

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, December 10, 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.

District Mission

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.

Americans with Disabilities Acts (ADA)

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

A G E N D A

INSTALLATION CEREMONY AND RECEPTION

4:30 p.m.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Presentation of District Annual Financial Audit

1.4 Approval of Additions or Corrections to Agenda

Action

1.5 Public Comment

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

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

1.6 Approval of Minutes – Regular meeting of November 13, 2012 Action

1.7 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.

2.0 **BOARD ORGANIZATION**

2.1 Annual Board Organization Action

Board Policy 2305 (attached) requires that the board take specific actions at its annual organizational meeting:

- Election of Board Officers (President, Vice President, and Clerk) for the 2012-13 year
- Designation of secretary and assistant secretary
- The President of the Board shall appoint members and chairs to the following board committees:
 - Facilities Committee
 - Fiscal and Audit Review Committee
 - Legislative Committee
 - Policy Committee
- The President of the Board shall appoint representatives to the the following organizations:
 - RSCCD Foundation
 - Orange County Community College Legislative Task Force
 - Orange County School Boards Association
 - Nominating Committee on School District Organization
- Adoption of schedule of meeting dates for 2013 (attached)
- Reaffirmation of Board Policy 2715 – Code of Ethics/Standards of Practice (attached)
- Reaffirmation of Board Policy 2735 – Board Member Travel (attached)
- Reaffirmation of Board Policy 3211 - Investments (attached)

3.0 **INFORMATIONAL ITEMS AND ORAL REPORTS**

3.1 Report from the Chancellor

3.2 Reports from College Presidents

- Enrollment
- Facilities
- College activities
- Upcoming events

3.3 Report from Student Trustee

3.4 Reports from Student Presidents

- Student activities

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

4.0 HUMAN RESOURCES

4.1 Management/Academic Personnel

Action

- Approval of Permission to Accept Outside Assignments
- Approval of Appointments
- Approval of Interim to Permanent Assignments
- Approval of 2012-2013 Changes of Classification
- Approval of Additional 2012-2013 FARSCCD Contract Salary Step Increases
- Approval of 2012-2013 Permanent Part-time/Beyond Contract Salary Schedule B
- Approval of Leaves of Absence
- Approval of 2012-2013 Contract Extension Days
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record

- 4.2 Classified Personnel Action
- Approval of New Appointments
 - Approval of Professional Growth Increments
 - Approval of Changes in Salary Placement
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of Expiration of Terms
 - Approval of Temporary Assignments
 - Approval of Miscellaneous Positions
 - Approval of Instructional Associates/Associate Assistants
 - Approval of Community Service Presenters and Stipends
 - Approval of Volunteers
 - Approval of Student Assistant Lists

5.0 INSTRUCTION

- *5.1 Approval of Amendment #1 to OTA Agreement – County of Riverside Action
The administration recommends approval of the agreement amendment with the County of Riverside in California.
- *5.2 Approval of New OTA Agreement – Los Angeles Unified School District Action
The administration recommends approval of the agreement with Los Angeles Unified School District in California.
- *5.3 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training Action
The administration recommends approval of the instructional agreement with SER, Jobs for Progress, Inc. for the program year 2012-2013.
- *5.4 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training Action
The administration recommends approval of the instructional agreement with SER, Jobs for Progress, Inc. for the program year 2012-2013.
- *5.5 Approval of New Courses and New Programs for 2013-2014 Santa Ana College Catalog Action
The administration recommends approval of the new courses and new programs for the 2013-2014 SAC catalog as presented.
- *5.6 Approval of New Credit and Non-Credit Curricula for 2013-2014 Santiago College Catalog Action
The administration recommends approval of the new credit and non-credit curricula for the 2013-2014 SCC catalog as presented.

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

6.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *6.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *6.2 Approval of Budget Transfers and Budget Increases/Decreases Action
The administration recommends approval of budget transfers, increases, and decreases during the month of October 2012.
- *6.3 Receive and Accept the District Audit Report for Fiscal Year ended June 30, 2012 Action
The administration recommends the board receive and accept the Rancho Santiago Community College District Audit Reports for the fiscal year ended June 30, 2012, as presented.
- *6.4 Adoption of Resolution No. 12-75 – Authorizing the Issuance of RSCCD 2013 General Obligation Refunding Bonds and Approval of Investment Banking Agreement; Preliminary Official Statement; Purchase Contract and Escrow Agreement Action
The administration recommends adoption of Resolution No. 12-75, authorizing the issuance of the Rancho Santiago Community College District (Orange County, California) 2013 General obligation Refunding Bonds, not to exceed \$90 million and approval of refunding any of the remaining 2005 Series B Bonds and 2006 Series C Bonds and approval of the Investment Banking Agreement; Preliminary Official Statement; Purchase Contract and Escrow Agreement. It is further recommended that the board authorize the Vice Chancellor Business Operations/Fiscal Services to sign all required documents on behalf of the district as presented.
- *6.5 Approval of Consulting Services Agreement – Facilities Planning and Consulting Services Action
The administration recommends approval of the consulting services agreement for facilities planning and consulting services through June 30, 2013, as presented.
- *6.6 Approval of Agreement with Southland Industries for Planning and Energy Analysis Action
The administration recommends approval of entering into an agreement with Southland Industries to perform the services as presented.
- *6.7 Approval of Energy Service Companies (ESCO) Action
The administration recommends approval of the four highest-rated energy service companies: Southland Industries, ACCO Engineered Systems, Siemens, and Chevron Energy Solutions for creation of an ESCO pool to be used by the district for energy conservation projects.

