RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees (Regular meeting) Monday, October 8, 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.

AGENDA

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

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

1.5 <u>Approval of Minutes</u> – Regular meeting of September 24, 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 Recognition of District Classified Staff by Board of Trustees

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

RECONVENE

<u>Issues discussed in Closed Session (Board Clerk)</u>

Public Comment

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

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Board of Trustees October 8, 2012

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

Action

- Approval of Employment Agreements
- Approval of Changes of Locations
- Approval of Leaves of Absence
- Approval of Permission to Accept Assignments
- Ratification of Resignations/Retirements
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires

3.2 Classified Personnel

Action

- Approval of Longevity Increments
- Approval of Out of Class Assignments
- Approval of Return to Regular Assignments
- Approval of Changes in Positions
- Approval of Changes in Salary Placements
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Correction of Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

4.0 <u>INSTRUCTION</u>

*4.1 <u>Approval of Renewal of Nursing Agreement – Children's Hospital of Orange County – With Instructor</u>

<u>Action</u>

Action

The administration recommends approval of the clinical affiliation agreement renewal with Children's Hospital of Orange County.

*4.2 <u>Approval of Renewal of Nursing, Pharmacy Technician, Occupational</u>
<u>Therapy Assistant, and Speech Therapy Agreement – Children's Hospital of Orange County – Without Instructor</u>

The administration recommends approval of the clinical affiliation agreement renewal with Children's Hospital of Orange County.

*4.3 <u>Approval of New Pharmacy Technology Agreement – Midwestern</u> University

Action

The administration recommends approval of the contract with Midwestern University in Downers Grove, Illinois.

^{*} Item is included on the Consent Calendar, Item 1.6.

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Board of Trustees October 8, 2012

*4.4 <u>Approval of New OTA Agreement – West Covina Unified School District</u> Action
The administration recommends approval of the agreement with West
Covina Unified School District in West Covina, California.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

*5.1 <u>Approval of Payment of Bills</u>
The administration recommends payment of bills as submitted.

<u>Action</u>

Total Compensation Systems, Inc.
The administration recommends acceptance of the Actuarial Study of Retiree Health Benefits Liabilities report prepared by Total Compensation Systems, Inc., dated July 17, 2012, as presented.

5.2 Acceptance of Actuarial Study of Retiree Health Benefits Liabilities -

Action

*5.3 <u>Approval of Appointment to Measure E Citizens' Bond Oversight</u> Committee

Action

Action

The administration recommends approval of the appointment of Fernando Antunez as the Santa Ana College (SAC) student representative to the Citizens' Bond Oversight Committee as presented.

- *5.4 Approval of Change Order #2 for Bid #1179 Soccer Field and Football Facilities at Santa Ana College

 The administration recommends approval of change order #2 for Bid #1179 for Los Angeles Engineering Inc., for the soccer field and football facilities at SAC as presented.
- *5.5 Approval of Change Order #6 for Bid #1179 Road Alignment/
 Cul-De-Sac and Parking Lot Expansion at Santa Ana College
 The administration recommends approval of change order #6 for Bid
 #1179 for Los Angeles Engineering Inc., for road alignment/cul-de-sac and parking lot expansion at SAC as presented.
- *5.6 Approval of Proposal for Video Surveillance System, Fiber Infrastructure
 Installation and Maintenance & Operations Building, Soccer and Softball
 Fields Projects at Santiago Canyon College (SCC)
 The administration recommends approval of the construction management services for Seville Construction Services as presented.
- *5.7 Approval of Change Order #3 for Bid #1143 Glass/Glazing for Humanities Building at Santiago Canyon College

 The administration recommends approval of change order #3 for Bid #1143 for Glazcon Productions for glass/glazing for the Humanities building at SCC as presented.

^{*} Item is included on the Consent Calendar, Item 1.6.

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*5.8 <u>Approval of Utilization of Contract with Brocade Communications</u> Systems, Inc., for District-wide Networking Equipment

Action

The administration recommends approval of utilization of the contract as needed, with Brocade Communication Systems, Inc., pursuant to the State of Utah-State Cooperative Contract Number AR214, awarded by the State of Utah on behalf of the National Association of State Procurement Officials/Western States Contracting Alliance and approved for usage by the State of California pursuant to California Participating Addendum Master Price Agreement 7-09-70-14, for the purchase of Data Communications Equipment and Associated OEM Maintenance and Training and any future renewals, extensions and addendums, as presented.

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:

- ENGAGE in STEM Project – Year 2 (SAC)	\$1,188,463
- GEAR UP 2009 – Year 4 (SAC)	\$ 800,000
- Matriculation - Credit (SAC/District)	\$ 931,142
- Matriculation – Non-Credit (SAC/SCC/District)	\$1,327,254
- Network for a Healthy California (District)	\$ 107,139
- Title V – Developing HSI Program – Year 3 (SCC)	\$ 650,000
- Upward Bound Math-Science Program (SCC)	\$ 250,000
- Upward Bound Veterans Program (SAC)	\$ 250,000
- WIA Title II – Adult Basic Education Programs (SAC/SCC)	\$3,800,353

*6.2 <u>Approval of Sub-award Agreements between RSCCD and SAUSD</u> and UCI for GEAR UP 2009 – Year 4

Action

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

*6.3 Adoption of Resolution No. 12-52 authorizing payment to Trustee Absent from Board Meetings

<u>Action</u>

This resolution requests authorization of payment to Phillip Yarbrough for his absence from the September 10, 2012, board meeting due to family matters.

^{*} Item is included on the Consent Calendar, Item 1.6.

*6.4 Adoption of Resolution No. 12-54 authorizing payment to Trustee

Absent from Board Meetings

Action

Action

This resolution requests authorization of payment to David Chapel for his absence from the September 10, 2012, board meeting due to illness.

- *6.5 Adoption of Revised and Renumbered Board Policies

 The administration recommends adoption of the revisions to the first two sections (1000 and 2000) of the revised and renumbered board policies as presented.
- 6.6 Adoption of Board of Trustees Annual Self-Evaluation Instrument, List
 of Designated Recipients, and Self-Evaluation Timeline
 The administration recommends adoption of the self-evaluation survey
 instrument, the list of designated individuals who will receive the survey,
 and the self-evaluation timeline.
- 6.7 Adoption of Resolution No. 12-55 in Support of Proposition 30 Schools and Local Public Safety Protection Act

 It is recommended the board adopt Resolution No. 12-55 in support of Proposition 30 Schools and Local Public Safety Protection Act.
- 6.8 Reports from Board Committees
 - Orange County Community Colleges Legislative Task Force
- 6.9 Board Member Comments

Information

7.0 ADJOURNMENT - The next regular meeting and annual self-evaluation of the Board of Trustees will be held on October 22, 2012, at Santiago Canyon College, 8045 E. Chapman Avenue, Orange, California.

^{*} 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, September 24, 2012

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:34 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Dr. David Chapel, Mr. Larry Labrado, Mr. Mark McLoughlin, and Mr. Ryan Ahari. Mr. John Hanna arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Fernando Antunez, Associate Justice, Santa Ana College (SAC) Associated Student Government.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado, seconded by Ms. Barrios, and carried unanimously to approve an addendum for Item 3.1 (Management/Academic Personnel) and Item 3.2 (Classified Personnel), and revised pages for Item 5.7 (Change Order #4 for Bid #1144 – Roofing for Athletic/Aquatic Complex at Santiago Canyon College [SCC]).

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Ms. Barrios, seconded by Mr. Ahari, and carried unanimously to approve the minutes of the regular meeting held September 10, 2012, with the following correction by Mr. Hanna (read into the record by Mr. Yarbrough) and Mr. McLoughlin:

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Board of Trustees September 24, 2012

1.5 <u>Approval of Minutes</u> – (cont.)

Mr. Hanna reported that the Board Policy Committee will be meeting on September 13, 2012, to recommend a self-evaluation instrument to be used in <u>its the board's</u> 2012 self-evaluation and review several policies.

Mr. McLoughlin encouraged everyone to attend the first community Measure Q informational meeting on September 12 at 4:30 p.m. at the Libreria Martinez. He asked that district staff and bond committee members research opportunities to pursue support and endorsements for Measure Q.

1.6 Approval of Consent Calendar

It was moved by Mr. McLoughlin, seconded by Mr. Ahari, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda), with the exception of Item 5.3 (Extension of Construction Management Services for SAC Projects) and 5.5 (Traffic Signal Maintenance Agreement – City of Orange) removed from the Consent Calendar by Mr. Yarbrough (on behalf of Mr. Hanna):

- 4.1 <u>Approval of Amended Apprenticeship Fiscal Impact</u>
 The board approved the amended Master Cost Agreements for 2012-2013 as presented.
- 5.1 <u>Approval of Payment of Bills</u>
 The board approved payment of bills as submitted.
- 5.2 <u>Approval of 2011-2012 CCFS-311 Report, including Gann Appropriations</u> Limit

The board approved the 2011-2012 CCFS-311 Report as presented pending any audit adjustments and establishment of the district's 2012-2013 Gann Appropriations Limit in the amount of \$214,573,297.

- 5.4 <u>Approval of Aerial to Underground Conversion Agreement</u>
 The board approved the AT&T Aerial to Underground Agreement as presented.
- 5.6 Approval of Change Order #4, Bid #1146 Framing and Elevators for Athletic/Aquatic Complex at Santiago Canyon College
 The board approved change order #4 for Bid #1146 for Inland Building Construction for framing and elevators for the Athletic/Aquatic complex at SCC as presented.

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Board of Trustees September 24, 2012

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

5.7 <u>Approval of Change Order #4 for Bid #1144 – Roofing for Athletic/Aquatic Complex at Santiago Canyon College</u>

The board approved change order #4 for Bid #1144 for Troyer Contracting Company, Inc., for roofing for the Athletic/Aquatic complex at SCC as presented.

5.8 Adoption of Resolution No. 12-53 – Masonry for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 12-53 for Industrial Masonry, Inc., for Bid #1137 for masonry for the Athletic/Aquatic complex at SCC as presented.

5.9 <u>Approval of Awarding Bid #1199 – Fiber Infrastructure at Santiago Canyon</u> College

The board approved awarding Bid #1199 for the infrastructure at SCC to Steele Contracting, Inc., dba Coast Electric as presented.

5.10 Acceptance and Awarding of Bid #1190 – Athletic and Aquatic Equipment and Supplies for Athletic/Aquatic Complex at Santiago Canyon College – Partial Award

The board accepted the bids and approved awarding Bid #1190-Athletic and Aquatic Equipment and Supplies for the Athletic/Aquatic Complex at SCC – Partial Award to Legend Fitness, The Dumbell Man Fitness Equipment, Freemotion Fitness, Promaxima Manufacturing LTD, and Foundation Fitness as presented.

5.11 Approval of Purchase Orders

The board approved the purchase order listing for the period August 1, 2012, through September 9, 2012.

5.12 Approval of Termination Agreement for ACT Center

The board authorized the chancellor or his designee to execute the Termination Agreement and Mutual Release with ACT, Inc.

6.1 Approval of Resource Development Items

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

-Cooperative Agencies Resources for Education (CARE) (SCC)	\$ 18,216
-Extended Opportunity Programs & Services (EOPS) (SCC)	\$257,883
-Matriculation – Credit (SCC/District)	\$397,353
-Strengthening Transfer Education and Matriculation in STEM	\$120,699
$(STEM^2) - Year 2 (SCC)$	
-Student Mental Health Program (SCC)	\$211,435
-Student Support Services – Year 2 (SAC)	\$292,340

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Board of Trustees September 24, 2012

- 1.6 Approval of Consent Calendar (cont.)
 - 6.2 <u>Approval of Legal Representation AlvaradoSmith</u>
 The board approved the agreement with AlvardoSmith as presented.
- 1.7 <u>Public Hearing</u> California School Employees Association Chapter 579 Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.

1.8 <u>Public Hearing</u> – Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579

There were no public comments.

1.9 Recognition of Classified Staff by Board of Trustees

The board recognized Ms. Esmeralda Abejar, Accountant in Administrative Services at Santa Ana College, and Ms. Terry Wilksen, Executive Secretary for Administrative Services at Santiago Canyon College, for their professional achievements, dedication, and service to the campus community and the Rancho Santiago Community College District.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

Mr. Hanna arrived during the chancellor's report.

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

2.3 Report from Student Trustee

Mr. Ryan Ahari provided a report to the board.

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Board of Trustees September 24, 2012

2.4 Reports from Student Presidents

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

Ms. Rachel Bulosan, Student President, Santiago Canyon College Ms. Edna Tobias, Student President, Santa Ana College

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College Mr. Raymond Hicks, Academic Senate President-elect, Santa Ana College

RECESS TO CLOSED SESSION

Mr. McLoughlin left the meeting at this time.

The board convened into closed session at 5:34 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) Assistant 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: California School Employees Association, Chapter 579
California School Employees Association, Chapter 888

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

RECONVENE

The board reconvened at 6 p.m.

Closed Session Report

Ms. Barrios reported that no action was taken by the board during closed session.

Public Comment

There were no public comments.

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Board of Trustees September 24, 2012

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Appointments
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record

3.2 Classified Personnel

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

- Approve Revised Job Descriptions
- Approve New Appointments
- Approve Out of Class Assignments
- Approve Changes in Positions
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Approve Reductions in Force
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

4.0 <u>INSTRUCTION</u>

Item 4.1 was approved as part of Item 1.6 (Consent Calendar).

5.0 <u>BUSINESS OPERATIONS/FISCAL SERVICES</u>

Items 5.1, 5.2, 5.4, and 5.6 through 5.12 were approved as part of Item 1.6 (Consent Calendar).

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5.3 <u>Approval of Extension of Construction Management Services for Santa Ana College</u> (SAC) <u>Projects</u>

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the extension of management services for Bernards Management Services as presented. Discussion ensued. The motion carried unanimously.

5.5 Approval of Traffic Signal Maintenance Agreement – City of Orange

It was moved by Mr. Labrado and seconded by Mr. Ahari to approve the Traffic Signal Maintenance Agreement with the City of Orange as presented. Discussion ensued. The motion carried unanimously.

6.0 GENERAL

Items 6.1 and 6.2 were approved as part of Item 1.6 (Consent Calendar).

6.3 First Reading of Revised and Renumbered Board Policies

These policies were presented for first reading as an information item.

6.4 <u>Approval of Modification to Santa Ana College Mission Statement</u> and Vision Themes

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve revisions to the Santa Ana College mission statement and vision themes. Mr. Hanna asked for an explanation of the deletions requested in revising the mission statement and vision themes. Dr. Martinez indicated that workgroups which include faculty, classified staff, and administrators review the mission statement and vision themes every three years. Their current recommendations include an emphasis on workforce development rather than economic development, an elimination of redundancy by removing "employment" since "careers" was used, and broadening the service area by including "global community." Mr. Hanna asked that the explanation be included in the minutes for accreditation purposes. The motion carried unanimously.

6.5 Reports from Board Committees

Although there was not a quorum at the September 20, 2012, Board Facilities Committee meeting, Mr. Hanna provided a brief report on the discussion held at the meeting.

Mr. Hanna provided a report on the September 13, 2012, Board Policy Committee meeting.

6.6 Board Member Comments

Referring to Mr. Ahari's inquiry regarding the number of class sections expected to be reduced if Proposition 30 does not pass, Ms. Barrios asked how the district is preparing for the results of Proposition 30.

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Mr. Ahari reported he and the ASG student presidents will be researching Mr. Hanna's inquiry regarding students' responses to paying registration fees within 72 hours.

Dr. Chapel congratulated Mr. Hicks on his recent appointment to the Legislation and External Policy Committee for the Academic Senate for California Community Colleges.

Dr. Chapel asks that the El Don newspaper be notified of its error in reporting that he was retiring from RSCCD. Mr. Yarbrough indicated he will contact the newspaper staff.

Mr. Hanna reported the Governor of California signed legislation today that will allow election day registration in California. He indicated the legislation has limitations and may not take effect for two to four years and asked that the information be shared with students.

Mr. Hanna indicated that at the Board Facilities Committee meeting he requested a report regarding the potential revenue for renting/leasing the Athletic/Aquatic facilities at SCC.

Mr. Yarbrough reported he recently toured the SAC Orange County Sheriff's Regional Training Academy.

Mr. Yarbrough indicated he plans to visit SCC on October 3 to have his son meet with a college counselor.

Mr. Yarbrough indicated he recently met with Mr. Jose Solorio to welcome him on behalf of the board.

Mr. Yarbrough asked the board's assistant to cease from forwarding electronic political voter guide solicitations to board members.

Mr. Yarbrough indicated he received the unfunded medical liability expense report he requested but needs more information; therefore, he has requested a report with a longer time series for future costs of unfunded medical liability.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on October 8, 2012.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 6:20 p.m.

	Respectfully submitted,	
	Raúl Rodríguez, Ph.D. Chancellor	_
	Chancellor	
Approved: Clerk of the Board	<u></u>	
CIEIR OF the Board		

Minutes approved: October 8, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET MANAGEMENT/ACADEMIC October 8, 2012

MANAGEMENT

Employment Agreements #1-2

Singhal, Meena

Voelcker, Aaron

Change of Location

Isais, Enriqueta Director I Child Development Services

District

Leaves of Absence

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

District

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

Effective: October 11, 2012 - January 2, 2013

Reason: Family Medical Leave

Effective: December 15, 2012

Reason: Retirement

Effective: November 1, 2012

Reason: Maternity Leave

From: CEC Child Development Center

Effective: August 28 – October 10, 2012

To: SAC Early Childhood Education Center

FACULTY

Permission to Accept Outside Assignment

Rutan, Craig – To serve on the Academic Senate for California Community Colleges Curriculum Committee for the 2012/2013 academic year.

Ratification of Resignation/Retirement

Mallory, Lee Professor, ESL Humanities & Social Sciences Division Santa Ana College

FACULTY (CONT'D)

Stipends

Barembaum, Morrie Professor, Astronomy Mathematics & Sciences Division Santiago Canyon College

Foley, Denise Associate Professor, Biology Mathematics & Sciences Division Santiago Canyon College

Lui, Anson Assistant Professor, Biology Mathematics & Sciences Division Santiago Canyon College

Shaffer, Catherine Counselor/Coordinator, MESA Counseling Division Santa Ana College

Swift, Cynthia
Associate Professor, Physics
Mathematics & Sciences Division
Santiago Canyon College

Wada, Jeffrey Assistant Professor, Chemistry Mathematics & Sciences Division Santiago Canyon College

Part-time Hourly Hires/Rehires

Erling, Garrett
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Gerling, Adam
Instructor, Music
Fine & Performing Arts Division
Santa Ana College

Effective: September 5, 2012 Amount: \$60.00

Reason: Staff Development Workshop

(Title V HSI Project)

Effective: September 19, 2012

Amount: \$60.00

Reason: Staff Development Workshop

(Title V HSI Project)

Effective: September 21, 2012

Amount: \$60.00

Reason: Staff Development Workshop

(Title V HSI Project)

Effective: September 9, 2012
Amount: \$500.00

Reason: Program Facilitation (Title III HSI-STEM Project)

Effective: September 4, 2012

Amount: \$60.00

Reason: Staff Development Workshop

(Title V HSI Project)

Effective: September 6, 2012

Amount: \$60.00

Reason: Staff Development Workshop

(Title V HSI Project)

Effective: September 24, 2012

Hourly Lecture Rate: II-3 \$54.32

Effective: September 25, 2012 Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET October 8, 2012

FACULTY (CONT'D)

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

Johnson, Kenneth

Instructor, ESL

Continuing Education Division (OEC)

Effective: September 24, 2012

Hourly Lecture Rate: 2-4 \$45.05

Santiago Canyon College

Riches, Steven Effective: October 5, 2012
Instructor, Criminal Justice Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Human Services & Technology Division

Santa Ana College

Tran, Le Effective: September 24, 2012 Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Science, Mathematics & Health

Sciences Division
Santa Ana College

Vuksic, Julie Effective: September 24, 2012
Instructor, Fire Technology/Nutrition Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Human Services & Technology Division

Santa Ana College

Yi, Paul Effective: September 24, 2012

Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Science, Mathematics & Health

Sciences Division Santa Ana College

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

- 1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and **Meena Singhal** ("Administrator"), on the other hand, hereby enter into this Educational Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. <u>Position</u>. District hereby employs Administrator in the position of **Dean of Arts**, **Humanities and Social Sciences Division/Library at Santiago Canyon College** ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.
- 3. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing October 15, 2012 and ending June 30, 2014. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.
- 4. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
- 5. <u>Duties and Responsibilities</u>. Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.
- 6. <u>Transfer, Reassignment, or Title Change</u>. The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the

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

- 7. Salary. District shall pay an annual salary to Administrator in the amount of \$146,738.78 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.
- 8. <u>Work Year</u>. Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.
- 9. <u>Health and Welfare Benefits</u>. District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.
- 10. <u>Vacation</u>. Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.
- 11. <u>Leaves</u>. Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.
- 12. <u>Teaching Assignments</u>. Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.
- 13. <u>Professional Meetings and Activities</u>. Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.
- 14. **Evaluation**. Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.
- 15. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance

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

- 16. <u>Return to Tenured Faculty Position</u>. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.
- 17. <u>Dismissal or Imposition of Penalties During the Term of this Agreement.</u>
 Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.
- 18. <u>Dismissal or Imposition of Penalties During the Term of this Agreement If</u>
 <u>Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 19. <u>Resignation</u>. Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.
- 20. <u>Buy-Out of Agreement.</u> Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.
- 21. <u>Medical Examination</u>. Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

- 22. <u>Severability</u>. If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.
- 23. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 24. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.
- 25. Mandatory Mediation and Arbitration. Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".
- 26. <u>Ratification</u>. The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

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

For District	Date	
Administrator	Date	

ATTACHMENT "A"

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Covenant to Mediate And Arbitrate All Employment Disputes. We, the undersigned, do hereby agree and covenant to submit all manner of causes of action, controversies, differences, claims or demands of any kind relating to or growing out of this contract of employment to a two-step dispute resolution process administered by Judicial Arbitration & Mediation Services/Endispute (hereinafter "J.A.M.S."). This two-step process shall begin with mediation before a retired judge or justice from the J.A.M.S. panel followed, if necessary, by binding arbitration before the same or another retired judge or justice from the J.A.M.S. panel to be agreed upon. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violations of the individual Employment Agreement, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, (Title VII of the Civil Rights Act of 1964 as amended; The Age Discrimination In Employment Act; The Americans With Disabilities Act; The Equal Pay Act, The Civil Rights Acts of 1866, 1871 and 1991; Title IX in 20 U.S.C. section 1681; The Rehabilitation Act of 1983; The Fair Employment and Housing Act, etc.) and any other claims, including alleged violations of any federal and/or state constitutional provisions and of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, SHALL BE SUBMITTED TO MEDIATION, AND IF MEDIATION IS UNSUCCESSFUL, TO BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR. The parties to this agreement fully and completely understand that the effect of this agreement will result in the waiver of any right to trial by jury that may otherwise have been available to the parties absent this agreement and also waiver of any right to appeal. With this understanding, the parties freely, knowingly and voluntarily enter into this agreement with knowledge of it consequences including the waiver of trial by jury and the waiver of any right to appeal.

Step 1 Mediation.

Initiating Mediation. Any party to this agreement may demand mediation at any time by serving a written demand in person or by registered, certified or federal express mail and also serving a copy of the demand and of the dispute resolution agreement on the Chief Operating Officer, Operations Manager or Contract Dispute Resolution Administrator at the nearest or most convenient office of J.A.M.S. The written demand shall set forth the names, addresses, telephone number and fax numbers of all parties to the contract of employment and brief synopsis of the claim, controversy, difference, or disputed matters and a proposed solution to the problem.

Selection of Mediator. Within ten (10) days of service of the demand upon J.A.M.S., the Administrator will contact all interested parties to select a mutually agreeable mediator. If the parties have no particular mediator in mind, or cannot agree on a mediator, the Administrator will submit a list of mediators, and their resumes numbering one more than there are parties.

Each party may then strike one name and the Administrator will designate the mediator from the list of remaining names.

Enforcement of Agreement. Failure of any party to participate in this mediation process or to designate or strike a name for mediator will not operate to delay or prevent this mediation process. The parties hereby agree that the mediation provisions of this agreement may be enforced by the same manner as an arbitration agreement. The mediation provisions may be enforced by petition to any court or general jurisdiction for the appointment of a mediator in the same manner as a petition for the appointment of an arbitrator. Further the parties agree the court may award attorneys fees and costs to the prevailing party in any proceeding to enforce this mediation agreement.

Hearings -- Scheduling/Parties Present. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator was selected. The parties understand and agree that, besides counsel retained at each party's own expense, a representative from each side with full settlement authority will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring such additional persons as needed to respond to questions, contribute information and participate in the negotiations. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information with the help if the mediator, if required. The parties will have no right to formal discovery at this time.

Position Papers. No later than one week before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views and a proposed solution to the matters in controversy to the mediator and also serve a copy on all other parties.

Participation by Mediator. Once familiar with the case, the mediator will, if requested by the parties, given an opinion of the probable outcome of the case and the range of value, both in terms of settlement and arbitration hearing, if the matter were to be litigated before an arbitrator. The mediator will, without an instruction from the parties to the contrary, give recommendations on terms of possible settlement conditions to be imposed upon the parties (if appropriate). The mediator's opinion shall be based on the material and information then available to all parties, excluding any information given to the mediator in confidence during a separate caucus. The opinions and recommendations of the mediator are not binding on the parties.

Fees and Costs. The fees and costs of the mediation shall conform to the then current fee schedule at J.A.M.S. and, in the absence of an agreement to the contrary, will be borne by the District.

Confidentiality of Proceedings. The mediation process is to be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The parties hereto agree that the provisions of California Evidence Code § 1119 shall apply to any mediation conducted hereunder. Subdivisions (a), (b), and (c) of California Evidence Code § 1119 provide as follows:

Except as otherwise provided in this chapter:

- (a) No evidence of anything said or any admissions made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
- (b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible, or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
- (c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential. No fact used or referenced in the mediation or settlement process will be inadmissible or non-discoverable simply because it was used or referenced in the mediation process.

Termination of Mediation Process. The mediation process shall continue until the matter is resolved or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of resolution, short of referring the matter to the adjudication phase of this dispute resolution process. Notwithstanding the foregoing, the employee or the District may terminate the mediation process after the mediator has incurred fourteen (14) hours of time on the process.

Step 2. Arbitration

Should any disputes remain existent between the parties after completion of the mediation resolution process set forth above, then the parties shall promptly submit such disputes to binding arbitration administered by J.A.M.S.

Initiating Arbitration. Arbitration shall be initiated in the following manner:

- a. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate an arbitration at any time after mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable state (federal) statute of limitations, and
- b. The claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any regional office of J.A.M.S., together with the appropriate filing fee as provided in the existing fee schedule.
- c. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.
- d. After the filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

Appointment and Powers of Arbitrator. The case shall be submitted to a single arbitrator chosen by the parties from a list of retired judges and justices at J.A.M.S. Should the parties be unable to agree on a choice of arbitrator within thirty (30) days from the demand for arbitration, then either party may request the Contract Arbitration Administrator at said service to furnish a list of three names and each side may strike one name, thereby nominating the remaining person as replacement arbitrator. If more than one name remains, the Contract Arbitration Administrator of J.A.M.S. will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing said arbitrator shall have the power to appoint another in his or her stead under the procedures prescribed herein, and such substituted arbitrator shall have all such powers as if he or she had been originally appointed herein.

The arbitrator shall have full power to make such regulations and to give such orders and directions in all respects, as he or she shall deem expedient, as well as in respect to the matters and differences referred to them and also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and things which may be awarded or directed to be done.

Should either party refuse or neglect to appoint said arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed exparte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties and to order that either party shall in the meantime have access to and be permitted to inspect and take copies of all or any of the same relating to the matters in difference. This authority and power is subject to, and no greater than, the provisions for document discovery in the California Civil Procedure Code, is subject to appropriate objections by either party, and in no way extends to privileged or protected materials.

The arbitrator shall have the authority and power to proceed ex parte in the event that either party shall fail, after reasonable notice, to attend hearings before him or her.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. An arbitrator may include an injunction or orders for specific performance of part or all of an award.

Costs and Fees. Each party shall be responsible for its own costs and expense of the arbitration, and the costs and fees of J.A.M.S. shall be borne by the District.

Pre-Hearing. Once the arbitrator is chosen, the Contract Arbitration Administrator at J.A.M.S. may be authorized and directed upon application of any party to schedule a pre-hearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

Discovery. Discovery shall be at the discretion of the arbitrator and allowed only upon a showing of good cause, utilizing the following guidelines:

- (a) The arbitrator shall have discretion to order pre-hearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.
- (b) The deposition of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of form interrogatories approved by the Judicial Council shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. The experts' depositions and all other discovery including additional depositions shall be allowed only upon a showing of good cause. It shall in no event exceed the discovery permitted by the California Code of Civil Procedure.

Evidence. Judicial Rules relating to the Order of Proof, the conduct of the hearing and the presentation and admissibility of evidence will not be applicable in this proceeding. Any relevant evidence, including hearsay, shall be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

Time Limits. The award shall be made in writing by the arbitrator on or before the thirtieth day following the conclusion of the arbitration.

Reasoned Opinion. In rendering the award, the arbitrator must set forth the findings of fact and the conclusion(s) based thereon.

Applicable Law. The arbitration shall follow the substantive law of California and any relevant federal law. This shall include the provisions of statutory law dealing with arbitration, as it may exist at the time of the demand for arbitration, insofar as said provisions are not in conflict with this agreement and specifically excepting therefrom sections of the statutory law dealing with discovery and sections requiring notice of hearing date by registered or certified mail.

Notice. Each party shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgement on any award made under these rules, may be served on a party by mail, addressed to the party or representative at the last known address, or by personal service, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, e-mail, or other written forms or electronic communication to give the notices required by these rules.

Finality of Award. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of California. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on said award.

I have carefully read the contents of this Alternative Dispute Resolution Procedure and
knowingly agree to be bound by its contents.

EMPLOYEE	DATE		
		ø	
FOR THE DISTRICT	DATE		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

- 1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and **Aaron Voelcker** ("Administrator"), on the other hand, hereby enter into this Educational Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. <u>Position</u>. District hereby employs Administrator in the position of Assistant Dean of Institutional Effectiveness and Assessment at Santiago Canyon College ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.
- 3. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing October 8, 2012 and ending June 30, 2014. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. <u>Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.</u>
- 4. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
- 5. <u>Duties and Responsibilities</u>. Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.
- 6. <u>Transfer, Reassignment, or Title Change</u>. The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the

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

- Salary. District shall pay an annual salary to Administrator in the amount of \$87,068.35 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.
- 8. <u>Work Year</u>. Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.
- 9. <u>Health and Welfare Benefits</u>. District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.
- 10. <u>Vacation</u>. Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.
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with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

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- 23. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 24. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.
- 25. Mandatory Mediation and Arbitration. Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".
- 26. Ratification. The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

For District	Date	
Administrator	 Date	

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

ATTACHMENT "A"

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Covenant to Mediate And Arbitrate All Employment Disputes. We, the undersigned, do hereby agree and covenant to submit all manner of causes of action, controversies, differences, claims or demands of any kind relating to or growing out of this contract of employment to a two-step dispute resolution process administered by Judicial Arbitration & Mediation Services/Endispute (hereinafter "J.A.M.S."). This two-step process shall begin with mediation before a retired judge or justice from the J.A.M.S. panel followed, if necessary, by binding arbitration before the same or another retired judge or justice from the J.A.M.S. panel to be agreed upon. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violations of the individual Employment Agreement, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, (Title VII of the Civil Rights Act of 1964 as amended; The Age Discrimination In Employment Act; The Americans With Disabilities Act; The Equal Pay Act, The Civil Rights Acts of 1866, 1871 and 1991; Title IX in 20 U.S.C. section 1681; The Rehabilitation Act of 1983; The Fair Employment and Housing Act, etc.) and any other claims, including alleged violations of any federal and/or state constitutional provisions and of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, SHALL BE SUBMITTED TO MEDIATION, AND IF MEDIATION IS UNSUCCESSFUL, TO BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR. The parties to this agreement fully and completely understand that the effect of this agreement will result in the waiver of any right to trial by jury that may otherwise have been available to the parties absent this agreement and also waiver of any right to appeal. With this understanding, the parties freely, knowingly and voluntarily enter into this agreement with knowledge of it consequences including the waiver of trial by jury and the waiver of any right to appeal.

Step 1 Mediation.

Initiating Mediation. Any party to this agreement may demand mediation at any time by serving a written demand in person or by registered, certified or federal express mail and also serving a copy of the demand and of the dispute resolution agreement on the Chief Operating Officer, Operations Manager or Contract Dispute Resolution Administrator at the nearest or most convenient office of J.A.M.S. The written demand shall set forth the names, addresses, telephone number and fax numbers of all parties to the contract of employment and brief synopsis of the claim, controversy, difference, or disputed matters and a proposed solution to the problem.

Selection of Mediator. Within ten (10) days of service of the demand upon J.A.M.S., the Administrator will contact all interested parties to select a mutually agreeable mediator. If the parties have no particular mediator in mind, or cannot agree on a mediator, the Administrator will submit a list of mediators, and their resumes numbering one more than there are parties.

Each party may then strike one name and the Administrator will designate the mediator from the list of remaining names.

Enforcement of Agreement. Failure of any party to participate in this mediation process or to designate or strike a name for mediator will not operate to delay or prevent this mediation process. The parties hereby agree that the mediation provisions of this agreement may be enforced by the same manner as an arbitration agreement. The mediation provisions may be enforced by petition to any court or general jurisdiction for the appointment of a mediator in the same manner as a petition for the appointment of an arbitrator. Further the parties agree the court may award attorneys fees and costs to the prevailing party in any proceeding to enforce this mediation agreement.

Hearings -- Scheduling/Parties Present. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator was selected. The parties understand and agree that, besides counsel retained at each party's own expense, a representative from each side with full settlement authority will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring such additional persons as needed to respond to questions, contribute information and participate in the negotiations. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information with the help if the mediator, if required. The parties will have no right to formal discovery at this time.

Position Papers. No later than one week before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views and a proposed solution to the matters in controversy to the mediator and also serve a copy on all other parties.

Participation by Mediator. Once familiar with the case, the mediator will, if requested by the parties, given an opinion of the probable outcome of the case and the range of value, both in terms of settlement and arbitration hearing, if the matter were to be litigated before an arbitrator. The mediator will, without an instruction from the parties to the contrary, give recommendations on terms of possible settlement conditions to be imposed upon the parties (if appropriate). The mediator's opinion shall be based on the material and information then available to all parties, excluding any information given to the mediator in confidence during a separate caucus. The opinions and recommendations of the mediator are not binding on the parties.

Fees and Costs. The fees and costs of the mediation shall conform to the then current fee schedule at J.A.M.S. and, in the absence of an agreement to the contrary, will be borne by the District.

Confidentiality of Proceedings. The mediation process is to be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The parties hereto agree that the provisions of California Evidence Code § 1119 shall apply to any mediation conducted hereunder. Subdivisions (a), (b), and (c) of California Evidence Code § 1119 provide as follows:

Except as otherwise provided in this chapter:

- (a) No evidence of anything said or any admissions made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
- (b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible, or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
- (c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential. No fact used or referenced in the mediation or settlement process will be inadmissible or non-discoverable simply because it was used or referenced in the mediation process.

Termination of Mediation Process. The mediation process shall continue until the matter is resolved or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of resolution, short of referring the matter to the adjudication phase of this dispute resolution process. Notwithstanding the foregoing, the employee or the District may terminate the mediation process after the mediator has incurred fourteen (14) hours of time on the process.

Step 2. Arbitration

Should any disputes remain existent between the parties after completion of the mediation resolution process set forth above, then the parties shall promptly submit such disputes to binding arbitration administered by J.A.M.S.

Initiating Arbitration. Arbitration shall be initiated in the following manner:

- a. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate an arbitration at any time after mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable state (federal) statute of limitations, and
- b. The claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any regional office of J.A.M.S., together with the appropriate filing fee as provided in the existing fee schedule.
- c. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.
- d. After the filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

Appointment and Powers of Arbitrator. The case shall be submitted to a single arbitrator chosen by the parties from a list of retired judges and justices at J.A.M.S. Should the parties be unable to agree on a choice of arbitrator within thirty (30) days from the demand for arbitration, then either party may request the Contract Arbitration Administrator at said service to furnish a list of three names and each side may strike one name, thereby nominating the remaining person as replacement arbitrator. If more than one name remains, the Contract Arbitration Administrator of J.A.M.S. will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing said arbitrator shall have the power to appoint another in his or her stead under the procedures prescribed herein, and such substituted arbitrator shall have all such powers as if he or she had been originally appointed herein.

The arbitrator shall have full power to make such regulations and to give such orders and directions in all respects, as he or she shall deem expedient, as well as in respect to the matters and differences referred to them and also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and things which may be awarded or directed to be done.

Should either party refuse or neglect to appoint said arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed exparte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties and to order that either party shall in the meantime have access to and be permitted to inspect and take copies of all or any of the same relating to the matters in difference. This authority and power is subject to, and no greater than, the provisions for document discovery in the California Civil Procedure Code, is subject to appropriate objections by either party, and in no way extends to privileged or protected materials.

The arbitrator shall have the authority and power to proceed ex parte in the event that either party shall fail, after reasonable notice, to attend hearings before him or her.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. An arbitrator may include an injunction or orders for specific performance of part or all of an award.

Costs and Fees. Each party shall be responsible for its own costs and expense of the arbitration, and the costs and fees of J.A.M.S. shall be borne by the District.

Pre-Hearing. Once the arbitrator is chosen, the Contract Arbitration Administrator at J.A.M.S. may be authorized and directed upon application of any party to schedule a pre-hearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

Discovery. Discovery shall be at the discretion of the arbitrator and allowed only upon a showing of good cause, utilizing the following guidelines:

- (a) The arbitrator shall have discretion to order pre-hearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.
- (b) The deposition of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of form interrogatories approved by the Judicial Council shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. The experts' depositions and all other discovery including additional depositions shall be allowed only upon a showing of good cause. It shall in no event exceed the discovery permitted by the California Code of Civil Procedure.

Evidence. Judicial Rules relating to the Order of Proof, the conduct of the hearing and the presentation and admissibility of evidence will not be applicable in this proceeding. Any relevant evidence, including hearsay, shall be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

Time Limits. The award shall be made in writing by the arbitrator on or before the thirtieth day following the conclusion of the arbitration.

Reasoned Opinion. In rendering the award, the arbitrator must set forth the findings of fact and the conclusion(s) based thereon.

Applicable Law. The arbitration shall follow the substantive law of California and any relevant federal law. This shall include the provisions of statutory law dealing with arbitration, as it may exist at the time of the demand for arbitration, insofar as said provisions are not in conflict with this agreement and specifically excepting therefrom sections of the statutory law dealing with discovery and sections requiring notice of hearing date by registered or certified mail.

Notice. Each party shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgement on any award made under these rules, may be served on a party by mail, addressed to the party or representative at the last known address, or by personal service, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, e-mail, or other written forms or electronic communication to give the notices required by these rules.

Finality of Award. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of California. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on said award.

I have carefully read the contents of this Alternative Dispute Resolution Procedure	e and
knowingly agree to be bound by its contents.	

EMPLOYEE	DATE	
FOR THE DISTRICT	DATE	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET CLASSIFIED **OCTOBER 8, 2012**

CLASSIFIED

<u>Longevity Increments</u>

Donahoe, Chandra Effective: December 1, 2012 Senior Clerk/ Financial Aid/ SAC Grade 8, Step 6 + 5%L

(47,292.80) \$49,657.44

Effective: October 1, 2012 Feliciano, Alejandra

Administrative Clerk/ Child Dev. Services/ Grade 10, Step 6 + 2.5% Bil + 5% L

SCC (51,440.02) \$55,298.02

Effective: October 1, 2012 Garcia, Alejandra

Grade 6, Step 6 + 5%L @ 75% FTE CDC Cook-Nutrition Specialist/ Child Dev.

Services/ Orange Education Center (43,691.28) \$34,406.88

Kvenbo, Vivian Effective: October 1, 2012 Administrative Clerk/ Human Services & Grade 10, Step 6 + 5%L

Tech./ SAC (51,440.02) \$54,012.02

Razo, Mariano Effective: November 1, 2012 Custodian/ Administrative Services/ SAC Grade 4, Step 6 + 7.5% GY + 5% L

(40,805.20) \$45,905.85

Small, Sean Effective: December 1, 2012 Stage Manager-Master Carpenter/ Fine & Grade 13, Step 6 + 5%L

Performing Arts / SAC (59,552.55) \$62,530.18

Tjiptahadi, Rudy Effective: October 1, 2012

Research Specialist/ Academic Affairs/ Grade 13, Step 6 + 6PG + 2.5%L

SCC (59,552.55) \$64,041.36

Effective: October 1, 2012 Trujillo, Araceli Student Program Specialist/ Student Grade 10, Step 6 + 2.5%L

Services/SAC (51,440.02) \$52,726.02

Williams, Victoria Effective: November 1, 2012 Facilities Coordinator/ Administrative

Grade 11, Step 6 + 6PG + 5%L

Services/SCC (53,756.15) \$59,443.96

HUMAN RESOURCES CLASSIFIED DOCKET OCTOBER 8, 2012

Page 2

Out of Class Assignment

Ediss, Michael Effective: 01/01/13 - 01/31/13Skilled Maintenance Worker/ Admin. Grade 11, Step 1 + 3PG \$43,590.60

Serv./ SAC

Effective: 10/01/12 - 01/31/13Lopez, Felipe Gardener-Utility Worker/Admin. Serv./ Grade 8, Step 4 + 5%L \$45,035.49

SAC

Return to Regular Assignment

Tjiptahadi, Rudy Effective: 10/06/12

Research Specialist/ Academic Affairs/ Grade 13, Step 6 + 6PG + 2.5%L

SCC (59,552.55) \$64,041.36

Change in Position

Murillo, George Effective: September 24, 2012 Grade 11, Step 5 \$51,197.49 From: Gardener/Utility Worker

To: Skilled Maintenance Worker

(CL12-0357) Admin. Services/SAC

Change in Salary Placement

Leeper, Dayna Effective: October 8, 2012

District Safety Officer/ SCC Grade 9, Step 6 + 7.5% L + 5%SW

\$55,441.72

Leave of Absence

Traslavina, Pilar Effective: 10/17/12 - 11/26/12

Administrative Secretary/ Admissions & Reason: Maternity Leave

Records/ SAC

CLASSIFIED HOURLY

Longevity Increment

Herrera Chavez, Violet Effective: October 1, 2012 Instructional Assistant/ School of Grade 5, Step A + 5%L

Continuing Education/SAC (15.80) \$16.59/Hour

3.2(2)

HUMAN RESOURCES CLASSIFIED DOCKET OCTOBER 8, 2012

Page 3

Longevity Increment cont'd

Moreno, Maria Instructional Assistant/ Orange Education

Center

Effective: November 1, 2012 Grade 5, Step A + 2.5%L (15.80) \$16.20/Hour

Ratification of Resignation/Retirement

Garcia, Celia Effective: September 24, 2012

Custodian/ Admin. Services/ SAC Reason: Resignation

Huynh, Kim Effective: September 25, 2012

Instructional Assistant/ Science & Math/ Reason: Resignation

SAC

TEMPORARY ASSIGNMENT

Haycraft, Penlope Effective: 10/09/12 - 06/29/13

Instructional Assistant/ School of Continuing Education/SAC

Lopez Domingo, Karla Effective: 10/09/12 - 06/30/13

Financial Aid Tech./ SCC

Nguyen, Ngoc Tam Effective: 10/09/12 - 06/28/13

Student Services Coordinator/ Student

Affairs/ SAC

Additional Hours for On Going Assignment

Luarte, Joseph Effective: 08/27/12 - 06/30/13

Fine & Performing Arts Tech/ SAC

Not to exceed 19 consecutive days in any

given period.

Morin, Martha Effective: 10/09/12 – 06/28/13

Administrative Clerk/ Business & Career Not to exceed 19 consecutive days in any

Tech Educ./ SCC given period.

HUMAN RESOURCES CLASSIFIED DOCKET OCTOBER 8, 2012

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Substitute Assignments

Larnerd, Alyssa Effective: 07/01/12 - 06/30/13

Auxiliary Services Specialist/ Auxiliary

Services/SAC

Mazer, Randy Effective: 10/01/12 - 01/31/13

Custodian/ Admin. Services/ SAC

Shay, Stephan Effective: 09/24/12 - 06/30/13

General Office Clerk/ Human Services &

Tech./ SAC

Correction of Assignment

Gan, Jessy Effective: 08/11/12 – 12/31/12

Instructional Assistant/ Fine & Performing

Arts / SAC

MISCELLANEOUS POSITIONS

Alderette, Xavier Effective: 08/27/12 - 05/19/13

Model/ Fine & Performing Arts / SAC

Blackwell, Jana Effective: 08/27/12 – 05/19/13

Model/ Fine & Performing Arts / SAC

Blackwell, Pamella Effective: 08/27/12 - 05/19/13

Model/ Fine & Performing Arts / SAC

Cole, John Steven Effective: 08/27/12 – 05/19/13

Model/ Fine & Performing Arts / SAC

Inouye, Chris Effective: 07/01/12 - 06/30/13

Sign Language Interpreter II/ DSPS/ SAC

Morgan, Courtney Effective: 09/25/12 - 06/30/13

Model/ Fine & Performing Arts /SAC

Woodward, Wenying Effective: 08/27/12 - 05/19/13

Model/ Fine & Performing Arts /SAC

HUMAN RESOURCES CLASSIFIED DOCKET OCTOBER 8, 2012

Page 5

Instructional Associates/Associate Assistants

Criminal Justice

Jacobson, Jeremy Effective: 10/09/12

Hoskins, Joseph Effective: 10/09/12

Taylor, Stacey Effective: 10/09/12

VOLUNTEERS

Facklam, Nikole Effective: 10/09/12 - 06/30/13

Student Driver/ Kinesiology/ SAC

Koops, Brittany Effective: 10/09/12 -05/31/13

Non Student/ Kinesiology/ SAC

Ortiz, Rebecca Effective: 10/09/12 - 06/30/13

Non Student/ Counseling/ SAC

Pannier, Jasmin Effective: 10/09/12 - 06/30/13

Student Driver/ Kinesiology/ SAC

Valdez, Javier Effective: 10/09/12 – 06/30/13

Non Student/ Counseling/ SAC

HUMAN RESOURCES CLASSIFIED DOCKET OCTOBER 8, 2012

SANTA ANA COLLEGE STUDENT ASSISTANT LIST

Arambula, Rosalina Effective: 10/01/12-06/30/13 Chao, Sokunthea Effective: 10/01/12-06/30/13 Gallardo, Dominick Kalum Effective: 09/24/12-06/30/13 Gomez, Noel Effective: 10/01/12-06/30/13 Gouin, Alex Henry Effective: 09/24/12-06/30/13 Lam, Chau Vu Thai Effective: 09/13/12-06/30/13 Nguyen, Khoa Effective: 10/01/12-06/30/13 Nguyen, Nghi Thi Doan Effective: 10/01/12-06/30/13 Rojas, Gabriela Effective: 09/24/12-06/30/13 Sedlak, Diana Michelle Maria Effective: 10/08/12-06/30/13 Ulloa, Coraima Suehey Effective: 10/01/12-06/30/13 Winn, Andy Timothy Effective: 10/01/12-06/30/13

Santiago Canyon College STUDENT ASSISTANT NEW HIRE LIST

Bernal, Sofia Effective: 09/21/12 – 06/30/13 Khodaei, Fahimeh Effective: 09/28/12 - 06/30/13 Flores, Michelle Effective: 09/25/12 – 06/30/13 Effective: 09/27/12 - 06/30/13 Granillo, Joseph Hall, Jeremy Effective: 09/27/12 - 06/30/13 Lezama, Maria Effective: 09/24/12 - 06/30/13 Nguyen, Hong Hue Effective: 09/21/12 - 06/30/13 Nguyen, Tung Effective: 09/27/12 - 06/30/13 Pham, Anh-Uv Effective: 09/19/12 - 06/30/13 Rivera, Rosario Effective: 09/27/12 - 06/30/13 Sanchez, Monica Effective: 09/27/12 – 06/30/13 Selleck, Thomas Effective: 09/19/12 - 06/30/13 Solano, Brandon Effective: 10/02/12 - 06/30/13 Winn, Kahnrad Effective: 09/25/12 - 06/30/13 Wood, Lani Effective: 09/21/12 - 06/30/13

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

To:	Board of Trustees	Date: October 8, 2012
Re:	Approval of Renewal of Nursing Agreement – Children's County – With Instructor	Hospital of Orange
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: October 8, 2012
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, San	ıta Ana College
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCO	CD

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

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on October 1, 2012 ("Effective Date") by and between Children's Hospital of Orange County, a California non-profit public benefit corporation ("Hospital") and Rancho Santiago Community College District, Santa Ana College ("School"). This Agreement will remain effective for the term as set forth in Section 4.1.

ARTICLE I

RECITALS

- 1.1. <u>Hospital</u>. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of The Joint Commission and licensed by the California Department of Public Health.
- 1.2. <u>School</u>. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.
- 1.3 <u>Instructor</u>. Instructor shall be an employee of School and qualified to teach School's clinical training programs (the "Program(s)"), as referenced in **Exhibit A**, attached hereto and incorporated herein by reference. School shall ensure that Instructors maintain all required professional credentials and licensure necessary to provide instruction to students of Program(s). Hospital desires to provide instructor access to Hospital's clinical facilities for purposes of training and supervising students of School enrolled in the Program(s).
- 1.4. Intent. Hospital operates clinical facilities within Hospital which are suitable for the Program. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.
- 1.5 <u>Purpose of This Agreement.</u> The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

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

ARTICLE II

RESPONSIBILITIES OF SCHOOL

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

- 2.2 <u>Number of Students</u>. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).
- 2.3 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. School shall provide orientation to students in the following areas: (i) injury and illness prevention; (ii) patient confidentiality and HIPAA privacy and security; (iii) dress code; (iv) standard precautions for infection control; and (v) needle safety. School is responsible for verifying that students and instructors have successfully completed an American Heart Association BLS for Healthcare Providers (CPR training) course. School shall certify to Hospital that each student and instructor assigned to Hospital has either (i) satisfied the requirements set forth on the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached hereto on as Exhibit B for clinical training or (ii) has completed such orientation and CPR training using the Clinical Student Profile form and/or the Instructor Profile form, attached hereto and incorporated by reference as Exhibit C and Exhibit D, respectively. School shall maintain documentation in each student's and instructor's file that each student and instructor has completed such orientation and CPR training and agrees to provide such documentation to Hospital upon request.
- 2.4 <u>Supervision</u>. School shall supervise all students in their clinical training at Hospital and provide the necessary qualified instructors for the Program(s) who must be satisfactory to Hospital. All such instructors shall be employees of School. School also shall be responsible for instruction, counseling, control, discipline and all activities of students at Hospital.
- 2.5 <u>Attendance and Academic Documentation</u>. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).
 - 2.6 Health Clearance and Background Check.
- 2.6.1 <u>Health Clearance</u>. School shall ensure that each student and instructor complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, Hepatitis B series or titer, measles, mumps, and rubella titers, Tdap, annual TB screening (includes skin testing or symptom screening and chest x-ray, if determined appropriate by Hospital), influenza immunization (required annually) or declination statement. School shall also ensure that students and instructors follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, standard precautions. Also, School shall ensure to the best of its ability that all students and instructors are free from any mental or physical impairment that would prevent the student and/or instructor from meeting his/her training obligations at Hospital.
- 2.6.2 <u>Background Check.</u> School, at School's expense or Student's expense, shall conduct a background check on each student and instructor. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; sex offender registry check; and Office of Inspector General ("OIG") sanction trace.

- 2.6.3 Health and Background Documentation. School shall certify to Hospital that each student and instructor assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using (i) the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached as Exhibit B or (ii) the Clinical Student Profile form and/or Instructor Profile form, attached hereto and incorporated by reference as Exhibit C and Exhibit D, respectively. School shall maintain documentation in each student's and instructor's file that each student and instructor have satisfied Hospital's health clearance and background check requirements and agrees to provide such documentation to Hospital upon request.
- 2.6.4 Authorization. School shall maintain a written valid authorization from each student assigned to Hospital under this Agreement to permit Hospital to access student's and/or instructor's files and records, including health information and background check information.
- Hospital Policies and Procedures. School shall ensure that each student and 2.7 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.
- 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). Faculty and students are responsible for their own transportation costs, not the School.
- Confidentiality. School shall instruct students and instructors who supervise 2.9 students regarding confidentiality of patient information. No student or instructor shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Program(s). School shall ensure that all students and instructors maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students and instructors do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

2.10 Insurance

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

pursuant to this Agreement at all 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).

- 2.10.2 <u>Health Insurance</u>. School shall ensure and provide proof that students and instructors are covered by a health insurance policy, either through School or an individual policy. Student and instructor are responsible for his or her own health insurance coverage, if not provided by School.
- Accreditation. School shall at all times during the course of this Agreement be 2.11 licensed or qualified to offer the Program(s) to students.

ARTICLE III

RESPONSIBILITIES OF HOSPITAL

- 3.1 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.
- 3.2 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.
- Accreditation. Hospital shall maintain Hospital so that it conforms to the 3.3 requirements of the California Department of Public Health and The Joint Commission.
- Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22. Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under The Joint Commission, professional standards, Hospital philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of The Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.
- Space and Storage. Hospital agrees to provide students and instructors with 3.5 classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.
- Removal of Students and Instructors. Hospital shall have the absolute right to 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.

- 3.7 <u>Documentation</u>. Hospital agrees to make available to instructors and qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students and instructors obtain the benefit of such documentation and in order that students and instructors comply with such policies and rules. Such copy is available at Hospital's facility for review.
- 3.8 <u>Authority</u>. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students and instructors when appropriate or necessary.
- 3.9 <u>Statement of Adequate Staffing</u>. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

ARTICLE IV

RELATIONSHIP OF THE PARTIES

- 4.1 <u>Term.</u> The term of this Agreement shall commence as of the Effective Date of this Agreement and shall continue for three (3) year(s) unless otherwise terminated as provided herein.
- 4.2 <u>Termination</u>. Either party may terminate this Agreement with or without cause or penalty upon thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).
- 4.3 Relationship of Parties/Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School and School's instructors are at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and School's instructors and/or students an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners/students and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students or School's instructors. Such benefits not covered include, but are not limited to salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are

performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement and School, instructors, and any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall not have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself, its instructors or its students and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School, its instructors or its students are determined to be employees of Hospital.

- 4.4 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.
- 4.5 <u>Publicity</u>. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.
- 4.6 <u>Records</u>. It is understood and agreed that any and all medical records, charts, and business records, other than student evaluation records and information (collectively "Records"), shall be and remain the property of Hospital.

ARTICLE V

CONFIDENTIALITY

- 5.1 Records. All Records shall be treated as confidential.
- 5.2 <u>HIPAA and CMIA</u>. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students and instructors shall be considered to members of Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103. School shall provide instructors and students with information regarding confidentiality of patient information and all applicable regulations relating to HIPAA and the California Medical Information Act ("CMIA"). In the course of clinical training at Hospital, students and instructors will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA and CMIA Privacy and Security policies and procedures. Students and instructors will be required to participate in training related to the HIPAA and CMIA Privacy and Security Policies and procedures.
- 5.3 <u>Confidentiality Statement</u>. Students and instructors shall be required to sign Hospital's confidentiality agreement (copy of model agreement attached as **Exhibit E**). Subject to Students' and instructors' completion of Hospital's confidentiality agreement, Hospital shall provide Students and instructors with the necessary access to its confidential patient medical records solely for purposes of obtaining the training contemplated by this Agreement.

ARTICLE VI

INDEMNIFICATION

- Hospital's Obligations to School. Hospital shall defend, indemnify and 6.1 hold School, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages to the extent arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Hospital, its officers, employees, or agents.
- School's Obligations to Hospital. School shall defend, indemnify and hold 6.2 Hospital, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages to the extent arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees, agents, or Student(s).

