work De	166	
12-1827-602000-15205-3515	SUI - Non-Instructional : Career Ed & Work Dev Offi	116	
2-1827-602000-15205-3615	WCI - Non-Instructional : Career Ed & Work Dev Offi	365	
2-1827-619000-15205-4610	Non-Instructional Supplies : Career Ed & Work Dev O	400	
	Contracted Services : Career Ed & Work Dev Office		
	- Partners (SAUSD, GGUSD, OUSD - \$7,000/each)	1	
2-1827-619000-15205-5100	- Vitaliink (\$3,000)	24,000	
2-1827-619000-15205-5880	Internet Services : Career Ed & Work Dev Office	1,500	
	Reproduction/Printing Expenses : Career Ed & Work D	.,	
	- printing flyers (\$1,000)		
	- Pathway posters (\$1,000)		
2-1827-619000-15205-5940	- Pathway brochures (\$2,000)	4,000	
2-1827-619000-15205-6411	Equipment - Federal Progs >200 : Career Ed & Work D	300	
- 142/ 010000 10000 0111	Conference Expenses : Career Ed & Work Dev Office		
·	- in-state conference (\$1,500)		
	- out-of-state conference (\$1,786)		
2-1827-675000-15205-5210	- staff dev & articulation meetings (\$4,000)	7,286	

6.1 (41)

#### SPECIAL PROJECT DETAILED BUDGET #1827 NAME: Perkins IV - Tech Prep Consortium FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 - 6/30/11 CONTRACT INCOME: \$139,416 Grant Agreement #: 10-139-870

PROJ. ADM. Bart Hoffman PROJ. DIR. John Kalko

Date: 7/1/10

	Description -	<b>Dente</b>	Credits
	Santiago Canyon College		
12-1827-050500-25123-1310	Part-Time Instructors : Business (Martin)	11,000	
12-1827-050500-25123-3111	STRS - Instructional : Business	752	
12-1827-050500-25123-3321	Medicare - Instructional : Business	160	
12-1827-050500-25123-3331	PARS - Instructional : Business	143	
12-1827-050500-25123-3431	H & W - Retiree Fund Inst : Business	110	
12-1827-050500-25123-3511	SUI - Instructional : Business	77	1
12-1827-050500-25123-3611	WCI - Instructional : Business	242	
12-1827-050600-25123-1310	Part-Time Instructors : Business (Robert Ash)	12,472	
12-1827-050600-25123-3111	STRS - Instructional : Business	1,029	
12-1827-050600-25123-3321	Medicare - Instructional : Business	181	
12-1827-050600-25123-3431	H & W - Retiree Fund Inst : Business	125	
12-1827-050600-25123-3511	SUI - Instructional : Business	87	
12-1827-050600-25123-3611	WCI - Instructional : Business	274	
12-1827-602000-25205-1483	Beyond Contr - Reassigned Time : Career Education O	2,156	
12-1827-602000-25205-3115	STRS - Non-Instructional : Career Education Office	177	
12-1827-602000-25205-3325	Medicare - Non-Instructional : Career Education Off	31	
2-1827-602000-25205-3435	H & W - Retiree Fund Non-Inst : Career Education Of	22	
2-1827-602000-25205-3515	SUI - Non-Instructional : Career Education Office	15	
2-1827-602000-25205-3615	WCI - Non-Instructional : Career Education Office	47	
2-1827-672000-50000-5865	Indirect Costs : District Operations	5,362	
Totals for PROJECT: 1827	VTEA/CTE IC-Tech Prep Consortium	139,416	139,418

#### SPECIAL PROJECT DETAILED BUDGET #3xxx NAME: Community College Open Learning initiative FISCAL YEAR 2010/2011

CONTRACT TERM: 7/1/10 - 12/31/10 CONTRACT INCOME: \$4,932 PROJ ADMIN: Carol Comeau PROJ DIR: Karen McClure Date: 7/1/10

