

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, May 21, 2012
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS **4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda **Action**

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of May 7, 2012 **Action**

1.6 Approval of Consent Calendar **Action**

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

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

- 1.7 Public Hearing – Intent to Enter into an Easement with AT&T for the Establishment and Maintenance of Underground Facilities at Santa Ana College
- 1.8 Public Hearing – Intent to Enter into an Easement with Southern California Edison to Establish Underground Electrical Supply and Communications Facility at Santa Ana College
- 1.9 Presentation to 2011-2012 Student Trustee

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

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

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
 - d. Professional Experts
 - e. Educational Administrator Appointments
 - (1) Dean
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

Action

- Approval of Adjusted Effective Date of Appointments
- Approval of Interim to Permanent Positions
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record

3.2 Classified Personnel

Action

- Approval of Leaves of Absence
- Approval of Voluntary Furloughs
- Ratification of Resignations/Retirements
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

3.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and Faculty Association of Rancho Santiago Community College District (FARSCCD)

Action

The administration recommends approval of the collective bargaining agreement with FARSCCD for the period of July 1, 2011, through June 30, 2013.

4.0 INSTRUCTION

- *4.1 Approval of Renewal of On-Site Associate Degree Nursing Program with St. Joseph Hospital of Orange Action
The administration recommends approval of the agreement with St. Joseph Hospital in Orange, California.
- *4.2 Approval of Renewal of Occupational Therapy, Emergency Medical Technician, Nursing, Health Sciences, Hemodialysis Technician, and Pharmacy Technician Programs Agreement – St. Joseph Hospital of Orange, With Instructor Action
The administration recommends approval of the clinical affiliation agreement renewal with St. Joseph Hospital in Orange, California.
- *4.3 Approval of Renewal of Occupational Therapy, Emergency Medical Technician, Nursing, Health Sciences, Hemodialysis Technician, and Pharmacy Technician Programs Agreement – St. Joseph Hospital of Orange, Without Instructor Action
The administration recommends approval of the clinical affiliation agreement renewal with St. Joseph Hospital in Orange, California.
- *4.4 Approval of Renewal of Nursing Program Agreement – La Amistad Family Health Center Without Instructor Action
The administration recommends approval of the clinical agreement renewal with St. Joseph Hospital in Orange, California, which operates La Amistad Family Health Center.
- *4.5 Approval of CJA Renewal Agreement – Fullerton City Police Department Action
The administration recommends approval of the contract with the Fullerton City Police Department in Fullerton, California.
- *4.6 Approval of New OTA Agreement – Paramount Unified School District Action
The administration recommends approval of the agreement with Paramount Unified School District in Paramount, California.
- *4.7 Approval of New Courses and New Programs for 2013-2014 Santa Ana College (SAC) Catalog Action
The administration recommends approval of the new courses and new programs for the 2013-2014 SAC catalog.
- *4.8 Approval of New Courses and New Programs for 2013-2014 Santiago Canyon College (SCC) Catalog Action
The administration recommends approval of the new courses and new programs for the 2013-2014 SCC catalog.

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

- *4.9 Approval of Proposed Changes to Student Health Fee at Santa Ana College and Santiago Canyon College Action
The administration recommends approval of (1) a maximum fee of \$19 per semester and \$16 for summer session for health services provided by the colleges effective fall 2012 and (2) charging the mandatory fee to all eligible students including those enrolled exclusively in online courses effective fall 2012.
- *4.10 Approval of California/Nevada Training Trust Master Cost Agreement Action
The administration recommends approval of the Master Cost Agreement with the California/Nevada Training Trust for 2012-2013 as presented.
- *4.11 Approval of JTS Services Master Cost Agreement Action
The administration recommends approval of the Master Cost Agreement with JTS Services for 2012-2013 as presented.
- *4.12 Approval of the Metropolitan Water District of Southern California Master Cost Agreement Action
The administration recommends approval of the Master Cost Agreement with the Metropolitan Water District of Southern California for 2012-2013 as presented.
- *4.13 Approval of Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC) Master Cost Agreement Action
The administration recommends approval of the Master Cost Agreement with the Electrical Training Trust JATC for 2012-2013 as presented.
- *4.14 Approval of Orange County Electrical Training Trust Master Cost Agreement Action
The administration recommends approval of the Master Cost Agreement with the Orange County Electrical Training Trust for 2012-2013 as presented.
- *4.15 Approval of Southern California Surveyors Master Service Agreement Action
The administration recommends approval of the Master Service Agreement with the Southern California Surveyors Joint Apprenticeship Training Committee for 2012-2016 as presented.
- *4.16 Approval of Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement Action
The administration recommends approval of the Master Cost Agreement with the Southwest Carpenters Training Fund and Southern California Carpentry JATC for 2012-2013 as presented.

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

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers during the month of April 2012.
- *5.3 Approval of Public Hearing – 2012-2013 Tentative Budget Action
The administration recommends approval of scheduling a public hearing on the 2012-2013 Tentative Budget on June 18, 2012.
- *5.4 Approval of Amendment No. 2 to Communications Site Lease Agreement (Building) for Nextel of California at Santa Ana College Action
The administration recommends approval of Amendment No. 2 to the Communications Site Lease Agreement (Building) for Nextel of California at SAC as presented.
- *5.5 Adoption of Resolution No. 12-28 – Authorizing the Dedication of Easement to Southern California Edison at Santa Ana College Action
The administration recommends adoption of Resolution No. 12-28 which authorizes the dedication of easement to Southern California Edison at SAC as presented.
- *5.6 Adoption of Resolution No. 12-29 – Authorizing the Dedication of Easement to AT&T California at Santa Ana College Action
The administration recommends adoption of Resolution No. 12-29 which authorizes the dedication of easement to AT&T California at SAC as presented.
- *5.7 Adoption of Resolution No. 12-27 – Plumbing for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-27 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Athletic/Aquatic complex at SCC as presented.
- *5.8 Approval of Lease Agreement with Structum, Inc Action
The administration recommends approval of the lease agreement with Structum, Inc, and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.

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

- *5.9 Approval of Lease Agreement with DishClips Action
The administration recommends approval of the lease agreement with DishClips and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.
- *5.10 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period April 8, 2012, through May 5, 2012.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- Child Development Training Consortium (SAC) *Augmentation* \$4,375
- *6.2 Approval of First Amendment to Subcontract Agreements between RSCCD and Coachella Valley Economic Partnership, Riverside City College, and East Los Angeles College Action
The administration recommends approval of the amendment to each subcontract agreement and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services or his designee to enter into related contractual agreements on behalf of the district.
- 6.3 Adoption of Resolution No. 12-30 Designating New Trustee Area Boundaries Action
The administration recommends adoption of Resolution No. 12-30 specifying new trustee area boundaries and authorization be given to the chancellor to submit all relevant maps and supporting documentation to the Orange County Registrar of Voters in order to implement the new trustee area boundaries for the November 6, 2012, election.
- 6.4 Reports from Board Committees Information
• Board Policy Committee
- 6.5 Board Member Comments Information

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on June 18, 2012.

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

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

Board of Trustees (Regular meeting)

Monday, May 7, 2012

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Dr. David Chapel, Mr. Brian Conley, Mr. John Hanna, Mr. Larry Labrado, Mr. Mark McLoughlin, and Mr. Andrew Hanson.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. John Palacio, Member, Santa Ana Board of Education.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Conley, seconded by Mr. Labrado, and carried unanimously to approve removing Item 1.9 (Public Hearing – Intent to Enter into an Easement with AT&T for the Establishment and Maintenance of Underground Facilities at Santa Ana College [SAC]) and Item 1.10 (Public Hearing – Intent to Enter into an Easement with Southern California Edison to Establish Underground Electrical Supply and Communications Facility at SAC), and approve addendums for Item 3.1 (Management/Academic Personnel) and Item 3.2 (Classified Personnel).

1.4 Public Comment

Mr. John Palacio spoke regarding Item 1.11 – Presentation on New Trustee Area Boundaries.

1.5 Approval of Minutes

It was moved by Mr. McLoughlin, seconded by Mr. Hanson, and carried unanimously to approve the minutes of the regular meeting held April 23, 2012.

1.6 Approval of Consent Calendar

It was moved by Mr. Conley, seconded by Mr. Hanson, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda), with the exception of Item 5.13 (Independent Contractor Agreement with International Consortium for Educational and Economic Development) removed from the Consent Calendar by Mr. McLoughlin.

4.1 Approval of Amendment of Permit for Use Agreement

The board approved the amendment of Permit for Use Agreement with ADCAMP, Inc., on behalf of Santa Ana College.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers during the month of March 2012.

5.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2012

The board approved the Quarterly Financial Status Report (CCFS-311Q) for period ending March 31, 2012.

5.4 Approval of Resolution No. 12-25 regarding Expenditure Transfers to Permit Payment of Obligations

The board approved the resolution regarding expenditure transfers to permit payment of obligations.

5.6 Approval of Increase of Architect Services Agreement with Westberg+White – Phase I, Package 4, New Parking Lot/Adjacent Campus Road Alignment and Package 5, West and East End of Campus Pedestrian Mall at Santa Ana College

The board approved the agreement with Westberg+White for Phase I, Package 4, new parking lot/adjacent campus road alignment and Package 5, West and East end of the campus pedestrian mall at SAC as presented.

5.7 Approval of Architect Services Agreement with Westberg+White – Phase I, Central Plant Energy Analysis/Schematic Design Phase at Santa Ana College

The board approved the agreement with Westberg+White for Phase I, central plant energy analysis/schematic design phase at SAC as presented.

- 5.8 Approval of Change Order #1 for Bid #1179 for Road Alignment/Cul-de-Sac and Parking Lot Expansion at Santa Ana College
The board approved change order #1 for Bid #1179 for road alignment/cul-de-sac and parking lot expansion at SAC as presented.
- 5.9 Approval of Notice of Completion for Bid #1163 for Santa Ana College Baseball Complex ADA Upgrades
The board approved the notice of completion for the baseball complex ADA upgrades at SAC as presented.
- 5.10 Award of Bid #1191 for Maintenance & Operations Roof at Santiago Canyon College
The board awarded Bid #1191 for the Maintenance & Operations roof at Santiago Canyon College to Letner Roofing Company as presented.
- 5.11 Approval of Additional Electrical Engineering Services to Revise Construction Documents for Security Camera Modifications for Humanities Building at Santiago Canyon College
The board approved additional electrical engineering services provided by LPA, Inc., in the amount of \$4,000 as presented.
- 5.12 Approval of Using State-Approved Hewlett Packard Authorized Resellers
The board approved using state-approved Hewlett Packard (HP) authorized resellers for the purchase of HP computer equipment, software, peripherals and related services in accordance with the terms and conditions of the WSCA Master Price Agreement #B27146 as presented.
- 6.1 Approval of First Amendment to Subcontract Agreements between RSCCD and MOMS Orange County and CHOC/Help Me Grow for Early Head Start
The board approved the amendment to each subcontract agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district.
- 6.2 Adoption of Resolution No. 12-22 – Office of Statewide Health Planning and Development – Song-Brown Registered Nurse Capitation Grant
The board adopted the resolution that authorizes the chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 6.3 Adoption of Resolution No. 12-23 – Office of Statewide Health Planning and Development – Song-Brown Registered Nurse Special Program Grant
The board adopted the resolution that authorizes the chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 1.7 Public Hearing – Child Development Center – CSEA Chapter 888 Initial Proposal to Rancho Santiago Community College District

There were no public comments.

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

There were no public comments.

1.9 This item was removed from the agenda (see Item 1.3 – Additions or Corrections to Agenda)

1.10 This item was removed from the agenda (see Item 1.3 – Additions or Corrections to Agenda)

1.11 Presentation on New Trustee Area Boundaries

Mr. Douglas Johnson, President, National Demographics Corporation (NDC), provided a presentation on the new trustee area boundaries. He explained that each district should be equal in population (NDC used a target number of 81,500 people per district) and adhere to the guidelines of the Federal Voting Rights Act. Mr. Johnson presented five different plans (Plan A, B, C, D, and E) as a beginning point.

The district held a Community Workshop on May 6, 2012, to give the public the opportunity to review and comment on revised boundaries of the trustee areas for the Rancho Santiago Community College District. As a result of the community's input at this workshop, Mr. Douglas presented six variations of Plan C. Discussion ensued and modifications of Plan C were explained. Mr. Hanna gave the board's assistant his proposed maps of revised boundaries of the trustee areas for distribution on May 8. Discussion ensued regarding numbering of the trustee areas and its relevance to the continuity of leadership in the election process. Mr. Johnson indicated the numbering of trustee areas had not been finalized.

1.12 Adoption of Resolution No. 12-26 in Honor of Classified School Employee Week – May 20-26, 2012

It was moved by Mr. Conley, seconded by Mr. Labrado, and carried unanimously to adopt Resolution No. 12-26.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

2.3 Report from Student Trustee

Mr. Andrew Hanson provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Ryan Ahari, Student Senator, Santiago Canyon College
Ms. Evelyn Sanchez, Student President, Santa Ana College

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Mr. Morrie Barembaum, Academic Senate President, Santiago Canyon College
Mr. Raymond Hicks, Academic Senate President, Santa Ana College

RECESS TO CLOSED SESSION

The board convened into closed session at 5:59 p.m. to consider the following items:

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. Educational Administrator Appointments
 - (1) Dean
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board (excluding Mr. Hanna and Mr. McLoughlin) reconvened at 6:22 p.m.

Closed Session Report

Ms Barrios reported the board discussed the aforementioned items, and no action was taken during closed session.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Appointments
- Ratify Resignations/Retirements
- Approve Additional Contract Extension Days for 2011-2012
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires

3.2 Classified Personnel

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

- Approve New Appointments
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

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, 5.3, 5.4, and 5.6 through 5.12 were approved as part of Item 1.6 (Consent Calendar).

5.5 Quarterly Investment Report as of March 31, 2012

The quarterly investment report as of March 31, 2012, was presented as information.

It was moved by Mr. Conley, seconded by Mr. Hanson, and carried to suspend the rules and hear Item 6.4 (Board Policy 9006) and Item 6.5 (Privileges for Student Trustee) at this time since Mr. McLoughlin was not in attendance.

Mr. Hanna and Mr. McLoughlin rejoined the meeting during the discussion of Item 6.4.

6.4 Adoption of Board Policy 9006

It was moved by Mr. Conley and seconded by Mr. Hanson to adopt revisions to this policy. Discussion ensued. The motion carried unanimously with a nay vote from Mr. Yarbrough.

6.5 Approval of Privileges for Student Trustee

It was moved by Ms. Barrios and seconded by Mr. Hanson to approve the following privileges for the student trustee:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters relating to student discipline;
- The privilege to receive the same compensation as the other members of the board;
- The privilege to serve on board committees.

Discussion ensued. The motion carried unanimously.

5.13 Approval of Independent Contractor Agreement with International Consortium for Educational and Economic Development (ICEED)

It was moved by Mr. Conley and seconded by Mr. Labrado to approve the independent contractor agreement with ICEED as presented. Discussion ensued. The motion carried unanimously.

6.0 GENERAL

Items 6.1 through 6.3 were approved as part of Item 1.6 (Consent Calendar). Item 6.4 (Board Policy 9006) and Item 6.5 (Privileges for Student Trustee) were heard after Item 5.5 (Quarterly Investment Report).

6.6 Adoption of Resolution No. 12-24 and Order of Biennial Trustee Election 2012 and Specifications of the Election Order

It was moved by Ms. Barrios, seconded by Mr. Hanson, and carried unanimously to approve Resolution No. 12-24 and Order of Biennial Trustee Election and Specifications of the Election Order.

6.7 Reports from Board Committees

Mr. Labrado provided a report on the May 3, 2012, Board Facilities Committee meeting.

Mr. Hanson provided a report on the May 3, 2012, Orange County Community Colleges Legislative Task Force meeting.

6.8 Board Member Comments

Mr. Hanson and Mr. Hanna congratulated Dr. Rodríguez on being elected as the Area 10 representative to the Chief Executive Officers of California Community Colleges Board.

Dr. Chapel and Mr. Yarbrough reported they recently attended the Community College League of California's Annual Trustee Conference in San Diego. Dr. Chapel gave a brief report on workshops offered and shared that he attended a workshop relating to restrictions/requirements for reporting of gifts given to trustees. He plans to give the handout to the chancellor for distribution to board members. He also attended a presentation on campaigning guidelines. Mr. Yarbrough gave a brief report on a workshop he attended on open access in the community college system. He reported he discussed redevelopment oversight, the tax base, and the governor's budget with Mr. Scott Lay.

Mr. Labrado reported he recently attended the end-of-the year celebration for SCC's College Assistance Migrant Program.

Mr. McLoughlin reported he recently attended SCC's scholarship ceremony held on May 3.

Mr. McLoughlin indicated that he is confident board members will work together to ensure the redistricting process works for everyone and board members will not rush through the process.

Mr. Hanna reported the results of the California Community College Trustees Board of Directors 2012 election. Included among those elected were the four trustees RSCCD board members voted for: Ms. Angela Acosta-Salazar, Mr. Doug Otto, Mr. Manny Ontiveros, and Mr. Chris Stampolis.

Mr. Hanna thanked Mr. Barembaum for the information relating to Board Policy 6133 (Course Prerequisites, Corequisites, and Advisories) and asked him to update the board as more information is available.

Mr. Conley gave a brief report on the California Student Aid Commission meeting he recently attended in Sacramento. He also met with Speaker of the Assembly John Pérez.

6.8 Board Member Comments – (cont.)

Mr. Yarbrough congratulated Mr. Ryan Ahari on being selected to serve as the student trustee for 2012-2013.

Board members are looking forward to the upcoming commencement services.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be on May 21, 2012.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 6:50 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: May 21, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

May 21, 2012

MANAGEMENT

Adjusted Effective Date of Appointment

Jaffray, Shelly
Dean
Humanities & Social Sciences Division
Santa Ana College

Effective: June 18, 2012
Salary Placement: B-4 \$134,323.69/Year

FACULTY

Interim to Permanent

Guerra, Maria
Master Teacher
SAC East Child Development Center
Child Development Services
District Office

Effective: May 3, 2012
Salary Placement: MT/BA-1 \$37,132/Year
(No Change)

Stipends

Francis, Jane
Professor, Math
Math & Science Division
Santiago Canyon College

Effective: April 25, 2012
Stipend Amount: \$100.00
Reason: Staff Development
Project (Title V Project)

Sakamoto, Scott
Professor, Math
Math & Science Division
Santiago Canyon College

Effective: April 25, 2012
Stipend Amount: \$100.00
Reason: Staff Development
Project (Title V Project)

Part-time Hourly Hires/Rehires

Anderson, Jennifer
Instructor, Accounting
Business Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Coleman, Rachel
Instructor, Mathematics
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
May 7, 2012

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McCallick, Mark
Instructor, Accounting
Business Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Peck, Andrew
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: May 22, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Ragadio, Ernest
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: May 22, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Non-paid Instructors of Record

Parpan, Rick
Instructor, Fire Technology (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: May 28, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
CLASSIFIED
MAY 21, 2012

CLASSIFIED

Leave of Absence

Saldana, Maria
Library Clerk/ SAC

Effective: 07/02/12 – 08/17/12
06/17/13 – 06/28/13

Reason: Non Work Days
10 Month Contract

Voluntary Furlough

Betancourt, Yuri
Student Services Coordinator/ School of
Continuing Education/SAC

Effective: 05/14/12 – 06/30/12
Grade 15, Step 6 + 4PG @ 90% FTE
\$61,621.67

Siloti, Donna
Sr. Account Clerk/ Community Services/
SCC

Effective: 07/01/12 – 06/30/13
Grade 10, Step 6 @ 75% FTE \$38,580.02

CLASSIFIED HOURLY

Leave of Absence

Bellis, Barbara
Library Tech / SCC

Effective: 08/13/12 – 08/24/12
11/19/12 – 11/23/12
12/17/12 – 01/04/13
03/25/13 – 03/29/13
05/27/13 – 06/07/13

Reason: 10 Month Contract
Non Paid Status

Nguyen, Trinity
Instructional Assistant/ Math & Science/
SCC

Effective: 05/07/12 – 07/04/12
Reason: Maternity Leave

Ratification of Resignation/Retirement

Boeglin, Kari
Sr. Clerk/ Humanities & Social
Science/SAC

Effective: May 30, 2012
Reason: Resignation

Ratification of Resignation/Retirement cont'd

Hussaini, Syed Learning Facilitator/ Math & Science/SCC	Effective: May 25, 2012 Reason: Resignation
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TEMPORARY ASSIGNMENT

Ahari, Ryan Student Board of Trustee	Effective: 06/01/12 – 05/30/13
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Higuera, Juan Career Technician/ DSPS/ SAC	Effective: 05/22/12 – 06/30/12
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Nguyen, Dao General Office Clerk/ Student Services/ SAC	Effective: 05/22/12 – 06/30/12
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Perez, Lakyshia Student Program Specialist/ Student Affairs/ SAC	Effective: 06/16/12 – 06/30/12
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Tran, Thao Instructional Assistant/ Math & Science/ SCC	Effective: 06/18/12 – 06/30/12 07/01/12 – 08/12/12
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Additional Hours for On Going Assignment

Pineda, Maribel Transfer Center Specialist/ Counseling/SAC	Effective: 05/01/12 – 06/30/12 Not to exceed 19 consecutive days in any given period.
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MISCELLANEOUS POSITIONS

Instructional Associates/Associate Assistants

Criminal Justice Gutierrez, William	Effective: 05/22/12
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COMMUNITY SERVICE PRESENTERS

Stipends Effective April 11 – May 10, 2012

Arroyo, Anabel	Amount: \$ 360.00
Bradley, Sabrina	Amount: \$ 87.00
Bradley, Sabrina	Amount: \$ 169.20
Buonanotte, Pamela	Amount: \$ 363.22
Cabrera, Juan	Amount: \$ 240.00
Clary, Ling Ling	Amount: \$ 855.00
Cons, Andrea	Amount: \$ 360.00
Crowley, Debra	Amount: \$ 227.50
Dumon, Dori	Amount: \$ 420.00
Dutton, Donald	Amount: \$ 260.00
Eyre, John	Amount: \$ 12.18
Fallgatter, Tarla	Amount: \$ 87.23
Friebert, Martin	Amount: \$ 825.00
Glicksir, Barbara	Amount: \$ 1,280.00
Gorman, Ron	Amount: \$ 619.45
Hardy, Kamillia	Amount: \$ 626.40
Hogue, Tom	Amount: \$ 1,184.40
Klabacha, Lindsey	Amount: \$ 280.00
Krusemark, Leeanne	Amount: \$ 404.58
Larsen, Jo Ellen	Amount: \$ 177.47
Mack, Karen	Amount: \$ 225.85

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective April 11 – May 10, 2012

Munoz, Jayne	Amount: \$ 260.00
Neal, Phyllis	Amount: \$ 210.00
Nguyen, Phuong	Amount: \$ 121.80
Nolasco, Jeffrey	Amount: \$ 660.00
Rivera, Rodrigo	Amount: \$ 604.83
Root, Alexa	Amount: \$ 240.00
Schindelbeck, Judy	Amount: \$ 600.00
Thurston, Dawna	Amount: \$ 810.00
Vallot, Lothar	Amount: \$ 36.54
Wu, Wendy	Amount: \$ 240.12

VOLUNTEERS

Brisco, Eddie	Effective: 05/22/12 – 06/30/12
Student Volunteer/Fine & Performing Arts/ SAC	07/01/12 – 08/31/12

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Vedel, James Kevin

Effective: 05/10/12-06/30/12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: May 21, 2012
Re:	Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the Faculty Association of Rancho Santiago Community College District	
Action:	Request for Approval	

BACKGROUND

Negotiations between the District and the Faculty Association of Rancho Santiago Community College District (FARSCCD) have been completed. A successor agreement for 2011-13 has been negotiated and was ratified by the FARSCCD on May 16, 2012. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

The fiscal implications and terms of the proposed agreement are presented on the disclosure form, which will be distributed at the board meeting.

RECOMMENDATION

It is recommended that the Board of Trustees approve the collective bargaining agreement with the Faculty Association of Rancho Santiago Community College District for the period of July 1, 2011 through June 30, 2013.

Fiscal Impact: Presented on Attached Disclosure Form	Board Date: May 21, 2012
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: Raúl Rodríguez, Ph.D., 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: Faculty Association of Rancho Santiago Community College District

The proposed agreement covers the period beginning July 1, 2011 and ending June 30, 2013
 and will be acted upon by the Governing Board at its meeting on May 21, 2012

A. Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement			
		Current Year 2011-12	Year 2 2012-13	Year 3	
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$510,854	\$376,952	N/A
				%	%
2.	Salary Schedule Increase (Decrease)	Cost (+/-)	\$0	\$315,629	N/A
		Percent		1.00%	%
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.)	Cost (+/-)	\$0	\$0	N/A
		Percent		%	%
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)	\$62,631	\$84,910	N/A
				%	%
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-)	\$0	\$319,484	N/A
		Percent		%	%
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-)	\$573,485	\$1,096,975	N/A
7.	Total Number of Represented Employees		331	323	
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-)	\$1,733	\$3,396	N/A

Please include comments and explanations as necessary: Step movement for any full-time faculty member entitled to step movement, retroactive to 7/1/11. Resume regular step and column movement for full-time faculty on 7/1/12. Provide 0.623% ranking adjustment on full-time salary schedules plus 0.377% (total 1.00%) in recognition of previous salary and benefit concessions made during 2009-10 and 2010-11.

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

Revise dates for 192-day assignments to match current practice.

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?

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

If Governor's November 2012 tax initiative passes:

One step movement for faculty who missed at least two steps between 7/1/09 and 6/30/12

Increase part-time salary schedule 2.064% effective in Spring 2013 semester

Resume step and column movement on part-time salary schedule effective in Spring 2013 semester

E. Source of Funding for Proposed Agreement

1. Current Year

Base revenue.

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

Base revenues plus unrestricted general fund income.

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

Agreement assumes revenue from tax initiative on November 2012 ballot.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

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

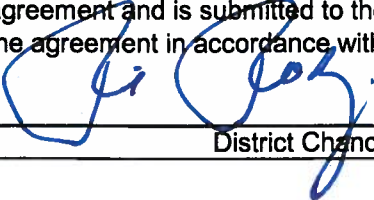
2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

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

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

G. Certification

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



 District Chancellor

5/21/12

 Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Science, Math, and Health Sciences Division**

To:	Board of Trustees	Date: May 21, 2012
Re:	Approval of Renewal of On-site Associate Degree Nursing Program with St. Joseph Hospital of Orange	
Action:	Request for Approval	

BACKGROUND

This request for Board approval is for a continuation of the partnership with St. Joseph Hospital of Orange for the Extended Campus Program of the Associate Degree Nursing Program of Santa Ana College. This program began in July, 2002 with the tenth cohort of students being admitted July, 2011. The proposed agreement extends the program to July, 2014.

ANALYSIS

This program has been extremely successful and has been recognized as a model collaborative project to increase nursing graduates. The instructional costs of the program will be split between the hospital and the college. The agreement has been reviewed and approved by college staff.

RECOMMENDATION

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

Fiscal Impact:	Shared costs for off-site program	Board Date: May 21, 2012
Prepared by:	Linda Rose, Ed.D., 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:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



Hospital On-Site Associate Degree Nursing Program Agreement

This Agreement is entered into on July 1, 2012, ("Effective Date"), by and between St. Joseph Hospital of Orange ("Hospital") and Rancho Santiago Community College District ("District").

ARTICLE I

RECITALS

1.1 Hospital. Hospital is an acute care health facility licensed by the State of California and accredited by the Joint Commission on Accreditation of Healthcare Organizations. Hospital has determined that, in light of the nursing shortage in Hospital's service area and in furtherance of its charitable purpose of assuring access to high quality medical and nursing care to patients in Hospital's service area, it is necessary for Hospital to participate in the support and funding of the herein described Program in accordance with the terms of this Agreement.

1.2 District. District is the legal entity which operates Santa Ana College, an educational institution authorized pursuant to California law to offer the Associate Degree Nursing Program described herein at hospitals for the purpose of providing education and clinical training of students ("College"). Pursuant to the terms hereof, District shall arrange for College to create an off-site campus at Hospital so that College may offer its pre-licensure Associate Degree Nursing curriculum at Hospital. Such Hospital campus designation shall occur in accordance with the terms of this Agreement and the Program Plan of Action, which is attached hereto as Attachment A and incorporated herein by reference.

1.3 Intent. District desires to offer an Associate Degree in Nursing Program ("Program") on-site at Hospital for qualified Hospital and non-Hospital personnel ("students") who successfully enroll in such Program at College. Hospital desires to support the Program as described herein.

1.4 Purpose of This Agreement. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will establish a campus and institute the Program at Hospital.

ARTICLE II

RESPONSIBILITIES OF DISTRICT

2.1 Program Curriculum. District shall require the Department of Nursing of College to make all final decisions regarding the Associate Degree Nursing curriculum in consultation with College faculty and in accordance with District policy for curricular approval. Any curriculum modifications will be reviewed and modified as needed to maintain Program outcomes and the accreditation standards of the College's Associate Degree Nursing Program. The parties agree that it is their intent that all components of the Program, didactic and clinical, be conducted at Hospital. However, to the extent necessary to fulfill the Program curriculum, District shall require that College provide a site at College's main campus and all necessary resources (equipment/supplies, etc.) for completion of any Program components which can not be completed at Hospital for any reason.

2.2 Number/Qualification of Students. District shall require College to designate and notify Hospital of the students who are enrolled and in good standing in the Program to be assigned for education and clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and District. The parties agree to give preferential placement in the Program to current employees of Hospital who otherwise meet all requirements for Program admission. District and Hospital will also mutually agree to the dates and length of the Program semesters. Students shall be admitted to the Program in accordance with District's usual and customary process. All applicants must meet academic admission requirements, maintain academic standards, and comply with all student policies throughout the Program.

2.3 Orientation/Instruction and Faculty. District shall require College to provide Program orientation to all students. District or College shall employ all faculty and instructors who will be providing instruction to students of the Program at Hospital and shall require that all instructors conduct classes in accordance with Hospital policy and procedure. The faculty and instructors for the Program shall be defined as Hospital-based District or College employees; however, control over the selection of Faculty shall be with District and College. From among its Faculty, District shall designate a Distance Program Director who shall manage the Program, and who agrees to collaborate with Hospital's Education Program Director to run the Program. District shall ensure that Faculty receive orientation related to the AD curriculum and any other necessary training.

2.4 Discipline. District shall require that College, through its instructors and faculty, apprise students of regulations, standards and responsibilities; and shall require that students conduct themselves in a professional manner. District will require College to maintain counseling and disciplinary actions including but not limited to removal from the Program.