- *6.8 Approval of DSA Inspector of Record, Testing & Inspection for Perimeter Site Improvements and Dunlap Hall Elevator Addition at Santa Ana College Action
The administration recommends approval of an agreement with TYR I.O.R. to provide DSA-mandated inspection services for the perimeter site improvements and Dunlap Hall elevator addition projects at SAC as presented.
- *6.9 Approval of Request For Proposal (RFP) – Geotechnical, Materials Testing and Special Inspections Services at Santa Ana College Action
The administration recommends approval of a contract with Geo-Advantec for geological technical services for the amount of Two Hundred and Ten Thousand Dollars (\$210,000) as presented.
- *6.10 Ratification of Award of Informal Bid #1201 – AT&T Electric and Data Equipment Installation at Santa Ana College Action
The administration recommends ratification of the award of Bid #1201 to PMK Professional, Inc. in compliance with Board Policy 3311 as presented.
- *6.11 Approval of Amendment to Agreement with HMC Architects for Architectural/Engineering Services for Dunlap Hall at Santa Ana College Action
The administration recommends approval of the HMC proposal for additional services and extending construction administration services for Dunlap Hall at SAC as presented.
- *6.12 Approval of Change Order #3 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College Action
The administration recommends approval of change order #3 for Bid #1179 for Los Angeles Engineering Inc. for soccer field and football facilities at SAC as presented.
- *6.13 Approval to Reject all Bids – Bid #1187 Dunlap Hall Elevator Addition and Handrail at Santa Ana College Action
The administration recommends approval of rejecting all bids in Bid #1187 Dunlap Hall Elevator Addition & Handrail Repairs at SAC as presented.
- *6.14 Adoption of Resolution No. 12-65 – Electricity for Loop Road Extension at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-65 for Dynalectric for Bid #1139 for electricity for the Loop Road Extension At SCC as presented.

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

- *6.15 Adoption of Resolution No. 12-68 – Earthwork for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-68 for Southern California Grading for Bid #1151 for earthwork for the Humanities building at SCC as presented.
- *6.16 Adoption of Resolution No. 12-69 – Landscaping for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-69 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Humanities building at SCC as presented.
- *6.17 Adoption of Resolution No. 12-70 – Plumbing for Loop Road Extension at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-70 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Loop Road Extension at SCC as presented.
- *6.18 Adoption of Resolution No. 12-71 – Landscaping for Loop Road Extension at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-71 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Loop Road Extension at SCC as presented.
- *6.19 Adoption of Resolution No. 12-72 – Earthwork for Loop Road Extension at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-72 for Southern California Grading for Bid #1151 for earthwork for the Loop Road Extension at SCC as presented.
- *6.20 Adoption of Resolution No. 12-73 – Concrete for Loop Road Extension at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-73 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Loop Road Extension at SCC as presented.
- *6.21 Adoption of Resolution No. 12-74 – Concrete for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-74 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Athletic/Aquatic complex at SCC as presented.

- *6.22 Approval of Architectural Services Agreement with Westberg+White - Phase 1 for Central Plant Energy Analysis/Schematic Design Phase at Santiago Canyon College Action
The administration recommends approval of the architect services agreement with Westberg+White for Phase 1 for central plant energy analysis/schematic design phase at SCC as presented.
- *6.23 Approval of Change Order #6 for Bid #1136 – Concrete for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #6 for Bid #1136 for Guy Yocom Construction, Inc. for concrete for the Humanities building at SCC as presented.
- *6.24 Approval of Change Order #8 for Bid #1138 – Structural Steel for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #8 for Bid #1138 for Blazing Industrial Steel Inc. for structural steel for the Humanities building at SCC as presented.
- *6.25 Approval of Change Order #6 for Bid #1140 – Plumbing for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #6 for Bid #1140 for Interpipe Contracting, Inc. for plumbing for the Humanities building at SCC as presented.
- *6.26 Approval of Change Order #8 for Bid #1141 – HVAC for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #8 for Bid #1141 for West Tech Mechanical for HVAC for the Humanities building at SCC as presented.
- *6.27 Approval of Change Order #10 for Bid #1146 – Framing and Elevators for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #10 for Bid #1146 for Inland Building Construction Co. for framing and elevators for the Humanities building at SCC as presented.
- *6.28 Approval of Change Order #5 for Bid #1147 – Interiors for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #5 for Bid #1147 for Inland Empire Architectural Services for interiors for the Athletic/Aquatic complex at SCC as presented.