ARTICLE VII

GENERAL PROVISIONS

- Entire Agreement; Amendment. This Agreement including the attachments and 7.1 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.
- 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.
- Compliance. School acknowledges that Hospital's Corporate Responsibility 7.3 Program ("CRP") applies to the Program and obligations described herein and that all policies and procedures relating to this CRP are available and should be reviewed by School and students of School who are training at Hospital. Hospital acknowledges that policies, procedures and handbooks are available for review by School and School's students by contacting the Compliance Officer at the Hospital. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This CRP requires, and School hereby agrees, that any regulatory compliance concerns be promptly reported either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (877-388-8588). Further, School represents and warrants that students receiving training hereunder shall not at any time have been sanctioned by a health care regulatory agency and that any investigations of School shall be promptly reported to a Hospital

4.1(8)

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.

- Access To Books And Records. During the term of this Agreement and for a period of four years after the termination hereof, School shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If School carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.
- 7.5 Medicare/Medi-Cal Participation. School hereby represents and warrants that neither School, students, instructors nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. School hereby agrees to immediately notify Hospital of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that School or any student and/or instructor is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that School, any student and/or instructor is in breach of this Section, this Agreement shall, as of the Effective Date of such action or breach, automatically terminate. School further understands that Hospital periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify School if it discovers a match. Hospital will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).
- 7.6 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.
- Non-Discrimination. Neither party shall discriminate against any student on the 7.7 basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent permitted by law. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions that apply to the parties.
- 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:

4.1 (9)

If to Hospital:

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

If to School:

Rancho Santiago Community College District

2323 North Broadway Santa Ana, CA 92706

Attn: Vice Chancellor, Business/Fiscal Services

- Severability. The provisions of this Agreement shall be deemed severable and if 7.9 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.
- 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.
- Bond Covenants. In the event legal counsel for Hospital advises that this 7.11 Agreement or any practices which could be, or are, employed in exercising rights under this Agreement poses a material risk of violating any legal requirement related to Hospital's tax exempt status or tax exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within 30 days thereafter, Hospital may terminate this Agreement immediately upon written notice to all parties hereto.
- Interruption of Training. Each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.
- Ambiguities. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.
- Survival. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 (Indemnification), Section 7.6 (Governing Law), Section 7.8 (Notices), and 7.13 (Ambiguities) and this Section 7.14 shall survive the termination of this Agreement.

4.1 (10)

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

HOSPITAL: Children's Hospital of Orange County

By: __

Name: Debra Mathias

Title: Executive Vice President and Chief Operating Officer

SCHOOL: Rancho Santiago Community College District

Name: Peter J. Hardash

Title: Vice Chancellor, Business Operations/Fiscal Services

EXHIBIT A

PROGRAM(S)

(With On-Site School Instructor)

Name of department at School:

Nursing

Clinical Profile

Orange County/Long Beach Consortium for Nursing

Instructions for Form Completion

- 1. Faculty is to contact the Education Coordinator at the assigned clinical agency no later than two weeks prior to the start of the rotation for pre-planning.
- 2. Faculty is to complete the information below for each clinical rotation and submit to the Clinical Facility Education Coordinator or designee. Please check (√) those boxes for which the student has met the affiliation standard.
- 3. Attach a list of the students' names.
- 4. All personnel (faculty and students) with patient contact are required to verify health screening/immunization compliance. Health documents and background check clearance information may be stored at the academic institution but should be available upon request to the healthcare agency.

Rotation Information			
School	Instructor's Wor	k Phone	
Instructor E-mail		Cell Phone	
Program - NA - VN - ADN - BSN - El	.M □ Other	Clinical Area	Level
Clinical Dates From	То		
Clinical Days	Tim	ne	
Conference Day and Hours		Location	
are checked, and that supporting documentarinstitution. Background check clearance Computer orientation CPR – American Heart Association Health Ethical conduct General orientation Faculty licensure current Health clearance Hepatitis B series or titer HIPAA training Signature of Instructor or Designee	ncare Provider Bl	☐ Influenza vaccing ☐ Injury and illness ☐ MMR titer ☐ Professional liab ☐ TB screening (a ☐ Td/Tdap current ☐ Unit orientation ☐ Worker's competinsurance ☐ Varicella titer	e or declination s training bility insurance nnual) ensation/health
Printed Name and Title		Date	

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Template\Clinical Affiliation Agreement - CHOC With Instructor

Revised 09/09

EXHIBIT C

CLINICAL STUDENT PROFILE

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

General Orientation Information

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

School:		Student Name:	
Course Title:			
Instructor:			
Instructor Email:		Cell/Pager:	
requirements, and th	at supporting documentation for venant the instructor has completed.	al Roster of Students have completed the following erification purposes is maintained at School. Please General Orientation Information*	
□ Influenza □ CPR	□ Background Check □ Health Insurance □ MMR □ License Current (RN, etc.)		
□ Physical Exam	□ General Liability Insurance	□ Professional Liability Insurance	
□ ТВ	□ Tdap	□ Worker's Compensation (if applicable)	
Instructor/School Re	presentative (print):		
Instructor/School Re	presentative (signature):		
Date:			

C-1

Revised 09/09

CLINICAL ROSTER OF STUDENTS

C-2

Revised 09/09

EXHIBIT D

INSTRUCTOR PROFILE

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

General Orientation Information

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

School:						
Course Title:		To				
				Clinical Hours:		
				□ Hepatitis B	□ Varicella Titer	□ General Orientation Information*
				□ Hepatitis B □ Influenza	□ Varicella Titer □ Background Check	□ General Orientation Information* □ Health Insurance□ MMR
				□ CPR		Current (RN, etc.)
				□ Physical Exam	□ General Liability Insurance	□ Professional Liability Insurance
□ ТВ	□ Tdap	□ Worker's Compensation (if applicable)				
Dean or Immediate S	Supervisor of Instructor (print):					
Dean or Immediate S	Supervisor of Instructor (signature):					
Date:						
						

D-1

EXHIBIT E

CONFIDENTIALITY STATEMENT

(For Students/Instructors)

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

- You may use PHI as necessary to carry out your duties as a student/instructor/volunteer; 1.
- You may share PHI with other health care providers within CHOC for the direct treatment of the 2. 3.
- You may NOT photocopy or otherwise permit PHI to be duplicated in any way;
- You may NOT photograph patients; 4
- You must access only the minimum amount of PHI necessary to care for a patient or to carry out 5. 6.
- You may NOT record PHI (such as patient names, diagnoses, dates of birth, addresses, phone numbers, Social Security numbers, etc.) on any assignments you may need to turn in to your instructor, reports you may need to turn in to your program, or forms you may need to take with 7.
- You may only access the PHI of patients for whom you are caring/volunteering when there is a need for the PHI: 8.
- You must be aware of your surroundings when discussing PHI. As an example, it is inappropriate to discuss PHI in elevators, bathrooms, the cafeteria, and any other place for which your 9.
- When disposing of any documents with PHI, do NOT place them in the trash can. Instead, the documents should be placed in the proper containers marked for shredding or another disposal container as set forth by policy and procedures for your specific department; 10.
- If you have questions about the use or disclosure of PHI, contact the Student Relations Coordinator in the Clinical Education Department.
- During the performance of your training, it is mutually understood and agreed that at all times you 11. are acting and performing as a Learner/ Student or Instructor. There is nothing intended, nor construed, to create an employment or agency relationship between this Hospital and you, the Student or Instructor. This Hospital is not responsible in any way, directly or indirectly, for any employment related benefits such as, salaries, vacation time, sick leave, Workers' Compensation, Disability, Unemployment benefits, and Health Benefits.

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

Acknowledgment

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

Name (Print):	Doto
Signature:	Date:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

То:	Board of Trustees	Date: October 8, 2012
Re:	Approval of Renewal of Nursing, Pharmacy Technician, Od Assistant, and Speech Therapy Agreement – Children's Ho Without Instructor	1
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None B	oard Date: October 8, 2012
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa A	Ana College
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on October 1, 2012 (the "Effective Date") by and between Children's Hospital of Orange County, a California non-profit public benefit corporation ("Hospital"), and Rancho Santiago Community College District, Santa Ana College ("School"). This Agreement will remain effective for the term as set forth in Section 4.1.

ARTICLE 1

RECITALS

- 1. Hospital. 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.
- School. 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.
- Intent. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs (the "Program(s)") as referenced in Exhibit A, attached hereto and incorporated herein by reference. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.
- Purpose of this Agreement. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

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

ARTICLE II

RESPONSIBILITIES OF SCHOOL

- 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.
- 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).
 - Orientation. School shall provide orientation to all students and ensure that all 2.3

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

- Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.
- Attendance and Academic 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).
 - 2.6 Health Clearance and Background Check.
- 2.6.1 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, Hepatitis B series or titer, measles, mumps, rubella titers, Tdap, annual TB screening (includes skin testing and symptom screening and chest x-ray, if determined appropriate by Hospital, influenza immunization (required annually) or declination statement. School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions. Also, School shall ensure to the best of its ability that all students and instructors are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital.
- 2.6.2 Background Check. School, at School's expense or Student's expense, shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; sex offender registry check, and Office of Inspector General ("OIG") sanction trace.
- 2.6.3 Health and Background Documentation. School shall ensure to Hospital that each student assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using (i) the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached as Exhibit B or (ii) the Clinical Student Profile form, attached hereto and incorporated by reference as Exhibit C. School shall maintain documentation in each student's and instructor's file that each student and instructor have satisfied Hospital's health clearance and background check requirements and agrees to provide such information to Hospital upon request.
- 2.6.4 <u>Authorization</u>. School shall maintain a written valid authorization from each student assigned to Hospital under this Agreement to permit Hospital to access student's files and records, including health information and background check information.
- Hospital Policies and Procedures. School shall ensure that each student is aware of 2.7 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

4.2(3)

representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

- 2.8 <u>Supplies and Equipment</u>. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s). Students are responsible for their own transportation costs, not the School.
- 2.9 <u>Confidentiality</u>. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

2.10 Insurance.

- 2.10.1 Professional Liability/Worker's Compensation. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School and/or students working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).
- 2.10.2 <u>Health Insurance</u>. School shall assure and provide proof that students are covered by a health insurance policy, either through School or an individual policy. Student is responsible for his or her own health insurance coverage, if not provided for by School.
- 2.11 <u>Accreditation</u>. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

ARTICLE III

RESPONSIBILITIES OF HOSPITAL

3.1 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.

- 3.2 <u>Implementation of Program(s)</u>. Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.
- 3.3 <u>Instruction</u>. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.
- 3.4 <u>Accreditation</u>. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and The Joint Commission.
- 3.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under The Joint Commission, professional standards, Hospital philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of The Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.
- 3.6 <u>Space and Storage</u>. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.
- 3.7 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.
- 3.8 <u>Documentation</u>. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.
- 3.9 <u>Authority</u>. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.
- 3.10 <u>Statement of Adequate Staffing</u>. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

ARTICLE IV

RELATIONSHIP OF THE PARTIES

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

- Termination. Either party may terminate this Agreement with or without cause or 4.2 penalty upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).
- Relationship of Parties/Independent Contractor. In the performance of the 4.3 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 ioint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners/students and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold 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.
- 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.
- Publicity. Neither School nor Hospital shall cause to be published or disseminate 4.5 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.
- Records. It is understood and agreed that any and all medical records, charts, and 4.6 business records, other than student evaluation records and information (collectively "Records"), shall be and remain the property of Hospital.

ARTICLE V

CONFIDENTIALITY

- Records. All Records shall be treated as confidential. 5.1
- HIPAA and CMIA. For purposes of this Agreement and patient confidentiality under 5.2 the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students shall be considered to members of Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103. School shall provide instructors and students with information regarding confidentiality of patient information and all applicable regulations relating to HIPAA and the California Medical Information Act ("CMIA"). In the course of clinical training at Hospital, students will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA and CMIA Privacy and Security policies and procedures. Students will be required to participate in training related to the HIPAA and CMIA Privacy and Security Rules and Hospital's HIPAA and CMIA Privacy and Security

policies and procedures.

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

ARTICLE VI

INDEMNIFICATION

- Hospital's Obligations to School. Hospital shall defend, indemnify and hold School, 6.1 its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages to the extent arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Hospital, its officers, employees, or agents.
- School's Obligations to Hospital. School shall defend, indemnify and hold hospital, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys" fees), or claims for injury or damages to the extent arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees, agents, or Student(s).

ARTICLE VII

GENERAL PROVISIONS

- Entire Agreement; Amendment. This Agreement including the attachments and 7.1 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.
- 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.
- 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 (877-388-8588). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.
- Access To Books And Records. During the term of this Agreement and for a period of four years after the termination hereof, School shall grant access to the following documents to

the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If School carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.

- Medicare/Medi-Cal Participation. School hereby represents and warrants that 7.5 neither School, students, nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. School hereby agrees to immediately notify Hospital of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that School or any student is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that School, and/or any student is in breach of this Section, this Agreement shall, as of the Effective Date of such action or breach, automatically terminate. School further understands that Hospital periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify School if it discovers a match. Hospital will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).
- Governing Law. This Agreement shall be governed by and interpreted in 7.6 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.
- Non-Discrimination. Neither party shall discriminate against any student on the 7.7 basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent permitted by law. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions that apply to the parties.
- Notices. Any and all notices permitted or required by this Agreement shall be in 7.8 writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital:

Children's Hospital of Orange County

455 South Main Street Orange, CA 92868

Attn: Executive Vice President &

Chief Operating Officer

If to School:

Rancho Santiago Community College District

2323 North Broadway Santa Ana, CA 92706

Attn: Vice Chancellor, Business/Fiscal Services

Severability. The provisions of this Agreement shall be deemed severable and if any 7.9 portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this

4.2(8)

Agreement shall be effective and binding upon the parties.

- 7.10 <u>Waiver</u>. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- 7.11 <u>Bond Covenants</u>. In the event legal counsel for Hospital advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement poses a material risk of violating any legal requirement related to Hospital's tax exempt status or tax exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within 30 days thereafter, Hospital may terminate this Agreement immediately upon written notice to all parties hereto.
- 7.12 Interruption of Training. Each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.
- 7.13 Ambiguities. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.
- 7.14 <u>Survival</u>. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 (Indemnification), Section 7.6 (Governing Law), Section 7.8 (Notices), and 7.13 (Ambiguities) and this Section 7.14 shall survive the termination of this Agreement.

SIGNATURES ON FOLLOWING PAGE

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

HOSPITAL:	Children's Hospital of Orange County
By: Name: Debra	Mothics
Title: Executiv	ve Vice President and Chief Operating Officer
SCHOOL: Ra	ncho Santiago Community College District
By:	J. Hardash
Title: Vice Ch	nancellor, Business Operations, Fiscal Services

EXHIBIT A

PROGRAM(S)

(Without School Instructor)

Name of School and Department/Program:

Nursing Occupational Therapy Assistant Pharmacy Technician Speech Therapy

Clinical Profile

Orange County/Long Beach Consortium for Nursing

Instructions for Form Completion

- 1. Faculty is to contact the Education Coordinator at the assigned clinical agency no later than two weeks prior to the start of the rotation for pre-planning.
- 2. Faculty is to complete the information below for each clinical rotation and submit to the Clinical Facility Education Coordinator or designee. Please check (√) those boxes for which the student has met the affiliation standard.
- 3. Attach a list of the students' names.
- 4. All personnel (faculty and students) with patient contact are required to verify health screening/immunization compliance. Health documents and background check clearance information may be stored at the academic institution but should be available upon request to the healthcare agency.

Rotation Information				
School	Instructor's Wo	Work Phone		
InstructorE-	mail	Cell Phone _		
Program NA VN ADN BSN	□ ELM □ Other	Clinical Area	Level	
Clinical Dates From	То	1		
Clinical Days	Tim	1е		
Conference Day and Hours				
institution. Background check clearance Computer orientation CPR – American Heart Association H Ethical conduct General orientation Faculty licensure current Health clearance Hepatitis B series or titer HIPAA training		☐ Injury and illnes S ☐ MMR titer ☐ Professional lia ☐ TB screening (a ☐ Td/Tdap curren ☐ Unit orientation ☐ Worker's comp insurance ☐ Varicella titer	bility insurance annual) it	
Signature of Instructor or Designee				
Printed Name and Title		Date		

EXHIBIT C

CLINICAL STUDENT PROFILE

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

*General Orientation Information

- Needle Safetv*
- Patient Confidentiality*
- Standard Precautions*
- 4. School is responsible for verifying that each clinical group/student has completed the following:
 - Hepatitis-B (proof of vaccinations or titer documenting immunity)
 - Influenza (immunization yearly or declination statement)
 - MMR (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
 - Tdap

School:

- Physical Exam (documented by a physician)
- Tuberculosis (2 TB skin tests within the last 12 months; example, 12/29/07 and 12/27/08)
 Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test
- Varicella (proof of vaccinations or titer documenting immunity)
- Background Check Clearance including Sex Offender Registry Check
- CPR (American Heart Association: Basic Life Support for Healthcare Providers to be renewed every 2 years)

Student Name:

- General and Professional Liability Insurance (\$1,000,000/\$3,000,000 each)
- License Current (RN, etc. if applicable)

Course Title:		Student Group (RN, CA, PT, etc.):		
Clinical Dates: From		To:		
Clinical Days:		Clinical Hours:		
Instructor:		Phone:		
Instructor Email:		Cell/Pager:		
requirements, and that check (√) all boxes th	at supporting documentation for versit the student(s) have completed.			
□ Hepatitis B	□ Varicella Titer	□ General Orientation Information*		
□ Influenza	□ Background Check	□ Health Insurance/Worker's Compensation		
□ MMR	□ CPR	□ License Current (RN, etc.)		
□ Physical Exam	□ General Liability Insurance	□ Professional Liability Insurance		
□ TB □ Tdap		□ Worker's Compensation (if applicable)		
Instructor/School Rep	presentative (print):			
Instructor/School Rep	presentative (signature):			
Date:				

CLINICAL ROSTER OF STUDENTS

EXHIBIT D

CONFIDENTIALITY STATEMENT

(For Students)

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

- 1. You may use PHI as necessary to carry out your duties as a student/volunteer;
- You may share PHI with other health care providers within CHOC for the direct treatment of the patient;
- 3. You may NOT photocopy or otherwise permit PHI to be duplicated in any way;
- 4. You may NOT photograph patients;
- 5. You must access only the minimum amount of PHI necessary to care for a patient or to carry out an assignment;
- 6. You may NOT record PHI (such as patient names, diagnoses, dates of birth, addresses, phone numbers, Social Security numbers, etc.) on any assignments you may need to turn in to your instructor, reports you may need to turn in to your program, or forms you may need to take with you:
- 7. You may only access the PHI of patients for whom you are caring/volunteering when there is a need for the PHI;
- 8. You must be aware of your surroundings when discussing PHI. As an example, it is inappropriate to discuss PHI in elevators, bathrooms, the cafeteria, and any other place for which your discussion may be overheard;
- 9. When disposing of any documents with PHI, do NOT place them in the trash can. Instead, the documents should be placed in the proper containers marked for shredding or another disposal container as set forth by policy and procedures for your specific department:
- 10. If you have questions about the use or disclosure of PHI, contact the Student Relations Coordinator in the Clinical Education Department.
- 11. During the performance of your training, it is mutually understood and agreed that at all times you are acting and performing as a Learner/ Student. There is nothing intended, nor construed, to create an employment or agency relationship between this Hospital and you, the Student. This Hospital is not responsible in any way, directly or indirectly, for any employment related benefits such as, salaries, vacation time, sick leave, Workers' Compensation, Disability, Unemployment benefits, and Health Benefits.

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

Acknowledgment

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

Name (Print):	Date:			
Signature:				

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

То:	Board of Trustees Date: October 08, 2012		
Re:	Re: Approval of New Pharmacy Technology Agreement – Midwestern University		
Action:	Request for Approval		

BACKGROUND

More students in the Santa Ana College's Pharmacy Technology program have long term goals to attend pharmacy school. This affiliation agreement will allow current pharmacy school students (Midwestern University) to participate in the SAC Pharmacy Technology program as mentors and intern educators. This is a new agreement that identifies Santa Ana College as the teaching site for academic and clinical experience.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with the Midwestern University in Downers Grove, Illinois.

Fiscal Impact:	None	Board Date: October 08, 2012
Prepared by:	Linda D. 1	Rose, Ed.D., Vice President of Academic Affairs
	Simon B. 1	Hoffman , Dean of Human Services & Technology
Submitted by:	Erlinda J.	Martinez, Ed. D., President, Santa Ana College
Recommended by:	Raúl Rodr	iguez, Ph.D., Chancellor, RSCCD

NON-CLINICAL EDUCATION AFFILIATION AGREEMENT

This Agreement, dated as of the 1st day of October, 2012 (the "Effective Date") is between Rancho Santiago Community College District on behalf of Santa Ana College ("Facility"), and Midwestern University, a health sciences university, with places of business at 19555 North 59th Avenue, Glendale, Arizona 85308 and at 555 31st Street, Downers Grove, Illinois 60515 (collectively "University"). University and Facility are referred to below individually as "Party" and collectively as "Parties".

RECITALS

WHEAREAS, University offers its enrolled students ("Student(s)") accredited educational programs leading to degrees in various healthcare fields;

WHEREAS, Facility is a school which offers to enrolled students a degree program in the field of Pharmacy Technology;

WHEREAS, Facility desires to allow certain Students of the University to participate in a nonclinical educational experience; wherein the Students will participate in various projects and other support services for Facility (the "Project"), and Facility has agreed to make its various facilities and other resources available to Students for such purposes; and

WHEREAS, University desires to affiliate with the Facility in order to provide its Students with the opportunity to enhance their education experience by participating in the Project, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the above named Parties do hereby enter into this Agreement.

1. Term and Termination.

- 1.1 This Agreement shall expire five (5) years from the Effective Date. Thereafter, the Parties may extend the term upon written agreement.
- 1.2 Notwithstanding the foregoing, either Party may terminate this Agreement with or without cause, at any time, for any reason upon thirty (30) day written notice. Termination shall not affect those obligations of either Party which survive termination.
- 2. <u>Compensation</u>. Neither the University nor the Students will be paid for the Students' participation in the Project. However, each of the Parties hereto acknowledges and agrees that each derives non-monetary benefits from this Agreement and that the Student's participation in the Project will enhance said Student's educational experience.
- 3. <u>Non-Discrimination</u>. University, Facility and Students participating in the Project pursuant to this Agreement shall not discriminate against any person because of race, color, creed, age, national origin, sex, marital status, sexual orientation, veteran's status or any other unlawful factor as provided by law. In addition, each Party and the Students shall not discriminate against any person because of handicap or disability under applicable law.

4. Background Checks and Drug Testing.

- 4.1. University shall require its Students to submit to a background check as a condition of their participation in the Project. University will verify to Facility that each Student has submitted to a background investigation and will advise Facility of any adverse findings for a Student, to the extent permitted by law.
- 4.2. If required by Facility, University agrees that it shall ensure that any of its Students that participate in the Project shall submit to drug testing prior to participation in the Project. A Student who refuses to submit to drug testing shall not participate in the Project. No Student who has a positive drug test shall participate in the Project unless the person presents satisfactory evidence that the drugs are legally prescribed.

5. <u>University's Responsibilities</u>.

- 5.1 University and Facility shall jointly establish the general requirements and restrictions of the Project, including, but not limited to, Project curricula, Student performance evaluation and reporting, general professional standards and any other matters specific to the Student's participation in the Project. Facility may make office space, computer equipment and telecommunications equipment at Facility available to Students to assist them in participating in the Project.
- 5.2 University, in cooperation with Facility, shall ensure that its Students participating in the Project receive all information regarding and, to the extent required, execute any documents relating to, compliance with Facility' policies governing workplace conduct, e.g., Facility policies related to healthcare and regulatory compliance, non-discrimination, harassment, computer and e-mail usage, substance abuse, weapons, smoking and insider trading, as such policies are updated and implemented from time-to-time. The key policies in effect will be provided to the University by the Facility prior to the commencement of any Project or upon University's request. The University will distribute these policies to all Students that participate in the Project. University further agrees that it will inform Students not to engage in any activity detrimental to the best interests of Facility, or its business reputation or good will.
- 5.3 Upon written request, the University agrees to withdraw Students from assignment to the Facility following consultation between all Parties involved; provided, however, that the Facility may refuse access to its facilities or otherwise restrict activities of Students when such restrictions are deemed necessary or desirable should Students fail to meet the Facilities standards for safety, health or ethical behavior, or for any Student who does not observe all rules, regulations, policies and procedures of the Facility..
- 5.4 University and all its Students who participate in the Project agree to perform all duties and services under this Agreement in accordance with all applicable local, state and federal laws and ordinances, as amended from time to time. Facility agrees to provide certain additional training necessary to orient Students to its specific policies, procedures, rules,

regulations, and orders, including specifically, but not limited to those relating to the regulation or protection of public health or the environment, as well as the laws and regulations applicable to its business operations.

- 5.5 University, in cooperation with Facility, shall orient Students to the assignment at Facility and shall advise Students of their responsibility to complete any general orientation, departmental orientation, and/or corporate compliance/confidentiality training that may be required by Facility prior to Students participating in any Project.
- 5.6 The University will appoint a representative as a coordinator of education to act as a liaison between the Facility, the University and the Student in such matters as assignments and coordination of schedules and administrative operations. The name and contact information for said representative will be provided to Facility prior to the start of every Project.
- 5.7. The University will provide the Facility with forms, protocols and guidelines pertaining to the assignment and for the evaluation of the Project and Students' performance in said Project along with its policy regarding Student absences during assignments.
- 5.8. University will require the Students assigned to the Facility to dress in accordance with professional dress and personal appearance standards approved by University. Such standards shall be in accordance with Facility's standards regarding same. Students shall be required to pay for their own meals, lodging, and transportation while participating in any educational experience.

6. Facility's Responsibilities.

- 6.1. The Facility shall provide supervision of Student(s) participating in the Project and Facility's employees and management staff shall cooperate in providing a systematic written review of the Student's performance during the assignment.
- 6.2 The Facility and the University shall mutually agree upon the appropriate certifications or credentials and responsibilities of the designated supervisor(s).
- 6.3 The Facility shall attempt to provide meaningful and appropriate learning experiences to each Student placed with / at Facility to achieve the University's educational objectives for the assignment.
- 6.4 The Facility shall obtain (at its own expense) from third parties, including state and local governments, all applicable licenses, permissions, and accreditations necessary to maintain its operations; and shall, at all times, be responsible for its operations and, if applicable, the provision of patient care or other services.
- 6.5 Facility shall provide Students with reasonable orientation as to all policies, procedures, rules and regulations of Facility including, but not limited to, its specific policies and procedures pertaining to its business operations as deemed necessary to enable Students to participate in the Project at Facility.

- 6.6 Facility shall be responsible for providing all Students participating in the Project with a work environment that is safe and healthful and free from harassment, discrimination, and violence. Notwithstanding anything to the contrary set forth in this Agreement, the Facility may refuse access to its facilities or otherwise restrict activities of Students when such restrictions are deemed necessary or desirable should Students fail to meet the Facilities standards for safety, health or ethical behavior, or for any Student who does not observe all rules, regulations, policies and procedures of the Facility.
- 6.7 Facility will be responsible for arranging emergency medical care and/or First Aid for Students in the event of illness or accident occurring on the Facility's premises during the course of the assignment, but is not responsible for the cost of any medical care or treatment provided to or arranged for the Students. All Students are required to have medical insurance coverage in effect during their period of assignment, but it is understood that Students are financially responsible for their own medical insurance and for any medical care they receive as may be arranged by the Facility.
- 6.8. All records kept by the Facility (if any) relating to Student performance during the affiliation period shall be made available to the Parties and to the Student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1212(g) (FERPA). A Student's written permission must be obtained before releasing specific Student data to anyone other than University.
- 6.9. The Facility will, on reasonable request, permit the inspection of its facilities, services available for educational experiences, and other relevant items pertaining to the learning experiences, by representatives of the University and/or third Party agencies charged with responsibility for approval of facilities or accreditation of curriculum.

7. Student Responsibilities.

- 7.1. Students will be responsible for complying with all policies, procedures, rules and regulations established by the Facility while participating in the Project pursuant to this Agreement, including those governing the confidentiality, privacy and security of Facility's confidential and proprietary information.
- 7.2. Students will be required to obtain and maintain, at their sole cost and expense, health insurance coverage for the duration of their assignment and shall be responsible for all costs and expenses for any medical care rendered to said Student.
- 7.3. Students shall be responsible for their personal health and, if required by the Facility, shall be responsible for obtaining any necessary health clearance from a licensed healthcare provider for any absences from the Project due to injury or illness.
- 7.4. Students shall have the right to seek administrative redress under the University's internal rules and regulations to appeal decisions made by the Facility or the University that may have adverse effects upon the completion of the assignment; subject always to the rights and policies of the Facility and University as expressed elsewhere in this Agreement.

8. <u>Independent Contractor Relationship.</u>

- 8.1 With respect to the performance of this Agreement, the University and Facility and any Students, faculty, staff, employees, consultants, advisors or other agents or affiliates of either of them who participate in the Project (such persons hereinafter referred to as "Representatives") shall be considered independent contractors. Neither Party nor any of its Representatives shall have the right to enter into contracts or other commitments in the name of, or on behalf of, the other Party or to obligate the other Party in any respect. Under no circumstances shall the Students be construed to be agents or employees of Facility.
- 8.2 University acknowledges that it and its Students shall not be entitled to participate in any Facility profit sharing, pension, welfare benefit, bonus, incentive, stock purchase, and compensation plans provided for the benefit of Facility employees. University waives all rights to participate in any such plans, and University agrees that it will not bring any claim or submit any request seeking to be considered a participant in such plan and shall advise its Representatives of their status as non-participants in any such plan.

9. Indemnification.

- 9.1 University will indemnify, defend, and hold Facility and its employees, officers, directors, associates, agents and representatives harmless from and against any and all loss, damage, liability or claims (including, without limitation, reasonable costs and expenses of litigations and reasonable attorneys' fees) (collectively, "Claims") arising from the acts or omissions of the University, its Students, employees, agents and representatives in performance of the Project, pursuant to this Agreement, provided; that the indemnities herein do not extend to Claims arising from or in any way related to any act, omission of Facility, its affiliates, subsidiaries or successors, now existing or hereinafter created, and each of their respective employees, officers, directors, associates, agents and representatives.
- 9.2 Facility will indemnify, defend, and hold University and its Students, employees, officers, directors, associates, agents and representatives harmless from and against any and all loss, damage, liability or claims (including, without limitation, reasonable costs and expenses of litigations and reasonable attorneys' fees) (collectively, "Claims") arising from any actual or alleged act or omission of the Facility, its affiliates, subsidiaries or successors, now existing or hereinafter created, and each of their respective employees, officers, directors, associates, agents and representatives in connection with this Agreement provided; that the indemnities herein do not extend to Claims arising from or in any way related to the acts, omissions of University and its Students, employees, officers, directors, associates, agents and representatives.
- 9.3 Each Party agrees that it shall give the other Party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification pursuant to the terms of this Section 9. This Section 9 shall survive any termination or expiration of this Agreement
- 10. Ownership of Works. All ideas, data, software (including source code), artworks, compositions, conceptions, and materials prepared by the Students while participating in the Project pursuant to this Agreement using Facility's resources, materials, or information and usable in Facility's business ("Works") shall be the property of Facility and shall be deemed

"works for hire" (as defined under applicable law), and University hereby assigns to Facility all of University's right, copyright, title and interest in and to such Works. University will execute any documents that may be necessary or appropriate to allow Facility to perfect its interest in the copyright for such works. University shall not use, or make available to others, any Works other than in connection with its Students' participation in the Project or with Facility's written consent. The obligations in this section shall survive the termination of this Agreement.

- 11. Confidential Information. During and after the term of this Agreement, University agrees to and will notify Students to keep confidential, and not reproduce, copy or disclose to any other person or firm, all trade secrets and other proprietary or confidential information and data concerning Facility or its business including, but not limited to, computer data, software, names of customers, or any other information designated or treated as confidential by Facility ("Confidential Information"). University further agrees and will advise its Students not to, during or after the term of this Agreement, use (either alone or with others), disclose to any person, or encourage anyone else to disclose any Confidential Information except within the scope of University's or the Students' duties and responsibilities related to the Project and pursuant to this Agreement or with Facility' written consent. University shall require its Students to sign a Confidentiality Agreement in the form attached as Exhibit A.
- 12. Return of Facility Property. Upon termination of this Agreement, University shall ensure that its Students return to Facility all property, badges, records and documents of or pertaining to Facility (including, but not limited to, customer lists, names, or addresses) and shall not make, retain or give to any other person any copy or extract of any such record or document. As used herein, the term "record" includes but is not limited to, information stored on computer, computer project data, software, reference books, and reference materials.

13. Notice.

All notices, demands or other writings provided for under this Agreement shall be deemed to have been fully given when made in writing and either hand delivered or deposited in the United States mail, registered and postage prepaid, and addressed to the respective Parties as set forth below and/or at any other address or location approved in writing by the Parties.

UNIVERSITY
Midwestern University
Centralized Office of Experiential Education
555 31st Street, HHH - Suite 305
Downers Grove, IL 60515
Attn: Paralegal

Facility
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 93706

14. <u>Miscellaneous Provisions</u>.

14.1 <u>Action Upon Breach</u>. If either Party breaches this Agreement, the other Party will give notice thereof to such breaching Party, specifying the breach(es). The breaching Party will have thirty (30) days from its receipt of the notice of such breach to cure. If such breach is not cured within the applicable cure period, the non-breaching Party may immediately terminate this Agreement by delivering notice of such termination to the breaching Party and seek to enforce

any other rights or pursue any other remedies to which it may be entitled at law or in equity. No delay or failure of any Party hereto to exercise any right or remedy hereunder shall operate as a waiver of such right or remedy. Further, any waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

- 14.2. <u>Severability</u>. If any section of this Agreement is deemed invalid or unenforceable by a court or arbitrator, such section shall be severable from the remainder of this Agreement, which shall be enforced according to its terms irrespective of the unenforceability of such section provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement taken as a whole.
- 14.3. <u>Assignment</u>. Neither of the Parties hereto shall assign its rights or delegate its duties under this Agreement to any other person or entity without the express written consent of the other Party; <u>provided</u>, <u>that</u>, Facility may assign its rights and/or delegate its duties under this Agreement to another business that (1) controls, is controlled by or affiliated with Facility or (2) acquires Facility or the assets of Facility used in connection with University's engagement. In the event of any such assignment, all references in this Agreement to "Facility" shall, where appropriate, be deemed to refer to the assignee.
- 14.4. <u>Amendment</u>. This Agreement is the entire agreement of the Parties with respect to the Project, and may be amended only by a written document signed by both Parties.
- 14.5. Governing Law. law shall govern this Agreement, and any dispute arising under or related to this Agreement shall be brought in the state or federal courts in . The Parties hereby irrevocably submit to the jurisdiction of such courts.
- 14.6 <u>Counterpart Signature.</u> This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each of which counterparts shall be deemed an original Agreement and all of which shall constitute but one Agreement.
- 14.7. <u>Entire Agreement.</u> This Agreement constitutes the entire understanding and agreement between the Parties and replaces and supersedes all prior agreements with respect to the subject matter hereof, both oral and written. There are no other arrangements, understandings, restrictions, representations, or warranties between the Parties hereto.
- 14.8. <u>Headings Not Binding</u>. The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement.
- 14.9. <u>Survival Clause</u>. It is mutually agreed upon that any duty, obligation or liability of either Party assumed by this Agreement or any subsequent extensions or revisions thereto shall continue until such time as the duty, obligation or liability ceases to exist.

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have executed this Agreement as evidenced below:

Facility:



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2323 North Broadway Santa Ana, CA 92706

Ву:		
	Peter J. Hardash	
	Vice Chancellor	
	Business Operations and Fiscal Services	
Date:		
<u>Unive</u>	ersity:	
MIDV	WESTERN UNIVERSITY	
By:	Nancy F. Fjortoft, Ph.D.	
	Nancy F. Fjortoft, Ph.D.	
	Dean, Chicago College of Pharmacy	
Datas		
Date: _		
Ву:		
	Dennis J. McCallian, PharmD	
	Dean, College of Pharmacy - Glendale	
Date:		

EXHIBIT A

CONFIDENTIALITY AGREEMENT

In consideration for being allowed to participate in the Project under the Non-Clinical Experience Affiliation Agreement (the "Agreement") between Midwestern University and Facility ("Facility"), and in consideration for having access to certain confidential and proprietary information and/or trade secrets of Facility and/or one of its affiliates, I hereby agree to the terms set forth below. Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

- 1. I acknowledge and agree that all Confidential Information is the exclusive and valuable property of the Facility which will at all times be regarded, treated and protected as such.
- 2. For purposes of this Agreement, "Confidential Information" is not limited to information that would qualify as a Trade Secret. "Confidential Information" means information that is used in the business of the Facility and (a) is proprietary to, about or created by the Facility, (b) gives the Facility some competitive business advantage, or the opportunity of obtaining such an advantage, or the disclosure of which could be detrimental to the interests of the Facility, (c) is designated as Confidential Information by the Facility, or is known by me to be considered confidential by the Facility, or from all the relevant circumstances should reasonably be assumed by me to be confidential and proprietary to the Facility, or (d) is not generally known by third Parties. Such Confidential Information includes, without limitation, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):
- (i) Names of Customers of the Facility and of Contractors, Consultants and Suppliers to the Facility and the identity of their decision-makers, the nature of their contracts (including their contents and Parties), as well as the type, quantity, specifications and content of products and services purchased, leased, or received by them;
- (ii) Internal personnel and financial information of the Facility, purchasing and internal cost information, internal service and operational manuals and procedures, and the manner and methods of conducting the business of the Facility that are not generally known in the industry;
- (iii) Marketing plans, research and development projects and plans, computer data, software, price data, cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques, forecasts and forecast assumptions and volumes;
- (iv) The Facility's future plans and potential acquisition, divestiture and other development strategies, including (without limitation) all information relating to any acquisition or development prospect, location or facility (collectively, "acquisition prospects"), and the identity of any key contact within the organization of any acquisition prospect, which have been or are being considered; and
- (v) Confidential and proprietary information provided to the Facility by any Customer, Contractor or Consultant to the Facility, or other third party.

Confidential Information does not include any data, information, or materials that have been voluntarily disclosed to the public by the Facility (except where such public disclosure has been made without authorization), independently developed and disclosed by others, or otherwise brought into the public domain through lawful means.

- 3. As a consequence of my receipt or anticipated receipt of Confidential Information, I agree that it is reasonable and necessary that I abide by the following requirements:
- (a) At no time while I am participating in the Project or at any time thereafter, will I disclose Confidential Information to any person or entity, either inside or outside of the Facility, other than as necessary in carrying out the services to be performed, without first obtaining the Facility's prior written consent (unless such disclosure is compelled pursuant to court orders or subpoena, at which time I will give notice of such proceedings to the Facility);
- (b) At no time while I am participating in the Project or at any time thereafter, will I use, copy or transfer Confidential Information other than as necessary in carrying out the services to be performed, without first obtaining the Facility's prior written consent; and
- (c) When I stop participating in the Project, I will promptly deliver to the Facility (or its designee) all written materials, records and documents made by me or which came into my possession prior to or during the time I participated in the Project that belong to or pertain to Facility, and concerning the business or affairs of the Facility, including, without limitation, all materials containing Confidential Information. I shall not make, retain or give to any other person any copy or extract of any such record or document.
- 4. All ideas, data, software (including source code), artworks, compositions, conceptions, and materials prepared by me using Facility's resources, materials, or information while participating in the Project pursuant to the Agreement and usable in Facility' business ("Works") shall be the property of Facility and shall be deemed "works for hire" (as defined under applicable law), and I hereby assign to Facility all of my right, copyright, title and interest in and to such Works. I will execute any documents that may be necessary or appropriate to allow Facility to perfect its interest in the copyright for such works. I shall not use, or make available to others, any Works other than in connection with my participation in the Project pursuant to the Agreement or with Facility's written consent. My obligations herein shall survive any termination or expiration of the Non-Clinical Education Affiliation Agreement entered into between the University and the Facility and/or any voluntary or involuntary termination of my participation in the Project.
- 5. I UNDERSTAND AND AGREE THAT I AM NOT AN EMPLOYEE OF FACILITY, AND THAT EITHER I OR MY EMPLOYER IS RESPONSIBLE FOR ANY TAX DEDUCTIONS AND WITHHOLDINGS. I FURTHER UNDERSTAND AND AGREE THAT FACILITY' VARIOUS BENEFIT PLANS ARE INTENDED TO PROVIDE BENEFITS SOLELY TO FACILITY EMPLOYEES AND IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE PROJECT PURSUANT TO THE AGREEMENT, I WAIVE ANY CLAIMS FOR BENEFITS UNDER ANY OF FACILITY' BENEFIT PLANS.

Signature:	
Printed/Typed Name:	
Date Signed:	
Employer/Contractor Name:	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

То:	Board of Trustees	Date: October 08, 2012
Re:	Approval of New OTA Agreement – W	est Covina 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 West Covina Unified School District in West Covina, California.

Fiscal Impact:	None	Board Date: October 08, 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 Rodi	riguez, Ph.D., Chancellor, RSCCD

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the <u>June 13, 2012</u> by and between <u>West Covina Unified School District</u>, 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:

ABHE,

District: Rancho Santiago Community

<u>College District</u>

Rancho Santiago Community College

District

2323 N. Broadway

2323 N. Broadway Santa Ana, CA 92706

Peter J. Hardash Vice Chancellor Business Operations & Fiscal Services Agency: West Covina Unified School District

West Covina Unified School District 1717 W. Merced Ave. West Covina, CA 91790

Michael F. Seaman

Assistant Superintendent, Human Resources

1 Heamor

Board Meeting of 10/08/12 Check Registers Submitted for Approval Checks Written for Period 09/15/12 thru 09/28/12

AP0020 Page: 1

Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54846	General Fund Unrestricted	1,880.39	0.00	1,880.39	92*0327092	92*0327097
54847	General Fund Unrestricted	797.57	0.00	797.57	92*0327099	92*0327105
54848	General Fund Unrestricted	4,302.03	0.00	4,302.03	92*0327107	92*0327108
54849	General Fund Unrestricted	17,845.89	0.00	17,845.89	92*0327109	92*0327113
54850	General Fund Unrestricted	1,445.12	0.00	1,445.12	92*0327114	92*0327119
54852	General Fund Unrestricted	5,146.50	0.00	5,146.50	92*0327123	92*0327146
54854	General Fund Unrestricted	1,762.30	0.00	1,762.30	92*0327149	92*0327178
54855	General Fund Unrestricted	730.31	0.00	730.31	92*0327179	92*0327185
54856	General Fund Unrestricted	1,921.70	0.00	1,921.70	92*0327186	92*0327188
54857	General Fund Unrestricted	7,980.00	0.00	7,980.00	92*0327191	92*0327198
54858	General Fund Unrestricted	2,675.49	0.00	2,675.49	92*0327201	92*0327205
54862	General Fund Unrestricted	73,682.50	0.00	73,682.50	92*0327218	92*0327302
54863	General Fund Unrestricted	64,437.48	0.00	64,437.48	92*0327303	92*0327381
54864	General Fund Unrestricted	731.05	0.00	731.05	92*0327383	92*0327390
54865	General Fund Unrestricted	145.00	0.00	145.00	92*0327393	92*0327394
54867	General Fund Unrestricted	10,080.00	0.00	10,080.00	92*0327403	92*0327403
54868	General Fund Unrestricted	11,283.25	0.00	11,283.25	92*0327405	92*0327408
54869	General Fund Unrestricted	9,193.49	0.00	9,193.49	92*0327409	92*0327412
54870	General Fund Unrestricted	420.00	0.00	420.00	92*0327413	92*0327413
54871	General Fund Unrestricted	2,086.39	0.00	2,086.39	92*0327420	92*0327426
54876	General Fund Unrestricted	87,526.26	0.00	87,526.26	92*0327435	92*0327519
54877	General Fund Unrestricted	92,321.34	0.00	92,321.34	92*0327520	92*0327602
54878	General Fund Unrestricted	2,244.07	0.00	2,244.07	92*0327603	92*0327609
54881	General Fund Unrestricted	2,037.68	0.00	2,037.68	92*0327617	92*0327621
54882	General Fund Unrestricted	165,022.19	0.00	165,022.19	92*0327624	92*0327624
54883	General Fund Unrestricted	11,200.00	0.00	11,200.00	92*0327625	92*0327625
54884	General Fund Unrestricted	2,599.50	0.00	2,599.50	92*0327626	92*0327636
54887	General Fund Unrestricted	10,476.46	0.00	10,476.46	92*0327647	92*0327647
54889	General Fund Unrestricted	81.90	0.00	81.90	92*0327650	92*0327650
54890	General Fund Unrestricted	4,127.95	0.00	4,127.95	92*0327651	92*0327656
54892	General Fund Unrestricted	865.79	0.00	865.79	92*0327658	92*0327663
54893	General Fund Unrestricted	879.50	0.00	879.50	92*0327668	92*0327669
54895	General Fund Unrestricted	3,805.50	0.00	3,805.50	92*0327672	92*0327683
54898	General Fund Unrestricted	51.90	0.00	51.90	92*0327692	92*0327694
54899	General Fund Unrestricted	690.00	0.00	690.00	92*0327695	92*0327695
54900	General Fund Unrestricted	1,591.18	0.00	1,591.18	92*0327701	92*0327709
54901	General Fund Unrestricted	20,362.67	0.00	20,362.67	92*0327710	92*0327718
54902	General Fund Unrestricted	2,120.30	0.00	2,120.30	92*0327719	92*0327723
54905	General Fund Unrestricted	1,662,733.79	0.00	1,662,733.79	92*0327738	92*0327739
54908	General Fund Unrestricted	1,451.40	0.00	1,451.40	92*0327750	92*0327757
54910	General Fund Unrestricted	19,370.01	0.00	19,370.01	92*0327763	92*0327765
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Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54911	General Fund Unrestricted	2,144.22	0.00	2,144.22	92*0327766	92*0327773
54912	General Fund Unrestricted	2,235.32	0.00	2,235.32	92*0327775	92*0327777
54913	General Fund Unrestricted	13,147.14	0.00	13,147.14	92*0327780	92*0327780
54918	General Fund Unrestricted	95,213.54	0.00	95,213.54	92*0327791	92*0327793
54919	General Fund Unrestricted	5,486.67	0.00	5,486.67	92*0327794	92*0327795
54924	General Fund Unrestricted	1,306.57	0.00	1,306.57	92*0327859	92*0327864
54925	General Fund Unrestricted	264.00	0.00	264.00	92*0327869	92*0327869
54926	General Fund Unrestricted	374.00	0.00	374.00	92*0327874	92*0327877
54927	General Fund Unrestricted	1,526.05	0.00	1,526.05	92*0327879	92*0327886
54928	General Fund Unrestricted	6,371.50	0.00	6,371.50	92*0327889	92*0327890
54929	General Fund Unrestricted	3,739.54	0.00	3,739.54	92*0327891	92*0327898
54930	General Fund Unrestricted	27,598.56	0.00	27,598.56	92*0327899	92*0327900
54932	General Fund Unrestricted	602.73	0.00	602.73	92*0327917	92*0327918
54934	General Fund Unrestricted	2,475.00	0.00	2,475.00	92*0327925	92*0327938
54941	General Fund Unrestricted	14,988.00	0.00	14,988.00	92*0327961	92*0327963
54942	General Fund Unrestricted	3,735.20	0.00	3,735.20	92*0327964	92*0327968
54943	General Fund Unrestricted	401.00	0.00	401.00	92*0327970	92*0327970
Total Fund 1	Total Fund 11 General Fund Unrestricted		\$0.00	\$2,491,714.89		

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Board Meeting of 10/08/12 Check Registers Submitted for Approval Checks Written for Period 09/15/12 thru 09/28/12

Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check#	End Check #
54846	General Fund Restricted	706.30	0.00	706.30	92*0327094	92*0327094
54847	General Fund Restricted	375.43	0.00	375.43	92*0327101	92*0327103
54848	General Fund Restricted	1,455.97	0.00	1,455.97	92*0327106	92*0327106
54849	General Fund Restricted	143.19	0.00	143.19	92*0327111	92*0327111
54850	General Fund Restricted	874.44	0.00	874.44	92*0327116	92*0327117
54856	General Fund Restricted	937.99	0.00	937.99	92*0327187	92*0327190
54859	General Fund Restricted	1,213.11	0.00	1,213.11	92*0327206	92*0327212
54864	General Fund Restricted	6,986.29	0.00	6,986.29	92*0327382	92*0327389
54865	General Fund Restricted	2,268.70	0.00	2,268.70	92*0327391	92*0327397
54867	General Fund Restricted	24,500.00	0.00	24,500.00	92*0327402	92*0327402
54868	General Fund Restricted	3,757.24	0.00	3,757.24	92*0327404	92*0327404
54870	General Fund Restricted	402.69	0.00	402.69	92*0327414	92*0327419
54880	General Fund Restricted	4,744.49	0.00	4,744.49	92*0327615	92*0327616
54881	General Fund Restricted	193.18	0.00	193.18	92*0327619	92*0327619
54888	General Fund Restricted	327.18	0.00	327.18	92*0327649	92*0327649
54890	General Fund Restricted	1,970.79	0.00	1,970.79	92*0327652	92*0327655
54891	General Fund Restricted	10,705.70	0.00	10,705.70	92*0327657	92*0327657
54892	General Fund Restricted	885.36	0.00	885.36	92*0327659	92*0327662
54893	General Fund Restricted	899.78	0.00	899.78	92*0327664	92*0327667
54894	General Fund Restricted	939.72	0.00	939.72	92*0327671	92*0327671
54898	General Fund Restricted	127.77	0.00	127.77	92*0327691	92*0327693
54899	General Fund Restricted	1,889.52	0.00	1,889.52	92*0327696	92*0327700
54900	General Fund Restricted	385.69	0.00	385.69	92*0327702	92*0327708
54901	General Fund Restricted	356.59	0.00	356.59	92*0327716	92*0327716
54902	General Fund Restricted	651.55	0.00	651.55	92*0327724	92*0327724
54903	General Fund Restricted	478.99	0.00	478.99	92*0327725	92*0327732
54904	General Fund Restricted	4,230.80	0.00	4,230.80	92*0327733	92*0327737
54906	General Fund Restricted	2,424.88	0.00	2,424.88	92*0327740	92*0327748
54912	General Fund Restricted	4,560.60	0.00	4,560.60	92*0327774	92*0327779
54923	General Fund Restricted	2,370.00	0.00	2,370.00	92*0327853	92*0327858
54924	General Fund Restricted	42.26	0.00	42.26	92*0327865	92*0327865
54925	General Fund Restricted	756.02	0.00	756.02	92*0327866	92*0327872
54926	General Fund Restricted	1,463.28	0.00	1,463.28	92*0327873	92*0327878
54927	General Fund Restricted	673.18	0.00	673.18	92*0327880	92*0327881
54928	General Fund Restricted	4,632.57	0.00	4,632.57	92*0327887	92*0327888
54931	General Fund Restricted	1,821.81	0.00	1,821.81	92*0327901	92*0327908
54932	General Fund Restricted	1,425.82	0.00	1,425.82	92*0327909	92*0327921
54943	General Fund Restricted	3,179.01	0.00	3,179.01	92*0327969	92*0327972
54944	General Fund Restricted	260.00	0.00	260.00	92*0327973	92*0327973

\$96,017.89

\$96,017.89

\$0.00

Total Fund 12 General Fund Restricted

Total Fund 13 GF Unrestricted One-Time

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\$0.00

\$216,452.30

Checks Written for Period 09/15/12 thru 09/28/12

Voided Adjusted End Beg Register # **Fund Title Amount** Checks **Amount** Check # Check # 54846 GF Unrestricted One-Time Func 249.95 0.00 249.95 92*0327098 92*0327098 54851 GF Unrestricted One-Time Func 1,637.30 0.00 1,637.30 92*0327120 92*0327122 GF Unrestricted One-Time Func 54853 71,230.68 0.00 71,230.68 92*0327147 92*0327148 54858 GF Unrestricted One-Time Func 0.00 92*0327199 92*0327200 1,625.00 1,625.00 GF Unrestricted One-Time Func 54866 32,058.11 0.00 32,058.11 92*0327398 92*0327401 54878 GF Unrestricted One-Time Func 667.50 0.00 667.50 92*0327610 92*0327610 54879 GF Unrestricted One-Time Func 22,441.49 0.00 22,441.49 92*0327611 92*0327614 GF Unrestricted One-Time Func 54881 1,194.53 0.00 1,194.53 92*0327622 92*0327623 54887 GF Unrestricted One-Time Func 11,275.90 0.00 11,275.90 92*0327648 92*0327648 54894 GF Unrestricted One-Time Func 1,312.83 0.00 1,312.83 92*0327670 92*0327670 54907 GF Unrestricted One-Time Func 14,463.20 0.00 14,463.20 92*0327749 92*0327749 54908 GF Unrestricted One-Time Func 45.00 0.00 45.00 92*0327753 92*0327753 54909 GF Unrestricted One-Time Func 15,482.63 0.00 15,482.63 92*0327758 92*0327762 GF Unrestricted One-Time Func 54911 582.92 0.00 582.92 92*0327767 92*0327767 54913 GF Unrestricted One-Time Func 11,024.30 0.00 11,024.30 92*0327781 92*0327782 54933 GF Unrestricted One-Time Func 31,160.96 0.00 31,160.96 92*0327922 92*0327924

\$216,452.30

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			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
54860	Child Development Fund	2,023.09	0.00	2,023.09	92*0327213	92*0327216
54872	Child Development Fund	1,191.49	0.00	1,191.49	92*0327427	92*0327428
54885	Child Development Fund	2,927.39	0.00	2,927.39	92*0327637	92*0327644
54896	Child Development Fund	6,766.76	0.00	6,766.76	92*0327684	92*0327689
54914	Child Development Fund	11,128.15	0.00	11,128.15	92*0327783	92*0327787
54935	Child Development Fund	3,958.32	0.00	3,958.32	92*0327939	92*0327946
54945	Child Development Fund	669.32	0.00	669.32	92*0327974	92*0327975
Total Fund 3	3 Child Development Fund	\$28,664.52	\$0.00	\$28,664.52		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54861	Capital Outlay Projects Fund	318,041.63	0.00	318,041.63	92*0327217	92*0327217
54874	Capital Outlay Projects Fund	339.41	0.00	339.41	92*0327433	92*0327433
54886	Capital Outlay Projects Fund	4,679.92	0.00	4,679.92	92*0327645	92*0327646
54916	Capital Outlay Projects Fund	1,088.01	0.00	1,088.01	92*0327789	92*0327789
54940	Capital Outlay Projects Fund	4,536.00	0.00	4,536.00	92*0327960	92*0327960

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Total Fund 41 Capital Outlay Projects Fu	\$328.684.97	\$0.00	\$328.684.97
Total Fund 41 Capital Outlay Projects Fu	<u>\$328,684.97</u>	\$0.00	\$328,684.97

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			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
54873	Bond Fund, Measure E	25,743.67	0.00	25,743.67	92*0327429	92*0327432
54915	Bond Fund, Measure E	6,374.00	0.00	6,374.00	92*0327788	92*0327788
54936	Bond Fund, Measure E	75,949.90	0.00	75,949.90	92*0327947	92*0327950
54937	Bond Fund, Measure E	100,132.69	0.00	100,132.69	92*0327951	92*0327954
54938	Bond Fund, Measure E	26,945.12	0.00	26,945.12	92*0327955	92*0327958
Total Fund 4	2 Bond Fund, Measure E	\$235,145.38	\$0.00	\$235,145.38		

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Rancho Santiago Comm Coll District

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			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
54875	Property and Liability Fund	9,627.26	0.00	9,627.26	92*0327434	92*0327434
54897	Property and Liability Fund	7,590.74	0.00	7,590.74	92*0327690	92*0327690
Total Fund 6	1 Property and Liability Fund	\$17,218.00	\$0.00	\$17,218.00		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54939	Workers' Compensation Fund	161.52	0.00	161.52	92*0327959	92*0327959
Total Fund 6	2 Workers' Compensation Fu	\$161.52	\$0.00	\$161.52		

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Rancho Santiago Comm Coll District

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54917	Student Financial Aid Fund	204.39	0.00	204.39	92*0327790	92*0327790
Total Fund 74	Student Financial Aid Fund	\$204.39	\$0.00	\$204.39		

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SUMMARY

Total Fund 11 General Fund Unrestricted	2,491,714.89
Total Fund 12 General Fund Restricted	96,017.89
Total Fund 13 GF Unrestricted One-Time Fund	216,452.30
Total Fund 33 Child Development Fund	28,664.52
Total Fund 41 Capital Outlay Projects Fund	328,684.97
Total Fund 42 Bond Fund, Measure E	235,145.38
Total Fund 61 Property and Liability Fund	17,218.00
Total Fund 62 Workers' Compensation Fund	161.52
Total Fund 74 Student Financial Aid Fund	204.39
Grand Total:	\$3,414,263.86

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: October 8, 2012
Re:	Accept the Actuarial Study of Retiree Health Benefits Liabilities – Total Compensation Systems, Inc.	
Action:	Request for Accept	

BACKGROUND

Governmental Accounting Standards Board (GASB) Standard 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, effective beginning in December 2006, requires that district's, for financial reporting purposes, perform an actuarial valuation at least biennially for Other Post Employment Benefits (OPEB) plans, such as retiree health care, with a total membership (including employees in active service, terminated employees who have accumulated benefits but are not yet receiving them, and retired employees and beneficiaries currently receiving benefits) of 200 or more, or at least triennially for plans with a total membership of fewer than 200. The GASB 45 standard was instigated by the GASB because of growing concerns nationwide over the potential magnitude of government employer obligations for post-employment benefits. GASB 45 does not require employers to fund the obligation. GASB 45 requires that the district's annual financial statements reflect the present value of the future contributions as an unfunded liability if a district has not fully funded the future costs.