2.5 Advising and Documentation. District shall require that College provide students with a Student Handbook and apprise them of their rights and responsibilities as students of College. Students shall receive academic and administrative advisement and support from District and College over the Internet, phone, and fax and as District deems appropriate. District shall require that College maintain all attendance and academic records of students participating in the Program. District shall further require College to implement and maintain an evaluation process of the students' progress throughout the Program. The students' academic records shall remain under the control of the College's Nursing School Department and the District in compliance with applicable law.

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

District shall require College to affirm that all students are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital.

2.7 Hospital Policies and Procedures. District shall require College to affirm that all students are aware of and understand all applicable Hospital policies and procedures; and College shall require every 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 District.

2.8 Supplies and Equipment. Except for the supplies and equipment described in Section 3.4 hereinbelow, District shall, or shall require that College, provide and be responsible for the provision, care and control of all educational supplies, materials, and equipment needed for adequate instruction during the Program.

2.9 Confidentiality. District shall require College to 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. District shall require that College ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program. Further, District shall require that College instruct students not to 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.

2.10 Accreditation. District shall require that College, at all times during the course of this Agreement, be licensed or qualified by the state of California to offer the Program to students.

2.11 Financial Assistance. District and/or College agrees to pay all costs associated with the Program at Hospital except those costs specifically agreed to by Hospital which are set forth in the Program Plan of Action in Attachment A hereto.

ARTICLE III

RESPONSIBILITIES OF HOSPITAL

3.1 Access. Hospital shall permit access to the Program to those students designated by District as eligible for participation in the Program at Hospital. Hospital agrees to provide qualified students with access to class room sites, clinical areas, training 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 Implementation of Program. Hospital agrees to cooperate with and assist in the planning and implementation of the Program at Hospital for the benefit of students from College.

3.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the CA Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.

3.4 Supplies and Equipment. Hospital shall supply all needed audio-visual equipment for the Program. Hospital shall also supply a Mini-Skills Lab for student training and shall expand its computer training capabilities to accommodate students' training needs. Such Mini-Skills Lab and computer training center shall be developed within the budget allotted for such as set forth in Attachment A hereto.

3.5 Space and Storage. In addition to clinical care opportunities, Hospital agrees to provide College with classroom space within Hospital for didactic instruction and an acceptable amount of storage space for College's instructional materials for use in the Program.

3.6 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, District understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, District and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health
SAC-12-026

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

3.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that District withdraw the student from the Hospital. District 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 District.

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

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

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

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

3.12 Financial Assistance. Hospital agrees to provide financial assistance to support the Program in accordance with "Hospital's Costs" as set forth in the Program Plan of Action in Attachment A hereto. In no event shall Hospital's costs exceed those set forth in Attachment A. College will bill Hospital for each year of operation of the Program in advance as specified in Attachment A hereto; unless this Agreement is otherwise terminated as described herein.

ARTICLE IV

TERM AND TERMINATION

4.1 Term. This Agreement shall commence as of the Effective Date and shall remain in full force and effect until June 30, 2014, unless otherwise terminated as provided herein.

4.2 Termination. Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Either party may terminate this Agreement for cause based upon a material breach by giving written notice to the other party. The notice for termination of cause shall not be effective if the breaching party cures the breach to the reasonable satisfaction of the other party within seven (7) days from receipt of notice for termination.

ARTICLE V

INDEMNIFICATION

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

INSURANCE

6.1 District Requirements. The District shall maintain, to the extent required by California law, Worker's Compensation insurance to cover all of College's and District's employees who are participating in the Program. Further, District shall maintain auto liability insurance as required by CA law, and comprehensive general liability and professional liability insurance in minimum limits of \$1 million per occurrence and \$3 million annual aggregate covering District, College and students of the Program. Alternatively with regard to students only, District may require students to maintain, at their own expense, professional liability insurance of not less than \$1 million per occurrence and \$3,000,000 annual aggregate as well as auto insurance as required by CA law. Finally, with respect to District's insurance responsibilities hereunder, District shall advise Hospital if District elects to be self-insured for its professional or general liability, vehicle liability, Workers' Compensation, and/or property exposures through an annual appropriation from the General Fund, as consistent with California Government Code Section 810.2. District shall provide Hospital with proof of the foregoing insurance

prior to commencement of the Program at Hospital and upon request. District acknowledges and agrees that any students of the Program who are also employees of the Hospital are participating in the Program voluntarily and outside of the scope of their employment. Thus, Hospital is not responsible for any actions or negligence of any students of the Program while said students are fulfilling their Program obligations. Further, none of Hospital's insurance coverages shall extend to any student.

6.2 Hospital's Requirements. Hospital shall maintain in full force and effect a self-insurance program to cover its obligations and liability under this Agreement.

ARTICLE VII

GENERAL PROVISIONS

7.1 Amendments. This Agreement may be amended, but only in writing, dated and executed by the parties' authorized representatives and attached hereto. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital to comply with its tax-exempt bond obligations and covenants, to maintain its tax-exempt status, and to qualify for tax-exempt financing.

7.2 Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

7.3 Compliance District 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 District and students of District who are training at Hospital. Hospital acknowledges that policies, procedures and handbooks are available for review by District and District's students by contacting the Compliance Officer at the Hospital. 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. This CRP requires, and District hereby agrees, that any regulatory compliance concerns be promptly reported either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (877-808-8133). Further, District 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 District 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 Entire Agreement. This Agreement contains the full and complete agreement between the parties hereto regarding the subject matter hereof and supersedes any and all previous and contemporaneous agreements whether oral or written between the parties hereto.

7.5 Jurisdiction. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Further, any action arising out of this Agreement shall be instituted and prosecuted only in a Court of proper jurisdiction in Orange County, California.

7.6 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference.

7.61 - 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.

7.7 Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

If to Hospital:

St. Joseph Hospital of Orange
P. O. Box 5600
Orange, California 92863-5600
Attn: President & CEO

If to District:

Rancho Santiago Community College District
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
Attn: Rebecca Miller

7.8 Publicity. Neither District nor Hospital shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.

7.9 Relationship of Parties. In the performance of the obligations under this Agreement, it is mutually understood and agreed that District is at all times acting and performing as an independent contractor. Nothing in this Agreement is

intended nor shall be construed to create between Hospital and District an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Also, Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any Student.

7.10 Severability. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

7.11 Waiver. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

7.12 HIPAA Compliance. District shall, and shall require that College, fully comply with all applicable regulations relating to the Health Insurance Portability and Accountability Act ("HIPAA"), as it may be amended and interpreted from time to time, in accordance with Hospital's written notification and guidance given to District, which in turn School shall notify its residents of, regarding the interpretation of such applicable regulations. Notwithstanding the foregoing, if any amendments, changes or modifications to any regulations relating to HIPAA result in any changes, such changes shall be implemented and incorporated into this Agreement by way of amendment, as provided for herein.

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

HOSPITAL

DISTRICT

By: _____
Katie Skelton, RN, CNA, BC
Vice President of Patient Care Services
Chief Nursing Officer

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

ATTACHMENT A
PROGRAM PLAN OF ACTION

BUDGET

Year One

<u>Faculty</u>	<u>Hospital Costs</u>	<u>College Costs</u>
<i>Two (2) full-time faculty are necessary to implement this project; one (1) to be funded by Santa Ana College (SAC) and one (1) to be funded for the first year by St. Joseph Hospital (SJH), with ongoing costs of this position supported by SAC.</i>	\$82,233	\$82,233*
<i>Faculty/Hourly (Skills Lab)</i>	\$6,234	-0-
Total	<u>\$88,467</u>	<u>\$82,233</u>

<u>Classified</u>	<u>Hospital Costs</u>	<u>College Costs</u>
<i>Senior Clerk</i>	<u>\$14,453</u>	<u>\$14,453</u>

Year Two

<u>Faculty</u>	<u>Hospital Costs</u>	<u>College Costs</u>
<i>Ongoing Faculty Costs</i>	-0-	\$164,466
<i>Faculty/Hourly (Skills Lab)</i>	\$6,318	-0-
Total	<u>\$6,318</u>	<u>\$164,466</u>

<u>Classified</u>	<u>Hospital Costs</u>	<u>College Costs</u>
<i>Senior Clerk</i>	<u>\$14,453</u>	<u>\$14,453</u>

TOTAL COST OVER TWO YEARS

St. Joseph Hospital	<u>\$123,691</u>
Santa Ana College	<u>\$275,605</u>

Possible salary increase up to 3% in 2013; notification will occur upon adoption.

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

To:	Board of Trustees	Date: May 21, 2012
Re:	Approval of Renewal of Occupational Therapy, Emergency Medical Technician, Nursing, Health Sciences, Hemodialysis Technician, and Pharmacy Technician Programs Agreement – St. Joseph Hospital of Orange, With Instructor	
Action:	Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with St. Joseph Hospital, 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 unless otherwise terminated by either party.

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: May 21, 2012
Prepared by:	Linda Rose, Ed.D., 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:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL TRAINING AFFILIATION AGREEMENT

(With School Instructor On Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of July 1, 2012 or the execution of the Agreement by both parties (the "Effective Date") by and between **St. Joseph Hospital of Orange** ("Hospital"), and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School").

RECITALS

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

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

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

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

AGREEMENT

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

1. RESPONSIBILITIES OF SCHOOL

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

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

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

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

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

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

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

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

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

1.10 Confidentiality. School shall instruct students and instructors who supervise students regarding confidentiality of patient information. No student or instructor shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Program(s). School shall ensure that all students and instructors maintain the confidentiality of any and all patient and

other information received in the course of the Program(s). Further, School shall ensure that students and instructors do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

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

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

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

2. RESPONSIBILITIES OF HOSPITAL

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

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

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

2.4 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22,
SAC-12-028
68041v4 updated 110310

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 and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

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

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

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

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

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

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

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term, of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

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

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

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

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

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

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument

in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

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

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

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

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

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

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

If to Hospital: St. Joseph Hospital of Orange
1100 W. Stewart Drive
Orange, CA 92863-5600
Attn: Katie Skelton, VP of Patient Care Services

If to School: Santa Ana College
1530 W. 17th Street

Santa Ana, CA 92706
Attn: Nursing Program Director

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

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

Signature page to follow.

“HOSPITAL”

By: Katie Skelton
Its: VP of Patient Care Services
Date: _____

“SCHOOL”

By: Peter J. Hardash
Its: Vice Chancellor, Business Operations/Fiscal Services
Date: _____

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

To:	Board of Trustees	Date: May 21, 2012
Re:	Approval of Renewal of Occupational Therapy, Emergency Medical Technician, Nursing, Health Sciences, Hemodialysis Technician, and Pharmacy Technician Programs Agreement – St. Joseph Hospital of Orange, Without Instructor	
Action:	Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with St. Joseph Hospital, 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 unless otherwise terminated by either party.

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: May 21, 2012
Prepared by:	Linda Rose, Ed.D., 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:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

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RECITALS

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

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

AGREEMENT

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

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

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

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

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

2. RESPONSIBILITIES OF HOSPITAL

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

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

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

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

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

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

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

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

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

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

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any

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

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

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

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

4. GENERAL PROVISIONS

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

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

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

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

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

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

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

If to Hospital: St. Joseph Hospital of Orange
1100 W. Stewart Drive
Orange, CA 92863-5600
Attn: Katie Skelton, VP of Patient Care Services

If to School: Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
Attn: Nursing Program Director

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

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

Signature page to follow.

“HOSPITAL”

By: Katie Skelton
Its: VP of Patient Care Services
Date: _____

“SCHOOL”

By: Peter J. Hardash
Its: Vice Chancellor, Business Operations/Fiscal Services
Date: _____

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

To:	Board of Trustees	Date: May 21, 2012
Re:	Approval of Renewal of Nursing Program Agreement – La Amistad Family Health Center Without 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 La Amistad Family Health Center, located in Orange, will yield appropriate clinical rotation activities for the program.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this clinical affiliation agreement renewal with St. Joseph Hospital in Orange, California, which operates La Amistad Family Health Center.

Fiscal Impact:	None	Board Date: May 21, 2012
Prepared by:	Linda Rose, Ed.D., 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:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Clinic Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of July 1, 2012 or the execution of the Agreement by both parties (the "Effective Date") by and between **St. Joseph Hospital of Orange** ("Hospital"), and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health. Hospital operates a free standing primary care medical clinic for the treatment of low income and indigent patients known as **La Amistad Family Health Center ("Clinic")**. For purposes of this Agreement, Hospital and Clinic shall be collectively referred to herein as "Hospital" even though it is agreed and understood by the parties hereto that the training programs shall take place at the Clinic.

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

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of **Nursing and Nurse Practitioner**. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

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

AGREEMENT

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

1. RESPONSIBILITIES OF SCHOOL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. RESPONSIBILITIES OF HOSPITAL

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

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

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

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

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

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

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

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

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

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

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

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

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

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any

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

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

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

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

4. GENERAL PROVISIONS

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

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

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

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

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

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

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

If to Hospital: St. Joseph Hospital of Orange
 1100 W. Stewart Dr.
 Orange, CA 92868
 Attn: Katie Skelton, VP of Patient Care Services

If to School: Santa Ana College
 1530 W. 17th Street
 Santa Ana, CA 92706
 Attn: Nursing Program Director

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

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

Signature page to follow.

St. Joseph Hospital of Orange
“HOSPITAL”

By: Katie Skelton
Its: VP of Patient Care Services
Date: _____

“SCHOOL”

By: Peter J. Hardash
Its: Vice Chancellor, Business Operations/Fiscal Services
Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Services and Technology Division

To: Board of Trustees	Date: May 21, 2012
Re: Approval of CJA Renewal Agreement – Fullerton City Police Department	
Action: Request for Approval	

BACKGROUND

Over the past seven plus years, Santa Ana College and the Fullerton City Police Department have shared in a partnership that provides quality and professional law enforcement training for their agency. The attached agreement will be used to continue the educational partnership with the listed agency. The previous agreement renewal was established in May, 2007 and needed to be revised to meet all legal requirements and because it had reached its termination date.

ANALYSIS

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This renewal agreement has been reviewed by Dean Bart Hoffman and college staff. The annual cost for this agreement is not to exceed \$6,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with the Fullerton City Police Department in Fullerton, California.

Fiscal Impact:	\$6,000/fiscal year	Board Date: May 21, 2012
Prepared by:	Linda D. Rose, Ed.D., 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:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With: FULLERTON POLICE DEPARTMENT

THIS AGREEMENT is entered into this 1st day of June, 2012

by and between the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706-1640 (District) and the **Fullerton Police Department, 237 W. Commonwealth, Fullerton, CA, 92832** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. Services - Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. Student Attendance Records. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this

Agreement. It is the District's responsibility to insure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty, courses, and the students.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 2,222 hours or \$6,000 per fiscal year.

2. The Agency shall invoice the District at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

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

5. Term. This Agreement shall be in effect for the period of **June 1, 2012** through **May 31, 2017**, unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost of the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignments. This Agreement is personal and shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations and Fiscal Services
2323 North Broadway
Santa Ana, California 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

Fullerton Police Department
237 W. Commonwealth
Fullerton, CA 92832

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

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

Agency: Fullerton Police

District: RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

Fullerton Police

1. **Teaching Approved Curriculum:** All student contact hours submitted by **Fullerton Police** to Rancho Santiago Community College District shall be part of a course of instruction that has either been approved by the college's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by **Fullerton Police** to Rancho Santiago Community College District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Criminal Justice Instructors. This expertise is furnished at the expense of **Fullerton Police**. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.

4. **Enrollment of Students:** Rancho Santiago Community College District will supply current student enrollment forms to **Fullerton Police** will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College

District and **Fullerton Police** (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses** - The following is a partial list of applicable courses for contract instruction:

Courses 2-40 hours in duration that are approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: May 21, 2012
Re: Approval of New OTA Agreement – Paramount Unified School District	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Paramount Unified School District in Paramount, California.

Fiscal Impact: None	Board Date: May 21, 2012
Prepared by: Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the February 9, 2012 by and between **Paramount Unified School District**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

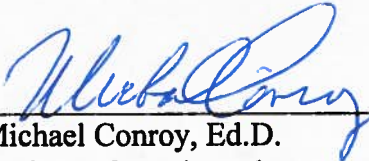
- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party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

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

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

Agency:
Paramount Unified School District
15110 S. California Avenue
Paramount, CA 90723

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



Michael Conroy, Ed.D.
Assistant Superintendent
Business Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTA ANA COLLEGE – ACADEMIC AFFAIRS**

To:	Board of Trustees	Date: May 21, 2012
Re:	Approval of New Courses and New Programs for the 2013 – 2014 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is a partial summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2012. It only includes new courses and programs through May 7, 2012 which will appear in the 2013 – 2014 catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santa Ana College. Changes are recommended to the Board of Trustees by the council that has faculty representation from each academic division as well as administrative representation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the new courses and new programs for the 2013 – 2014 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: May 21, 2012
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs, SAC	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: May 21, 2012
TO: Erlinda J. Martinez, Ed. D., President
FROM: Bonita N. Jaros, Ph.D., Chair of Curriculum & Instruction Council
RE: Proposed Revisions for 2013 – 2014 Catalog

This memorandum is a summary of the proposed changes to the college catalog from the Santa Ana College Curriculum and Instruction Council. All changes to academic policies, courses, and programs are reviewed by the division curriculum committees before action is taken by the Council.

The Curriculum & Instruction Council was chaired by Bonita Jaros, Designee, Academic Senate President. Membership included two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative and the Support Services Assistant.

The Curriculum & Instruction Council addresses the college-wide impact and changes in academic policies and monitors their acceptance by the CSU and UC systems and the Community College Chancellor's Office.

The following academic program and courses have been reviewed and are now recommended by the Curriculum and Instruction Council:

NEW COURSES

Three (3) new courses were approved because of new and/or expanded programs or major changes in the discipline. (See Attachment #1)

NEW PROGRAM

Three (3) new programs were approved. (See Attachment #1)

SANTA ANA CATALOG 2013 – 2014

NEW COURSES

SANTA ANA COLLEGE

1. Criminal Justice Academies 055D, Sheriff Special Officer Academy

CONTINUING EDUCATION

2. Vocational Construction 610, Vocational Construction Technology Module I
3. Vocational Construction 620, Vocational Construction Technology Module II

NEW PROGRAMS

SANTA ANA COLLEGE

1. Automotive Business Technology Certificate (sac.autbu.ca) (Program Outline Attached)
2. Associate in Arts Degree in Kinesiology for AA-T Degree (sac.kin.aat) (Program Outline Attached)

CONTINUING EDUCATION

3. Vocational Construction Certificate (Program Outline Attached)

PROGRAM OF STUDY

Automotive Business Technology (sac.autbu.ca) Certificate of Achievement (Transcripted)

The certificate curriculum in Automotive Business is designed to prepare the student for employment as a shop manager or automotive shop owner. The student completes automotive courses in their area of interest as well as essential business courses. Through the completion of this program a prospective owner, manager, or technician would be better aware of the business and the technical aspects of the automotive industry.

Core Courses

		Units
AUTO 002	Essentials	3
	or	
AUTO 006	Automotive Maintenance	4
BUS 100	Fundamentals of Business	3

Electives: 9 Units

Select electives from the following list

		Units
AUTO 032	Tune-Up	5
	or	
AUTO 043	Automatic Transmission Service	4
	or	
AUTO 044	Power Train Service	4
	or	
AUTO 053	Brakes	4.5
	or	
AUTO 054	Front Ends	4.5
	or	
AUTO 062	Air Conditioning and Heating	3
	or	
AUTO 072	General Automotive Engine Service	4.5
	or	
AUTO 076	Engine Repair	4.5
	or	
AUTO 080	Computer Controls	3
	or	
AUTO 081	Fuel Injection Systems	3
	or	
AUTO 082	Automotive Computer Sensors	3
	or	
AUTO 083	Automotive Lab Scopes	3
	or	
AUTO 084	OBD-II	3
	or	
AUTO 085	Basic Clean Air Car Course	5
	or	
AUTO 022	Electronics Fundamentals	5
	or	
AUTO 024	Electrical Systems	5

Electives: 3 Units

Select electives from the following list

		Units
ACCT 010	Accounting Procedures	3
	or	
BUS 170	Principles of Small Business Management	3
	or	
MKTG 113	Principles of Marketing	3
	or	
BUS 120	Principles of Management	3

Total Units

18 - 19

PID 382

PROGRAM OF STUDY

Associate of Arts in Kinesiology for Transfer A.A-T Degree for Transfer

The Associate in Arts in Kinesiology for Transfer (AA-T) prepares students to move into curriculum at a four-year institution leading to a baccalaureate degree in Kinesiology. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AA-T degree also provides guaranteed admission with junior status to the CSU system, along with priority admission to the local CSU, Fullerton, in the Kinesiology major. See page ___**___ for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AA-S) degrees. Upon completion of the AA-T in Kinesiology students will have a general understanding of the anatomy, physiology, and mechanics of human movement. Students will gain knowledge and movement-based experience which prepares them to pursue a degree in exercise science, nutrition, health promotion, sports medicine-athletic training, physical therapy, and coaching or fitness related fields.

Core Courses: 11 units		Units
KNPR 101	Introduction to Kinesiology	3
BIOL 239	General Human Anatomy	4
BIOL 249	Human Physiology	4

Movement Based Courses: 3 units required	Units
Select a maximum of one (1) course from any three (3) of the following areas for a total of three units.	

	3 - 3
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Aquatics		Units
KNAQ 201	Swimming	1
	or	
KNAQ 204	Lifesaving	1.5
	or	
KNAQ 206	Lap Swimming	1
	or	
KNAD 211	Adapted Aquatics	1
	or	
KNAC 133	Off Season Swimming	1
	or	
KNAF 160	Aqua Aerobics	1
Combatives		Units
KNAC 140	Karate	1
	or	
KNAC 155	Self-Defense	1
	or	
KNAC 185	Aikido	1
Dance		Units
DNCE 106A	Introduction to Modern Dance	1
	or	
DNCE 106B	Introduction to Modern Dance	1
	or	
DNCE 108A	Introduction to Ballet	1
	or	
DNCE 108B	Introduction to Ballet	1

	or	
DNCE 110	Beginning Mexican Folk Dance	1
	or	
DNCE 111	Intermediate Mexican Folk Dance	1
	or	
DNCE 112	Ethnic Dance	1
	or	
DNCE 113A	Flamenco Dance I	1
	or	
DNCE 113B	Flamenco Dance II	1
	or	
DNCE 115A	Introduction to Tap Dance	1
	or	
DNCE 115B	Introduction to Tap Dance	1
DNCE 116	Introduction to Intermediate Tap Styles	1
	or	
DNCE 117	Introduction to Middle Eastern Dance	1
	or	
DNCE 118	Introduction to Caribbean and Latin Dance Styles	1
	or	
DNCE 119A	Introduction to Jazz Dance	1
	or	
DNCE 119B	Introduction to Jazz Dance	1
	or	
DNCE 120	Introduction to Hip-Hop Dance	1
DNCE 121	Intermediate Hip-Hop Dance	1
	or	
DNCE 122	Commercial Jazz Dance	1
	or	
DNCE 123	Introduction to Salsa Dance	1
	or	
DNCE 124	Intermediate Salsa Dance	1
Fitness		Units
KNFI 101	Personal Fitness Evaluation	1
	or	
KNFI 102	Personal Fitness Evaluation	2
	or	
KNFI 103	Performance Evaluation for Athletes	1
	or	
KNFI 110	Circuit Training	1
	or	
KNFI 115	Cardiovascular Conditioning	1
	or	
KNFI 120	Strength Lab	1
	or	

KNFI 124	Conditioning for Athletes-Men or	1
KNFI 125	Conditioning for Football, Defense or	1
KNFI 126	Upper Body Development for Athletes or	1.5
KNFI 127	Lower Body Development for Athletes or	1.5
KNFI 128	Conditioning for Athletes-Women or	1
KNFI 145	Weight Training for Women or	1
KNFI 147	Weight Training Co-Ed or	1
KNAC 123	Personal Fitness Training or	1
KNAC 150	Hatha Yoga or	1
KNAC 170	Yoga or	1
KNAC 235	Speed and Agility or	1
KNAF 140	Walking/Jogging for Fitness or	1
KNAF 143	Extreme Fitness or	1
KNAF 144	Cross Training or	1
KNAF 146	Stabiility Ball Training for Fitness or	1
KNAF 150	Stretch, Flex and Tone or	1
KNAF 155	Aerobics or	1
KNAF 156	Cardio Boxing or	1
KNAF 157	Cardio Pump or	1
KNAF 158	Step Aerobics or	1
Individual Sports		Units
KNAC 107	Badminton or	1
KNAC 130	Golf or	1

KNAC 132	Golf-Playing Lesson	1
	or	
KNAC 134	Golf-Playing Lesson - Off Season	1
	or	
KNAC 141	Women's Tennis Off-Season Activities	1
	or	
KNAC 160	Tennis	1
	or	
KNAC 169	Wrestling	1
	or	
KNAC 171	Wrestling - Off-Season	1
	or	
KNAC 280	Track and Field	1
	or	
KNAC 281	Track and Field - Off Season	1
	or	
KNIA 203	Cross Country-Men	3
	or	
KNIA 205	Golf-Men	3
	or	
KNIA 206	Swimming-Men	3
	or	
KNIA 208	Track and Field-Men	3
	or	
KNIA 210	Wrestling-Men	3
	or	
KNIA 214	Golf-Women	3
	or	
KNIA 215	Tennis-Women	3
	or	
KNIA 217	Swimming-Women	3
	or	
KNIA 218	Track-Women	3
	or	
KNIA 219	Cross Country-Women	3
Team Sports		Units
KNAC 183	Pom Squad	1
	or	
KNAC 184	Pom Performance Squad	1
	or	
KNAC 200	Intramural Sports- Basketball	1
	or	
KNAC 202	Basketball Off Season	1
	or	
KNAC 210	Baseball	1

	or	
KNAC 211	Baseball - Off Season	1
	or	
KNAC 220	Basketball	1
	or	
KNAC 226	Water Polo	1
	or	
KNAC 227	Off Season Waterpolo	1
	or	
KNAC 231	Football Fall Camp	1
	or	
KNAC 232	Football	1
	or	
KNAC 236	Advanced Baseball Game Skills	1
	or	
KNAC 240	Advanced Basketball Skills-Men	1
	or	
KNAC 245	Advanced Basketball Skills-Women	1
	or	
KNAC 261	Soccer-Women	1
	or	
KNAC 262	Soccer-Men	1
	or	
KNAC 265	Indoor Soccer	1
	or	
KNAC 270	Softball	1
	or	
KNAC 271	Softball - Off Season	1
	or	
KNAC 290	Volleyball	1
	or	
KNAC 291	Volleyball - Off Season	1
	or	
KNAC 292	Advanced Volleyball-Women	1
	or	
KNIA 201	Baseball Men	3
	or	
KNIA 202	Basketball-Men	3
	or	
KNIA 204	Football-Men	3
	or	
KNIA 209	Water Polo-Men	3
	or	
KNIA 211	Softball-Women	3
	or	
KNIA 212	Basketball--Women	3

	or	
KNIA 213	Volleyball-Women	3
	or	
KNIA 216	Soccer-Men	3
	or	
KNIA 220	Soccer-Women	3
	or	
KNIA 221	Water Polo-Women	3

Elective Units: 7.5-9 units – Please select 2 courses from the following lists. Units

MATH 219	Statistics and Probability	4
	or	
MATH 219H	Honors Statistics and Probability	4
	or	
SOCS 219	Statistics and Probability	4
	or	
SOCS 219H	Honors Statistics and Probability	4
	or	
CHEM 210	General, Organic and Biochemistry	5
	or	
CHEM 219	General Chemistry	5
	or	
CHEM 219H	Honors General Chemistry	5
	or	
PHYS 279	College Physics I	4
	or	
PHYS 210	Principles of Physics I	4
	or	
PHYS 217	Engineering Physics I	4
	or	
KNHE 105	First Aid and Personal Safety	1.5
	and	
KNHE 107	Cardiopulmonary Resuscitation	2

Total Units 21.5 - 23

PID 356

PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS

New X Revised _____

TITLE Vocational Construction Technology Certificate
(If name is being revised, above should reflect the NEW information, AND, type the former name here: _____)

(Attach rationale)

TEXT (underline changes and strike through deletions if a revision).

This series of courses will provide students with the skills to move towards employment as an apprentice in various areas which may include: General and commercial contracting and/or property maintenance. In addition to getting hands-on instruction in construction, students will receive classroom instruction in math, Occupational Safety and Health Administration (OSHA) safety standards, and employability skills. Students will receive 5 High School elective credits upon completion of each course.

Core Courses:

Vocational Construction 610, Vocational Construction Technology Module I

Vocational Construction 620, Vocational Construction Technology Module II

Vocational Business 400, Employability Skills

APPROVED APR 23 2012

Administrator Signature Nilo Kipis Date 3-27-12
Dept. Chair (SAC SCE/OEC) Annella Bello Date 3-27-12
Dept. Chair (SAC SCE/OEC) _____ Date _____ Phone _____ Agree/Disagree _____
SAC SCE Curriculum Committee Date Henry Kim 3/19/12 College Curriculum Council Date _____
SAC/SCC Curriculum Committee Chair/Co-Chair _____ Date _____
District Curriculum Council Date _____

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title Vocational Construction Technology Certificate New X Revised _____

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This series of courses will provide students with the skills to move towards employment as an apprentice in various areas of construction which may include: General and commercial contracting and/or property maintenance. According to the Occupational Outlook Handbook, 2010-11 Edition, employment of laborers is expected to grow by 20 percent between 2008 and 2018, much faster than the average for all occupations. Also, there is expected funding for the repair and maintenance of the nation's infrastructures such as roads and buildings. The mean hourly wage for construction laborers is \$16.15 which is double the minimum wage.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College
Academic Affairs

To:	Board of Trustees	Date: May 21, 2012
Re:	Approval of New Courses and New Programs for the 2013-2014 Santiago Canyon College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is a partial summary of actions taken by the Santiago Canyon College Curriculum and Instruction Council during 2012. It only includes new courses and programs through May 14, 2012 which will appear in the 2013 – 2014 catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santiago Canyon College. Changes are recommended to the Board of Trustees by the council that has faculty representation from each academic division as well as administrative representation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the new courses and new programs for the 2013-2014 Santiago Canyon College catalog as presented.

Fiscal Impact:	None.	Board Date: May 21, 2012
Prepared by:	Aracely Mora, Ed.D., Vice President, Academic Affairs	
Submitted by:	Juan Vázquez, President	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: May 9th, 2012
TO: Juan Vázquez, President of Santiago Canyon College
FROM: Craig Rutan, Chair of the Curriculum and Instruction Council
RE: **PROPOSED NEW CURRICULA FOR THE 2013-2014 CATALOG**

The following changes to the 2013-2014 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santiago Canyon College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santiago Canyon College's CIC is chaired by Craig Rutan, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Support Services Assistant and a student representative.