12-3xxx-000000-50000-8891	Other Local Revenue		4,932
12-3xxx-602000-16201-1430	Part Time Instructor	4,341	
12-3xxx-602000-16201-3111	STRS - Instructional	358	and the spectrum of the second
12-3xxx-602000-16201-3321	Medicare - Instructional	63	
12-3xxx-602000-16201-3431	H & W Ret Fnd - Instructional	43	
12-3xxx-602000-16201-3511	SUI - Instructional	30	
12-3xxx-602000-16201-3611	WCI - Instructional	96	

4,932

President's Approval: Prepared by: Sarah Santoyo 6.1 (43) Board Approved: July 26, 2010 Accountant:

## SPECIAL PROJECT DETAILED BUDGET #3389 NAME: Family-Owned Business Forum FISCAL YEAR 2010/2011

CONTRACT TERM: 7/1/10 - 6/31/11 CONTRACT INCOME: \$3,000 PROJ ADMIN: Enrique Perez PROJ DIR: Kari Caldwell Date: 7/1/10

		Constant Constant	Street and
Deteted Abdount Strike	Description	Dept	OCHE
12-3389-000000-50000-8820	Sponsorships, Gifts,		6,000
12-3389-000000-50000-8891	Other Local Revenue		0
12-3389-684000-53220-4610	Non-Instructional Supplies	1,000	
12-3389-684000-53220-5100	Contracted Services	3,000	
12-3389-684000-53220-5805	Awards and Incentives	400	
12-3389-684000-53220-5940	Reproduction and Printing	1,200	
12-3389-684000-53220-5800	Advertising	400	
		6,000	6,000

6.1 (44) President's Approval: Prepared by: Sarah Santoyo

Board Approved: July 26, 2010 Accountant:

#### **SPECIAL PROJECT DETAILED BUDGET #2470** NAME: Math, Engineering and Science Achievement (MESA) Program FISCAL YEAR 2010/2011

CONTRACT TERM: 7/1/10 - 6/31/11 CONTRACT INCOME: \$50,568

PROJ ADMIN: Micki Bryant PROJ DIR: Yolanda Mugica Date: 7/1/10

		Martin Martin	agan is na siya San sa sa sa sa sa
			A BARAN
12-2470-000000-10000-8659	Other Reimb Categorical All		48,623
12-2470-000000-50000-8659	Other Reimb Categorical All		1,945
12-2470-493040-15340-2420	Inst Assistant - Hourly : M	9,009	
12-2470-493040-15340-3321	Medicare - Instructional :	131	
12-2470-493040-15340-3331	PARS - Instructional : MESA	117	
12-2470-493040-15340-3431	H & W - Retiree Fund Inst :	90	
12-2470-493040-15340-3511	SUI - Instructional : MESA	63	
12-2470-493040-15340-3611	WCI - Instructional : MESA	198	
12-2470-633000-15340-1480	Part-Time Reassigned Time :	0	
12-2470-633000-15340-2130	Classified Employees : MESA	29,772	
12-2470-633000-15340-2340	Student Assistants - Hourly	1,960	
12-2470-633000-15340-3115	STRS - Non-Instructional :	0	
12-2470-633000-15340-3215	PERS - Non-Instructional :	0	
12-2470-633000-15340-3315	OASDHI - Non-Instructional	0	
12-2470-633000-15340-3325	Medicare - Non-Instructiona	28	
2-2470-633000-15340-3335	PARS - Non-Instructional :	25	and the second s
12-2470-633000-15340-3435	H & W - Retiree Fund Non-In	20	
2-2470-633000-15340-3515	SUI - Non-Instructional : M	14	
2-2470-633000-15340-3615	WCI - Non-Instructional : M	43	
2-2470-633000-15340-3915	Other Benefits - Non-Instru	0	
2-2470-633000-15340-4210	Books, Mags & Ref Mat, Non-	2,052	
2-2470-633000-15340-4610	Non-Instructional Supplies	401	and the second second
2-2470-633000-15340-4710	Food and Food Service Suppl	838	
2-2470-633000-15340-5300	Inst Dues & Memberships : M	0	
2-2470-633000-15340-5805	Awards & Incentives : MESA	697	
	Other Student Travel Expens	2,024	
2-2470-633000-15340-5966	Transportation - Student :	0	
2-2470-675000-15340-5210	Conference Expenses : MESA	1,141	
2-2470-672000-50000-5865	Indirect Costs : District O	1,945	