<u>ANALYSIS</u>

RSCCD biennially engages the services of an actuary to comply with GASB 45. Total Compensation Systems, Inc. has calculated and prepared the districts actuaries since the implementation of the GASB 45 requirements. Mr. Geoffrey L. Kischuk is the consultant who prepares the report. Mr. Kischuk will be attending the Board meeting to present the latest actuarial study and to answer any questions.

RECOMMENDATION

It is recommended the Board of Trustees accept the Actuarial Study of Retiree Health Benefits Liabilities report prepared by Total Compensation Systems, Inc. dated July 17, 2012 as presented.

Fiscal Impact:	None	Board Date: October 8, 2012
Prepared by:	Peter J. Hardash, Vice Chancellor, I	Business Operations/Fiscal Services
Submitted by:	Peter J. Hardash, Vice Chancellor, I	Business Operations/Fiscal Services
Recommended by	: Raúl Rodríguez, Ph.D., Chancellor	

Rancho Santiago Community College District Actuarial Study of Retiree Health Liabilities As of February 1, 2012

Prepared by:
Total Compensation Systems, Inc.

Date: July 17, 2012

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Rancho Santiago Community College District Actuarial Study of Retiree Health Liabilities

PART I: EXECUTIVE SUMMARY

A. Introduction

Rancho Santiago Community College District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of February 1, 2012 (the valuation date). The numbers in this report are based on the assumption that they will first be used to determine accounting entries for the fiscal year ending June 30, 2012. If the report will first be used for a different fiscal year, the numbers will need to be adjusted accordingly.

This report does not reflect any cash benefits paid unless the retiree is required to provide proof that the cash benefits are used to reimburse the retiree's cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under Governmental Accounting Standards Board (GASB) Standards 25/27.

This actuarial study is intended to serve the following purposes:

- » To provide information to enable Rancho Santiago CCD to manage the costs and liabilities associated with its retiree health benefits.
- » To provide information to enable Rancho Santiago CCD to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.
- » To provide information needed to comply with Governmental Accounting Standards Board Accounting Standard 12 (GASB 12) and with GASB accounting standards 43 and 45 related to "other postemployment benefits" (OPEB's).

Because this report was prepared in compliance with GASB 43 and 45, as appropriate, Rancho Santiago CCD should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 43 and 45 compliance.

This actuarial report includes several estimates for Rancho Santiago CCD's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Rancho Santiago CCD in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Faculty, CDC, Classified and Management. We estimated the following:

- > the total liability created. (The actuarial present value of total projected benefits or APVTPB)
- > the ten year "pay-as-you-go" cost to provide these benefits.
- the "actuarial accrued liability (AAL)." (The AAL is the portion of the APVTPB attributable to employees' service prior to the valuation date.)

- the amount necessary to amortize the UAAL over a period of 30 years.
- the annual contribution required to fund retiree benefits over the working lifetime of eligible employees (the "normal cost").
- The Annual Required Contribution (ARC) which is the basis of calculating the annual OPEB cost and net OPEB obligation under GASB 43 and 45.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the accuracy assumptions used. Normal costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report.

B. General Findings

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning February 1, 2012 to be \$4,175,056 (see Section IV.A.). The "pay-as-you-go" cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning February 1, 2012 (the normal cost) is \$3,062,680. This normal cost would increase each year based on covered payroll. Had Rancho Santiago CCD begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. We estimate the amount that would have accumulated to be \$92,397,836. This amount is called the "actuarial accrued liability" (AAL). Of this amount, \$33,728,877 is the unamortized balance of the initial UAAL. This leaves a "residual" AAL of \$58,668,959.

We calculated the annual cost to amortize the unfunded actuarial accrued liability using a 5% discount rate. We used an open 30 year amortization period. The current year cost to amortize the unfunded residual actuarial accrued liability is \$2,598,629.

Combining the normal cost with both the initial and residual UAAL amortization costs produces an annual required contribution (ARC) of \$8,743,003. The ARC is used as the basis for determining expenses and liabilities under GASB 43/45. The ARC is used in lieu of (rather than in addition to) the "pay-as-you-go" cost.

We based all of the above estimates on employees as of January, 2012. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees.

C. Comparison with Prior Valuation

The AAL increased from \$81.5 million in the February 1, 2010 valuation to \$92.4 million. Much of this increase is due to the expected increase due to interest accrual, benefit accrual (based on the normal cost) decreased by benefits paid. Based on the assumptions in the February 1, 2010 valuation, we expected the AAL to increase from \$81.5 million to \$88.2 million. The current AAL of \$92.4 million is about 4.8% higher than expected. This increase is due to adoption of the most recent CalPERS and CalSTRS mortality, turnover and retirement rates. It is likely to be several years until CalPERS and CalSTRS again review their assumptions and, should they then choose to make changes, it's impossible to predict what effect that will have.

Expected increases in the normal cost were offset by the impact of staff reductions. The 9% increase in normal cost is, therefore, entirely due to using updated demographic assumptions. These assumptions affect the normal cost more than the AAL because the changes in retirement rates and turnover do not affect the retiree liability (which makes up just over half of the AAL).

D. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

	Faculty	Classified	<u>CDC</u>	Management
Applies to	Hired $> 5/31/86$	Hired > $7/1/86*$	Hired > $5/31/86$	Hired > $5/31/86$
Benefit types provided	Medical and dental	Medical and dental	Medical and dental	Medical and dental
Duration of Benefits	To age 70	To age 70	To age 70	To age 70
Required Service	15 years	15 years	15 years	15 years
Minimum Age	55	50	50	50
Dependent Coverage	Yes	Yes	Yes	Yes**
District Contribution %	100%	100%	100%	100%
District Cap	Active Rate	Active Rate	\$9000 per year	Active Rate

^{*}Those hired after 7/1/86 and before 7/1/90 receive the above benefits but with no cap

For employees hired prior to the dates shown above, retirees receive District-paid lifetime coverage.

E. Recommendations

It is outside the scope of this report to make specific recommendations of actions Rancho Santiago CCD should take to manage the substantial liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the College to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Rancho Santiago CCD's practices, it is possible that Rancho Santiago CCD is already complying with some or all of our recommendations.

- We recommend that Rancho Santiago CCD inventory all benefits and services provided to retirees whether contractually or not and whether retiree-paid or not. For each, Rancho Santiago CCD should determine whether the benefit is material and subject to GASB 43 and/or 45.
- We recommend that Rancho Santiago CCD conduct a study whenever events or contemplated actions significantly affect present or future liabilities, but no <u>less</u> frequently than every two or three years, as required under GASB 43/45.
- We recommend that the College communicate the magnitude of these costs to employees and include employees in discussions of options to control the costs.

^{**}Surviving spouse coverage available to administrators hired before 7/1/89 and supervisors/confidential hired before 4/11/05.

- ➤ Under GASB 45, it is important to isolate the cost of retiree health benefits. Rancho Santiago CCD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 even on a retiree-pay-all basis all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Rancho Santiago CCD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Rancho Santiago CCD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for College-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Rancho Santiago CCD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Rancho Santiago CCD should maintain a retiree database that includes in addition to date of birth, gender and employee classification retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Rancho Santiago CCD to maintain employment termination information namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

Respectfully submitted,

Geoffrey L. Kischuk, FSA, MAAA, FCA Consultant Total Compensation Systems, Inc. (805) 496-1700

PART II: BACKGROUND

A. Summary

Accounting principles provide that the cost of retiree benefits should be "accrued" over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in 2004 Accounting Standards 43 and 45 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees).

B. Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an "actuarial cost method."

Under most actuarial cost methods, there are two components of actuarial cost - a "normal cost" and amortization of something called the "unfunded actuarial accrued liability." Both accounting standards and actuarial standards usually address these two components separately (though alternative terminology is sometimes used).

The normal cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. This report will not discuss differences between actuarial cost methods or their application. Instead, following is a description of a commonly used, generally accepted actuarial cost method that will be permitted under GASB 43 and 45. This actuarial cost method is called the "entry age normal" method.

Under the entry age normal cost method, the actuary determines the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. This amount is the normal cost. Under GASB 43 and 45, normal cost can be expressed either as a level dollar amount or a level percentage of payroll.

The normal cost is determined using several key assumptions:

- The current **cost of retiree health benefits** (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the normal cost.
- The "trend" rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the normal cost. A "cap" on College contributions can reduce trend to zero once the cap is reached thereby dramatically reducing normal costs.
- Mortality rates varying by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce normal costs, the mortality assumption is not likely to vary from employer to employer.
- **Employment termination rates** have the same effect as mortality inasmuch as higher termination rates reduce normal costs. Employment termination can vary considerably between public agencies.
- The service requirement reflects years of service required to earn full or partial retiree benefits.

While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- Retirement rates determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase normal costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- Participation rates indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The *discount rate* estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets. For example, employer funds earning money market rates in the county treasury are likely to earn far less than an irrevocable trust containing a diversified asset portfolio including stocks, bonds, etc. A higher discount rate can dramatically lower normal costs. GASB 43 and 45 require the interest assumption to reflect likely *long term* investment return.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. The actuary selects the assumptions which - taken together - will yield reasonable results. It's not necessary (or even possible) to predict individual assumptions with complete accuracy.

If all actuarial assumptions are exactly met and an employer expensed the normal cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the actuarial accrued liability or AAL. The excess of AAL over the actuarial value of plan assets is called the unfunded actuarial accrued liability (or UAAL). Under GASB 43 and 45, in order for assets to count toward offsetting the AAL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The actuarial accrued liability (AAL) can arise in several ways. At inception of GASB 43 and 45, there is usually a substantial UAAL. Some portion of this amount can be established as the "transition obligation" subject to certain constraints. UAAL can also increase as the result of operation of a retiree health plan - e.g., as a result of plan changes or changes in actuarial assumptions. Finally, AAL can arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 43 and 45, employers have several options on how the UAAL can be amortized as follows:

- > The employer can select an amortization period of 1 to 30 years. (For certain situations that result in a reduction of the AAL, the amortization period must be at least 10 years.)
- > The employer may apply the same amortization period to the total combined UAAL or can apply different periods to different components of the UAAL.
- > The employer may elect a "closed" or "open" amortization period.
- > The employer may choose to amortize on a level dollar or level percentage of payroll method.

PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

We calculated the actuarial present value of projected benefits (APVPB) separately for each employee. We determined eligibility for retiree benefits based on information supplied by Rancho Santiago CCD. We then selected assumptions for the factors discussed in the above Section that, based on plan experience and our training and experience, represent our best prediction of future plan experience. For each employee, we applied the appropriate factors based on the employee's age, sex and length of service.

We summarized actuarial assumptions used for this study in Appendix C.

B. Medicare

The extent of Medicare coverage can affect projections of retiree health costs. The method of coordinating Medicare benefits with the retiree health plan's benefits can have a substantial impact on retiree health costs. We will be happy to provide more information about Medicare integration methods if requested.

C. Liability for Retiree Benefits.

For each employee, we projected future premium costs using an assumed trend rate (see Appendix C).

We multiplied each year's projected cost by the probability that premium will be paid; i.e. based on the probability that the employee is living, has not terminated employment and has retired. The probability that premium will be paid is zero if the employee is not eligible. The employee is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's premium cost and the probability that premium will be paid equals the expected cost for that year. We discounted the expected cost for each year to the valuation date February 1, 2012 at 5% interest.

Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For any current retirees, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the APVPB for all employees to get the actuarial present value of total projected benefits (APVTPB). The APVTPB is the estimated present value of all future retiree health benefits for all **current** employees and retirees. The APVTPB is the amount on February 1, 2012 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last current employee or retiree dies or reaches the maximum eligibility age.

February 1, 2012	Total	Faculty	<u>CDC</u>	Classified	Management
Active: Pre-65	\$33,460,723	\$13, 444,8 76	\$1,063,936	\$15,634,557	\$3,317,354
Post-65	\$35,031,877	\$15,868,649	\$1,050,269	\$13,828,064	\$4,284,895
Subtotal	\$68,492,600	\$29,313,525	\$2,114,205	\$29,462,621	\$7,602,249
Retiree: Pre-65	\$4,357,033	\$512,625	\$0	\$2,827,588	\$1,016,820
Post-65	\$42,056,036	\$20,622,728	\$383,755	\$13,975,156	\$7,074,397
Subtotal	\$46,413,069	\$21,135,353	\$383,755	\$16,802,744	\$8,091,217
Grand Total	\$114,905,670	\$50,448,878	\$2,497,960	\$46,265,366	\$15,693,466
Subtotal Pre-65	\$37,817,756	\$13,957,501	\$1,063,936	\$18,462,146	\$4,334,173
Subtotal Post-65	\$77,087,915	\$36,491,377	\$1,434,024	\$27,803,221	\$11,359,293

The APVTPB should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVTPB is used to develop expense and liability figures. To do so, the APVTFB is divided into two parts: the portions attributable to service rendered prior to the valuation date (the past service liability or actuarial accrued liability under GASB 43 and 45) and to service after the valuation date but prior to retirement (the future service liability).

The past service and future service liabilities are each funded in a different way. We will start with the future service liability which is funded by the normal cost.

D. Cost to Prefund Retiree Benefits

1. Normal Cost

The average hire age for eligible employees is 36. To accrue the liability by retirement, the College would accrue the retiree liability over a period of about 24 years (assuming an average retirement age of 60). We applied an "entry age normal" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated normal cost.

Normal	Cost	Year	Beginning

February 1, 2012	<u>Total</u>	Faculty	<u>CDC</u>	<u>Classified</u>	<u>Management</u>
# of Employees	900	325	38	444	93
Per Capita Normal Cost					
Pre-65 Benefit	N/A	\$2,791	\$1,148	\$2,049	\$2,677
Post-65 Benefit	N/A	\$1,294	\$848	\$883	\$1,166
First Year Normal Cost					
Pre-65 Benefit	\$2,109,416	\$907,075	\$43,624	\$909,756	\$248,961
Post-65 Benefit	\$953,264	\$420,550	\$32,224	\$392,052	\$108,438
Total —	\$3,062,680	\$1,327,625	\$75,848	\$1,301,808	\$357,399

Accruing retiree health benefit costs using normal costs levels out the cost of retiree health benefits over

time and more fairly reflects the value of benefits "earned" each year by employees. This normal cost would increase each year based on covered payroll.

2. Amortization of Unfunded Actuarial Accrued Liability (UAAL)

If actuarial assumptions are borne out by experience, the College will fully accrue retiree benefits by expensing an amount each year that equals the normal cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the actuarial accrued liability (AAL). We calculated the AAL as the APVTPB minus the present value of future normal costs.

The initial UAAL was amortized using a closed amortization period of 30 years. The College can amortize the remaining or residual UAAL over many years. The table below shows the annual amount necessary to amortize the UAAL over a period of 30 years at 5% interest. (Thirty years is the longest amortization period allowable under GASB 43 and 45.) GASB 43 and 45 will allow amortizing the UAAL using either payments that stay the same as a dollar amount, or payments that are a flat percentage of covered payroll over time. The figures below reflect the level percentage of payroll method. This amortization payment would increase each year based on covered payroll.

Actuarial Accrued Liability					
as of February 1, 2012	Total	Faculty	<u>CDC</u>	Classified	<u>Management</u>
Active: Pre-65	\$17,990,511	\$7,295,199	\$536,136	\$8,443,058	\$1,716,118
Post-65	\$27,994,255	\$13,017,455	\$660,396	\$10,728,946	\$3,587,458
Subtotal	\$45,984,766	\$20,312,654	\$1,196,532	\$19,172,004	\$5,303,576
Retiree: Pre-65	\$4,357,033	\$512,625	\$0	\$2,827,588	\$1,016,820
Post-65	\$42,056,036	\$20,622,728	\$383,755	\$13,975,156	\$7,074,397
Subtotal	\$46,413,069	\$21,135,353	\$383,755	\$16,802,744	\$8,091,217
Subtot Pre-65	\$22,347,545	\$7,807,824	\$536,136	\$11,270,647	\$2,732,938
Subtot Post-65	\$70,050,291	\$33,640,183	\$1,044,151	\$24,704,102	\$10,661,855
Grand Total	\$92,397,836	\$41,448,007	\$1,580,287	\$35,974,749	\$13,394,793
Unamortized Initial UAAL	\$33,728,877				
Residual Unfunded AAL	\$58,668,959				
Residual UAAL Amortization at 5.0% over 30 Years	\$2,598,629				

3. Annual Required Contributions (ARC)

If the College determines retiree health plan expenses in accordance with GASB 43 and 45, costs will include both normal cost and one or more components of UAAL amortization costs. The sum of normal cost and UAAL amortization costs is called the Annual Required Contribution (ARC) and is shown below.

Annual Required Contribution (ARC) Year Beginning

February 1, 2012		Total
Normal Cost		\$3,062,680
Initial UAAL Amortization		\$3,081,694
Residual UAAL Amortization		\$2,598,629
	ARC	\$8,743,003

The normal cost remains as long as there are active employees who may some day qualify for College-paid retiree health benefits. This normal cost would increase each year based on covered payroll.

4. Other Components of Annual OPEB Cost (AOC)

Expense and liability amounts may include more components of cost than the normal cost plus amortization of the UAAL. This will apply to employers that don't fully fund the Annual Required Cost (ARC) through an irrevocable trust.

- The annual OPEB cost (AOC) will include assumed interest on the net OPEB obligation (NOO). The annual OPEB cost will also include an amortization adjustment for the net OPEB obligation. (It should be noted that there is no NOO if the ARC is fully funded through a qualifying "plan".)
- The net OPEB obligation will equal the accumulated differences between the (AOC) and qualifying "plan" contributions.

PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project ten year cash flow under the retiree health program. Because these cash flow estimates reflect average assumptions applied to a relatively small number of employees, estimates for individual years are <u>certain</u> to be *in*accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the College share of retiree health premiums.

Year					
Beginning					
February 1	Total	Faculty	<u>CDC</u>	Classified	<u>Management</u>
2012	\$4,175,056	\$1,941,104	\$26,853	\$1,512,320	\$694,779
2013	\$4,399,562	\$2,084,103	\$30,344	\$1,548,720	\$736,395
2014	\$4,900,099	\$2,354,225	\$36,360	\$1,727,075	\$782,439
2015	\$5,394,312	\$2,608,545	\$42,599	\$1,908,035	\$835,133
2016	\$5,770,521	\$2,787,242	\$51,051	\$2,052,442	\$879,786
2017	\$6,102,386	\$2,953,752	\$58,337	\$2,199,557	\$890,740
2018	\$6,292,082	\$3,029,776	\$60,900	\$2,280,489	\$920,917
2019	\$6,574,242	\$3,157,012	\$67,901	\$2,435,807	\$913,522
2020	\$7,073,618	\$3,340,674	\$73,932	\$2,715,226	\$943,786
2021	\$7,509,800	\$3,456,294	\$74,566	\$2,994,432	\$984,508

PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. GASB 43/45 require biennial or triennial valuations. In addition, a valuation should be conducted whenever plan changes, changes in actuarial assumptions or other employer actions are likely to cause a material change in accrual costs and/or liabilities.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.
- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.
- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.

We recommend Rancho Santiago CCD take the following actions to ease future valuations.

We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the College should review the actuarial assumptions in Appendix C carefully. If the College has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the College should engage in discussions or perform analyses to determine the best estimate of the assumption in question.

PART VI: APPENDICES

APPENDIX A: MATERIALS USED FOR THIS STUDY

We relied on the following materials to complete this study.

- We used paper reports and digital files containing employee demographic data from the College personnel records.
- > We used relevant sections of collective bargaining agreements provided by the College.

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APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the College wants more refined estimates for decision-making, we recommend additional investigation. Following is a brief summary of the impact of some of the more critical assumptions.

- 1. Where actuarial assumptions differ from expected experience, our estimates could be overstated or understated. One of the most critical assumptions is the medical trend rate. The College may want to commission further study to assess the sensitivity of liability estimates to our medical trend assumptions. For example, it may be helpful to know how liabilities would be affected by using a trend factor 1% higher than what was used in this study. There is an additional fee required to calculate the impact of alternative trend assumptions.
- We used an "entry age normal" actuarial cost method to estimate the actuarial accrued liability and normal cost. GASB will allow this as one of several permissible methods under its upcoming accounting standard. Using a different cost method could result in a somewhat different recognition pattern of costs and liabilities.

APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The College should carefully review these assumptions and methods to make sure they reflect the College's assessment of its underlying experience. It is important for Rancho Santiago CCD to understand that the appropriateness of all selected actuarial assumptions and methods are Rancho Santiago CCD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 43 and 45, applicable actuarial standards of practice, Rancho Santiago CCD's actual historical experience, and TCS's judgement based on experience and training.

ACTUARIAL METHODS AND ASSUMPTIONS:

<u>ACTUARIAL COST METHOD:</u> Entry age normal. The allocation of OPEB cost is based on years of service. We used the level percentage of payroll method to allocate OPEB cost over years of service.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The present value of future benefits and present value of future normal costs are determined on an employee by employee basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the normal cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees).

<u>AMORTIZATION METHODS:</u> We used the level dollar method to allocate the initial UAAL using a closed 30 year amortization period. We used the level percentage of payroll method to allocate the residual UAAL using an open 30 year amortization period.

<u>SUBSTANTIVE PLAN:</u> As required under GASB 43 and 45, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Rancho Santiago CCD regarding practices with respect to employer and employee contributions and other relevant factors.

ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

INFLATION: We assumed 3% per year.

<u>INVESTMENT RETURN / DISCOUNT RATE</u>: We assumed 5% per year. This is based on assumed long-term return on employer assets. We used the "Building Block Method" as described in ASOP 27 Paragraph 3.6.2. Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

TREND:

We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

<u>PAYROLL INCREASE</u>: We assumed 3% per year. This assumption applies only to the extent that either or both of the normal cost and/or UAAL amortization use the level percentage of payroll method. For purposes of applying the level percentage of payroll method, payroll increase must not assume any increases in staff or merit increases.

ACTUARIAL ASSET VALUATION: There were no plan assets on the valuation date.

NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35).

MORTALITY: CalSTRS mortality for faculty employees.

CalPERS mortality for Miscellaneous employees for other employees.

RETIREMENT RATES: CalSTRS retirement rates for faculty employees.

CalPERS retirement rates for School employees for other employees.

VESTING RATES:

	Faculty	<u>CDC</u>	Classified	Management
Vesting Percentage	100%	100%	100%	100%
Vesting Period	15 years	15 years	15 years	15 years

COSTS FOR RETIREE COVERAGE:

We determined both Medicare and non-Medicare retiree costs from a combination of retiree claim experience and assumed cost differences between Medicare and non-Medicare retirees.

First Year costs are as shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any College contribution caps.

Current Retirees: based on actual costs	Faculty	<u>CDC</u>	Classified	Management
Current Plan:				
Future Retirees Pre-65	\$17,978	\$9,000	\$15,340	\$17,518
Future Retirees Post-65	\$9,380	\$8,003	\$8,003	\$9,140
PARTICIPATION RATES:	100%			

TURNOVER: C

CalSTRS turnover for faculty employees.

CalPERS turnover for School employees for other employees.

<u>SPOUSE PREVALENCE</u>: To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

<u>SPOUSE AGES</u>: To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

ELIGIBLE ACTIVE EMPLOYEES:

Age	<u>Total</u>	Faculty	<u>CDC</u>	Classified	Management
Under 25	1	0	0	1	0
25-29	26	1	5	20	0
30-34	66	15	3	44	4
35-39	94	31	7	49	7
40-44	123	41	7	64	11
45-49	148	46	8	74	20
50-54	146	55	4	74	13
55-59	144	58	2	61	23
60-64	124	70	2	41	11
65 and older	28	8	0	16	4
Total	900	325	38	444	93

ELIGIBLE RETIREES:

Age	Total	Faculty	<u>CDC</u>	Classified	<u>Management</u>
Under 50	0	0	0	0	0
50-54	6	0	0	6	0
55-59	19	1	0	12	6
60-64	47	10	0	27	10
65-69	102	50	1	33	18
70-74	59	31	1	14	13
75-79	67	41	1	22	3
80-84	44	28	0	10	6
85-89	28	16	0	8	4
90 and older	8	1	0	7	0
Total	380	178	3	139	60

APPENDIX E: CALCULATION OF GASB 43/45 ACCOUNTING ENTRIES

This report is to be used to calculate accounting entries rather than to provide the dollar amount of accounting entries. How the report is to be used to calculate accounting entries depends on several factors. Among them are:

- 1) The amount of prior accounting entries;
- 2) Whether individual components of the ARC are calculated as a level dollar amount or as a level percentage of payroll;
- 3) Whether the employer using a level percentage of payroll method elects to use for this purpose projected payroll, budgeted payroll or actual payroll;
- 4) Whether the employer chooses to adjust the numbers in the report to reflect the difference between the valuation date and the first fiscal year for which the numbers will be used.

To the extent the level percentage of payroll method is used, the employer should adjust the numbers in this report as appropriate to reflect the change in OPEB covered payroll. It should be noted that OPEB covered payroll should only reflect types of pay generating pension credits for plan participants. Please note that plan participants do not necessarily include all active employees eligible for health benefits for several reasons. Following are examples.

- 1) The number of hours worked or other eligibility criteria may differ for OPEB compared to active health benefits;
- 2) There may be active employees over the maximum age OPEB are paid through. For example, if an OPEB plan pays benefits only to Medicare age, any active employees currently over Medicare age are not plan participants;
- 3) Employees hired at an age where they will exceed the maximum age for benefits when the service requirement is met are also not plan participants.

Finally, GASB 43 and 45 require reporting covered payroll in RSI schedules regardless of whether any ARC component is based on the level percentage of payroll method. This report does not provide, nor should the actuary be relied on to report covered payroll.

GASB 45 Paragraph 26 specifies that the items presented as RSI "should be calculated in accordance with the parameters." The RSI items refer to Paragraph 25.c which includes annual covered payroll. Footnote 3 provides that when the ARC is based on covered payroll, the payroll measure may be the projected payroll, budgeted payroll or actual payroll. Footnote 3 further provides that comparisons between the ARC and contributions should be based on the same measure of covered payroll.

At the time the valuation is being done, the actuary may not know which payroll method will be used for reporting purposes. The actuary may not even know for which period the valuation will be used to determine the ARC. Furthermore, the actuary doesn't know if the client will make adjustments to the ARC in order to use it for the first year of the biennial or triennial period. (GASB 45 is silent on this.) Even if the actuary were to know all of these things, it would be a rare situation that would result in me knowing the appropriate covered payroll

number to report. For example, if the employer uses actual payroll, that number would not be known at the time the valuation is done.

As a result, we believe the proper approach is to report the ARC components as a dollar amount. It is the client's responsibility to turn this number into a percentage of payroll factor by using the dollar amount of the ARC (adjusted, if desired) as a numerator and then calculating the appropriate amount of the denominator based on the payroll determination method elected by the client for the appropriate fiscal year.

If we have been provided with payroll information, we are happy to use that information to help the employer develop an estimate of covered payroll for reporting purposes. However, the validity of the covered payroll remains the employer's responsibility even if TCS assists the employer in calculating it.

22 5.2 (23)

APPENDIX F: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a non-actuary understand concepts related to retiree health

valuations. Therefore, the definitions may not be actuarially accurate.

Actuarial Accrued Liability: The amount of the actuarial present value of total projected benefits attributable to

employees' past service based on the actuarial cost method used.

Actuarial Cost Method: A mathematical model for allocating OPEB costs by year of service.

Actuarial Present Value of Total

Projected Benefits: The projected amount of all OPEB benefits to be paid to current and future retirees

discounted back to the valuation date.

Actuarial Value of Assets: Market-related value of assets which may include an unbiased formula for

smoothing cyclical fluctuations in asset values.

Annual OPEB Cost: This is the amount employers must recognize as an expense each year. The annual

OPEB expense is equal to the Annual Required Contribution plus interest on the Net OPEB obligation minus an adjustment to reflect the amortization of the net

OPEB obligation.

Annual Required Contribution: The sum of the normal cost and an amount to amortize the unfunded actuarial

accrued liability. This is the basis of the annual OPEB cost and net OPEB

obligation.

Closed Amortization Period: An amortization approach where the original ending date for the amortization

period remains the same. This would be similar to a conventional, 30-year

mortgage, for example.

Discount Rate: Assumed investment return net of all investment expenses. Generally, a higher

assumed interest rate leads to lower normal costs and actuarial accrued liability.

Implicit Rate Subsidy: The estimated amount by which retiree rates are understated in situations where,

for rating purposes, retirees are combined with active employees.

Mortality Rate: Assumed proportion of people who die each year. Mortality rates always vary by

age and often by sex. A mortality table should always be selected that is based on

a similar "population" to the one being studied.

Net OPEB Obligation: The accumulated difference between the annual OPEB cost and amounts

contributed to an irrevocable trust exclusively providing retiree OPEB benefits and

protected from creditors.

Normal Cost: The dollar value of the "earned" portion of retiree health benefits if retiree health

benefits are to be fully accrued at retirement.

OPEB Benefits: Other PostEmployment Benefits. Generally medical, dental, prescription drug, life,

long-term care or other postemployment benefits that are not pension benefits.

Open Amortization Period: Under an open amortization period, the remaining unamortized balance is subject

to a new amortization schedule each valuation. This would be similar, for example, to a homeowner refinancing a mortgage with a new 30-year conventional mortgage

every two or three years.

Participation Rate: The proportion of retirees who elect to receive retiree benefits. A lower

participation rate results in lower normal cost and actuarial accrued liability. The

participation rate often is related to retiree contributions.

Retirement Rate: The proportion of active employees who retire each year. Retirement rates are

usually based on age and/or length of service. (Retirement rates can be used in conjunction with vesting rates to reflect both age and length of service). The more likely employees are to retire early, the higher normal costs and actuarial accrued

liability will be.

Transition Obligation: The amount of the unfunded actuarial accrued liability at the time actuarial accrual

begins in accordance with an applicable accounting standard.

Trend Rate: The rate at which the cost of retiree benefits is expected to increase over time. The

trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher normal costs and

actuarial accrued liability.

Turnover Rate: The rate at which employees cease employment due to reasons other than death,

disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce normal costs and actuarial

accrued liability.

Unfunded Actuarial

Accrued Liability: This is the excess of the actuarial accrued liability over assets irrevocably

committed to provide retiree health benefits.

Valuation Date: The date as of which the OPEB obligation is determined. Under GASB 43 and 45,

the valuation date does not have to coincide with the statement date.

Vesting Rate: The proportion of retiree benefits earned, based on length of service and,

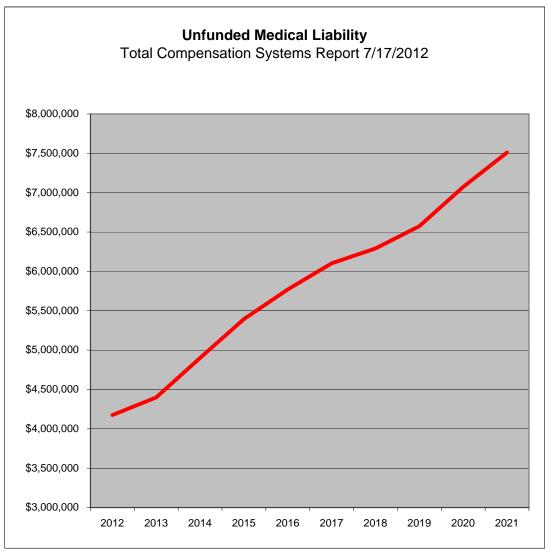
sometimes, age. (Vesting rates are often set in conjunction with retirement rates.)

More rapid vesting increases normal costs and actuarial accrued liability.

RSCCD Unfunded Medical Liability

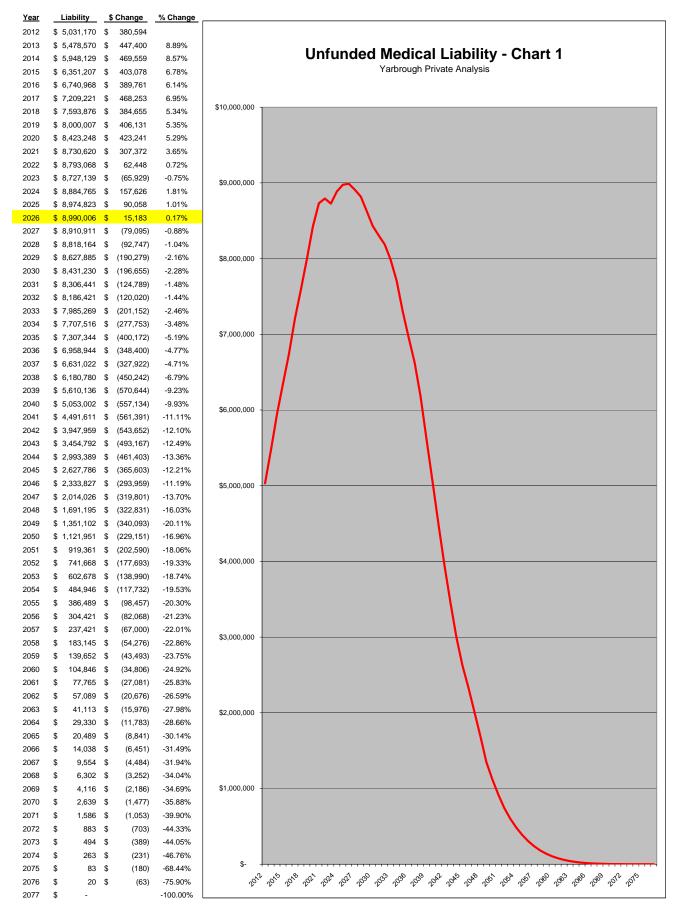
Total Compensation Systems, Inc Report dated 7/17/2012

<u>Year</u>	 Liability	 \$ Change	% Change
2012	\$ 4,175,056	\$ -	
2013	\$ 4,399,562	\$ 224,506	5.38%
2014	\$ 4,900,099	\$ 500,537	11.38%
2015	\$ 5,394,312	\$ 494,213	10.09%
2016	\$ 5,770,521	\$ 376,209	6.97%
2017	\$ 6,102,389	\$ 331,868	5.75%
2018	\$ 6,292,082	\$ 189,693	3.11%
2019	\$ 6,574,242	\$ 282,160	4.48%
2020	\$ 7,073,618	\$ 499,376	7.60%
2021	\$ 7,509,800	\$ 436,182	6.17%



RSCCD Unfunded Medical Liability

Yarbrough Private Analysis



RSCCD Unfunded Medical Liability

Retiree Benefits Fund Balance 9/27/12: \$31,632,290 Yarbrough Private Analysis



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: October 8, 2012
Re:	Approval of Appointment to the Measure E Citizens' Bon	d Oversight Committee
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

The committee terms are based on the calendar year. Therefore, we recommend that the following appointment be approved, filling one of two current vacancies as follows:

Name	Membership Category	Recommended Action
Fernando Antunez	Santa Ana College Student Representative	Appoint

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment of Fernando Antunez as the Santa Ana College student representative to the Citizens' Bond Oversight Committee as presented.

Fiscal Impact:	None Board Date: October 8, 2012
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees Date: Oct	ober 8, 2012
Re:	Approval of Change Order #2, Bid #1179 – Soccer Field and Football F Santa Ana College	acilities at
Action:	Request for Approval	

BACKGROUND

On January 17, 2012, the Board awarded a contract to Los Angeles Engineering Inc. for Bid #1179, Soccer Field and Football Facilities at Santa Ana College.

ANALYSIS

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

Change Order #2 increases the contract by \$171,494.01. The revised contract amount is \$5,328,131.42. District staff was able to negotiate a savings of \$154.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 3.40% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #2, Bid #1179 for Los Angeles Engineering Inc., Soccer Field and Football Facilities at Santa Ana College as presented.

Fiscal Impact:	\$171,494.01	Board Date: October 8, 2012
Prepared by:	Alex Oviedo, District Const Support Services	ruction Supervisor, District Construction &
Submitted by:	Peter J. Hardash, Vice Chan	cellor, Business Operations/Fiscal Services
Recommended by	r: Raúl Rodríguez, Ph.D., Cha	ncellor

CH	ANGE ORDER	Rancho Sar 2323 N. Broa	ntiago Cor idway, San	mmunity Coll ta Ana, CA 9	lege District 2706-1640	
Project:	New Soccer Field and Football Facilities	Bid No.	1179	P.O. #	P000259	
	New Soccer Field and Football Facilities	D.S.A. No.		#04-111	928	
Contractor:	Los Angeles Engineering Inc.	Change Ord	der No.			2
Architect:	Westberg-White, Inc.	Date:	Septem	ber 25, 2012	2	

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		\$5,152,820.00			
Previous Change Orders	\$3,817.41				
This Change Order	\$171,494.01				
Total Change Orders		\$175,311.42			
Revised Contract Amount		\$5,328,131.42			
Previous Time Extensions	0 calendar days				
Time Extension - This Change Order	0 calendar days				
Total Time Extensions		0 calendar days			
Original Completion Date		May 15, 2013			
Revised Contract Completion Date		May 15, 2013			
RSCCD Board Approval Date		October 8, 2012			

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

CHANGE ORDER			Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:	New Soccer Field a	nd Football Facilities	Bid No.	1179	P.O.#	P000259
	New Soccer Field and Football Facilities		D.S.A. No	ı .	#04-111	928
Contractor:	Los Angeles Engine	eering Inc.	Change C	order No.	2	
Architect:	Westberg-White, In	с.	Date:	Septembe	r 25, 2012	
ITEM NO.	EXPLANATION:			CREDIT		EXTRA
1.0	DESCRIPTION:	Bulletin No.2 - Revised Koury Soils report for soils over excavation and Compaction of CMU walls, buildings and bleachers. Phase II		-		\$68,282.70
	REASON:	Per Civil Engineer current soil conditions required additional rock and mat under pavement.				
	REQUESTOR:	District.	ļ			
	TIME EXTENSION:	0 - Calendar days.				
2.0	DESCRIPTION:	Bulletin No.5 - Add underground conduits, light poles, bases and pull boxes for future data Infrastructure.				\$93,414.3
	REASON:	Infrastructure for future Data.				
•	REQUESTOR:	District.				
_	TIME EXTENSION:	0 - Calendar days.				
3.0	DESCRIPTION:	Bulletin No.7 - Increase Structural Roof Members at Buildings No.1 & No.2 (Original submitted price \$3,413.00) (Final negotiated price \$3,259.00)				\$3,259.0
	REASON:	Dimension conflict in documents.				
	REQUESTOR:	Architect.				
	TIME EXTENSION:	0 - Calendar days.				
4.0	DESCRIPTION:	Bulletin No.11 - Furnish and install Insta-hot water heaters at Buildings 1 & 2 Concession rooms.				\$6,538.0
	REASON:	It was determined hot water was required at Concession rooms.				
	REQUESTOR:	Architect.				
	TIME EXTENSION:	0 - Calendar days.				· · · · · · · · · · · · · · · ·
		Sub-To	otal otal	\$0.	00	\$171,494.0 \$171,494.0

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: October 8, 2012
Re:	Approval of Change Order #6, Bid #1179 - Road Parking Lot Expansion at Santa Ana College	Alignment/Cul-De-Sac and
Action:	Request for Approval	

BACKGROUND:

On January 17, 2012, the Board of Trustees awarded a contract to Los Angeles Engineering Inc. for Bid #1179, Road Alignment/Cul-De-Sac and Parking Lot Expansion at Santa Ana College.

ANALYSIS:

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

Change Order #6 increases the contract by \$4,691.65. The revised contract amount is \$2,628,286.73. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 9.23% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #6, Bid #1179 for Los Angeles Engineering Inc., Road Alignment/Cul-De-Sac and Parking Lot Expansion at Santa Ana College as presented.

Fiscal Impact:	\$4,691.65	Board Date: Octob	er 8, 2012
Prepared by:	Alex Oviedo, District Construction Su Support Services	pervisor, District Cons	struction &
Submitted by:	Peter J. Hardash, Vice Chancellor, Bus	siness Operations/Fisc	al Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

CH	ANGE ORDER	Rancho Sai 2323 N. Broa	ntiago Con adway, San	nmunity Coll ta Ana, CA 9	ege District 92706-1640
Project:	Road Alignment/Cul-D-Sac and Parking Lot Expansion	Bid No.	1179	P.O. #	P000258
	Trodd Alighmeny Car & Sac and Farking Loc Expansion	D.S.A. No.		#04-1119	929
Contractor:	Los Angeles Engineering Inc.	Change Ord	der No.		6
Architect:	Westberg-White, Inc.	Date:	Septem	ber 25, 2012	?

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		\$2,406,180.00						
Previous Change Orders	\$217,415.08							
This Change Order	\$4,691.65							
Total Change Orders		\$222,106.73						
Revised Contract Amount		\$2,628,286.73						
Previous Time Extensions	0 calendar days							
Time Extension - This Change Order	0 calendar days							
Total Time Extensions		22 calendar days						
Original Completion Date		May 15, 2013						
Revised Contract Completion Date		May 15, 2013						
RSCCD Board Approval Date		October 8, 2012						

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

C	HAN	GE ORDER		antiago Commo	•	٠
Project:	Road Alignment/Cu	I-D-Sac and Parking Lot Expansion	Bid No.	1179	P.O.#	P000258
			D.S.A. No).	#04-1119	29
Contractor:	Los Angeles Engine	eering Inc.	Change C	Order No.	6	
Architect:	Westberg-White, In-	с.	Date:	Septembe	r 25, 2012	
ITEM NO.	EXPLANATION:		С	REDIT	E	XTRA
1.0	DESCRIPTION:	Bulletin No.17 - Add (11) 5 gallon staked vines at Martha Lane.				\$981.65
	REASON:	District request for aesthetics and to discourage future vandalism.				
	REQUESTOR:	District.				
	TIME EXTENSION:	0 - Calendar days.	<u> </u>		l	
2.0	DESCRIPTION:	Bulletin No.19 - Add 8" step to low walls in (2) locations at 17th Street.				\$742.00
1	REASON:	To coordinate with existing grades.				
	REQUESTOR:	Architect				
	TIME EXTENSION:	0 - Calendar days.				
3.0	DESCRIPTION:	Bulletin No.21 - Change from 6" block to 8" block at fence post locations only.				\$2,968.00
	REASON:	Post would not work in 6" block.			ł	
	REQUESTOR:	Architect.				
	TIME EXTENSION:	0 - Calendar days.				
		Sub-Tota		\$0.00		\$4,691.65
	<u> </u>	Tota	1		<u> </u>	\$4,691.65

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: October 8, 2012			
Re:	Approval of Proposal for the Video Surveillance System, Fiber Infrastructure Installation and Maintenance & Operations Building, Soccer and Softball Fields Projects at Santiago Canyon College				
Action:	Request for Approval				

BACKGROUND

Seville Construction Services have compiled extensive background and knowledge of the Santiago Canyon College infrastructure. With that knowledge, they've been asked to provide construction management services during the installation of the fiber infrastructure, installation and implementation of the video surveillance system, which also includes the installation at the Maintenance & Operations building and the soccer and softball fields at Santiago Canyon College.

ANALYSIS

As noted in the attached proposal dated September 24, 2012 from Seville Construction Services, the estimated fee for the proposed services is detailed in the cost break down shown in the proposal attachment. The original cost was \$248,904.00 and District staff was able to negotiate a savings of \$35,475.00. Seville's fee for the anticipated staff is \$213,429.00 with no costs for reimbursable expenses. This is a separate request for services not directly associated with any past or current construction project.

RECOMMENDATION

It is recommended that the Board of Trustees approve the construction management services for Seville Construction Services as presented.

Fiscal Impact:	\$213,429.00	Board Date: October 8, 2012				
Prepared by:	Darryl A. Odum, Director, District Construction & Support Services					
Submitted by:	omitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services					
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor					



Seville Construction Services, Inc. Rancho Santiago Community College District **Construction Management Team**

Santiago Canyon College Project Office 8045 East Chapman Ave Orange, CA 92869

1 714 639 9570 1 714 639 0103

www. Time com

Design > Innovate > Build > Deliver >

September 24, 2012

Mr. Peter Hardash Vice Chancellor Rancho Santiago Community College District 2323 North Broadway Santa Ana, CA 92706

RE: SCS – VIDEO SURVEILLANCE & FIBER PROJECTS – ADDITIONAL SERVICES REQUEST

Dear Peter,

Thank you for the request to provide the District with construction management services for the following projects at Santiago Canyon College: Phase I - Video Surveillance System (1183), Phase II - Fiber Infrastructure (1199), and Phase III - M&O, Soccer and Softball Fields (TBD).

Attached you will find a detailed cost proposal, dated 9/24/12, in the amount of \$213,429.00 for Agency CM services under our existing service agreement with the District. The proposal provides a preliminary schedule, based on project durations, with a corresponding staffing profile for the anticipated project supervision during the day and night shifts.

Thank you again for your continued support and for entrusting us with these projects. We will diligently purse their successful completion as your advocate. Please accept this projection and contact me with any questions that you may have. I may best be reached on my cell phone at (714) 686-8121.

Kind Regards,

Roger Bañuelos

Seville Construction Services

Sr. Vice President / Los Angeles Regional Manager





RSCCD - SCC Video Surveillance System (1183) and Fiber Infrastructure Projects (1199)

9/24/2012

Schedule and Fee Proposal

							MAN A	1	10600	012		Alexandra			4 20		1000	2013	Z ENE	DARK 12	4.8			
PHASE / PROJECT						JUL	AUG	SEP	ост	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	AUG	SEP	ост	NOV	DEC	STAFF TO	
							1	2	3		5	6	7	8	9	10	11	12	13	14	15	16	17	-
												<u>t</u>	<u> </u>				<u> </u>	===			==	ļ <u></u>	<u> </u>	
Phase I - SCC - Video S	urveille	ince System (11	<u>83)</u>				re ce p	na min		Construct	on (fES Cont	ract - 180 Ca	endar Day (Ouration)			ļ		ļ					
İ																								
Phase II - SCC - Fiber In	frastr	cture (1199)					Person In	ngo ang Bi		Constructi	on (Coast Ele	etric - 120 C	alendar Day	Duration)										
İ																								
Phase III - SCC - M&O.	Soccer	A Softball Field	(TBO)							Design	THE SAME		Construction	on (Anticipal	ed 90 Calen	dar Day Dur	ation)							
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TAFF HOURS:					L		Actual	Actual						ļ		ļ				ļ	ļ			
SrVP/Regional Manage	er (SCC	CM) (Split 1183 &	1199)			Roger	4	4		9	8	8	В		В	0	0	0	0	0	0	0	0	
Project Manager (1/4	4 T on 1:	183 & 1/4T on 119	19)			Jerry	11	11	20	82.5	82.5	82.5	82.5	82.5	82.5	0	0	0	0	0	0	0	0	
Project Superintender	nt (1/4T	on 1183 & 1/4T o	n 1199)			Tony	8.5	3	20	82.5	82.5	82.5	82.5	82.5	82.5	0	0	0	0	0	D	0	0	
Superintendent (Night	t) (FT or	1183)				Joe	0	0	8	165	165	165	165	0	0	0	0	0	0	0	0	0	0	
Estimator - Jacobus &	Yuang					J&Y	0	13	0	0	13	0	0	0	0	0	0	0	0	0	0	0	0	
	, ,					TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAFF EXPENSE:			Hour	ly Rates	(2012/	2013)																		
SrVP/Regional Manag	ger (SCC	: CM)			145	149	580	580	1,160	1,160	1,160	1,160	1,192	1,192	1,192	0	0	0	0	0	0	0	0	9,
Project Manager					134	138	1,474	1,474	2,680	11,055	11,055	11,055	11,385	11,385	11,385	0	0	0	0	0	0	0	0	72,
Project Superintende	int				106	109	901	318	2,120	8,745	8,745	8,745	8,993	B,993	8,993	0	0	0	0	0	0	0	0	56,
Superintendent (Night) 106 109			109	D	0	848	17,490	17,490	17,490	17,985	0	0	0	0	0	0	0	0	0	0	71,			
Estimator - Jacobus & Yuang 125 125			125	0	1,625	0	0	1,625	0	0	0	0	0	D	0	0	0	0	0	0	3,			
	, ,					0	D	0	0	0	0	0	0	0	0	D	0	0	0	0	0	0	0	
	\vdash						7000	1007		39.450	40.07	38.455	30.00	33.575	31.530									-
,					MONTHLY	TOTALS	2,955	3,997	6,808	38,450	40,075	38,450	39,555	21,570	21,570	0	0	0	0	0	0	0	0	\$21

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: October 8, 2012
Re:	Approval of Change Order #3, Bid #1143 – Glass/Glazing for Building at Santiago Canyon College	the Humanities
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Glazcon Productions for Bid #1143, glass/glazing for the Humanities Building at Santiago Canyon College.

ANALYSIS:

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

Change Order #3 increases the contract by \$7,512.48. The revised contract amount is \$1,236,780.48. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 4.04% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #3, Bid #1143 for Glazcon Productions, glass/glazing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$7,512.48	Board Date: October 8, 2012			
Prepared by:	Darryl A. Odum, Director	, District Construction and Support Services			
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Service					
Recommended by:	Raúl Rodríguez., Ph.D., C	Chancellor			

СН	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640					
Project:	Santiago Canyon College Humanities Building	Bid No.	1143	P.O.#	10-P0014580		
		D.S.A. No.		04-1102	12		
Contractor:	Glazcon Productions	Change Ord	ler No.	3			
Architect:	LPA Inc	Date:	9/25/12				

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		\$1,188,700.00							
Previous Change Orders	\$40,568.00								
This Change Order	\$7,512.48								
Total Change Orders		\$48,080.48							
Revised Contract Amount		\$1,236,780.48							
Previous Time Extensions	0 calendar days								
Time Extension - This Change Order	0 calendar days								
Total Time Extensions		0 calendar days							
Original Completion Date		May 25, 2011							
Revised Contract Completion Date		May 25, 2011							
RSCCD Board Approval Date		October 8, 2012							

Architect	Authorized Signature	Date	
Contractor Name	Authorized Signature	Date	
Construction Manager - Seville CS	Authorized Signature	Date	
District Inspector	Authorized Signature	Date	*** =0
Darryl A. Odum Director - District Construction and Support Services	· · · · · · · · · · · · · · · · · · ·	Date	
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date	
Peter J. Hardash			
Vice Chancellor, Business Operations/Fiscal Services		Date	

CH	IANGI	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640					
Project:	Santiago Canyon C	College Humanities Buildin	g	Bid No. D.S.A. No	1143	P.O. #	10-P0014580
Contractor:	Glazcon Production	•		Change C		3	:12
Architect:	LPA Inc	<u> </u>		Date:	9/25/12	-	
ITEM NO.	EXPLANATION:			î e	REDIT		EXTRA
1.0	DESCRIPTION: Additional door assi	st push plates at doors 11 d revise location of doors ? R.			\$0.00		\$1,464.40
	REASON:	Out of scope					
	REQUESTOR:	District					
	TIME EXTENSION:	ADDS 0 calendar days			+0.00		1001000
1.0	DESCRIPTION: Additional clerestory floor per CCD 22	glazing on the second ar	nd third	1	\$0.00		\$6,048.08
	REASON:	Out of scope					
	REQUESTOR:	District					
	TIME EXTENSION:	ADDS 0 calendar days					
			Sub-Total		\$0.00		\$7,512.48
6			Total				\$7,512.48

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: October 8, 2012
Re:	Approval of Utilization of Contract with Brocade Co District-wide Networking Equipment	ommunications Systems, Inc. for
Action:	Request for Approval	

BACKGROUND

In order to maintain optimal performance and meet the District's need for additional internet connections, redundancy and load balance, the network equipment requires augmentation and in many areas, replacement. Brocade networking products are industry respected, perform well and are available at a significantly lower price-point than their Cisco counterparts. Much of the existing network equipment has reached the end of its service life and will no longer be supported by the manufacturer. It is in the best interest of the District to replace this equipment; utilization of Brocade equipment will meet both the District's technology needs and budgetary considerations.

In 2007, the State of Utah on behalf of National Association of State Procurement Officials (NASPO) and the Western States Contracting Alliance (WSCA) awarded contract AR214 to Foundry Networks, which was later (2009) assigned to Brocade Communication Systems, Inc. for the purchase of Data Communications Equipment and Associated OEM Maintenance and Training. In addition, the contract was approved for use in California by the Department of General Services, Master Price Agreement 7-09-70-14.

ANALYSIS

Utilization (Piggyback) of contract AR214 will allow the District to purchase Brocade products including Data Communications Equipment and Associated OEM Maintenance (i.e. hardware/software support) and Training, on an as-needed basis. This contract was competitively bid in order to achieve cost-effective and efficient acquisition of quality products and services.

Depending on the product or service, there is a 25-40 percent discount for products/services, with additional discounts available based on the product, service and/or volume of purchases.

Attached are excerpts from the contract including the reseller's price quote. A copy of the complete contract is available for review in the Purchasing Department. This contract is good through May 31, 2014.

RECOMMENDATION

It is recommended that the Board of Trustees approve utilization of the contract as needed, with Brocade Communication Systems, Inc. pursuant to the State of Utah-State Cooperative Contract Number AR214, awarded by the State of Utah on behalf of the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA) and approved for

usage by the State of California pursuant to California Participating Addendum Master Price Agreement 7-09-70-14, for the purchase of Data Communications Equipment and Associated OEM Maintenance and Training and any future renewals, extensions and addendums, as presented.