- *6.29 Approval of Change Order #10 for Bid #1147 – Interiors for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #10 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented.
- *6.30 Approval of Change Order #2 for Bid #1183 – IES Commercial, Inc. for Video Surveillance System Action
The administration recommends approval of change order #2 for Bid #1183 for IES Commercial, Inc., for the district-wide video surveillance system as presented.
- *6.31 Approval of Independent Contractors Action
The administration recommends approval of the following independent contractor: Nueva Vista Media for consulting services to produce a cutting edge engagement and outreach campaign to promote a new STEM App Development course at Santiago Canyon College to include HD videos and website to serve as digital resources and tools to highlight the dynamic world of App Development and career opportunities for developers in Southern California. Dates of service are December 11, 2012, through April 30, 2013. The fee is estimated at \$34,300.
- *6.32 Approval of Independent Contractors Action
The administration recommends approval of the following independent contractor: Topgallant Group LLC for consulting services to assist in the Workforce Innovation Partnerships (WIP) grant to include development of curriculum for new media, multimedia and entertainment; facilitation of industry skills panel and new media roundtables; and outreach, promotion and recruitment of students and teachers. Dates of service are December 11, 2012, through May 31, 2013. The fee is estimated at \$46,000.
- *6.33 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period October 28, 2012, through November 17, 2012.

7.0 GENERAL

- *7.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization of the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | |
|-----------------------------------------------|-----------|
| - Women’s Business Center – Year 1 (District) | \$123,367 |
| - CalWORKs/Work Study/TANF (SAC/SCC) | \$430,044 |
| - SBA/CSUF – SBDC (District) | \$602,365 |

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

- *7.2 Authorization of Signatures Action
The administration recommends approval of the revised list of authorized signatures.
- *7.3 Adoption of Resolution No. 12-64 authorizing payment to Trustee Absent from Board Meetings Action
This resolution requests authorization of payment to R. David Chapel for his absence from the November 13, 2012, board meeting due to personal business.
- 7.4 Adoption of Resolution No. 12-76 in honor of Police and Fire Departments of the City of Orange Action
The administration recommends adoption of Resolution No. 12-76.
- 7.5 List of 2013 Conferences and Legislative Executive Visits for Board Members Information
Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend is provided as information.
- 7.6 Review of RSCCD Board of Trustees Self-Evaluation Information
It is recommended the Board of Trustees review the evaluation responses and complete the self-evaluation process for 2012.
- 7.7 Board Member Comments Information
- 8.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be announced after the 2013 board meeting calendar is approved. The meeting will be held at the District Office at 2323 North Broadway, Room #107, in Santa Ana, California.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana College
1530 W. 17th Street, Room U-102
Santa Ana, California

Board of Trustees (Regular meeting)

Tuesday, November 13, 2012

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:49 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Larry Labrado, Mr. Mark McLoughlin, and Mr. Ryan Ahari. Dr. David Chapel was not in attendance due to personal business.

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 Dr. Sara Lundquist, Vice President, Student Services, at Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Ahari, seconded by Mr. Labrado, and carried unanimously to approve an addendum for Item 3.2 (Classified Personnel).

1.4 Public Comment

Mr. Michael Kelcher spoke regarding Mr. Yarbrough's recent letter to the editor published in *The Orange County Register*.

1.5 Approval of Minutes

It was moved by Mr. McLoughlin, seconded by Mr. Ahari, and carried unanimously to approve the minutes of the regular meeting held October 22, 2012.

1.6 Approval of Consent Calendar

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

- 4.1 Approval of New OTA Agreement – Totally Kids Specialty Healthcare
The board approved the agreement with Totally Kids Healthcare in Sun Valley, California.
- 4.2 Approval of OTA Agreement Renewal – Greco’s World
The board approved the agreement with Greco’s World in Culver City, California.
- 4.3 Approval of Amendment #1 to Speech Language Pathology Assistant Program – New Hope Therapy Center
The board approved the contract with the New Hope Therapy Center in Garden Grove, California.
- 4.4 Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Summer 2012
The board confirmed the list of recipients of the SAC associate degrees and certificates for summer 2012 as presented.
- 4.5 Confirmation of Santiago Canyon College (SCC) Associate Degrees and Certificates Awarded in Summer 2012
The board confirmed the list of recipients of the SCC associate degrees and certificates for summer 2012 as presented.
- 4.6 Approval of Santiago Canyon College Community Services Program, Spring 2013
The board approved the proposed Community Services program for spring 2013.
- 5.1 Approval of Payment of Bills
The board approved payment of bills as submitted.
- 5.2 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period ended September 30, 2012
The board approved the CCFS-311Q report for the period ending September 30, 2012, as presented.
- 5.4 Approval for Additional Testing Services for Santa Ana College Soccer Field and Road Alignment
The board approved additional testing services for the SAC soccer field and road alignment from Reliant Testing Engineers as presented.