**President's Approval:** Prepared by: Sarah Santoyo

6.1 (45) Board Approved: July 26, 2010 Accountant: Josefina (Jojo) Penning

#### SPECIAL PROJECT DETAILED BUDGET # 2450 NAME: Santa Ana Middle College High School FISCAL YEAR: 2010/2011

### CONTRACT PERIOD: 7/1/09 to 6/30/10 CONTRACT INCOME: \$84,604 Grant Agreement #: 10-134-005

PROJ. ADM. Sara Lundquist PROJ. DIR. Lucinda Pueblos

DATE: 7/6/10

CIV CONTRACTOR	DO FRANK AND A STATE OF TRANSPORT		GCHINA
12-2450-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College		81,350
12-2450-000000-50000-8659	Other Reimb Categorical Allow : District Operations		3,254
12-2450-490100-19100-4210	Books, Mags & Ref Mat, Non-Lib : Student Services O	32,000	
12-2450-601000-19100-4610	Non-Instructional Supplies : Student Services Offic	250	
12-2450-601000-19100-4710	Food and Food Service Supplies : Student Services O	-	
12-2450-631000-15310-1430	Part-Time Counselors : Counseling	37,384	
12-2450-691000-15310-3115	STRS - Non-Instructional : Counseling	3,101	
12-2450-631000-15310-3325	Medicare - Non-Instructional : Counseling	542	
12-2450-631000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	374	
12-2450-631000-15310-3515	SUI - Non-Instructional : Counseling	262	
12-2450-631000-15310-3615	WCI - Non-Instructional : Counseling	822	
12-2450-649000-19100-5300	Inst Dues & Memberships : Student Services Office	-	
12-2450-653000-17200-2320	Classified Employees - Hourly : Custodial	1,500	
12-2450-653000-17200-3215	PERS - Non-Instructional : Custodial	161	
12-2450-653000-17200-3315	OASDI - Non-Instructional : Custodial	93	
12-2450-653000-17200-3325	Medicare - Non-Instructional : Custodial	22	
12-2450-653000-17200-3435	H & W - Retiree Fund Non-Inst : Custodial	15	
12-2450-653000-17200-3515	SUI - Non-Instructional : Custodial	11	
12-2450-653000-17200-3615	WCI - Non-Instructional : Custodial	33	
12-2450-672000-50000-5865	Indirect Costs : District Operations	3,254	
12-2450-675000-19100-5210	Conference Expenses : Student Services Office	4,780	
	Same Ang Morilla (College		

#### SPECIAL PROJECT DETAILED BUDGET # 3750 NAME: VIETNAMESE AMERICAN TECHNICAL ASSISTANCE (VATAP) FISCAL YEAR: 2010/2011

CONTRACT PERIOD: CONTRACT INCOME: \$50,000 CFDA #: N/A PROJ. ADM. E. PEREZ PROJ. DIR. L. MOZAFFARI

	DATE		E: 07/19/10	
Datatel String	Description	Debit	Credit	
12-3750-000000-50000-8831	Contract Instructional Services - District Operations		50,000	
12-3750-672000-50000-5865	Indirect Costs : District O	1,923		
12-3750-684000-53410-2320	Classified Employees - Hour	34,560		
12-3750-684000-53410-3215	PERS - Non-Instructional :	3,698		
12-3750-684000-53410-3315	OASDHI - Non-Instructional	2,143		
12-3750-684000-53410-3325	Medicare - Non-Instructiona	501		
12-3750-684000-53410-3435	H & W - Retiree Fund Non-In	346		
12-3750-684000-53410-3515	SUI - Non-Instructional : S	242		
12-3750-684000-53410-3615	WCI - Non-Instructional : S	760		
12-3750-684000-53410-4710	Food and Food Service Suppl	800		
12-3750-684000-53410-5100	Contracted Services : Small	1,500		
12-3750-684000-53410-5800	Advertising : Small Busines	3,527		
	Total	50,000	50,000	

6.1 (47)

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Educational Services** 

To:	Board of Trustees	Date: July 26, 2010
Re:	Adoption of Resolution No. 10-18 – C (CCTR-0192)	California Department of Education
Action:	Request for Approval	

#### **BACKGROUND**

Rancho Santiago Community College District annually receives funding from the California Department of Education for the purpose of providing child care and development services for the period July 1, 2010 through June 30, 2011 in accordance with the funding terms and conditions.