Fiscal Impact:	\$486,150.02 plus tax (Initial Purchase)	Board Date: October 8, 2012
Prepared by:	Tracey Conner-Crabbe, Director of Purchas	sing Services
Submitted by:	Peter J. Hardash, Vice Chancellor of Busin	ess Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

STATE OF UTAH - STATE COOPERATIVE CONTRACT CONTRACT NUMBER AR214

Foundry Network			LEGAL STATUS OF CONTRACTOR
2100 0 110	Name		Sole Proprietor
2100 Gold St.			Non-Profit Corporation
Aluina	Address		For-Profit Corporation
Alviso City	CA	95002	Partnership
City	State	Zip	Government Agency
Contact Person Ricl	LeSueur Phone #801-25	4-3744 Fax # 801-	254-7233 Email rlesueur@foundrynet.com
Federal Tax ID# <u>77</u>	-0431154 Vendor # <u>VC00</u> 0	00112454 Commo	dity Code #20464, 20623 & 20621
GENERAL PURPO	SE OF CONTRACT: The	general purpose of	this contract is to provide:
WSCA Contract to RFP #DG7500.	provide Data Communicat	ions Equipment Ass	sociated OEM Maintenance and Training per
KII #DG7500.			
CONTRACT PERIO	OD: Effective date: June 1.	, 2007 Termination	date: May 31, 2010 unless terminated early or
extended in accorda	nce with the terms and con-	ditions of this contra	date: May 31, 2010 unless terminated early or act. Renewal options (if any): 2 -(2) year.
			2 -(2) year.
'KICING AS PER'	THE ATTACHMENT Dis	counts	
PAYMENT TERM	S: <u>Net 30</u>		
MINIMUM ORDEI	FOR DELIVERY: 30 Day	s ARO	
ATTAINIOM OKDE	F.O.B. Destination - Fre		
REIGHT TERMS.	F.O.B. Destination - Fre	ight Prepaid	
ATTACHMENT A:	Addendum 1		
ATTACHMENT B-	1: WSCA Terms and Cond	itions	
ATTACHMENT B-	2: N/A	4110113	
ATTACHMENT C:	N/A		
OCUMENTS INC	ORPORATED INTO THIS	S CONTRACT BY	REFERENCE BUT NOT ATTACHED:
. All other gove	rnmental laws, regulations.	Or actions applicable	le to the goods and/or services authorized by the
Olitiapt.			
 Utah State Pro 	curement Code, Procureme	ent Rules, and CON	TRACTOR'S response to Bid #DG7500 dated
<u>9/4/06</u> .			dated #DG1200 dated
N WITNESS WHE	REOF, the parties sign and	course this assume to	
ONTRACTOR		cause this contract	TO be executed.
		51A1	TE OF UTAH `
M 14			SPH 1 -
Contractor's Signature		Dougl	las G. Richins
/ /		Direct	tor, Div. of Purchasing & General Sys.
VEAL HARRIS		REGION	, or a mondants & Ocheral 375.
	1 1		
Type or Print Name ar	id Title		14414 @ 4 000=
Type or Print Name at	id Title		MAY 2 1 2007

STATE OF UTAH CONTRACT ASSIGNMENT....

STATE CONTRACT # AR214

1. PARTIES TO THE ASSIGNMENT:

ASSIGNOR (old contractor): Foundry Networks, Inc.
ASSIGNEB (new contractor): Brocade Communications Systems, Inc
NEW VENDOR NUMBER:
(Assigned by the State of Utah)

ssignee please complete company informati	2 101111			
Brocade Communications	Systems, Inc	77-	0409517	
1745 Technology Drive	San Jose	CA	95110	
Comerica Bank, P.O. Box # 49026	San Jose	The second second		
Corporation Partnership Proprietory		CA	95161	
801-319-2956		Rich LeSuer	r	
The State of the Control of the Cont	801.2	54-7233		
www.brocade.com	riesueur@	brocade.com		
ASSIGNER agrees to perform all of ASSIGNO provisions specified in this contract. ASSIGNO: contract and will make no claim for benefits	OR'S contract responsibilities, a R will have no further responsibilities arising from this contract	and to abide by	all contra n under th	
contract and will make no claim for benefits assignment.	OR.'S contract responsibilities, a R will have no further responsibilities arising from this contract after	and to abide by bilities to perform r the effective of	all contra n under th late of th	
contract and will make no claim for benefits assignment. FECTIVE DATE:	arising from this contract after	cilities to perform the effective (all contra n under the late of the	
contract and will make no claim for benefits assignment. FECTIVE DATE: WITNESS WHEREOF, the parties to this assignment.	arising from this contract after	cilities to perform the effective (all contra n under th late of th	
contract and will make no claim for benefits assignment. FFECTIVE DATE: WITNESS WHEREOF, the parties to this assignment. SSIGNOR: Suchoud Leader (23/09) gosture Date	arising from this contract after	ted.	n under the late of the	
contract and will make no claim for benefits assignment. FFECTIVE DATE: WITNESS WHEREOF, the parties to this assignment. SSIGNOR: Cachonol Cachonol (23/09) gnature Date Richard Deranleau	arising from this contract after the sign and cause it to be executed the Signature Richard Deran	ted. Date	n under the late of the	
assignment. FFECTIVE DATE: WITNESS WHEREOF, the parties to this assignment. SSIGNOR: Suchound Security (23/09) gnature Date	arising from this contract after the sign and cause it to be executed the sign and cause it to be executed to the executed the signature	ted. Date	n under the late of the	

1. Scope: This Participating Addendum covers the purchase of Data Communications Equipment and Associated OEM Maintenance & Training for all State Agencies and will include all California local governments/political subdivisions. A local government/political subdivision is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each local government/political subdivision should make its own determination whether the WSCA program is consistent with their procurement policies and regulations.

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN BROCADE COMMUNICATIONS SYSTEMS, INC., AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, BROCADE COMMUNICATIONS SYSTEMS, INC AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. BROCADE COMMUNICATIONS SYSTEMS, INC, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES

Changes: For changes under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

- a. The California General Provisions (CAGP) Revision 9/21/2009 (GSPD-401IT General Provisions based on April 12, 2007 standard) for WESTERN STATES CONTRACTING ALLIANCE (WSCA) Data Communications Equipment and Associated OEM Maintenance & Training as attached become a part of this Participating Addendum.
- The California General Provisions (CAGP) shall prevall if there is a conflict between the terms and conditions of the contractor's WSCA State of Utah, Statewide Contract, packaging, invoices, catalogs, brochures and technical data sheets.
- State of Utah, Statewide Contract number Master Services Agreement AR-214 changed for California to 7-09-70-14.
- d. State of Utah, Statewide Contract cover page, is hereby modified as follows: "Original Award Date" changed to. "Effective Date"
- Delivery:
 FOB Destination and included in the purchase order, or as otherwise stipulated in the contract
- f. DGS Termination of Contract

The State may terminate this contract at any time upon one-month prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and Intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

Page 1 of 4

- f. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.
- g. Reports & Administrative Fee:

A report shall be submitted to the California Contract Administrator for all California purchases (State and Local Government/Political Subdivisions) providing the following information:

Agency Name
Purchase Order Number
Purchase Order Date
WSCA Contract Number
Total Purchase Order Amount
WSCA Administrative Fee Dollar Amount

Agency Contact Name Agency Address Agency Telephone Number

Total Dollars for the quarter

The Contractor shall submit a check, in addition to the report, payable to the State of California for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1 (JAN 1 to MAR 31)
Calendar Quarter 2 (APR 1 to JUN 30)
Calendar Quarter 3 (JUL 1 to SEP 30)
Calendar Quarter 4 (OCT 1 to DEC 31)

Due APR 30
Due JUL 31
Due OCT 31
Due JAN 31

Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each participating entity.

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
Department of General Services
Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor, MS 202, West Sacramento, CA 95605

h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services
Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor, MS 202, West Sacramento, CA 95605
Contact: Cynthia Okoroike

E-mail: cynthia.okoroike@dgs.ca.gov

Phone: (916) 375-4389 Fax: (916) 375-4663

 The primary Brocade Communications Systems, inc. CUSTOMER contact for this Participating Addendum is as follows:

	Brocade Communications Systems	s, Inc.		06
Address:	-1745 Technology Drive San Jose, CA 95110			
Contact:	Cindy George	Jose, CA 95110 / George ge@brocade.com		
Emall:	cgeorge@brocade.com			3
Phone:	818/506-7553			
Fax: Price Agreer	818/301-2535 ment Number:			

The price agreement number for the Participating State is 7-09-70-14. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

Servicing Subcontractors/Resellers:
 The Contractor, at this time, will not be using subcontractors to provide any products or services.

By Signing below Brocade Communications Systems, Inc. agrees to offer the same Data Communications Equipment And Associated OEM Maintenance & Training as on the State of Utah AR-214 at prices equal to or lower than the prices on this contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below. GENERAL SERVICES (IN)

LEGAL SERVICES

State of California:

Brocade Communications Systems, Inc.

By:

Name: Jim Butier

Name: IMN WHITING

Title: Deputy Director

Title: SVP, WW SAKS & MARKEING

Date: 10/8/09

Date: 29 SEPT 2009

BROCADE LEGAL

By _WAAla

Date _09| z8| 09



September 28, 2012

Quote Expiration Date:

November 19, 2012

Quote Number:

B176376.2

Account Name :	Rancho Santiago Community College District Center
Address :	2323 N Broadway
City, State, Postal Code :	Santa Ana, California 92706-1606
Country:	UNITED STATES
Contact Name :	David Quinn/Laura Bennett
Contact Phone/Email:	714-480-7374
	lb15150@rsccd.edu

Sales Rep Name :	Bryan Fyc
Sales Rep Phone :	(949) 892-5008
Sales Rep Email :	bfye@brocade.com
Inside Sales Rep Name :	
Inside Sales Rep Phone :	
Inside Sales Rep Email:	

NUMBER
Term 0463967 revised081412

Please Make Purchase Order To:

<u>United States Only</u>	Outside United States
Brocade Communications Systems 130 Holger Way San Jose, CA 95134 FAX (408) 333-5600 email:sjom@brocade.com	Brocade Communications Switzerland Sàrl 29, Route de l'Aéroport Case Postale 105 CH-1215 Genève 15 Switzerland For EMEA orders - email; emeaordermgmt@brocade.com
	For APAC and Japan orders – email: <u>APJOrdermgmt@brocade.com</u>
Method of Shipment: U.S Ex Works (EXW) manufacturing site or distribution	n center. Non-U.S Free Carrier (FCA) manufacturing site or distribution center



September 28, 2012

Quote Expiration Date :

November 19, 2012

Quote Number:

B176376.2

LINE	QTY	PART NUMBER	DESCRIPTION	MSRP EA	NET PRICE EA	DISCOUNT	EXT DISCOUNT AMT	EXT NET PRICE
1	5	NI-CER-2024C-RT-AC	CER 2024C RT, 1 500W AC, 2X10G OPT, BASE SW	\$16,495.00	\$4,592.21	72.16%	\$59,513.95	\$22,961.05
2	5	NI-CER-2024-ADVU-SW	Advanced Services Premium software upgrade for NetIron CER 2000 24-port routers (NetIron CER 2024C, NetIron CER 2024F)	\$2,995.00	\$833.81	72.16%	\$10,805.95	\$4,169.05
3	5	RPS9	500W AC Power supply for NetIron CES, NetIron CER and ServerIron ADX 1000 Series	\$645.00	\$179.57	72.16%	\$2,327.15	\$897.85
4	3	NI-CER-2024-2X10G	NetIron CER 2000 Series 2x10G XFP uplink for 24-port NetIron CER 2000 Series switches (both AC and DC configurations)	\$6,995.00	\$1,942.50	72.23%	\$15,157.50	\$5,827.50
5	2	10G-XFP-SR	850nm serial pluggable XFP optic (LC), target range 300m over MMF	\$1,370.00	\$381.41	72.16%	\$1,977.18	\$762.82
6	7	ICX6610-24F-E	24 port 1G SFP, plus 8 x 1G SFPP uplinks ports (upgradcable to 10G). 4 x 40G stacking ports. Exhaust air flow. Base S/W	\$7,295.00	\$2,553.25	65.00%	\$33,192.25	\$17,872.75
7	11	ICX6610-48-PE	48 port 1G RJ45, plus 8 x 1G SFPP uplinks ports(upgradcable to 10G). 4 x 40G stacking ports. Exhaust air flow. Premium S/W	\$9,995.00	\$3,498.25	65.00%	\$71,464.25	\$38,480.75
8	25	RPS15-E	ICX6610/6650 NON-POE 250W PSU port side intake	\$500.00	\$175.00	65.00%	\$8,125.00	\$4,375.00
9	23	ICX6610-10G-LIC-POD	License to upgrade 4 ports of 1G SFPP uplink to 10G speeds	\$2,500.00	\$875.00	65.00%	\$37,375.00	\$20,125.00
10	2	E1MG-LX-OM	1000Base-LX SFP optic, SMF, LC connector, Optical Monitoring Capable	\$1,100.00	\$385.00	65.00%	\$1,430.00	\$770.00
11	52	10G-SFPP-SR	10GBASE-SR, SFP+ optic (LC), target range 300m over MMF	\$1,370.00	\$479.50	65.00%	\$46,306.00	\$24,934.00
12	24	10G-SFPP-LR	10GBASE-LR, SFP+ optic (LC), for up to 10km over SMF	\$2,745.00	\$960.75	65.00%	\$42,822.00	\$23,058.00
13	8	10G-SFPP-ER	10GBASE-ER SFP+ optic (LC), for up to 40km over SMF	\$10,000.00	\$3,500.00	65.00%	\$52,000.00	\$28,000.00
14	3	BR-VDX6720-60-F	VDX 6720,includes 60 SFP+ ports OF 1/10 Gigabit Ethernet With Port side intake airflow. Ports only, does NOT include Optics. Comes With two 500W Power supplies and three Fan units	\$40,200.00	\$14,070.00	65.00%	\$78,390.00	\$42,210.00
15	7	BR-VDX6720-60VCS-01	Software License to enable VCS on VDX6720-60 or VDX6720-40	\$9,000.00	\$3,150.00	65.00%	\$40,950.00	\$22,050.00
16	7	XBR-000307	2 post railkit	\$150.00	\$52.50	65.00%	\$682.50	\$367.50
17	2	ICX6610-24-PE	24 port 1G RJ45, plus 8 x 1G SFPP uplinks ports (upgradcable to 10G). 4 x 40G stacking ports. Exhaust air flow. Premium S/W	\$7,095.00	\$2,483.25	65.00%	\$9,223.50	\$4,966.50



September 28, 2012

Quote Expiration Date:

November 19, 2012

Quote Number:

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18	29	ICX6610-FAN-E	ICX6610 FAN PORT SIDE INTAKE	\$250.00	\$87.50	65.00%	\$4,712.50	\$2,537.50
19	1	E1MG-SX-OM-8	1000Base-SX SFP optic 8 Pack, MMF, LC connector, Optical Monitoring Capable	\$3,780.00	\$1,323.00	65.00%	\$2,457.00	\$1,323.00
20	5	ICX6610-48-E	48 port 1G RJ45, plus 8 x 1G SFPP uplinks ports(upgradcable to 10G). 4 x 40G stacking ports. Exhaust air flow. Base S/W	\$8,495.00	\$2,973.25	65.00%	\$27,608.75	\$14,866.25
21	7	ICX6610-SVL-RMT-5	ESSENTIAL REMOTE SUPPORT - Duration 5 Year for ICX6610-24F-E	\$1,902.00	\$1,236.00	35.00%	\$4,662.00	\$8,652.00
22	11	ICX6610-SVL-RMT-5	ESSENTIAL REMOTE SUPPORT - Duration 5 Year for ICX6610-48-PE	\$1,902.00	\$1,236.00	35.00%	\$7,326.00	\$13,596.00
23	3	VDX60-SVL-NDP-5	ESSENTIAL NBD PARTS ONLY SUPPORT - Duration 5 Year for BR-VDX6720-60-F	\$9,419.00	\$6,122.00	35.00%	\$9,891.00	\$18,366.00
24	2	ICX6610-SVL-RMT-5	ESSENTIAL REMOTE SUPPORT - Duration 5 Year for ICX6610-24-PE	\$1,902.00	\$1,236.00	35.00%	\$1,332.00	\$2,472.00
25	5	ICX6610-SVL-RMT-5	ESSENTIAL REMOTE SUPPORT - Duration 5 Year for ICX6610-48-E	\$1,902.00	\$1,236.00	35.00%	\$3,330.00	\$6,180.00
26	3	ICX6610-48P-E	48 port 1G RJ45 PoE+, plus 8 x 1G SFPP uplinks ports(upgradeable to 10G). 4 x 40G stacking ports. Exhaust air flow. Base S/W	\$10,495.00	\$3,673.25	65.00%	\$20,465.25	\$11,019.75
27	4	RPS16-E	1000W Power supply for ICX6610 PoE SKUs. Exhaust airflow	\$1,000.00	\$350.00	65.00%	\$2,600.00	\$1,400.00
28	3	ICX6610-SVL-RMT-5	ESSENTIAL REMOTE SUPPORT - Duration 5 Year for ICX6610-48P-E	\$1,902.00	\$1,236.00	35.00%	\$1,998.00	\$3,708.00
29	4	BR-VDX6720-40-F	VDX 6720,includes 40 SFP+ ports OF 1/10 Gigabit Ethernet With Port side intake airflow. Ports only, does NOT include Optics. Comes With two 500W Power supplies and three Fan units	\$26,800.00	\$9,380.00	65.00%	\$69,680.00	\$37,520.00
30	4	VDX60-SVL-NDP-5	ESSENTIAL NBD PARTS ONLY SUPPORT - Duration 5 Year for BR-VDX6720-40-F	\$9,419.00	\$6,122.00	35.00%	\$13,188.00	\$24,488.00
31	1	ICX6610-24P-PE	24 port 1G RJ45 PoE+, plus 8 x 1G SFPP uplinks ports (upgradeable to 10G). 4 x 40G stacking ports. Exhaust air flow. Premium S/W	\$8,095.00	\$2,833.25	65.00%	\$5,261.75	\$2,833.25
32	1	ICX6610-SVL-RMT-5	ESSENTIAL REMOTE SUPPORT - Duration 5 Year for ICX6610-24P-PE	\$1,902.00	\$1,236.00	35.00%	\$666.00	\$1,236.00
33	7	VDX60VC-SVL-SW-5	ESSENTIAL APP SUPPORT 24X7 - Duration 5 Year for BR-VDX6720-60VCS-01	\$7,425.00	\$4,826.00	35.00%	\$18,193.00	\$33,782.00
34	3	CNE200	Brocade Certified Network Engineer Instructor Led Training	\$2,800.00	\$2,800.00	0.00%	\$0.00	\$8,400.00
35	3	CFA200	BROCADE CERTIFIED FABRIC ADMINISTRATOR 16 GBPS INSTRUCTOR LED TRAINING	\$3,000.00	\$3,000.00	0.00%	\$0.00	\$9,000.00
36	5	RT24C-SVL-NDP-5	ESSENTIAL NBD PARTS ONLY SUPPORT	\$5,363.00	\$3,486.00	35.00%	\$9,385.00	\$17,430.00



September 28, 2012

Quote Expiration Date:

November 19, 2012

Quote Number:

B176376.2

			- Duration 5 Year for NI-CER-2024C-RT-AC					
37	30	E1MG-SX-OM	1000Base-SX SFP optic, MMF, LC connector,	\$525.00	\$183.75	65.00%	\$10,237.50	\$5,512.50
			Optical Monitoring Capable					

WSCA contract number is: 7-09-70-14

When ordering support for products not listed on this quote, serial numbers and locations are required for order processing. Failure to do so may delay support order fulfillment and entitlement.

All Education offerings are subject to change. Please allow 6-8 weeks for onsite scheduling*

TOTALS:

	\$1,210,886.00
Total Discount :	(\$724,735.98)
Total Net Price :	\$486,150.02



Date: September 28, 2012 Quote Expiration Date: November 19, 2012

Quote Number: B176376.2

Brocade Warranty Description

Product Family	Hardware Warranty Duration	Hardware Coverage	Software Warranty Duration	Software Coverage	Exclusions
SAN & Extension Products	13 mos from ship	Return to factory RMA - 30 day turn around	90 days from ship	Conformance to spec, repair/replace non- conforming SW	
IP Products	13 mos from ship	Return to factory RMA - 30 day turn around	90 days from ship	Conformance to spec, repair/replace non-conforming SW	
IP Products - EdgeIron, FastIron Edge, FastIron LS, FastIron GS, X/XE Series	5 years from ship	Return to factory RMA - 30 day turn around	90 days from ship	Conformance to spec, repair/replace non- conforming SW	Excludes power supplies, fans, removable optics and LEDs
IP Products - FastIron WS, FastIron CX,FastIron SX800,FastIron SX1600, TurboIron	Life of product*, initial registered user	Advanced hardware replacement next business day where available	Life of product*, initial registered user	Software defect repair and Knowledge Portal access	Excludes removable optics
EFCM/DCFM	NA	NA	90 days from ship	Conformance to spec, repair/replace non- conforming SW	
HBA's	3 years from ship	Return to factory RMA - 30 day turn around	3 years from ship	Return to factory RMA - 30 day turn around	
FRU's (Field Replaceable Units as identified in pricelist)	90 days from ship	Return to factory RMA - 30 day turn around	NA	NA	

^{*} Through product end of support date

^{**} For maintenance release current at time of shipment only

Support Levels	Telephone Support	Web-based Resources	Software Releases	Hardware Repair
4-Hour Onsite(4OS)	24x7	Unlimited	Bug Fixes & Updates	24x7, 4-hr / Parts & Labor
4-Hour Parts (4P)	24x7	Unlimited	Bug Fixes & Updates	24x7, 4-hr / Parts Only
Next Business Day Onsite (NDO)	24x7	Unlimited	Bug Fixes & Updates	9x5, Next Business Day / Parts & Labor
Next Business Day Parts (NDP)	24x7	Unlimited	Bug Fixes & Updates	9x5, Next Business Day / Parts Only
Return to Factory (RTF)	24x7	Unlimited	Bug Fixes & Updates	Repaired hardware shipped within 5 days
Remote Support (RMT)*	24x7	Unlimited	Bug Fixes & Updates	None
Application SW Support (SW)	24x7	Unlimited	Bug Fixes & Updates	Not Applicable
Supplemental Support (SEMAINT)	24x7	Unlimited	Bug Fixes & Updates	None

^{*}Available for Limited Lifetime Warranty products only

Detailed information as to specific Support Plans is available at http://www.brocade.com/scrvices-support/support-plans/index.page.

Support Term and Renewal. The initial term applicable to each Support quotation will begin (i) in the case of newly acquired Products, on the date of shipment; or (ii) in the case of previously shipped Products, on the effective date specified on Brocade's quotation, and such services shall continue through the term stated on the quotation. Thereafter, such Support will only be renewed based on Brocade's renewal quotation to Customer and receipt of Customer's corresponding purchase order. For the first renewal period, Support may be renewed for the next term at the same rate as the initial Support term. However, upon sixty (60) days prior written notice before the end of any Support term, Brocade may increase the yearly fees for Support, provided that such increase will not exceed five percent (5%) over the prior year's Support fees. To the extent that the Support has been modified (e.g., service level, duration, product mix/qty), the renewal fees will be at Brocade's then current price list. Notwithstanding the foregoing, should Brocade announce End of Life on a Product being maintained for Customer, Brocade may, at the beginning of the next Support renewal term and each year thereafter, increase the Support fee for such Product to its then current commercial Support list price.



September 28, 2012

Quote Expiration Date:

November 19, 2012

Quote Number:

B176376.2

THIS COMMUNICATION IS NOT INTENDED AS AN OFFER, ACCEPTANCE OR CONFIRMATION OF A CONTRACT. UNLESS A MASTER PURCHASE ARRANGEMENT IS IN EFFECT WITH BROCADE THAT SPECIFICALLY COVERS THE PURCHASE OF BROCADEPRODUCTS AND/OR SERVICES, A CONTRACT MAY ONLY BE FORMED WHEN BROCADE MAKES AN OFFER BY WAY OF A "SALESAGREEMENT" DRAFTED BY BROCADE, AND ANOTHER PARTY ACCEPTS BY EXECUTING THAT SALES AGREEMENT IN THEMANNER INVITED. IN THE EVENT THAT A COURT CONSTRUES THIS COMMUNICATION AS AN OFFER, ACCEPTANCE, ORCONFIRMATION OF A CONTRACT, BROCADES' WILLINGNESS TO ENTER IN TO ANY CONTRACT IS EXPRESSLY CONDITIONALON THE OTHER PARTY'S ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN BROCADE'S SALES AGREEMENT, A COPY OF WHICH IS EITHER ATTACHED HERETO OR MAY BE FOUND AT http://www.brocade.com/termsandconditions. BROCADE EXPRESSLY OBJECTS TO ANY TERMS THAT ARE ADDITIONAL OR DIFFERENT FROM THOSE CONTAINED IN BROCADE'S SALES AGREEMENT. ANY TERMS THAT ARE ADDITIONALOR DIFFERENT FROM THOSE CONTAINED IN BROCADE'S SALES AGREEMENT MAY ONLY BECOME PART OF A CONTRACT BYWAY OF A SEPARATE WRITING, SIGNED BY BOTH PARTIES.

(Customer)	
Name: (Signature)	
Name: (print)	
Title:	
Date:	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: October 8, 2012
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

Project Title

Award Date Amount

1. ENGAGE in STEM Project – Year 2 (SAC)

06/21/2012 \$1,188,463

Second year of a five-year grant award from the U.S. Department of Education – Title III Hispanic-Serving Institutions (HSI) STEM and Articulation Programs to expand and enhance educational opportunities for, and improve the academic attainment of Hispanic students and low-income students in science, technology, engineering and mathematics (STEM). (12/13). *No match required*.

2. GEAR UP 2009 – Year 4 (SAC)

07/13/2012 \$800,000

Fourth year of a six-year grant award from the U.S. Department of Education to increase the number of low-income students who are prepared to enter and succeed in post-secondary education. (12/13). *Match requirement is one-to-one. SAUSD agrees to contribute \$717,605 and UCI agrees to contribute \$87,247 as match during this same period.*

3. Matriculation – Credit (SAC/District)

08/20/2012 \$931,142

Annual allocation from the California Community Colleges Chancellor's Office to support activities related to outreach, admission, placement, and retention of students. (12/13)

SAC Matriculation \$914,056 + Contribution to Research \$17,086 SAC P1 @ 70.09% \$931,142

Match requirement is three-to-one. Project administrator and project directors identify and monitor the matriculation match expenses.

Fiscal Impact: \$9,304,351 Board Date: October 8, 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

Project Title

Award Date Amount

4. Matriculation – Non-Credit (SAC/SCC/District)

08/20/2012 \$1,327,254

Annual allocation from the California Community Colleges Chancellor's Office to provide services for students in designated non-credit courses to help them become more knowledgeable about college programs and services, as well as their own skills, abilities, educational options, and goals. (12/13)

CEC NC Matriculation \$922,610 OEC NC Matriculation \$382,162 + contribution to Research \$17,086 + contribution to Research CEC P1 @ 70.80% \$939,696 OEC P1 @ 29.20% \$387,558

Match requirement is one-to-one. Project administrator and project directors identify and monitor the matriculation match expenses.

5. Network for a Healthy California (District)

10/01/2012 \$107,139

Sub-award from the Orange County Superintendent of Schools to promote healthy eating, a physically active lifestyle among low-income Californians, and nutrition education intervention at the preschool level. (12/13). *No match required.*

6. Title V – Developing HSI Program – Year 3 (SCC)

07/05/2012 \$650,000

Third year of a five year grant from the U.S. Department of Education to increase student success in science, technology, engineering and math (STEM) and to improve teaching and learning through assessment of student learning outcomes. (12/13). *No match required.*

7. Upward Bound Math-Science Program (SCC)

10/01/2012

\$250,000

First year of a five-year grant award from the U. S. Department of Education to increase the number of low-income and potentially first-generation college students that pursue, enroll in and complete college STEM degree programs, by providing comprehensive assessment, targeted supplementary instruction, mentors, Science Saturdays conducted at SCC, fields trips, and a summer college residential program for disadvantaged high schools students at El Modena High School and Orange High School in the Orange Unified School District. (12/13). *No match required*.

8. Upward Bound Veterans Program (SAC)

10/01/2012 \$250,000

First year of a five-year grant award from the U. S. Department of Education to identify veterans who have not yet enrolled in college, and recruit them to participate in a college preparation program featuring comprehensive assessment, targeted academic skill development, career exploration and preparation, tutors and mentors, referrals to veterans assistance services, and college and financial aid advisement and application completion assistance, in order to increase the number of veterans who enroll in college and complete a certificate or degree and successfully enter employment. (12/13). *No match required.*

Fiscal Impact: \$9,304,351 Board Date: October 8, 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

Project Title

Award Date Amount

9. WIA Title II – Adult Basic Education Programs (SAC/SCC)

08/15/2012 \$3,800,353

Annual allocation from the California Department of Education of Workforce Investment Act Title II funds for non-credit Adult Secondary Education/GED, ESL, Family Literacy, ABE, and English Literacy/Civics Education for adult education and jail programs. (12/13). *No match requirement*.

SAC CEC - \$2,713,073 SCC OEC - \$1,087,280

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: \$9,304,351 Board Date: October 8, 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

NAME: Title III HSI-STEM - ENGAGE in STEM Project

(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 2

FISCAL YEAR: 2012/2013 & 2013/2014

CONTRACT PERIOD: 10/01/12 TO 09/30/13

CONTRACT INCOME: \$1,188,463

Prepared by: H. Nguyen

CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant PROJ. DIR. Steve Bautista

Date: 09/28/12

GL Accounts	Description	Debit	Credit
12-1666-000000-10000-8120	Higher Education Act : Santa Ana College		1,153,570
STE	M & ARTICULATION ACTIVITY		
12-1666-678000-14142-2320	Classified Employees - Hourly : Academic Supp	5,000	
	- IT Support - Technical Support		
12-1666-678000-14142-3215	PERS - Non-Instructional : Academic Support -	571	
12-1666-678000-14142-3315	OASDHI - Non-Instructional : Academic Support	310	
12-1666-678000-14142-3325	Medicare - Non-Instructional : Academic Suppo	73	
12-1666-678000-14142-3435	H & W - Retiree Fund Non-Inst : Academic Supp	50	
12-1666-678000-14142-3515	SUI - Non-Instructional : Academic Support -	55	
12-1666-678000-14142-3615	WCI - Non-Instructional : Academic Support -	120	
Total Department 14142 Acad	demic Support - SAC	6,179	
12-1666-499900-15330-2420	Inst Assistant - Hourly : Center for Teacher	24,020	
12-1666-499900-15330-2440	Instructional Associates	3,973	
	- STEM Student Teachers		
12-1666-499900-15330-3211	PERS - Instructional : Center for Teacher Edu	1,825	
12-1666-499900-15330-3311	OASDHI - Instructional : Center for Teacher E	991	
12-1666-499900-15330-3321	Medicare - Instructional : Center for Teacher	406	
12-1666-499900-15330-3331	PARS - Instructional : Center for Teacher Edu	156	
12-1666-499900-15330-3431	H & W - Retiree Fund Inst : Center for Teache	280	
12-1666-499900-15330-3511	SUI - Instructional : Center for Teacher Educ	308	
12-1666-499900-15330-3611	WCI - Instructional : Center for Teacher Educ	672	
12-1666-602000-15330-1480	Part-time - Reassigned Time : Center for T	10,000	
	- Technologist/Technology Curriculum	, i	
12-1666-602000-15330-3115	STRS - Non-Instructional : Center for Teacher	825	
12-1666-602000-15330-3325	Medicare - Non-Instructional : Center for Tea	145	
12-1666-602000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Te	100	
12-1666-602000-15330-3515	SUI - Non-Instructional : Center for Teacher	110	
12-1666-602000-15330-3615	WCI - Non-Instructional : Center for Teacher	240	
12-1666-631000-15330-1232	Contract Extension-Counselors : Center for Te	10,000	
	- CFTE Director - Summer LHE/Cont. Ext		
12-1666-631000-15330-1433	Beyond Contract - Counselors : Center for Tea	38,000	
	- STEM Counseling Support (Fall & Spring)		
12-1666-631000-15330-1434	Int/Sum Beyond Contr-Counselor : Center for T	12,800	
40.4666.604.000.4.7000.6117	- STEM Counseling Support (Summer)	- 215	
12-1666-631000-15330-3115	STRS - Non-Instructional : Center for Teacher	5,016	
12-1666-631000-15330-3325	Medicare - Non-Instructional : Center for Tea	882	
12-1666-631000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Te	882	
12-1666-631000-15330-3515	SUI - Non-Instructional : Center for Teacher	669	

NAME: Title III HSI-STEM - ENGAGE in STEM Project

(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 2

FISCAL YEAR: 2012/2013 & 2013/2014

CONTRACT PERIOD: 10/01/12 TO 09/30/13

CONTRACT INCOME: \$1,188,463

CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant PROJ. DIR. Steve Bautista

Date: 09/28/12

GL Accounts	Description	Debit	Credit
12-1666-631000-15330-3615	WCI - Non-Instructional : Center for Teacher	1,460	
12-1666-633000-15330-1454	Int/Sum Beyond Contr-Coordinat : Center for T	6,100	
	- Fac. Coordinator - Sum. Research Inst.		
12-1666-633000-15330-3115	STRS - Non-Instructional : Center for Teacher	503	
12-1666-633000-15330-3325	Medicare - Non-Instructional : Center for Tea	88	
12-1666-633000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Te	61	
12-1666-633000-15330-3515	SUI - Non-Instructional : Center for Teacher	67	
12-1666-633000-15330-3615	WCI - Non-Instructional : Center for Teacher	146	
12-1666-649000-15330-2130	Classified Employees : Center for Teacher Edu - KJ Saterfield (75%)	53,729	
12-1666-649000-15330-2320	Classified Employees - Hourly : Center for Te	40,760	
	- STEM Specialist		
	- STEM Finalcial Aid/Follow-Up Specialist		
12-1666-649000-15330-2340	Student Assistants - Hourly : Center for Teac	4,560	
12-1666-649000-15330-3215	PERS - Non-Instructional : Center for Teacher	10,179	
12-1666-649000-15330-3315	OASDHI - Non-Instructional : Center for Teach	5,591	
12-1666-649000-15330-3325	Medicare - Non-Instructional : Center for Tea	1,308	
12-1666-649000-15330-3415	H & W - Non-Instructional : Center for Teache	5,451	
12-1666-649000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Te	948	
12-1666-649000-15330-3515	SUI - Non-Instructional : Center for Teacher	992	
12-1666-649000-15330-3615	WCI - Non-Instructional : Center for Teacher	2,274	
12-1666-649000-15330-3915	Other Benefits - Non-Instruct : Center for Te	1,013	
12-1666-649000-15330-4310	Instructional Supplies : Center for Teacher E	7,000	
	- STEM Outreach/Classroom Materials		
	- Engineering Room materials		
12-1666-649000-15330-4610	Non-Instructional Supplies : Center for Teach	5,000	
	- Office Supplies		
12-1666-649000-15330-4710	- Conference Supplies Food and Food Service Supplies : Center for T	5,000	
12-1000-049000-13330-4710	- Road to Teaching Conference	3,000	
	- Mentor/Mentee Receptions		
12-1666-649000-15330-5100	Contracted Services : Center for Teacher Educ	660,680	
	- Faculty/Staff Trainings Technology	, i	
	- CBEST Instructors		
	- Fullerton College (\$371,622)		
42 4666 640000 45220 5222	- CSUF (\$285,658)	500	
12-1666-649000-15330-5220	Mileage/Parking Expenses : Center for Teacher - Milieage for Outreach	500	
12-1666-649000-15330-5966	Transportation - Student : Center for Teacher	1,800	
	- Transportation for Informal Field Experience		

Board Approval Date: 10/08/12 Accountant: Felix Panganiban

Prepared by: H. Nguyen Page 2 of 4

NAME: Title III HSI-STEM - ENGAGE in STEM Project

(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 2

FISCAL YEAR: 2012/2013 & 2013/2014

CONTRACT PERIOD: 10/01/12 TO 09/30/13

CONTRACT INCOME: \$1,188,463

CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant PROJ. DIR. Steve Bautista

Date: 09/28/12

GL Accounts	Description	Debit	Credit
12-1666-649000-15330-6411	Equipment - Federal Progs >200 : Center for T - Engineering Room - Computers & Software -Equipment/materials for Undergraduate Reseach Opportunities	16,600	
12-1666-675000-15330-1483	Beyond Contr - Reassigned Time : Center for T - Faculty Stipends - STEM Workshops/Teacher Ed. Workshops - STEM Leadership/Support Network - Introduction to Engineer Course	15,200	
12-1666-675000-15330-3115	STRS - Non-Instructional : Center for Teacher	1,254	
12-1666-675000-15330-3325	Medicare - Non-Instructional : Center for Tea	220	
12-1666-675000-15330-3435	H & W - Retiree Fund Non-Inst : Center for Te	152	
12-1666-675000-15330-3515	SUI - Non-Instructional : Center for Teacher	167	
12-1666-675000-15330-3615	WCI - Non-Instructional : Center for Teacher	365	
12-1666-675000-15330-5210	Conference Expenses : Center for Teacher Educ - NACCTEP	7,200	
12-1666-732000-15330-7610	Books Paid for Students : Center for Teacher - Textbook Loan Program	2,000	
12-1666-732000-15330-7650	Stipends Paid to Students : Center for Teache - Student Stipends (Tutors/Internships)	50,000	
Total Department 15330 Cent	ter for Teacher Education	1,020,668	
	MANAGEMENT:		
12-1666-649000-15310-2130	Classified Employees : Counseling - Tuan Nguyen (75%)	51,566	
12-1666-649000-15310-3215	PERS - Non-Instructional : Counseling	6,230	
12-1666-649000-15310-3315	OASDHI - Non-Instructional : Counseling	3,446	
12-1666-649000-15310-3325	Medicare - Non-Instructional : Counseling	806	
12-1666-649000-15310-3415	H & W - Non-Instructional : Counseling	14,262	
12-1666-649000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	556	
12-1666-649000-15310-3515	SUI - Non-Instructional : Counseling	611	
12-1666-649000-15310-3615	WCI - Non-Instructional : Counseling	1,334	
12-1666-649000-15310-3915	Other Benefits - Non-Instruct : Counseling	1,012	
12-1666-649000-15310-4610	Non-Instructional Supplies : Counseling	500	
12-1666-649000-15310-4710	Food and Food Service Supplies : Counseling	1,000	
12-1666-649000-15310-5100	Contracted Services : Counseling - External Evaluator (UC Irvine \$30,000) - External Evaluator (USC-CUE \$10,000)	40,000	
12-1666-675000-15310-5210	Conference Expenses : Counseling	5,400	
Total Department 15310 Cou	nseling	126,723	

Board Approval Date: 10/08/12 Accountant: Felix Panganiban

Prepared by: H. Nguyen Page 3 of 4

NAME: Title III HSI-STEM - ENGAGE in STEM Project

(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year 2

FISCAL YEAR: 2012/2013 & 2013/2014

CONTRACT PERIOD: 10/01/12 TO 09/30/13

CONTRACT INCOME: \$1,188,463

CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant PROJ. DIR. Steve Bautista

Date: 09/28/12

GL Accounts	Description	Debit	Credit
50000 District Operations			
12-1666-000000-50000-8120	Higher Education Act : District Operations		34,893
12-1666-679000-53340-2310	Classified Employees - Ongoing : Research	28,236	
12-1666-679000-53340-2320	Classified Employees - Hourly : Research	-	
12-1666-679000-53340-3215	PERS - Non-Instructional : Research	3,224	
12-1666-679000-53340-3315	OASDHI - Non-Instructional : Research	1,751	
12-1666-679000-53340-3325	Medicare - Non-Instructional : Research	410	
12-1666-679000-53340-3335	PARS - Non-Instructional : Research	-	
12-1666-679000-53340-3435	H & W - Retiree Fund Non-Inst : Research	283	
12-1666-679000-53340-3515	SUI - Non-Instructional : Research	311	
12-1666-679000-53340-3615	WCI - Non-Instructional : Research	678	
Total Department 53340 Rese	34,893		
Total Project 1666 Title III - H	1,188,463	1,188,463	

Page 4 of 4 Accountant: Felix Pangan 6.1 (7)

SPECIAL PROJECT DETAILED BUDGET # 1515 NAME: GEAR UP IV - Year 4

FISCAL YEAR: 2012/13 & 2013/14

CONTRACT PERIOD: 07/31/12 to 07/30/13

CONTRACT INCOME: \$800,000

CFDA #: 84.334A; Award #P334A090134

PROJ. ADM. L. Tanakeyowma PROJ. DIR. L. Tanakeyowma

Date: 09/28/12

GL Accounts	Description	Debit	Credit
12-1515-000000-10000-8199	Other Federal Revenues : Santa Ana College	-	800,000
12-1515-649000-19620-1250	Contract Coordinator : School & Community Par	65,103	-
	- John Vu (75%)		
12-1515-649000-19620-2130	, , ,	86,724	-
	- Maria Sanchez-Mendez (64%)		
42.4545.640000.40620.2240	- Carol Bonnema (75%)	45.264	
12-1515-649000-19620-2310	. ,	15,264	-
	Student Assistants - Hourly : School & Commun	25,000	-
12-1515-649000-19620-3115	,	5,448	-
12-1515-649000-19620-3215	,	11,644	-
12-1515-649000-19620-3315	OASDHI - Non-Instructional : School & Communi	6,439	-
12-1515-649000-19620-3325	Medicare - Non-Instructional : School & Commu	2,464	
12-1515-649000-19620-3415	H & W - Non-Instructional : School & Communit	49,657	-
12-1515-649000-19620-3435	H & W - Retiree Fund Non-Inst : School & Comm	1,949	-
12-1515-649000-19620-3515	SUI - Non-Instructional : School & Community	1,869	-
12-1515-649000-19620-3615	WCI - Non-Instructional : School & Community	4,678	-
12-1515-649000-19620-3915	Other Benefits - Non-Instruct : School & Comm	2,806	-
12-1515-649000-19620-4610	Non-Instructional Supplies : School & Communi	10,970	-
12-1515-649000-19620-4710	Food and Food Service Supplies : School & Com	5,000	_
12-1515-649000-19620-5100	Contracted Services : School & Community Part	407,001	_
	- SAUSD (\$108,000)	,	
	- UCI (\$299,001)		
	Reproduction/Printing Expenses : School & Com	3,000	-
	TB/Hep Tests & Physicals Exp : School & Commu	1,000	-
	Indirect Costs : Santa Ana College	59,259	-
12-1515-732000-19620-7650	Stipends Paid to Students : School & Communit	34,725	-
		222.252	
	Totals Project : 1515 - GEAR UP IV - Year 4	800,000	

Page 1 of 2

Board Approval Date: 10/08/12 Accountant: Catherine Nguyen

6.1 (8)

SPECIAL PROJECT DETAILED BUDGET # 1515 NAME: GEAR UP IV - Year 4

FISCAL YEAR: 2012/13 & 2013/14

CONTRACT PERIOD: 07/31/12 to 07/30/13

CONTRACT INCOME: \$800,000

CFDA #: 84.334A; Award #P334A090134

PROJ. ADM. L. Tanakeyowma PROJ. DIR. L. Tanakeyowma

Date: 09/28/12

GL Accounts	Description	Debit	Credit
11-1515-649000-19100-1210	Academic Management : Student Services Office	24,456	-
	- Sara Lundquist (15%)		
11-1515-649000-19100-3115	STRS - Non-Instructional : Student Services O	2,058	-
11-1515-649000-19100-3415	H & W - Non-Instructional : Student Services	991	-
11-1515-649000-19100-3435	H & W - Retiree Fund Non-Inst : Student Servi	250	-
11-1515-649000-19100-3515	SUI - Non-Instructional : Student Services Of	274	-
11-1515-649000-19100-3615	WCI - Non-Instructional : Student Services Of	599	-
11-1515-649000-19100-3915	Other Benefits - Non-Instruct : Student Servi	495	-
11-1515-649000-19620-1210	Academic Management : School & Community Part - Lilia Tanakeyowma (50%)	76,309	-
11-1515-649000-19620-1250		21,701	
11 1313 0 3000 13020 1230	- John Vu (25%)	21,701	
11-1515-649000-19620-3115		1,816	-
11-1515-649000-19620-3215	PERS - Non-Instructional : School & Community	8,712	-
11-1515-649000-19620-3315	OASDHI - Non-Instructional : School & Communi	4,795	-
11-1515-649000-19620-3325	Medicare - Non-Instructional : School & Commu	1,441	-
11-1515-649000-19620-3415	H & W - Non-Instructional : School & Communit	14,053	-
11-1515-649000-19620-3435	H & W - Retiree Fund Non-Inst : School & Comm	994	-
11-1515-649000-19620-3515	SUI - Non-Instructional : School & Community	1,093	-
11-1515-649000-19620-3615		2,384	-
11-1515-649000-19620-3915	Other Benefits - Non-Instruct : School & Comm	1,339	-
Total Fund 11 General Fund	Unrestricted	163,760	-
	In-Kind Match:		
	Maria Sanchez-Mendez (36%)	36,952	
	Teresa Mercado-Cota (10%)	17,717	
	Luisa Ruiz (10%)	10,017	
	Other:		
	Padres Promotores Stipend	43,976	
	Intersegmental meetings	1,000	
	City of Santa Ana: Youth Expo	25,000	
	CSUF - MESA	32,682	
	MANA: College awareness events	5,000	
	SAUSD	717,605	
	UCI	87,247	
	TOTAL In-Kind Match	977,196	

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ ADM: Sara Lundquist

Date: 9/26/2012

Matriculation P1 @ 70.09%: 931,142 *To District-Research:* (17,086) **SAC Matriculation =** 914,056

		Existing Budget		Revised Budget		Budget Cha	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2411_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		195,795		197,018		1,223
12_2411_620000_19205_2130	Classified Employees : A&R Office - Credit	82,518		83,346		828	
	Rivero, Claudia @ 85% 1B-12B						
	Barela, Gloria @ 50% 1B-12B						
12_2411_620000_19205_2310	Classified Employees - Ongoing : A&R Office -	17,535		17,525			10
	Nguyen, Hung 0.475 FTE @ 67%						
12_2411_620000_19205_2320	Classified Employees - Hourly : A&R Office -	38,087		38,087		0	
12_2411_620000_19205_3215	PERS - Non-Instructional : A&R Office - Credi	15,089		15,865		776	
12_2411_620000_19205_3315	OASDHI - Non-Instructional : A&R Office - Cre	8,678		8,728		50	
12_2411_620000_19205_3325	Medicare - Non-Instructional : A&R Office - C	2,029		2,041		12	
12_2411_620000_19205_3415	H & W - Non-Instructional : A&R Office - Cred	21,312		23,267		1,955	
12_2411_620000_19205_3435	H & W - Retiree Fund Non-Inst : A&R Office -	1,400		1,408		8	
12_2411_620000_19205_3515	SUI - Non-Instructional : A&R Office - Credit	2,253		1,549			704
12_2411_620000_19205_3615	WCI - Non-Instructional : A&R Office - Credit	3,359		3,379		20	
12_2411_620000_19205_3915	Other Benefits - Non-Instruct : A&R Office -	1,823		1,823		0	
12_2411_620000_19205_4610	Non-Instructional Supplies : A&R Office - Cre	1,712		0			1,712
Project Director: Mark Liang	2411 Total - Matriculation - Admission	195,795	195,795	197,018	197,018	3,649	3,649

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ ADM: Sara Lundquist

Matriculation P1 @ 70.09%: 931,142 *To District-Research:* (17,086)

SAC Matriculation = 914,056

		Existing	Budget	Revised	Budget	Budget Ch	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2412_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		410,471		383,017	27,454	
12_2412_493010_15320_1110	Contract Instructors : Counseling Instruction	10,713		0			10,713
12_2412_493010_15320_3111	STRS - Instructional : Counseling Instruction	884		0			884
12_2412_493010_15320_3321	Medicare - Instructional : Counseling Instruc	157		0			157
12_2412_493010_15320_3411	H & W - Instructional : Counseling Instructio	2,178		0			2,178
12_2412_493010_15320_3431	H & W - Retiree Fund Inst : Counseling Instru	108		0			108
12_2412_493010_15320_3511	SUI - Instructional : Counseling Instruction	174		0			174
12_2412_493010_15320_3611	WCI - Instructional : Counseling Instruction	260		0			260
12_2412_493010_15320_3911	Other Benefits - Instructional : Counseling I	125		0			125
12_2412_631000_15310_1230	Contract Counselors : Counseling	258,369		214,255			44,114
	Sherri Blake, Class II Step 10 @ 68%						
	Refugio Quintana, Class II Step 15 @ 100%						
	Reymundo Robledo, Class VI Step 8 @ 75%						
	Part-Time Counselors : Counseling	2,000		9,945		7,945	
	Beyond Contract - Counselors : Counseling	2,713		15,269		12,556	
	Int/Sum Beyond Contr-Counselor : Counseling	12,749		48,760		36,011	
	Int/Sum - Counselors,Part-Time : Counseling	1,179		2,851		1,672	
	Classified Employees : Counseling	4,840		0			4,840
12_2412_631000_15310_2320	Classified Employees - Hourly : Counseling	9,734		1,000			8,734
	C. Lopez Ediss @ \$15.80/hr; M. Franco @ \$20.16/hr						
12_2412_631000_15310_3115	STRS - Non-Instructional : Counseling	23,137		19,480			3,657
12_2412_631000_15310_3215		1,063		6,388		5,325	
12_2412_631000_15310_3315		904		3,522		2,618	
12_2412_631000_15310_3325	Medicare - Non-Instructional : Counseling	4,328		4,279			49
12_2412_631000_15310_3335	PARS - Non-Instructional : Counseling	14		0			14
12_2412_631000_15310_3415	H & W - Non-Instructional : Counseling	56,216		40,055			16,161
12_2412_631000_15310_3435	H & W - Retiree Fund Non-Inst : Counseling	2,985		2,951			34
12_2412_631000_15310_3515	SUI - Non-Instructional : Counseling	4,728		3,246			1,482
12_2412_631000_15310_3615		7,164		7,083			81
12_2412_631000_15310_3915	Other Benefits - Non-Instruct : Counseling	3,480		3,038			442
	Non-Instructional Supplies : Counseling	200		200		0	
12_2412_631000_15310_5850		0		160		160	
	Reproduction/Printing Expenses : Counseling	69		535		466	
Project Director: Micki Bryant	2412 Total - Matriculation - Advisement/Counseling	410,471	410,471	383,017	383,017	94,207	94,207

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ ADM: Sara Lundquist

Matriculation P1 @ 70.09%: 931,142 *To District-Research:* (17,086)

Date: 9/26/2012

SAC Matriculation = 914,056

		Existing	Budget	Revised Budget		Budget Cha	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2413_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		13,535		12,605	930	
12_2413_649000_19100_4610	Non-Instructional Supplies : Student Services	3,483		2,500			983
12_2413_649000_19100_4710	Food and Food Service Supplies : Student Serv	1,500		340			1,160
12_2413_649000_19100_5220	Mileage/Parking Expenses : Student Services O	200		100			100
12_2413_649000_19100_5300	Inst Dues & Memberships : Student Services Of	300		300			0
12_2413_649000_19100_5940	Reproduction/Printing Expenses : Student Serv	350		188			162
12_2413_649000_19100_5950	Software License and Fees : Student Services	200		0			200
12_2413_649000_19100_6419	Equip/Software - >\$200 <\$1,000 : Student Serv	682		685		3	
12_2413_649000_19550_2320	Classified Employees - Hourly : Scholarships	4,215		4,977		762	
	Anabel Arroyo (ST)						
12_2413_649000_19550_3215	PERS - Non-Instructional : Scholarships Offic	0		568		568	
12_2413_649000_19550_3315	OASDHI - Non-Instructional : Scholarships Off	0		309		309	
12_2413_649000_19550_3325	Medicare - Non-Instructional : Scholarships O	61		72		11	
12_2413_649000_19550_3335	PARS - Non-Instructional : Scholarships Offic	56		65		9	
12_2413_649000_19550_3435	H & W - Retiree Fund Non-Inst : Scholarships	42		50		8	
12_2413_649000_19550_3515	SUI - Non-Instructional : Scholarships Office	68		55			13
12_2413_649000_19550_3615	· ·	101		119		18	
12_2413_675000_19100_5210	Conference Expenses : Student Services Office	2,277		2,277			0
Project Director: Sara Lundquist	2413 Total -Matriculation - Coordination/Training	13,535	13,535	12,605	12,605	2,618	2,618

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ ADM: Sara Lundquist

Date: 9/26/2012

Matriculation P1 @ 70.09%: 931,142 *To District-Research:* (17,086) **SAC Matriculation =** 914,056

OAO Matriculation =	314,000						
		Existing	Budget	Revised	Budget	Budget Cha	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2415_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		170,374		176,436		6,062
12_2415_649000_19615_2130	Classified Employees : Orientation/Coord/Trai	102,272		105,017		2,745	
	Ruiz, Luisa @ 50% 1B-12B						
	Marquez, Daniel @ 100% 1B-12B						
	Garcia, Paula @ 25% 1B-12B						
12_2415_649000_19615_3215	PERS - Non-Instructional : Orientation/Coord/	11,171		11,990		819	
12_2415_649000_19615_3315	OASDHI - Non-Instructional : Orientation/Coor	6,487		6,658		171	
12_2415_649000_19615_3325	Medicare - Non-Instructional : Orientation/Co	1,517		1,557		40	
12_2415_649000_19615_3415	H & W - Non-Instructional : Orientation/Coord	29,719		32,453		2,734	
12_2415_649000_19615_3435	H & W - Retiree Fund Non-Inst : Orientation/C	1,046		1,074		28	
12_2415_649000_19615_3515	SUI - Non-Instructional : Orientation/Coord/T	1,685		1,181			504
12_2415_649000_19615_3615	WCI - Non-Instructional : Orientation/Coord/T	2,511		2,577		66	
12_2415_649000_19615_3915	Other Benefits - Non-Instruct : Orientation/C	2,363		2,363		0	
12_2415_649000_19615_4710	Food and Food Service Supplies : Orientation/	37		0			37
12_2415_649000_19615_5966	Transportation - Student : Orientation/Coord/	11,566		11,566		0	
Proj. Director: Lilia Tanakeyowma	2415 Total - Matriculation - Orientation	170,374	170,374	176,436	176,436	6,603	6,603

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ ADM: Sara Lundquist

Matriculation P1 @ 70.09%: 931,142

Date: 9/26/2012

To District-Research: (17,086)
SAC Matriculation = 914,056

		Existing Budget		Revised Budget		Budget Cha	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2416_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		16,788		17,329		541
12_2416_632000_19510_1232	Contract Extension-Counselors : Assessment	0		5,236		5,236	
12_2416_632000_19510_1454	Int/Sum Beyond Contr-Coordinat : Assessment	6,082		0			6,082
12_2416_632000_19510_2320	Classified Employees - Hourly : Assessment	945		2,180		1,235	
12_2416_632000_19510_3115	STRS - Non-Instructional : Assessment	502		432			70
12_2416_632000_19510_3215	PERS - Non-Instructional : Assessment	0		249		249	
12_2416_632000_19510_3315	OASDHI - Non-Instructional : Assessment	0		135		135	
12_2416_632000_19510_3325	Medicare - Non-Instructional : Assessment	128		108			20
12_2416_632000_19510_3335	PARS - Non-Instructional : Assessment	35		0			35
12_2416_632000_19510_3435	H & W - Retiree Fund Non-Inst : Assessment	88		74			14
12_2416_632000_19510_3515	SUI - Non-Instructional : Assessment	142		82			60
12_2416_632000_19510_3615	WCI - Non-Instructional : Assessment	211		178			33
12_2416_632000_19510_4610	Non-Instructional Supplies : Assessment	1,453		1,453		0	
12_2416_632000_19510_5220	Mileage/Parking Expenses : Assessment	250		250		0	
12_2416_632000_19510_5630	Maint Contract - Office Equip : Assessment	1,064		1,064		0	
12_2416_632000_19510_5845	Excess/Copies Useage : Assessment	170		170		0	
12_2416_632000_19510_5950	Software License and Fees : Assessment	5,718		5,718		0	
Project Director: Micki Bryant	2416 Total - Matriculation - Skills Assessment	16,788	16,788	17,329	17,329	6,855	6,855

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ ADM: Sara Lundquist

Matriculation P1 @ 70.09%: 931,142 Date: 9/26/2012 *To District-Research:* (17,086)