Because we share our curriculum with Santa Ana College, all actions of the CIC at either college are discussed on an on-going basis with the CIC at the other college. The CIC at Santiago Canyon College is aware of and concurs with all proposed catalog changes reported by the CIC at Santa Ana College. Also, the CIC at Santa Ana College has been informed of and concurs with all proposed catalog changes initiated at Santiago Canyon College. The new curricula initiated at Santiago Canyon College for the 2013-2014 catalog are:

NEW PROGRAMS, DEGREES AND CERTIFICATES:

A total of two (2) new degrees* were added to the academic year.

NEW COURSES:

Three (3) new courses* were approved because of new and/or expanded programs or major changes in the discipline.

STAND-ALONE COURSES:

Three (3) Stand-Alone courses* were approved.

Cc: Morrie Barembaum, Academic Senate President, Santiago Canyon College
Aracely Mora, Vice-President of Academic Affairs, Santiago Canyon College
John Hernandez, Vice-President of Student Services, Santiago Canyon College
Jose Vargas, Vice-President of Continuing Education, Orange Education Center
Corine Doughty, Dean of Business and Career Technical Education, Santiago Canyon College
Ruth Babeshoff, Dean of Counseling and Student Support Services, Santiago Canyon College
John Weispfenning, Dean of Library, Arts, Humanities and Social Sciences, Santiago Canyon College
Martin Stringer, Interim Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College
Bonita Jaros, Chair of the Curriculum and Instruction Council, Santa Ana College
Monica Porter, Co-Chair of the Curriculum and Instruction Council, Santa Ana College
Erlinda Martinez, President of Santa Ana College
Raymond Hicks, Academic Senate President, Santa Ana College
Linda Rose, Vice-President of Academic Affairs, Santa Ana College
Dr. Raúl Rodríguez, Chancellor

NEW PROGRAMS, DEGREES AND CERTIFICATES

2013-2014 Catalog

Credit

Associate in Science in Business Administration for Transfer degree
Associate in Arts in English for Transfer degree

Non-Credit

None.

NEW COURSES

Credit

History	126*	United States since 1945
Water Utility Science	058*	NPDES - Regulations and Standards
Water Utility Science	066*	Backflow Devices in Water/Wastewater

Non-Credit

None.

**Denotes a Stand Alone course*



PROGRAM OF STUDY

Associate in Science in Business Administration for Transfer

The Associate in Science in Business Administration for Transfer degree provides students with a comprehensive business education in the principles and practices of all phases of business. A student graduating with an Associate in Science degree in Business for Transfer may transfer to a four-year institution to complete a Bachelor's Degree. Completion of the requirements guarantees students the ability to transfer to any CSU school in any area of business. Students will be accepted to a California State University campus to pursue a baccalaureate degree and preparation to pursue a career in the field of business, industry or government.

Major requirements for the associate in sciences for transfer degree:		Units
ACCT 101	Financial Accounting	4
ACCT 102	Managerial Accounting	4
BUS 105	Legal Environment of Business	3
ECON 120	Principles/Macro	3
ECON 121	Principles/Micro	3

Select one course from the following (List A):		Units
MATH 150	Calculus for Biological, Management and Social Sciences	4
MATH 219/219H	Statistics and Probability	4

Select two courses from the following (List B):		Units
Any course from List A (may not be a course used to satisfy the requirements of A)		4
BUS 100	Fundamentals of Business	3
	or	
BUS 222	Business Writing	3
CMPR 100	The Computer and Society	3
	or	
BUS 150	Introduction to Information Systems and Applications	3

California State University campuses have preferences on which courses should be chosen.
California State University, Fullerton prefers students take Math 150, Business 150 and Business 222.
California State University, Long Beach prefers both Math 150 and 219 and either Business 150 or Computer Science 100.
California Polytechnic University, Pomona prefers both Math 150 and 219 and Computer Science 100.
Students are advised to check with their college of choice for any other specific course information.

Total Units	27 - 28
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Program Outcomes

1. Student will transfer to a four-year institution.
2. Student will have a broad background in the fundamentals of business leading to a career in management, finance, teaching or entrepreneurship.



PROGRAM OF STUDY

Associate in Arts in English for Transfer

The Associate in Arts in English for Transfer Degree enables students to develop proficiency in written communication and in the understanding of human nature through the study of language and literature. Completion of the transfer degree in English prepares students to (1) communicate effectively, (2) exercise critical thinking and reasoning, (3) read and write to express creativity, and (4) explore the history of significant literary works. Successful completion of the transfer degree in English guarantees the student acceptance to a local California State University to pursue a baccalaureate degree in English or a related field.

Major requirements for the associate in arts degree for transfer: Units

ENGL 102/102H	Literature and Composition	4
ENGL 103/103H	Critical Thinking and Writing	4

Select two courses from the following (List A): Units

ENGL 231	Survey of English Literature	3
ENGL 232	Survey of English Literature	3
ENGL 241	Survey of American Literature 1600-1865	3
ENGL 242	Survey of American Literature, 1865-Present	3
ENGL 271	Survey of World Literature	3
ENGL 272	Survey of World Literature	3

Select one course from the following (List B): Units

An additional course from (List A) (may not be a course used to satisfy the requirements of A)		3
ENGL 211	Creative Writing I/Fiction	3
ENGL 212	Creative Writing II/Fiction	3
ENGL 214	Creative Writing I/Poetry	3
ENGL 215	Creative Writing II/Poetry	3

Select one course from the following (List C): Units

An additional course from (List A or B) (may not be a course used to satisfy the requirements of A or B)		3
ENGL 220	Survey of the Bible As Literature	3
ENGL 233A	Shakespeare's Comedies and Romances	3
ENGL 233B	Shakespeare's Tragedies and History Plays	3
ENGL 246	Survey of Chicano Literature	3
ENGL 270	Children's Literature	3
ENGL 278	Survey of Literature by Women	3

Total Units	20
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Program Outcomes

1. Students will be able to analyze and evaluate texts, written, visual, and oral, for structure, soundness, and creativity.
2. Students will be able to compose texts that focus on specific purposes for specific audiences and that demonstrate effective organization, development, grammatical precision, clarity, originality, and correct use of sources.

PID 324


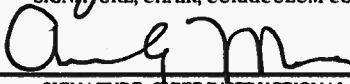
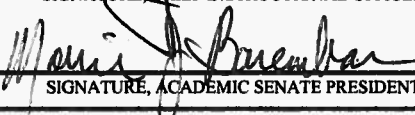
REQUIRED SIGNATURES

Associate in Science in Business

Title of Proposed Program Administration for Transfer degree College Santiago Canyon College

LOCAL CURRICULUM APPROVAL:

Changes proposed in this application have been approved by the curriculum committee and instructional administration, and all applicable requirements of Title 5 regulations have been satisfied.

<u>5/8/2012</u> DATE	<u></u> SIGNATURE, CHAIR, CURRICULUM COMMITTEE	<u>Craig Rutan</u> TYPED OR PRINTED NAME
<u>5/9/2012</u> DATE	<u></u> SIGNATURE, CHIEF INSTRUCTIONAL OFFICER	<u>Aracely Mora</u> TYPED OR PRINTED NAME
<u>5/13/2012</u> DATE	<u></u> SIGNATURE, ACADEMIC SENATE PRESIDENT	<u>Morrie Barembaum</u> TYPED OR PRINTED NAME

CAREER TECHNICAL EDUCATION ONLY:

Program fulfills the requirements of employers in the occupation, provides students with appropriate occupational competencies, and meets any relevant professional or licensing standards.

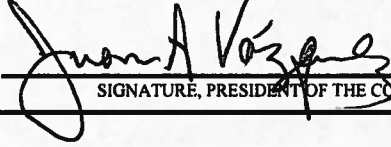
_____ DATE	_____ SIGNATURE, ADMINISTRATOR OF CTE	_____ TYPED OR PRINTED NAME
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Changes proposed in this application been reviewed by the Career Technical Education Regional Consortium, and approval was recommended on _____ (date).

_____ DATE	_____ SIGNATURE, CHAIR, REGIONAL CONSORTIUM	_____ TYPED OR PRINTED NAME
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COLLEGE PRESIDENT:

All provisions of Title 5, Section 55130 have been considered. All factors, taken as a whole, support establishment and maintenance of the proposed changes to an existing, approved program.

<u>5/10/12</u> DATE	<u></u> SIGNATURE, PRESIDENT OF THE COLLEGE	<u>Juan Vázquez</u> TYPED OR PRINTED NAME
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DISTRICT APPROVAL (check one):

On May 21st, 2012 (date), the governing board of the Rancho Santiago Community College District approved the proposed changes to this existing program attached to this request.

The governing board has delegated to me the authority to approve substantial changes to existing programs, and I have approved the associate degree or certificate attached to this request.

_____ DATE	_____ SIGNATURE, SUPERINTENDENT/CHANCELLOR OF DISTRICT	<u>Raúl Rodriguez, Ph. D.</u> TYPED OR PRINTED NAME
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Please retain the original signature page for your records and upload a scan of the signature page as an attachment.

REQUIRED SIGNATURES

Title of Proposed Program Associate in Arts in English for Transfer degree College Santiago Canyon College

LOCAL CURRICULUM APPROVAL:

Changes proposed in this application have been approved by the curriculum committee and instructional administration, and all applicable requirements of Title 5 regulations have been satisfied.

<u>5/8/2012</u> DATE	<u></u> SIGNATURE, CHAIR, CURRICULUM COMMITTEE	<u>Craig Rutan</u> TYPED OR PRINTED NAME
<u>5/8/2012</u> DATE	<u></u> SIGNATURE, CHIEF INSTRUCTIONAL OFFICER	<u>Aracely Mora</u> TYPED OR PRINTED NAME
<u>5/8/2012</u> DATE	<u></u> SIGNATURE, ACADEMIC SENATE PRESIDENT	<u>Morrie Barembaum</u> TYPED OR PRINTED NAME

CAREER TECHNICAL EDUCATION ONLY:

Program fulfills the requirements of employers in the occupation, provides students with appropriate occupational competencies, and meets any relevant professional or licensing standards.

_____	_____	_____
DATE	SIGNATURE, ADMINISTRATOR OF CTE	TYPED OR PRINTED NAME

Changes proposed in this application been reviewed by the Career Technical Education Regional Consortium, and approval was recommended on _____ (date).

_____	_____	_____
DATE	SIGNATURE, CHAIR, REGIONAL CONSORTIUM	TYPED OR PRINTED NAME

COLLEGE PRESIDENT:

All provisions of Title 5, Section 55130 have been considered. All factors, taken as a whole, support establishment and maintenance of the proposed changes to an existing, approved program.

<u>5/10/12</u> DATE	<u></u> SIGNATURE, PRESIDENT OF THE COLLEGE	<u>Juan Vázquez</u> TYPED OR PRINTED NAME
------------------------	---	--

DISTRICT APPROVAL (check one):

On May 21st, 2012 (date), the governing board of the Rancho Santiago Community College District approved the proposed changes to this existing program attached to this request.

The governing board has delegated to me the authority to approve substantial changes to existing programs, and I have approved the associate degree or certificate attached to this request.

_____	_____	<u>Raúl Rodríguez, Ph. D.</u>
DATE	SIGNATURE, SUPERINTENDENT/CHANCELLOR OF DISTRICT	TYPED OR PRINTED NAME

Please retain the original signature page for your records and upload a scan of the signature page as an attachment.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon and Santa Ana College - Student Services

To: Board of Trustees	Date: May 21, 2012
Re: Approval of Proposed Changes to Student Health Fee at SAC and SCC	
Action: Request for Approval	

BACKGROUND

Education Code section 76355 authorizes community college districts to charge a fee for health supervision and health services. The governing board of a district may increase the health fee by the same percentage increase as the Implicit Price Deflator for State and Local Government Purchase of Goods and Services. Whenever the calculation produces an increase of one dollar (\$1) above the existing fee, the fee may be increased by one dollar (\$1).

ANALYSIS

The California Community College Chancellor's Office issued the attached memo dated April 3, 2012 indicating that the Implicit Price Deflator Index has increased sufficiently since the last fee increase to support a one-dollar increase in the student health fee. The district currently charges students \$18 per semester and \$15 for summer session. The only health fee exemptions (Ed Code 76355) include: (1) any students who depends exclusively upon prayer for healing in accordance with the teachings of a bona fide religious sect, denomination, or organization; and (2) any student enrolled in an approved Apprenticeship Program. Health & Wellness Centers provide all students with access to on-campus health/medical care for acute illnesses, injuries and psychological counseling services. Medical and psychological health-care is provided by registered nurses, physicians, psychological interns and psychologists.

Financial support for health services is derived from the mandatory student health fee (including staff salaries & benefits). The one-dollar increase in the health fee for SAC and SCC students will insure that we continue to provide quality health services to our student population. Student governments at both colleges support the recommended fee increase.

RECOMMENDATION

It is recommended that the Board of Trustees (1) approve a maximum fee of \$19 per semester and \$16 for summer session for health services provided by the colleges, effective fall 2012 and (2) charge the mandatory fee to all eligible students including those enrolled exclusively in online courses, effective fall 2012.

Fiscal Impact: \$83,475 Revenue	Board Date: May 21, 2012
Prepared by: Sara Lundquist, Ph.D., Vice President of Student Services, SAC John Hernandez, Ph.D., Vice President of Student Services, SCC	
Submitted by: Erlinda J. Martinez, Ed.D., President, SAC Juan Vázquez, President, SCC	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET
SACRAMENTO, CA 95811-6549
(916) 445-8752
<http://www.cccco.edu>



Memorandum

April 3, 2012

**Fiscal Services Memo 12-01
Via E-mail Only**

To: Chief Business Officers
Chief Student Services Officers
Health Services Program Directors
Financial Aid Officers
Admissions and Records Officers

From: Frederick E. Harris, Assistant Vice Chancellor
College Finance and Facilities Planning

Subject: Student Health Fee

Education Code Section 76355 provides the governing board of a community college district the option of increasing the student health services fee by the same percentage as the increase in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services. Whenever that calculation produces an increase of one dollar above the existing fee, the fee may be increased by \$1.00.

Based on calculations by the Financial, Economic, and Demographic Unit in the Department of Finance, the Implicit Price Deflator Index has now increased enough since the last fee increase of 2011 to support a one dollar increase in the student health fees. Effective with the Summer Session of 2012, districts may begin charging a maximum fee of \$19.00 per semester, \$16.00 for summer session, \$16.00 for each intersession of at least four weeks, or \$16.00 for each quarter.

For part-time students, the governing board shall decide the amount of the fee, if any, that the student is required to pay. The governing board may decide whether the fee shall be mandatory or optional.

The governing board operating a health services program must have rules that exempt the following students from any health services fee:

- Students who depend exclusively upon prayer for healing in accordance with the teachings of a bona fide religious sect, denomination, or organization.
- Students who are attending a community college under an approved apprenticeship training program.

All fees collected pursuant to this section shall be deposited in the Student Health Fee Account in the Restricted General Fund of the district. These fees shall be expended only to provide health services as specified in regulations adopted by the board of governors. Allowable expenditures include health supervision and services, including direct or indirect medical and hospitalization services, or the operation of a student health center or centers, or both. Allowable expenditures exclude athletic-related salaries, services, insurance, insurance deductibles, or any other expense that is not available to all students. No student shall be denied a service supported by student health fee on account of participation in athletic programs.

If you have any questions about the fee increase, please contact Michael Yarber at 916.327.6818 or myarber@cccco.edu.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: May 21, 2012
Re: Approval of California/Nevada Training Trust Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with California/Nevada Training Trust Joint Apprenticeship and Training Committee. The California/Nevada Training Trust is a formal training program for students. The purpose for these programs is to provide entry to journey level skills training to the California/Nevada Training Trust Joint Apprenticeship and Training Committee workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degree in Power Lineman.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

RECOMMENDATION

It is recommended that the Board approve the Master Cost Agreement with the California/Nevada Training Trust for 2012-2013 as presented.

Fiscal Impact: Approximately, \$14,000 to RSCCD-SCC.	Board Date: May 21, 2012
The RSCCD-SCC shall pay California/Nevada Training Trust an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$80,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education	
Submitted by: Juan A. Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA/NEVADA TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2012, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and
the CALIFORNIA/NEVADA TRAINING TRUST, hereinafter referred to as CAL/NEVA:

WITNESSETH:

It is the intent of RSCCD and CAL/NEVA to enter into an agreement whereby RSCCD will reimburse CAL/NEVA for all instructional materials and curriculum development used by and for RSCCD indentured power linemen apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice power lineman in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, CAL/NEVA is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and CAL/NEVA desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice power linemen duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and CAL/NEVA's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the CAL/NEVA under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by CAL/NEVA.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF CAL/NEVA

A. Instruction and Curriculum

1. CAL/NEVA shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. CAL/NEVA shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. CAL/NEVA shall provide clerical support to maintain training records.
4. CAL/NEVA instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.

5. CAL/NEVA shall provide funds for and administer one (1) instructor workshop annually.
6. CAL/NEVA shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

1. CAL/NEVA shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, CAL/NEVA will be responsible for the maintenance of these facilities.
2. CAL/NEVA shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. CAL/NEVA shall provide instructional supplies and materials.

ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2012) and will continue until the end of the fiscal year (June 30, 2013), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by CAL/NEVA and performing services for their training committee shall be solely employees of CAL/NEVA. CAL/NEVA will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay CAL/NEVA an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the California/Nevada Training Trust, 9846 Limonite Ave., Riverside, CA 92509, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
Apprenticeship Office
8045 E. Chapman Avenue
Orange, CA 92869
ATTN: Director

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services
c/o Contracts Specialist

To CAL/NEVA: California/Nevada Training Trust
9846 Limonite Ave.
Riverside, CA 92509
ATTN: Director

5. 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.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.

- b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide CAL/NEVA with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

CALIFORNIA/NEVADA TRAINING TRUST

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Bob Bass
Director
Date: 2-2-12

Approved by Governing Board:

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College – Business & Career Technical Education

To: Board of Trustees	Date: May 21, 2012
Re: Approval of JTS Services Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with JTS Services. Cosmetology is one of the apprenticeship programs the college offers students in preparation for the California Department of Consumer Affairs, Board of Barbering and Cosmetology license. At the conclusion of the apprenticeship program, students receive a Certificate of Achievement in Cosmetology making them eligible for state licensure.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplemental Instruction (RSI) formula.

RECOMMENDATION

It is recommended that the Board approve the Master Cost Agreement with JTS Services for 2012-2013 as presented.

Fiscal Impact: Approximately, \$7500 to RSCCD-SCC.	Board Date: May 21, 2012
RSCCD-SCC shall pay JTS Services an amount equal to seventy-five percent (75%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$30,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education	
Submitted by: Juan A. Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
JTS SERVICES TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2012, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the JTS SERVICES, hereinafter referred to as JTS:

WITNESSETH:

It is the intent of RSCCD and JTS to enter into an agreement whereby RSCCD will reimburse JTS for all instructional materials and curriculum development used by and for RSCCD indentured cosmetology apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the cosmetology apprentice in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, JTS has established a "unilateral apprenticeship training committee" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and JTS desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for cosmetology apprentices duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and JTS's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the JTS under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished JTS
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF JTS

A. Instruction and Curriculum

1. JTS shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. JTS shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. JTS shall provide clerical support to maintain training records.
4. JTS instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
5. JTS shall provide funds for and administer one (1) instructor workshop annually.

6. JTS shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

1. JTS shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, JTS will be responsible for the maintenance of these facilities.
2. JTS shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. JTS shall provide instructional supplies and materials.

ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2012) and will continue until the end of the fiscal year (June 30, 2013), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by JTS and performing services for their training committee shall be solely employees of JTS. JTS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay JTS an amount equal to seventy-five percent (75%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the JTS Services, 1905 E. 17th St., #316, Santa Ana, CA, 92705, within sixty (60) days of receipt of final positive attendance hours and grades each semester.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
 Apprenticeship Office
 8045 E. Chapman Avenue
 Orange, CA 92869
 ATTN: Director

With a Copy to: Rancho Santiago Community College District
 2323 North Broadway
 Santa Ana, CA 92706
 ATTN: Vice Chancellor
 Business Operations/Fiscal Services
 c/o Contracts Specialist

To JTS: JTS Services
 1905 E. 17th St., #316
 Santa Ana, CA 92705
 ATTN: Committee Chair

5. 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.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.

- b. Non-performance of the terms of this Agreement.
- 9. RSCCD agrees to provide JTS with records indicating attendance, income and expenditure data.
- 10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

JTS SERVICES

Peter J. Hardash *cd*
Vice Chancellor
Committee
Business Operations/Fiscal Services

John Sanders
John Sanders
Chair, Cosmetology Apprenticeship

Date: 01-26-12

Approved by Governing Board:

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: May 21, 2012
Re: Approval of The Metropolitan Water District of Southern California Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Metropolitan Water District (MWD) Joint Apprenticeship & Training Committee (JATC). Metropolitan's Apprenticeship Mechanical and Electrical Operations Technician Programs are formal structured training programs developed by MWD in collaboration with Santiago Canyon College. The purpose for these programs is to provide entry to journey level skills training to Metropolitan's workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Maintenance Mechanic Levels I & II.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

RECOMMENDATION

It is recommended that the Board approve the Master Cost Agreement with the Metropolitan Water District of Southern California for 2012-2013 as presented.

Fiscal Impact: Approximately, \$5000 to RSCCD-SCC.	Board Date: May 21, 2012
The RSCCD-SCC shall pay the Metropolitan Water District an amount equal to seventy-five percent (75%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$15,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education	
Submitted by: Juan A. Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

This Agreement, made and entered into this 1st day of July, 2012, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, hereinafter referred to as MWD:

WITNESSETH:

It is the intent of RSCCD and MWD to enter into an agreement whereby RSCCD will reimburse MWD for instructional materials and curriculum development used by and for RSCCD indentured maintenance mechanic apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice maintenance mechanic in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, MWD has established a "joint apprenticeship training committee" (JATC) and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

Whereas, RSCCD and MWD desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice maintenance mechanics duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and MWD's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the MWD under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the activities of the instructional staff furnished by MWD.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.
5. RSCCD will be responsible to secure related instruction funding for this program.

ARTICLE III - RESPONSIBILITIES OF MWD

A. Instruction and Curriculum

1. MWD shall provide instructor manuals and other teaching aids necessary to instruct the classes.
2. MWD shall monitor the students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and the State of California.
3. MWD shall provide clerical support to maintain training records.

4. MWD instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
5. MWD shall provide funds for and administer one (1) instructor workshop annually.
6. MWD shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors. They will assist the instructors in the restoring of the shop areas to a neat and orderly condition and in the return of tools, equipment and surplus materials to the proper storage areas after classes.

B. Facilities, Equipment and Supplies

1. MWD shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, MWD will be responsible for the maintenance of these facilities.
2. MWD shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. MWD shall provide instructional supplies and materials.

ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2012) and will continue until the end of the fiscal year (June 30, 2013) unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by MWD and performing services for MWD shall be solely employees of MWD and not employees of RSCCD. MWD shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay MWD an amount equal to seventy-five percent (75%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Metropolitan Water District, 700 N. Alameda St., Los Angeles, California, 90012, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.

- D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
Apprenticeship Office
8045 E. Chapman Avenue
Orange, CA 92869
ATTN: Director

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
 Business Operations/Fiscal Services
 c/o Contracts Specialist

To MWDJATC: Metropolitan Water District
Apprenticeship Program
33752 Newport Road
Winchester, California, 92596
ATTN: Coordinator

- E. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- F. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

- G. This Agreement and the rights and duties there under shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - 1. Emergency conditions resulting from acts of God.
 - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide MWD with monthly accumulative reports indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

Peter J. Hardash *cd*
Vice Chancellor,
Business Operations/Fiscal Services

James F. Green

James F. Green
Group Manager, Water System Operations

Date: 2/27/12

Approved by Governing Board

APPROVED AS TO FORM:

Date: _____

Marcia L. Scully

Marcia L. Scully, Interim General Counsel

Date: 2/27/12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: May 21, 2012
Re: Approval of Operating Engineers Training Trust JATC Master Cost Agreement	
Action: Request Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC). The Operating Engineers Training Trust JATC is a formal training program for the heavy-duty repairers, heavy equipment operators, and plant equipment/rock, sand and gravel and special inspector engineer students. The purpose for these programs is to provide entry to journey level skills training to the Operating Engineers Training Trust JATC workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Heavy-Duty Repairers, Heavy Equipment Operators, Plant Equipment/Rock, Sand and Gravel and Special Inspector Engineer.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

RECOMMENDATION

It is recommended that the Board approve the Master Cost Agreement with the Electrical Training Trust Joint Apprenticeship and Training Committee for 2012-2013 as presented.

Fiscal Impact:	Board Date: May 21, 2012
RSCCD-SCC shall pay Operating Engineers Training Trust Joint Apprenticeship and Training Committee an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$89,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education	
Submitted by: Juan A. Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
OPERATING ENGINEERS TRAINING TRUST JATC**

This Agreement, made and entered into this 1st day of July, 2012, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the OPERATING ENGINEERS TRAINING TRUST JATC, hereinafter referred to as OETTJATC:

WITNESSETH:

It is the intent of RSCCD and OETTJATC to enter into an agreement whereby RSCCD will reimburse OETTJATC for all instructional materials and curriculum development used by and for RSCCD indentured operating engineer apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice operating engineers in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, OETTJATC is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and OETTJATC desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD provide courses in related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. RSCCD shall arrange for utilizing the instructional staff employed by the OETTJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by OETTJATC.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF OETTJATC

A. Instruction and Curriculum

1. OETTJATC will conduct classes and related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. OETTJATC will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD curriculum and the OETTJATC training committee standards.
3. OETTJATC shall provide manuals, instructional supplies, and other teaching aids necessary to instruct classes.
4. OETTJATC shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
5. OETTJATC shall provide clerical support to maintain training records.
6. OETTJATC instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any

training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.

7. OETTJATC shall provide funds for and administer one (1) instructor workshop annually.
8. OETTJATC shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

1. OETTJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, OETTJATC will be responsible for the maintenance of these facilities.
2. OETTJATC shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. OETTJATC shall provide instructional supplies and materials.

ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2012) and will continue until the end of the fiscal year (June 30, 2013), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OETTJATC and performing services for their training committee shall be solely employees of OETTJATC. OETTJATC will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OETTJATC an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Operating Engineers JATC, 2190 S. Pellissier Pl., Whittier, CA, 90601, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may

change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
 Apprenticeship Office
 8045 E. Chapman Avenue
 Orange, CA 92869
 ATTN: Director

With a Copy to: Rancho Santiago Community College District
 2323 North Broadway
 Santa Ana, CA 92706
 ATTN: Vice Chancellor
 Business Operations/Fiscal Services
 c/o Contracts Specialist

To OETTJATC: Operating Engineers JATC
 2190 S. Pellissier Pl.
 Whittier, CA 90601
 ATTN: Administrator

5. 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.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.

8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.
 - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide OETTJATC with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

OPERATING ENGINEERS JATC

Peter J. Hardash *cd*
Vice Chancellor
Business Operations/Fiscal Services
Approved by Governing Board:

Bert W. Tolbert

Bert Tolbert

Date: JAN 30 2012

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: May 21, 2012
Re: Approval of the Orange County Electrical Training Trust Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with Orange County Electrical Training Trust (OCETT), Joint Apprenticeship and Training Committee (JATC). The Orange County Electrical Training Trust is a formal training program for the electrical, transportation and telecommunication students. The purpose for these programs is to provide entry to journey level skills training to the Orange County Electrical Training Trust workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Electrical-Industrial, Transportation, Power Lineman, Sound Installer and Sound Technician.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

RECOMMENDATION

It is recommended that the Board approve the Master Cost Agreement with the Orange County Electrical Training Trust for 2012-2013 as presented.

Fiscal Impact: Approximately \$21,000 to RSCCD-SCC.	Board Date: May 21, 2012
RSCCD-SCC shall pay Orange County Electrical Training Trust (OCETT) an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$115,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education	
Submitted by: Juan A. Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
ORANGE COUNTY ELECTRICAL TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2012, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the ORANGE COUNTY ELECTRICAL TRAINING TRUST, hereinafter referred to as OCETT:

WITNESSETH:

It is the intent of RSCCD and OCETT to enter into an agreement whereby RSCCD will reimburse OCETT for instructional materials and curriculum development used by and for RSCCD indentured electrical apprentices and electrical trainees.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplement instruction for the apprentice electrician and electrical trainee in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, OCETT is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and OCETT desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of SCC 12-005

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice electricians and electrical trainees duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and OCETT's Training Standards.
2. RSCCD shall arrange for utilizing the instructional staff employed by OCETT under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by OCETT.
3. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF OCETT

A. Instruction and Curriculum

1. OCETT shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. OCETT shall monitor the students, maintain records of work experience and be responsible for student evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. OCETT shall provide clerical support to maintain training records.
4. OCETT instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses or college credit electrical trainee courses.

5. OCETT shall provide funds for and administer one (1) instructor workshop annually.
6. OCETT shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

1. OCETT shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, OCETT will be responsible for the maintenance of these facilities.
2. OCETT shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. OCETT shall provide instructional supplies and materials.

ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2012) and will continue until the end of the fiscal year (June 30, 2013), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OCETT and performing services for their training committee shall be solely employees of OCETT. OCETT will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OCETT an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Orange County Electrical Training Trust, 717 S. Lyon St., Santa Ana, CA 92705, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
Apprenticeship Office
8045 E. Chapman Avenue
Orange, CA 92869
ATTN: Director

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services
c/o Contracts Specialist

To OCETT: Orange County Electrical Training Trust
717 S. Lyon St.
Santa Ana, CA 92705
ATTN: Coordinator

5. 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.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.
 - b. Non-performance of the terms of this Agreement.

9. RSCCD agrees to provide OCETT with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

ORANGE COUNTY ELECTRICAL
TRAINING TRUST

Peter J. Hardash *col*
Vice Chancellor
Business Operations/Fiscal Services

David A. R
David Lawhorn
Coordinator

Approved by Governing Board:

Date: _____

Date: 2/21/2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: May 21, 2012
Re: Approval of the Southern California Surveyors Master Service Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with Southern California Surveyors Joint Apprenticeship Training Committee. Southern California Surveyors (SCS) is a formal training program for students. The purpose for these programs is to provide entry to journey level skills training to SCS workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degree in Chainman and Chief of Party.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

RECOMMENDATION

It is recommended that the Board approve the Master Service Agreement with the Southern California Surveyors Joint Apprenticeship Training Committee for 2012-2016 as presented.