#### ANALYSIS

As part of the acceptance process, the California Department of Education requires that the Board of Trustees approve an authorized representative of the district to sign the grant contract and amendments.

#### **RECOMMENDATION**

It is recommended that the board approve the resolution agreement with the California Department of Education that authorizes the Chancellor, or his designee, to sign the contract documents for the 2010/2011 fiscal year.

Fiscal Impact: none

Board Date: July 26, 2010

Prepared by: Maria Gil, Interim Resource Development Coordinator

Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services

Recommended by: John Didion, Interim Chancellor

#### RESOLUTION

This resolution is adopted to certify the approval of the Board of Trustees to enter into this contract agreement with the California Department of Education for the purpose of providing child care and development service and to authorize designated personnel to sign related contract documents for fiscal year 2010/2011.

# **RESOLUTION NO. 10-18**

BE IT RESOLVED that the Board of Trustees of <u>Rancho Santiago Community College</u> <u>District</u> authorizes entering into contract agreement number <u>CCTR-0192</u> with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents for the Board of Trustees.

NAME	TITLE	SIGNATURE
John Didion	Interim Chancellor	
Peter J. Hardash	Vice Chancellor	

PASSED AND ADOPTED THIS <u>26th</u> day of <u>July, 2010</u>, by the Board of Trustees of <u>Rancho Santiago Community College District</u> of <u>Orange</u> County, California.

I, <u>Phillip E. Yarbrough</u>, Clerk of the Board of Trustees of <u>Rancho Santiago Community</u> <u>College District</u>, of <u>Orange County</u>, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a <u>regular</u> meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

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

**Educational Services** 

То:	Board of Trustees	Date: July 26, 2010
Re:	e: Adoption of Resolution No. 10-19 – California Department of Education (CCAP-9050)	
Action:	Request for Approval	

#### BACKGROUND

Rancho Santiago Community College District received funding from the California Department of Education for the purpose of providing infant and toddler child care services for the period July 1, 2009 through June 30, 2011 in accordance with the funding terms and conditions.

### ANALYSIS

As part of the acceptance process, the California Department of Education requires that the Board of Trustees approve an authorized representative of the district to sign the grant contract and amendments.

#### **RECOMMENDATION**

It is recommended that the board approve the resolution agreement with the California Department of Education that authorizes the Chancellor, or his designee, to sign the contract documents for the 2009/2010 and 2010/2011 fiscal years.

Fiscal Impact: none	Board Date: July 26, 2010
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: John Didion, Interim Chancellor	

#### RESOLUTION

This resolution is adopted to certify the approval of the Board of Trustees to enter into this contract agreement with the California Department of Education for the purpose of providing infant and toddler child care services and to authorize designated personnel to sign related contract documents for fiscal years 2009/2010 and 2010/2011.

## **RESOLUTION NO. 10-19**

BE IT RESOLVED that the Board of Trustees of <u>Rancho Santiago Community College</u> <u>District</u> authorizes entering into contract agreement number <u>CCAP-9050</u> with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents for the Board of Trustees.

NAME	TITLE	SIGNATURE	
John Didion	Interim Chancellor	_	
Peter J. Hardash	Vice Chancellor	_	

PASSED AND ADOPTED THIS <u>26th</u> day of <u>July. 2010</u>, by the Board of Trustees of <u>Rancho Santiago Community College District</u> of <u>Orange</u> County, California.