SAC Matriculation = 914,056

		Existing	Budget	Revised	Budget	Budget Cha	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2417_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		122,737		127,651		4,914
	Beyond Contr - Reassigned Time : Fresh Exp/Le	9,880	·	10,778		898	
12_2417_150100_15380_3115	STRS - Non-Instructional : Fresh Exp/Learning	815		889		74	
12_2417_150100_15380_3325	Medicare - Non-Instructional : Fresh Exp/Lear	143		156		13	
12_2417_150100_15380_3435	H & W - Retiree Fund Non-Inst : Fresh Exp/Lea	99		108		9	
12_2417_150100_15380_3515	SUI - Non-Instructional : Fresh Exp/Learning	159		119			40
12_2417_150100_15380_3615	WCI - Non-Instructional : Fresh Exp/Learning	237		259		22	
12_2417_499900_15380_1483	Beyond Contr - Reassigned Time : Fresh Exp/Le	21,557		21,557		0	
12_2417_499900_15380_3115	STRS - Non-Instructional : Fresh Exp/Learning	1,778		1,778		0	
12_2417_499900_15380_3325	Medicare - Non-Instructional : Fresh Exp/Lear	313		313		0	
12_2417_499900_15380_3435	H & W - Retiree Fund Non-Inst : Fresh Exp/Lea	216		216		0	
12_2417_499900_15380_3515	SUI - Non-Instructional : Fresh Exp/Learning	347		237			110
12_2417_499900_15380_3615	WCI - Non-Instructional : Fresh Exp/Learning	517		517		0	
12_2417_633000_15310_5880	Internet Services : Counseling	5,499		5,499		0	
12_2417_633000_15310_5950	Software License and Fees : Counseling	2,700		2,700		0	
12_2417_633000_15350_1232	Contract Extension-Counselors : Transfer Cent	0		5,365		5,365	
12_2417_633000_15350_1430	Part-Time Counselors : Transfer Center	4,462		4,462		0	
12_2417_633000_15350_1433	Beyond Contract - Counselors : Transfer Cente	9,340		9,364		24	
12_2417_633000_15350_1434	Int/Sum Beyond Contr-Counselor : Transfer Cen	1,211		1,177			34
12_2417_633000_15350_1454	Int/Sum Beyond Contr-Coordinat : Transfer Cen	6,078		0			6,078
12_2417_633000_15350_1480	Part-Time Reassigned Time : Transfer Center	1,626		1,626		0	
12_2417_633000_15350_3115	STRS - Non-Instructional : Transfer Center	1,874		1,815			59
12_2417_633000_15350_3325	Medicare - Non-Instructional : Transfer Cente	329		319			10
12_2417_633000_15350_3435	H & W - Retiree Fund Non-Inst : Transfer Cent	228		220			8
12_2417_633000_15350_3515	SUI - Non-Instructional : Transfer Center	367		242			125
12_2417_633000_15350_3615	WCI - Non-Instructional : Transfer Center	545		528			17
12_2417_633000_15350_4610	Non-Instructional Supplies : Transfer Center	275		275		0	
12_2417_633000_15350_4710	Food and Food Service Supplies : Transfer Cen	855		855		0	
12_2417_633000_15350_5300	Inst Dues & Memberships : Transfer Center	50		50		0	
12_2417_633000_15350_5940	Reproduction/Printing Expenses : Transfer Cen	91		91		0	
12_2417_633000_15350_5966	Transportation - Student : Transfer Center	1,450		1,450		0	
12_2417_633000_15360_1232	Contract Extension-Counselors : ULINK	0		5,488		5,488	
12_2417_633000_15360_1454	Int/Sum Beyond Contr-Coordinat : ULINK	3,037		2,744			293
12_2417_633000_15360_3115	STRS - Non-Instructional : ULINK	251		679		428	

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Original Budget (P1 Allocation) Prepared by: Maria Gil

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ ADM: Sara Lundquist

Date: 9/26/2012 Matriculation P1 @ 70.09%: 931,142 To District-Research: (17,086)

SAC Matriculation = 914,056

	- ,	Existing Budget		Revised Budget		Budget Cha	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2417_633000_15360_3325	Medicare - Non-Instructional : ULINK	44		119		75	
12_2417_633000_15360_3435	H & W - Retiree Fund Non-Inst : ULINK	30		82		52	
12_2417_633000_15360_3515	SUI - Non-Instructional : ULINK	49		91		42	
12_2417_633000_15360_3615	WCI - Non-Instructional : ULINK	73		198		125	
12_2417_633000_15360_4610	Non-Instructional Supplies : ULINK	1,500		1,500		0	
12_2417_633000_15360_4710	Food and Food Service Supplies : ULINK	1,000		1,000		0	
12_2417_633000_15360_5904	Other Participant Prog Svc/Exp : ULINK	250		0			250
12_2417_633000_15370_1232	Contract Extension-Counselors : Puente	0		2,744		2,744	
12_2417_633000_15370_1454	Int/Sum Beyond Contr-Coordinat : Puente	3,037		0			3,037
12_2417_633000_15370_3115	STRS - Non-Instructional : Puente	251		226			25
12_2417_633000_15370_3325	Medicare - Non-Instructional : Puente	44		40			4
12_2417_633000_15370_3435		30		27			3
12_2417_633000_15370_3515		49		30			19
12_2417_633000_15370_3615	WCI - Non-Instructional : Puente	73		66			7
	Non-Instructional Supplies : Puente	1,313		1,383		70	
	Food and Food Service Supplies : Puente	1,542		1,542		0	
12_2417_633000_15370_5966	Transportation - Student : Puente	2,075		2,075		0	
	Books, Mags & Ref Mat, Non-Lib : Career Couns	1,450		0			1,450
12_2417_634000_15390_4610	Non-instructional supplies : Career Couns	0		500		500	
	Internet Services : Career Counseling Center	172		0			172
12_2417_634000_15390_5950	Software License and Fees : Career Counseling	3,770		3,770		0	
12_2417_634000_15390_6419	Equip/Software - >\$200 <\$1,000 : Career Couns	1,841		1,841		0	
12_2417_647000_19540_2130	Classified Employees : Job/Career Placement	21,451		21,969		518	
	Arrendondo, Sandra @ 50%						
12_2417_647000_19540_3215	PERS - Non-Instructional : Job/Career Placeme	2,343		2,508		165	
12_2417_647000_19540_3315	OASDHI - Non-Instructional : Job/Career Place	1,360		1,397		37	
12_2417_647000_19540_3325	Medicare - Non-Instructional : Job/Career Pla	318		327		9	
12_2417_647000_19540_3415	H & W - Non-Instructional : Job/Career Placem	41		50		9	
12_2417_647000_19540_3435	H & W - Retiree Fund Non-Inst : Job/Career Pl	219		225		6	
12_2417_647000_19540_3515	SUI - Non-Instructional : Job/Career Placemen	353		248			105
12_2417_647000_19540_3615	WCI - Non-Instructional : Job/Career Placemen	527		541		14	
12_2417_647000_19540_3915	Other Benefits - Non-Instruct : Job/Career Pl	490		563		73	
12_2417_675000_15350_5210	Conference Expenses : Transfer Center	713		713		0	
Project Director: Micki Bryant	2417 Total - Matriculation - Student Follow-up	122,737	122,737	127,651	127,651	16,760	16,760

Original Budget (P1 Allocation) Prepared by: Maria Gil

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ ADM: Sara Lundquist Matriculation P1 @ 70.09%: 931,142

Date: 9/26/2012

To District-Research: (17,086)SAC Matriculation = 914,056

		Existing Budge		Revised	sed Budget Budget (anges (+/-)
GL Account String	Description	Debit Credit Debit C		Credit	Debit Cre		
			-				
	Total - SAC Matriculation FY 12/13	929,700	929,700	914,056	914,056	130,692	130,692

SPECIAL PROJECT DETAILED BUDGET #2414 NAME: MATRICULATION - RESEARCH (DISTRICT) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ. ADM: Nga Pham

CONTRACT AMOUNT: \$22,482 Date: 09/26/2012

Contribution from SAC @ \$17,086 Contribution from SCC @ \$5,396

		Existing Budget		Revised	Budget	Budget Ch	ange (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2414_000000_50000_8629	Other Gen Categorical Apport : District Opera		21,310		22,482		1,172
12_2414_679000_53340_2130	Classified Employees : Research	10,995		12,533		1,538	
	M. Cristina Gheorghe @ 25%						
	Grade 12 Step 3; +104.17PG						
12_2414_679000_53340_3215	PERS - Non-Instructional : Research	1,201		1,431		230	
12_2414_679000_53340_3315	OASDHI - Non-Instructional : Research	701		798		97	
12_2414_679000_53340_3325	Medicare - Non-Instructional : Research	164		187		23	
12_2414_679000_53340_3415	H & W - Non-Instructional : Research	4,077		4,835		758	
12_2414_679000_53340_3435	H & W - Retiree Fund Non-Inst : Research	113		129		16	
12_2414_679000_53340_3515	SUI - Non-Instructional : Research	182		142			40
12_2414_679000_53340_3615	WCI - Non-Instructional : Research	271		309		38	
12_2414_679000_53340_3915	Other Benefits - Non-Instruct : Research	311		338		27	
12_2414_679000_53340_4610	Non-Instructional Supplies : Research	390		500		110	
12_2414_679000_53340_5660	000_53340_5660 Software Support Service : Research 1,565 785		780				
12_2414_679000_53340_5950	Software License and Fees : Research	1,340		495			845
	Total 2414 - Matriculation - Research	21,310	21,310	22,482	22,482	2,837	2,837

NAME: NON-CREDIT MATRICULATION - SANTA ANA COLLEGE (CENTENNIAL EDUCATION CENTER) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PROJ. ADM. James Kennedy

Matriculation P1 @ 70.80%: \$939,696

PROJ. DIR. Nilo Lipiz Date: 09/26/2012

Contribution to Research: -\$17,086 \$922,610 **CEC NC Matriculation =**

CEC NC Matriculation =	9922,010	Existing	Budget	Revised	Budget	Budget Cha	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2490_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		950,401		922,610	27,791	
12_2490_601000_18100_2130	Classified Employees : Continuing Education	0		14,502		14,502	
	Dolores Austin, Administrative Secretary @ 25%						
12_2490_601000_18100_3215	PERS - Non-Instructional : Continuing Educati	0		1,656		1,656	
12_2490_601000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	0		920		920	
12_2490_601000_18100_3325		0		215		215	
12_2490_601000_18100_3415		0		1,642		1,642	
12_2490_601000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	0		148		148	
12_2490_601000_18100_3515	SUI - Non-Instructional : Continuing Educatio	0		163		163	
12_2490_601000_18100_3615	WCI - Non-Instructional : Continuing Educatio	0		356		356	
12_2490_601000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	0		338		338	
12_2490_602000_18200_1480	Part-Time Reassigned Time : SAC Continuing Ed	11,372		0			11,372
	Int/Sum - Reassigned Time, PT : SAC Continuin	1,937		0			1,937
12_2490_602000_18200_3115	STRS - Non-Instructional : SAC Continuing Ed-	794		0			794
12_2490_602000_18200_3325	Medicare - Non-Instructional : SAC Continuing	191		0			191
12_2490_602000_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	97		0			97
12_2490_602000_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	155		0			155
12_2490_602000_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	232		0			232
12_2490_620000_18100_2110	Classified Management : Continuing Education	0		41,979		41,979	
	Phuong Nguyen, Associate Registrar @ 50%						
12_2490_620000_18100_2130	Classified Employees : Continuing Education	49,657		56,191		6,534	
	Christina Orozco, Senior Clerk @ 75%						
	Lillian Reimer, Admissions/Records Specialist I @ 18%						
	Sarah Salas, Admissions/Records Specialist III @ 18%						
12_2490_620000_18100_2310	Classified Employees - Ongoing : Continuing	51,804		45,469			6,335
	Sharon Leung, Intermediate Clerk @ 0.40 FTE						
	Raydene Puente, Admissions Assistant @ 0.475 FTE						
	Yolanda Vasquez, Admissions Assistant @ 0.475 FTE						
12_2490_620000_18100_2320	Classified Employees - Hourly : Continuing Ed	7,900		7,858			42
	\$16.37/hr x 10 hrs/wk x 48 wks						
12_2490_620000_18100_3215	PERS - Non-Instructional : Continuing Educati	11,975		15,714		3,739	
12_2490_620000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	6,881		8,699		1,818	
12_2490_620000_18100_3325		1,609		2,235		626	
12_2490_620000_18100_3335	PARS - Non-Instructional : Continuing Educati	96		180		84	

Original Budget (P1 Allocation) Prepared by: Maria Gil

NAME: NON-CREDIT MATRICULATION - SANTA ANA COLLEGE (CENTENNIAL EDUCATION CENTER) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PROJ. ADM. James Kennedy

Matriculation P1 @ 70.80% : \$939,696

PROJ. DIR. Nilo Lipiz

Contribution to Research: -\$17,086

Date: 09/26/2012

CEC NC Matriculation = \$922,610

		Existing	Budget			Budget Ch	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2490_620000_18100_3415	H & W - Non-Instructional : Continuing Educat	17,874		24,412		6,538	
12_2490_620000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	1,110		1,542		432	
12_2490_620000_18100_3515	SUI - Non-Instructional : Continuing Educatio	1,787		1,696			91
12_2490_620000_18100_3615	WCI - Non-Instructional : Continuing Educatio	2,664		3,700		1,036	
12_2490_620000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	1,350		2,669		1,319	
12_2490_620000_18100_5100	Contracted Services : Continuing Education Di	14,000		0			14,000
12_2490_631000_18100_1430	Part-Time Counselors : Continuing Education D	44,485		0			44,485
12_2490_631000_18100_1433	Beyond Contract - Counselors : Continuing Edu	35,099		47,802		12,703	
12_2490_631000_18100_1434	Int/Sum Beyond Contr-Counselor : Continuing E	31,947		14,366			17,581
12_2490_631000_18100_1435	Int/Sum - Counselors,Part-Time : Continuing E	32,770		0			32,770
	Beyond Contr - Reassigned Time : Continuing E	8,475		0			8,475
12_2490_631000_18100_2310	Classified Employees - Ongoing : Continuing	16,468		16,457			11
	Monika Barbery, Counseling Assistant @ 0.475 FTE						
12_2490_631000_18100_2320	Classified Employees - Hourly : Continuing Ed	25,119		19,718			5,401
	\$15.80/hr x 26 hrs/wk 48 wks						
12_2490_631000_18100_3115	STRS - Non-Instructional : Continuing Educati	12,952		5,129			7,823
12_2490_631000_18100_3215	PERS - Non-Instructional : Continuing Educati	3,427		4,130		703	
12_2490_631000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	1,945		2,243		298	
12_2490_631000_18100_3325	Medicare - Non-Instructional : Continuing Edu	2,731		1,426			1,305
12_2490_631000_18100_3335	PARS - Non-Instructional : Continuing Educati	113		0			113
12_2490_631000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	1,884		983			901
12_2490_631000_18100_3515	SUI - Non-Instructional : Continuing Educatio	3,033		1,082			1,951
12_2490_631000_18100_3615	WCI - Non-Instructional : Continuing Educatio	4,521		2,360			2,161
12_2490_632000_18100_2130	Classified Employees : Continuing Education	39,178		41,142		1,964	
	Jorge Lopez-Galicia, Counseling Assistant @ 100%						
	Classified Employees - Hourly : Continuing Ed	157		0			157
12_2490_632000_18100_3215		4,503		4,697		194	
12_2490_632000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	2,640		2,634			6
12_2490_632000_18100_3325	Medicare - Non-Instructional : Continuing Edu	617		616			1
12_2490_632000_18100_3415	H & W - Non-Instructional : Continuing Educat	12,437		13,572		1,135	
12_2490_632000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	426		425			1
12_2490_632000_18100_3515	SUI - Non-Instructional : Continuing Educatio	685		467			218
12_2490_632000_18100_3615	WCI - Non-Instructional : Continuing Educatio	1,022		1,020			2
12_2490_632000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	1,350		1,350		0	

Original Budget (P1 Allocation) Prepared by: Maria Gil

NAME: NON-CREDIT MATRICULATION - SANTA ANA COLLEGE (CENTENNIAL EDUCATION CENTER) FISCAL YEAR: 2012/2013

Existing Budget

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PROJ. ADM. James Kennedy

Povised Budget

Matriculation P1 @ 70.80%: \$939,696

PROJ. DIR. Nilo Lipiz Date: 09/26/2012

Pudget Changes (1/)

Contribution to Research: -\$17,086 \$922,610 **CEC NC Matriculation =**

		Existing	j Budget	Revised	Budget	Budget Cha	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2490_632000_18100_4610	Non-Instructional Supplies : Continuing Educa	23,650		8,438			15,212
12_2490_632000_18100_4710	Food and Food Service Supplies : Continuing E	1,703		1,500			203
12_2490_632000_18100_5100	Contracted Services : Continuing Education Di	1,000		0			1,000
12_2490_632000_18100_5220	Mileage/Parking Expenses : Continuing Educati	1,000		1,000		0	
12_2490_632000_18100_5610	Lease Agreement - Equipment : Continuing Educ	10,000		0			10,000
12_2490_632000_18100_5630	Maint Contract - Office Equip : Continuing Ed	2,000		0			2,000
12_2490_632000_18100_5800	Advertising : Continuing Education Division	6,500		4,000			2,500
12_2490_632000_18100_5845	Excess/Copies Useage : Continuing Education D	6,500		0			6,500
12_2490_632000_18100_5925	Postage : Continuing Education Division	1,000		0			1,000
	Reproduction/Printing Expenses : Continuing E	13,600		5,000			8,600
	Software License and Fees : Continuing Educat	6,500		857			5,643
	Equipment - All Other > \$1,000 : Continuing E	1,135		8,689		7,554	
12_2490_632000_18100_6419	Equip/Software - >\$200 <\$1,000 : Continuing E	8,500		0			8,500
	Part-Time Academic Management : Continuing Ed	81,578		90,451		8,873	
12_2490_649000_18100_1450	Part-Time Coordinators : Continuing Education	22,817		25,092		2,275	
12_2490_649000_18100_1455	Int/Sum - Coordinators, PT : Continuing Educa	0		1,394		1,394	
12_2490_649000_18100_1480	Part-Time Reassigned Time : Continuing Educat	2,223		3,569		1,346	
	Int/Sum - Reassigned Time, PT : Continuing Ed	942		0			942
12_2490_649000_18100_2130	Classified Employees : Continuing Education	151,304		198,108		46,804	
	Herminia Kindelan, HS & Comm. Outreach Specialist @ 100%						
	Anh Ly, HS & Comm. Outreach Specialist @ 35%						
	Luisa Ruiz, HS & Comm. Outreach Specialist @ 50%						
	Julio Serratos, HS & Comm. Outreach Specialist @ 35%						
	Francisco Suarez, Student Program Specialist @ 100%						
12_2490_649000_18100_2310	Classified Employees - Ongoing : Continuing	46,767		46,764			3
	Anthony Garcia, HS & Comm. Outreach Specialist @ 0.475 FTE						
	Brenda Vega, HS & Comm. Outreach Specialist @ 0.475 FTE						
12_2490_649000_18100_2320	Classified Employees - Hourly : Continuing Ed	4,533		4,773		240	
12_2490_649000_18100_3115	STRS - Non-Instructional : Continuing Educati	6,034		2,480			3,554
12_2490_649000_18100_3215	PERS - Non-Instructional : Continuing Educati	22,410		28,502		6,092	
12_2490_649000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	12,930		15,913		2,983	
12_2490_649000_18100_3325	Medicare - Non-Instructional : Continuing Edu	4,095		5,297		1,202	
12_2490_649000_18100_3335	PARS - Non-Instructional : Continuing Educati	26		0			26
12_2490_649000_18100_3415	H & W - Non-Instructional : Continuing Educat	20,922		33,422		12,500	

Original Budget (P1 Allocation) Prepared by: Maria Gil

NAME: NON-CREDIT MATRICULATION - SANTA ANA COLLEGE (CENTENNIAL EDUCATION CENTER) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PROJ. ADM. James Kennedy

Matriculation P1 @ 70.80% : \$939,696

PROJ. DIR. Nilo Lipiz

Contribution to Research: -\$17,086
CEC NC Matriculation = \$922,610

Date: 09/26/2012

		Existing	Budget	Revised Budget		Budget Ch	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2490_649000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	2,928		3,653		725	
12_2490_649000_18100_3515	SUI - Non-Instructional : Continuing Educatio	4,713		4,018			695
12_2490_649000_18100_3615	WCI - Non-Instructional : Continuing Educatio	7,026		8,767		1,741	
12_2490_649000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	3,375		7,020		3,645	
12_2490_675000_18100_1480	Part-Time Reassigned Time : Continuing Educat	135		0			135
12_2490_675000_18100_1485	Int/Sum - Reassigned Time, PT : Continuing Ed	147		0			147
12_2490_675000_18100_3115	STRS - Non-Instructional : Continuing Educati	23		0			23
12_2490_675000_18100_3325	Medicare - Non-Instructional : Continuing Edu	5		0			5
12_2490_675000_18100_3335	PARS - Non-Instructional : Continuing Educati	1		0			1
12_2490_675000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	3		0			3
12_2490_675000_18100_3515	SUI - Non-Instructional : Continuing Educatio	5		0			5
12_2490_675000_18100_3615	WCI - Non-Instructional : Continuing Educatio	7		0			7
12_2490_675000_18100_5210	Conference Expenses : Continuing Education Di	895		0			895
	Total 2490 - CEC Non-Credit Matriculation	950,401	950,401	922,610	922,610	226,207	226,207

NAME: NON-CREDIT MATRICULATION - SANTIAGO CANYON COLLEGE (ORANGE EDUCATION CENTER) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ. ADM: Jose Vargas

Matriculation P1 @ 29.20%: \$387,558 DATE: 9/17/2012

Contribution to Research: -\$5,396
OEC NC Matriculation = \$382,162

		Existing	Budget	Revised Budget		et Revised Budget Budget Ch		nange (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit	
12_2490_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		355,443		382,162		26,719	
12_2490_601000_28100_1410	Part-Time Academic Management : Continuing Ed	8,445		8,000			445	
	Norman Johnson, Site Director II @ \$48.63/hr. (no STRS)							
12_2490_601000_28100_3115	STRS - Non-Instructional : Continuing Educati	697		0			697	
12_2490_601000_28100_3325	Medicare - Non-Instructional : Continuing Edu	122		116			6	
12_2490_601000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	84		80			4	
12_2490_601000_28100_3515	SUI - Non-Instructional : Continuing Educatio	136		88			48	
12_2490_601000_28100_3615	WCI - Non-Instructional : Continuing Educatio	203		192			11	
12_2490_601000_28100_4610	Non-Instructional Supplies : Continuing Educa	102		1,000		898		
12_2490_601000_28100_6410	Equipment - All Other > \$1,000 : Continuing E	9,850		8,110			1,740	
12_2490_620000_28100_5660	Software Support Service : Continuing Educati	2,367		2,400		33		
12_2490_631000_28100_1430	Part-Time Counselors : Continuing Education D	35,700		40,000		4,300		
12_2490_631000_28100_1433	Beyond Contract - Counselors : Continuing Edu	4,000		16,400		12,400		
12_2490_631000_28100_1435	Int/Sum - Counselors,Part-Time : Continuing E	0		5,500		5,500		
12_2490_631000_28100_3115	STRS - Non-Instructional : Continuing Educati	3,275		5,107		1,832		
12_2490_631000_28100_3325	Medicare - Non-Instructional : Continuing Edu	576		898		322		
12_2490_631000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	397		619		222		
12_2490_631000_28100_3515	SUI - Non-Instructional : Continuing Educatio	639		681		42		
12_2490_631000_28100_3615	WCI - Non-Instructional : Continuing Educatio	953		1,486		533		
12_2490_632000_28100_2310	Classified Employees - Ongoing : Continuing E	14,188		13,877			311	
	Manuel Serratos, Test Proctor							
	Grade 3 Step 2 (2.5%L) +2.5%BIL+\$83.33/mth PG							
12_2490_632000_28100_3215	PERS - Non-Instructional : Continuing Educati	1,617		1,584			33	
12_2490_632000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	880		860			20	
12_2490_632000_28100_3325	Medicare - Non-Instructional : Continuing Edu	206		201			5	
12_2490_632000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	142		139			3	
12_2490_632000_28100_3515	SUI - Non-Instructional : Continuing Educatio	228		153			75	
12_2490_632000_28100_3615	WCI - Non-Instructional : Continuing Educatio	341		333			8	

SPECIAL PROJECT DETAILED BUDGET #2490 NAME: NON-CREDIT MATRICULATION - SANTIAGO CANYON COLLEGE (ORANGE EDUCATION CENTER)

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013 PROJ. ADM: Jose Vargas

DATE: 9/17/2012

 Matriculation P1 @ 29.20% :
 \$387,558

 Contribution to Research:
 -\$5,396

 OEC NC Matriculation =
 \$382,162

		Existing	Budget	Revised	l Budget	Budget Ch	ange (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2490_649000_28100_2130	Classified Employees : Continuing Education D	150,277		152,754		2,477	
	Leyvi Berganza, HS & Comm Outreach Specialist @ 86%						
	Grade 13 Step 4, +2.5%L+2.5%BIL+\$1,500/mth PG						
	Isabel Garcia, HS & Comm Outreach Specialist @ 100%						
	Grade 13 Step 6, +2.5%L+2.5%BIL						
	Rosemary Touyanou, Student Services Coordinator @ 55% Grade 16 Step 6, +2.5%BIL+\$1,000/mth PG						
12_2490_649000_28100_2310	Classified Employees - Ongoing : Continuing E	14,040		18,010		3,970	
	Armando Aguilar, Student Activities Specialist						
	Grade 8 Step 1 0.475% FTE						
12_2490_649000_28100_3215	PERS - Non-Instructional : Continuing Educati	18,732		19,496		764	
12_2490_649000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	10,403		10,789		386	
12_2490_649000_28100_3325	Medicare - Non-Instructional : Continuing Edu	2,433		2,523		90	
12_2490_649000_28100_3415	H & W - Non-Instructional : Continuing Educat	39,266		40,082		816	
12_2490_649000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	1,678		1,740		62	
12_2490_649000_28100_3515	SUI - Non-Instructional : Continuing Educatio	2,702		1,914			788
12_2490_649000_28100_3615	WCI - Non-Instructional : Continuing Educatio	4,027		4,176		149	
12_2490_649000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	3,480		3,254			226
12_2490_649000_28100_4610	Non-Instructional Supplies : Continuing Educa	5,887		1,000			4,887
12_2490_649000_28100_5815	Class Schedules/Printing : Continuing Educati	10,000		12,000		2,000	
12_2490_649000_28100_5940	Reproduction/Printing Expenses : Continuing E	2,000		2,000		0	
12_2490_649000_28100_6419	Equip/Software - >\$200 <\$1,000 : Continuing E	800		0			800
12_2490_675000_28100_5210	Conference Expenses : Continuing Education Di	3,000		3,000		0	
12_2490_696000_28100_5652	Rental-Equipment (Short-term) : Continuing Ed	1,570		1,600		30	
	Total 2490 - OEC Non-Credit Matriculation	355,443	355,443	382,162	382,162	36,826	36,826

NAME: NON-CREDIT MATRICULATION - DISTRICT RESEARCH

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PROJ. ADM. Nga Pham Date: 09/25/2012 CONTRACT INCOME: \$22,482

Contribution from CEC @ \$17,086 Contribution from OEC @ \$5,396

		Existing	Budget	Revised	Budget	Budget Cha	anges (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_2490_000000_50000_8629	Other Gen Categorical Apport : District Opera		21,410		22,482		1,072
12_2490_679000_53340_2130	Classified Employees : Research	12,907		12,533			374
	M. Cristina Gheorghe @ 25%						
	Grade 12 Step 3; +104.17PG						
12_2490_679000_53340_3215	PERS - Non-Instructional : Research	1,410		1,431		21	
12_2490_679000_53340_3315	OASDHI - Non-Instructional : Research	824		798			26
12_2490_679000_53340_3325	Medicare - Non-Instructional : Research	192		187			5
12_2490_679000_53340_3415	H & W - Non-Instructional : Research	4,786		4,835		49	
12_2490_679000_53340_3435	H & W - Retiree Fund Non-Inst : Research	133		129			4
12_2490_679000_53340_3515	SUI - Non-Instructional : Research	214		142			72
12_2490_679000_53340_3615	WCI - Non-Instructional : Research	319		309			10
12_2490_679000_53340_3915	Other Benefits - Non-Instruct : Research	365		338			27
12_2490_679000_53340_4610	Non-Instructional Supplies : Research	260		500		240	
12_2490_679000_53340_5660	Software Support Service : Research	0		785		785	
12_2490_679000_53340_5950	Software License and Fees : Research	0		495		495	
	Total 2490 NC Matriculation - Research	21,410	21,410	22,482	22,482	1,590	1,590

SPECIAL PROJECT DETAILED BUDGET # 1264 NAME: NETWORK FOR A HEALTHY CALIFORNIA FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 10/01/2012 - 9/30/2013

PROJ. ADM. Enrique Perez CONTRACT INCOME: \$107,139 PROJ. DIR. Dee Tucker DATE: 09/26/2012

CFDA No. 10.551 CONTRACT No.

	GL Account String		Account String	New B	udget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
33					Other Federal Revenues : Districtwide		107,139
33	1264	672000	50000	5865	Indirect Costs : District Operations @ 5%	5,102	
Dep	t: 5332	21 CDC	Admin	istrati	on		
33	1264	692000	53321	1210	Academic Management : CDC Administration	6,279	
					Dee Tucker, Executive Director@ 5%		
33	1264	692000	53321	1471	Sub Child Dev Teachr-Shortterm : CDC Administration	11,891	
					Patricia Mendoza, Substitute Teacher		
33	1264	692000	53321	2130	Classified Employees : CDC Administration	11,033	
					Cherie Ericson, Accountant @ 10%		
					Amy Mills, Administrative Secretary @ 10%		
33		692000			STRS - Non-Instructional : CDC Administration	518	
33		692000			PERS - Non-Instructional : CDC Administration	1,260	
33		692000			OASDHI - Non-Instructional : CDC Administration	701	
33		692000			Medicare - Non-Instructional : CDC Administration	429	
33		692000			PARS - Non-Instructional : CDC Administration	155	
33		692000			H & W - Non-Instructional : CDC Administration	6,505	
33		692000			H & W - Retiree Fund Non-Inst : CDC Administration	296	
33		692000			SUI - Non-Instructional : CDC Administration	326	
33		692000			WCI - Non-Instructional : CDC Administration	710	
33		692000			Other Benefits - Non-Instruct : CDC Administration	387	
33	1264	692000	53321	5100	Contracted Services : CDC Administration	16,800	
					- Nutrition Specialist for parent and staff nutrition		
					education workshops @ \$60/hour x 280 hrs		
_					tion Center		
33	1264	692000	53323	1270	Child Development Teachers : CDC Centennial	1,808	
					Education		
					Artemisa Paz-Lugo, Master Teacher @ 5%		
33		692000			STRS - Non-Instructional : CDC Centennial Education	149	
33		692000			Medicare - Non-Instructional : CDC Centennial Educa	28	
33		692000			H & W - Non-Instructional : CDC Centennial Educatio	717	
33		692000			H & W - Retiree Fund Non-Inst : CDC Centennial Educ	19	
33		692000			SUI - Non-Instructional : CDC Centennial Education	21	
33		692000			WCI - Non-Instructional : CDC Centennial Education	46	
		692000			Other Benefits - Non-Instruct : CDC Centennial Educ	105	
33					Instructional Supplies : CDC Centennial Education C	500	
33					Non-Instructional Supplies : CDC Centennial Educati	500	
					Food and Food Service Supplies : CDC Centennial Edu	1,017	
_					Center		
33	1264	692000	53324	1270	Child Development Teachers : CDC Orange Education	2,195	
					Lyn Racca, Master Teacher @ 5%		
33		692000			STRS - Non-Instructional : CDC Orange Education Cen	181	
33		692000			Medicare - Non-Instructional : CDC Orange Education	33	
33		692000			H & W - Non-Instructional : CDC Orange Education Ce	523	
33	1264	692000	53324	3435	H & W - Retiree Fund Non-Inst : CDC Orange Educatio	23	

Original Budget Prepared by: Maria Gil Board Approval Date: October 8, 2012 Accountant: Catherine Nguyen

6.1 (26)

SPECIAL PROJECT DETAILED BUDGET # 1264 NAME: NETWORK FOR A HEALTHY CALIFORNIA FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 10/01/2012 - 9/30/2013

PROJ. ADM. Enrique Perez CONTRACT INCOME: \$107,139 PROJ. DIR. Dee Tucker DATE: 09/26/2012

CFDA No. 10.551 CONTRACT No.

	GL Account String				New B	udget	
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
33	1264	692000	53324	3515	SUI - Non-Instructional : CDC Orange Education Cent	25	
33	1264	692000	53324	3615	WCI - Non-Instructional : CDC Orange Education Cent	55	
33		692000				105	
33	1264	692000	53324	4310	Instructional Supplies : CDC Orange Education Cente	500	
33					Non-Instructional Supplies : CDC Orange Education C	500	
33					Food and Food Service Supplies : CDC Orange Educati	1,018	
Dep		25 Santa					
33	1264	692000	53325	1270	Child Development Teachers : CDC Santa Ana College	2,005	
					Margaret Humphreys, Master Teacher @ 5%		
33		692000			STRS - Non-Instructional : CDC Santa Ana College	165	
33		692000			Medicare - Non-Instructional : CDC Santa Ana Colleg	31	
33		692000			H & W - Non-Instructional : CDC Santa Ana College	622	
33		692000			H & W - Retiree Fund Non-Inst : CDC Santa Ana Colle	21	
33		692000			SUI - Non-Instructional : CDC Santa Ana College	23	
33		692000				51	
33		692000			Other Benefits - Non-Instruct : CDC Santa Ana Colle	105	
33					Instructional Supplies : CDC Santa Ana College	500	
33					Non-Instructional Supplies : CDC Santa Ana College	500	
33					Food and Food Service Supplies : CDC Santa Ana Coll	1,018	
Dep				_	College		
33	1264	692000	53326	1270	Child Development Teachers : CDC Santiago Canyon	2,005	
					Kathleen Mc Cann, Master Teacher @ 5%		
33		692000			STRS - Non-Instructional : CDC Santiago Canyon Coll	165	
33		692000			Medicare - Non-Instructional : CDC Santiago Canyon	31	
33		692000			H & W - Non-Instructional : CDC Santiago Canyon Col	622	
33		692000			H & W - Retiree Fund Non-Inst : CDC Santiago Canyon	21	
33		692000			SUI - Non-Instructional : CDC Santiago Canyon Colle	23	
33		692000			<u> </u>	51	
33		692000			ů ,	105	
33					Instructional Supplies : CDC Santiago Canyon Colleg	500	
33					Non-Instructional Supplies : CDC Santiago Canyon Co	500	
33					Food and Food Service Supplies : CDC Santiago Canyo	1,018	
		27 Santa					
33	1264	692000	53327	1210	Academic Management : CDC Santa Ana College -	13,307	
					East		
					Maria Castellon, Director I SAC East @ 20%		
33	1264	692000	53327	1270	Child Development Teachers : CDC Santa Ana College	1,896	
					Maria Guerra, Master Teacher @5%		
33		692000				1,254	
33		692000		3325	Medicare - Non-Instructional : CDC Santa Ana Colleg	229	
33		692000		3415	H & W - Non-Instructional : CDC Santa Ana College -	4,582	
33		692000		3435	H & W - Retiree Fund Non-Inst : CDC Santa Ana Colle	158	
33		692000		3515	SUI - Non-Instructional : CDC Santa Ana College - E	174	
33	1264	692000	53327	3615	WCI - Non-Instructional : CDC Santa Ana College - E	379	

Original Budget Prepared by: Maria Gil Board Approval Date: October 8, 2012 Accountant: Catherine Nguyen

SPECIAL PROJECT DETAILED BUDGET # 1264 NAME: NETWORK FOR A HEALTHY CALIFORNIA FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 10/01/2012 - 9/30/2013

PROJ. ADM. Enrique Perez CONTRACT INCOME: \$107,139 PROJ. DIR. Dee Tucker

CFDA No. 10.551 DATE: 09/26/2012

CONTRACT No.

GL Account String			String			New B	udget
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
33	1264	692000	53327	3915	Other Benefits - Non-Instruct : CDC Santa Ana Colle	600	
33	1264	692000	53327	4310	Instructional Supplies : CDC Santa Ana College East	500	
33	1264	692000	53327	4610	Non-Instructional Supplies : CDC Santa Ana College East	500	
33	1264	692000	53327	4710	Food and Food Service Supplies : CDC Santa Ana Colleg	1,018	
					Total - #1264 Network for a Healthy CA (12/13)	107,139	107,139

CONTRACT PERIOD: 10/1/12 to 9/30/13

PROJ. ADM. Aracely Mora

CONTRACT INCOME: \$650,000

PROJ. DIR. Mary McMullin

CFDA #: 84.031S; Award #P031S100059

Date: 09/27/12

GL Accounts	Description	Debit	Credit
20000 Santiago Canyon Colle	ge		
12-1677-000000-20000-8120	Higher Education Act : Santiago Canyon Colleg	-	650,000
Total Department 20000 San	tiago Canyon College	-	650,000
12-1677-601000-25051-2310	Classified Employees - Ongoing : Academic Aff	20,195	-
	- Stephanie Cole (12 months)		
12-1677-601000-25051-3215	PERS - Non-Instructional : Academic Affairs O	692	-
12-1677-601000-25051-3315	OASDHI - Non-Instructional : Academic Affairs	376	-
12-1677-601000-25051-3325	Medicare - Non-Instructional : Academic Affai	293	-
12-1677-601000-25051-3335	PARS - Non-Instructional : Academic Affairs O	263	-
12-1677-601000-25051-3435	H & W - Retiree Fund Non-Inst : Academic Affa	202	-
12-1677-601000-25051-3515	SUI - Non-Instructional : Academic Affairs Of	222	-
12-1677-601000-25051-3615	WCI - Non-Instructional : Academic Affairs Of	485	-
12-1677-601000-25051-4610	Non-Instructional Supplies : Academic Affairs	500	-
12-1677-601000-25051-6411	Equipment - Federal Progs >200 : Academic Aff	-	-
12-1677-675000-25051-5210	Conference Expenses : Academic Affairs Office	1,000	-
Total Department 25051 Aca		24,228	-
12-1677-152000-25370-1310	Part-Time Instructors : Reading	23,097	-
	- A. Freese, J. Conn, C. Okamoto - <u>Spring 2013 & Fall 2013 @ 25%</u>	,	
	- 15 LHE backfill/semester for Mary McMullin (management)		
	- 3 LHE backfill/semester for Kay Powell (Assessment)		
12-1677-152000-25370-3111	STRS - Instructional : Reading	1,906	-
12-1677-152000-25370-3321	Medicare - Instructional : Reading	335	-
12-1677-152000-25370-3431	H & W - Retiree Fund Inst : Reading	231	-
12-1677-152000-25370-3511	SUI - Instructional : Reading	254	-
12-1677-152000-25370-3611	WCI - Instructional : Reading	554	-
12-1677-152000-25370-1282	Contract Ext - Reassigned Time : Reading	5,002	-
	- Grant Facilitation - Mary McMullin 10 days		
12-1677-152000-25370-1484	Int/Sum Beynd Contr-Reassigned : Reading	21,570	-
	- Mary McMullin (Summer 2013 - 12 LHE) facilitation		
12-1677-152000-25370-3115	STRS - Non-Instructional : Reading	2,192	-
12-1677-152000-25370-3325	Medicare - Non-Instructional : Reading	385	-
12-1677-152000-25370-3435	H & W - Retiree Fund Non-Inst : Reading	266	-
12-1677-152000-25370-3515	SUI - Non-Instructional : Reading	292	-
12-1677-152000-25370-3615	WCI - Non-Instructional : Reading	638	-
Total Department 25370 Rea	ding	56,722	-
12-1677-632000-25055-1210	Academic Management : Instl Effectiveness/Ass	65,301	_
	- Aaron Voelcker (75%)		

 $\begin{array}{c} \text{Board Approval Date: } 10/08/12 \\ \text{Accountant: Dolly Paguirigan} \\ 6.1 \ (29) \end{array}$

CONTRACT PERIOD: 10/1/12 to 9/30/13

PROJ. ADM. Aracely Mora

CONTRACT INCOME: \$650,000

PROJ. DIR. Mary McMullin

CFDA #: 84.031S; Award #P031S100059

Date: 09/27/12

GL Accounts	Description	Debit	Credit
12-1677-632000-25055-1282	Contract Ext - Reassigned Time : Instl Effect	4,716	-
	- Kay Powell (10 days contract ext. @ \$471.55/day)		
12-1677-632000-25055-1484	Int/Sum Beynd Contr-Reassigned : Instl Effect	20,012	-
	- Kay Powell (Summer 2013 - 12 LHE) - facilitation		
12-1677-632000-25055-2130	Classified Employees : Instl Effectiveness/As	51,621	-
	- Rudy Tjiptahadi (75% x 12 months Research Specialist)		
12-1677-632000-25055-2340	Student Assistants - Hourly : Instl Effective	5,963	-
	- \$13.25/hr x 15 hrs/wk x 30 wks (Jan Sept. 2013)		
12-1677-632000-25055-3115	STRS - Non-Instructional : Instl Effectivenes	7,427	-
12-1677-632000-25055-3215	PERS - Non-Instructional : Instl Effectivenes	5,894	-
12-1677-632000-25055-3315	OASDHI - Non-Instructional : Instl Effectiven	3,263	-
12-1677-632000-25055-3325	Medicare - Non-Instructional : Instl Effectiv	2,105	-
12-1677-632000-25055-3415	H & W - Non-Instructional : Instl Effectivene	27,236	-
12-1677-632000-25055-3435	H & W - Retiree Fund Non-Inst : Instl Effecti	1,511	-
12-1677-632000-25055-3515	SUI - Non-Instructional : Instl Effectiveness	1,597	-
12-1677-632000-25055-3615	WCI - Non-Instructional : Instl Effectiveness	3,324	-
12-1677-632000-25055-3915	Other Benefits - Non-Instruct : Instl Effecti	3,488	-
12-1677-632000-25055-4210	Books, Mags & Ref Mat, Non-Lib : Instl Effect	200	-
12-1677-632000-25055-4610	Non-Instructional Supplies : Instl Effectiven	500	-
12-1677-632000-25055-5950	Software Licenses & Fees	20,000	
	- TaskStream License		
12-1677-675000-25055-1483	Beyond Contr - Reassigned Time : Instl Effect	1,500	-
	- Stipends for FIG & Training		
12-1677-675000-25055-1485	Int/Sum - Reassigned Time, PT : Instl Effecti	4,000	-
	- Stipends for Summer Institute Training		
12-1677-675000-25055-3115	STRS - Non-Instructional : Instl Effectivenes	454	-
12-1677-675000-25055-3325	Medicare - Non-Instructional : Instl Effectiv	80	-
12-1677-675000-25055-3435	H & W - Retiree Fund Non-Inst : Instl Effecti	55	-
12-1677-675000-25055-3515	SUI - Non-Instructional : Instl Effectiveness	61	-
12-1677-675000-25055-3615	WCI - Non-Instructional : Instl Effectiveness	132	-
12-1677-675000-25055-4710	Food and Food Service Supplies : Instl Effect	1,000	-
12-1677-675000-25055-5210	Conference Expenses : Instl Effectiveness/Ass	2,000	-
Total Department 25055 Instl	Effectiveness/Assessment	233,440	-
12-1677-170100-25150-1282	Contract Ext - Reassigned Time : Math	1,415	-
	- Scott Sakamoto (3 days cont. ext)		
12-1677-170100-25150-1483	Beyond Contr - Reassigned Time : Math	4,042	-
	- Scott Sakamoto (3 LHE/semester x Sp 13 & Fall 13 @ 25%)		

Page 2 of 5

Board Approval Date: 10/08/12 Accountant: Dolly Paguirigan 6.1 (30)

CONTRACT PERIOD: 10/1/12 to 9/30/13

PROJ. ADM. Aracely Mora

CONTRACT INCOME: \$650,000

PROJ. DIR. Mary McMullin

CFDA #: 84.031S; Award #P031S100059

Date: 09/27/12

GL Accounts	Description	Debit	Credit
12-1677-170100-25150-1484	Int/Sum Beynd Contr-Reassigned : Math	5,595	-
	- Scott Sakamoto (3 LHE Summer 2013)		
12-1677-170100-25150-3115	STRS - Non-Instructional : Math	912	-
12-1677-170100-25150-3325	Medicare - Non-Instructional : Math	160	-
12-1677-170100-25150-3435	H & W - Retiree Fund Non-Inst : Math	111	-
12-1677-170100-25150-3515	SUI - Non-Instructional : Math	122	-
12-1677-170100-25150-3615	WCI - Non-Instructional : Math	265	-
12-1677-611000-25150-2410	Inst Assistant - Ongoing : Math	36,024	-
	- MASH (\$15.80/hr x 76 hrs/wk x 30 wks)		
12-1677-611000-25150-3211	PERS - Instructional : Math	4,113	-
12-1677-611000-25150-3311	OASDHI - Instructional : Math	2,233	-
12-1677-611000-25150-3321	Medicare - Instructional : Math	522	-
12-1677-611000-25150-3431	H & W - Retiree Fund Inst : Math	360	-
12-1677-611000-25150-3511	SUI - Instructional : Math	396	-
12-1677-611000-25150-3611	WCI - Instructional : Math	865	-
12-1677-675000-25150-1484	Int/Sum Beynd Contr-Reassigned : Math	1,500	-
	Math Stipends: for DLAs		
12-1677-675000-25150-3115	STRS - Non-Instructional : Math	124	-
12-1677-675000-25150-3325	Medicare - Non-Instructional : Math	22	-
12-1677-675000-25150-3435	H & W - Retiree Fund Non-Inst : Math	15	-
12-1677-675000-25150-3515	SUI - Non-Instructional : Math	17	-
12-1677-675000-25150-3615	WCI - Non-Instructional : Math	39	-
Total Department 25150 Math		58,853	-
12-1677-040100-25162-1310	Part-Time Instructors : Biology	34,646.00	
	- backfill for Cindy & Nahla (\$57.03/hr) total 27 LHE in Sp. 13		
	- backfill for Fall 2013 total 27 LHE @ 25%		
12-1677-040100-25162-3111	STRS - Instructional : Biology	2,858.00	
12-1677-040100-25162-3321	Medicare - Instructional : Biology	502.00	
12-1677-040100-25162-3431	H & W - Retiree Fund Inst : Biology	347.00	
12-1677-040100-25162-3511	SUI - Instructional : Biology	381.00	
12-1677-040100-25162-3611	WCI - Instructional : Biology	832.00	
Total Department 25162 Biolog	39	39,566	-
12-1677-190500-25163-1484	Int/Sum Beynd Contr-Reassigned : Chemistry	5,596	-
	- Nahla El Said (\$103.62/hr x 18 hrs/LHE x 3)		
12-1677-190500-25163-3115	STRS - Non-Instructional : Chemistry	462	-
12-1677-190500-25163-3325	Medicare - Non-Instructional : Chemistry	81	-
12-1677-190500-25163-3435	H & W - Retiree Fund Non-Inst : Chemistry	56	-
12-1677-190500-25163-3515	SUI - Non-Instructional : Chemistry	62	-

Board Approval Date: 10/08/12 Accountant: Dolly Paguirigan 6.1 (31)

CONTRACT PERIOD: 10/1/12 to 9/30/13

PROJ. ADM. Aracely Mora

CONTRACT INCOME: \$650,000

PROJ. DIR. Mary McMullin

CFDA #: 84.031S; Award #P031S100059

Date: 09/27/12

GL Accounts	Description	Debit	Credit
12-1677-190500-25163-3615	WCI - Non-Instructional : Chemistry	134	-
Total Department 25163 Chem	istry	6,391	-
12-1677-190200-25168-1484	Int/Sum Beynd Contr-Reassigned : Physics	5,003	-
	- Cindy Swift (\$92.65/hr x 18 hrs/LHE x 3)		
12-1677-190200-25168-3115	STRS - Non-Instructional : Physics	413	-
12-1677-190200-25168-3325	Medicare - Non-Instructional : Physics	73	-
12-1677-190200-25168-3435	H & W - Retiree Fund Non-Inst : Physics	50	-
12-1677-190200-25168-3515	SUI - Non-Instructional : Physics	55	-
12-1677-190200-25168-3615	WCI - Non-Instructional : Physics	120	-
Total Department 25168 Physic	CS	5,714	-
12-1677-611000-25169-2410	Inst Assistant - Ongoing : Science Learning C	27,018	-
	- (\$15.80/hr x 19 hrs/wk x 30 wks x 3)		
12-1677-611000-25169-3211	PERS - Instructional : Science Learning Cente	3,085	-
12-1677-611000-25169-3311	OASDHI - Instructional : Science Learning Cen	1,675	-
12-1677-611000-25169-3321	Medicare - Instructional : Science Learning C	392	-
12-1677-611000-25169-3431	H & W - Retiree Fund Inst : Science Learning	270	-
12-1677-611000-25169-3511	SUI - Instructional : Science Learning Center	297	-
12-1677-611000-25169-3611	WCI - Instructional : Science Learning Center	648	-
12-1677-611000-25169-1282	Contract Ext - Reassigned Time : SLC	3,838	-
	- Cindy Swift, Nahla El Said, Denis Foley (\$426.43/d x 3 days x 3)		
12-1677-611000-25169-1483	Beyond Contr - Reassigned Time : Science Lear	7,276	-
	- \$59.88 x 18 hrs/LHE x 3 LHE x 3 ses) F12, Sp.13 & F13 @ 25% - Denis		
12 1677 611000 25160 1404	Foley	5 505	
12-1677-611000-25169-1484	Int/Sum Beynd Contr-Reassigned : Science Lear	5,595	-
12-1677-611000-25169-2310	- SLC (3 LHE) - Denis Foley (\$103.62/hr x 18 hrs/LHE x 3) Classified Employees - Ongoing : Science Lear	20,189	_
12-1077-011000-23109-2310 	- Learning Facilitator(\$17.71/hr x 19 hrs/wk x 30 wks x 2)	20,169	-
12-1677-611000-25169-2320	Classified Employees - Hourly : Science Learn	10,095	_
	- Learning Facilitator(\$17.71/hr x 19 hrs/wk x 30 wks x 1)		
12-1677-611000-25169-2340	Student Assistants - Hourly : Science Learnin	45,911	-
	-Math/Sci - (\$13.25/hr x 11 hrs/wk x 21 wks x 15 students)		
12-1677-611000-25169-3115	STRS - Non-Instructional : Science Learning C	1,379	-
12-1677-611000-25169-3215	PERS - Non-Instructional : Science Learning C	2,305	-
12-1677-611000-25169-3315	OASDHI - Non-Instructional : Science Learning	1,252	-
12-1677-611000-25169-3325	Medicare - Non-Instructional : Science Learni	682	-
12-1677-611000-25169-3335	PARS - Non-Instructional : Science Learning C	131	-
12-1677-611000-25169-3435	H & W - Retiree Fund Non-Inst : Science Learn	929	-
12-1677-611000-25169-3515	SUI - Non-Instructional : Science Learning Ce	517	-

Board Approval Date: 10/08/12 Accountant: Dolly Paguirigan

CONTRACT PERIOD: 10/1/12 to 9/30/13

PROJ. ADM. Aracely Mora

CONTRACT INCOME: \$650,000

PROJ. DIR. Mary McMullin

CFDA #: 84.031S; Award #P031S100059

Date: 09/27/12

GL Accounts	Description	Debit	Credit
12-1677-611000-25169-3615	WCI - Non-Instructional : Science Learning Ce	2,230	-
12-1677-611000-25169-4210	Books, Mags & Ref Mat, Non-Lib : Science Lear	300	-
12-1677-611000-25169-4310	Instructional Supplies : Science Learning Cen	5,000	-
12-1677-611000-25169-5940	Reproduction/Printing Expenses : Science Lear	500	-
12-1677-611000-25169-6411	Equipment - Federal Progs >200 : Science Lear	24,099	-
12-1677-675000-25169-1483	Beyond Contr - Reassigned Time : Science Learning Ctr	2,000	-
	Stipends for Mentoring, Faculty-led Workshops and DLAs		
12-1677-675000-25169-3115	STRS - Non-Instructional : Science Learning C	165	-
12-1677-675000-25169-3325	Medicare - Non-Instructional : Science Learni	29	-
12-1677-675000-25169-3435	H & W - Retiree Fund Non-Inst : Science Learn	20	-
12-1677-675000-25169-3515	SUI - Non-Instructional : Science Learning Ce	22	-
12-1677-675000-25169-3615	WCI - Non-Instructional : Science Learning Ce	48	
12-1677-675000-25169-4710	Food and Food Service Supplies : Science Lear	600	-
12-1677-675000-25169-5210	Conference Expenses : Science Learning Center	1,000	-
Total Department 25169 Scien	ce Learning Center	169,497	•
12-1677-631000-29325-1430	Part-Time Counselors : Counseling	27,821	-
	- Phil Crabill (Sp13: \$50.90/hr x 23 hrs/wk x 17 wks)		
	- Dora Contreras (Sp13: \$46.17 x 3 hrs/wk x 17 wks)		
	- Fall 2013 - same as Spring 2013 @ 25%		
12-1677-631000-29325-1435	Int/Sum - Counselors,Part-Time : Counseling	14,082	-
	- Phil Crabill (Int13: \$50.90/hr x 15 hrs/wk x 4 wks); Sum13: \$50.90/hr x 23 hrs/wk x 8 wks)		
	- Dora Contreras (Sum13: \$46.17 x 3 hrs/wk x 4 wks); Sum13: \$46.17/hr		
	x 3 hrs/wk x 8 wks)		
12-1677-631000-29325-2340	Student Assistants - Hourly : Counseling	5,963	-
	- (\$13.25/hr x 15 hrs/wk x 30 wks)		
12-1677-631000-29325-3115	STRS - Non-Instructional : Counseling	3,214	-
12-1677-631000-29325-3215	PERS - Non-Instructional : Counseling	526	
12-1677-631000-29325-3315	OASDHI - Non-Instructional : Counseling	286	
12-1677-631000-29325-3325	Medicare - Non-Instructional : Counseling	608	-
12-1677-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	479	-
12-1677-631000-29325-3515	SUI - Non-Instructional : Counseling	461	-
12-1677-631000-29325-3615	WCI - Non-Instructional : Counseling	1,149	
12-1677-631000-29325-4610	Non-Instructional Supplies : Counseling	500	-
12-1677-631000-29325-5940	Reproduction/Printing Expenses : Counseling	500	-
Total Department 29325 Coun	55,589	-	
Total Project 1677 Title V SCC	Dev HSI Prog Yr 3	650,000	650,000

Board Approval Date: 10/08/12 Accountant: Dolly Paguirigan 6.1 (33)

SPECIAL PROJECT DETAILED BUDGET # 1xxx NAME: Upward Bound Math and Science - Year 1of 5 (SCC) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 10/1/12 - 9/30/13 PROJ. ADM. John Hernandez CONTRACT INCOME: \$250,000 PROJ. DIR. Loretta Jordan