Fiscal Impact: Approximately, \$2700 to RSCCD-SCC.	Board Date: May 21, 2012
The RSCCD-SCC shall pay Southern California Surveyors Joint Apprenticeship Training Committee an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$20,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education	
Submitted by: Juan A. Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

MASTER SERVICE AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SOUTHERN CALIFORNIA SURVEYORS**

This Agreement, made and entered into this 1st day of July, 2012, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD,
and the SOUTHERN CALIFORNIA SURVEYORS, hereinafter referred to as SCS:

WITNESSETH:

It is the intent of RSCCD and SCS to enter into an agreement whereby RSCCD will reimburse the SCS for instructional materials and curriculum development used by and for RSCCD indentured surveyor apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice surveyors in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, SCS is a "joint apprenticeship training committee" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and SCS desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons

with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice surveyors duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and SCS's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the SCS under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by SCS.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.
5. RSCCD is responsible for maintaining records on each clock hour of teaching time provided to apprentices enrolled in the program as specified herein. RSCCD shall prepare and submit such reports to the Chancellor's Office of California Community Colleges, as required for the purpose of calculating allowances for the program. The SCS shall assist RSCCD in the preparation and maintenance of reports on attendance and student achievement. Such reports shall be maintained for a period of three (3) years after the expiration of this Agreement.

ARTICLE III - RESPONSIBILITIES OF SCS

A. Instruction, Supplies and Curriculum

1. SCS shall provide instructor instructional supplies and materials, including but not limited to text and reference books and shall also provide the services of members of the SCS staff for the purpose of introducing the apprentices enrolled in the program to the functions of the SCS operations as they relate to the program. The cost of providing the specified instructional materials shall be included in the amount to be paid per clock hour of teaching time as set forth hereunder. No additional payments will be made by the RSCCD for instructional materials provided by the SCS.
2. SCS is responsible for the development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and in cooperation with the RSCCD, the selection and the training of teachers. SCS shall provide such coordinators as are required to implement and maintain the program as specified herein.
3. SCS shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and the State of California.
4. SCS shall provide clerical support to maintain training records.
5. SCS instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be instructors of record for RSCCD and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
6. SCS shall provide funds for and administer one (1) instructor workshop annually.
7. SCS shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, and Equipment

1. SCS shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCS will be responsible for the maintenance of these facilities.
2. SCS shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.

ARTICLE IV - GENERAL PROVISIONS

1. This Master Service Agreement shall commence with the beginning of the fiscal year (July 1, 2012) and will continue until the end of the fiscal year (June 30, 2016). This agreement may be amended by mutual consent of the parties and may be terminated by either party provided that either party issues a written notification to the other party prior to May 1st, of the current agreement year. The cancellation will become effective on June 30th of the current agreement year.
2. All persons employed by SCS and performing services for their training committee shall be solely employees of SCS. SCS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay SCS an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Southern California Surveyors Joint Apprenticeship Committee, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
 Apprenticeship Office
 8045 E. Chapman Avenue

Orange, CA 92869
ATTN: Director

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services
c/o Contracts Specialist

To SCS: Southern California Surveyors Joint Apprenticeship Committee
9480 Utica Ave., #604
Rancho Cucamonga, CA 91730
ATTN: Administrator: Chuck Forbes

5. 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.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.

- b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide SCS with records indicating attendance, income and expenditure data.
 10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SOUTHERN CALIFORNIA SURVEYORS

Peter J. Hardash *cd*
Vice Chancellor,
Business Operations/Fiscal Affairs

Charles Forbes

Charles Forbes
Administrator

Date: _____

Date: 4/30/12

Approved by Governing Board:

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: May 21, 2012
Re: Approval of the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long-standing, on-going relationship with Southwest Carpenters Training Fund (SCTF) and Southern California Carpentry Joint Apprenticeship and Training Committee (JATC). Southwest Carpenters Training Fund and Southern California Carpentry JATC are formal training programs for students. The purpose for these programs is to provide entry to journey level skills training to SCTF and Southern California Carpentry JATC workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to receive Certificates of Achievement and Associate of Science Degrees in Carpentry.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

RECOMMENDATION

It is recommended that the Board approve the Master Cost Agreement with the Southwest Carpenters Training Fund (SCTF) and Southern California Carpentry Joint Apprenticeship and Training Trust (JATC) 2012-2013 as presented.

Fiscal Impact: Approximately \$120,000 to RSCCD-SCC.	Board Date: May 21, 2012
The RSCCD-SCC shall pay Southwest Carpenters Training Fund and Southern California Carpentry JATC an amount equal to eighty-five (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$673,204.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education	
Submitted by: Juan A. Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

MASTER COST AGREEMENT

BETWEEN

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND

SOUTHWEST CARPENTERS TRAINING FUND

AND

**SOUTHERN CALIFORNIA CARPENTRY JOINT
APPRENTICESHIP AND TRAINING COMMITTEE**

This Agreement, made and entered into this 1st day of July, 2012, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD and SOUTHWEST CARPENTERS TRAINING FUND hereinafter referred to as FUND and SOUTHERN CALIFORNIA CARPENTRY JOINT APPRENTICESHIP AND TRAINING COMMITTEE hereinafter referred to as SCCJATC:

WITNESSETH:

It is the intent of RSCCD and FUND/SCCJATC to enter into an agreement whereby RSCCD will reimburse the FUND/SCCJATC for instructional materials and curriculum development used by and for RSCCD indentured carpenter apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice carpenter in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, FUND/SCCJATC is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

Whereas, RSCCD and FUND/SCCJATC desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in

apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice and journeyman carpenters duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and SCCJATC'S Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the FUND/SCCJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by FUND/SCCJATC.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF FUND/SCCJATC

A. Instruction and Curriculum

1. FUND/SCCJATC shall provide instructor manuals and other teaching aids necessary to instruct the classes.
2. FUND/SCCJATC shall monitor the students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. FUND/SCCJATC shall provide clerical support to maintain training records.

4. FUND/SCCJATC instructors will meet the minimum qualifications for instruction as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college-credit apprenticeship courses.
5. FUND/SCCJATC shall provide funds for and administer one (1) instructor workshop annually.

B. Facilities, Equipment and Supplies

1. FUND/SCCJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCCJATC will be responsible for the maintenance of these facilities.
2. FUND/SCCJATC shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. FUND/SCCJATC shall provide instructional supplies and materials.
4. RSCCD utilizes the following real property, 2831 W. First Street, Santa Ana, CA 92703, costs of which are included in this Master Cost Agreement.

ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2012) and will continue until the end of the fiscal year (June 30, 2013), unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by FUND/SCCJATC and performing services for FUND/SCCJATC shall be solely employees of FUND/SCCJATC and not employees of RSCCD. FUND/SCCJATC shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay FUND/SCCJATC an amount equal to eighty-five percent (85%) of the amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, 533 S. Fremont Ave., Suite 401, Los Angeles, California 90071-1706, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.

D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
 Apprenticeship Office
 8045 E. Chapman Avenue
 Orange, CA 92869
 ATTN: Director

With a Copy to: Rancho Santiago Community College District
 2323 North Broadway
 Santa Ana, CA 92706
 ATTN: Vice Chancellor
 Business Operations/Fiscal Services
 c/o Contracts Specialist

To FUND: Southwest Carpenters Training Fund
 533 S. Fremont Ave., Suite 401
 Los Angeles, CA 90071-1706

To SCCJATC: Southern California Carpentry Joint Apprenticeship and
 Training Committee
 533 S. Freemont Ave., Suite 401
 Los Angeles, CA 90071-1706

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

F. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party

prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

- G. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - 1. Emergency conditions resulting from acts of God.
 - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide SCCJATC with records indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Affairs *cd*

Approved by Governing Board:

Date: _____

SOUTHERN CALIFORNIA CARPENTRY JOINT
APPRENTICESHIP AND TRAINING COMMITTEE

Daniel R. Layford

Date: 5/3/12

SOUTHWEST CARPENTERS TRAINING FUND

Edward P. ...

Date: 5/3/12

Check Registers Submitted for Approval
Checks Written for Period 05/01/12 thru 05/11/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53845	General Fund Unrestricted	15,730.89	0.00	15,730.89	92*0318318	92*0318325
53846	General Fund Unrestricted	1,679.37	0.00	1,679.37	92*0318326	92*0318332
53847	General Fund Unrestricted	3,451.51	0.00	3,451.51	92*0318334	92*0318338
53849	General Fund Unrestricted	1,488.03	0.00	1,488.03	92*0318344	92*0318344
53851	General Fund Unrestricted	125,351.71	0.00	125,351.71	92*0318356	92*0318357
53853	General Fund Unrestricted	2,254.97	0.00	2,254.97	92*0318361	92*0318369
53854	General Fund Unrestricted	930.14	0.00	930.14	92*0318370	92*0318379
53856	General Fund Unrestricted	504.88	0.00	504.88	92*0318389	92*0318391
53863	General Fund Unrestricted	20,063.87	0.00	20,063.87	92*0318412	92*0318412
53864	General Fund Unrestricted	6,734.70	0.00	6,734.70	92*0318413	92*0318416
53865	General Fund Unrestricted	1,254.48	0.00	1,254.48	92*0318419	92*0318421
53866	General Fund Unrestricted	4,864.97	0.00	4,864.97	92*0318428	92*0318429
53867	General Fund Unrestricted	83.90	0.00	83.90	92*0318433	92*0318433
53868	General Fund Unrestricted	1,130.47	0.00	1,130.47	92*0318440	92*0318443
53869	General Fund Unrestricted	29,268.00	0.00	29,268.00	92*0318445	92*0318445
53870	General Fund Unrestricted	2,915.36	0.00	2,915.36	92*0318446	92*0318447
53871	General Fund Unrestricted	33,499.36	0.00	33,499.36	92*0318450	92*0318451
53872	General Fund Unrestricted	3,717.30	0.00	3,717.30	92*0318452	92*0318462
53874	General Fund Unrestricted	842.57	0.00	842.57	92*0318466	92*0318470
53877	General Fund Unrestricted	134,999.19	0.00	134,999.19	92*0318475	92*0318475
53879	General Fund Unrestricted	971.46	0.00	971.46	92*0318483	92*0318485
53880	General Fund Unrestricted	2,460.00	0.00	2,460.00	92*0318486	92*0318486
53881	General Fund Unrestricted	5,419.40	0.00	5,419.40	92*0318490	92*0318491
53882	General Fund Unrestricted	15,629.00	0.00	15,629.00	92*0318494	92*0318494
53883	General Fund Unrestricted	19,499.08	0.00	19,499.08	92*0318497	92*0318498
53885	General Fund Unrestricted	723.17	0.00	723.17	92*0318501	92*0318505
53888	General Fund Unrestricted	1,242.87	0.00	1,242.87	92*0318514	92*0318514
53889	General Fund Unrestricted	91,966.92	0.00	91,966.92	92*0318515	92*0318588
53890	General Fund Unrestricted	58,363.60	0.00	58,363.60	92*0318589	92*0318673
53891	General Fund Unrestricted	55,296.60	0.00	55,296.60	92*0318674	92*0318757
53892	General Fund Unrestricted	77,114.10	0.00	77,114.10	92*0318758	92*0318841
53893	General Fund Unrestricted	91,971.00	0.00	91,971.00	92*0318842	92*0318925
53894	General Fund Unrestricted	76,131.80	0.00	76,131.80	92*0318926	92*0319009
53895	General Fund Unrestricted	104,821.00	0.00	104,821.00	92*0319010	92*0319091
53896	General Fund Unrestricted	3,375.00	0.00	3,375.00	92*0319094	92*0319095
53897	General Fund Unrestricted	1,579.56	0.00	1,579.56	92*0319096	92*0319102
53898	General Fund Unrestricted	2,248.02	0.00	2,248.02	92*0319103	92*0319110
53899	General Fund Unrestricted	237.38	0.00	237.38	92*0319112	92*0319113
53900	General Fund Unrestricted	50,164.38	0.00	50,164.38	92*0319116	92*0319118
53904	General Fund Unrestricted	2,527.00	0.00	2,527.00	92*0319125	92*0319132
53905	General Fund Unrestricted	45,553.83	0.00	45,553.83	92*0319133	92*0319139

Check Registers Submitted for Approval
 Checks Written for Period 05/01/12 thru 05/11/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53907	General Fund Unrestricted	18,400.18	0.00	18,400.18	92*0319145	92*0319145
53908	General Fund Unrestricted	1,157.32	0.00	1,157.32	92*0319151	92*0319154
53912	General Fund Unrestricted	9,245.07	0.00	9,245.07	92*0319172	92*0319174
53913	General Fund Unrestricted	3,851.23	0.00	3,851.23	92*0319175	92*0319176
53914	General Fund Unrestricted	2,932.00	0.00	2,932.00	92*0319180	92*0319182
53915	General Fund Unrestricted	13,507.26	0.00	13,507.26	92*0319183	92*0319188
53916	General Fund Unrestricted	834.19	0.00	834.19	92*0319193	92*0319196
53917	General Fund Unrestricted	1,767.26	0.00	1,767.26	92*0319201	92*0319204
53918	General Fund Unrestricted	5,885.52	0.00	5,885.52	92*0319206	92*0319213
53920	General Fund Unrestricted	36,961.25	0.00	36,961.25	92*0319224	92*0319224
53921	General Fund Unrestricted	1,411.49	0.00	1,411.49	92*0319225	92*0319229
53923	General Fund Unrestricted	2,739.86	0.00	2,739.86	92*0319234	92*0319241
53926	General Fund Unrestricted	0.00	0.00	0.00	92*0319250	92*0319256
53928	General Fund Unrestricted	3,785.00	0.00	3,785.00	92*0319327	92*0319334
53930	General Fund Unrestricted	95,442.51	0.00	95,442.51	92*0319341	92*0319347
53931	General Fund Unrestricted	68,345.12	0.00	68,345.12	92*0319348	92*0319348
53932	General Fund Unrestricted	5,203.14	0.00	5,203.14	92*0319349	92*0319354
53933	General Fund Unrestricted	2,148.06	0.00	2,148.06	92*0319355	92*0319362
53934	General Fund Unrestricted	2,420.25	0.00	2,420.25	92*0319363	92*0319369
53936	General Fund Unrestricted	7,107.69	0.00	7,107.69	92*0319378	92*0319384
53937	General Fund Unrestricted	1,300.00	0.00	1,300.00	92*0319385	92*0319385
53938	General Fund Unrestricted	0.00	0.00	0.00	92*0319386	92*0319391
53940	General Fund Unrestricted	700.98	0.00	700.98	92*0319406	92*0319416
53942	General Fund Unrestricted	5,390.37	0.00	5,390.37	92*0319423	92*0319430
Total Fund 11 General Fund Unrestricted		<u>\$1,388,596.59</u>	<u>\$0.00</u>	<u>\$1,388,596.59</u>		

Check Registers Submitted for Approval
Checks Written for Period 05/01/12 thru 05/11/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53845	General Fund Restricted	8,596.65	0.00	8,596.65	92*0318320	92*0318322
53846	General Fund Restricted	402.00	0.00	402.00	92*0318327	92*0318327
53847	General Fund Restricted	854.82	0.00	854.82	92*0318333	92*0318337
53848	General Fund Restricted	28,767.39	0.00	28,767.39	92*0318339	92*0318341
53849	General Fund Restricted	13,506.24	0.00	13,506.24	92*0318342	92*0318347
53850	General Fund Restricted	1,222.79	0.00	1,222.79	92*0318348	92*0318355
53852	General Fund Restricted	21,925.79	0.00	21,925.79	92*0318358	92*0318360
53853	General Fund Restricted	710.00	0.00	710.00	92*0318364	92*0318364
53854	General Fund Restricted	2,209.00	0.00	2,209.00	92*0318372	92*0318380
53855	General Fund Restricted	1,778.45	0.00	1,778.45	92*0318381	92*0318388
53864	General Fund Restricted	2,058.55	0.00	2,058.55	92*0318414	92*0318415
53865	General Fund Restricted	2,102.97	0.00	2,102.97	92*0318417	92*0318424
53866	General Fund Restricted	10,417.94	0.00	10,417.94	92*0318425	92*0318427
53867	General Fund Restricted	5,228.65	0.00	5,228.65	92*0318430	92*0318439
53868	General Fund Restricted	1,325.30	0.00	1,325.30	92*0318442	92*0318444
53870	General Fund Restricted	1,629.76	0.00	1,629.76	92*0318448	92*0318449
53878	General Fund Restricted	1,217.94	0.00	1,217.94	92*0318476	92*0318482
53879	General Fund Restricted	117.86	0.00	117.86	92*0318484	92*0318484
53880	General Fund Restricted	8,698.79	0.00	8,698.79	92*0318487	92*0318489
53882	General Fund Restricted	49,336.48	0.00	49,336.48	92*0318492	92*0318495
53883	General Fund Restricted	12,116.12	0.00	12,116.12	92*0318496	92*0318496
53884	General Fund Restricted	68,357.80	0.00	68,357.80	92*0318499	92*0318500
53885	General Fund Restricted	2,995.52	0.00	2,995.52	92*0318503	92*0318504
53896	General Fund Restricted	8,025.00	0.00	8,025.00	92*0319092	92*0319093
53898	General Fund Restricted	28.12	0.00	28.12	92*0319106	92*0319106
53899	General Fund Restricted	1,288.20	0.00	1,288.20	92*0319111	92*0319115
53901	General Fund Restricted	7,725.62	0.00	7,725.62	92*0319119	92*0319121
53906	General Fund Restricted	824.08	0.00	824.08	92*0319140	92*0319143
53907	General Fund Restricted	2,692.85	0.00	2,692.85	92*0319144	92*0319146
53908	General Fund Restricted	6,661.00	0.00	6,661.00	92*0319147	92*0319155
53910	General Fund Restricted	5,799.23	0.00	5,799.23	92*0319157	92*0319167
53911	General Fund Restricted	3,957.97	0.00	3,957.97	92*0319168	92*0319169
53912	General Fund Restricted	2,372.70	0.00	2,372.70	92*0319170	92*0319171
53913	General Fund Restricted	939.68	0.00	939.68	92*0319177	92*0319179
53916	General Fund Restricted	1,266.04	0.00	1,266.04	92*0319189	92*0319197
53917	General Fund Restricted	4,274.11	0.00	4,274.11	92*0319198	92*0319205
53919	General Fund Restricted	40,137.95	0.00	40,137.95	92*0319214	92*0319222
53920	General Fund Restricted	46,065.63	0.00	46,065.63	92*0319223	92*0319223
53922	General Fund Restricted	6,912.34	0.00	6,912.34	92*0319230	92*0319233
53929	General Fund Restricted	10,719.53	0.00	10,719.53	92*0319335	92*0319340
53935	General Fund Restricted	1,760.47	0.00	1,760.47	92*0319370	92*0319377

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53938	General Fund Restricted	384.76	0.00	384.76	92*0319392	92*0319399
53939	General Fund Restricted	2,744.90	0.00	2,744.90	92*0319400	92*0319405
53940	General Fund Restricted	4,397.07	0.00	4,397.07	92*0319407	92*0319415
53941	General Fund Restricted	3,074.07	0.00	3,074.07	92*0319417	92*0319422
Total Fund 12 General Fund Restricted		<u><u>\$407,628.13</u></u>	<u><u>\$0.00</u></u>	<u><u>\$407,628.13</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53857	Child Development Fund	830.18	0.00	830.18	92*0318392	92*0318395
53873	Child Development Fund	15,129.39	0.00	15,129.39	92*0318463	92*0318465
53886	Child Development Fund	3,758.55	0.00	3,758.55	92*0318506	92*0318511
53902	Child Development Fund	1,198.00	0.00	1,198.00	92*0319122	92*0319123
53924	Child Development Fund	5,941.74	0.00	5,941.74	92*0319242	92*0319247
53943	Child Development Fund	500.00	0.00	500.00	92*0319431	92*0319431
53944	Child Development Fund	107.46	0.00	107.46	92*0319432	92*0319439
Total Fund 33 Child Development Fund		<u><u>\$27,465.32</u></u>	<u><u>\$0.00</u></u>	<u><u>\$27,465.32</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53861	Capital Outlay Projects Fund	339.41	0.00	339.41	92*0318410	92*0318410
53876	Capital Outlay Projects Fund	322.05	0.00	322.05	92*0318474	92*0318474
53925	Capital Outlay Projects Fund	14,147.95	0.00	14,147.95	92*0319248	92*0319249
Total Fund 41 Capital Outlay Projects Fu		<u>\$14,809.41</u>	<u>\$0.00</u>	<u>\$14,809.41</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53858	Bond Fund, Measure E	445,163.78	0.00	445,163.78	92*0318396	92*0318399
53859	Bond Fund, Measure E	58,437.80	0.00	58,437.80	92*0318400	92*0318403
53860	Bond Fund, Measure E	50,769.20	0.00	50,769.20	92*0318404	92*0318409
53875	Bond Fund, Measure E	1,407.91	0.00	1,407.91	92*0318471	92*0318473
53887	Bond Fund, Measure E	223,650.00	0.00	223,650.00	92*0318512	92*0318513
Total Fund 42 Bond Fund, Measure E		<u>\$779,428.69</u>	<u>\$0.00</u>	<u>\$779,428.69</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53903	Property and Liability Fund	11,292.80	0.00	11,292.80	92*0319124	92*0319124
53909	Property and Liability Fund	883.07	0.00	883.07	92*0319156	92*0319156
Total Fund 61 Property and Liability Fund		<u><u>\$12,175.87</u></u>	<u><u>\$0.00</u></u>	<u><u>\$12,175.87</u></u>		

53862	Workers' Compensation Fund	472,957.00	0.00	472,957.00	92*0318411	92*0318411
Total Fund 62 Workers' Compensation Fu		<u><u>\$472,957.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$472,957.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	1,388,596.59
Total Fund 12 General Fund Restricted	407,628.13
Total Fund 33 Child Development Fund	27,465.32
Total Fund 41 Capital Outlay Projects Fund	14,809.41
Total Fund 42 Bond Fund, Measure E	779,428.69
Total Fund 61 Property and Liability Fund	12,175.87
Total Fund 62 Workers' Compensation Fund	472,957.00
Grand Total:	<u><u>\$3,103,061.01</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/01/2012 To 04/30/2012
Board Meeting on 05/21/2012**

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES		19,950
2000	CLASSIFIED SALARIES		44,624
3000	EMPLOYEE BENEFITS	148,662	
4000	SUPPLIES & MATERIALS	1,691	
5000	OTHER OPERATING EXP & SERVICES	18,755	
6000	CAPITAL OUTLAY		104,466
7000	OTHER OUTGO		68
Total Transfer Fund 11		\$169,108	\$169,108
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		55,203
2000	CLASSIFIED SALARIES	112,839	
3000	EMPLOYEE BENEFITS	6,585	
4000	SUPPLIES & MATERIALS	71,823	
5000	OTHER OPERATING EXP & SERVICES		103,241
6000	CAPITAL OUTLAY		36,344
7000	OTHER OUTGO	3,541	
Total Transfer Fund 12		\$194,788	\$194,788
<u>Fund 33: Child Development Fund</u>			
2000	CLASSIFIED SALARIES	1,810	
4000	SUPPLIES & MATERIALS		519
5000	OTHER OPERATING EXP & SERVICES	648	
6000	CAPITAL OUTLAY		1,939
Total Transfer Fund 33		\$2,458	\$2,458
<u>Fund 41: Capital Outlay Projects Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		130,440
6000	CAPITAL OUTLAY		59,500
7900	RESERVE FOR CONTINGENCIES	189,940	
Total Transfer Fund 41		\$189,940	\$189,940
<u>Fund 74: Student Financial Aid Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		6,270
7000	OTHER OUTGO		1,994
7900	RESERVE FOR CONTINGENCIES	8,264	
Total Transfer Fund 74		\$8,264	\$8,264
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 11: General Fund Unrestricted</u>			
8800	LOCAL REVENUES	3,113	
2000	CLASSIFIED SALARIES		859
3000	EMPLOYEE BENEFITS		203
6000	CAPITAL OUTLAY		2,051

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/01/2012 To 04/30/2012
Board Meeting on 05/21/2012**

BUDGET INCREASES AND DECREASES		<u>Revenue</u>	<u>Appropriation</u>
Total Transfer Fund 11		\$3,113	\$3,113
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	40,694	
8600	STATE REVENUES	364,661	
8800	LOCAL REVENUES	5,470	
1000	ACADEMIC SALARIES		111,789
2000	CLASSIFIED SALARIES		229,720
3000	EMPLOYEE BENEFITS		29,735
4000	SUPPLIES & MATERIALS		2,767
5000	OTHER OPERATING EXP & SERVICES		14,468
6000	CAPITAL OUTLAY		6,578
7000	OTHER OUTGO		15,768
Total Transfer Fund 12		\$410,825	\$410,825
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	(18,281)	
8600	STATE REVENUES	80,000	
7000	OTHER OUTGO		61,719
Total Transfer Fund 74		\$61,719	\$61,719

The attached listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

RECOMMENDATION

It is recommended the Board approve the budget transfers/adjustments as presented.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 04/01/2012 To 04/30/2012
Board Meeting on 05/21/2012**

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
B009360	04/03/12		
3000	EMPLOYEE BENEFITS	119,000	
5000	OTHER OPERATING EXP & SERVICES		119,000
Total Reference B009360		\$119,000	\$119,000
Reason:	Adjustment		
Description:	Bus Op add'l legal expenses		
B009367	04/04/12		
3000	EMPLOYEE BENEFITS	35,000	
5000	OTHER OPERATING EXP & SERVICES		35,000
Total Reference B009367		\$35,000	\$35,000
Reason:	Adjustment		
Description:	District Office to increase FPPS contract		
B009521	04/24/12		
5000	OTHER OPERATING EXP & SERVICES	102,000	
6000	CAPITAL OUTLAY		102,000
Total Reference B009521		\$102,000	\$102,000
Reason:	Adjustment		
Description:	RSCCD ITS network switches.		
B009531	04/25/12		
1000	ACADEMIC SALARIES		19,950
2000	CLASSIFIED SALARIES		44,475
3000	EMPLOYEE BENEFITS		5,327
5000	OTHER OPERATING EXP & SERVICES	69,752	
Total Reference B009531		\$69,752	\$69,752
Reason:	New Budget		
Description:	SAC DSPS 2011-2012 budget		
<u>Fund 12: General Fund Restricted</u>			
B009358	04/03/12		
1000	ACADEMIC SALARIES	2,874	
4000	SUPPLIES & MATERIALS	33,354	
5000	OTHER OPERATING EXP & SERVICES		1,170
6000	CAPITAL OUTLAY		35,058
Total Reference B009358		\$36,228	\$36,228
Reason:	Special Project Adjustment		
Description:	SP#1 102 OEC equip/contr svcs		
B009474	04/16/12		
5000	OTHER OPERATING EXP & SERVICES		32,150
6000	CAPITAL OUTLAY	32,150	
Total Reference B009474		\$32,150	\$32,150
Reason:	Special Project Adjustment		
Description:	Buy scantron equip, software licensing & maintenace 4 IEA		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 04/01/2012 To 04/30/2012
Board Meeting on 05/21/2012**

BUDGET TRANSFERS		From	To
B009497	04/20/12		
2000	CLASSIFIED SALARIES	22,210	
3000	EMPLOYEE BENEFITS	13,093	
4000	SUPPLIES & MATERIALS		3,030
5000	OTHER OPERATING EXP & SERVICES		26,610
6000	CAPITAL OUTLAY		5,663
Total Reference B009497		\$35,303	\$35,303
Reason:	Special Project Adjustment		
Description:	DO BEC transferring funds not used for new expenditures.		
B009534	04/25/12		
1000	ACADEMIC SALARIES		26,635
2000	CLASSIFIED SALARIES	30,552	
3000	EMPLOYEE BENEFITS		3,917
Total Reference B009534		\$30,552	\$30,552
Reason:	Special Project Adjustment		
Description:	SCC HSI STEM2 Grant-Counseling Summer Beyond Contract account		
<u>Fund 41: Capital Outlay Projects Fund</u>			
B009495	04/19/12		
6000	CAPITAL OUTLAY		163,200
7900	RESERVE FOR CONTINGENCIES	163,200	
Total Reference B009495		\$163,200	\$163,200
Reason:	Special Project Adjustment		
Description:	Fac Plan recertification of SAC portables-fr capital funds		
B009498	04/20/12		
5000	OTHER OPERATING EXP & SERVICES		26,740
7900	RESERVE FOR CONTINGENCIES	26,740	
Total Reference B009498		\$26,740	\$26,740
Reason:	Special Project Adjustment		
Description:	SAC soccer/football field turf maintenance-May 2012.		
B009524	04/24/12		
5000	OTHER OPERATING EXP & SERVICES		87,700
6000	CAPITAL OUTLAY	87,700	
Total Reference B009524		\$87,700	\$87,700
Reason:	Special Project Adjustment		
Description:	RSCCD ITS CEC wireless proj, software licenses/support.		
<u>Fund 74: Student Financial Aid Fund</u>			
B009406	04/06/12		
5000	OTHER OPERATING EXP & SERVICES		6,070
7900	RESERVE FOR CONTINGENCIES	6,070	
Total Reference B009406		\$6,070	\$6,070
Reason:	Special Project Adjustment		
Description:	Fisc Svcs-Fund 74 neg bal/ reduce ACG PY to actuals.		
B009410	04/06/12		
7000	OTHER OUTGO		1,994
7900	RESERVE FOR CONTINGENCIES	1,994	
Total Reference B009410		\$1,994	\$1,994
Reason:	Special Project Adjustment		
Description:	Fisc Svcs-Fund 74 neg bal/ reduce ACG PY to actuals.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 04/01/2012 To 04/30/2012
Board Meeting on 05/21/2012**

BUDGET TRANSFERS		From	To
B009422	04/09/12		
5000	OTHER OPERATING EXP & SERVICES		200
7900	RESERVE FOR CONTINGENCIES		
		<u>200</u>	<u>200</u>
Total Reference B009422		\$200	\$200
Reason: Special Project Adjustment			
Description: DO Acct-SAC FSEOG PY grant overaward write offs.			