I, <u>Phillip E. Yarbrough</u>, Clerk of the Board of Trustees of <u>Rancho Santiago Community</u> <u>College District</u>, of <u>Orange County</u>, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a <u>regular</u> meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**Educational Services** 

To:	Board of Trustees	Date: July 26, 2010
Re:	Second Amendment to Subcontract Agreement ( Central County Regional Occupational Program ( Education (CTE) Community Collaborative – We	(CCROP) for the Career Technical
Action	Request for Approval	

### BACKGROUND

In February 2010, RSCCD was awarded the *Career Technical Education (CTE) Community Collaborative- Workforce Innovation Partnership Grant*, from the California Community Colleges Chancellor's Office. RSCCD will serve as the fiscal agent and Central County Regional Occupational Program (CCROP) will implement the project.

### ANALYSIS

The subcontract agreement with Central County Regional Occupational Program has been amended to extend the Period of Performance for additional 6 months, beginning July 1, 2010, and ending December 31, 2010, and to carryover funds without additional cost to Rancho Santiago Community College District.

#### **RECOMMENDATION**

It is recommended that the amendment to the subcontract agreement be approved and that the Vice Chancellor, Business Operations/Fiscal Services, or his designee, be authorized to sign the amendment.

Fiscal Impact: none	Board Date: July 26, 2010
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: John Didion, Interim Chancellor	

#### SECOND AMENDMENT TO AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND ENTRAL COUNTY RECIONAL OCCURATIONAL PROCEAU

# **CENTRAL COUNTY REGIONAL OCCUPATIONAL PROGRAM**

THIS SECOND AMENDMENT is entered into this 26<sup>th</sup> day of July 2010 by and between Rancho Santiago Community College District, hereinafter referred to as "**RSCCD**", and Central County Regional Occupational Program, hereinafter referred to as "**CCROP**", to amend that certain Agreement between the parties which commenced on February 1, 2009 and pertains to the grant the **RSCCD** received entitled Career Technical Education Pathways Initiative – Workforce Innovation Partnership Grant (Grant No. 08-142-870) from the California Community Colleges Chancellor's Office, Economic and Workforce Development Career Technical Education Division, to implement "Project Green STEM" (hereinafter "Project") to introduce students to GIS and STEM careers in the Energy and Utilities Sector, and to develop a sequenced pathway leading to GIS Certification for 7<sup>th</sup> – 12<sup>th</sup> graders.

WHEREAS, the parties desire to extend the period of performance of the Agreement for additional 6 months, beginning February 1, 2009 through December 31, 2010.

NOW THEREFORE, it is mutually agreed as follows:

- Paragraph 1, under "Period of Performance", page 1, of the Agreement is amended to read as follows: The period of performance for this Agreement shall be from February 1, 2009 through December 31, 2010.
- 2. Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this Second Amendment, remain unchanged. All obligations of the parties that would have terminated on June 30, 2010 are hereby extended to December 31, 2010.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this SECOND Amendment to Agreement to be executed as of this 26<sup>th</sup> day of July, 2010.

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

#### CENTRAL COUNTY REGIONAL OCCUPATIONAL PROGRAM

By:		By:
Name:	Peter J. Hardash	Name:
	Vice Chancellor	
Title:	Business Operational/Fiscal Services	Title:
Date:		Date:
6.4 (	(2)	

CTE Community Collaborative (Grant No. 08-142-870 Subcontract Agreement: CCROP DO-09-006B

NO. 6.5

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

# EDUCATIONAL SERVICES

То:	Board of Trustees Date: 1	uly 26, 2010
Re:	Adoption of Revisions to Board Policy 9007 – Officers of the Board and and Board Policy 9013 – Annual Organizational Meeting	
Action:	Approval of Revisions to Board Policies	

#### BACKGROUND

The administration is proposing the attached revisions to Board Policies 9007 – Officers of the Board and 9013 – Annual Organizational Meeting. These revisions were reviewed by the Board Policy Committee on June 14, 2010 and were received for First Reading by the Board of Trustees at the June 21, 2010 meeting.