CFDA #: 84.047M; Award #P047M120539

Date: 9/28/12

GL Accounts	Description	Debit	Credit
12-1xxx-000000-20000-8120	Higher Education Act : Santiago Canyon College		250,000
12-1xxx-499900-2xxxx-1480	Part-Time Reassigned Time	-	· · · · · · · · · · · · · · · · · · ·
12-1xxx-499900-2xxxx-1483	Beyond Contract Reassigned Time (curriculum	3,200	
	development for activities for Science Saturdays)		
12-1xxx-499900-2xxxx-3115	STRS - Non-Instructional	264	
12-1xxx-499900-2xxxx-3325	Medicare - Non-instructional	46	
12-1xxx-499900-2xxxx-3335	PARS - Non-instructional	-	
12-1xxx-499900-2xxxx-3435	H & W Ret Fnd - Non-instructional	32	
12-1xxx-499900-2xxxx-3515	SUI - Non-instructional	52	
12-1xxx-499900-2xxxx-3615	WCI - Non-instructional	77	
12-1xxx-499900-2xxxx-1310	Part-Time Instructors (Saturday Science)	4,320	
12-1xxx-499900-2xxxx-1315	Int/Sum-Instructors,Part-Time (summer program)	6,480	
12-1xxx-499900-2xxxx-3111	STRS - Instructional	891	
12-1xxx-499900-2xxxx-3321	Medicare - Instructional	157	
12-1xxx-499900-2xxxx-3331	PARS - Instructional	-	
12-1xxx-499900-2xxxx-3431	H & W - Retiree Fund Inst	108	
12-1xxx-499900-2xxxx-3511	SUI - Instructional	174	
12-1xxx-499900-2xxxx-3611	WCI - Instructional	260	
12-1xxx-649000-2xxxx-2110	Classified Management - Project Director 100%	77,319	
12-1xxx-649000-2xxxx-2320	Short-Term Hourly (student services specialists,	31,221	
	residential assistants)		
12-1xxx-649000-2xxxx-2340	Student Assistants - Hourly	16,200	
12-1xxx-649000-2xxxx-3215	PERS - Non-instructional	8,822	
12-1xxx-649000-2xxxx-3315	OASDHI - Non-instructional	4,998	
12-1xxx-649000-2xxxx-3325	Medicare - Non-instructional	1,621	
12-1xxx-649000-2xxxx-3335	PARS - Non-instructional	406	
12-1xxx-649000-2xxxx-3415	Health & Welfare - Non-instructional	15,203	
12-1xxx-649000-2xxxx-3435	H & W Ret Fnd - Non-instructional	1,379	
12-1xxx-649000-2xxxx-3515	SUI - Non-instructional	1,800	
12-1xxx-649000-2xxxx-3615	WCI - Non-instructional	3,073	
12-1xxx-649000-2xxxx-3915	Other Fringe - Non-instructional	3,300	
12-1xxx-649000-2xxxx-4310	Supplies - Instructional	1,000	
12-1xxx-649000-2xxxx-4610	Supplies - Non-Instructional	600	
12-1xxx-649000-2xxxx-4710	Food & Food Service (end-of-year banquet & food	4,000	
	for summer program)		
12-1xxx-649000-2xxxx-5100	Contracted Services : Upward Bound	35,360	
12-1xxx-649000-2xxxx-5805	Awards & Incentives (participants & mentors)	1,600	

Original Budget Board Approval Date: October 8, 2012

Prepared by: Sarah Santoyo Page 1 of 2 Accountant: TBD 6.1 (34)

SPECIAL PROJECT DETAILED BUDGET # 1xxx NAME: Upward Bound Math and Science - Year 1of 5 (SCC) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 10/1/12 - 9/30/13 PROJ. ADM. John Hernandez CONTRACT INCOME: \$250,000 PROJ. DIR. Loretta Jordan

CFDA #: 84.047M; Award #P047M120539

Date: 9/28/12

GL Accounts	Description	Debit	Credit
12-1xxx-649000-2xxxx-5850	Fingerprinting	800	
12-1xxx-649000-2xxxx-5905	Other Participant Travel Exp : Upward Bound	-	
12-1xxx-649000-2xxxx-5966	Transportation - Student : Upward Bound	2,400	
12-1xxx-675000-2xxxx-5210	Conference Expenses : Upward Bound	3,559	
12-1xxx-732000-2xxxx-7620	Fees paid for students (entrance fees field trip sites)	3,720	
12-1xxx-732000-2xxxx-7670	Other Exp Paid for Students : Upward Bound	-	
12-1xxx-679000-2xxxx-5865	Indirect 8% on modified direct costs, excludes food for summer program, residential program, awards & incentives, and stipends	15,558	
	Upward Bound IV - Year 1	250,000	250,000

Accountant: TBD 6.1 (35)

SPECIAL PROJECT DETAILED BUDGET # 1xxx NAME: Veterans Upward Bound - Year 1of 5 (SAC) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 10/1/12 - 9/30/13 PROJ. ADM. Lilia Tanakeyowma CONTRACT INCOME: \$250,000 PROJ. DIR. Loy Nashua

CFDA #: 84.047V; Award #P04V120138

Date: 9/28/12

	1		
GL Accounts	Description	Debit	Credit
12-1xxx-000000-10000-8120	Higher Education Act : Santa Ana College		250,000
12-1xxx-631000-1xxxx-1430	Part-Time Counselor	9,162	
12-1xxx-631000-1xxxx-1433	Beyond Contract Counselor	-	
12-1xxx-631000-1xxxx-1434	Int/Sum Beyond Contract Counselor	-	
12-1xxx-631000-1xxxx-1435	Int/Sum Part-Time Counselor	7,927	
12-1xxx-631000-1xxxx-3115	STRS - Non-Instructional	1,410	
12-1xxx-631000-1xxxx-3325	Medicare - Non-instructional	248	
12-1xxx-631000-1xxxx-3335	PARS - Non-instructional	-	
12-1xxx-631000-1xxxx-3435	H & W Ret Fnd - Non-instructional	171	
12-1xxx-631000-1xxxx-3515	SUI - Non-instructional	275	
12-1xxx-631000-1xxxx-3615	WCI - Non-instructional	410	
12-1xxx-499900-1xxxx-1310	Part-Time Instructors (pre-college prep)	3,000	
12-1xxx-499900-1xxxx-1315	Int/Sum-Instructors,Part-Time (pre-college prep)	1,790	
12-1xxx-499900-1xxxx-3111	STRS - Instructional	395	
12-1xxx-499900-1xxxx-3321	Medicare - Instructional	69	
12-1xxx-499900-1xxxx-3331	PARS - Instructional	-	
12-1xxx-499900-1xxxx-3431	H & W - Retiree Fund Inst	48	
12-1xxx-499900-1xxxx-3511	SUI - Instructional	77	
12-1xxx-499900-1xxxx-3611	WCI - Instructional	115	
12-1xxx-648000-1xxxx-2130	Contract Classified (student services coordinator &	98,527	
	outreach specialist)	,	
12-1xxx-648000-1xxxx-2310	Ongoing Classified (administrative clerk)	19,141	
12-1xxx-648000-1xxxx-2320	Short-Term Hourly (tutors)	9,209	
12-1xxx-648000-1xxxx-3215	PERS - Non-instructional	13,434	
12-1xxx-648000-1xxxx-3315	OASDHI - Non-instructional	7,463	
12-1xxx-648000-1xxxx-3325	Medicare - Non-instructional	1,879	
12-1xxx-648000-1xxxx-3335	PARS - Non-instructional	120	
12-1xxx-648000-1xxxx-3415	Health & Welfare - Non-instructional	36,296	
12-1xxx-648000-1xxxx-3435	H & W Ret Fnd - Non-instructional	1,296	
12-1xxx-648000-1xxxx-3515	SUI - Non-instructional	2,086	
12-1xxx-648000-1xxxx-3615	WCI - Non-instructional	3,110	
12-1xxx-648000-1xxxx-3915	Other Fringe - Non-instructional	2,700	
12-1xxx-648000-1xxxx-4310	Supplies - Instructional	,	
12-1xxx-648000-1xxxx-4610	Supplies - Non-Instructional	600	
12-1xxx-648000-1xxxx-4710	Food & Food Service (end-of-year banquet & food	1,000	
	for summer program)	_,,,,,	
12-1xxx-648000-1xxxx-5100	Contracted Services (KeyTrain for 25 participants)	2,500	
12-1xxx-648000-1xxxx-5805	Awards & Incentives (participants & mentors)	564	

Original Budget Board Approval Date: October 8, 2012 Prepared by: Sarah Santoyo

Accountant: TBD 6.1 (36) Page 1 of 2

SPECIAL PROJECT DETAILED BUDGET # 1xxx NAME: Veterans Upward Bound - Year 1of 5 (SAC) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 10/1/12 - 9/30/13 PROJ. ADM. Lilia Tanakeyowma

CONTRACT INCOME: \$250,000 PROJ. DIR. Loy Nashua

CFDA #: 84.047V; Award #P04V120138

Date: 9/28/12

GL Accounts	Description	Debit	Credit
12-1xxx-648000-1xxxx-6410	Equipment \$1,000+ (desktop computers)	2,400	
12-1xxx-648000-1xxxx-6411	Equipment - Fed Programs \$200+ (printer)	500	
12-1xxx-675000-1xxxx-5210	Conference Expenses : Upward Bound	3,559	
12-1xxx-679000-1xxxx-5865	Indirect 8%	18,519	
	Upward Bound IV - Year 1	250,000	250,000

6.1 (37)

NAME: WIA Title II, Sec. 231 : ASE/GED - SANTA ANA COLLEGE (Centennial Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

PRJ. ADMIN. James Kennedy

CONTRACT INCOME: \$210,376 PRJ. DIR. Nilo Lipiz Date: 9/24/2012 CFDA #: 84.002

		Existing Budget Revised Budget		Budget	Budget Ch	ange (+/-)	
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1101_000000_10000_8199	Other Federal Revenues : Santa Ana College		205,368		210,376		5,008
12_1101_493062_18200_1250	Contract Coordinator : SAC Continuing Ed-Inst	0		42,985		42,985	
	Susan Garnett, ASE Coordinator @ 50%						
12_1101_493062_18200_1252	Contract Extension-Coordinator : SAC Continui	1,177		0			1,177
12_1101_493062_18200_1450	Part-Time Coordinators : SAC Continuing Ed-In	0		31,518		31,518	
	Int/Sum - Coordinators, PT : SAC Continuing E	0		3,575		3,575	
12_1101_493062_18200_2410	Inst Assistant - Ongoing : SAC Continuing Ed-	23,773		0			23,773
<u>12_1101_493062_18200_2420</u>	Inst Assistant - Hourly : SAC Continuing Ed-I	29,000		25,000			4,000
12_1101_493062_18200_3115	STRS - Non-Instructional : SAC Continuing Ed-	98		6,441		6,343	
12_1101_493062_18200_3211	PERS - Instructional : SAC Continuing Ed-Inst	5,764		2,854			2,910
12_1101_493062_18200_3311	OASDHI - Instructional : SAC Continuing Ed-In	3,272		1,550			1,722
12_1101_493062_18200_3321	Medicare - Instructional : SAC Continuing Ed-	765		363			402
12_1101_493062_18200_3325	Medicare - Non-Instructional : SAC Continuing	18		1,141		1,123	
12_1101_493062_18200_3331	PARS - Instructional : SAC Continuing Ed-Inst	24		0			24
12_1101_493062_18200_3415	H & W - Non-Instructional : SAC Continuing Ed	0		11,268		11,268	
12_1101_493062_18200_3431	H & W - Retiree Fund Inst : SAC Continuing Ed	528		250			278
12_1101_493062_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	12		787		775	
12_1101_493062_18200_3511	SUI - Instructional : SAC Continuing Ed-Instr	850		275			575
12_1101_493062_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	19		866		847	
12_1101_493062_18200_3611	WCI - Instructional : SAC Continuing Ed-Instr	1,267		600			667
12_1101_493062_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	29		1,889		1,860	
12_1101_493062_18200_3915	Other Benefits - Non-Instruct : SAC Continuin	0		625		625	
12_1101_493062_18200_4210	Books, Mags & Ref Mat, Non-Lib : SAC Continui	13,778		7,000			6,778
12_1101_493062_18200_4310	Instructional Supplies : SAC Continuing Ed-In	4,565		8,504		3,939	
12_1101_493062_18200_4610	Non-Instructional Supplies : SAC Continuing E	5,000		10,000		5,000	
12_1101_493062_18200_5100	Contracted Services : SAC Continuing Ed-Instr	4,289		600			3,689
12_1101_493062_18200_5630	Maint Contract - Office Equip : SAC Continuin	4,535		4,535		0	
12_1101_493062_18200_5845	Excess/Copies Useage : SAC Continuing Ed-Inst	2,000		2,000		0	
12_1101_493062_18200_5895	Other Licenses & Fees : SAC Continuing Ed-Ins	48		48		0	_
12_1101_493062_18200_5940	Reproduction/Printing Expenses : SAC Continui	200		200		0	
12_1101_493062_18200_5950	Software License and Fees : SAC Continuing Ed	2,200		2,160			40
12_1101_493062_18200_6411	Equipment - Federal Progs >200 : SAC Continui	30,828		4,376			26,452

Original Budget Prepared by: Maria Gil

NAME: WIA Title II, Sec. 231 : ASE/GED - SANTA ANA COLLEGE (Centennial Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$210,376

CFDA #: 84.002

PRJ. ADMIN. James Kennedy

PRJ. DIR. Nilo Lipiz

Date: 9/24/2012

		Existing	Budget	Revised	Budget	Budget Ch	ange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1101_601000_18100_1410	Part-Time Academic Management : Continuing Ed	39,000		20,825			18,175
	Robert Nelson (no STRS)						
12_1101_601000_18100_3115	STRS - Non-Instructional : Continuing Educati	2,021		0			2,021
12_1101_601000_18100_3325	Medicare - Non-Instructional : Continuing Edu	565		302			263
12_1101_601000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	390		208			182
12_1101_601000_18100_3515	SUI - Non-Instructional : Continuing Educatio	628		229			399
12_1101_601000_18100_3615	WCI - Non-Instructional : Continuing Educatio	935		500			435
12_1101_602000_18200_1480	Part-Time Reassigned Time : SAC Continuing Ed	5,727		3,102			2,625
	Int/Sum Beynd Contr-Reassigned : SAC Continui	12,000		0			12,000
12_1101_602000_18200_3115	STRS - Non-Instructional : SAC Continuing Ed-	1,463		256			1,207
12_1101_602000_18200_3325	Medicare - Non-Instructional : SAC Continuing	257		45			212
12_1101_602000_18200_3335	PARS - Non-Instructional : SAC Continuing Ed-	16		0			16
12_1101_602000_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	177		31			146
12_1101_602000_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	285		34			251
12_1101_602000_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	259		74			185
	Part-Time Reassigned Time : Continuing Educat	498		0			498
12_1101_619000_18100_3115	STRS - Non-Instructional : Continuing Educati	41		0			41
12_1101_619000_18100_3325	Medicare - Non-Instructional : Continuing Edu	7		0			7
12_1101_619000_18100_3335	PARS - Non-Instructional : Continuing Educati	6		0			6
12_1101_619000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	5		0			5
12_1101_619000_18100_3515	SUI - Non-Instructional : Continuing Educatio	8		0			8
12_1101_619000_18100_3615	WCI - Non-Instructional : Continuing Educatio	12		0			12
	Int/Sum - Reassigned Time, PT : Continuing Ed	0		11,540		11,540	
12_1101_649000_18100_3115	STRS - Non-Instructional : Continuing Educati	0		952		952	
12_1101_649000_18100_3325	Medicare - Non-Instructional : Continuing Edu	0		167		167	
12_1101_649000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	0		115		115	
12_1101_649000_18100_3515	SUI - Non-Instructional : Continuing Educatio	0		127		127	
12_1101_649000_18100_3615	WCI - Non-Instructional : Continuing Educatio	0		277		277	
12_1101_675000_18100_1480	Part-Time Reassigned Time : Continuing Educat	126		157		31	
	Int/Sum Beynd Contr-Reassigned : Continuing E	1,000		0			1,000
	Int/Sum - Reassigned Time, PT : Continuing Ed	5,000		2			4,998
12_1101_675000_18100_3115	STRS - Non-Instructional : Continuing Educati	505		13			492

Original Budget

NAME: WIA Title II, Sec. 231 : ASE/GED - SANTA ANA COLLEGE (Centennial Education Center)

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$210,376

CFDA #: 84.002

PRJ. ADMIN. James Kennedy

PRJ. DIR. Nilo Lipiz

Date: 9/24/2012

		Existing Budget		dget Revised Budget		Budget Change (+/-)	
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1101_675000_18100_3325	Medicare - Non-Instructional : Continuing Edu	89		2			87
12_1101_675000_18100_3335	PARS - Non-Instructional : Continuing Educati	2		0			2
12_1101_675000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	61		2			59
12_1101_675000_18100_3515	SUI - Non-Instructional : Continuing Educatio	99		2			97
12_1101_675000_18100_3615	WCI - Non-Instructional : Continuing Educatio	147		4			143
	Total 1101 - CEC 231 Adult Secondary Education	205,368	205,368	210,376	210,376	123,067	123,067

Original Budget

Prepared by: Maria Gil

Board Approval Date: October 8, 2012

Accountant: Melissa Tran

NAME: WIA Title II, Sec. 231 : ABE/ESL/Family Literacy/VESL/VABE - SANTA ANA COLLEGE (Centennial Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,331,008

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo

Date: 9/24/2012

		Existing	Budget	Revised	l Budget	Budget Cl	nange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1102_000000_10000_8199	Other Federal Revenues : Santa Ana College		1,125,042		1,331,008		205,966
12_1102_493060_18200_1250	Contract Coordinator : SAC Continuing Ed-Inst	0		42,985		42,985	
	Susan Garnett, ASE Coordinator @ 50%						
12_1102_493060_18200_1252	Contract Extension-Coordinator : SAC Continui	0		17,194		17,194	
12_1102_493060_18200_1450	Part-Time Coordinators : SAC Continuing Ed-In	0		31,518		31,518	
	Int/Sum - Coordinators, PT : SAC Continuing E	0		3,502		3,502	
12_1102_493060_18200_2340	Student Assistants - Hourly : SAC Continuing	5,600		5,600		0	
12_1102_493060_18200_2410	Inst Assistant - Ongoing : SAC Continuing Ed	2,309		36,024		33,715	
	Elida Sanchez @ \$15.80/hr.						
	Dieuthu Tran @ \$15.80/hr.						
	Jorge Vargas @ \$15.80/hr.						
	Inst Assistant - Hourly : SAC Continuing Ed-	0		3,000		3,000	
	STRS - Non-Instructional : SAC Continuing Ed-	0		7,854		7,854	
12_1102_493060_18200_3211	ÿ	27		1,713		1,686	
12_1102_493060_18200_3311		16		930		914	
12_1102_493060_18200_3321		51		566		515	
12_1102_493060_18200_3325		0		1,471		1,471	
12_1102_493060_18200_3331	<u> </u>	42		312		270	
12_1102_493060_18200_3415		0		11,268		11,268	
12_1102_493060_18200_3431	<u> </u>	91		390		299	
12_1102_493060_18200_3435		0		1,014		1,014	
12_1102_493060_18200_3511		42		429		387	
12_1102_493060_18200_3515		0		1,054		1,054	
12_1102_493060_18200_3611		217		937		720	
12_1102_493060_18200_3615		0		2,434		2,434	
12_1102_493060_18200_3915		0		625		625	
	Books, Mags & Ref Mat, Non-Lib : SAC Continui	3,000		5,275		2,275	
	Instructional Supplies : SAC Continuing Ed-In	1,449		6,582		5,133	
	Contract Coordinator : SAC Continuing Ed-Inst	80,909		0			80,909
	Part-Time Reassigned Time : SAC Continuing Ed	10,000		1,000			9,000
12_1102_493087_18200_1483	Beyond Contr - Reassigned Time : SAC Continui	3,324		3,779		455	

Original Budget Prepared by: Maria Gil

NAME: WIA Title II, Sec. 231 : ABE/ESL/Family Literacy/VESL/VABE - SANTA ANA COLLEGE (Centennial Education Center)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,331,008

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo Date: 9/24/2012

		Existing	Budget	Revised	Budget	Budget C	hange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1102_493087_18200_2130	Classified Employees : SAC Continuing Ed-Inst	52,152		52,657		505	
	Steve Tlaseca, Senior Clerk @ 100%						
12_1102_493087_18200_2410	Inst Assistant - Ongoing : SAC Continuing Ed	165,515		158,525			6,990
	Marysol Aguirre @ \$16.20/hr x 15 hrs/wk x 43 wks						
	Yesenia Barajas @ \$16.20/hr 19 hrs/wk x 48 wks						
	Linda Furlong-Diaz @ \$16.20/hr x 11 hrs/wk x 40 wks						
	Marisol Gahbler @ \$16.99/hr x 19 hrs/wk x 41 wks						
	Omar Gardea @ \$16.20/hr x 19 hrs/wk x 40 wks						
	Arturo Hernandez Morales @ \$15.80/hr 19 hrs/wk x 42 wks						
	Thu Huyen @ \$15.80/hr 15 hrs/wk x 40 wks						
	Emelda Mendoza @ \$16.20/hr 19 hrs/wk x 48 wks						
	Lilia Nieto @ \$16.20/hr 11 hrs/wk x 40 wks						
	Rosalba Rodriguez @ \$15.80/hr 19 hrs/wk x 40 wks						
	Nancy Silva @ \$16.20/hr 19 hrs/wk x 44 wks						
	Liliana Valdovinos @ \$16.20/hr 19 hrs/wk x 48 wks						
	Slawa Wajner @ \$16.99/hr 18 hrs/wk x 40 wks						
	Fidel Zamudio @ \$16.99/hr 6 hrs/wk x 40 wks						
12_1102_493087_18200_2420	Inst Assistant - Hourly : SAC Continuing Ed-I	24,300		24,200			100
12_1102_493087_18200_3115	STRS - Non-Instructional : SAC Continuing Ed-	7,774		394			7,380
12_1102_493087_18200_3211	PERS - Instructional : SAC Continuing Ed-Inst	17,414		10,473			6,941
12_1102_493087_18200_3215	PERS - Non-Instructional : SAC Continuing Ed-	5,697		6,012		315	
12_1102_493087_18200_3311	OASDHI - Instructional : SAC Continuing Ed-In	11,904		5,687			6,217
12_1102_493087_18200_3315	OASDHI - Non-Instructional : SAC Continuing E	3,441		3,348			93
12_1102_493087_18200_3321	Medicare - Instructional : SAC Continuing Ed-	2,784		2,650			134
12_1102_493087_18200_3325	Medicare - Non-Instructional : SAC Continuing	2,189		852			1,337
12_1102_493087_18200_3331	PARS - Instructional : SAC Continuing Ed-Inst	304		1,183		879	
12_1102_493087_18200_3415	H & W - Non-Instructional : SAC Continuing Ed	27,700		6,555			21,145
12_1102_493087_18200_3431	H & W - Retiree Fund Inst : SAC Continuing Ed	1,920		1,827			93
12_1102_493087_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	1,510		588			922
12_1102_493087_18200_3511	SUI - Instructional : SAC Continuing Ed-Instr	3,091		2,010			1,081
12_1102_493087_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	2,399		647			1,752
12_1102_493087_18200_3611	WCI - Instructional : SAC Continuing Ed-Instr	4,608		4,385			223

Original Budget

Prepared by: Maria Gil

NAME: WIA Title II, Sec. 231 : ABE/ESL/Family Literacy/VESL/VABE - SANTA ANA COLLEGE (Centennial Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,331,008

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo

Date: 9/24/2012

		Existing	Budget	Revised	Budget	Budget Cl	nange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1102_493087_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	3,624		1,411			2,213
	Other Benefits - Non-Instruct : SAC Continuin	2,600		1,350			1,250
12_1102_493087_18200_4210	Books, Mags & Ref Mat, Non-Lib : SAC Continui	11,700		8,401			3,299
	Instructional Supplies : SAC Continuing Ed-In	14,321		12,964			1,357
	Non-Instructional Supplies : SAC Continuing E	34,693		31,362			3,331
12_1102_493087_18200_5100	Contracted Services : SAC Continuing Ed-Instr	1,552		0			1,552
12_1102_493087_18200_5300	Inst Dues & Memberships : SAC Continuing Ed-I	25		0			25
12_1102_493087_18200_5610	Lease Agreement - Equipment : SAC Continuing	4,739		4,739		0	
12_1102_493087_18200_5630	Maint Contract - Office Equip : SAC Continuin	220		451		231	
12_1102_493087_18200_5650	Rental - Facility (Short-term) : SAC Continui	56,594		89,782		33,188	
12_1102_493087_18200_5940	Reproduction/Printing Expenses : SAC Continui	3,242		10,000		6,758	
12_1102_493087_18200_5950	Software License and Fees : SAC Continuing Ed	451		1,242		791	
12_1102_493087_18200_6411	Equipment - Federal Progs >200 : SAC Continui	20,663		45,000		24,337	
12_1102_493087_18200_6419	Equip/Software - >\$200 <\$1,000 : SAC Continui	2,179		0			2,179
12_1102_499900_18200_2130	Classified Employees : SAC Continuing Ed-Inst	0		26,091		26,091	
	Margaret Caudillo, Instr. Center Technician @ 50%						
12_1102_499900_18200_2420	Inst Assistant - Hourly : SAC Continuing Ed-I	8,000		2,500			5,500
12_1102_499900_18200_3211	PERS - Instructional : SAC Continuing Ed-Inst	874		285			589
12_1102_499900_18200_3215	PERS - Non-Instructional : SAC Continuing Ed-	0		2,979		2,979	
12_1102_499900_18200_3311	OASDHI - Instructional : SAC Continuing Ed-In	495		155			340
12_1102_499900_18200_3315	OASDHI - Non-Instructional : SAC Continuing E	0		1,659		1,659	
12_1102_499900_18200_3321	Medicare - Instructional : SAC Continuing Ed-	116		36			80
12_1102_499900_18200_3325	Medicare - Non-Instructional : SAC Continuing	0		388		388	
12_1102_499900_18200_3331		7		0			7
12_1102_499900_18200_3415	H & W - Non-Instructional : SAC Continuing Ed	0		5,430		5,430	
12_1102_499900_18200_3431	H & W - Retiree Fund Inst : SAC Continuing Ed	80		25			55
12_1102_499900_18200_3435		0		268		268	
12_1102_499900_18200_3511	SUI - Instructional : SAC Continuing Ed-Instr	129		28			101
12_1102_499900_18200_3515		0		294		294	
12_1102_499900_18200_3611		192		60			132
12_1102_499900_18200_3615	ÿ	0		642		642	
12_1102_499900_18200_3915	Other Benefits - Non-Instruct : SAC Continuin	0		675		675	

Original Budget

NAME: WIA Title II, Sec. 231 : ABE/ESL/Family Literacy/VESL/VABE - SANTA ANA COLLEGE (Centennial Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,331,008

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo

Date: 9/24/2012

		Existing	Budget	sudget Revised Budget		Budget Change (+/-)	
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1102_601000_18100_1410	Part-Time Academic Management : Continuing Ed	32,298		52,871		20,573	
12_1102_601000_18100_2130	Classified Employees : Continuing Education D	44,033		96,820		52,787	
	Pat Adame, Administrative Secretary @ 30%						
	Susie Albuja, Senior Clerk @ 30%						
	Georgia Matsuda, Administrative Secretary @ 30%						
	John Quimzon, Administrative Clerk @ 60%						
	Rosalind Smith, Administrative Secretary @ 20%						
12_1102_601000_18100_2310	Classified Employees - Ongoing : Continuing E	18,944		19,624		680	
12_1102_601000_18100_2320	Classified Employees - Hourly : Continuing Ed	26,000		23,500			2,500
	Overtime - Classified Employee : Continuing E	200		0			200
12_1102_601000_18100_3115	STRS - Non-Instructional : Continuing Educati	2,665		4,362		1,697	
12_1102_601000_18100_3215		9,741		15,977		6,236	
12_1102_601000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	5,596		8,819		3,223	
12_1102_601000_18100_3325		1,777		2,829		1,052	
12_1102_601000_18100_3415		12,736		23,099		10,363	
12_1102_601000_18100_3435		1,225		1,951		726	
12_1102_601000_18100_3515		1,973		2,146		173	
12_1102_601000_18100_3615	WCI - Non-Instructional : Continuing Educatio	2,942		4,683		1,741	
12_1102_601000_18100_3915		1,080		2,295		1,215	
12_1102_601000_18100_5100	Contracted Services : Continuing Education Di	5,353		4,500			853
	Mileage/Parking Expenses : Continuing Educati	700		1,000		300	
	Security Systems & Services : Continuing Educ	1,000		690			310
	Maint Contract - Office Equip : Continuing Ed	626		890		264	
12_1102_601000_18100_5845	Excess/Copies Useage : Continuing Education D	258		0			258
12_1102_601000_18100_5950	Software License and Fees : Continuing Education D	0		6,500		6,500	
12_1102_602000_18200_1480	Part-Time Reassigned Time : SAC Continuing Ed	4,426		7,886		3,460	
12_1102_602000_18200_1483	Beyond Contr - Reassigned Time : SAC Continuing Ed	0		4,311		4,311	
	Int/Sum - Reassigned Time, PT : SAC Continuin	5,458		1,330			4,128
	STRS - Non-Instructional : SAC Continuing Ed-	816		1,116		300	
12_1102_602000_18200_3325		144		196		52	
12_1102_602000_18200_3335	· ·	8		0			8
12_1102_602000_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	99		135		36	

Original Budget

Board Approval Date: October 8, 2012 Prepared by: Maria Gil Accountant: Melissa Tran 4 of 7

NAME: WIA Title II, Sec. 231 : ABE/ESL/Family Literacy/VESL/VABE - SANTA ANA COLLEGE (Centennial Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,331,008

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo

Date: 9/24/2012

		Existing	Budget	Revised	Budget	Budget C	hange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1102_602000_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	159		149			10
12_1102_602000_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	237		325		88	
12_1102_619000_18100_2130	Classified Employees : Continuing Education D	0		11,467		11,467	
	James King, Publications Assistant @ 30%						
12_1102_619000_18100_3215		0		1,309		1,309	
12_1102_619000_18100_3315		0		736		736	
12_1102_619000_18100_3325	Medicare - Non-Instructional : Continuing Edu	0		172		172	
12_1102_619000_18100_3415	H & W - Non-Instructional : Continuing Educat	0		4,072		4,072	
12_1102_619000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	0		119		119	
12_1102_619000_18100_3515	SUI - Non-Instructional : Continuing Educatio	0		131		131	
12_1102_619000_18100_3615	WCI - Non-Instructional : Continuing Educatio	0		285		285	
12_1102_619000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	0		405		405	
12_1102_620000_18100_2130	Classified Employees : Continuing Education D	0		26,008		26,008	
	Kristy Leung, Intermediate Clerk @ 30%						
	Christina Orozco, Senior Clerk @ 25%						
12_1102_620000_18100_2310	Classified Employees - Ongoing : Continuing	63,823		65,587		1,764	
	Evangelina Camarena, Intermediate Clerk, 0.475FTE						
	Olivia Lopez, Intermediate Clerk, 0.475FTE						
	Norma Meraz, Admissions Assistant, 0.475FTE						
	Isadora Romero, Intermediate Clerk, 0.475FTE						
12_1102_620000_18100_3215	PERS - Non-Instructional : Continuing Educati	6,971		8,534		1,563	
12_1102_620000_18100_3315		3,957		4,680		723	
12_1102_620000_18100_3325		925		1,339		414	
12_1102_620000_18100_3335	PARS - Non-Instructional : Continuing Educati	53		219		166	
12_1102_620000_18100_3415	H & W - Non-Instructional : Continuing Educat	0		8,144		8,144	
12_1102_620000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	638		923		285	
12_1102_620000_18100_3515		1,028		1,016			12
12_1102_620000_18100_3615		1,531		2,216		685	
12_1102_620000_18100_3915	ÿ	0		743		743	
12_1102_631000_18100_1430	Part-Time Counselors : Continuing Education D	80,543		65,629			14,914
	Int/Sum - Counselors,Part-Time : Continuing E	0		10,567		10,567	
12_1102_631000_18100_3115	STRS - Non-Instructional : Continuing Educati	6,645		6,286			359

Original Budget Prepared by: Maria Gil

NAME: WIA Title II, Sec. 231 : ABE/ESL/Family Literacy/VESL/VABE - SANTA ANA COLLEGE (Centennial Education Center)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,331,008

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo

Date: 9/24/2012

		Existing	Budget	Revised	Budget	Budget Cl	hange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1102_631000_18100_3325	Medicare - Non-Instructional : Continuing Edu	1,168		1,105			63
12_1102_631000_18100_3335	PARS - Non-Instructional : Continuing Educati	1,047		76			971
12_1102_631000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	805		762			43
12_1102_631000_18100_3515	SUI - Non-Instructional : Continuing Educatio	1,297		838			459
12_1102_631000_18100_3615	WCI - Non-Instructional : Continuing Educatio	1,933		1,829			104
12_1102_632000_18100_2310	Classified Employees - Ongoing : Continuing	15,512		15,675		163	
	Wenndy Aguilar, Counseling Assistant, 0.475FTE						
12_1102_632000_18100_3215	PERS - Non-Instructional : Continuing Educati	1,694		1,790		96	
12_1102_632000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	962		972		10	
	Medicare - Non-Instructional : Continuing Edu	225		227		2	
	H & W - Retiree Fund Non-Inst : Continuing Ed	155		157		2	
12_1102_632000_18100_3515	SUI - Non-Instructional : Continuing Educatio	250		172			78
12_1102_632000_18100_3615	WCI - Non-Instructional : Continuing Educatio	372		376		4	
12_1102_649000_18100_1450	Part-Time Coordinators : Continuing Education	0		0		0	
12_1102_649000_18100_1485	Int/Sum - Reassigned Time, PT : Continuing Ed	0		168		168	
12_1102_649000_18100_2130	Classified Employees : Continuing Education	0		5,788		5,788	
	Lorraine Melendez, Senior Account Clerk @ 10%						
12_1102_649000_18100_3215	PERS - Non-Instructional : Continuing Educati	0		661		661	
	OASDHI - Non-Instructional : Continuing Educa	0		367		367	
12_1102_649000_18100_3325	9	0		88		88	
12_1102_649000_18100_3335		0		2		2	
12_1102_649000_18100_3415		0		1,937		1,937	
12_1102_649000_18100_3435		0		61		61	
12_1102_649000_18100_3515		0		67		67	
12_1102_649000_18100_3615	<u> </u>	0		146		146	
12_1102_649000_18100_3915		0		135		135	
	Contracted Services : Continuing Education Di	14,000		19,932		5,932	
	Part-Time Reassigned Time : Continuing Educat	6,794		5,034			1,760
	Int/Sum - Reassigned Time, PT : Continuing Ed	19,321		0			19,321
12_1102_675000_18100_2310	Classified Employees - Ongoing : Continuing	16,012		16,566		554	
	Maureen Saunders, Intermediate Clerk, 0.475FTE						
<u> 12_1102_675000_18100_2320 </u>	Classified Employees - Hourly : Continuing Ed	0		4		4	

Original Budget Prepared by: Maria Gil

NAME: WIA Title II, Sec. 231 : ABE/ESL/Family Literacy/VESL/VABE - SANTA ANA COLLEGE (Centennial Education Center)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,331,008

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo

Date: 9/24/2012

		Existing	Budget	Revised	Budget	Budget Cl	nange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1102_675000_18100_3115	STRS - Non-Instructional : Continuing Educati	2,155		415			1,740
12_1102_675000_18100_3325	Medicare - Non-Instructional : Continuing Edu	611		313			298
12_1102_675000_18100_3335	PARS - Non-Instructional : Continuing Educati	400		216			184
12_1102_675000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	421		216			205
12_1102_675000_18100_3515	SUI - Non-Instructional : Continuing Educatio	678		238			440
12_1102_675000_18100_3615	WCI - Non-Instructional : Continuing Educatio	1,011		518			493
12_1102_675000_18100_5100	Contracted Services : Continuing Education Di	16,575		0			16,575
12_1102_675000_18100_5210	Conference Expenses : Continuing Education Di	20,236		3,500			16,736
12_1102_678000_18100_2320	Classified Employees - Hourly : Continuing Ed	35,678		19,747			15,931
	S. Oklander, Prj. Manager, \$44.88/hr.*10 hrs/wk*44 wks						
12_1102_678000_18100_3215	PERS - Non-Instructional : Continuing Educati	5,024		2,255			2,769
12_1102_678000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	2,852		1,224			1,628
12_1102_678000_18100_3325	Medicare - Non-Instructional : Continuing Edu	666		286			380
12_1102_678000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	459		197			262
12_1102_678000_18100_3515	SUI - Non-Instructional : Continuing Educatio	740		217			523
12_1102_678000_18100_3615	WCI - Non-Instructional : Continuing Educatio	1,106		474			632
	Total 1102 - CEC 231 English as a 2nd Language	1,125,042	1,125,042	1,331,008	1,331,008	477,440	477,440

Original Budget Prepared by: Maria Gil

NAME: WIA Title II: English Literacy and Civics Education - SANTA ANA COLLEGE (Centennial Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,065,845

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo Date: 9/24/2012

		Existing	Budget	Revised	Budget	Budget Ch	ange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1106_000000_10000_8199	Other Federal Revenues : Santa Ana College		1,103,148		1,065,845	37,303	
12_1106_493087_18200_1250	Contract Coordinator : SAC Continuing Ed-Inst	83,483		89,179		5,696	
	Jarek Janio, ESL/CASAS Coordinator @ 100%						
12_1106_493087_18200_1252	Contract Extension-Coordinator : SAC Continui	28,744		35,516		6,772	
	J. Janio; H. Kim						
12_1106_493087_18200_1480	Part-Time Reassigned Time : SAC Continuing Ed	12,000		14,000		2,000	
12_1106_493087_18200_1485	Int/Sum - Reassigned Time, PT : SAC Continuin	2,112		3,243		1,131	
12_1106_493087_18200_2310	Classified Employees - Ongoing : SAC Continui	13,588		13,262			326
	Santiago Loayza, Instr. Center Technician @ \$17.45/hr.						
12_1106_493087_18200_2410	Inst Assistant - Ongoing : SAC Continuing Ed	75,606		73,639			1,967
	Jarunee Chaikaew @ \$15.80/hr x 19 hrs/wk x 40 wks						
	Mary Chang @ \$15.80/hr x 18 hrs/wk x 40 wks						
	Stephen Crenshaw @ \$15.80/hr x 19 hrs/wk x 48 wks						
	Quyen Duong @ \$15.80/hr x 19 hrs/wk x 40 wks						
	Maria Knepper @ \$16.99/hr x 19 hrs/wk x 48 wks						
	Arturo Zamudio @ \$17.38/hr 12 hrs/wk x 40 wks						
12_1106_493087_18200_3115	STRS - Non-Instructional : SAC Continuing Ed-	10,414		11,710		1,296	
12_1106_493087_18200_3211	PERS - Instructional : SAC Continuing Ed-Inst	9,612		6,084			3,528
12_1106_493087_18200_3215	PERS - Non-Instructional : SAC Continuing Ed-	1,429		1,514		85	
12_1106_493087_18200_3311	OASDHI - Instructional : SAC Continuing Ed-In	5,456		3,304			2,152
12_1106_493087_18200_3315	OASDHI - Non-Instructional : SAC Continuing E	811		822		11	
12_1106_493087_18200_3321	Medicare - Instructional : SAC Continuing Ed-	1,276		1,068			208
12_1106_493087_18200_3325	Medicare - Non-Instructional : SAC Continuing	2,040		2,269		229	
12_1106_493087_18200_3331	PARS - Instructional : SAC Continuing Ed-Inst	89		265		176	
12_1106_493087_18200_3335	PARS - Non-Instructional : SAC Continuing Ed-	15		0			15
12_1106_493087_18200_3415	H & W - Non-Instructional : SAC Continuing Ed	19,478		21,166		1,688	
12_1106_493087_18200_3431	H & W - Retiree Fund Inst : SAC Continuing Ed	880		736			144
12_1106_493087_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	1,407		1,564		157	-
12_1106_493087_18200_3511	SUI - Instructional : SAC Continuing Ed-Instr	1,417		810			607
12_1106_493087_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	2,265		1,721			544
12_1106_493087_18200_3611	WCI - Instructional : SAC Continuing Ed-Instr	2,112		1,767			345
12_1106_493087_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	3,376		3,755		379	
12_1106_493087_18200_3915	Other Benefits - Non-Instruct : SAC Continuin	1,250		1,250		0	

Original Budget Prepared by: Maria Gil

NAME: WIA Title II: English Literacy and Civics Education - SANTA ANA COLLEGE (Centennial Education Center)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,065,845

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo Date: 9/24/2012

		Existing	Budget	Revised	Budget	Budget Ch	ange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1106_493087_18200_4210	Books, Mags & Ref Mat, Non-Lib : SAC Continui	5,107		2,719			2,388
12_1106_493087_18200_4310	Instructional Supplies : SAC Continuing Ed-In	23,429		0			23,429
12_1106_493087_18200_4320	Instructional Software : SAC Continuing Ed-In	3,264		0			3,264
12_1106_493087_18200_5610	Lease Agreement - Equipment : SAC Continuing	6,400		5,760			640
12_1106_493087_18200_5630	Maint Contract - Office Equip : SAC Continuin	500		227			273
12_1106_493087_18200_5650	Rental - Facility (Short-term) : SAC Continui	70,361		30,580			39,781
12_1106_493087_18200_5845	Excess/Copies Useage : SAC Continuing Ed-Inst	7,000		0			7,000
12_1106_493087_18200_6411	Equipment - Federal Progs >200 : SAC Continui	18,453		0			18,453
12_1106_493087_18200_6419	Equip/Software - >\$200 <\$1,000 : SAC Continui	1,215		0			1,215
12_1106_499900_18200_2130	Classified Employees : SAC Continuing Ed-Inst	0		19,432		19,432	
	Gloria Arvizu, Learning Center Specialist @ 50%						
12_1106_499900_18200_3215	PERS - Non-Instructional : SAC Continuing Ed-	0		2,219		2,219	
12_1106_499900_18200_3315	OASDHI - Non-Instructional : SAC Continuing E	0		1,247		1,247	
12_1106_499900_18200_3325	Medicare - Non-Instructional : SAC Continuing	0		292		292	
12_1106_499900_18200_3415	H & W - Non-Instructional : SAC Continuing Ed	0		5,427		5,427	
12_1106_499900_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	0		201		201	
12_1106_499900_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	0		221		221	
12_1106_499900_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	0		483		483	
12_1106_499900_18200_3915	Other Benefits - Non-Instruct : SAC Continuin	0		675		675	
<u>12_1106_601000_18100_1410</u>	Part-Time Academic Management : Continuing Ed	83,173		77,467			5,706
12_1106_601000_18100_2130	Classified Employees : Continuing Education D	90,373		192,860		102,487	
	Ma. Betancourt, Student Services Coordinator @ 100%						
	Margaret Caudillo, Instr. Center Technician @ 50%						
	Araceli Gonzalez, General Office Clerk @ 100%						
	John Quimzon, Administrative Clerk @ 60%						
	Kerry Penning, Intermediate Clerk @ 50%						
	Rosalind Smith, Administrative Secretary @ 30%						
	Classified Employees - Ongoing : Continuing E	17,683		16,647			1,036
12_1106_601000_18100_3115		6,490		4,955			1,535
12_1106_601000_18100_3215	PERS - Non-Instructional : Continuing Educati	11,536		23,920		12,384	
12_1106_601000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	6,721		13,299		6,578	
12_1106_601000_18100_3325	Medicare - Non-Instructional : Continuing Edu	2,713		4,234		1,521	
12_1106_601000_18100_3415	H & W - Non-Instructional : Continuing Educat	33,852		51,679		17,827	

Original Budget Prepared by: Maria Gil

NAME: WIA Title II: English Literacy and Civics Education - SANTA ANA COLLEGE (Centennial Education Center)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,065,845

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo Date: 9/24/2012

		Existing	Budget	Revised Budget		Budget Ch	ange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1106_601000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	1,870		2,920		1,050	
12_1106_601000_18100_3515	SUI - Non-Instructional : Continuing Educatio	3,012		3,212		200	
12_1106_601000_18100_3615	WCI - Non-Instructional : Continuing Educatio	4,490		7,007		2,517	
12_1106_601000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	2,790		4,995		2,205	
12_1106_601000_18100_4610	Non-Instructional Supplies : Continuing Educa	19,926		573			19,353
12_1106_601000_18100_5100	Contracted Services : Continuing Education Di	1,500		0			1,500
12_1106_601000_18100_5800	Advertising : Continuing Education Division	1,000		0			1,000
12_1106_601000_18100_5940	Reproduction/Printing Expenses : Continuing E	8,000		0			8,000
12_1106_601000_18100_5950	Software License and Fees : Continuing Educat	6,500		0			6,500
	Equipment - Federal Progs >200 : Continuing E	60,903		0			60,903
12_1106_602000_18200_1480	Part-Time Reassigned Time : SAC Continuing Ed	1,250		16			1,234
12_1106_602000_18200_3115	STRS - Non-Instructional : SAC Continuing Ed-	103		2			101
12_1106_602000_18200_3325	Medicare - Non-Instructional : SAC Continuing	18		0			18
12_1106_602000_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	13		0			13
12_1106_602000_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	20		0			20
12_1106_602000_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	30		0			30
12_1106_619000_18100_2130	Classified Employees : Continuing Education D	0		19,111		19,111	
	James King, Publications Assistant @ 50%						
12_1106_619000_18100_2310	Classified Employees - Ongoing : Continuing E	33,343		32,739			604
		2,580		0			2,580
12_1106_619000_18100_3215	PERS - Non-Instructional : Continuing Educati	3,924		5,342		1,418	
12_1106_619000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	2,227		2,943		716	
12_1106_619000_18100_3325	Medicare - Non-Instructional : Continuing Edu	521		762		241	
12_1106_619000_18100_3335	PARS - Non-Instructional : Continuing Educati	66		66		0	
12_1106_619000_18100_3415	H & W - Non-Instructional : Continuing Educat	0		6,786		6,786	
12_1106_619000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	360		525		165	
12_1106_619000_18100_3515	SUI - Non-Instructional : Continuing Educatio	578		578		0	
12_1106_619000_18100_3615	WCI - Non-Instructional : Continuing Educatio	862		1,261		399	
12_1106_619000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	0		675		675	
12_1106_649000_18100_2130	Classified Employees : Continuing Education D	48,870		60,052		11,182	
	Lorraine Melendez, Senior Account Clerk @ 20%						
	Teresa Verduzco, Senior Clerk @ 100%						

1 (50)

Original Budget Prepared by: Maria Gil

NAME: WIA Title II: English Literacy and Civics Education - SANTA ANA COLLEGE (Centennial Education Center)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,065,845

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo Date: 9/24/2012

		Existing	Budget	Revised	Budget	Budget Ch	ange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1106_649000_18100_2310	Classified Employees - Ongoing : Continuing E	14,284		13,460			824
	M. Zamudio, Learning Ctr. Specialist						
	\$17.71/hr x 19 hrs/wk x 40 wks						
12_1106_649000_18100_3215	PERS - Non-Instructional : Continuing Educati	8,498		8,393			105
12_1106_649000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	4,907		4,658			249
12_1106_649000_18100_3325	Medicare - Non-Instructional : Continuing Edu	1,147		1,089			58
12_1106_649000_18100_3415	H & W - Non-Instructional : Continuing Educat	17,726		23,220		5,494	
12_1106_649000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	791		751			40
12_1106_649000_18100_3515	SUI - Non-Instructional : Continuing Educatio	1,275		826			449
12_1106_649000_18100_3615	WCI - Non-Instructional : Continuing Educatio	1,900		1,803			97
12_1106_649000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	1,350		1,620		270	
12_1106_651000_18100_5100	Contracted Services : Continuing Education Di	24,031		0			24,031
12_1106_675000_18100_1480	Part-Time Reassigned Time : Continuing Educat	6,202		6,000			202
12_1106_675000_18100_1485	Int/Sum - Reassigned Time, PT : Continuing Ed	17,905		0			17,905
12_1106_675000_18100_3115	STRS - Non-Instructional : Continuing Educati	1,104		495			609
12_1106_675000_18100_3325	Medicare - Non-Instructional : Continuing Edu	192		87			105
12_1106_675000_18100_3335	PARS - Non-Instructional : Continuing Educati	3		0			3
12_1106_675000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	133		60			73
12_1106_675000_18100_3515	SUI - Non-Instructional : Continuing Educatio	213		66			147
12_1106_675000_18100_3615	WCI - Non-Instructional : Continuing Educatio	258		144			114
12_1106_675000_18100_5100	Contracted Services : Continuing Education Di	5,600		0			5,600
12_1106_675000_18100_5210	Conference Expenses : Continuing Education Di	2,378		0			2,378
12_1106_678000_18100_2320	Classified Employees - Hourly : Continuing Ed	57,775		19,747			38,028
	S. Oklander, Prj. Manager, \$44.88/hr.*10 hrs/wk*44 wks						
12_1106_678000_18100_3215	PERS - Non-Instructional : Continuing Educati	4,909		2,255			2,654
12_1106_678000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	2,786		1,224			1,562
12_1106_678000_18100_3325	Medicare - Non-Instructional : Continuing Edu	652		286			366
12_1106_678000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	450		197			253
12_1106_678000_18100_3515	SUI - Non-Instructional : Continuing Educatio	724		217			507
12_1106_678000_18100_3615	WCI - Non-Instructional : Continuing Educatio	1,079		474			605
12_1106_691000_18100_2130	Classified Employees : Continuing Education D	37,211		52,726		15,515	
12_1106_691000_18100_3215	PERS - Non-Instructional : Continuing Educati	2,851		6,020		3,169	
12_1106_691000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	1,659		3,353		1,694	

Original Budget Prepared by: Maria Gil

NAME: WIA Title II: English Literacy and Civics Education - SANTA ANA COLLEGE (Centennial Education Center)

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$1,065,845

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Sergio Sotelo

Date: 9/24/2012

		Existing Budget		Revised Budget		Budget Ch	ange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1106_691000_18100_3325	Medicare - Non-Instructional : Continuing Edu	388		784		396	
12_1106_691000_18100_3415	H & W - Non-Instructional : Continuing Educat	8,865		19,353		10,488	
12_1106_691000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	268		541		273	
12_1106_691000_18100_3515	SUI - Non-Instructional : Continuing Educatio	431		595		164	
12_1106_691000_18100_3615	WCI - Non-Instructional : Continuing Educatio	642		1,298		656	
12_1106_691000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	675		1,350		675	
	Total 1106 - CEC English Lit Civics Education	1,103,148	1,103,148	1,065,845	1,065,845	313,376	313,376

Original Budget

Prepared by: Maria Gil

Board Approval Date: October 8, 2012

Accountant: Melissa Tran

NAME: WIA Title II, Sec. 225 : ABE/ESL/VESL/VABE/ASE/GED : SANTA ANA COLLEGE (Centennial Education Center)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$105,844

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Christine Kosko

Date: 9/24/2012

		Existing	Budget	Revised	d Budget Cha		ange (+/-)
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1109_000000_10000_8199	Other Federal Revenues : Santa Ana College		160,060		105,844	54,216	
12_1109_499900_18200_1450	Part-Time Coordinators : SAC Continuing Ed-In	9,665		9,514			151
12_1109_499900_18200_1455	Int/Sum - Coordinators, PT : SAC Continuing E	2,869		2,684			185
12_1109_499900_18200_2410	Inst Assistant - Ongoing : SAC Continuing Ed	32,628		31,151			1,477
	Leticia Quiroz @ \$16.59/hr. x 19 hrs/wk x 50wks						
	Luz Navarrete @ \$16.20/hr x 19 hrs/wk x 50wks						
12_1109_499900_18200_2420	Inst Assistant - Hourly : SAC Continuing Ed-I	12,967		15,000		2,033	
12_1109_499900_18200_3211	PERS - Instructional : SAC Continuing Ed-Inst	1,914		5,269		3,355	
12_1109_499900_18200_3311	OASDHI - Instructional : SAC Continuing Ed-In	1,344		2,861		1,517	
12_1109_499900_18200_3321	Medicare - Instructional : SAC Continuing Ed-	908		669			239
12_1109_499900_18200_3325	Medicare - Non-Instructional : SAC Continuing	80		177		97	
12_1109_499900_18200_3331	PARS - Instructional : SAC Continuing Ed-Inst	814		0			814
12_1109_499900_18200_3335	PARS - Non-Instructional : SAC Continuing Ed-	163		159			4
12_1109_499900_18200_3431	H & W - Retiree Fund Inst : SAC Continuing Ed	626		462			164
12_1109_499900_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	55		122		67	
12_1109_499900_18200_3511	SUI - Instructional : SAC Continuing Ed-Instr	1,008		508			500
12_1109_499900_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	89		134		45	
12_1109_499900_18200_3611	WCI - Instructional : SAC Continuing Ed-Instr	1,503		1,108			395
12_1109_499900_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	133		293		160	
12_1109_499900_18200_4210	Books, Mags & Ref Mat, Non-Lib : SAC Continui	15,887		11,431			4,456
12_1109_499900_18200_4310	Instructional Supplies : SAC Continuing Ed-In	3,298		2,950			348
12_1109_499900_18200_4610	Non-Instructional Supplies : SAC Continuing E	8,035		1,803			6,232
12_1109_499900_18200_5630	Maint Contract - Office Equip : SAC Continuin	267		260			7
12_1109_499900_18200_5845	Excess/Copies Useage : SAC Continuing Ed-Inst	1,000		1,000			0
12_1109_499900_18200_5950	Software License and Fees : SAC Continuing Ed	2,100		2,100			0
12_1109_499900_18200_6411	Equipment - Federal Progs >200 : SAC Continui	52,302		5,743			46,559
12_1109_499900_18200_6419	Equip/Software - >\$200 <\$1,000 : SAC Continui	400		441		41	
12_1109_602000_18200_1480	Part-Time Reassigned Time : SAC Continuing Ed	6,500		4,275			2,225
12_1109_602000_18200_1485	Int/Sum - Reassigned Time, PT : SAC Continuin	0		2,228		2,228	
12_1109_602000_18200_3115	STRS - Non-Instructional : SAC Continuing Ed-	0		30		30	
12_1109_602000_18200_3325	Medicare - Non-Instructional : SAC Continuing	94		94			0
12_1109_602000_18200_3335	PARS - Non-Instructional : SAC Continuing Ed-	85		85			0
12_1109_602000_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	65		65			0

Original Budget Prepared by: Maria Gil

NAME: WIA Title II, Sec. 225 : ABE/ESL/VESL/VABE/ASE/GED : SANTA ANA COLLEGE (Centennial Education Center)

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/01/2012 - 6/30/2013

CONTRACT INCOME: \$105,844

CFDA #: 84.002

PRJ. ADMIN. James Kennedy PRJ. DIR. Christine Kosko

Date: 9/24/2012

		Existing Budget		Revised Budget		Budget Change (+/-)	
GL String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1109_602000_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	105		72			33
12_1109_602000_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	156		156			0
12_1109_675000_18100_5210	Conference Expenses : Continuing Education Di	3,000		3,000			0
	Total 1109 - CEC Jail 225 Adult Second Ed GED	160,060	160,060	105,844	105,844	63,789	63,789

Original Budget

Prepared by: Maria Gil

Board Approval Date: October 8, 2012

Accountant: Melissa Tran

NAME: WIA Title II, Sec. 231: ASE/GED - SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PRJ. ADMIN.: Jose Vargas CONTRACT INCOME: \$110,447 Date: 09/14/2012

CFDA #: 84.002

		Existing E	Budget	Revised	Budget	Budget Ch	ange (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1101_000000_20000_8199	Other Federal Revenues : Santiago Canyon Coll		109,272		110,447		1,175
12_1101_493062_28200_1480	Part-Time Reassigned Time : Orange Educ Ctr-I	3,000		0			3,000
12_1101_493062_28200_2410	Inst Assistant - Ongoing : Orange Educ Ctr-In	15,000		16,000		1,000	
	Blanca Cruz Real @ \$15.80/hr.						
	Yazmin Neri end of assignment 7/26/12.						
12_1101_493062_28200_3115	<u> </u>	83		0			83
12_1101_493062_28200_3211	<u> </u>	3,495		0			3,495
12_1101_493062_28200_3311	<u> </u>	1,984		0			1,984
12_1101_493062_28200_3321	Medicare - Instructional : Orange Educ Ctr-In	464		232			232
12_1101_493062_28200_3325	Medicare - Non-Instructional : Orange Educ Ct	15		0			15
12_1101_493062_28200_3331	PARS - Instructional : Orange Educ Ctr-Instru	0		208		208	
12_1101_493062_28200_3431	H & W - Retiree Fund Inst : Orange Educ Ctr-I	320		160			160
12_1101_493062_28200_3435	H & W - Retiree Fund Non-Inst : Orange Educ C	10		0			10
12_1101_493062_28200_3511	SUI - Instructional : Orange Educ Ctr-Instruc	515		176			339
12_1101_493062_28200_3515	SUI - Non-Instructional : Orange Educ Ctr-Ins	16		0			16
12_1101_493062_28200_3611	WCI - Instructional : Orange Educ Ctr-Instruc	768		384			384
12_1101_493062_28200_3615	WCI - Non-Instructional : Orange Educ Ctr-Ins	24		0			24
12_1101_493062_28200_4210	Books, Mags & Ref Mat, Non-Lib : Orange Educ	2,872		3,705		833	
12_1101_493062_28200_4310	Instructional Supplies : Orange Educ Ctr-Inst	1,510		3,879		2,369	
12_1101_493062_28200_5100	Contracted Services : Orange Educ Ctr-Instruc	7,591		0			7,591
12_1101_493062_28200_5605	Contracted Repair Services : Orange Educ Ctr-	339		0			339
12_1101_493062_28200_5950	Software License and Fees : Orange Educ Ctr-I	7,974		0			7,974
12_1101_493062_28200_6411	Equipment - Federal Progs >200 : Orange Educ	2,916		0			2,916
12_1101_601000_28100_5610	Lease Agreement - Equipment : Continuing Educ	18,186		12,342			5,844
12_1101_601000_28100_5845	Excess/Copies Useage : Continuing Education D	7,029		5,294			1,735
12_1101_602000_28100_1480	Part-Time Reassigned Time : Continuing Educat	843		0			843
	STRS - Non-Instructional : Continuing Educati	2,500		0			2,500
12_1101_602000_28100_3325	Ţ	440		0			440
12_1101_602000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	304		0			304