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B009368	04/04/12		
8600	STATE REVENUES	29,957	
1000	ACADEMIC SALARIES		5,099
2000	CLASSIFIED SALARIES		15,715
3000	EMPLOYEE BENEFITS		24,103
4000	SUPPLIES & MATERIALS		2,012
5000	OTHER OPERATING EXP & SERVICES		(16,847)
6000	CAPITAL OUTLAY		(125)
		<u>29,957</u>	<u>(125)</u>
Total Reference B009368		\$29,957	\$29,957

Reason: New Budget
Description: NEWB#2230 DSPS SCC

B009464	04/16/12		
8600	STATE REVENUES	185,369	
1000	ACADEMIC SALARIES		66,936
2000	CLASSIFIED SALARIES		78,333
3000	EMPLOYEE BENEFITS		24,848
5000	OTHER OPERATING EXP & SERVICES		610
6000	CAPITAL OUTLAY		642
7000	OTHER OUTGO		14,000
		<u>185,369</u>	<u>14,000</u>
Total Reference B009464		\$185,369	\$185,369

Reason: New Budget
Description: Enrollment Growth for Nursing and programs augmentation

B009535	04/25/12		
8600	STATE REVENUES	141,302	
1000	ACADEMIC SALARIES		24,591
2000	CLASSIFIED SALARIES		145,877
3000	EMPLOYEE BENEFITS		(20,893)
4000	SUPPLIES & MATERIALS		(4,510)
5000	OTHER OPERATING EXP & SERVICES		(3,763)
		<u>141,302</u>	<u>(3,763)</u>
Total Reference B009535		\$141,302	\$141,302

Reason: New Budget
Description: SAC DSPS 2011-2012 budget

Fund 74: Student Financial Aid Fund

B009409	04/06/12		
8600	STATE REVENUES	80,000	
7000	OTHER OUTGO		80,000
		<u>80,000</u>	<u>80,000</u>
Total Reference B009409		\$80,000	\$80,000

Reason: Special Project Adjustment
Description: Fisc Svcs-Fund 74 neg bal/ reduce ACGPY to actuals.

RECOMMENDATION

It is recommended the Board approve the budget transfers/adjustments as presented.

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

To:	Board of Trustees	Date: May 21, 2012
Re:	Approval of Public Hearing – 2012-2013 Tentative Budget	
Action:	Request for Approval	

BACKGROUND

The California Code of Regulations, Title 5, Section 58305 requires adoption of a Tentative Budget on or before the first day of July each year.

ANALYSIS

In so doing, we request that the District hold a public hearing on the Tentative Budget for the 2012-2013 fiscal year at the June 18, 2012 Board of Trustees meeting prior to approving the Tentative Budget.

Although the California Code of Regulations, Title 5, Section 58305, does not require that the Board of Trustees conduct a public hearing on the Tentative Budget, it is our District's practice to hold a public hearing for both the Tentative and Adopted Budgets.

RECOMMENDATION

It is recommended the Board of Trustees hold a public hearing on the 2012-2013 Tentative Budget at the meeting on June 18, 2012.

Fiscal Impact:	None	Board Date: May 21, 2012
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: May 21, 2012
Re:	Approval of Amendment No. 2 to Communications Site Lease Agreement (Building) for Nextel of California at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The district has an existing twenty (20) year agreement with Nextel that was approved by the Board of Trustees on Feb. 27, 2001. The term of the agreement remains the same and the agreement terminates on Feb. 27, 2021.

Nextel has requested an approval for some new equipment at the site on the roof of Dunlap Hall at Santa Ana College.

ANALYSIS:

The additional equipment for Nextel is necessary to accommodate new technologies as well as the relocation of some equipment at the former dental building site on the southeast corner of 17th Street and Bristol.

The demo of the dental building recently occurred due to the future widening of Bristol Street. The City of Santa Ana has requested the District's consideration of accommodating Nextel on our site.

Amendment No. 2 provides for the following:

1. An increase in the monthly rent from \$2,458 to \$3,000, subject to all future cost of living increases as noted in the original agreement.
2. Requires DSA approval of plans.
3. Increases the pad area to accommodate the new equipment by approx. 100 sq. ft.
4. Replaces three (3) existing antennae with new antennas of the same size.
5. Reimburses the District for all costs related to DSA inspection of construction.

RECOMMENDATION:

It is recommended that the Board of Trustees approve attached Amendment No. 2 to the Communications Site Lease Agreement (Building) for Nextel of California at Santa Ana College as presented.

Fiscal Impact:	\$542.00 monthly revenue	Board Date: May 21, 2012
Prepared by:	Darryl Odum, Director, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

AMENDMENT NO. TWO (2) TO COMMUNICATIONS SITE LEASE AGREEMENT (Building)

This Amendment No. 2 ("Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Site Agreement between NEXTEL OF CALIFORNIA, INC., a Delaware corporation ("Lessee") and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ("Lessor"), dated February 27, 2001 (the "Agreement").

BACKGROUND

Lessee desires to modify its installation on the Site by adding additional equipment and replacing antennas to the Lessee's Facilities, as more particularly described in Exhibit B attached hereto. As a result of the additional equipment Lessee and Lessor have a modification to the Rent as follows.

AGREEMENT

In consideration of the mutual promises between the parties and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, Lessor and Lessee agree as follows:

1. Modification to the Facilities.

(a) Exhibit B of the Agreement is amended to include the revised Exhibit B, consisting of lease drawings (Modified Zoning Submittal) dated 5/4/2012, a copy of which is attached and made a part hereof. Upon full execution of this Amendment and pursuant to Section 6 of the Agreement, Lessee is permitted to do all work necessary to prepare, maintain and alter the Site to install, modify or otherwise relocate the Facilities, all as more fully described and contemplated in Exhibit B and as amended by the California Division of State Architect, the City of Santa Ana and/or other applicable public agencies during the review of the plans and specifications. Any changes to the drawings dated 5/4/2012 shall require written approval of the Lessor prior to the commencement of any construction work at the site.

(b) Lessee shall install weatherproof signage on the equipment area as well as on the antenna arrays that provides contact names and telephone numbers for Sprint / Nextel Network Operations Center (NOC).

(c) Lessee shall reimburse Lessor, or pay directly for all services related to the review and inspection by the Division of State Architect (DSA) inspector of record and or the City of Santa Ana as well as any costs related to tests and inspections mandated by the DSA and / or the City of Santa Ana. All such reimbursements shall not include any mark-up over the direct invoiced costs. Lessor shall submit all invoices to the address below.

(d) Lessee shall pay to Lessor as liquidated damages, the amount of \$20,000 for failure to obtain the official project closeout documentation from the Division of State Architect and or the City of Santa Ana within twelve (12) months following Lessor's approval of the Notice of Completion. Failure of the Lessee to obtain project closeout documentation and payment of the penalty fee within the timeframe noted shall result in immediate termination of the original agreement including amendments 1 & 2. Lessee shall also be required to remove all of its equipment and restore the Premises to its original condition, normal wear and tear accepted.,

2. Modification to Rent. In consideration for the modifications contemplated by this Amendment, effective upon the first day of the month following commencement of construction or installation of the new, relocated or modified Lessee's Facilities, the monthly Rent will be a total monthly rent of \$3,000.00, and will be subject to the adjustments and increases pursuant to the Original Agreement.

3. **Modification to Notice Addresses.** Paragraph 32(d) of the Agreement shall be deleted and replaced with the following:

32(d) All notices must be in writing and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Lessee are to be sent to: Sprint/Nextel Property Services, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, with a mandatory copy to: Sprint/Nextel Law Department, Mailstop KSOPHT0101-Z2020, 6391 Sprint Parkway, Overland Park, Kansas 66251-2020, Attn.: Real Estate Attorney. Notices to Lessor will be sent to: Rancho Santiago Community College District, 2323 N. Broadway, Santa Ana, CA 92706, Attention Vice Chancellor, Business Operations and Fiscal Services.

4. **General Terms and Conditions.**

(a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

The parties have executed this Amendment as of the Effective Date.

LESSOR:
RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

LESSEE:
NEXTEL OF CALIFORNIA, INC.
A Delaware corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT B
TO SITE AGREEMENT**

ATTACHED

Note: Lessor and Lessee may, at Lessee's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Lessor's Property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by the governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. The actual locations will be determined by Lessee and/or the servicing utility company in compliance with all local laws and regulations.

Lessor Initials: _____
Lessee Initials: _____



Together with NEXTEL

OG25XC048

RSOC

1530 W. 17TH STREET, BLDG. D
SANTA ANA, CA 92706

AS OF JANUARY 1, 2011 ALL WORK AND MATERIALS SHALL COMPLY WITH THE FOLLOWING:

- 2010 BUILDING SCHEMATIC ADMINISTRATION CODE PART 1, TITLE 24, C.C.R.
- 2010 CALIFORNIA BUILDING CODE (C.B.C.) PART 2, TITLE 24, C.C.R.
- 2010 CALIFORNIA ELECTRICAL CODE (C.E.C.) PART 3, TITLE 24, C.C.R.
- 2010 CALIFORNIA MECHANICAL CODE (C.M.C.) PART 4, TITLE 24, C.C.R.
- 2010 CALIFORNIA PLUMBING CODE (C.P.C.) PART 5, TITLE 24, C.C.R.
- 2010 CALIFORNIA FIRE CODE (C.F.C.) PART 6, TITLE 24, C.C.R.
- 2010 TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

AND ALL APPLICABLE CODES, LOCAL, CURRENT CODE LAWS, T-24 ENERGY CONSERVATION, LISTS OF STANDARDS, AND DISABLED ACCESS REGULATIONS WHERE REQUIRED.

APPLICABLE CODES

ADJACENT PARCEL NUMBER: 004-070-03
(PENDING RECEIPT OF TITLE REPORT)

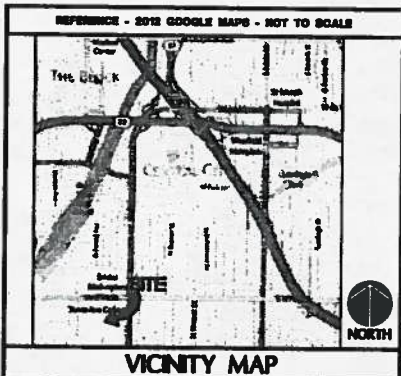
A PORTION OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN Geronimo MERIDIAN IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

ORANGE COUNTY A.P.N. 004-070-03

LEGAL DESCRIPTION

1. THE BASIC WIND SPEED UNLINED FOR THE EQUIPMENT CHIMNEYS IS 60 MPH PER IBC FASTEST DIRECTION.
2. THESE PLANS ARE BASED ON RECORD DOCUMENTS FURNISHED BY THE OWNER AND DEEMED RELIABLE. A TECHNICAL SURVEY HAS NOT BEEN PERFORMED FOR THIS PROJECT. DERRA DESIGN, INC. DOES NOT GUARANTEE THE ACCURACY OF PROPERTY LINES, EASEMENTS, UTILITY LINES AND/OR EXISTING STRUCTURE HEIGHT AS SHOWN ON THESE PLANS.
3. THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THIS WORK.
4. ALL THUNDER STRUCTURAL FIXINGS FOR ANCHOR SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A36. ALL STRUCTURAL FIXINGS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A36. FIXINGS SHALL BE 3/4" DIA. UNLESS OTHERWISE SPECIFIED. WELD FIXINGS EXCLUDED IN THE ABOVE PLANS. ALL EXPOSED FIXINGS, NUTS AND BOLTERS SHALL BE GALVANNEAL (UNLESS NOTED OTHERWISE). ALL ANCHORS INTO CONCRETE SHALL BE CONCRETE STEEL.
5. ALL COAXIAL CABLE CONNECTION AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION REQUIREMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE NECESSARY TO SECURE THE CABLES.
6. ALL METAL EXPOSED TO WEATHER SHALL BE HOT DIP GALVANNEAL. ALL FIELD CUT METAL TO BE CLEANED OF ANY RUST AND COLD GALV.
7. RUBBER CAPS WILL BE PLACED ON ALL EXPOSED UNSTRAIT ENDS.
8. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL CODES & REQUIREMENTS.
9. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR STRUCTURAL STEEL. GALVANNEAL ALLOWABLE STRESS DESIGN AND PLASMA DESIGN INCLUDING THE CONNECTION AND THE AISC CODE OF STANDARD PRACTICE.
10. STRUCTURAL STEEL PLATES AND SHIMS SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBES SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANNEAL AFTER FABRICATION.
11. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D1.1.58. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE EXPOSED FIELD TOUCH-UP WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS) AFTER WELDING COMPLETE.
12. LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF AMERICAN SOCIETY OF TIMBER CONSTRUCTION AND THE NATIONAL FIRE PROTECTION ASSOCIATION'S NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE PRESSURE TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.

GENERAL NOTES



DESCRIPTION

SCOPE OF WORK
 WORK TO INCLUDE THE REVISIONS OF THREE (3) NEW SPRAY ROOFTOP MOUNTED EQUIPMENT CHIMNEYS WITH A 400 SQ. FT. LEAK AREA, THE REPLACEMENT OF THREE (3) EXISTING GEAR ASSEMBLIES WITH TWO (2) NEW SPRAY/ROCKED, ONE ANCHORING, AND ONE (1) NEW COAX ANCHORS ON EXISTING ROOFS, THREE (3) NEW (2) SECTIONS, WORK TO ALSO INCLUDE ONE (1) NEW OPS ANCHOR, AND 3 NEW SCREEN WALLS.

CONSTRUCTION DATA

EXISTING BUILDING AREA: 17,894 SQ. FT.
 OCCUPANCY CLASSIFICATION: 0 / 43
 TYPE OF CONSTRUCTION: 3-4

PROJECT DATA

COUNT	SHEET NO.	SHEET TITLE
1	T-1	TITLE SHEET
2	A-1	SITE PLAN
3	A-2	PERIM. ROOF PLAN / SHARDED EQUIPMENT AREA
4	A-21	EXISTING SECTOR PLANS
5	A-21	MODIFIED SECTOR PLANS
6	A-3	ELEVATIONS
6	A-4	ELEVATIONS

SHEET INDEX

OWNER:
 SERRA ORANGE COUNTY COLLEGE DISTRICT
 2200 N. SPRING ST.
 SERRA ORANGE, CA 92768
 CONTACT: BOB FORTNEY
 PHONE: (714) 746-6225

LEASING:
 GORRICK COMM SERVICES
 110 S. GORRICK BLVD.
 SERRA ORANGE, CA 92768
 PHONE: (714) 553-4380

APPLICANT:
 DERRA / NEXTEL
 210 CHANCEWAY BLVD.
 SERRA ORANGE, CA 92768
 CONTACT: TERRY HINES
 PHONE: (714) 305-3428

ARCHITECT:
 DERRA DESIGN, INC.
 228 E. CHANCEWAY BLVD., STE. 210
 SERRA, CA 92768
 PHONE: (714) 702-0800
 CONTACT: GILL HINES

CONSTRUCTION:
 CORNER 47 GROUP
 110 S. GORRICK BLVD.
 SERRA ORANGE, CA 92768
 PHONE: (714) 305-3413

STRUCTURAL:
 CONSULTING ENGINEER
 110 S. GORRICK BLVD.,
 SERRA, CA 92768
 PHONE: (714) 627-4020
 CONTACT: SHAWN WONG

PROJECT TEAM

REVISIONS

Δ	DATE	ISSUED BY	DESCRIPTION
	02/07/11	ARCHITECT	ZONING REVIEW
	02/07/11	ARCHITECT	30% CONSTRUCTION DRAWINGS
	2/28/11	ARCHITECT	100% CONSTRUCTION SUBMITTAL
	3/28/11	ARCHITECT	100% CONSTRUCTION SUBMITTAL, REVISION
	3/4/11	ARCHITECT	MODIFIED ZONING SUBMITTAL
	3/4/11	ARCHITECT	MODIFIED ZONING SUBMITTAL

COMMENTS:

APPROVALS

APPROVED BY	DATE	INITIALS	COMMENTS
LAND LORD			
LEASING			
ZONING			
C.R.			
RF ENGINEER			

COMMENTS:

PROJECT TRACKING



Sprint Togetherwith NEXTEL
 310 Commerce Drive
 Irvine, California 92602

OG25XC048

RSOC

1530 W. 17TH STREET, BLDG. D
SANTA ANA, CA 92706

ZONING REVIEW

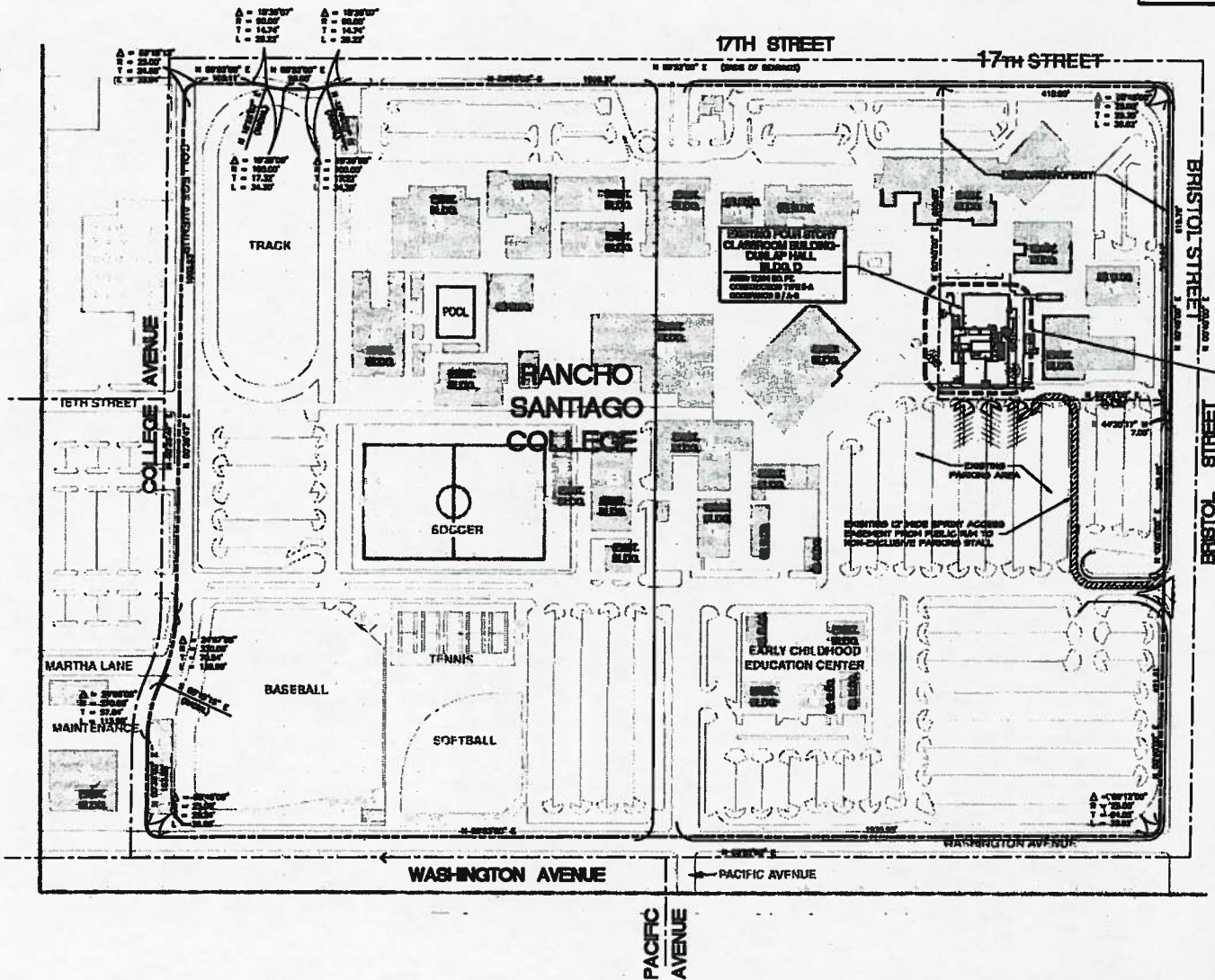
DATE	STATUS
12/1/11	OK CDA
1/16/11	100% CD Submitted
2/2/11	100% CD (Revised)
2/2/11	Modified Zoning Submitted
2/2/11	Modified Zoning Submitted

Job No. 171C
 Date 9-28-11
 Drawn By ADJ
 Checked By WCA

Sheet Title
 TITLE SHEET / INDEX


T-1

EXIST. DIA APPLICATION PROJECT STATUS
 04-2006 PROJECT COMPLETE
 CLOSED WITH DEDICATION 10-9-06



EXISTING ROOF TOP/
 AREA OF WORK
 SEE SHEET 04-1 FOR EXIST. HALL
 ADJUSTED STREET LEASE AREA AND
 ANTIPIRA MODIFICATIONS

derra

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1530 W. 17TH STREET, BLDG. D
 SANTA ANA, CA 92806

DESIGN REVIEW	12/1/11
SDS CD'S	1/24/12
100% CD (Updated)	3/2/12
Modified Zoning Submittal	3/2/12
Modified Zoning Submittal	3/2/12

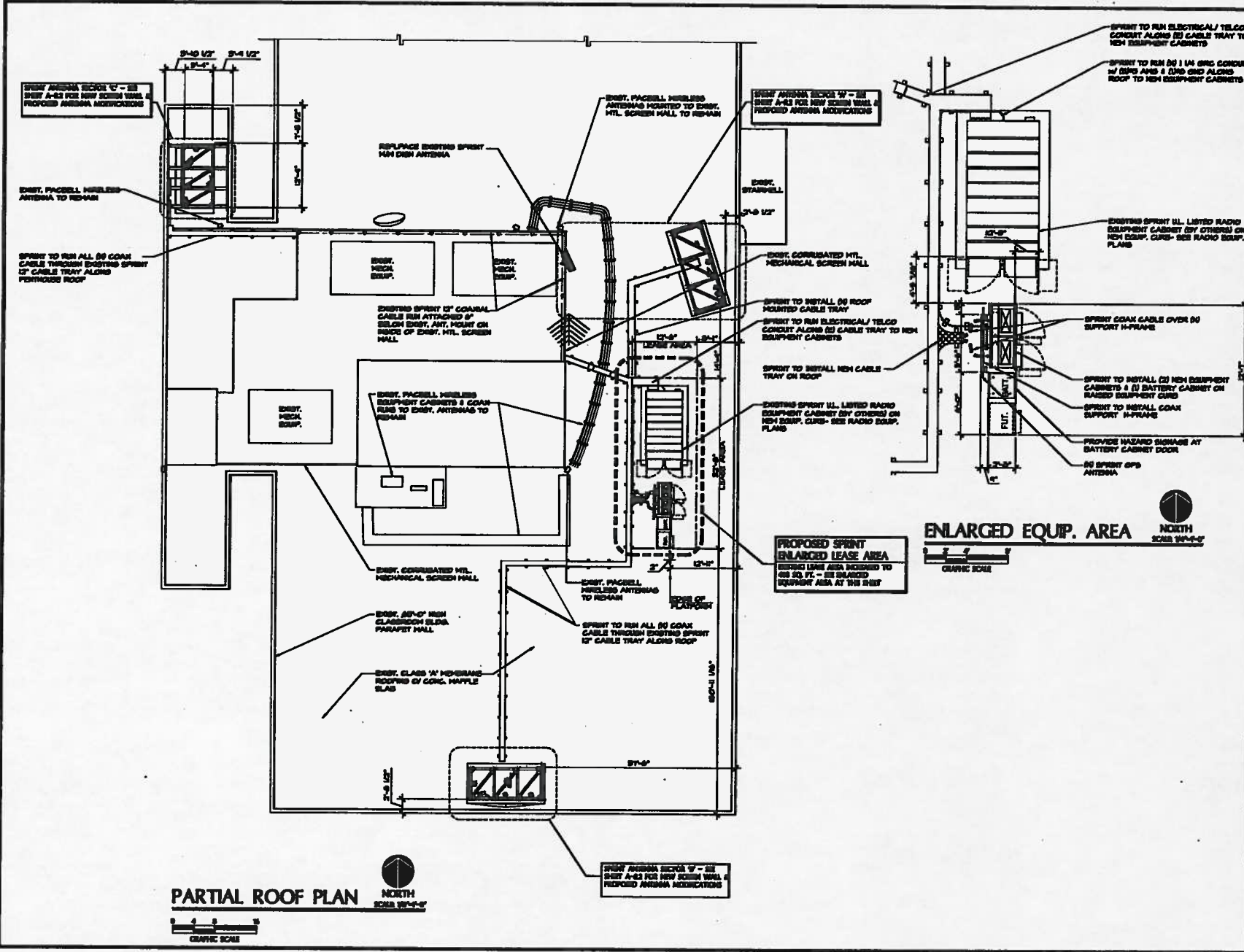
Job No. 157C	Date 11-29-11
Drawn By ADJ	Checked By WGA

Sheet Title
SITE PLAN

A-1

SITE PLAN





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 RSOC

1330 W. 17TH STREET, BLDG. D
 SANTA ANA, CA 92806

ENLARGED EQUIP. AREA
 NORTH
 SCALE 1/8"=1'-0"

PROPOSED SPRINT ENLARGED LEASE AREA
 EXISTING LEASE AREA INCREASED TO 60 SQ. FT. - SEE ENLARGED EQUIPMENT AREA AT THIS SHEET

PARTIAL ROOF PLAN
 NORTH
 SCALE 1/8"=1'-0"

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

Job No.	Date
1071C	11-28-11
Drawn By	Checked By
ADJ	WCA

Sheet Title
**PARTIAL ROOF PLAN
 ENLARGED EQUIPMENT AREA**

A-2

5.4 (7)

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Irvine, California 92602

OG25XC048
RSOC

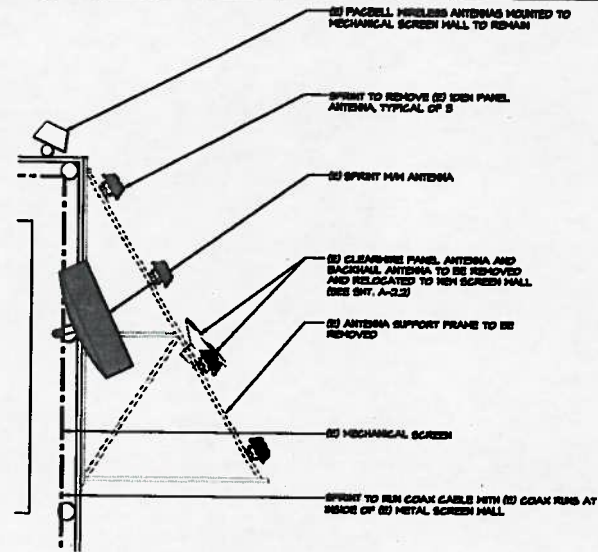
1530 W. 17TH STREET, BLDG. D
SANTA ANA, CA 92806

REVISIONS	12/1/11
ZONING REVIEW	1/18/12
100% CD Submitted	3/8/12
100% CD (Updated)	3/8/12
Modified Zoning Submitted	3/8/12
Modified Zoning Submitted	3/8/12

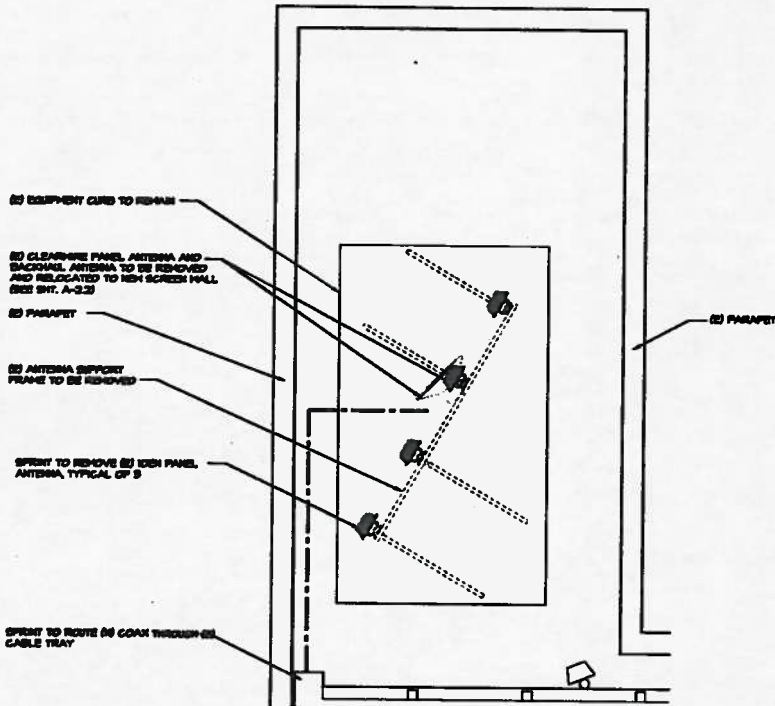
Job No. R71C	Date 9-28-11
Drawn By ADJ	Checked By WGA