#### 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 9007 and 9013.

Fiscal Impact: None

Board Date: July 26, 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: John Didion, Interim Chancellor

25-95

# **Officers of the Board - BP9007**

#### Adopted 08/1/77 Revised July 26, 2010

Officers of the Board shall be elected at the annual organizational meeting and shall include a president, vice president, and clerk. They shall serve a term of one year. The chancellor of the district shall serve as secretary to the Board.

At the board meeting immediately prior to 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.

# **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:

- Designation 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)

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

# **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Board of Trustees** 

То:	Board of Trustees	Date: July 26, 2010
Re:	Adoption of Resolution #10-17 in Support of College Foundations	
Action:	Request for Action	

### BACKGROUND

Board President Larry Labrado advised the board at the June 23, 2010, meeting he had prepared a resolution for the board's consideration expressing appreciation and support for the college foundations. He asked the chancellor to submit it for the board's review and approval at the July 26, 2010, board meeting.

### **RECOMMENDATION**

It is recommended to adopt Resolution #10-17 in support of college foundations.

Fiscal Impact: None

Board Date: July 26, 2010

Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees

Submitted by: John Didion, Interim Chancellor

Recommended by: John Didion, Interim Chancellor

#### **RESOLUTION IN SUPPORT OF COLLEGE FOUNDATIONS**

#### **RESOLUTION NO. 10-17**

WHEREAS, the Rancho Santiago Community College District is supported by three separately state-approved 501c3 charitable organizations including the Rancho Santiago Community College Foundation, the Santa Ana College Foundation, and the Santiago Canyon College Foundation; and

WHEREAS, the Foundations have historically provided financial support toward the future endeavors of students attending Santa Ana College and Santiago Canyon College; and

WHEREAS, the Foundations receive private donations and have held many fundraising activities seeking private financial donations; and

WHEREAS, since their inception, the Foundations and their individual boards of directors have provided many charitable works and donations to the Rancho Santiago Community College District and its colleges for the benefit of students;

**THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Rancho Santiago Community College District applaud and support the fine work of the district and college foundations, their board members, and staff.

Dated this 26<sup>th</sup> day of July 2010.

Ayes: Noes: Absent: Abstain:

John Didion Assistant Secretary to the Board of Trustees

NO. <u>6.7</u>

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

То:	Board of Trustees	Board of Trustees Date: July 26, 2010			
Re:	Adoption of Board of Trustees Annual Self-Evaluation Timeline for 2010				
Action:	Request for Approval		*	•	4

# BACKGROUND

Board Policy 9022 prescribes the dates by which the Board Self-Evaluation must be completed. In order to comply with these provisions, the following timeline is being submitted for the Board's consideration.

## **RECOMMENDED TIMELINE FOR 2010**

September 27, 2010	Board approves recommendations from the Board Policy Committee regarding the self-evaluation instrument and list of designated individuals who will receive a copy of the instrument.	
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September 28, 2010 - Designated individuals provide input to the Board using the self-October 15, 2010 evaluation instrument.

October 25, 2010 Board conducts annual self-evaluation meeting

October 26, 2010 - Board members complete self-evaluation instrument. November 10, 2010

November 15, 2010 Board reviews and discusses tabulated self-evaluation results.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees adopt the 2010 self-evaluation timeline.

Fiscal Impact: None	Board Date: July 26, 2010	
Prepared by: John Didion, Interim Chancellor		
Submitted by: John Didion, Interim Chancellor		

Recommended by: Interim Chancellor

Hem 6.7

# Docket Item 6.7 – Board of Trustees Annual Self-Evaluation Timeline for 2010

# **Alternative Calendar**

October 25, 2010	Board approves recommendations from the Board Policy Committee regarding the self-evaluation instrument and list of designated individuals who will receive a copy of the instrument.
October 26, 2010 - November 3, 2010	Designated individuals provide input to the Board using the self- evaluation instrument.
November 8, 2010	Board conducts annual self-evaluation meeting (Special Board Meeting)
November 9, 2010 - November 12, 2010	Board members complete self-evaluation instrument.
November 15, 2010	Board reviews and discusses tabulated self-evaluation results