Original Budget Prepared by: Maria Gil

NAME: WIA Title II, Sec. 231: ASE/GED - SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PRJ. ADMIN.: Jose Vargas CONTRACT INCOME: \$110,447 Date: 09/14/2012

CFDA #: 84.002

		Existing E	Budget	Revised	Budget	Budget Ch	ange (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1101_602000_28100_3515	SUI - Non-Instructional : Continuing Educatio	488		0			488
12_1101_602000_28100_3615	WCI - Non-Instructional : Continuing Educatio	729		0			729
12_1101_602000_28200_1480	Part-Time Reassigned Time : Orange Educ Ctr-I	0		1,500		1,500	
12_1101_602000_28200_3115	STRS - Non-Instructional : Continuing Educati	0		124		124	
12_1101_602000_28200_3325	Medicare - Non-Instructional : Continuing Edu	0		22		22	
12_1101_602000_28200_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	0		15		15	
12_1101_602000_28200_3515	SUI - Non-Instructional : Continuing Educatio	0		17		17	
12_1101_602000_28200_3615	WCI - Non-Instructional : Continuing Educatio	0		36		36	
12_1101_631000_28100_1430	Part-Time Counselors : Continuing Education	0		36,000		36,000	
12_1101_631000_28100_1433	Beyond Contract - Counselors : Continuing Edu	9,427		11,600		2,173	
12_1101_631000_28100_1434	Int/Sum Beyond Contr-Counselor : Continuing E	15,221		7,628			7,593
	SU12: L. Aguilar, R. Frias, R. Salazar de la Torre						
	Beyond Contr - Reassigned Time : Continuing E	3,332		0			3,332
	STRS - Non-Instructional : Continuing Educati	1,053		4,555		3,502	
12_1101_631000_28100_3325	<u> </u>	185		801		616	
12_1101_631000_28100_3435	· · · · · · · · · · · · · · · · · · ·	128		552		424	
12_1101_631000_28100_3515	<u> </u>	205		608		403	
12_1101_631000_28100_3615	Ţ .	306		1,325		1,019	
12_1101_675000_28100_1480	Part-Time Reassigned Time : Continuing Educat	0		2,000		2,000	
12_1101_675000_28100_3115	Ţ	0		165		165	
12_1101_675000_28100_3325	· ·	0		29		29	
12_1101_675000_28100_3435		0		20		20	
12_1101_675000_28100_3515	<u> </u>	0		22		22	
12_1101_675000_28100_3615		0		48		48	
12_1101_675000_28100_5210	Conference Expenses : Continuing Education	0		1,000		1,000	
	Total 1101 - OEC 231 Adult Secondary Education	109,272	109,272	110,447	110,447	53,545	53,545

NAME: WIA Title II, Sec. 231: ABE/ESL/Family Literacy/VESL/VABE - SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PRJ. ADMIN.: Jose Vargas CONTRACT INCOME: \$559,807 Date: 09/14/2012

CFDA #: 84.002

		Existing	Budget	Revised	Budget	Budget Ch	ange (+/-)
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1102_000000_20000_8199	Other Federal Revenues : Santiago Canyon Coll		551,497		559,807		8,310
12_1102_493060_28200_2410	Inst Assistant - Ongoing : Orange Educ Ctr-In	20,000		20,000		0	
	Marc Colin						
12_1102_493060_28200_2420	Inst Assistant - Hourly : Orange Educ Ctr-Instruc	0		2,000		2,000	
12_1102_493060_28200_3211	PERS - Instructional : Orange Educ Ctr-Instru	2,185		2,512		327	
12_1102_493060_28200_3311	OASDHI - Instructional : Orange Educ Ctr-Inst	1,240		1,364		124	
12_1102_493060_28200_3321	Medicare - Instructional : Orange Educ Ctr-In	290		319		29	
12_1102_493060_28200_3431	H & W - Retiree Fund Inst : Orange Educ Ctr-I	200		220		20	
12_1102_493060_28200_3511	SUI - Instructional : Orange Educ Ctr-Instruc	324		242			82
12_1102_493060_28200_3611	WCI - Instructional : Orange Educ Ctr-Instruc	480		528		48	
12_1102_493060_28200_4210	Books, Mags & Ref Mat, Non-Lib : Orange Educ	542		2,500		1,958	
12_1102_493060_28200_4310	Instructional Supplies : Orange Educ Ctr-Instruction	0		2,000		2,000	
12_1102_493087_28200_1450	Part-Time Coordinators : Orange Educ Ctr-Inst	4,600		10,105		5,505	
12_1102_493087_28200_1480	Part-Time Reassigned Time : Orange Educ Ctr-I	1,098		0			1,098
12_1102_493087_28200_2410	Inst Assistant - Ongoing : Orange Educ Ctr-In	91,800		94,000		2,200	
	Maria Flores @ \$16.20/hr.						
	Anaisabelle Garcia @ \$15.80/hr +\$20.80PG/mth						
	Jazmin Martinez-Escutia @ \$15.80/hr.						
	Kelly Nakagawa @ \$15.80/hr.						
	Gloria Trujillo @ \$15.80/hr.						
	V. John Truong @ \$15.80/hr.						
	David Villalovos @ \$16.99/hr.						
10, 1100, 100007, 00000, 0115	Lupe Villalovos @ \$16.99/hr.	740		005		405	
12_1102_493087_28200_3115	<u> </u>	710		835		125	
12_1102_493087_28200_3211	PERS - Instructional : Orange Educ Ctr-Instru	10,027		10,655		628	
12_1102_493087_28200_3311	OASDHI - Instructional : Orange Educ Ctr-Inst	5,692		5,828		136	0.5
12_1102_493087_28200_3321	Medicare - Instructional : Orange Educ Ctr-In	1,398		1,363			35
12_1102_493087_28200_3325	Medicare - Non-Instructional : Orange Educ Ct	58		147		89	22
12_1102_493087_28200_3331	PARS - Instructional : Orange Educ Ctr-Instru	100		77			23
12_1102_493087_28200_3431	H & W - Retiree Fund Inst : Orange Educ Ctr-I	964		940			24
12_1102_493087_28200_3435	H & W - Retiree Fund Non-Inst : Orange Educ C	40		101		61	
12_1102_493087_28200_3511	SUI - Instructional : Orange Educ Ctr-Instruc	1,552		1,034			518
12_1102_493087_28200_3515	SUI - Non-Instructional : Orange Educ Ctr-Ins	64		111		47	

Original Budget Prepared by: Maria Gil

NAME: WIA Title II, Sec. 231: ABE/ESL/Family Literacy/VESL/VABE - SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PRJ. ADMIN.: Jose Vargas Date: 09/14/2012 CONTRACT INCOME: \$559,807

CFDA #: 84.002

		Existing	Existing Budget				Budget Change (+/-)	
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit	
12_1102_493087_28200_3611	WCI - Instructional : Orange Educ Ctr-Instruc	2,313		2,256			57	
12_1102_493087_28200_3615	93087_28200_3615 WCl - Non-Instructional : Orange Educ Ctr-Ins			243		147		
12_1102_493087_28200_4210	12_1102_493087_28200_4210 Books, Mags & Ref Mat, Non-Lib : Orange Educ			6,097			4,888	
12_1102_493087_28200_4310	Instructional Supplies : Orange Educ Ctr-Inst	1,288		2,300		1,012		
	Equipment - Federal Progs >200 : Orange Educ	32,176		5,786			26,390	
12_1102_601000_28100_1410	Part-Time Academic Management : Continuing Ed	16,528		20,000		3,472		
	Paul Huston (no STRS)							
	Medicare - Non-Instructional : Continuing Edu	254		290		36		
	H & W - Retiree Fund Non-Inst : Continuing Ed	175		200		25		
	SUI - Non-Instructional : Continuing Educatio	282		220			62	
	WCI - Non-Instructional : Continuing Educatio	420		480		60		
	Non-Instructional Supplies : Continuing Educa	15,847		13,856			1,991	
	Contracted Services : Continuing Education Di	5,000		0			5,000	
12_1102_601000_28100_5611	Lease Agreement - Facility : Continuing Educa	67,169		25,000			42,169	
	Maint Contract - Office Equip : Continuing Educ	0		4,000		4,000		
	Rental - Other (Short-term) : Continuing Educ	1,000		1,000		0		
	Excess/Copies Useage : Continuing Education D	1,698		1,290			408	
12_1102_601000_28100_6411	Equipment - Federal Progs >200 : Continuing E	1,713		7,000		5,287		
	Part-Time Reassigned Time : Orange Educ Ctr-I	0		2,000		2,000		
	STRS - Non-Instructional : Continuing Educati	0		139		139		
12_1102_602000_28200_3325		0		29		29		
12_1102_602000_28200_3335	<u> </u>	0		26		26		
12_1102_602000_28200_3435		0		20		20		
12_1102_602000_28200_3515	·	0		22		22		
12_1102_602000_28200_3615		0		48		48		
12_1102_619000_28100_2310	Classified Employees - Ongoing : Continuing E	0		11,631		11,631		
	Melven Herrera, Media Systems Electronic Tech.							
	0.475FTE (Grade 13 Step 3) @ 50%							
	PERS - Non-Instructional : Continuing Educati	0		1,328		1,328		
	OASDHI - Non-Instructional : Continuing Educa	0		721		721		
	Medicare - Non-Instructional : Continuing Edu	0		169		169		
12_1102_619000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	0		116		116		

Original Budget

Board Approved: October 8, 2012 Accountant: Melissa Tran

NAME: WIA Title II, Sec. 231: ABE/ESL/Family Literacy/VESL/VABE - SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PRJ. ADMIN.: Jose Vargas Date: 09/14/2012 CONTRACT INCOME: \$559,807

CFDA #: 84.002

		Existing	Existing Budget		l Budget	Budget Change (+/-)	
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1102_619000_28100_3515	SUI - Non-Instructional : Continuing Educatio	0		128		128	
12_1102_619000_28100_3615	WCI - Non-Instructional : Continuing Educatio	0		279		279	
12_1102_620000_28100_2130	Classified Employees : Continuing Education D	75,898		100,418		24,520	
	Victoria Dillon, Intermediate Clerk @ 40%						
	Diane Espitia, Student Program Specialist @ 22%						
	Maria Gutierrez-Lucero, Administrative Clerk @ 100%						
	Ascencion Ramirez, Admissions/Records Specialist III @ 35%						
	Gisela Rodriguez, Administrative Clerk @ 10%						
12_1102_620000_28100_3215		8,290		11,465		3,175	
12_1102_620000_28100_3315		4,837		6,399		1,562	
12_1102_620000_28100_3325		1,131		1,497		366	
12_1102_620000_28100_3415	H & W - Non-Instructional : Continuing Educat	15,658		22,059		6,401	
12_1102_620000_28100_3435	•	780		1,032		252	
12_1102_620000_28100_3515	SUI - Non-Instructional : Continuing Educatio	1,256		1,135			121
12_1102_620000_28100_3615		1,872		2,477		605	
12_1102_620000_28100_3915		2,120		2,795		675	
	Part-Time Counselors : Continuing Education D	5,400		35,000		29,600	
	Beyond Contract - Counselors : Continuing Edu	9,427		0			9,427
	Int/Sum - Counselors,Part-Time : Continuing E	11,297		0			11,297
	Beyond Contr - Reassigned Time : Continuing E	3,332		0			3,332
	STRS - Non-Instructional : Continuing Educati	2,430		2,888		458	
12_1102_631000_28100_3325	<u> </u>	428		508		80	
12_1102_631000_28100_3335		24		0			24
12_1102_631000_28100_3435	· · ·	295		350		55	
12_1102_631000_28100_3515	<u> </u>	475		385			90
12_1102_631000_28100_3615	9	707		840		133	
	Classified Employees : Continuing Education D	20,436		0			20,436
	Classified Employees - Hourly : Continuing Ed	19,500		28,000		8,500	
	Ma. Del Pilar Vasquez, Admin. Clerk @ \$19.30/hr.						
	Gabrielle Barrios, Admin. Clerk @ \$19.30/hr.						
	PERS - Non-Instructional : Continuing Educati	4,362		2,833			1,529
12_1102_632000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	2,518		1,736			782

Original Budget Prepared by: Maria Gil 3 of 4 Board Approved: October 8, 2012 Accountant: Melissa Tran

NAME: WIA Title II, Sec. 231 : ABE/ESL/Family Literacy/VESL/VABE - SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PRJ. ADMIN.: Jose Vargas Date: 09/14/2012 CONTRACT INCOME: \$559,807

CFDA #: 84.002

		Existing	Existing Budget		et Revised Budget		Budget Change (+/-)	
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit	
12_1102_632000_28100_3325	Medicare - Non-Instructional : Continuing Edu	589		406			183	
12_1102_632000_28100_3335	PARS - Non-Instructional : Continuing Educati	38		364		326		
12_1102_632000_28100_3415	H & W - Non-Instructional : Continuing Educat	5,227		0			5,227	
12_1102_632000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	406		280			126	
12_1102_632000_28100_3515	SUI - Non-Instructional : Continuing Educatio	654		308			346	
12_1102_632000_28100_3615	WCI - Non-Instructional : Continuing Educatio	975		672			303	
12_1102_632000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	675		0			675	
12_1102_649000_28100_2130	Classified Employees : Continuing Education D	27,087		37,336		10,249		
	Edna Tse, Auxiliary Services Specialist @ 67%							
12_1102_649000_28100_3215	PERS - Non-Instructional : Continuing Educati	2,959		4,263		1,304		
12_1102_649000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	1,721		2,371		650		
12_1102_649000_28100_3325	Medicare - Non-Instructional : Continuing Edu	403		554		151		
12_1102_649000_28100_3415	H & W - Non-Instructional : Continuing Educat	8,912		12,971		4,059		
12_1102_649000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	278		382		104		
12_1102_649000_28100_3515	SUI - Non-Instructional : Continuing Educatio	447		421			26	
12_1102_649000_28100_3615	WCI - Non-Instructional : Continuing Educatio	666		918		252		
12_1102_649000_28100_3915		679		905		226		
12_1102_675000_28100_1480	Part-Time Reassigned Time : Continuing Educat	1,000		2,000		1,000		
12_1102_675000_28100_3115		0		165		165		
12_1102_675000_28100_3325		0		29		29		
12_1102_675000_28100_3435		0		20		20		
12_1102_675000_28100_3515		0		22		22		
12_1102_675000_28100_3615		0		48		48		
12_1102_675000_28100_5210	Conference Expenses : Continuing Education Di				4,000			
	Total 1102 - OEC 231 English as a 2nd Language	551,497	551,497	559,807	559,807	144,979	144,979	

NAME: WIA Title II: English Literacy and Civics Education - SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PRJ. ADMIN.: Jose Vargas CONTRACT INCOME: \$319,617 Date: 09/14/2012

CFDA #: 84.002

		Existing Budget		Sudget Revised Budget		Budget Change (+/-	
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1106_000000_20000_8199	Other Federal Revenues : Santiago Canyon Coll		420,385		319,617	100,768	
12_1106_493087_28200_1450	Part-Time Coordinators : Orange Educ Ctr-Inst	55,000		48,595			6,405
12_1106_493087_28200_1455	12_1106_493087_28200_1455 Int/Sum - Coordinators, PT : Orange Educ Ctr-			8,149			959
12_1106_493087_28200_3115	STRS - Non-Instructional : Orange Educ Ctr-In	5,289		4,680			609
12_1106_493087_28200_3325	Medicare - Non-Instructional : Orange Educ Ct	930		823			107
12_1106_493087_28200_3335	PARS - Non-Instructional : Orange Educ Ctr-In	94		0			94
12_1106_493087_28200_3435	H & W - Retiree Fund Non-Inst : Orange Educ C	641		567			74
12_1106_493087_28200_3515	SUI - Non-Instructional : Orange Educ Ctr-Ins	1,032		624			408
12_1106_493087_28200_3615	WCI - Non-Instructional : Orange Educ Ctr-Ins	1,539		1,362			177
12_1106_493087_28200_4210	Books, Mags & Ref Mat, Non-Lib : Orange Educ	3,036		0			3,036
12_1106_493087_28200_4310	Instructional Supplies : Orange Educ Ctr-Inst	8,400		3,814			4,586
12_1106_493087_28200_4520	Repair & Replacement Parts : Orange Educ Ctr-	12,000		11,925			75
12_1106_493087_28200_5950	Software License and Fees : Orange Educ Ctr-I	976		0			976
12_1106_493087_28200_6411	Equipment - Federal Progs >200 : Orange Educ	30,148		0			30,148
12_1106_493090_28200_4210	Books, Mags & Ref Mat, Non-Lib : Orange Educ	270		0			270
12_1106_601000_28100_2130	Classified Employees : Continuing Education D	22,235		56,594		34,359	
	Sonia Gomez, Administrative Secretary @ 100%						
12_1106_601000_28100_3215	PERS - Non-Instructional : Continuing Educati	2,429		6,461		4,032	
12_1106_601000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	1,413		3,593		2,180	
12_1106_601000_28100_3325	Medicare - Non-Instructional : Continuing Edu	331		840		509	
12_1106_601000_28100_3415	H & W - Non-Instructional : Continuing Educat	7,389		19,362		11,973	
12_1106_601000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	228		579		351	
12_1106_601000_28100_3515	SUI - Non-Instructional : Continuing Educatio	367		637		270	
12_1106_601000_28100_3615	WCI - Non-Instructional : Continuing Educatio	547		1,391		844	
12_1106_601000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	563		1,350		787	
12_1106_601000_28100_4610	Non-Instructional Supplies : Continuing Educa	758		0			758
12_1106_601000_28100_5630	Maint Contract - Office Equip : Continuing Ed	3,000		2,765			235
12_1106_601000_28100_6411	Equipment - Federal Progs >200 : Continuing E	9,511		0			9,511
12_1106_601000_28100_6412	Equipment - Modular Furniture : Continuing Ed	2,387		0			2,387
12_1106_602000_28200_1480	Part-Time Reassigned Time : Orange Educ Ctr	0		1,000		1,000	
12_1106_602000_28200_3115	STRS - Non-Instructional : Orange Educ Ctr-In	0		83		83	

Original Budget

6.1 (61)

Prepared by: Maria Gil

Board Approved: October 8, 2012 Accountant: Melissa Tran

NAME: WIA Title II: English Literacy and Civics Education - SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

CONTRACT INCOME: \$319.617

CFDA #: 84.002

PRJ. ADMIN.: Jose Vargas

Date: 09/14/2012

Existing Budget Revised Budget Budget Change (+/-) GL Account String Description Credit Debit Credit Debit Credit Debit 12 1106 602000 28200 3325 Medicare - Non-Instructional: Orange Educ Ct 0 15 15 12 1106 602000 28200 3435 H & W - Retiree Fund Non-Inst : Orange Educ C 0 10 10 12_1106_602000_28200 3515 SUI - Non-Instructional: Orange Educ Ctr-Ins 0 11 11 WCI - Non-Instructional: Orange Educ Ctr-Ins 24 24 12 1106 602000 28200 3615 0 12 1106 620000 28100 2130 Classified Employees : Continuing Education D 98.244 78.446 19.798 Gloria Goss, Administrative Clerk @ 100% (1B-12B) Araceli Trujillo, Std Prg Specialist @ 100% (1B-6B) eff. 7/1/12-12/31/12 12_1106_620000_28100 3215 PERS - Non-Instructional : Continuing Educati 10,731 8,956 1,775 12 1106 620000 28100 3315 OASDHI - Non-Instructional: Continuing Educa 6.258 4.989 1.269 12 1106 620000 28100 3325 Medicare - Non-Instructional : Continuing Edu 297 1,464 1,167 12_1106_620000_28100 3415 H & W - Non-Instructional : Continuing Educat 38.463 31.254 7.209 12 1106 620000 28100 3435 H & W - Retiree Fund Non-Inst: Continuing Ed 805 205 1.010 12 1106 620000 28100 3515 SUI - Non-Instructional: Continuing Educatio 885 740 1,625 WCI - Non-Instructional: Continuing Educatio 492 12 1106 620000 28100 3615 2.423 1.931 12 1106 620000 28100 3915 Other Benefits - Non-Instruct : Continuing Ed 2.700 2.025 675 12 1106 631000 28100 1430 Part-Time Counselors : Continuing Education D 50.000 0 50,000 12 1106 631000 28100 2320 Classified Employees - Hourly : Continuing Ed 11.590 10.000 1.590 Anaisabelle Garcia @ \$15.80/hr. 12 1106 631000 28100 3115 STRS - Non-Instructional : Continuing Educati 4.125 4.125 0 12 1106 631000 28100 3215 PERS - Non-Instructional : Continuing Educati 1,142 0 1,142 12_1106_631000_28100 3315 OASDHI - Non-Instructional: Continuing Educa 0 620 620 12 1106 631000 28100 3325 Medicare - Non-Instructional : Continuing Edu 894 145 749 12 1106 631000 28100 3335 PARS - Non-Instructional: Continuing Educati 151 0 151 H & W - Retiree Fund Non-Inst: Continuing Ed 616 100 516 12 1106 631000 28100 3435 12 1106 631000 28100 3515 SUI - Non-Instructional: Continuing Educatio 992 110 882 WCI - Non-Instructional: Continuing Educatio 240 1.238 12 1106 631000 28100 3615 1.478 12 1106 675000 28100 1480 Part-Time Reassigned Time : Orange Educ Ctr 1.000 1.000 0 12 1106 675000 28100 3115 STRS - Non-Instructional : Orange Educ Ctr-In 0 83 83 Medicare - Non-Instructional : Orange Educ Ct 12 1106 675000 28100 3325 0 15 15 12 1106 675000 28100 3435 H & W - Retiree Fund Non-Inst : Orange Educ C 0 100 100

6.1(62)

Original Budget

Board Approved: October 8, 2012 Prepared by: Maria Gil 2 of 3 Accountant: Melissa Tran

NAME: WIA Title II: English Literacy and Civics Education - SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PRJ. ADMIN.: Jose Vargas CONTRACT INCOME: \$319,617 Date: 09/14/2012

CFDA #: 84.002

		Existing Budget		Revised Budget		Budget Change (+/-)	
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1106_675000_28100_3515	SUI - Non-Instructional : Orange Educ Ctr-Ins	Educ Ctr-Ins 0		110		110	
12_1106_675000_28100_3615	WCI - Non-Instructional : Orange Educ Ctr-Ins	0		240		240	
12_1106_675000_28100_5210	Conference Expenses : Continuing Education Di	8,000		0			8,000
	Total 1106 - OEC English Lit Civics Education	420,385	420,385	319,617	319,617	160,526	160,526

NAME: WIA Title II, Sec. 225 : ABE/ESL/VABE/ASE/GED : SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PRJ. ADMIN.: Jose Vargas CONTRACT INCOME: \$97,409 Date: 09/14/2012

CFDA #: 84.002

		Existing	Existing Budget		Budget	Budget Change (+/-)	
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1108_000000_20000_8199	Other Federal Revenues : Santiago Canyon Coll		125,264		97,409	27,855	
12_1108_051400_28300_6411	Equipment - Federal Progs >200 : Inmate Educa	400		0			400
12_1108_095650_28300_6414		1,349		0			1,349
12_1108_493000_28300_1450 Part-Time Coordinators : Inmate Education Pro		36,445		30,115			6,330
12 1108 403000 28300 1455	Mary Polychrome @ \$34.85/hr. Int/Sum - Coordinators, PT : Inmate Education	3,757		6,650		2,893	
12_1100_493000_20300_1433	Mary Polychrome @ \$34.85/hr.	3,737		0,030		2,093	
12_1108_493000_28300_3115		3,626		3,034			592
12_1108_493000_28300_3325	Medicare - Non-Instructional : Inmate Educati	637		533			104
12_1108_493000_28300_3435	H & W - Retiree Fund Non-Inst : Inmate Educat	440		368			72
12_1108_493000_28300_3515	SUI - Non-Instructional : Inmate Education Pr	710		404			306
12_1108_493000_28300_3615	WCI - Non-Instructional : Inmate Education Pr	1,055		882			173
12_1108_493060_28300_4210	Books, Mags & Ref Mat, Non-Lib : Inmate Educa	10,646		0			10,646
12_1108_493060_28300_4310	Instructional Supplies : Inmate Education Pro	114		0			114
12_1108_493062_28300_4210	Books, Mags & Ref Mat, Non-Lib : Inmate Educa	1,000		0			1,000
12_1108_493062_28300_5870	Instructional Agreements : Inmate Education P	4,200		4,200			0
12_1108_493087_28200_1450	Part-Time Coordinators : Orange Educ Ctr-Inst	1,244		0			1,244
12_1108_493087_28200_3115	STRS - Non-Instructional : Orange Educ Ctr-In	103		0			103
12_1108_493087_28200_3325	Medicare - Non-Instructional : Orange Educ Ct	19		0			19
12_1108_493087_28200_3435	H & W - Retiree Fund Non-Inst : Orange Educ C	13		0			13
12_1108_493087_28200_3515	SUI - Non-Instructional : Orange Educ Ctr-Ins	21		0			21
12_1108_493087_28200_3615	WCI - Non-Instructional : Orange Educ Ctr-Ins	30		0			30
12_1108_493087_28300_4210	Books, Mags & Ref Mat, Non-Lib : Inmate Educa	1,213		0			1,213
12_1108_493087_28300_4310	Instructional Supplies : Inmate Education Pro	1,129		0			1,129
12_1108_601000_28100_2130	Classified Employees : Continuing Education D	31,130		25,720			5,410
	Araceli Trujillo, Std Prg Specialist @ 100% (7B-12B)						
	eff. 1/1/13-6/30/13						
12_1108_601000_28100_3215		3,400		2,936			464
12_1108_601000_28100_3315	<u> </u>	1,979		1,636			343
12_1108_601000_28100_3325	<u> </u>	463		383			80
12_1108_601000_28100_3415	H & W - Non-Instructional : Continuing Educat	10,345		9,675			670

Original Budget Prepared by: Maria Gil Board Approved: October 8, 2012 Accountant: Melissa Tran

NAME: WIA Title II, Sec. 225 : ABE/ESL/VESL/VABE/ASE/GED : SANTIAGO CANYON COLLEGE (Orange Education Center) FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013

PRJ. ADMIN.: Jose Vargas CONTRACT INCOME: \$97,409 Date: 09/14/2012

CFDA #: 84.002

		Existing Budget		Revised Budget		Budget Change (+/	
GL Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12_1108_601000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	319		264			55
12_1108_601000_28100_3515	SUI - Non-Instructional : Continuing Educatio	514		290			224
12_1108_601000_28100_3615	WCI - Non-Instructional : Continuing Educatio	766		633			133
12_1108_601000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	788		675			113
12_1108_601000_28100_5220	Mileage/Parking Expenses : Continuing Educati	5,000		3,300			1,700
12_1108_602000_28300_1480	Part-Time Reassigned Time : Inmate Education	400		0			400
12_1108_602000_28300_3115	STRS - Non-Instructional : Inmate Education P	33		0			33
12_1108_602000_28300_3325	Medicare - Non-Instructional : Inmate Educati	6		0			6
12_1108_602000_28300_3435	H & W - Retiree Fund Non-Inst : Inmate Educat	4		0			4
12_1108_602000_28300_3515	SUI - Non-Instructional : Inmate Education Pr	6		0			6
12_1108_602000_28300_3615	WCI - Non-Instructional : Inmate Education Pr	10		0			10
12_1108_675000_28300_1480	Part-Time Reassigned Time : Inmate Education	1,700		5,000		3,300	
12_1108_675000_28300_3115	STRS - Non-Instructional : Inmate Education P	140		413		273	
12_1108_675000_28300_3325	Medicare - Non-Instructional : Inmate Educati	25		73		48	
12_1108_675000_28300_3435		17		50		33	
12_1108_675000_28300_3515		27		55		28	
12_1108_675000_28300_3615		41		120		79	
	Total 1108 - OEC Jail 225 Adult Second Ed GED		125,264	97,409	97,409	34,509	34,509

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: October 8, 2012
Re:	Approval of Sub-award Agreements between RS UP 2009 – Year 4	SCCD and SAUSD and UCI for GEAR
Action:	Request for Approval	

BACKGROUND

Santa Ana College received a six-year grant from the United States Department of Education - Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) 2009. The GEAR UP program is a discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP is unique from other initiatives. This program uses partnerships committed to serving students beginning no later than the seventh grade through high school graduation. GEAR UP supplements existing reform efforts, offers services that promote academic preparation and the understanding of necessary costs to attend college, provides professional development, and continuously builds capacity so that projects can be sustained beyond the term of grant.

ANALYSIS

The Santa Ana College GEAR UP partnership consists of Santa Ana Unified School District and the University of California, Irvine. Each of these partners will be a sub-recipient with Rancho Santiago Community College District/Santa Ana College for the six-year grant period. Each year Santa Ana College will received \$800,000 in grant funds to empower 2,000 Santa Ana Unified School District students (1,000 per cohort) to improve their academic skills, motivation, and college preparation necessary to succeed in post-secondary education. The amounts listed below are for the fourth year contracts with the sub-recipients.

DO-12-1515-01	Santa Ana Unified School District	\$108,000
DO-12-1515-02	University of California, Irvine	\$299,001

Project Administrator is Sara Lundquist. Project Director is Lilia Tanakeyowma.

RECOMMENDATION

It is recommended that the board approve these sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the sub-agreements on behalf of the district.

Fiscal Impact: \$407,001	Board Date: October 8, 2012
Prepared by: Huong Nguyen, Resource Development Co	ordinator
Submitted by: Enrique Perez, Assistant Vice Chancellor,	Educational Services
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/ SANTA ANA COLLEGE AND

SANTA ANA UNIFIED SCHOOL DISTRICT

This Agreement is entered into on the 8th day of October, 2012 between Rancho Santiago Community College District (hereinafter "**RSCCD**") and Santa Ana Unified School District (hereinafter "**SAUSD**").

WHEREAS, RSCCD has received a six-year grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education, for service between July 31, 2012 and July 30, 2013, to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, **SAUSD** has agreed to participate in the purpose of this grant, for the six years (2009 through 2016), and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **SAUSD** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2012 and ending July 30, 2013 and shall be in the amount of \$108,000 and subject to the provisions of this Agreement. **SAUSD** further agrees to contribute \$717,605 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension for one year beyond this current term is allowed by the expanded authority conditions identified in the Grant Award Notice, and thus is allowed under this agreement.

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **SAUSD** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

- 3. In its performance under this Agreement, **SAUSD** shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:
 - (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 Gaining Early Awareness and Readiness for Undergraduate Programs.

- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.
- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **SAUSD** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **SAUSD** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

SAUSD shall utilize funding provided under this Agreement to support the following:

- 1) Substitute teachers
- 2) Buses and hospitality for college and campus tours
- 3) Attendance at conferences and meetings
- 4) Counselor Professional Development
- 5) AP & AVID Initiative

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in *Exhibit A* may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **SAUSD** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **SAUSD** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **SAUSD's** services, or **SAUSD's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. **SAUSD** shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **SAUSD** agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **SAUSD** under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SAUSD** pursuant to this Agreement. **SAUSD** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **SAUSD** guidelines. **SAUSD** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **SAUSD** agrees that it is the direct provider of intended services. Upon request, **SAUSD** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **SAUSD** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **SAUSD** immediately and in writing. Immediately upon such notice **SAUSD** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **SAUSD**'s operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written

notice, **RSCCD** and **SAUSD** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **SAUSD** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The **SAUSD** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **SAUSD** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **SAUSD** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **SAUSD's** use of such funds, a written statement from the **SAUSD** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

- 16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **SAUSD** in accordance with the following payment schedule:
 - a. <u>Payments</u>. Beginning July 31, 2012, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **SAUSD's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$108,000.

b. <u>Invoices</u>. One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean Office, School & Community Partnerships Division Santa Ana College 1530 W. 17th Street Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

- 17. (a) <u>Financial Management System</u>. **SAUSD** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **SAUSD's** system shall provide fiscal control and accounting procedures that will include the following:
 - (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - (2) Effective internal controls to safeguard assets and assure their proper use;
 - (3) Source documentation to support accounting records; and
 - (4) Proper charging of costs and cost allocation.
 - (b) SAUSD's Records. SAUSD's records shall be sufficient to:
 - (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
 - (c) <u>Costs Charged</u>. Costs shall be charged to this contract only in accordance with the following:
 - (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)
 - (d) <u>Cost Principles.</u> In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. **SAUSD** shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. **SAUSD** shall submit a copy of each required audit report to **RSCCD** within thirty (30) days after the date received by the **SAUSD**.

ACCESS AND RECORDS

19. (a) <u>Access</u>. **RSCCD**, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to **SAUSD's** activities, books, documents and papers (including computer records) and to records of **SAUSD's** subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records

and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of **SAUSD** are kept. In the event **SAUSD** does not make the above-referenced documents available within the County of Orange, California, **SAUSD** agrees to pay all necessary and reasonable expenses incurred by **RSCCD** in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of **SAUSD** and all documents related to this Agreement shall be kept available at **SAUSD's** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which **RSCCD** or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. **SAUSD** shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

- 21. As a condition of this award of financial assistance under the U.S. Department of Education to **SAUSD** from **RSCCD**, **SAUSD** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.
- (a) During the performance of this Agreement, **SAUSD** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **SAUSD** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- (b) **SAUSD** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- (c) **SAUSD** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **SAUSD** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **SAUSD** shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, **SAUSD** shall submit to **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by **SAUSD**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

- 1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- 2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition const of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- (b) <u>Property Management</u>. **SAUSD** shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, **SAUSD** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by **SAUSD** under this Agreement to **RSCCD** or its representatives, or dispose of them in accordance with directions from **RSCCD**.

INDEMNIFICATION

- 24. (a) **SAUSD** shall indemnify, hold harmless and defend **RSCCD**, its School Board, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **SAUSD**'s performance of this Agreement, or any act or omission of **SAUSD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **SAUSD** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **SAUSD**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **SAUSD** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.
- (b) **RSCCD** shall indemnify, hold harmless and defend **SAUSD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD's** performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **SAUSD**

requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties, including **SAUSD** personnel representatives. **RSCCD** shall forthwith remit all sums due **SAUSD**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

SAUSD shall provide workers' compensation coverage for each of its employees. **SAUSD** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETATY INFORMATION

26. **SAUSD** agrees to grant **RSCCD**, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **SAUSD** under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

- 27. (a) <u>General Assurance</u>. Every reasonable course of action will be taken by **SAUSD** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **SAUSD**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- (b) <u>Conducting Business Involving Relatives</u>. No relative by blood, adoption or marriage of any executive or employee of **SAUSD** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **SAUSD**.
- (c) <u>Conducting Business Involving Close Personal Friends and Associates</u>. Executives of **SAUSD** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **SAUSD** to conduct business with a

friend or associate of an executive or employee of **SAUSD**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) <u>Avoidance of Economic Interest</u>. No executive or employee of **SAUSD**, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by **SAUSD** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **SAUSD** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **SAUSD** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

- 30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **SAUSD** certifies that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **SAUSD** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **SAUSD** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **SAUSD**, or if **SAUSD** reports inaccurately, or if any audit report makes disallowances, **SAUSD** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **SAUSD** fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **SAUSD**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **SAUSD** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **SAUSD**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **SAUSD** a written request to appeal said decision. Pending final decision of the appeal, **SAUSD** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **SAUSD's** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD

Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SAUSD** with written notification of such determination. **SAUSD** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **SAUSD** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall by in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Rancho Santiago Community College District

2323 North Broadway Santa Ana, CA 92706

Attn: Vice Chancellor, Business Operations and Fiscal Services

SAUSD: Agency Representative: Mary Booth

Department:

Agency:

Santa Ana Unified School District

Address:

1601 E. Chestnut Ave.

City, State Zip:

Santa Ana, CA 92701

Phone:

(714) 558-5724

IN WITNESS WHEREOF, **RSCCD** and **SAUSD** have executed this Agreement as of the date first above written.

	SANTIAGO COMMUNITY E DISTRICT	SANTA ANA UNIFIED SCHOOL DISTRICT	
Ву:		Ву:	
Name:	Peter J. Hardash	Name:	
	Vice Chancellor		
Title:	Business Operations/Fiscal Services	Title:	
Date:		Date:	
Board			
Approval			
Date:	October 8, 2012		

LIST OF EXHIBITS

Please use all the exhibits from Year One (except EXHIBIT A).

EXHIBIT A Application for Federal Funding

EXHIBIT B Report Template

EXHIBIT C Invoice Template

EXHIBIT D Assurances – Non-Construction Programs

EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion – Lower Tier Covered Transactions.

EXHIBIT F Certification Regarding Lobbying

EXHIBIT G Disclosing Federal Funding in Public Announcements

GEAR UP IV

Year Four Budget
(2012-13)
Distribution of Funded and Match by Institution

Budget Line Herry/Desig for Cost	GEAR UP I	V Year Four	SA	C	SAL	JSD	U	CI
Budget Line Item/Basis for Cost	Match	Funded	Match	Funded	Match	Funded	Match	Funded
SALARIES AND WAGES								
Program administration and management: GEAR UP Cabine	et, Administrativ	e Team, School	Site Teams, I	nter-segmenta	al Research &	Evaluation Te	eam	
GU Project Director: Lilia Tanakeyowma 50%	\$76,309		\$76,309					
GU Project Coordinator: Geneva Lopez & Lindo		\$85,000						\$85,000
VP of Student Services: Sara Lundquist 15%	\$24,456		\$24,456					
SAUSD Assistant Superintendent: Dawn Miller 15%	\$24,617				\$24,617			
SAUSD lead GEAR UP supervisor: Ed Winchester 10%	\$13,338				\$13,338			
Saddleback HS Principal: Robert Laxton 10%	\$13,338				\$13,338			
Saddlback HS Learning Director: 10%	\$11,325				\$11,325			
Saddleback HS AP of Guidance: 10%	\$11,325				\$11,325			
Valley HS Principal: Patrick Yrarrazaval-Correa 10%	\$13,170				\$13,170			
Valley HS Learning Director: 10%	\$11,325				\$11,325			
Valley HS AP of Guidance: 10%	\$7,790				\$7,790			
UCI Director CFEP: Stephanie Reyes-Tuccio 15%	\$16,442						\$16,442	
UCI lead GEAR UP supervisor: Santana Ruiz 15%	\$13,702						\$13,702	
UCI Chair, Research & Evaluation Team: Silvia Swigert 10%	\$6,261						\$6,261	
Project Implementation								
SAC Outreach Assistant Dean: Teresa Mercado-Cota 10%	\$12,559		\$12,559					
SAC Program Counselor: John Vu 75% funded/25% match	\$21,701	\$65,103	\$21,701	\$65,103				
SAC Program Specialist: Maria Sanchez-Mendez 64%			, ,	. ,				
funded/36% match	\$23,819	\$42,344	\$23,819	\$42,344				
Padres Promotores Parent coordinator, (19 hr/wk x \$22.81/hr.		\$25,264		\$15,264				\$10,000
SAC Outreach Specialist: Luisa Ruiz (10%)	\$6,417		\$6,417					
District Math Curriculum Specialist 60%	\$56,000				\$56,000			
District Language Arts Curriculum Specialist 60%	\$56,000				\$56,000			
District Common Core Specialists (2 at 50%)	\$80,000				\$80,000			
Valley HS, Math Chair: 25%	\$18,574				\$18,574			
Valley HS, Language Arts Chari: 25%	\$20,026				\$20,026			
Valley HS, ELD Chair: 25%	\$23,287				\$23,287			
Valley HS, Higher Education Center Coordinator, April Gibbs								
100%	\$88,487				\$88,487			
Saddleback HS: Math Chair, Dianne Iwamoto 25%	\$18,574				\$18,574			
Saddleback HS: ELA Chair, 25%	\$25,755				\$25,755			
Saddleback HS: ELA Chair, 25%	\$25,645				\$25,645			

GEAR UP IV

Year Four Budget
(2012-13)
Distribution of Funded and Match by Institution

Budget Line Item/Basis for Cost	GEAR UP IV Year Four		SAC		SAUSD		UCI	
	Match	Funded	Match	Funded	Match	Funded	Match	Funded
Saddleback HS: EDL Chair, 25%	\$28,965				\$28,965			
Saddleback HS: Higher Educatin Center Coordinator, Olga								
Henderson 100%	\$88,487				\$88,487			
TA/Tutors: \$10/hr x 5,000 hrs		\$50,000		\$25,000				\$25,000
Professional Development								
Substitutes 80 @ \$100/day		\$10,000				\$10,000		
UCI, EAOP Staff: 25%	\$7,782						\$7,782	
Project Support								
SAC Admin Support: Carol Bonnema 75%		\$ 44,380		\$ 44,380				
SAUSD Admin Support: Mary Booth 25%	\$16,749				\$16,749			
SAUSD Research lead: 15%	\$11,526				\$11,526			
SAUSD Research: Anthony Tran 15%	\$11,183				\$11,183			
SAUSD Research: Hung Tran 15%	\$18,295				\$18,295			
SAUSD Research: Emily Wolk 15%	\$13,824				\$13,824			
UCI grant support: 20%	\$11,904				. ,		\$11,904	
UCI Research Analyst; Amanda Valbuena 50%		\$40,000					, ,	\$40,000
UCI Clerical support: Mary Muna 15%	\$5,250						\$5,250	
EMPLOYEE BENEFITS								
SAC: classified rate 23.57% or faculty rate 14.20% + \$11,685								
(health ins avg) + 1,350 (fringe)	\$63,185	\$86,954	\$63,185	\$86,954				
SAUSD: Calculates rate for diverse employees base with range								
between 10% and 20%								
UCI: calculates rate for diverse employee base with range								
between 12% to 28%	\$25,906	\$40,000					\$25,906	\$40,000
TRAVEL								
2 Buses for 5 yearly trips to colleges @ \$1,000 (for buses and								
hospitality)		\$10,000				\$10,000		
Conferences & Meetings: 5 persons attending a four-day		* 07.000				# 40.000		0.15.000
conference @ \$2,000/person twice a year.		\$27,000				\$12,000		\$15,000
MATERIALS AND SUPPLIES								
Students and parent materials: GEAR UP motivational		655 5= 1						
materials; supplemental math and ELA books	\$10,000	\$22,971		\$10,970	\$10,000			\$12,001
TB Test cost for student tutors		\$1,000		\$1,000				
Counselor and English Teachers PD		\$3,000		\$3,000				
Research materials (CoBro services, software, and materials)		\$8,000						\$8,000

Exhibit A

GEAR UP IV

Year Four Budget
(2012-13)
Distribution of Funded and Match by Institution

Budget Line Item/Desig for Cost	GEAR UP IV Year Four		SAC		SAUSD		UCI	
Budget Line Item/Basis for Cost	Match	Funded	Match	Funded	Match	Funded	Match	Funded
CONSULTANTS AND CONTRACTS								
Delhi Community Center								
Latino health Access								
OTHER								
Padres Promotores Stipend of \$1,920/yr per parent X 24 parents	\$43,976	\$34,725	\$43,976	\$34,725				
Residential Program for 120 students/ 7 days		\$55,000						\$55,000
Parent Residential Program for 80 parents/3 days		\$8,000						\$8,000
Counselor Professional Development (EdTrust)		\$16,000				\$16,000		
AP & AVID Initiative		\$60,000				\$60,000		
Intersegmental meetings;counselor training; Eng/Math + Principal Trainings	\$1,000	\$6,000	\$1,000	\$5,000				\$1,000
City of Santa Ana: Youth Expo	\$25,000		\$25,000					
CSUF - MESA	\$32,682		\$32,682					
MANA: college awareness events	\$5,000		\$5,000					
Direct Cost		\$740,741		\$333,740		\$108,000		\$299,001
Indirect Cost (8%)		\$59,259		\$59,259				
TOTAL	\$1,140,956	\$800,000	\$336,104	\$392,999	\$717,605	\$108,000	\$87,247	\$299,001

AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/ SANTA ANA COLLEGE AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This Agreement is entered into on the 8th day of October,2012 between Rancho Santiago Community College District (hereinafter "**RSCCD**") and The Regents of the University of California on behalf of its Irvine campus (hereinafter "**UCI**").

WHEREAS, RSCCD has received a six-year grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education, for service between July 31, 2012 and July 30, 2013, to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, **UCI** has agreed to participate in the purpose of this grant, for the six years (2009 through 2016), and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **UCI** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2012 and ending July 30, 2013 and shall be in the amount of \$299,001 and subject to the provisions of this Agreement. **UCI** further agrees to contribute \$87,247 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension for one year beyond this current term is allowed by the expanded authority conditions identified in the Grant Award Notice, and thus is allowed under this agreement.

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **UCI** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

- 3. In its performance under this Agreement, **UCI** shall fully comply with the applicable requirements of the following, whether or not otherwise referred to in this Agreement:
 - (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 Gaining Early Awareness and Readiness for Undergraduate Programs.
 - (b) The Education Department General Administrative Regulations (EDGAR): (a) 34

- CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.
- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **UCI** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **UCI** agrees to comply with all applicable provisions, to perform all of its proposed work, and to provide all of its proposed services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

UCI shall utilize funding provided under this Agreement to support the following:

- 1) GEAR UP Project Coordinator
- 2) Program Specialist to implement activities at each GEAR UP school
- 3) Teaching Assistants
- 4) Staff to monitor GEAR UP student data
- 5) GEAR UP motivational materials, supplemental math and ELA books
- 6) Attendance at conferences and meetings
- 7) Residential programs
- 8) Facilities, materials, and hospitality for the inter-segmental meetings.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in *Exhibit A* may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification to **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **UCI** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **UCI** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **UCI's** services, or **UCI's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall not be used for services, staff, programs or materials that would otherwise be available in the absence of such funds. Additionally, **UCI** shall not be reimbursed for rendering the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **UCI** agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **UCI** under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **UCI** pursuant to this Agreement. **UCI** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **UCI** guidelines. **UCI** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **UCI** agrees that it is the direct provider of intended services. Upon request, **UCI** shall submit to **RSCCD** copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **UCI** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **UCI** immediately and in writing. Immediately upon such notice **UCI** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **UCI's** operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **UCI**

shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **UCI** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **UCI** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **UCI** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to U.S. Department of Education.

CARRYOVER

14. **UCI** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **UCI**'s use of such funds, a written statement from the **UCI** describing the ways it intends to use remaining funds may be required.

SUBMISSION OF INVOICES

- 15. Upon the effective date of this Agreement, **RSCCD** shall make payments to **UCI** in accordance with the following payment schedule:
 - a. <u>Payments</u>. Beginning July 31, 2012, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **UCI's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$299,001.
 - b. <u>Invoices</u>. One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean Office, School & Community Partnerships Division Santa Ana College 1530 W. 17th Street Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

- 16. (a) <u>Financial Management System</u>. **UCI** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **UCI's** system shall provide fiscal control and accounting procedures that will include the following:
 - (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - (2) Effective internal controls to safeguard assets and assure their proper use;
 - (3) Source documentation to support accounting records; and
 - (4) Proper charging of costs and cost allocation.
 - (b) <u>UCI'S Records</u>. **UCI's** records shall be sufficient to:
 - (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
 - (c) <u>Costs Charged</u>. Costs shall be charged to this contract only in accordance with the following:
 - (1) Approved Application for Federal Assistance (*Exhibit A*);
 - (2) The Education Department General Administrative Regulations (EDGAR); and
 - (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)
 - (d) <u>Cost Principles.</u> In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

17. **UCI** shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program (GEAR UP) should be listed in their Schedule of Federal Expenditures. **UCI** shall submit a copy of each required audit report to **RSCCD** within thirty (30) days after the date received by the **UCI**.

ACCESS AND RECORDS

18. (a) Access. **RSCCD**, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to **UCI's** activities, books, documents and papers (including computer records) and to records of **UCI's** subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring during normal business hours at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of **UCI** are kept. In the event **UCI** does not make the above-referenced documents available within the County of Orange, California, **UCI** agrees to pay all necessary and reasonable expenses incurred by **RSCCD** in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of UCI and all documents related to this Agreement shall be kept available at UCI's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. **UCI** shall promptly report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal, state, and local laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

- 20. As a condition of this award of financial assistance under the U.S. Department of Education to **UCI** from **RSCCD**, **UCI** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.
- (a) During the performance of this Agreement, **UCI** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **UCI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- (b) **UCI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- (c) **UCI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **UCI** has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, **UCI** shall, where applicable, maintain the confidential nature of information provided to it by **RSCCD** concerning participants in accordance with the requirements of federal and state laws. However, in accordance with Article 18(a), **UCI** shall provide **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, access to records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by

UCI, costs incurred and services rendered hereunder. **RSCCD**, the U.S. Department of Education and the United States Government, or their representatives, shall also maintain confidential information provided to it concerning participants in accordance with the requirements of the federal and/or state laws.

PROPERTY

22. (a) Definitions

- 1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- 2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition const of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- (b) <u>Property Management</u>. **UCI** shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Article 18(b), **UCI** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property.

REPORTS

23. **UCI** will furnish reports, documents, photographs, and data, or copies of each, as reasonably requested by **RSCCD** concerning **UCI**'s activities as they affect the services hereunder. **RSCCD** shall be specific as to the nature of the information requested and allow thirty (30) days for **UCI** to respond.

INDEMNIFICATION

- 24. (a) **UCI** shall indemnify, hold harmless and defend **RSCCD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **UCI's** performance of this Agreement, or any act or omission of **UCI**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **UCI** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **UCI**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **UCI** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.
- (b) **RSCCD** shall indemnify, hold harmless and defend **UCI**, its Board of Regents, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD's** performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **UCI** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties,

including **UCI** personnel representatives. **RSCCD** shall forthwith remit all sums due **UCI**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

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

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

PATENT/COPYRIGHT MATERIALS/PROPRIETATY INFORMATION

26. In accordance with 34 CFR 74.36, 34 CFR 80.34, and in order for **RSCCD** to meet its obligations contained in the prime Grant No. P334A090134 with the U.S. Department of Education, **UCI** shall grant **RSCCD** a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, in the fulfillment of its obligations contained in the prime Grant No. P334A090134, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **UCI** under this Agreement and in accordance with 34 CFR 75.626, any patent application filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

- 27. (a) <u>General Assurance</u>. Every reasonable course of action will be taken by **UCI** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **UCI**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- (b) <u>Conducting Business Involving Relatives</u>. No relative by blood, adoption or marriage of any executive or employee of **UCI** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **UCI**.
- (c) <u>Conducting Business Involving Close Personal Friends and Associates</u>. Executives of **UCI** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **UCI** to conduct business with a friend or associate of an executive or employee of **UCI**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) <u>Avoidance of Economic Interest</u>. No executive or employee of **UCI**, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by **UCI** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **UCI** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **UCI** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

- 30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **UCI** certifies that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **UCI** for the purpose of appraising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in $Exhibit\ G$.

BREACH – SANCTIONS

32. If, through any cause, **UCI** violates any of the terms and conditions of this Agreement, or if **UCI** reports inaccurately, or if any audit report makes disallowances, **UCI** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **UCI** fulfills its obligations or remedies all violations of this Agreement; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **UCI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **UCI** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved through arbitration and/or legal action.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **UCI's** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **UCI** with written notification of such determination. **UCI** shall immediately comply with **RSCCD's** decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **UCI** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

Date:

Board Approved date:

October 8, 2012

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall by in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD:	Rancho Santiago Community College District 2323 North Broadway Santa Ana, CA 92706 Attn: Vice Chancellor, Business Operations and Fiscal Services					
UCI:	Agency Representative: Amy Kimble					
	Department: Office of Research Administration					
	Agency: University of California, Irvine					
	Address: 5171 California Ave, Suite 150					
	City, State Zip: <u>Irvine, CA 92697-7600</u>					
	Phone: (949) 824-8634					
IN WITI above wi		ave executed this Agreement as of the date first				
	O SANTIAGO COMMUNITY SE DISTRICT	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA				
By:		Ву:				
Name:	Peter J. Hardash	Name:				
Title:	Vice Chancellor Business Operations/Fiscal Services	Title:				

Date:

LIST OF EXHIBITS

Please use all the exhibits from Year One (except EXHIBIT A).

EXHIBIT A Application for Federal Funding

EXHIBIT B Report Template

EXHIBIT C Invoice Template

EXHIBIT D Assurances – Non-Construction Programs

EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion – Lower Tier Covered Transactions.