Sheet Title
EXISTING ANTENNA
SECTOR PLANS

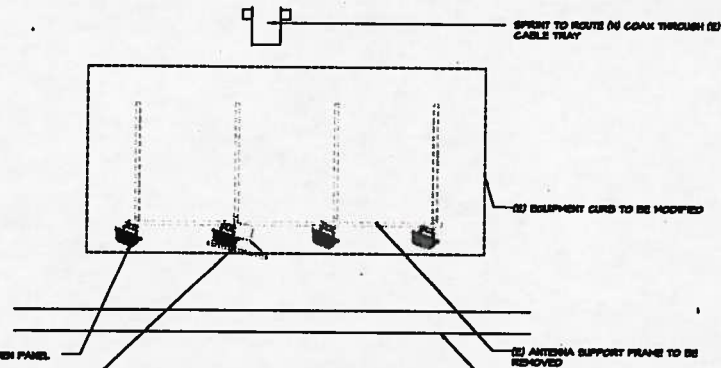
A-2.1



EXISTING ANTENNA
SECTOR A

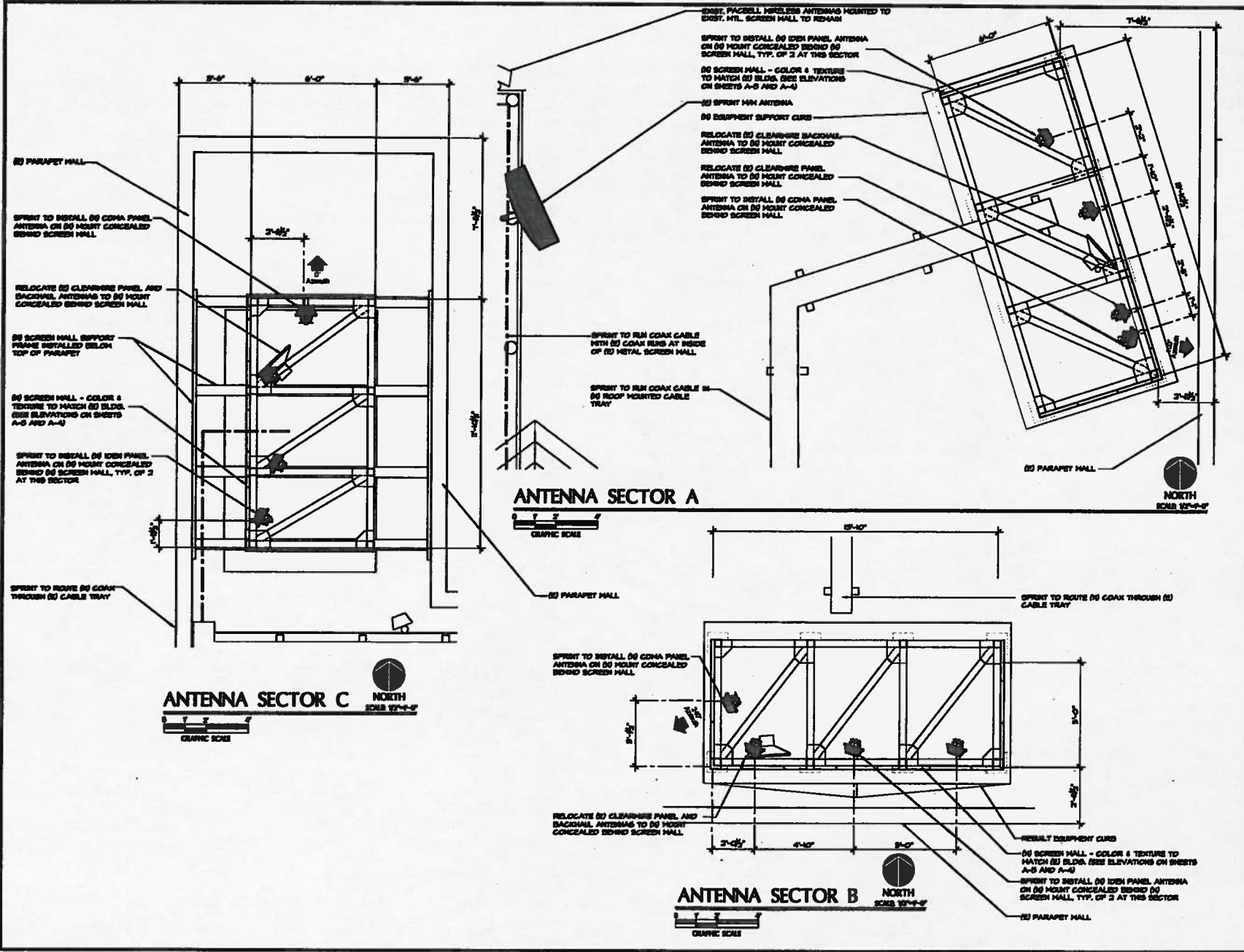


EXISTING ANTENNA
SECTOR C



EXISTING ANTENNA
SECTOR B





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Irvine, California 92602

OG25XC048
RSOC

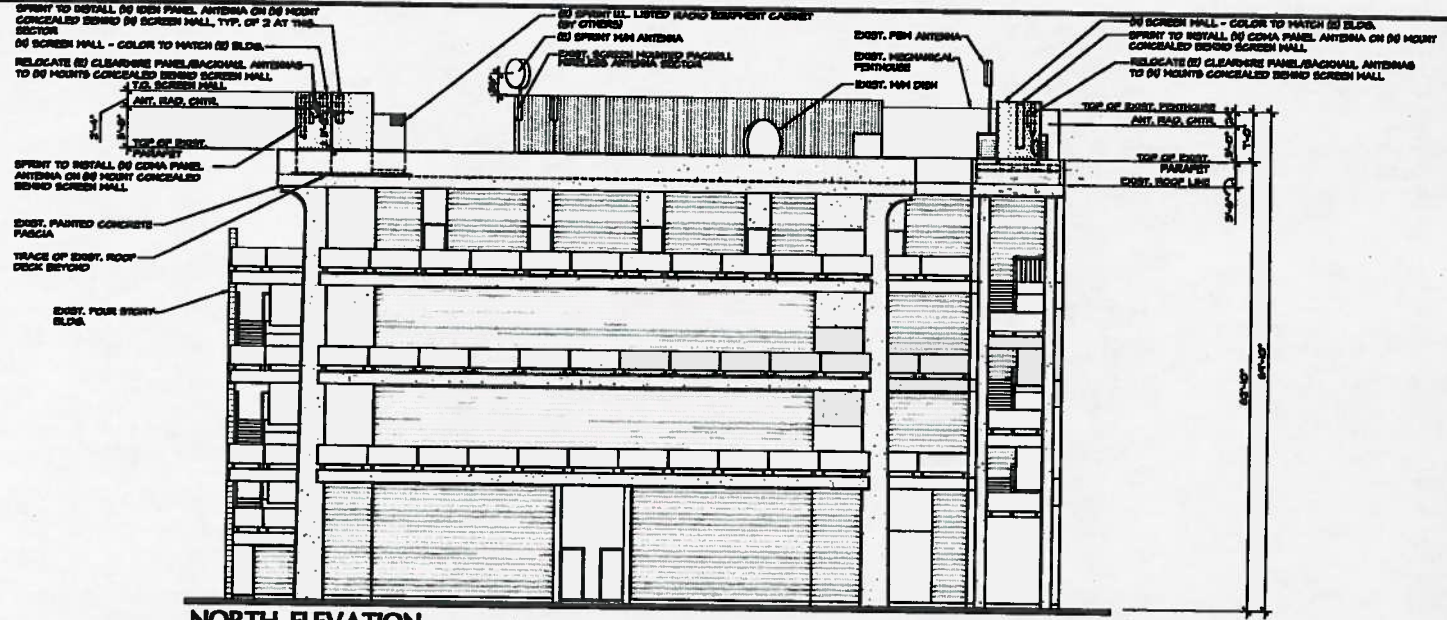
1330 W. 17TH STREET, BLDG. D
SANTA ANA, CA 92806

DESIGNED	REVIEW	DATE
1/18/11	1/18/11	1/18/11
1/18/11	1/18/11	1/18/11
1/18/11	1/18/11	1/18/11
1/18/11	1/18/11	1/18/11

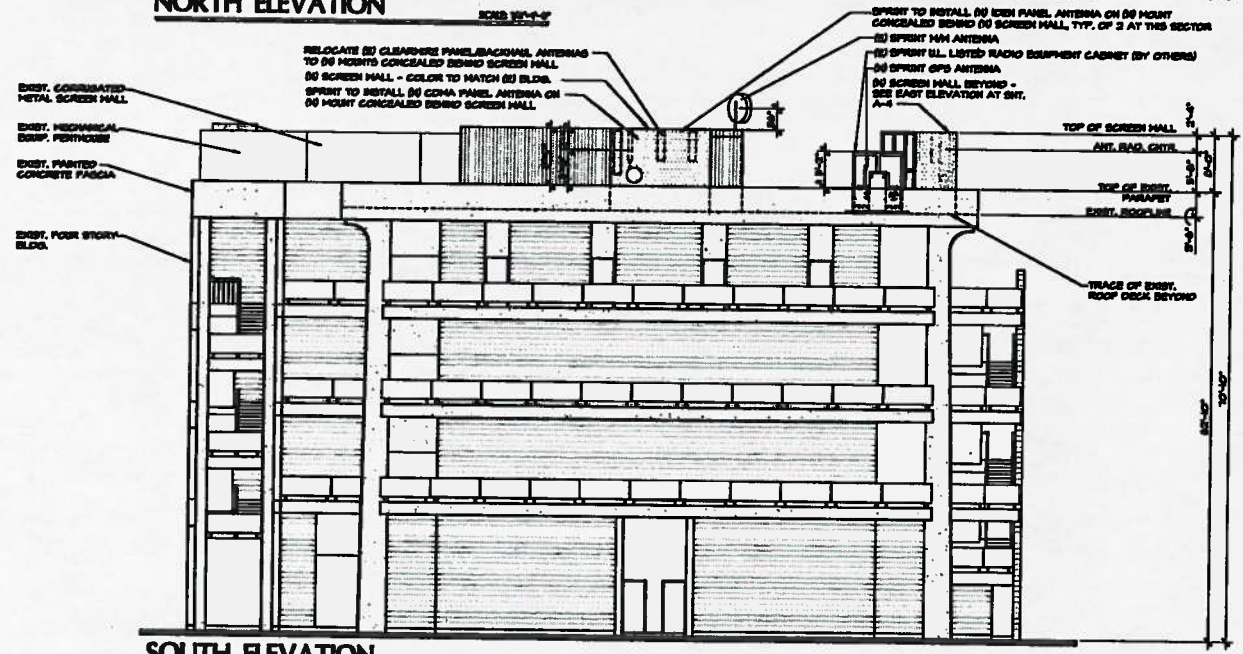
Job No.	Date
1171C	11-20-11
Drawn By	Checked By
ADJ	WGA

Sheet Title
**MODIFIED ANTENNA
SECTOR PLANS**

A-2.2



NORTH ELEVATION



SOUTH ELEVATION

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RSOC

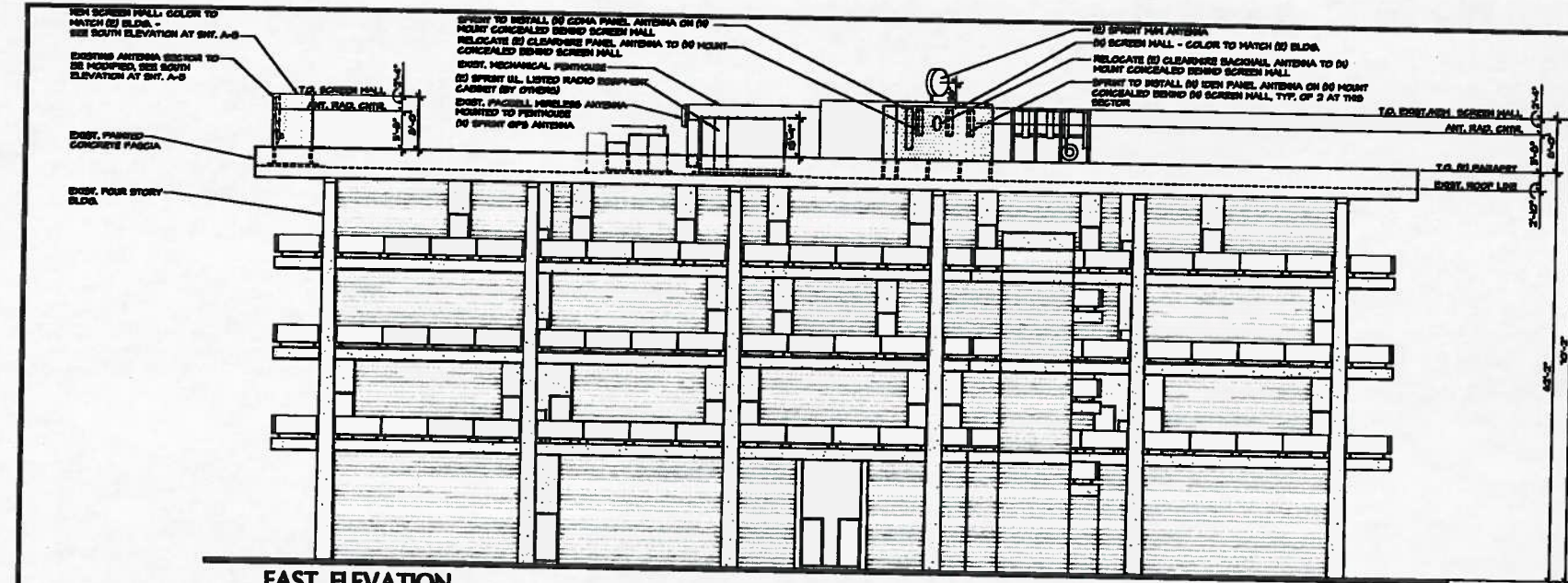
1530 W. 17TH STREET, BLDG. D
SANTA ANA, CA 92806

30% REVIEW	12/1/11
50% REVIEW	12/16/11
100% REVIEW	1/10/12
Final Review	1/10/12
Final Review	1/10/12

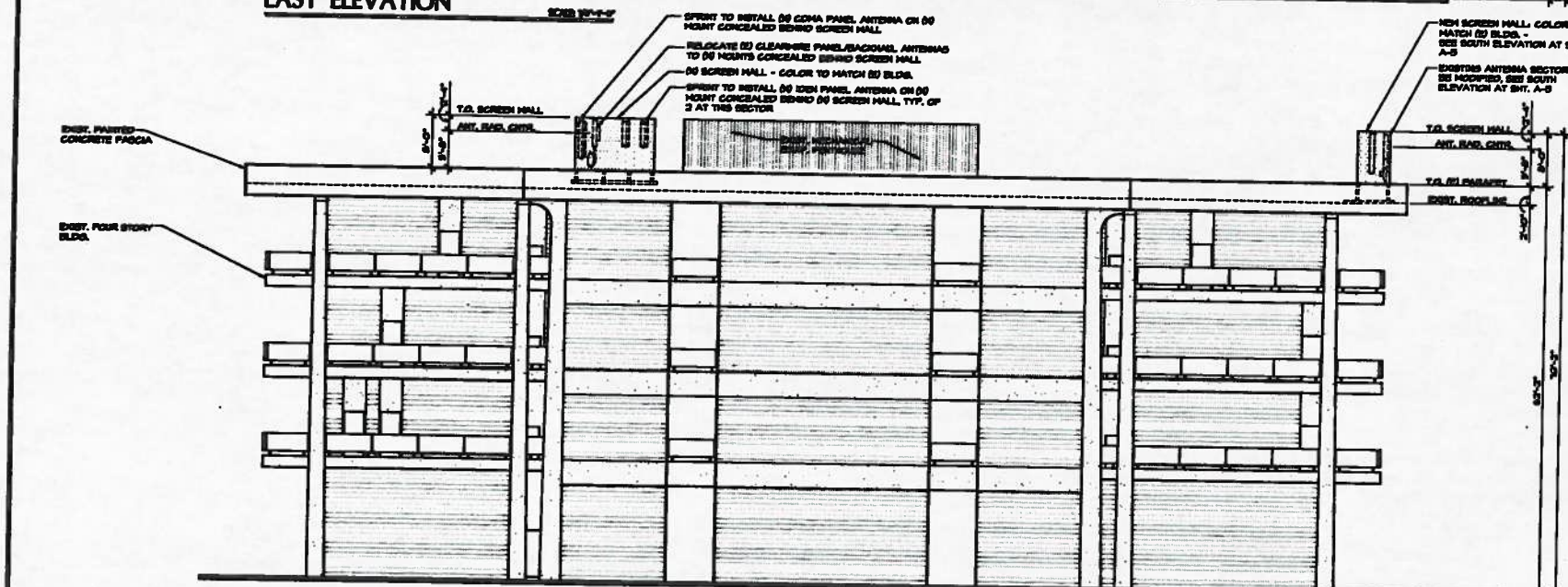
Job No. 177C	Date 11-28-11
Drawn By ADJ	Checked By WGA

Sheet Title
ELEVATIONS

A-3



EAST ELEVATION



WEST ELEVATION

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OG25XC048
 R50C

1530 W. 17TH STREET, BLDG. D
 SANTA ANA, CA 92706

2D/3D REVIEW	12/1/11
SIZE CO's	1/16/12
100% CD	2/2/12
100% CD (Updated)	2/2/12
Modified Starting	2/2/12
Modified Ending	2/2/12

Job No. 171C	Date 11-28-11
Drawn By ADJ	Checked By WGA

Sheet Title
ELEVATIONS

A-4

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

To:	Board of Trustees	Date: May 21, 2012
Re:	Adoption of Resolution No. 12-28 – Authorizing the Dedication of Easement to Southern California Edison at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District intends to provide an Easement to Southern California Edison (SCE) for construction, use, maintenance, operation alteration, addition to, repair, replacement and reconstruction of overhead and underground electrical supply and communications systems.

ANALYSIS:

As part of construction for the new soccer field at Santa Ana College electrical power lines will be re-routed and placed underground. Existing overhead lines interfere with the proposed fencing and pedestrian access. The purpose of the easement is to provide Southern California Edison access to power distribution equipment and transmission lines for upkeep, repair and inspection. The easement documents have been reviewed and accepted by legal counsel Lindsay Thorson for Atkinson, Andelson, Loya, Rudd & Romo.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-28 which authorizes the Dedication of Easement to Southern California Edison at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: May 21, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction and Support Services	
Submitted by:	Peter J Hardash, Vice Chancellor of Business and Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION NO. 12-28
OF THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT
AUTHORIZING THE DEDICATION OF AN EASEMENT TO SOUTHERN
CALIFORNIA EDISON

WHEREAS, Southern California Edison ("SCE") has requested that the Rancho Santiago Community College District ("District") dedicate an easement to SCE upon a portion of the District's Santa Ana College Site ("Easement"). A legal description and a map depicting the location of the Easement are attached hereto as Exhibit "A" and incorporated herein;

WHEREAS, pursuant to Education Code section 81310, the governing board of a community college district may convey to a public corporation, or private corporation engaged in the public utility business, for utility purposes any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree;

WHEREAS, the District desires to provide an Easement to SCE for construction, use, maintenance, operation, alteration, addition to, repair, replacement, reconstruction, inspection and removal of overhead and underground electrical supply and communication systems and necessary fixtures and appurtenances thereto pursuant to the terms and conditions set forth in the Grant of Easement attached hereto as Exhibit "B" and incorporated herein;

WHEREAS, pursuant to Education Code section 81311, on March 12, 2012, the District's governing board ("Board"), in a regular open meeting, by a two-thirds vote of all its members adopted Resolution No. 12-28 (the "Resolution") declaring its intention to dedicate the Easement;

WHEREAS, in accordance with Education Code section 81311, the District's Board fixed May 21, 2012, for a public hearing ("Public Hearing") upon the question of making the dedication of the Easement to SCE;

WHEREAS, pursuant to Education Code section 81312, the District posted copies of the Resolution in three public places in the District not less than ten (10) days before the Public Hearing, and published notice once, not less than five days before the Public Hearing, in a local newspaper;

WHEREAS, pursuant to Education Code section 81313, on May 21, 2012, at a regular meeting of the District's Board, the District held a Public Hearing upon the question of making the dedication of the Easement to SCE; and

WHEREAS, no petition pursuant to Education Code section 81314 has been filed with the District's Board.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. The District's Board authorizes and directs the President of the Board to execute the Easement and take whatever action is necessary to complete the dedication of the Easement to SCE.

Section 3. That the District's Board hereby determines that the District is in compliance with all relevant sections of the Education Code and all other applicable laws.

ADOPTED, SIGNED AND APPROVED this 21st day of May, 2012.

President of the Board of Trustees of
Rancho Santiago Community College District
Phillip Yarbrough, President

I, Arianna P. Barrios, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 21st day of May 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of Rancho Santiago
Community College District

EXHIBIT "A" and "B"

LEGAL DESCRIPTION AND MAP OF THE EASEMENT

GRANT OF EASEMENT

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties

2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	WORK ORDER	IDENTITY	MAP SIZE
	Santa Ana	6429-7252 TD508098	0-7201	
SCE Company	FIM 46-13D	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN 004-070-49	Real Properties	SLS/SM	02/20/2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including aboveground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

TWO STRIPS OF LAND LYING WITHIN A PORTION OF LOT 4 OF THE MABURY TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 165, PAGE 301 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

STRIP #1 (10.00 FEET WIDE) FOR UNDERGROUND SYSTEMS ONLY

THE WESTERLY AND NORTHERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED TO AKBAR MOHAMMAD POUR AND RAHELEH SAEIDKAR (MOHAMMAD POUR), RECORDED MAY 24, 2000 AS DOCUMENT NO. 20000271589 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY; THENCE SOUTHERLY ALONG THE EAST LINE OF THE LAND DESCRIBED IN PARCEL 2 OF SAID DEED, A DISTANCE OF 113.00 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER BEING IN THE NORTH LINE OF THE LAND DESCRIBED IN PARCEL 3 OF THE DEED TO THE GRANTOR HEREIN, RECORDED MAY 30, 2003 AS DOCUMENT NO. 2003000629547 OF SAID OFFICIAL RECORDS; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 155.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT AND TO TERMINATE NORTHERLY IN THE SOUTH LINE OF SEVENTEENTH STREET.

STRIP #2 (10.00 FEET WIDE) FOR OVERHEAD SYSTEMS ONLY

THE NORTHERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A"; THENCE EASTERLY ALONG THE NORTH LINE OF THE LAND DESCRIBED IN PARCEL 3 OF SAID DEED, A DISTANCE OF 12.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 60.00 FEET, MORE OR LESS, TO THE WEST LINE OF THE LAND DESCRIBED IN PARCEL 3 OF SAID DEED.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN THE WEST LINE OF THE LAND DESCRIBED IN PARCEL 3 OF SAID DEED.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

It is understood and agreed that this easement does not constitute a conveyance of a fee interest in Grantor's property or of the minerals therein and thereunder, but grants only the limited easement as provided above. The easement granted herein is on an "AS-IS" basis and Grantor makes no representation or warranty of any kind regarding the condition of the Grantor's property or the easement area. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Grantee.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents and contractors.

This easement is subject to all existing easements, covenants, and restrictions recorded against the Grantor's property.

EXECUTED this _____ day of _____, 20__.

GRANTOR

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California

Signature

Print Name

Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

By: _____
Dino J. LaBanca
Real Properties Department

Date: _____

State of California)
County of _____)

On _____ before me, _____, personally
(here insert name and title of the officer)

appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

5.5 (7)

State of California)
)
County of _____)

On _____ before me, _____, personally
(here insert name and title of the officer)

appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

City of Santa Ana
Cheetah 12KV o/o Lampson Sub

UNDERGROUND SERVICE ALERT
1-800-422-4133
1-800-227-2600
C. in USA
for the location of existing
& working gas, water, sewer,
or other utility lines.

EASEMENT REQUIRED!
Edison will require an easement around all conduits,
underground and overhead structures from the location where
the conduit enters the property on 17th Street to where the
overhead line leaves the property at Pole 643708H



Scale: 1" = 40'
or Construction Coordinators: Steve Romera
85-4313
Phone: 714-555-1988
Fax: 714-555-7909
Site: 08 Lines for new soccer field

NOTE:
ALL ELECTRICAL DEVICES AND STRUCTURES SHALL
CONFORM TO ALL LOCAL, STATE AND FEDERAL CODES
GOVERNING THE INSTALLATION OF ELECTRICAL DEVICES
AND STRUCTURES AND THE WORKING OF THE SAME
BY THE ELECTRICAL CONTRACTOR.

CONDUIT SHALL BE INSTALLED AND SUPPORTED
IN ACCORDANCE WITH THE NATIONAL ELECTRICAL
CODE (NEC) AND ALL LOCAL ORDINANCES.
CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH
THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL
ORDINANCES.

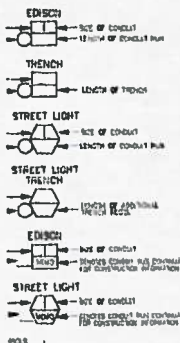
and Conduit Instructions
11/10 to be minimum 10" below finished
grade of all floors.
Run in 3" or 4" Schedule 40 Pipe 12" or
larger.
or Pull Pipe to Dead for Manufacturing
Inspection before backfilling and installation
and 714-555-6950 08 Hours in advance
of backfilling.

NOTES:
The Engineer will hold all Edison and Edison
plans and specifications in force at the time of
contract award. Any changes to the plans or
specifications shall be made by the Engineer
and shall be in accordance with the National
Electrical Code (NEC) and all local ordinances.
The Contractor shall be responsible for obtaining
all necessary permits from the appropriate
authorities.

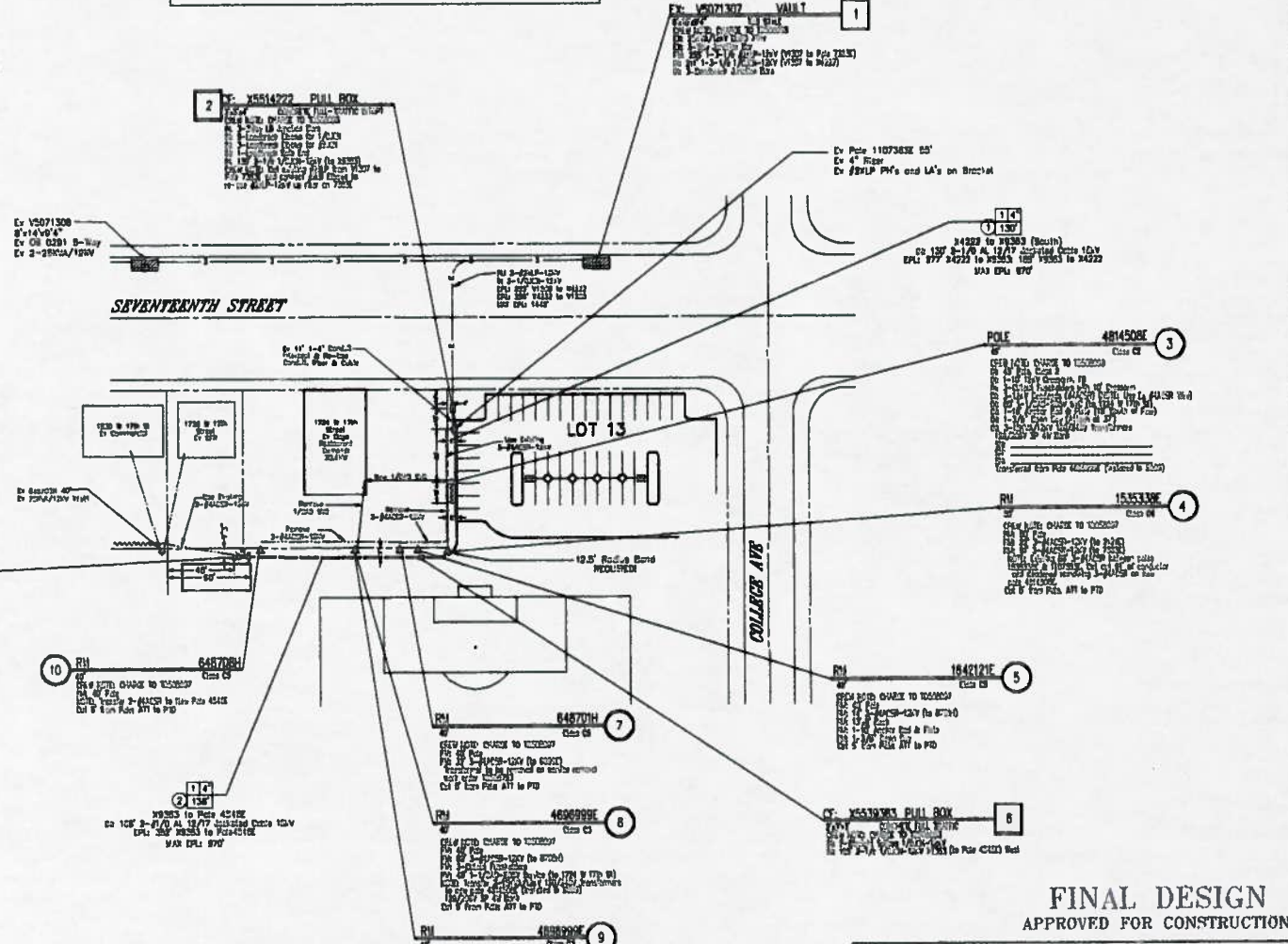
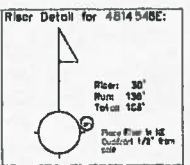
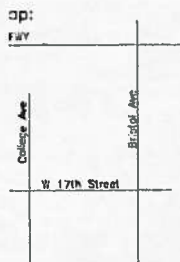
LEGEND CODE DEFINITIONS

- 1 - Conduit or structure shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.
- 2 - Conduit or structure shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.
- 3 - Conduit or structure shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.
- 4 - Conduit or structure shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.
- 5 - Conduit or structure shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.
- 6 - Conduit or structure shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.
- 7 - Conduit or structure shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.
- 8 - Conduit or structure shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.
- 9 - Conduit or structure shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.
- 10 - Conduit or structure shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.
- 11 - Pole shall be installed in accordance with the National Electrical Code (NEC) and all local ordinances.

IF CONDUIT SYMBOLS
INVENTORIAL U. G.



IT'S THE FOLLOWING:
NOT IN THIS ENCLOSURE IS
NOT FOR PORTION OF THE
Y ONE OR TWO CONDUITS
INDICATED IS REQUIRED TOP
5" OF TRENCH WITH ONLY
1" FOUR CONDUITS
LARGER IS REQUIRED FOR
ONE FOUR CONDUITS



481450E Class CI
NEW LINE CHANGE TO TRENCH
...
155339E Class CI
NEW LINE CHANGE TO TRENCH
...
164212E Class CI
NEW LINE CHANGE TO TRENCH
...
481454E Class CI
NEW LINE CHANGE TO TRENCH
...
481450E Class CI
NEW LINE CHANGE TO TRENCH
...
481450E Class CI
NEW LINE CHANGE TO TRENCH
...
481450E Class CI
NEW LINE CHANGE TO TRENCH
...