EXHIBIT F Certification Regarding Lobbying

EXHIBIT G Disclosing Federal Funding in Public Announcements

Exhibit A

GEAR UP IV

Year Four Budget
(2012-13)
Distribution of Funded and Match by Institution

	GEAR UP I	V Year Four	SA	VC .	SAU	JSD	UCI	
Budget Line Item/Basis for Cost	Match	Funded	Match	Funded	Match	Funded	Match	Funded
SALARIES AND WAGES								
Program administration and management: GEAR UP Cabine	et, Administrativ	Administrative Team, School Site Teams, Inter-segmental Research & Evaluation Team						
GU Project Director: Lilia Tanakeyowma 50%	\$76,309		\$76,309					
GU Project Coordinator: Geneva Lopez & Lindo		\$85,000						\$85,000
VP of Student Services: Sara Lundquist 15%	\$24,456		\$24,456					
SAUSD Assistant Superintendent: Dawn Miller 15%	\$24,617				\$24,617			
SAUSD lead GEAR UP supervisor: Ed Winchester 10%	\$13,338				\$13,338			
Saddleback HS Principal: Robert Laxton 10%	\$13,338				\$13,338			
Saddlback HS Learning Director: 10%	\$11,325				\$11,325			
Saddleback HS AP of Guidance: 10%	\$11,325				\$11,325			
Valley HS Principal: Patrick Yrarrazaval-Correa 10%	\$13,170				\$13,170			
Valley HS Learning Director: 10%	\$11,325				\$11,325			
Valley HS AP of Guidance: 10%	\$7,790				\$7,790			
UCI Director CFEP: Stephanie Reyes-Tuccio 15%	\$16,442						\$16,442	
UCI lead GEAR UP supervisor: Santana Ruiz 15%	\$13,702						\$13,702	
UCI Chair, Research & Evaluation Team: Silvia Swigert 10%	\$6,261						\$6,261	
Project Implementation								
SAC Outreach Assistant Dean: Teresa Mercado-Cota 10%	\$12,559		\$12,559					
SAC Program Counselor: John Vu 75% funded/25% match	\$21,701	\$65,103	\$21,701	\$65,103				
SAC Program Specialist: Maria Sanchez-Mendez 64%				·				
funded/36% match	\$23,819	\$42,344	\$23,819	\$42,344				
Padres Promotores Parent coordinator, (19 hr/wk x \$22.81/hr.		\$25,264		\$15,264				\$10,000
SAC Outreach Specialist: Luisa Ruiz (10%)	\$6,417		\$6,417					
District Math Curriculum Specialist 60%	\$56,000				\$56,000			
District Language Arts Curriculum Specialist 60%	\$56,000				\$56,000			
District Common Core Specialists (2 at 50%)	\$80,000				\$80,000			
Valley HS, Math Chair: 25%	\$18,574				\$18,574			
Valley HS, Language Arts Chari: 25%	\$20,026				\$20,026			
Valley HS, ELD Chair: 25%	\$23,287				\$23,287			
Valley HS, Higher Education Center Coordinator, April Gibbs								
100%	\$88,487				\$88,487			
Saddleback HS: Math Chair, Dianne Iwamoto 25%	\$18,574				\$18,574			
Saddleback HS: ELA Chair, 25%	\$25,755				\$25,755			
Saddleback HS: ELA Chair, 25%	\$25,645				\$25,645			

Exhibit A

GEAR UP IV

Year Four Budget
(2012-13)
Distribution of Funded and Match by Institution

Dudget Line Hors/Decis for Cost	GEAR UP I	V Year Four	SAC		SAUSD		UCI	
Budget Line Item/Basis for Cost	Match	Funded	Match	Funded	Match	Funded	Match	Funded
Saddleback HS: EDL Chair, 25%	\$28,965				\$28,965			
Saddleback HS: Higher Educatin Center Coordinator, Olga								
Henderson 100%	\$88,487				\$88,487			
TA/Tutors: \$10/hr x 5,000 hrs		\$50,000		\$25,000				\$25,000
Professional Development								
Substitutes 80 @ \$100/day		\$10,000				\$10,000		
UCI, EAOP Staff: 25%	\$7,782						\$7,782	
Project Support								
SAC Admin Support: Carol Bonnema 75%		\$ 44,380		\$ 44,380				
SAUSD Admin Support: Mary Booth 25%	\$16,749				\$16,749			
SAUSD Research lead: 15%	\$11,526				\$11,526			
SAUSD Research: Anthony Tran 15%	\$11,183				\$11,183			
SAUSD Research: Hung Tran 15%	\$18,295				\$18,295			
SAUSD Research: Emily Wolk 15%	\$13,824				\$13,824			
UCI grant support: 20%	\$11,904				. ,		\$11,904	
UCI Research Analyst; Amanda Valbuena 50%		\$40,000					, ,	\$40,000
UCI Clerical support: Mary Muna 15%	\$5,250						\$5,250	
EMPLOYEE BENEFITS								
SAC: classified rate 23.57% or faculty rate 14.20% + \$11,685								
(health ins avg) + 1,350 (fringe)	\$63,185	\$86,954	\$63,185	\$86,954				
SAUSD: Calculates rate for diverse employees base with range								
between 10% and 20%								
UCI: calculates rate for diverse employee base with range								
between 12% to 28%	\$25,906	\$40,000					\$25,906	\$40,000
TRAVEL								
2 Buses for 5 yearly trips to colleges @ \$1,000 (for buses and								
hospitality)		\$10,000				\$10,000		
Conferences & Meetings: 5 persons attending a four-day		^						4
conference @ \$2,000/person twice a year.		\$27,000				\$12,000		\$15,000
MATERIALS AND SUPPLIES								
Students and parent materials: GEAR UP motivational								
materials; supplemental math and ELA books	\$10,000	\$22,971		\$10,970	\$10,000			\$12,001
TB Test cost for student tutors		\$1,000		\$1,000				
Counselor and English Teachers PD		\$3,000		\$3,000				
Research materials (CoBro services, software, and materials)		\$8,000						\$8,000

GEAR UP IV

Year Four Budget
(2012-13)
Distribution of Funded and Match by Institution

Budget Line Item/Desig for Cost	GEAR UP IV Year Four		SAC		SAUSD		UCI	
Budget Line Item/Basis for Cost	Match	Funded	Match	Funded	Match	Funded	Match	Funded
CONSULTANTS AND CONTRACTS								
Delhi Community Center								
Latino health Access								
OTHER								
Padres Promotores Stipend of \$1,920/yr per parent X 24 parents	\$43,976	\$34,725	\$43,976	\$34,725				
Residential Program for 120 students/ 7 days		\$55,000						\$55,000
Parent Residential Program for 80 parents/3 days		\$8,000						\$8,000
Counselor Professional Development (EdTrust)		\$16,000				\$16,000		
AP & AVID Initiative		\$60,000				\$60,000		
Intersegmental meetings;counselor training; Eng/Math + Principal Trainings	\$1,000	\$6,000	\$1,000	\$5,000				\$1,000
City of Santa Ana: Youth Expo	\$25,000		\$25,000					
CSUF - MESA	\$32,682		\$32,682					
MANA: college awareness events	\$5,000		\$5,000					
Direct Cost		\$740,741		\$333,740		\$108,000		\$299,001
Indirect Cost (8%)		\$59,259		\$59,259				
TOTAL	\$1,140,956	\$800,000	\$336,104	\$392,999	\$717,605	\$108,000	\$87,247	\$299,001

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 12-52

Whereas, California Education Code Section 72024(5d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board," and

Whereas, on September 10, 2012, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Phillip Yarbrough was not present at the board meeting; and

Whereas, the board has determined that Trustee Yarbrough's absence was due to family matters;

NOW, THEREFORE, BE IT RESOLVED that Trustee Yarbrough shall be paid at the regular rate of compensation for the board meeting on September 10, 2012.

Dated this 8th day of October 2012.

Ayes: Noes:

Absent:	
Abstain:	
Doubl Dodukovom Dh. D	_
Raúl Rodríguez, Ph.D.	
Secretary to the Board of Trustees	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 12-54

Whereas, California Education Code Section 72024(5d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board," and

Whereas, on September 10, 2012, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee David Chapel was not present at the board meeting; and

Whereas, the board has determined that Trustee Chapel's absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Chapel shall be paid at the regular rate of compensation for the board meeting on September 10, 2012.

Dated this 8th day of October 2012.

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

EDUCATIONAL SERVICES

To:	Board of Trustees	Date: October 8, 2012
Re:	Adoption of Revised and Renumbered Board Policies	
Action:	Request for Approval	

BACKGROUND

The Board Policy Committee met on September 13, 2012 and reviewed the first two sections (1000 and 2000) of the revised and renumbered Board Policies. These policies were presented to the Board for First Reading on September 24, 2012 and are now presented for adoption.

ANALYSIS

The District subscribes to the Policy and Procedure Services of the Community College League of California (CCLC). This service provides district's with model board policies which comply with state law, Title 5 regulations and address the relevant accreditation standards. The CCLC system for numbering and organizing these policies is different than the current RSCCD system. The Board Policy Committee is recommending that our policies be updated and revised to conform to the CCLC model structure.

RECOMMENDATION

It is recommended that the Board adopt the revisions to these policies.

Fiscal Impact: None	Board Date: October 8, 2012
Prepared by: John Didion, Exec. Vice Chancellor, Human	n Res. & Educational Services
Submitted by: John Didion, Exec. Vice Chancellor, Huma	an Res. & Educational Services
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Section 1000 - The District

BP1100 The Rancho Santiago Community College District

Reference:

Education Code Section 72000(b); Elections Code Section 18304

The District has been named the Rancho Santiago Community College District. The name is the property of the District. No person shall, without the permission of the Board, use this name or the name(s) of any college(s) or other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.

The District consists of the following college(s) and/or education center(s) as well as any other facilities acquired subsequent to the adoption of this policy:

- Santa Ana College
- Santa Ana College Centennial Education Center
- Santa Ana College/Orange County Sheriff's Regional Training Academy
- Santa Ana College Digital Media Center
- Santiago Canyon College
- Santiago Canyon College Orange Education Center

Adopted: March 28, 2011

BP 1200 District Mission

Reference:

Accreditation Standard I

The mission of the Rancho Santiago Community College District and its colleges is to provide quality educational programs and services that address the needs of our diverse students and communities.

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, and workforce development needs of our diverse community. Santa Ana College provides access and equity in a dynamic learning environment that prepares students for transfer, careers and lifelong intellectual pursuit in a global community.

Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, act, communicate and think critically. We are committed to maintaining standards of excellence and providing an accessible, a transferable, and an engaging education to a diverse community.

The mission is evaluated and revised on a regular basis.

Adopted: October 8, 2012

Section 2000 - Board of Trustees

BP 2010 Board Membership

References:

Education Code Sections 72023, 72103, 72104

The Board of Trustees of the Rancho Santiago Community College District shall consist of seven members elected by the qualified voters of the District. Members shall be elected by trustee area as defined in Board Policy 2100.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board.

An employee of the district may not be sworn into office as an elected or appointed member of the governing board unless he or she resigns as an employee.

No member of the governing board shall, during the term for which he or she is elected, hold an incompatible office.

Revised: October 8, 2012 (Previously BP9003)

BP 2015 Student Member

Reference:

Education Code Section 72023.5

The Board shall include one non-voting student member. The term of office shall be one year commencing June 1.

The student member shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service. The student member is not required to give up employment with the District. The student shall maintain the standards of scholarship and eligibility criteria enumerated in Administrative Regulation 9006.

The student member shall be seated with the Board and shall be recognized as a full member of the Board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The student member shall be entitled to any mileage allowance necessary to attend board meetings and reimbursement for travel (see BP 2735) to the same extent as publicly elected trustees.

The student member shall have the privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the board. The student member may, prior to the vote on any item before the Board, advise the President of the Board that the student member would like to cast his/her vote first as a means of providing advice to the Board.

The student member shall not be liable for any acts of the Governing Board.

On or before May 15 of each year, the Board shall consider whether to afford the student member any of the following privileges:

• The privilege to make and second motions;

- The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
- The privilege to receive compensation for meeting attendance and the amount of that compensation, up to the amount prescribed by Education Code Section 72425.
- The privilege to serve a term commencing on May 15.
- The privilege to serve on Board committees.

Revised: October 8, 2012 (Previously BP9006)

BP 2100 Board Elections

References:

Education Code Sections 5000 et seq. and 72036

The term of office of each trustee shall be four years, commencing on the first board meeting in December following the general election in November. Elections shall be held every two years, in even numbered years. Terms of trustees are staggered so that, as nearly as practical, one half of the trustees shall be elected at each trustee election.

The Board of Trustees has provided for the election of trustees by trustee areas. Effective May 21, 2012, the trustee areas are:

Area 1: Area One includes a central strip of Santa Ana, generally bounded by 17th Street and 1st Street in the north, Main St to the east, and Flower, Bristol and Raitt Streets to the west, down to the District border.

Area 2: Essentially Area Two includes Santa Ana east of Main Street up to 17th Street. Area Two also includes small northerly sections of Irvine, Costa Mesa and Newport Beach in the John Wayne Airport area, extending past Jamboree Road to the southeast and south to the San Joaquin (73) Freeway, and is generally bounded to the north by LaVeta Avenue and Highway 22, east to Prospect Avenue and west to Santiago Street.

Area 3: Essentially Area Three includes the central and southwestern portions of Santa Ana, bordered by Fairview and the River on the west, Bristol, Flower and Raitt on the east, the District border to the south, and 17th Street and Civic Center Drive on the north.

Area 4: Area Four includes the City of Garden Grove territory north of Garden Grove Blvd or east of Harbor Boulevard, together with the City of Orange territory generally west of Batavia, Glassell and Highway 55, south of Walnut, Katella, and Taft respectively.

Area 5: Area Five consists of the portion of Garden Grove south of Garden Grove Boulevard and west of Harbor Boulevard, Santa Ana west of the River, and northern Santa Ana bordered by the City border on the north, Santiago St on the east, and 17th Street on the south, plus the portion of Santa Ana bordered by 17th Street on the north, Flower Street on the east, Civic Center Drive on the south, and Bristol Street on the west.

Area 6: Area six consists of Anaheim Hills, the eastern hills portion of the District, Villa Park, and Orange generally east of Villa Park and Cannon Street.

Area 7: Area Seven is entirely within the City of Orange, covering territory west and south of Villa Park, bordered by Highway 55, the City of Villa Park, and Cannon Street in the east, the District borders to the north and south, and by Batavia, Glassell and Highway 55 to the west.

The election of a board member residing in and registered to vote in the trustee area he or she seeks to represent shall be only by the registered voters of the same trustee areas.

The Board Policy Committee shall meet following each decennial federal census and, in conjunction with the Chancellor, shall recommend to the Board any adjustments to each trustee area. There will not be an

adjustment of trustee area boundaries between decennial censuses unless the district acquires or loses territory.

Revised: October 8, 2012 (Previously BP9004)

BP 2105 Selection of Student Member

References:

Education Code Sections 72023.5, 72103

The Chancellor shall be responsible to ensure that the Student Member of the Board of Trustees is selected in accordance with the approved Administrative Regulation.

Adopted: October 8, 2012

BP 2110 Vacancies on the Board

References:

Education Code Sections 5090, et seq., Government Code 1770

Vacancies on the Board may be caused by any of the events specified in Government Code Section 1770 or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Board shall be governed by EC 5090.

Within 60 days of the vacancy or filing of a deferred resignation, the Board shall either order an election or make a provisional appointment to fill the vacancy.

If an election is ordered, it shall be held on the next regular election date not less than 130 days after the occurrence of the vacancy.

If a provisional appointment is made, it shall be subject to the conditions in EC 5091. The person appointed to the position shall hold office only until the next regularly scheduled election for district governing board members, when the election shall be held to fill the vacancy for the remainder of the unexpired term.

The provisional appointment will be made by a majority public vote of the board members at a public meeting.

The Chancellor shall establish administrative procedures to solicit applications that assure ample publicity to and information for prospective candidates. The Board will determine the schedule and appointment process.

Revised: October 8, 2012 (Previously BP9005)

BP 2200 Board Duties and Responsibilities

Reference:

Accreditation Standard IVB.1.d

The Board of Trustees governs on behalf of the citizens of the District in accordance with the authority granted and duties defined in Education Code Section 70902.

The Board is committed to fulfilling its responsibilities to:

- Represent the public interest
- Establish policies that define the institutional mission and set prudent, ethical and legal standards for college operations
- Hire and evaluate the Chancellor
- Delegate power and authority to the Chancellor to effectively lead the District except the board shall not delegate any power that is expressly made non-delegable by statue.
- Assure fiscal health and stability
- Monitor institutional performance and educational quality
- Advocate and protect the District

Revised: October 8, 2012 (Previously BP9000)

BP 2210 Officers

Reference:

Education Code Section 72000

Officers of the Board shall be elected at the annual organizational meeting and shall include a President, Vice President, and Clerk. They shall serve a term of one year. The Chancellor of the District shall serve as secretary to the Board.

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

At the annual organizational meeting, the Board shall elect from among its members a President of the Board, Vice President, Clerk.

- A. **President**: It shall be the duty of the president to:
 - Preside over all meetings of the Board;
 - · Represent the district at all official functions;
 - Serve as the official spokesperson for the Board;
 - Call emergency and special meetings of the Board as required by law;
 - Consult with the Chancellor on board meeting agendas;
 - Communicate with individual Board members about their responsibilities;
 - Participate in the orientation process for new Board members;
 - Assure Board compliance with policies on board education, self-evaluation and the Chancellor's evaluation;
 - Represent the Board at official events or ensure board representation.
- B. Vice-President: It shall be the duty of the vice president to serve in the absence of the president of the

Board. The vice president shall perform such other duties as required by the president or by actions of the Board.

- C. **Clerk**: It shall be the duty of the clerk to certify or attest to official actions taken by the Board and to monitor the making and maintenance of records as required by law.
- D. Secretary: The Chancellor shall serve as Secretary to the Board. It shall be the duty of the secretary to:
 - Prepare the agenda for each meeting, in consultation with the Board President;
 - Assure the official posting of the call of each meeting in compliance with law;
 - Notify members of the Board of regular, special, emergency and adjourned meetings;
 - Supervise the preparation of minutes of meetings for Board consideration and approval;
 - Provide back-up data on all items to be under consideration;
 - Attend all Board meetings and closed sessions, unless excused, and in such cases to assign a designee;
 - Conduct the official correspondence of the Board;
 - · Certify as legally required all board actions;
 - Sign, when authorized by law or by Board action, any documents that would otherwise require the signature of the Secretary or the Clerk of the Board.
 - The terms of officers shall be for one year. The Board does not have an official system of rotation of officers; it elects the officers each year from among all its members.

Revised: October 8, 2012 (Previously BP9007 and 9008)

BP 2220 Committees of the Board

Reference:

Government Code Section 54952

Annually, the president of the Board shall appoint members to the Standing committees. Standing and ad hoc committees may be limited and/or created as deemed necessary by a majority of the Board. Committee members shall serve until they have completed their assignments. The Board President shall appoint the chairs on any Standing or ad hoc committees established by the Board of Trustees.

The Executive Committee of the Board is comprised of the President, Vice President, and Clerk of the Board. The Chancellor serves as staff to all Board of Trustee committees.

The chair of any Standing or ad hoc committee will be in charge of scheduling and/or canceling any committee meeting. If the Chancellor cannot attend a meeting he/she may send a representative to the committee meeting or reschedule the meeting with the committee chair to a mutually agreeable time.

All Board members have the right to attend and participate in any committee meeting, however only the appointed members of a committee may vote and be counted toward a quorum.

Any committee established by Board of Trustees action shall comply with the requirements of the Brown Act and with policies regarding open meetings.

Revised: October 8, 2012 (Previously BP9009)

BP 2305 Annual Organizational Meeting

Reference:

Education Code Section 72000(c)(2)(A)

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

- Election of Board officers
- Designation of secretary & assistant secretary
- Schedule of regular meeting dates and locations for the following year, including: Board Self-Evaluation (BP2745), Evaluation of the Chancellor (BP2435), and Preliminary Audit Discussion
- Authorization of signatures
- Appointment of trustees to committees by Board President
- Reaffirmation of Board Policy 2735 (Board Member Travel)
- Reaffirmation of Board Policy 2715 (Code of Ethics/Standards of Practice)
- Reaffirmation of Board Policy 6320 (Investments)

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

Revised: October 8, 2012 (Previously BP9013)

BP 2310 Regular Meetings of the Board

References:

Education Code Section 72000(d); Government Code 54952.2, 54953 et seq.; 54961

The Board's time and place of meetings shall be determined at the district's annual organizational meeting and may be changed by the Board President in consultation with the Chancellor. Regular meetings of the Board shall normally be held in Room 107 of the District Office, located at 2323 N. Broadway, Santa Ana, California.

A notice identifying the location, date, and time of each regular meeting of the Board shall be posted at least ten (10) days prior to the meeting and shall remain posted until the day and time of the meeting. All regular meetings of the Board shall be held within the boundaries of the District except in cases where the Board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the District.

Authority to Conduct Business

No business shall be conducted by the Board except at a regular meeting or adjourned thereof, or at a duly called special meeting.

All regular and special meetings of the Board shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

Consent Calendar

In consultation with the Chancellor, the president shall designate routine items of business for a "Consent Calendar." Any item may be removed from the consent calendar upon request of any member of the Board.

Revised: October 8, 2012 (Previously BP9012)

BP 2315 Closed Sessions

References:

Government Code Sections 54956.8, 54956.9, 54957, 54957.6; 11125.4; Education Code Section 72122

Closed sessions of the Board shall only be held as permitted by applicable legal provisions including but not limited to the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- the appointment, employment, evaluation of performance, discipline or dismissal of a public employee;
- charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.
- advice of counsel on pending litigation, as defined by law;
- consideration of tort liability claims as part of the district's membership in any joint powers agency formed for purposes of insurance pooling;
- real property transactions;
- threats to public security;
- review of the District's position regarding labor negotiations and giving instructions to the District's designated negotiator;
- discussion of student disciplinary action, with final action taken in public;
- conferring of honorary degrees;
- consideration of gifts from a donor who wishes to remain anonymous;
- to consider its response to a confidential final draft audit report from the Bureau of State Audits.

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the Board shall reconvene in open session before adjourning and shall announce any actions taken in closed session and the vote of every member present.

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be disclosed by action of the Board or by law.

Revised: October 8, 2011 (Previously BP9026)

BP 2320 Special and Emergency Meetings

References:

Government Code Sections 54956, 54956.5, 54957; Education Code Section 72129

Special meetings may be called by the President of the Board or by a majority of the members of the Board. Notice of such meetings shall be posted at least 24 hours before the time of the meeting, and shall be noticed in accordance with the Brown Act. No business other than that included in the notice may be transacted or discussed.

Emergency meeting may be called by the President of the Board when prompt action is needed because of actual or threatened disruption of public facilities under such circumstances as are permitted by the Brown

Act, including work stoppage, crippling disasters, and other activity that severely impairs public health or safety.

No closed session shall be conducted during an emergency meeting, except as provided for in the Brown Act to discuss a dire emergency.

The Chancellor shall be responsible to ensure that notice of such meetings is provided to the local news media as required by law.

Revised: October 8, 2012 (Previously BP9020)

BP 2330 Quorum and Voting

References:

Education Code Sections 72000(d)(3, 81310 et seq., 81365, 81511, 81432; Government Code Section 53094; Code of Civil Procedure Section 1245.240

A majority of the members of the Board shall constitute a quorum for the transaction of business. Four votes shall be necessary to determine the outcome of any issue. Less than a quorum may adjourn any meeting to a future date.

Two members of the Board shall constitute a quorum for any meeting of a standing or ad hoc committee of the Board.

The Board shall act by majority vote of all the membership of the Board, except as noted below.

No action shall be taken by secret ballot.

The following actions require a two-thirds majority of all members of the Board:

- Resolution to pursue the authorization and issuance of bonds by a 55% vote of the electorate;
- Resolution of intention to sell or lease real property (except where an unanimous vote is required);
- Resolution of intention to dedicate or convey an easement;
- Resolution authorizing and directing the execution and delivery of a deed;
- Action to declare the District exempt from approval requirements of a planning commission or other local land use body;
- Appropriation of funds for an undistributed reserve;
- Resolution to condemn real property.

The following actions require a unanimous vote of all the members of the Board:

- Resolution authorizing a sale or lease of District real property to the state, any county, city or to any
 other school or community college district;
- Resolution authorizing lease of District property under a lease for the production of gas.

Revised: October 8, 2012 (Previously BP9016)

BP 2340 Agendas

References:

Government Code Sections 54954 et seq., 6250 et seq.; Education Code Sections 72121, 72121.5

An agenda shall be posted adjacent to the place of meeting at least 72 hours prior to the meeting time for regular meetings. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with a disability.

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- a majority decides there is an "emergency situation" as defined for emergency meetings;
- two-thirds of the members (or all members if less than two-thirds are present) determine there is a
 need for immediate action and the need to take action came to the attention of the Board
 subsequent to the agenda being posted;
- an item appeared on the agenda of and was continued from a meeting held not more than five days earlier.

The order of business may be changed by consent of the Board.

The Chancellor shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

Members of the public may place matters directly related to the business of the District on an agenda for a board meeting by submitting a written summary of the item to the Chancellor. The written summary must be signed by the initiator. The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.

Agendas shall be developed by the Chancellor in consultation with the Board President.

Individual Board members who wish to place matters on the agenda shall consult with the Board President, who shall confer with the Chancellor on the request.

Agenda items submitted by members of the public must be received by the office of the Chancellor 10 working days prior to the regularly scheduled board meeting.

Agenda items initiated by members of the public shall be placed on the Board's agenda following the items of business initiated by the Board and by staff. Any agenda item submitted by a member of the public and heard at a public meeting cannot be resubmitted before the expiration of a 90 day period following the initial submission. See Administrative Regulation 9015.

Revised: October 8, 2012 (Previously BP9015)

BP 2345 Public Participation at Board Meetings

References:

Government Code Sections 54954.3, 54957.5; Education Code 72121.5

The Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the District to the attention of the Board in one of two ways:

• There will be a time at each regularly scheduled board meeting for the general public to discuss items not on the agenda. Members wishing to present such items shall submit a written request at the beginning of the meeting to the Chancellor that summarizes the item and provides his or her

name, address or college of attendance, and organizational affiliation, if any. No action may be taken by the Board on such items.

• Members of the public may place items on the prepared agenda in accordance with Board Policy 9015. A written summary of the item must be submitted to the Chancellor at least 10 working days prior to the board meeting. The summary must be signed by the initiator, contain his or her residence or business address, and organizational affiliation, if any.

Members of the public also may submit written communications to the Board on items on the agenda and/or speak to agenda items at the board meeting. Written communication regarding items on the Board's agenda should reach the office of the Chancellor not later than 1 working day prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author, and shall contain the residence or business address of the author and the author's organizational affiliation, if any.

If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the District.

Revised: October 8, 2012 (Previously BP9014)

BP 2350 Speakers

References:

Government Code Sections 54950, et seq.; Education Code Section 72121.5

Persons may speak to the Board either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board.

Oral presentations relating to a matter on the agenda, including those on the consent agenda, shall be heard before a vote is called on the item.

Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for public comment.

Those wishing to speak to the Board are subject to the following:

- The President of the Board may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive.
- Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request.
- Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Government Code Section 3547 and the policies of this Board implementing that section.
- A person wishing to address the Board shall complete a written request to address the Board at the beginning of the meeting at which they wish to speak.
- The request shall include the person's name and name of the organization or group represented, if any, and a statement noting the agenda item or topic to be addressed.

- No member of the public may speak without being recognized by the President of the Board.
- Each speaker will be allowed a maximum of three minutes per topic. A total of 30 minutes shall be
 the maximum time allotment for public speakers on any one subject regardless of the number of
 speakers at any one board meeting. At the discretion of a majority of the Board, these time limits
 may be extended.
- Each speaker coming before the Board is limited to one presentation per specific agenda item before the Board, and to one presentation per meeting on non-agenda matters.

Revised: October 8, 2012 (Previously BP9014.1)

BP 2355 Decorum

References:

Education Code Section 72121.5; Government Code Section 54954.3 (b)

The following will be ruled out of order by the presiding officer:

- Remarks or discussion in public meetings on charges or complaints which the Board has scheduled to consider in closed session.
- Profanity, obscenity and other offensive language.
- Physical violence and/or threats of physical violence directed towards any person or property.

In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person(s) may be removed from the meeting room.

Signs, placards or other items that create noise or cause an obstruction of view that constitutes or would constitute a persistent disruption of the proceedings will not be permitted.

Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Board for the duration of the meeting.

Before removal, a warning and a request that the person(s) curtail the disruptive activity will be made by the President of the Board. If the behavior continues, the person(s) may be removed by a vote of the Board, based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.

If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and may continue in session. The Board shall only consider matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

Revised: October 8, 2012 (Previously BP9014.2)

BP 2360 Minutes

References:

Education Code Section 72121(a); Government Code Section 54957.5

The Chancellor shall cause minutes to be taken of all meetings of the Board. The minutes shall record all actions taken by the Board. The minutes shall be public records and shall be available to the public. If requested, the minutes shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Revised: October 8, 2012 (Previously BP9031)

BP 2365 Recording

References:

Education Code Section 72121(a); Government Code Sections 54953.5 and 54953.6

If the Board causes any tape or video recording of a meeting, the recording shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250 et seq. The Chancellor is directed to enact administrative procedures to ensure that any such recordings are maintained for at least thirty days following the taping or recording.

Persons attending an open and public meeting of the Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.

Adopted: October 8, 2012

BP 2410 Setting Policy

Reference:

Education Code Section 70902: Accreditation Standard IV.B.1.b & e:

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.

he policies have been written to be consistent with provisions of law, but do not encompass all laws relating to district activities. All district employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board may be adopted, revised, added to or amended at any regular board meeting by a majority vote. Any adoption and/or approval of new Board policies or changes to existing Board policies must take place as part of a two meeting approval process. The first meeting will be considered the "FIRST READING, INFORMATION ONLY" of the policy or_change to existing policy for the purpose of review,

questions and answers, and other considerations of the recommendation. At the second meeting, it will be considered the "SECOND READING, ACTION ITEM." The Board will consider the item for action, which may have been modified at either the first or second reading. If the modification at the second reading is major, as determined by the Board, such a reading will be termed a first reading and introduced at a subsequent Board meeting as a second reading.

The RSCCD Board of Trustees believes that a major trustee role is to set policy for the District. In setting policy, the Board wants to create and work within a participatory environment with respect for students and all employee groups. For developing policies regarding the academic and professional matters numbered 1, 2, 3, 5, and 8, the Board will consult collegially with the faculty by relying primarily on the advice and judgment of the Academic Senate (per previous agreement with the Senate).*

For developing policy regarding the other five academic and professional matters, the Board will consult with the faculty through the mutual agreement process previously agreed upon. At RSCCD, the mutual agreement process is the use of the shared governance structure consisting of councils, committees, and the District Council. Further, representatives of staff and student groups are encouraged to work within the established processes to address the issues of the District.

The Board of Trustees values consensus building; however, it realizes its legal responsibility to make final decisions regarding policy.

*For the following items the Board of Trustees will rely primarily upon the advice of the Academic Senate:

1) Curriculum, including establishing prerequisites and placing courses within disciplines; 2) Degree and certificate requirements; 3) Grading policies; 5) Standard or policies regarding student preparation and success; 8) Policies for faculty professional development activities;

For the following items, the Board of Trustees will come to mutual agreement with the Academic Senate:

4) Educational program development; 6) District and college governance structures, as related to faculty roles; 7) Faculty roles and involvement in accreditation processes, including self study and annual reports; 9) Processes for program review; 10) Processes for institutional planning and budget development.

Administrative regulations are to be issued by the Chancellor as statements of method to be used in implementing Board Policy. Such administrative regulations shall be consistent with the intent of Board Policy. Administrative regulations may be revised as deemed necessary by the Chancellor. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.

Copies of all policies and administrative procedures shall be readily available to District employees through the District website.

Revised: October 8, 2012 (Previously BP9001 and BP9023)

BP 2430 Delegation of Authority to the Chancellor

References

Education Code Sections 70902(d), 72400; Accreditation Standard IV.B.1.j; IV.B.2

The Board delegates to the Chancellor the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board requiring administrative action.

The Chancellor may delegate any powers and duties entrusted to him or her by the Board, but will be specifically responsible to the Board for the execution of such delegated powers and duties.

The Chancellor is empowered to reasonably interpret board policy. In situations where there is no board policy direction, the Chancellor shall have the power to act, but such decisions shall be subject to review by the Board. It is the duty of the Chancellor to inform the Board of such action and to recommend written board policy if one is required.

The Chancellor is expected to perform the duties contained in the Chancellor job description and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The job description and goals and objectives for performance shall be developed by the Board in consultation with the Chancellor.

The Chancellor shall ensure that all relevant laws and regulations are complied with, and that required reports are submitted in timely fashion.

The Chancellor shall make available any information or give any report requested by the Board as a whole. Individual trustee requests for information shall be met if, in the opinion of the Chancellor, they are not unduly burdensome or disruptive to District operations. Information provided to any trustee shall be available to all trustees.

The Chancellor shall act as the professional advisor to the Board in policy formation.

All reports, recommendations, and correspondence to the Board of Trustees from any employee shall be submitted to the chancellor for transmittal to the Board.

The chancellor or representative shall have the privilege of attending all meetings of the Board and its committees with the right to speak on all matters under discussion.

The chancellor shall have such other powers and duties as may be approved by the Board of Trustees in order to fulfill the functions of office.

Revised: October 8, 2012 (Previously BP2112)

BP 2431 Chancellor Selection

References:

Title 5 Sections 53000 et seq.; Accreditation Standard IV.B.1 and IV.B.1.j

In the case of a Chancellor vacancy, the Board shall establish a search process to fill the vacancy. The process shall be fair and open and comply with relevant regulations.

Adopted: October 8, 2012

BP 2432 Chancellor Succession

References:

Education Code Sections 70902(d) and 72400; Title 5 Section 53021(b)

The Board of Trustees shall appoint a properly qualified person to be Chancellor. The chancellor shall be accountable to the Board for the administration of all district activities not reserved by the Board or by the Education Code.

In the case of a Chancellor vacancy, the board shall establish a search process to fill the vacancy. The process shall be fair and open and comply with relevant regulations.

The Board delegates authority to the Chancellor to appoint an acting Chancellor to serve in his or her absence.

In the absence of the Chancellor and when an acting Chancellor has not been named, administrative responsibility shall reside with (in order):

- Executive Vice Chancellor, Human Resources & Educational Services
- Vice Chancellor, Business Operations & Fiscal Services
- President, Santa Ana College
- President, Santiago Canyon College

The Board shall appoint an interim Chancellor whenever the position is vacant.

Revised: October 8, 2012 (Previously BP2110)

BP 2435 Evaluation of the Chancellor

Reference:

Accreditation Standard IV.B.1

In early June of each year, the President of the Board of Trustees will schedule a meeting with the chancellor to discuss the chancellor's evaluation process.

Following that meeting, the President of the Board will indicate to the Board of Trustees in closed session that he/she has completed the scheduled conference with the chancellor.

The chancellor will prepare a self-evaluation to include progress toward achieving annual goals and long-range goals and other materials as appropriate. The self-evaluation will be available to all Board members at least two days prior to the evaluation session.

The evaluation session will be posted as required by California Code.

The Board of Trustees may opt to hold the scheduled evaluations with the chancellor present at the session, with the chancellor not present at the session, or with any combination it deems necessary.

Following the evaluation, the President of the Board of Trustees will present the results of the formal evaluation to the chancellor in writing.

The contents of the evaluation will be kept confidential unless the chancellor determines a need to discuss said content in order to address issues that have been indicated for action.

The Board shall conduct an evaluation of the Chancellor at least annually. Such evaluation shall comply with any requirements set forth in the contract of employment with the Chancellor as well as this policy. The Board shall evaluate the Chancellor using an evaluation process developed and jointly agreed to by the Board and the Chancellor. The criteria for evaluation shall be based on Board policy the Chancellor's job description, and performance goals and objectives developed in accordance with BP 2430 titled Delegation of Authority to the Chancellor.

Revised: October 8, 2012 (Previously BP2113)

BP 2510 Participation in Local Decision Making

References:

Education Code Section 70902(b)(7); Title 5, Sections 53200 et seq., (Academic Senate), 51023.5 (staff), 51023.7 (students); Accreditation Standard IV.A

The Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for board action and administrative procedures for Chancellor action under which the District is governed and administered.

Each of the following shall participate as required by law in the decision-making processes of the district:

Academic Senate(s) (Title 5, Sections 53200-53206.)

The Board or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law and specified in Board Policy 9001.

Staff (Title 5, Section 51023.5.)

Staff shall be provided with opportunities to participate in the formulation and development of district policies and procedures that have a significant effect on staff. The opinions and recommendations of recognized classified and management organizations will be given every reasonable consideration.

Students (Title 5, Section 51023.7.)

The Associated Student Governments shall be given an opportunity to participate effectively in the formulation and development of district policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Student Governments will be given every reasonable consideration. The selection of student representatives to serve on district committees or task forces shall be made after consultation with the Associated Student Governments.

Except for unforeseeable emergency situations, the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, et seq.

Revised: October 8, 2012 (Previously BP9033)

BP 2610 Presentation of Initial Collective Bargaining Proposals

Reference:

Government Code Section 3547

The Chancellor is directed to enact administrative procedures that assure compliance with the requirements of Government Code Section 3547 regarding the presentation to the Board of initial proposals for collective bargaining.

Collective bargaining begins when either an exclusive representative or the District itself presents an initial proposal for consideration in accordance with the timelines established in the district's collective bargaining agreements .

Revised: October 8, 2012 (Previously BP9034)

BP 2710 Conflict of Interest

Reference:

Government Code Sections 1090, et seq.; 1126; 87200, et seq.; Title 2, Sections 18730 et seq.

Board members shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as board members.

A board member shall not be considered to be financially interested in a contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A board member who has a remote interest in any contract considered by the Board shall disclose his or her interest during a board meeting and have the disclosure noted in the official board minutes. The board member shall not vote or debate on the matter or attempt to influence any other board member to enter into the contract.

A board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an officer of the district.

In compliance with law and regulation, the Chancellor shall establish administrative procedures to provide for disclosure of assets of income of board members who may be affected by their official actions, and prevent members from making or participating in the making of board decisions which may foreseeably have a material effect on their financial interest.

Board members shall file statements of economic interest with the filing officer identified by the administrative procedures.

Board members are encouraged to confer with the Board President in every case where any question arises regarding a potential conflict of interest. The Board President and Chancellor may seek counsel from the District's legal advisor if necessary.

Revised: October 8, 2012 (Previously BP 3101 and BP9002.1)

BP 2715 Code of Ethics/Standards of Practice

Reference:

Accreditation Standard IV.B.1.a, e, & h

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

- In all decisions the Board will consider the educational welfare and equality of opportunity of all students in the District.
- Trustees are elected to represent the interests and serve the needs of the entire District and to promote the mission of Rancho Santiago Community College District.

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

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

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

Revised: October 8, 2012 (Previously BP9002)

BP 2716 Political Activity

References:

Government Codes 8314; Education Codes 7054, 7056

The Board of Trustees of the Rancho Santiago Community College District shall abide by all State laws, Education and Government codes relating to political activities and solicitation of political contributions.

Six months prior to every general election, the Board will seek college counsel to provide the latest legal status of laws and regulations relating to solicitation of political contributions and political activities by Board members, officers, and employees of the college. This status report will be distributed to all Board members and employees groups.

Members of the Board shall not use District funds, services, communication resources, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.

Initiative or referendum measures may be drafted on an area of legitimate interest to the district. The Board may by resolution express the Board's position on ballot measures. Public resources may be used only for informational efforts regarding ballot measures.

Revised: October 8, 2012 (Previously BP9027)

BP 2717 Personal Use of Public Resources

References:

Government Code Section 8314; Penal Code Section 424

No trustee shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.

Revised: October 8, 2012 (Previously BP9035)

BP 2720 Communications Among Board Members

Reference:

Government Code Section 54952.2

A majority of the members of the Governing Board shall not, outside a regularly scheduled meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the Board. This policy shall not be construed as preventing an employee or official of the District from engaging in separate conversations or communications with members of the Board outside of a meeting in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of Board, if that person does not communicate to members of the Board the comments or position of any other member or members of the Board.

Revised: October 8, 2012 (Previously BP9036)

BP 2725 Board Member Compensation

References:

Education Code Sections 1090, 35120, and 72024

Members of the Board, including the student member, who attend all board meetings shall receive \$750 per month. The board may reduce that amount by resolution. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board. However, after two absences in a calendar year, compensation will only occur by a unanimous vote of the Board.

The Board may, on an annual basis, increase the compensation of Board members by five percent. However, any increase is subject to rejection in a referendum by a majority of the voters in the District.

Adopted: October 8, 2012

BP 2730 Board Member Health

References: Government Code: 53201 and 53208.5

Members of the Board shall be permitted to participate in the District's health benefit programs. The benefits of members of the Board through the District's health benefits programs shall not be greater than the most generous schedule of benefits being received by any category of non-safety employee of the District.

Former members of the Board may continue to participate in the District's health benefits programs upon leaving the Board if the following criteria are met: the member must have begun service on the Board after January 1, 1981; the member must have been first elected to the Board before January 1, 1995; and the member must have served at least 12 years. All other former Board members may continue to participate in the District's health benefits programs on a self-pay basis.

Revised: October 8, 2012 (Previously BP9029)

BP 2735 Board Member Travel

Reference:

Education Code Section 72423

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

The Board President, in conjunction with the Chancellor, will prepare a list of conferences and legislative executive visits that Board members may wish to attend or will assist Board members in their continuing education and fulfillment toward the mission of the district. The Chancellor, in consultation with the Board President, shall prepare a budget for board travel.

Revised: October 8, 2012 (Previously BP9011)

BP 2740 Board Education

Reference:

Accreditation Standard IV.B.1.f

The Board is committed to its ongoing development as a board and to a trustee education program that includes new trustee orientation.

To that end, the Board will engage in study sessions, provide access to reading materials, and support conference attendance and other activities that foster trustee education. Board members who attend conferences or state and national committee meetings shall provide a report on the activity to the board at the next regularly scheduled board meeting.

Revised: October 8, 2012 (Previously BP9028)

BP 2745 Board Self-Evaluation

Reference:

Accreditation Standard IV.B.1.e & g

Effective and efficient governing board operations are an integral part of sound policy making and broad oversight that lead to successful educational programs and student learning outcomes. The board is committed to assessing its own performance as a board in order to identify its strengths and areas in which it may improve its functioning in carrying out its responsibilities to the citizens of the Rancho Santiago Community College District.

For its self-evaluation the board shall be evaluated as a whole and not as individuals. The evaluation will focus on the internal board operations and performance. Board members shall develop goals which will be used in the self-evaluation process. A self-evaluation instrument will be based on these goals and not goals set for the district. The self-evaluation process shall include the establishment of strategies for improving board performance. Policies and goals will be reviewed and updated for the following year's self-evaluation. The student trustee will participate in the self-evaluation process.

No later than the end of September of every year the Board Policy Committee shall recommend to the full board a self-evaluation instrument and process to be used in board self-evaluation, as well as any changes to the list of individuals who will receive a copy of the instrument. The board shall promptly review and act on these recommendations. Any self-evaluation instrument shall incorporate criteria contained in these board policies regarding board operations, criteria defining board effectiveness as defined by recognized practitioners in the field and any other criteria the board determines would enhance the goal of identifying the board's strengths and areas in which it might improve its functioning.

The board is committed to having an annual self-evaluation meeting no later than November, at a date selected at the board's annual organizational meeting. All trustees will attend this self-evaluation meeting which will be open to the public, and district students, employees, and residents will be encouraged to attend and provide input to the board at the meeting.

Board members will be given the self-evaluation instrument prior to the annual self-evaluation meeting but shall not complete the self-evaluation instrument until after the meeting. The completed and signed instrument shall be submitted to an office designated by the Board President. The results will be tabulated and discussed at the next board meeting. The results will be widely communicated and maintained in the district office. The results will be used to identify accomplishments in the past year and goals for the following year that will be reviewed and updated annually.

Some district students, employees, and residents will, because of their position or regular attendance at board meetings, have some familiarity with internal board operations and performance so as to provide

meaningful input to the board in their self-evaluation process. Therefore, prior to the board's self-evaluation meeting, the board shall make available the self-evaluation instrument to a list of individuals which will include but not be limited to the associated student government presidents, presidents of the academic senates, the college presidents, the chancellor, vice chancellors, representatives of the district's employee unions, and community members who serve on the district bond oversight committees or foundations. Any input from these individuals shall be given and reviewed at the self-evaluation meeting.

In addition, any student, community member, or employee shall be entitled to provide input to the board at the board's self-evaluation meeting.

Revised: October 8, 2012 (Previously BP9022)

BP 2746 Board of Trustees Annual Evaluation of District Goals

The board recognizes that it can better perform its policy making and broad oversight roles if it annually reviews the district's goals in addition to its own internal board operation and performance goals. Therefore, separate from the annual self-evaluation meeting, the Board President, with the assistance of the Chancellor or third party will develop a survey instrument to members of the District Citizens' Advisory Committee; District Bond Oversight Committee; local Chambers of Commerce and trade unions; community organizations; college and district foundations; federal, state, county and local elected officials who represent parts of the district; city and school district managers and superintendents; and others whom the board may feel can provide important feedback to the board. In addition, all district employees and students will be encouraged to respond to this survey instrument. The Board President shall work with the chancellor or third party to ensure the information from the survey instrument is collected.

The board will then schedule an annual meeting at a time to maximize coordination with the planning process of the district administration and colleges, to discuss district goals and use the results of the survey and any information received at the annual meeting to assist the board in assessing the areas where the district goals have been met or exceeded and those areas where improvement was needed. District goals and policies will be updated or revised as a result of the information obtained in this process. Any student, employee, or resident of the district shall also have the opportunity to attend this public meeting to provide input to the board. The results of the survey will be widely distributed and will be maintained at the district office.

Revised: October 8, 2012 (Previously BP 9022.5)

BP 2747 Historical Documents

It is the policy of this board that appropriate historical documents and writings be displayed in the board of trustees meeting room. The historical documents and writings shall be in part of the room that is accessible to the public and should include, but not necessarily be limited to, the Declaration of Independence, the Bill of Rights, the national motto, the national anthem, and the Gettysburg Address.

Revised: October 8, 2012 (Previously BP 9030)

BP 2750 Board Member Absence from the State

Reference:

Government Code Section 1064

No member of the Board shall be absent from the state for more than 60 days, except in any of the following situations:

- Upon business of community college district with the approval of the Board.
- With the consent of the Board for an additional period not to exceed a total absence of 90 days. In
 the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited
 for absence from the state may be extended by the Board.
- For federal military deployment, not to exceed an absence of a total of six months, as a member of the Armed Forces of the United States or the California National Guard. If the absence of a member of the Board pursuant to this subdivision exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of the circumstances described in this subdivision, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities.
- The term of an interim member of the Board appointed as set forth above may not extend beyond
 the return of the absent member, nor may it extend beyond the next regularly scheduled election
 for that office.

Adopted:	October	8, 2012
Adopted .		

The following current board policies are not addressed in the CCLC model and will be eliminated.

Board Correspondence - BP9010

Adopted 08/1/77

The Secretary to the Board of Trustees shall open all correspondence addressed to the Board of Trustees, and shall have such first class correspondence reproduced for presentation at a subsequent meeting of the Board of Trustees.

All communication to the Board, whether addressed to the Board of Trustees or to the chancellor, shall be acknowledged, and brought to the attention of the Board.

Order of Business - BP9017

Revised 06/13/94

The order of business for regular Board meetings shall be determined at the annual organizational meeting.

Parliamentary Procedure - BP9018

Adopted 08/1/77

Unless in conflict with these rules of procedures, the laws of the State of California, or the Administrative Code, Robert's Rules of Procedure as revised, shall govern the conduct of all Board meetings.

Discussion and Debate - BP9019

Adopted 06/27/94

Limitations on Discussion and Debate

- 1.—Except as expressly authorized by the Ralph M. Brown Act, no action or discussion shall be undertaken on any item not appearing on the posted agenda.
- 2.—Each member of the Board has the right to speak to every debatable motion before it is finally acted upon.
- 3.—When a member has begun to speak in debate, the member cannot be interrupted by another member or by the chair except for one of the following purposes, and then only when the urgency of the situation justifies it:
- a. A call for the orders of the day.
- b. The raining of question of privilege.
- c. A point of order.
- d. A call for a separate vote on one or more of a set of independent resolutions on different subjects that have been offered by a single motion.
- e. A request or inquiry that requires an immediate response.
- f. An appeal.
- g. An objection to the consideration of a question.
- h. A division of the Board.

Decorum in Debate

Debate must be confined to the merits of the pending question. Members should maintain a courteous tone, and avoid injecting a personal note into debate. To this end, members must never attack or make any allusion to the motives of members.

Legal References:

Covernment Code Section 54954.2

H.M. Robert, HI & W.J. Evans, Robert's Rules of Order, Newly Revised (1990 ed.)

Alcohol Consumption - BP9021

Adopted 01/11/93

The Board of Trustees of the Rancho Santiago Community College District, having full legal authority and responsibility for the district, is committed to maintaining the highest standards of trusteeship and to preserving the integrity of the institution.

In conducting the business of the district, the Board of Trustees occasionally meets off campus at hotels or restaurants where alcohol is served. It is necessary, therefore, for the Board of Trustees to set policy which clearly defines its position on alcohol consumption. The Board and each of its individual members shall abide by the following edicts:

- 1.—It is the policy of this Board that no alcohol will be consumed by any member of the Board of Trustees at any official meeting where the business of the district is being conducted.
- 2.—It is also the policy of this Board that no public funds will be used to cover the cost of alcohol consumption at any meeting of the Board for any reason.

Board Procedure for Contesting Parking Citations - BP9024

Adopted 08/23/93

The Board of Trustees authorizes the establishment of parking procedures allowing individuals that have been cited the opportunity to contest the citation(s) using an administrative/hearing review process. Such procedures will be in compliance with all Civil, Penal and Education codes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To:	Board of Trustees	Date: October 8, 2012
Re:	Adoption of Board of Trustees Annual Self-Evaluation Inst Designated Recipients, and Self-Evaluation Timeline	trument, List of
Action:	Request for Approval	

BACKGROUND

In accordance with Board Policy 9022, the Board Policy Committee met on September 13, 2012 to review the survey instrument to be used for the Board's self-evaluation.

ANALYSIS

Board Policy 9022 stipulates that the Board will conduct its self-evaluation no later than November. The following self-evaluation process has been developed in order to complete the process by the November 13, 2012 Board meeting:

October 9, 2012 - October 12, 2012	Designated individuals provide input to the Board using the self-evaluation instrument.
October 22, 2012	Board reviews tabulated input from designated individuals and conducts annual self-evaluation meeting.
October 23, 2012 - November 2, 2012	Board members complete self-evaluation instrument.

November 13, 2012 Board reviews and discusses tabulated self-evaluation results.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the self-evaluation survey instrument, the list of designated individuals who will receive the survey, and the self-evaluation timeline outlined above.

Fiscal Impact: None	Board Date: October 8, 2012			
Prepared by: John Didion, Exec. Vice Chancellor, Human Res.	& Educational Services			
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services				
Recommended by: Raúl Rodríguez, Ph.D., Chancellor				

DESIGNATED RECIPIENTS OF BOARD OF TRUSTEES SELF-EVALUATION INSTRUMENT

October 8, 2012

Associated Student Government Officers
Academic Senates Officers
Chancellor
College Presidents
College Vice Presidents
Vice Chancellors
Officers of the District's employee unions
Community members who serve on the District Bond Oversight Committees
Community members who serve on the Foundations
Accreditation representatives at each college



Board of Trustees Self-Evaluation Survey 2012

The Board of Trustees conducts an annual self-evaluation using the following instrument. Prior to conducting its self-evaluation, the Trustees review input from students, employees, and residents who, because of their position or regular attendance at board meetings, have some familiarity with internal board operations and performance. Your responses to this survey will provide meaningful input to the board in their self-evaluation process.

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
Board Organization and	d Operat	tion	T	1	ı
Board meetings are conducted in a manner in which the					
purposes are achieved effectively and efficiently.					
Board members respect each others' opinions.					
The board conducts its meetings in compliance with					
state laws, including The Brown Act.					
Board members understand that they have no legal					
authority beyond board meetings.					
Board members regularly seek the opinion of the					
student trustee.					
Policy Role					
Board meetings focus on policy issues that relate to board responsibilities.					
The board focuses on policy in board discussion, not					
administrative matters.					
The board is knowledgeable about the mission and					
purpose of the institution.					
The board clearly delegates the administration of the					
colleges to the chancellor.					
Through the chancellor, the board ensures compliance					
with federal and state laws and measures for emergency					
response.					
Strategic Plann	ing				
The board understands the budget process.					
The board gives adequate attention to the mission,					
goals, and future planning of the district.					
The board regularly develops and reviews goals for					
continuous improvement.					
The board has adopted a planning and evaluation					
process which assures that the educational needs of					
students and the community are effectively and					
efficiently met.					
The board understands the colleges' educational					
programs and services.					

The board is appropriately involved in defining the vision and goals of the district. The board understands the financial audit and accepts responsibility for implementation of its recommendations. The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district. The board understands the accreditation process and accepts responsibility for implementation of its recommendations. Board relations with the Chancellor, Presidents, Faculty, and Staff The board understands the accreditation process and accepts responsibility for implementation of its recommendations. Board relations with the Chancellor, Presidents, Faculty, and Staff The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor. The board feaches the chancellor informed of community contacts. The board staff of the chancellor informed of community contacts. The board and chancellor have a positive, cooperative relationship. The board and chancellor have a positive, cooperative relationship. The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor, presidents, faculty, and staff. The board sustains a strong board/chancellor partnership. The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships. The board follows communication procedures with staff, ensuring the chancellor is informed of such community and staff ensuring the chancellor is informed of such community and staff ensuring the chancellor is informed of such community and staff ensuring the chancellor is informed of such community and staff ensuring the chancellor is informed of such community and the state-related issues. Community Relations - Advocacy Board members are knowledgeable about community acceptance and ensure		•	,	•		,
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	Board members act on behalf of the entire community.					

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable or don't know
The board recognizes and celebrates positive					
accomplishments of the district and colleges.					
The board works to build a positive image of the district					
in the community.					
Board members adhere to policies for dealing with					
college, community citizens, and the media.					
The community and district employees are aware of who the elected trustees are and their role in district					
governance. Board leadership, ethics, and st	andarda	of condu	ent		
The board understands collective bargaining and its role	anuai us	or condu	ici		
in the process.					
The board practices appropriate collegial consultation (participatory governance).					
The board maintains confidentiality of privileged information.					
The board makes decisions in the best interest of students and the colleges.					
The board operates ethically without conflict of interest following established board policies.					
Board members participate in trustee development activities.					

What are the Board	I's greatest strengths?
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What are the major accomplishments of the Board in the past year?

What are the areas in which the Board could improve?

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

To:	Board of Trustees	Date: October 8, 2012
Re:	Adoption of Resolution No. 12-55 in Support of Proposition Local Public Safety Protection Act	n 30 – Schools and
Action:	Request for Action	

RECOMMENDATION

It is recommended to adopt Resolution No. 12-55 in support of Proposition 30 – Schools and Local Public Safety Protection Act.

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Fiscal Impact: None Board Date: October 8, 2012			
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees			
Submitted by: Ryan Ahari, Student Trustee, RSCCD Board of Trustees			
Recommended by: Raúl Rodríguez, Ph.D., Chancellor			

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

Adoption of Resolution in Support of Proposition 30 – Schools and Local Public Safety Protection Act

Resolution No. 12-55

WHEREAS, community colleges have taken extensive cuts to funding over recent years, while trying to educate the largest high school graduating classes in California history and need funding to provide the programs and services necessary to increase the number of successful degree and certificate holders;

WHEREAS, community colleges have been forced to turn away as many as 130,000 potential students in a single year due to the need to reduce course sections, generally from 5 to 15 percent annually per district;

WHEREAS, community colleges have carried an estimated 252,000 students over the last five years (2007-08 to 2011-12) for whom they have not received any apportionment, categorical, or student support funding;

WHEREAS, community colleges operated with \$809 million (12%) less in unrestricted apportionment funding 2011-12 than in 2008-09, including cuts to both apportionment and categorical funding;

WHEREAS, per-student funding in community colleges has been reduced from \$5,659 in 2007-08 to \$5,115 in 2011-12, a loss of 9.6% over this five-year period, while the unfunded cost-of-living (2008-09 to 2012-13) has increased by a compounded 16.3%;

WHEREAS, the Legislature has increased fees from \$600 annually in 2008-09 to \$1,380 for the 2012-13 school year, an increase of over 125%, while the majority of community college students have incomes so low that they are eligible for the Board of Governors' (BOG) Fee Waiver;

WHEREAS, higher education in California is getting further and further away from producing the one million additional college graduates necessary to meet workforce needs and to strengthen California's economy by 2025. California is on track to produce a generation less educated than previous ones and that creates disaster for our state and for future state budgets. New revenues are necessary and can offer stability to a very volatile environment for students, their families, and the colleges that serve them.

Resolution No. 12-55 In Support of Proposition 30 Page 2

WHEREAS, Proposition 30 would temporarily increase the state sales tax by 0.25% and the marginal personal income tax rate for individuals earning over \$250,000 and households earning over \$500,000 and dedicate the funds to K-12 schools and community colleges;

WHEREAS, the Rancho Santiago Community College District has suffered \$20 million in budget cuts since 2008. If Proposition 30 fails, the District stands to lose \$8,600,000 for the 2012-2013 year, a 7.4% workload reduction. The District would be forced to reject 2,000 full time enrolled students from attending its colleges. Approximately 600 course sections will be cut. Matriculation services would also have to be reduced. The University of California and California State University systems would be hit with a combined cut of \$500 million–further harming our current and future transfer students;

WHEREAS, if Proposition 30 is approved, community colleges would not only avoid the abovementioned budget cuts but receive \$210 million in additional funds in 2012-13. Most of that money would be used to make good on deferred funding commitments by the state to colleges, but passage of the measure would provide for restoration of programs like student services which have been cut by 60% over the last three years and make room for an additional 20,000 students. This would include \$1 million for the Rancho Santiago Community College District which could be used to restore programs and classes that have recently been cut. Importantly, the District would not have to suffer additional substantial budget cuts.

THEREFORE, the Rancho Santiago Community College Board of Trustees supports Proposition 30 – The School and Local Public Safety Protection Act.

Ayes:
Noes:
Absent:
Abstain:
Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

Dated this 8th day of October 2012.