FINAL DESIGN
APPROVED FOR CONSTRUCTION

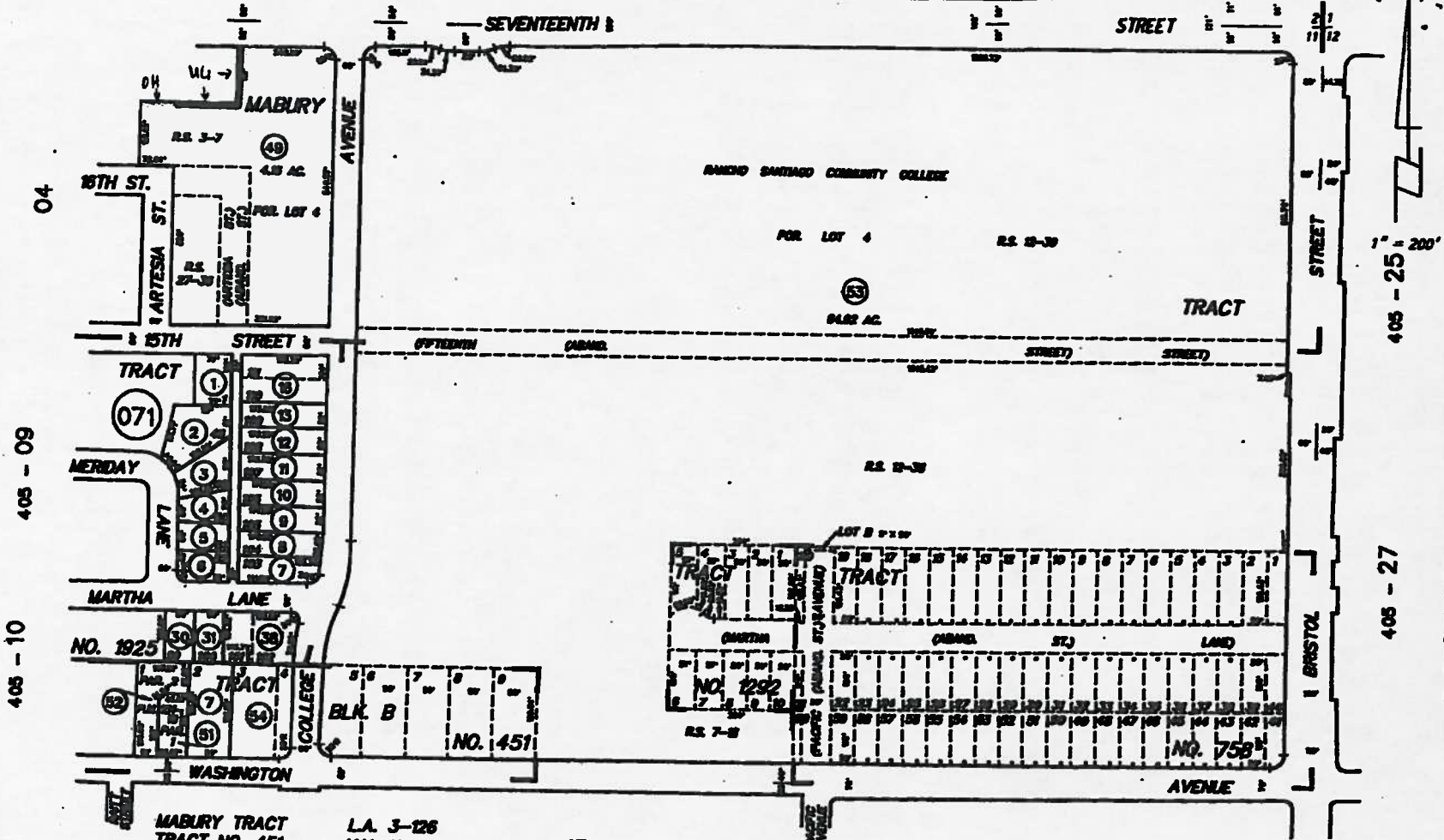
DATE	10/10/08	PROJECT NO.	08-006	PROJECT NAME	CHEETAH 12KV O/O LAMPSON SUB
DESIGNED BY	...	CHECKED BY	...	DRAWN BY	...
APPROVED BY	...	CITY OF SANTA ANA	...	PROJECT NO.	08-006
DATE	10/10/08	PROJECT NO.	08-006	PROJECT NAME	CHEETAH 12KV O/O LAMPSON SUB

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY. THE ASSESSOR MAKES NO GUARANTEE AS TO ITS ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.
 © COPYRIGHT ORANGE COUNTY ASSESSOR 1990

POR. NE 1/4, SEC. 11, T 5 S, R 10 W

399 - 12

004-07



MABURY TRACT
 TRACT NO. 451
 TRACT NO. 758
 TRACT NO. 1292
 TRACT NO. 1925
 PARCEL MAP

L.A. 3-126
 M.M. 16-41
 M.M. 23-26
 M.M. 46-5
 M.M. 53-8,9
 P.M. 151-10

405 - 15

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 004 PAGE 07 COUNTY OF ORANGE

MARCH 1948

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

To:	Board of Trustees	Date: May 21, 2012
Re:	Adoption of Resolution No. 12-29 – Authorizing the Dedication of Easement to AT&T California at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District intends to provide an Easement to Pacific Bell Telephone Company DBA AT&T California for construction, use, maintenance, operation, alteration, addition to, repair, replacement and reconstruction of underground and overhead communication facilities systems.

ANALYSIS:

As part of construction for the new soccer field at Santa Ana College telephone communication lines will be re-routed and placed underground. Existing overhead lines interfere with the proposed fencing and pedestrian access. The purpose of the easement is to provide AT&T access to communication equipment and transmission lines for upkeep, repair and inspection. The easement documents have been reviewed and accepted by legal counsel Lindsay Thorson for Atkinson, Andelson, Loya, Rudd & Romo.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No.12-29 which authorizes the Dedication of Easement to AT&T California at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: May 21, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction and Support Services	
Submitted by:	Peter J Hardash, Vice Chancellor of Business and Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION NO. 12-29
OF THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT
AUTHORIZING THE DEDICATION OF AN EASEMENT TO PACIFIC BELL
TELEPHONE COMPANY DBA AT&T CALIFORNIA

WHEREAS, Pacific Bell Telephone Company doing business as AT&T California (“AT&T”) has requested that the Rancho Santiago Community College District (“District”) dedicate an easement to AT&T upon a portion of the District’s Santa Ana College Site (“Easement”). A legal description and a map depicting the location of the Easement are attached hereto as Exhibit “A” and incorporated herein;

WHEREAS, pursuant to Education Code section 81310, the governing board of a community college district may convey to a public corporation, or private corporation engaged in the public utility business, for utility purposes any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree;

WHEREAS, the District desires to provide an Easement to AT&T for survey, installation, construction, reconstruction, placement, replacement, operation, inspection, improvement, repair, removal and maintenance of underground communication facilities and necessary fixtures and appurtenances thereto pursuant to the terms and conditions set forth in the Grant of Easement attached hereto as Exhibit “B” and incorporated herein;

WHEREAS, pursuant to Education Code section 81311, on March 12, 2012, the District’s governing board (“Board”), in a regular open meeting, by a two-thirds vote of all its members adopted Resolution No. 12-29 (the “Resolution”) declaring its intention to dedicate the Easement;

WHEREAS, in accordance with Education Code section 81311, the District’s Board fixed May 21, 2012, for a public hearing (“Public Hearing”) upon the question of making the dedication of the Easement to AT&T;

WHEREAS, pursuant to Education Code section 81312, the District posted copies of the Resolution in three public places in the District not less than ten (10) days before the Public Hearing, and published notice once, not less than five days before the Public Hearing, in a local newspaper;

WHEREAS, pursuant to Education Code section 81313, on May 21, 2012, at a regular meeting of the District’s Board, the District held a Public Hearing upon the question of making the dedication of the Easement to AT&T; and

WHEREAS, no petition pursuant to Education Code section 81314 has been filed with the District’s Board.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. The District's Board authorizes and directs the President of the Board to execute the Easement and take whatever action is necessary to complete the dedication of the Easement to AT&T.

Section 3. That the District's Board hereby determines that the District is in compliance with all relevant sections of the Education Code and all other applicable laws.

ADOPTED, SIGNED AND APPROVED this 21st day of May, 2012.

President of the Board of Trustees of
Rancho Santiago Community College District
Phillip Yarbrough

I, Arianna P. Barrios, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 21st day of May 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of Rancho Santiago
Community College District

EXHIBIT "A" and "B"

LEGAL DESCRIPTION AND MAP OF THE EASEMENT
GRANT OF EASEMENT

Exhibit "A"

Parcel A

A strip of land 5 feet in width lying within Record of Survey No. 2003-1046 in the City of Santa Ana, County of Orange, State of California, recorded in Book 195, Pages 26 and 27, inclusive, of Record of Survey Maps in the office of the Recorder of said County, said centerline of strip of land more particularly described as follows:

Beginning at the centerline intersection of Seventeenth Street and College Avenue as shown on said Record of Survey No. 2003-1046; Thence South $89^{\circ} 47' 49''$ West along the centerline of said Seventeenth Street, a distance of 234.40 feet; Thence South $00^{\circ} 12' 11''$ East, a distance of 52.00 feet to a point, said point being on the Southerly line of said Seventeenth Street and the Northerly line of said Record of Survey No. 2003-1046, said point also being the Northeast corner of Lot 6 as shown on Record of Survey in the City of Santa Ana, County of Orange, State of California, recorded in Book 27, Page 36, of Record of Survey Maps in the office of the Recorder of said County; Thence South $01^{\circ} 33' 19''$ West along the Easterly line of said Lot 6 and the Westerly line of said Record of Survey No. 2003-1046, a distance of 26.65 feet to a point, said point being the True Point of Beginning, said point also being the beginning of a curve concave Southwesterly having a radius of 12.50 feet, a radial line through said point bears North $17^{\circ} 48' 56''$ East; Thence Southeasterly along said curve through a central angle of $73^{\circ} 44' 23''$, a distance of 16.09 feet; Thence South $01^{\circ} 33' 19''$ West, a distance of 69.97 feet to the beginning of a curve concave Northwesterly having a radius of 12.50 feet; Thence Southwesterly along said curve through a central angle of $88^{\circ} 14' 42''$, a distance of 19.25 feet; Thence South $89^{\circ} 48' 01''$ West, a distance of 117.21 feet to the beginning of a curve concave Northeasterly having a radius of 12.50 feet; Thence Northwesterly along said curve through a central angle of $68^{\circ} 28' 00''$, a distance of 15.03 feet to point on the Northerly line of said Record of Survey No. 2003-1046 and the Southerly line of Lot 5 of said Record of Survey, said point being the end of said strip.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate on the said Westerly line of said Lot 6 and the said Southerly line of said Lot 5 of said Record of Survey.

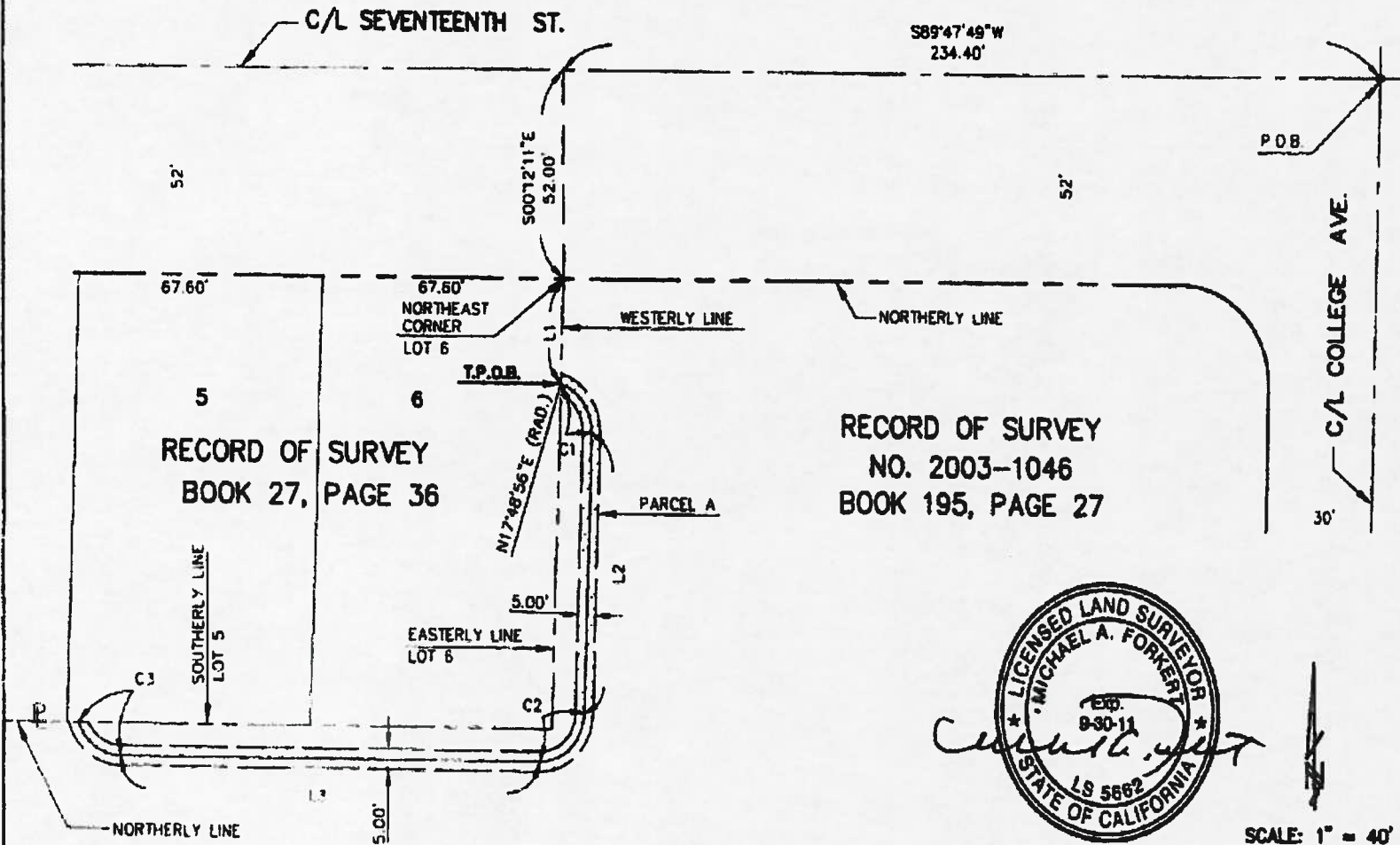
Shown on Attachment "B" hereto and made a part hereof, containing 1,188 square feet (0.03 acres) more or less.



C:\MAIN\FBI\PacBel\4900\S16955-1-In Legal\5955-Legal B.doc

LINE	DIRECTION	DISTANCE
L1	S01°33'19"W	26.65'
L2	S01°33'19"W	69.97'
L3	S89°48'01"W	117.21'

CURVE DATA			
No	R	L	Δ
C1	12.50'	16.09'	73°44'23"
C2	12.50'	19.25'	88°14'42"
C3	12.50'	15.03'	68°53'59"



RECORD OF SURVEY
NO. 2003-1046
BOOK 195, PAGE 27



SCALE: 1" = 40'

SHEET 2 OF 2

at California
LC(22) 8268627
EXHIBIT "B"

JN 6955

**RECORDING REQUEST BY
AND WHEN RECORDED RETURN TO:**

PACIFIC BELL TELEPHONE COMPANY
dba AT&T California
1265 Van Buren Street, Room 180
Anaheim, CA 92807
ATTN: RIGHT OF WAY DEPT.

Pursuant to Revenue & Taxation Code Section 11911, this document is exempt from documentary transfer tax in that this is a conveyance of an easement and the consideration and value is less than \$100.

Space Above This Line For Recorder's Use Only

APN: 004-070-49
CF0057B R/W UNDERGROUND

LC(22)8268627
E041103/9563

GRANT OF EASEMENT

The undersigned Grantor(s), hereby grant(s) to PACIFIC BELL TELEPHONE COMPANY, a California corporation doing business as "AT&T California," its associated and affiliated companies and its and their successors, assigns, lessees, representatives, contractors, subcontractors, employees, and agents, hereinafter referred to as "Grantee," a non-exclusive easement ("Easement"), together with the right of way therefore on, in, over, across, above, under, upon and through that certain real property in the City of Santa Ana, County of Orange, State of California, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Servient Property"), the easement area of which is more particularly depicted on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area"), to enter upon the Easement Area to survey, install construct, reconstruct, place, replace, operate, inspect, improve, repair, remove and maintain such underground communication facilities as Grantee may from time to time require (including ingress thereto and egress therefrom) consisting of wires, cables, conduits, pipes, manholes, handholes, service boxes, aboveground markers, risers, service pedestals, underground and aboveground switches, fuses, terminals, terminal equipment cabinets, transformers with associated concrete pads, associated electrical conductors, necessary fixtures and appurtenances necessary to any and all thereof (the "Facilities").

The legal description as described on Exhibit A was prepared pursuant to Section 8730(c) of the California Business and Professions Code. The Easement shall be located within the proposed Easement Area of said Servient Property as depicted on Exhibit B.

RIGHTS AND CONDITIONS OF GRANT OF EASEMENT

This Grant of Easement is subject to and incorporates the following rights and conditions:

1. This Easement does not constitute a conveyance of a fee interest in the Servient Property, the Easement Area, or of the minerals therein and thereunder, but grants only the limited Easement as provided herein.
2. This Easement is granted on an "AS-IS" basis and Grantor makes no representation or warranty of any kind regarding the condition of the Servient Property or the Easement Area.
3. Grantor shall not erect or construct any building or other structure, or drill or operate any well within the Easement Area.
4. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Grantee.
5. This Easement is subject to all existing easements, covenants, and restriction recorded against the Grantor's property.
6. Upon written approval of the Grantor, which approval may not be unreasonably withheld, Grantee, at no expense or liability to the Grantor, may cut, remove, trim, or otherwise control and/or dispose of, all trees, foliage, limbs, brush, roots, and other growth on the Servient Property and Easement Area, on, around, under or overhanging, intruding and/or restricting the use of the Easement Area as may be necessary for the protection of said Facilities. All such cuttings, trimmings and removals shall be removed from Servient Property by Grantee at its own cost and expense.
7. Upon written approval of the Grantor, which approval may not be unreasonably withheld, Grantee, at no expense or liability to the Grantor, may cut, fill or otherwise change the grade of said Easement Area and to place such drainage and retaining structures thereon, for the protection of such Facilities.
8. Grantor and Grantee shall defend, indemnify and save each other, their respective agents, employees, authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, harmless from all loss, damage, or injury to persons or property, including all legal costs and attorney's fees, arising in any manner out of the performance occurring by reason of anything done or omitted to be done by the indemnifying party under or in connection with any activities related to this Easement. This indemnification shall not be valid in the instance where the loss is caused by the gross negligence, willful misconduct, intentional tort or criminal act of any person indemnified herein. This Paragraph shall survive the expiration of this Agreement.

9. Grantor also grants to Grantee the right to receive municipal service and commercial power from the appropriate utility company serving the area, together with the right for such utility company to place its respective service facilities upon, under and within said Easement Area, subject to the same terms and conditions of this Grant of Easement. Access to the Easement Area may require the utility company to enter into a separate agreement with the Grantor. All costs associated with such separate agreement, including attorneys fees of the Grantor will be the responsibility of the Grantee.
10. Grantee shall make or cause to be made such repairs and take such action as is necessary to maintain the Easement Area and Grantee's Facilities and improvements at all times in good condition and repair and to prevent or remedy the destruction, damage or deterioration of all or any portion of the Servient Property.
11. All notices required or provided for under this Grant of Easement shall be in writing, delivered in person or by certified mail, return receipt requested, or by a nationally recognized overnight delivery service addressed to the Parties as indicated below.

If to Grantor:

 Tel: _____
 Fax: _____
 E-mail: _____

If to Grantee:

AT&T

 Tel: _____
 Fax: _____
 E-mail: _____

12. Each individual executing this Grant of Easement on behalf of each respective Party acknowledges and warrants that it: (i) has full authority to execute this Grant of Easement on behalf of such Party, (ii) this Grant has been duly authorized and approved by such Party, and (iii) this Grant constitutes a valid and binding obligation of such Party.
13. The Easement and the covenants, restrictions, conditions, rights and obligations contained herein shall bind and shall inure to the benefit of the respective successors and assigns of the Parties hereto, and shall run and pass with and benefit the Easement Area granted herein and burden the Servient Property.

IN WITNESS HEREOF, the parties have executed this Grant of Easement as of the date set forth below.

Executed this _____ day of _____, 2012.

GRANTOR:

Rancho Santiago Community College
District, a political subdivision of the State
of California

By: _____

Its: _____

GRANTEE ACCEPTANCE:

The undersigned Grantee hereby accepts
this Grant of Easement and agrees to be
bound by it.

Pacific Bell Telephone Company,
a California corporation dba AT&T
California

By: _____

Its: _____

Dated: _____

NOTARY CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA,)
COUNTY OF)

On _____ before me, _____
(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA,)
COUNTY OF)

On _____ before me, _____
(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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

To:	Board of Trustees	Date: May 21, 2012
Re:	Adoption of Resolution No. 12-27 - Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Interpipe Construction, Inc. for Bid #1140, Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 12-27 as well as Exhibit A.

Resolution No 12-27 and Change Order #8 as outlined, increases the contract by \$6,031.73. The revised contract amount is \$937,847.16. 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 27.565% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. This resolution has been reviewed by legal counsel, Hugh Lee, and is acceptable.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-27, Interpipe Construction, Inc. for Bid #1140, Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$6,031.73	Board Date: May 21, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTUION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE
CONTRACTING, INC. FOR CERTAIN ADDITIONALWORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

RESOLUTION NO. 12-27

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for construction work at the Santiago Canyon College Athletics/Aquatic Complex, ("Project") to Interpipe Contracting, Inc. ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including rerouting a storm drain line to an existing curb inlet outside the building. This item is more fully described in Exhibit "A";

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost of the Change Order is \$6,031.73 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statues requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 5. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 21st day of May, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Phillip Yarbrough, President of the Rancho Santiago Community College District Governing Board, do hereby certif. that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, Arianna P. Barrios, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, d hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 21st day of May, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 21st day of May, 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

**CHANGE ORDER FOR ADDITIONAL WORK RELATD TO
THE SANTIAGO CANYON COLLEGE ATHLETICS AND AQUATICS COMPLEX**

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No.	1140	P.O. # 10-P0014549
	D.S.A. No.	4-109232	
Contractor: Interpipe Contracting Inc	Change Order No.	8	
Architect: The Austin Company	Date:	5/7/12	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$735,190.00
Previous Change Orders	\$196,625.43	
This Change Order	\$6,031.73	
Total Change Orders		\$202,657.16
Revised Contract Amount		\$937,847.16
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		May 21, 2012

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

CHANGE ORDER

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

Project: Aquatic & Athletic Center Project at Santiago Canyon College

Bid No. 1140

P.O. # 10-P0014549

D.S.A. No. 4-109232

Contractor: Interpipe Contracting Inc

Change Order No. 8

Architect: The Austin Company

Date: 4/13/12

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Reroute storm drain line 80' to an existing curb inlet outside of the building per rfi #286</p> <p><u>REASON:</u> Point of connection on the drawings didn't exist</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$6,031.73
Sub-Total		\$0.00	\$6,031.73
Total			\$6,031.73

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

To: Board of Trustees	Date: May 21, 2012
Re: Approval of Lease Agreement with Structum, Inc	
Action: Request for Approval	

BACKGROUND

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

ANALYSIS

Structum is a technology company that focuses on helping small companies and start-ups improve their business in the cloud by using their own cloud platform, iKnode. iKnode is a cloud platform for .Net developers that makes it easy and cost effective to develop server-side functionality. Structum focuses on *Cloud Computing, Knowledge Representation and Management, and Application development*.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of: May 1st, 2012 – April 30th, 2013.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Structum, Inc and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact: \$2,468.40	Board Date: May 21, 2012
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Ph.D., Chancellor	

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

To: Board of Trustees	Date: May 21, 2012
Re: Approval of Lease Agreement with DishClips	
Action: Request for Approval	

BACKGROUND

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

ANALYSIS

DishClips is a website and mobile platform that's revolutionizing the way people discover, experience and share food and local restaurants. Through the power of HD video, DishClips showcases dishes and stories from local restaurants in an accurate, enticing, and easy to share format that engages and enrolls the customer.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of: May 1st, 2012 – April 30th, 2013.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with DishClips and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact: \$4,018.80	Board Date: May 21, 2012
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Ph.D., Chancellor	

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022405	28,231.31	ORANGE COAST PLUMBING INC	Building Improvements	SP		4/10/2012
12-P0022687	397.60	KELLY PAPER	Non-Instructional Supplies			4/9/2012
12-P0022688	2,450.77	XPEDX PAPER CO	Non-Instructional Supplies			4/9/2012
12-P0022689	3,025.62	UNISOURCE PAPER CO	Non-Instructional Supplies			4/9/2012
12-P0022691	300.00	VARGAS MARTHA C	Other Participant Travel Exp	SP		4/9/2012
* 12-P0022692	240.00	CCLC COMMUNITY COLLEGE LEAGUE	Other Exp Paid for Students			4/9/2012
* 12-P0022693	1,940.47	APPLE COMPUTER INC	Non-Instructional Supplies			4/9/2012
12-P0022695	433.16	CVR COMPUTER SUPPLIES, INC	Instructional Supplies	SP		4/9/2012
12-P0022696	594.74	CDW GOVERNMENT INC.	Equipment - Federal Progs >200	SP		4/9/2012
12-P0022697	7,574.10	CITY OF HUNTINGTON BEACH	Instructional Agrmt - Salary			4/9/2012
12-P0022698	20,068.60	US OCEAN SAFETY	Instructional Agrmt - Salary			4/9/2012
* 12-P0022699	20,741.00	CITY OF LAGUNA BEACH	Instructional Agrmt - Salary			4/9/2012
12-P0022700	479.30	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		4/9/2012
12-P0022701	1,020.00	STUDENT INSURANCE	All Risk/Athletic Insurance			4/9/2012
12-P0022702	593.95	BEARCOM	Repair & Replacement Parts			4/9/2012
12-P0022703	2,383.42	YALE CHASE	Repair & Replacement Parts			4/9/2012
12-P0022704	6,929.65	SO CALIF EDISON CO	Buildings - Contracted Svcs	SP	BOND	4/9/2012
12-P0022706	6,000.00	CITY OF ORANGE	Buildings - Contracted Svcs	SP	BOND	4/9/2012
12-P0022707	149.69	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		4/10/2012
12-P0022708	213.33	IN N OUT BURGER	Food and Food Service Supplies	SP		4/10/2012
12-P0022709	805.43	ABC SCHOOL EQUIPMENT INC	Equipment - Federal Progs >200	SP		4/10/2012
12-P0022710	933.38	DON BOOKSTORE	Non-Instructional Supplies	SP		4/10/2012
12-P0022711	996.69	BLUE RIBBON TROPHY CO	Non-Instructional Supplies	SP		4/10/2012
12-P0022712	1,029.02	HERFF JONES INC.	Non-Instructional Supplies	SP		4/10/2012
12-P0022713	4,393.40	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		4/10/2012
12-P0022714	635.56	GALE GROUP	Library Books			4/10/2012
12-P0022715	25.84	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/10/2012
12-P0022716	347.54	MURPHY PRINTING CO	Non-Instructional Supplies	SP		4/10/2012
12-P0022717	1,491.95	NCS PEARSON INC	Instructional Supplies	SP		4/10/2012
12-P0022718	1,623.61	SCHOOL DATEBOOKS	Supplies Paid for Students	SP		4/10/2012
* 12-P0022720	13,100.00	ON COURSE INC.	Books, Mags & Ref Mat, Non-Lib	SP		4/10/2012
12-P0022721	1,000.00	CADAVID MAURICIO	Contracted Services	SP		4/10/2012
12-P0022722	980.53	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies			4/11/2012
12-P0022723	65.97	SCANTRON CORP	Non-Instructional Supplies	SP		4/11/2012
12-P0022724	3,054.71	AMERICAN REPROGRAPHICS CO LLC	Rental-Equipment (Short-term)	SP		4/11/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.10 (1)

No. 5.10

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022725	1,364.65	XPEDX PAPER CO	Instructional Supplies	SP		4/11/2012
12-P0022726	1,717.54	UNISOURCE PAPER CO	Instructional Supplies	SP		4/11/2012
12-P0022727	5,900.00	LEONARD CHAIDEZ TREE SERVICE	Site Improvements	SP		4/11/2012
12-P0022728	7,366.76	NTH GENERATION COMPUTING INC	Equipment - All Other > \$1,000			4/12/2012
12-P0022729	33,731.50	NTH GENERATION COMPUTING INC	Equipment - All Other > \$1,000			4/12/2012
12-P0022730	8,463.76	NTH GENERATION COMPUTING INC	Equipment - Federal Progs >200	SP		4/12/2012
12-P0022731	4,688.00	NTH GENERATION COMPUTING INC	Equipment - Federal Progs >200	SP		4/12/2012
12-P0022732	160.01	PJ OF ORANGE COUNTY ONE LP	Food and Food Service Supplies	SP		4/12/2012
12-P0022733	13,972.00	JOHNSON CONTROLS	Contracted Repair Services	SP		4/12/2012
12-P0022734	3,135.00	PROFESSIONAL PLUMBING &	Building Improvements	SP		4/12/2012
12-P0022735	595.90	KNORR SYSTEMS INC	Repair & Replacement Parts			4/12/2012
12-P0022736	4,145.00	LEONARD CHAIDEZ TREE SERVICE	Contracted Services	SP		4/12/2012
12-P0022737	1,161.67	ACTION DOOR CONTROLS INC	Contracted Repair Services	SP		4/12/2012
12-P0022738	2,080.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		4/12/2012
12-P0022739	860.00	RIZVI SYED AIJAZ MUSTAFA	Conference Expenses	SP		4/13/2012
12-P0022740	1,872.16	ODT INC	Books, Mags & Ref Mat, Non-Lib	SP		4/13/2012
* 12-P0022741	251.45	WE LEARN WOMAN EXPANDING	Inst Dues & Memberships	SP		4/13/2012
12-P0022742	236.51	SADDLEBACK EDUCATION PUBLISHING INC	Books, Mags & Ref Mat, Non-Lib	SP		4/13/2012
12-P0022743	900.00	JFK TRANSPORTATION	Transportation - Student	SP		4/13/2012
12-P0022744	839.60	RAUL PACHECO	Equipment - Federal Progs >200	SP		4/13/2012
12-P0022745	4,000.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		4/13/2012
12-P0022746	998.23	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		4/13/2012
12-P0022747	4,000.00	DON BOOKSTORE	Instructional Supplies	SP		4/13/2012
12-P0022748	3,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/13/2012
12-P0022749	5,057.00	DON BOOKSTORE	Non-Instructional Supplies	SP		4/13/2012
12-P0022750	504.36	RIVERSIDE PUB COM	Instructional Supplies	SP		4/13/2012
12-P0022751	18.00	DELMIS K. ALVARADO	Conference Expenses	SP		4/13/2012
12-P0022752	1,075.00	BOARD OF GOVERNORS	Conference Expenses	SP		4/13/2012
* 12-P0022753	1,497.62	CARRIER CORP	Repair & Replacement Parts			4/13/2012
12-P0022754	1,837.50	CORVEL ENTERPRISE COMP INC	Contracted Services			4/16/2012
* 12-P0022755	27,200.00	ROSE & TUCK	Contracted Services	SP		4/16/2012
12-P0022756	582.90	AMERICAN EXPRESS	Conference Expenses	SP		4/16/2012
12-P0022757	622.34	HOCA ASSOCIATES, LLC	Conference Expenses	SP		4/17/2012
12-P0022758	800.00	ROMELIA MADRIGAL	Other Exp Paid for Students	SP		4/17/2012
12-P0022759	295.00	ALBERTSON'S	Food and Food Service Supplies	SP		4/17/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022760	242.17	PAT & OSCAR'S	Food and Food Service Supplies	SP		4/17/2012
12-P0022761	3,000.00	SODEXHO	Food and Food Service Supplies	SP		4/17/2012
12-P0022762	1,250.73	SODEXHO	Food and Food Service Supplies	SP		4/17/2012
12-P0022763	1,045.18	HOUGHTON MIFFLIN HARCOURT PUBL	Books, Mags & Ref Mat, Non-Lib	SP		4/17/2012
12-P0022764	5,916.28	VIRCO MFG CORP	Equipment - Federal Progs >200	SP		4/17/2012
12-P0022765	144.65	PBS VIDEO	Instructional Supplies	SP		4/17/2012
* 12-P0022766	671.07	APCO GRAPHICS INC	Contracted Services	SP		4/17/2012
12-P0022767	1,168.50	D4 SOLUTIONS INC.	Contracted Services	SP		4/17/2012
12-P0022768	58.86	AMBROSE VIDEO PUB INC	Instructional Supplies	SP		4/17/2012
12-P0022769	1,043.95	SVM LP	Other Exp Paid for Students	SP		4/17/2012
12-P0022771	437.82	HOOKE'S REPAIR SERVICE	Contracted Repair Services	SP		4/17/2012
12-P0022772	1,042.35	PLAQUE MAKER.COM	Non-Instructional Supplies	SP		4/18/2012
12-P0022773	355.27	XPEDX PAPER CO	Non-Instructional Supplies			4/18/2012
12-P0022774	655.12	COMPUTECH INTERNATIONAL INC	Equipment - Federal Progs >200	SP		4/18/2012
12-P0022775	890.05	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		4/18/2012
12-P0022776	1,348.22	AIRGAS INC	Equipment - All Other > \$1,000			4/18/2012
12-P0022777	94.81	CDW GOVERNMENT INC.	Non-Instructional Supplies	SP		4/18/2012
* 12-P0022778	5,434.47	VIRCO MFG CORP	Non-Instructional Supplies	SP		4/19/2012
12-P0022779	100.00	MARTHA C. VARGAS	Conference Expenses	SP		4/19/2012
12-P0022780	1,422.08	JAY'S CATERING	Food and Food Service Supplies	SP		4/19/2012
12-P0022781	1,400.00	NORTHSTAR ENTERPRISES INC	Contracted Repair Services	SP		4/19/2012
12-P0022782	2,683.54	NORTHSTAR ENTERPRISES INC	Repair & Replacement Parts			4/19/2012
12-P0022783	8,808.56	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		4/19/2012
12-P0022784	620.00	LUX BUS AMERICA	Transportation - Student	SP		4/19/2012
12-P0022785	1,160.06	BARNES & NOBLE INC	Non-Instructional Supplies	SP		4/19/2012
12-P0022786	452.40	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	4/19/2012
12-P0022787	500.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	4/19/2012
* 12-P0022788	1,045.42	NORTHSTAR ENTERPRISES INC	Contracted Repair Services			4/19/2012
12-P0022789	1,184.04	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		4/19/2012
12-P0022790	696.50	CAPP ASSOCIATES INC	Non-Instructional Supplies	SP		4/19/2012
12-P0022791	113.78	DON BOOKSTORE	Non-Instructional Supplies	SP		4/19/2012
12-P0022792	896.94	IBID2MARKET LLC	Non-Instructional Supplies	SP		4/19/2012
12-P0022793	53.98	AMAZON COM	Books, Mags & Ref Mat, Non-Lib	SP		4/19/2012
12-P0022794	646.00	SCANTRON CORP	Maint Contract - Office Equip			4/19/2012
12-P0022795	14,950.00	BKF ENGINEERS	Buildings - Engineering Costs	SP	BOND	4/19/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.10 (3)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022796	10,984.00	RITE-WAY ROOF CORP	Contracted Repair Services	SP		4/19/2012
12-P0022797	585.00	UNIV OF MISSOURI	Conference Expenses	SP		4/19/2012
12-P0022798	346.20	DENISE M. FOLEY	Conference Expenses	SP		4/19/2012
12-P0022799	69.00	ORANGE COUNTY BUSINESS JOURNAL	Books, Mags & Ref Mat, Non-Lib	SP		4/20/2012
12-P0022800	4,390.61	SPINITAR PRESENTATION PRODUCTS	Equipment - All Other > \$1,000			4/20/2012
12-P0022801	541.12	BUSINESS MACHINES SECURITY	Non-Instructional Supplies	SP		4/20/2012
12-P0022802	2,152.85	B2B COMPUTER PRODUCTS LLC	Equipment - All Other > \$1,000			4/20/2012
12-P0022803	133.00	PRO-LOK	Non-Instructional Supplies	SP		4/20/2012
12-P0022804	2,770.00	RYDIN DECAL	Non-Instructional Supplies	SP		4/20/2012
12-P0022805	78.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			4/20/2012
12-P0022806	890.05	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		4/20/2012
* 12-P0022807	2,185.39	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		4/20/2012
12-P0022808	3,910.04	B2B COMPUTER PRODUCTS LLC	Equipment - Federal Progs >200	SP		4/20/2012
12-P0022809	53.86	BUSINESS MACHINES SECURITY	Non-Instructional Supplies			4/23/2012
12-P0022810	699.30	JOHNSTONE SUPPLY	Equip/Software - >\$200 <\$1,000			4/23/2012
* 12-P0022811	1,234.82	CARVIN CORP	Instructional Supplies			4/23/2012
12-P0022812	100.00	APPLE COMPUTER INC	Non-Instructional Software	SP		4/23/2012
12-P0022813	117.42	APPLE COMPUTER INC	Software License and Fees			4/23/2012
* 12-P0022814	1,384.74	APPLE COMPUTER INC	Non-Instructional Supplies			4/23/2012
* 12-P0022815	210.00	YEMELYANOV IVAN	Contracted Services	SP		4/23/2012
* 12-P0022816	210.00	SCHIUTT STEVE	Contracted Services	SP		4/23/2012
* 12-P0022817	210.00	BIRDSALL RICHARD R	Contracted Services	SP		4/23/2012
* 12-P0022818	210.00	ACKLEY ELAINE	Contracted Services	SP		4/23/2012
* 12-P0022819	210.00	FIGUEROA ERIC A	Contracted Services	SP		4/23/2012
* 12-P0022820	2,500.00	GLOBAL TRADE INC	Contracted Services	SP		4/24/2012
* 12-P0022821	2,500.00	WELCHES JOHN	Contracted Services	SP		4/24/2012
* 12-P0022822	9,375.00	CALDERON DAVID	Contracted Services	SP		4/24/2012
12-P0022823	6,000.00	MACIAS VICTOR A	Contracted Services	SP		4/24/2012
12-P0022824	695.42	INTERNATIONAL DIVERSIFIED MARKETING, INC.	Non-Instructional Supplies	SP		4/24/2012
12-P0022825	57.00	ACT	Non-Instructional Supplies	SP		4/24/2012
12-P0022826	31.50	ACT	Non-Instructional Supplies	SP		4/24/2012
12-P0022827	393.39	MIDWEST LIBRARY SVC	Library Books	SP		4/24/2012
12-P0022828	710.00	GARCIA RODRIGUEZ MIGUEL	Food and Food Service Supplies	SP		4/24/2012
12-P0022829	915.23	HERFF JONES INC.	Non-Instructional Supplies	SP		4/24/2012
12-P0022830	39.43	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/24/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022831	2,577.30	HAJOCA CORP	Repair & Replacement Parts			4/24/2012
12-P0022832	1,000.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP		4/24/2012
12-P0022833	1,388.74	GOLD COAST TOURS	Transportation - Student	SP		4/24/2012
12-P0022834	525.00	MUSEUM OF TOLERANCE	Supplies Paid for Students	SP		4/24/2012
12-P0022835	275.00	NAT'L. ASSOC FOR CAREER & TECHNICAL EDUC IN	Conference Expenses	SP		4/24/2012
12-P0022836	275.00	NAT'L. ASSOC FOR CAREER & TECHNICAL EDUC IN	Conference Expenses	SP		4/24/2012
12-P0022837	1,000.00	ORANGE COUNTY REGISTER	Legal Expenses			4/24/2012
* 12-P0022838	46,751.82	DELL COMPUTER	Equipment - Federal Progs >200	SP		4/25/2012
12-P0022839	245.25	SURVIVAL SKILLS CO	Non-Instructional Supplies			4/25/2012
12-P0022840	1,090.00	SOUTHERN CALIF MARINE INSTITUTE	Conference Expenses	SP		4/26/2012
12-P0022841	15,629.00	CITY OF SANTA ANA	Instructional Agrmt - Salary			4/26/2012
12-P0022842	2,995.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		4/26/2012
12-P0022843	41,625.00	DATATEL INC	Contracted Services			4/26/2012
12-P0022844	1,398.00	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		4/26/2012
12-P0022845	26,740.00	PROFESSIONAL TURF SPECIALTIES INC	Contracted Services	SP		4/26/2012
* 12-P0022846	5,950.00	OWENS STEVE	Contracted Services	SP		4/26/2012
12-P0022847	775.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		4/26/2012
12-P0022849	659.00	STATE WATER RESOURCES	Sites - Licenses, Fees & Taxes	SP	BOND	4/26/2012
12-P0022850	223.05	APPLE COMPUTER INC	Non-Instructional Supplies			4/26/2012
12-P0022851	4,558.00	GROUNDS FOR PLAY INC	Equipment - Federal Progs >200	SP		4/26/2012
12-P0022852	1,750.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			4/26/2012
12-P0022853	608.09	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			4/26/2012
12-P0022854	2,965.38	DELL COMPUTER	Equipment - All Other > \$1,000			4/26/2012
12-P0022855	360.26	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		4/26/2012
12-P0022856	1,000.00	COLLEGE BOARD	Equipment - Software > \$1,000	SP		4/26/2012
12-P0022857	4,260.32	DELL COMPUTER	Equipment - All Other > \$1,000			4/26/2012
12-P0022858	88.65	SKYMALL INC	Non-Instructional Supplies	SP		4/27/2012
12-P0022859	96.20	MEDICAL ARTS PRESS	Non-Instructional Supplies	SP		4/27/2012
12-P0022860	594.54	INNOVATIVE EDUCATORS	Instructional Supplies	SP		4/27/2012
12-P0022861	387.84	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/27/2012
12-P0022862	399.64	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies	SP		4/27/2012
12-P0022863	1,176.62	ADVANCED IMAGE DIRECT	Packaging/Mail Prep/Processing	SP		4/27/2012
12-P0022864	750.00	ROSA HARRIZON	Conference Expenses	SP		4/27/2012
12-P0022865	350.00	TANAKEYOWMA LILIA MARGARITA	Conference Expenses	SP		4/27/2012
* 12-P0022866	1,070.72	MULTIWAVE TECH CORP	Instructional Supplies	SP		4/27/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.10 (5)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022867	1,068.88	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		4/27/2012
12-P0022868	198.95	ACADEMIC SUPERSTORE	Software License and Fees	SP		4/27/2012
* 12-P0022869	6,055.45	CREEL PRINTING OF CA	Class Schedules/Printing	SP		4/30/2012
12-P0022870	1,550.00	LUX BUS AMERICA	Transportation - Student	SP		4/30/2012
12-P0022871	29,750.00	PERCEPTIVE SOFTWARE INC	Equipment - Software > \$1,000	SP	BOND	4/30/2012
12-P0022872	236.81	SCANTRON CORP	Non-Instructional Supplies	SP		4/30/2012
12-P0022873	26,492.64	INTELECOM	Other Licenses & Fees			4/30/2012
12-P0022874	2,988.26	CULVER NEWLIN INC	Non-Instructional Supplies	SP		5/1/2012
12-P0022875	10,000.00	DATATEL INC	Contracted Services			5/1/2012
12-P0022876	56.57	SCHICK RECORDS MGMT	Non-Instructional Supplies			5/1/2012
12-P0022877	235.50	NATIONAL INSTITUTE FOR WOMEN	Instructional Supplies	SP		5/1/2012
12-P0022878	692.57	CDW GOVERNMENT INC.	Non-Instructional Supplies			5/1/2012
* 12-P0022879	1,750.94	TROXELL COMM INC	Instructional Supplies			5/1/2012
12-P0022880	376.16	CDW GOVERNMENT INC.	Instructional Supplies	SP		5/1/2012
12-P0022881	2,759.34	APPLE COMPUTER INC	Equipment - All Other > \$1,000			5/1/2012
12-P0022882	1,500.00	IRVINE PIPE SUPPLY	Repair & Replacement Parts			5/1/2012
12-P0022883	7,072.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		5/1/2012
* 12-P0022884	709.72	CORINE L. DOUGHTY	Non-Instructional Supplies	SP		5/2/2012
12-P0022885	1,500.00	OC HISPANIC CHAMBER OF COMMERCE	District Business/Sponsorships	SP		5/2/2012
12-P0022886	2,478.25	7-FOURTEEN	Non-Instructional Supplies	SP		5/2/2012
12-P0022887	1,370.25	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		5/2/2012
12-P0022888	1,256.18	FISHER SCIENTIFIC	Instructional Supplies	SP		5/2/2012
* 12-P0022889	1,607.60	CULVER NEWLIN INC	Contracted Services	SP		5/2/2012
12-P0022890	500.00	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			5/2/2012
12-P0022891	2,330.00	MCT TECHNOLOGY INC.	Software Support Service	SP		5/2/2012
* 12-P0022892	24,619.10	DELL COMPUTER	Equipment - All Other > \$1,000	SP		5/3/2012
12-P0022893	113.88	SCAQMD	Public Agencies' Assess & Fees			5/3/2012
* 12-P0022894	3,000.00	ROMELIA MADRIGAL	Other Participant Travel Exp	SP		5/3/2012
12-P0022895	3,761.00	HYATT	Other Participant Travel Exp	SP		5/3/2012
12-P0022896	340.00	JTA LLC INC	Food and Food Service Supplies	SP		5/3/2012
12-P0022897	468.17	PLAYERS CHOICE	Non-Instructional Supplies	SP		5/3/2012
12-P0022898	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		5/3/2012
12-P0022899	42.74	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		5/3/2012
12-P0022900	88.60	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		5/3/2012
12-P0022901	1,239.64	DON BOOKSTORE	Books Paid for Students	SP		5/3/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.10(6)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022902	125.00	INLAND CUTTER SERVICE INC	Repair & Replacement Parts			5/3/2012
12-P0022903	3,679.00	ORANGE COAST PLUMBING INC	Contracted Repair Services	SP		5/3/2012
12-P0022904	2,069.50	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		5/3/2012
* 12-P0022905	49,577.20	SCANTRON CORP	Equip/Software - >\$200 <\$1,000	SP		5/3/2012
12-P0022906	185.10	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		5/3/2012
12-P0022907	4,427.00	RIDELINKS INC	Contracted Services	SP		5/3/2012
12-P0022908	226.20	CDW GOVERNMENT INC.	Instructional Supplies	SP		5/3/2012
12-P0022909	900.00	CAPP ASSOCIATES INC	Software License and Fees	SP		5/3/2012
12-P0022910	2,008.00	KOURY ENGINEERING & TESTING INC	Buildings - Engineering Costs	SP	BOND	5/3/2012
12-P0022911	400.49	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		5/3/2012
12-P0022912	1,742.99	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		5/3/2012
12-P0022913	258.00	GMS ELEVATOR	Contracted Repair Services	SP		5/3/2012
12-P0022914	925.05	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		5/3/2012
* 12-P0022915	973.13	PORTACRAFT INC	Non-Instructional Supplies	SP		5/3/2012
12-P0022916	555.00	GMS ELEVATOR	Contracted Repair Services			5/3/2012
12-P0022917	236.25	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		5/3/2012
12-P0022918	2,900.00	ACADEMIC SENATE FOR	Conference Expenses	SP		5/3/2012
12-P0022919	224.00	RIZUTO JOHN	Repair & Replacement Parts			5/3/2012
12-P0022920	382.06	CITY OF SANTA ANA	Rental - Facility (Short-term)	SP		5/3/2012
12-P0022921	899.81	COAST ELECTRIC	Contracted Services	SP		5/3/2012
12-P0022922	1,307.21	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		5/4/2012
12-P0129347	7,000.00	BREA CHAMBER OF COMMERCE	Rental - Facility (Short-term)	SP		4/11/2012
12-P0129348	32,512.50	SANTA ANA UNIFIED SCHOOL DIST	Rental - Facility (Short-term)	SP		4/18/2012
12-P0129349	304.00	SCANTRON CORP	Maint Contract - Office Equip			4/19/2012
12-P0129350	372,376.00	NORTH ORANGE COUNTY COMMUNITY	Contracted Services	SP		4/26/2012
12-P0129351	289,232.00	CSU FULLERTON	Contracted Services	SP		4/26/2012
12-P0129352	50,120.00	CHAPMAN UNIVERSITY	Contracted Services	SP		5/2/2012
12-PO129287	3,750.00	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	Contracted Services	SP		4/23/2012

Grand Total: \$ 1,536,848.08

5.10 (7)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 8, 2012 THROUGH MAY 5, 2012
BOARD MEETING OF MAY 21, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0022405	\$28,231.31	Emergency repair and replacement of existing infrastructure fire water line at Santa Ana College	SAC-Administrative Services	Blown fire water line was found under "P" building. Hydrostatic testing, trenching, saw cutting, concrete removal and replacement of valves were conducted. Work was completed December 6, 2011
12-P0022698	\$20,068.60	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: January 22, 2008
12-P0022699	\$20,741.00	Instructional hours for Fire Technology training for Fall 2010	SAC-Fire Technology	Board approved: November 9, 2007
12-P0022729	\$33,731.50	Server blades and various HP equipment	DO-ITS	Received Quotations: 1) *Nth Generation Computing Inc 2) Govplace 3) Hewlett Packard *Successful Bidder
12-P0022755	\$27,200.00	Consulting services to upgrade Financial Aid processes	SAC-Financial Aid	Board approved: April 2, 2012
12-P0022838	\$46,751.82	Dell computers and related components	OEC	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009
12-P0022841	\$15,629.00	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: February 4, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 8, 2012 THROUGH MAY 5, 2012
BOARD MEETING OF MAY 21, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0022843	\$41,625.00	Professional services to migrate from Oracle to Microsoft SQL Server as the District's database management system	DO-ITS	Board approved: March 28, 2011
12-P0022845	\$26,740.00	Turf maintenance of soccer and football fields at Santa Ana College	SAC-Maintenance & Operations	Received Quotations: 1) *Professional Turf Specialties Inc 2) Barendt Construction Inc 3) Lee Bent Tree & Landscaping *Successful Bidder
12-P0022871	\$29,750.00	Professional services for additional scripting and workflow expansion as part of the H/R and Payroll software enhancement project	DO-ITS	Sole Source Board approved: February 22, 2011
12-P0022873	\$26,492.64	2012/2013 enrollment assessment fee	SAC-Distance Education	Based on 2010/2011 Intelcom provided telecourse enrollment
12-P0022892	\$24,619.10	Dell computers and related components	SAC-Human Services & Technology	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009
12-P0022905	\$49,577.20	Scantron scanners including software licenses, on-site maintenance and training	SCC-Arts, Humanities & Social Sciences	Received Quotations: 1) *Harland Technology Services 2) Logic Extension Resources *Successful Bidder
12-P0129348	\$32,512.50	Facilities lease used by Santa Ana College at various SAUSD sites for Fall 2012	CEC	Board approved: November 20, 2006

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 8, 2012 THROUGH MAY 5, 2012
BOARD MEETING OF MAY 21, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0129350	\$372,376.00	Sub-award agreement between RSCCD and North Orange CCCD related to HSI ENGAGE in STEM Title III Grant	DO-Educational Services	Board approved: December 5, 2011
12-P0129351	\$289,232.00	Sub-award agreement between RSCCD and CSU Fullerton Auxiliary Services related to HSI ENGAGE in STEM Title III Grant	DO-Educational Services	Board approved: December 5, 2011
12-P0129352	\$50,120.00	Agreement between Chapman University and Santa Ana College Upward Bound 2012 - Summer Residential Program for (35) students and (5) staff	SAC-Upward Bound	Board approved: April 23, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: May 21, 2012
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Child Development Training Consortium (SAC) - <i>Augmentation</i> Funds provided by the Yosemite Community College District/Child Development Training Consortium to recruit and assist students seeking a new or maintaining a current child development permit through the college's Child Development Program. (11/12)	4/19/2012	\$4,375
SAC - \$4,375		

RECOMMENDATION

It is recommended that the board approve these items and that the Vice Chancellor of Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$4,375	Board Date: May 21, 2012
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #1241
NAME: CHILD DEVELOPMENT TRAINING CONSORTIUM - Santa Ana College & Santiago Canyon College
FISCAL YEAR: 2011/12

CONTRACT PERIOD: 9/1/11 - 6/30/12
 CONTRACT INCOME 13,600
 Augmentation: 4,375
 TOTAL 17,975
 CFDA #: 93.575

PROJ. ADM. Bart Hoffman/Corine Doughty
 PROJ. DIR. Gwen Morgan-Bezell/Michelle Hardy

Revised Date: 05/09/2012

Instructional agreement and campus coordinator agreement from Yosemite Community College District/Child Development Training Consortium (YCCD/CDTC)

Datatel String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	1241	000000	10000	8199	Other Federal Revenues : Santa Ana College		9,450		13,825		4,375
12	1241	000000	20000	8199	Other Federal Revenues : Santiago Canyon College		4,150		4,150	0	
Santa Ana College											
12	1241	732000	15717	7610	Books Paid for Students : Human Development	900		900		0	
12	1241	732000	15717	7640	Tuition Paid for Students : Human Development	8,550		12,925		4,375	
Santiago Canyon College											
					Reassigned Time (Michelle Hardy)						
12	1241	130500	25230	1480	- program facilitation for both SAC and SCC	0		3,140		3,140	
12	1241	130500	25230	1483	Beyond Contr - Reassigned Time	3,140		0			3,140
12	1241	130500	25230	3115	STRS - Non-Instructional : Human Development	259		259		0	
12	1241	130500	25230	3325	Medicare - Non-Instructional : Human Development	45		45		0	
12	1241	130500	25230	3435	H & W - Retiree Fund Non-Instructional : Human Devel	31		31		0	
12	1241	130500	25230	3515	SUI - Non-Instructional : Human Development	50		50		0	
12	1241	130500	25230	3615	WCI - Non-Instructional : Human Development	75		75		0	
12	1241	732000	25230	7610	Books Paid for Students : Human Development	100		100			0
12	1241	732000	25230	7640	Tuition Paid for Students : Human Development	450		450			0
Total 1241 - Child Dlvpr Training Consortium						13,600	13,600	17,975	17,975	7,515	7,515

6.1 (2)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: May 21, 2012
Re: Approval of First Amendment to Subcontract Agreements between RSCCD and Coachella Valley Economic Partnership, Riverside City College and East Los Angeles College	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Youth Entrepreneurship Program (YEP) by the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, to provide programs that encourage youth ages 14 – 27 to consider entrepreneurship as a viable career path and to engage in entrepreneurship training and development. The sub-agreement between RSCCD and Coachella Valley Economic Partnership, Riverside City College and East Los Angeles College are to expand YEP services into these service areas. RSCCD's YEP is aligned with its Business Entrepreneurship Center (BEC), which serves Los Angeles and Orange Counties and the Inland Empire. YEP expansion through partnerships with local colleges and economic development organizations in multiple counties enables the project director to address both YEP and BEC program objectives.

ANALYSIS

Rancho Santiago Community College District's YEP partners agree to modify the agreement as follows:

- Article 1.6. Expenditure of Grant Funds - SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds. These Grant funds are not eligible to be represented as matching funds to any federal grant.
- Coachella Valley Economic Partnership and Riverside City College agree to include the language referencing two grant award funding sources.
- Riverside City College agrees to modify the agreement start date to be March 21, 2012.

Project Administrator Leila Mozaffari and Project Director is Maricela Sandoval.

RECOMMENDATION

It is recommended that the board approve the amendment to each subcontract agreement and 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: none	Board Date: May 21, 2012
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**AMENDMENT ONE TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Coachella Valley Economic Partnership**

This **FIRST AMENDMENT** is entered into this 21st day of May 2012, between Rancho Santiago Community College District (hereinafter "RSCCD") and Coachella Valley Economic Partnership (hereinafter "SUBCONTRACTOR") to amend that Agreement between the parties which commenced on January 3, 2012, and

WHEREAS, RSCCD was awarded "Youth Entrepreneurship Program" grants, #10-172-045 and #10-172-051 (hereinafter "Grants"), from the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations.

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of these Grants; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

WHEREAS, the parties desire to amend the following:

NOW THEREFORE, it is mutually agreed by RSCCD and SUBCONTRACTOR to modify Article I.6. Expenditure of Grant Funds of the sub-recipient agreement, as follows:

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds. These Grant funds are not eligible to be represented as matching funds to any federal grant.

Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this FIRST AMENDMENT to the Agreement to be executed as of this 21st day of May 2012.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**SUBCONTRACTOR: COACHELLA
VALLEY ECONOMIC PARTNERSHIP**

By: _____

By: _____

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

Name: Thomas Flavin
Title: President/CEO

Date: _____

Date: _____

**AMENDMENT ONE TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Riverside City College**

This **FIRST AMENDMENT** is entered into this 21st day of May 2012, between Rancho Santiago Community College District (hereinafter "RSCCD") and Riverside City College (hereinafter "SUBCONTRACTOR") to amend that Agreement between the parties which commenced on February 1, 2012, and

WHEREAS, RSCCD was awarded "Youth Entrepreneurship Program" grants, #10-172-045 and #10-172-051 (hereinafter "Grants"), from the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations.

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of these Grants; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

WHEREAS, the parties desire to amend the following:

NOW THEREFORE, it is mutually agreed by RSCCD and SUBCONTRACTOR to modify the sub-recipient agreement, as follows:

Article I.2. Period of Performance – The period of performance for this Agreement shall be from ~~February 1, 2012~~ March 21, 2012, through June 20, 2012.

Article I.6. Expenditure of Grant Funds - SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds. These Grant funds are not eligible to be represented as matching funds to any federal grant.

Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this FIRST AMENDMENT to the Agreement to be executed as of this 21st day of May 2012.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**SUBCONTRACTOR: RIVERSIDE CITY
COLLEGE**

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor, Business Operations

Name: Cynthia E. Azari, Ed.D.

Title: and Fiscal Services

Title: President, Riverside City College

Date: _____

Date: _____

**AMENDMENT ONE TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*East Los Angeles College***

This **FIRST AMENDMENT** is entered into this 21st day of May 2012, between Rancho Santiago Community College District (hereinafter "RSCCD") and East Los Angeles College (hereinafter "SUBCONTRACTOR") to amend that Agreement between the parties which commenced on March 1, 2012, and

WHEREAS, RSCCD was awarded "Youth Entrepreneurship Program" grants, #10-172-045 and #10-172-051 (hereinafter "Grants"), from the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations.

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of these Grants; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

WHEREAS, the parties desire to amend the following:

NOW THEREFORE, it is mutually agreed by RSCCD and SUBCONTRACTOR to modify Article I.6. Expenditure of Grant Funds of the sub-recipient agreement, as follows:

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds. These Grant funds are not eligible to be represented as matching funds to any federal grant.

Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this FIRST AMENDMENT to the Agreement to be executed as of this 21st day of May 2012.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**SUBCONTRACTOR: EAST LOS ANGELES
COLLEGE**

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor, Business Operations

Name: _____

Title: and Fiscal Services

Title: _____

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**HUMAN RESOURCES AND EDUCATIONAL SERVICES**

To: Board of Trustees	Date: May 21, 2012
Re: Adoption of Resolution No. 12-30 Designating New Trustee Area Boundaries	
Action: Request for Approval	

BACKGROUND

At the February 6, 2012 meeting, the Board approved amendments to Board Policies 9003 and 9004, changing the current at-large method of trustee elections to elections by individual trustee areas. The Board engaged the services of National Demographics Corporation (NDC) to develop the new boundaries and on April 23, 2012, approved the redistricting criteria and timeline.

ANALYSIS

Initial maps were presented at a community forum on May 6, 2012 and at the Board meeting on May 7, 2012. Based upon input from trustees and the community, NDC has developed revised boundary maps for the Board's review and consideration.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 12-30 specifying new trustee area boundaries and authorize the Chancellor to submit all relevant maps and supporting documentation to the Orange County Registrar of Voters in order to implement the new trustee area boundaries for the November 6, 2012 election.

Fiscal Impact: None	Board Date: May 21, 2012
Item Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION NO. 12-30

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ESTABLISHING
TRUSTEE AREAS FROM WHICH DISTRICT GOVERNING BOARD MEMBERS
WILL BE ELECTED AND APPROVING THE ELECTION OF SUCH BOARD
MEMBERS IN A BY-TRUSTEE AREA ELECTION PROCESS**

WHEREAS, the Rancho Santiago Community College District (“District”) currently uses an at-large process of electing its governing board members; and

WHEREAS, at-large election processes such as the District’s are subject to challenge under the California Voting Rights Act of 2001, codified at sections 14025–14032 of the California Elections Code (“CVRA”); and

WHEREAS, a by-trustee area election process is not vulnerable to challenge under the CVRA; and

WHEREAS, in a by-trustee area election process, candidates for the District’s Governing Board of Trustees (the “Board”) must reside within a specific geographic subarea of the District called a “trustee area” and candidates are elected only by the voters of that trustee area; and

WHEREAS, Education Code section 72036 allows Community College Districts to transition from an at-large election process to a by-trustee area election process upon the adoption of a resolution by the District’s Board in support of transitioning to a by-trustee area election process and upon the approval of the Board of Governors of the California Community Colleges; and

WHEREAS, in February of 2012, the Board of Trustees approved revisions to Board Policies 9003 and 9004 changing the current at-large election process to a by-trustee area election process; and

WHEREAS, in March of 2012, the Board of Governors approved the District’s transition to a by-trustee area election process; and

WHEREAS, District staff and consultants prepared proposed trustee area plans and recommendations (the “Plans”) that the Board has considered; and

WHEREAS, the Board has conducted a public forum on May 6, 2012, to receive public input and comment on the Plans; and

WHEREAS, the Board has considered all such public input and comment on the Plans; and

WHEREAS, the Board hereby adopts Plan ____, a copy of which is attached to this Resolution as Exhibit “A”, for use in the District’s next regularly scheduled governing board member election occurring in November, 2012 in a by-trustee area election process; and

WHEREAS, Each trustee area in Plan ___ contains substantially equal population utilizing the most recent decennial federal census data as required by Education Code section 72036; and

WHEREAS, the trustee areas from which governing board members will be elected in November, 2012, are Areas 1, 3, 5 and 7; and

WHEREAS, the trustee areas from which governing board members will be elected in the following governing board member election occurring in November, 2014, are Areas 2, 4 and 6.

NOW THEREFORE, be it resolved by the Governing Board of Trustees of the Rancho Santiago Community College District as follows:

1. That the above recitals are true and correct.
2. That the Board hereby adopts Plan ___ for use in a by-trustee area election process commencing with the District's next regularly scheduled governing board member election occurring in November of 2012.
3. That the Chancellor and/or his/her designee take all actions necessary to obtain the approval of this change from the Board of Governors of the California Community Colleges and provide whatever information or assistance may be required by the Board of Governors to complete this process.

ADOPTED, SIGNED AND APPROVED this 21st day of May, 2012.

Phillip E. Yarbrough
President of the Governing Board for the
Rancho Santiago Community College District

I, Arianna P. Barrios, Clerk of the Governing Board of the Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 21st day of May, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Governing Board of the
Rancho Santiago Community College District

EXHIBIT “A”

REPORT ON TRUSTEE AREA PLAN