1.6 Approval of Consent Calendar – (cont.)

5.5 Approval of Awarding Bid #1180 – Santa Ana College Perimeter Site Improvements

The board approved awarding Bid #1180 for perimeter site improvements at SAC to Woodcliff Corporation as presented.

5.6 Adoption of Resolution No. 12-63 – Landscaping for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 12-63 for Tropical Plaza Nursery, Inc., for Bid #1134 for landscaping for the Loop Road Extension at SCC as presented.

5.7 Adoption of Resolution No. 12-66 – Earthwork for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 12-66 for Southern California Grading, Inc., for Bid #1151 for earthwork for the Athletic/Aquatic complex at SCC as presented.

5.8 Adoption of Resolution No. 12-67 – Glass and Glazing for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 12-67 for Glazcon Industries for Bid #1143 for glass and glazing for the Athletic/Aquatic complex at SCC as presented.

5.9 Approval of Change Order #7 for Bid #1138 – Structural Steel at Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #7 for Blazing Industrial Steel, Inc., for Bid #1138 for structural steel for the Athletic/Aquatic complex at SCC as presented.

5.10 Approval of Change Order #9 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College

The board approved change order #9 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.

5.11 Approval of Change Order #5 for Bid #1144 – Roofing for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #5 for Bid #1144 for Troyer Contracting Company, Inc., for roofing for the Athletic/Aquatic complex at SCC as presented.

5.12 Approval of Change Order #9 for Bid #1146 – Framing and Elevators for Humanities Building at Santiago Canyon College

The board approved change order #9 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

- 5.13 Approval of Change Order #1 for Bid #1149 – Equipment and Furnishings for Athletic/Aquatic Complex at Santiago Canyon College
The board approved change order #1 for Bid #1149 for Herk Edwards, Inc., for equipment and furnishings for the Athletic/Aquatic complex at SCC as presented.
- 5.14 Approval of Additional DSA Inspection Services for Humanities Building and the Athletic/Aquatic Complex at Santiago Canyon College
The board approved the extension of services for TYR I.O.R. to provide DSA mandated inspection services for the Humanities building and Athletic/Aquatic complex at SCC as presented.
- 5.15 Approval for Additional Testing Services for Humanities Building at Santiago Canyon College
The board approved the additional testing services for the Humanities building at SCC from Reliant Testing Engineers as presented.
- 5.16 Acceptance and Awarding of RFP #1200 – Metropolitan Fiber Wide Area Network
The board accepted the RFPs and approved awarding Freedom Telecommunications, Inc., for RFP #1200 – Metropolitan Fiber Wide Area Network as presented.
- 5.17 Approval of CMAS (California Multiple Award Schedule) Contract #4-01-51-0001D to IDSC Holdings LLC
The board approved the District's participation in CMAS Contract #4-01-51-0001 to IDSC Holdings LLC (formerly IDSC Holdings Inc., Snap-on Industrial Division/Snap-on Tools Company) through January 31, 2016, and any future supplements, modifications, renewals, and extensions as presented.
- 5.18 Approval of Surplus Property
The board declared the list of equipment as surplus property and utilization of The Liquidation Company to conduct an auction as presented.
- 5.19 Approval of Donation of Surplus Items
The board approved the donations to Orange Unified School District as presented.
- 5.20 Approval of Independent Contractor
The board approved the following independent contractor: Christine Draa to provide program oversight and coordination for Youth Entrepreneurship Program (YEP) for the statewide Business & Entrepreneurship Center (BEC) program. Dates of service are from November 14, 2012, through October 31, 2013. The fee is estimated at \$40,000 at \$60 per hour.

1.6 Approval of Consent Calendar – (cont.)

5.21 Approval of Independent Contractor

The board approved the following independent contractor: Muckenthaler & Associates, Inc., to provide professional and technical assistance to the existing Early Head Start (EHS) program for Child Development Services. Dates of service are from September 1, 2012, through December 31, 2012. The fee is estimated at \$15,900 at \$100 per hour.

5.22 Approval of Independent Contractor

The board approved the following independent contractor: Public Health Preventative Care Consulting (PHPC) Inc., to provide professional and technical assistance to the existing Network for a Healthy CA program for Child Development Services. Dates of service are from November 14, 2012, through September 30, 2013. The fee is estimated at \$16,889 at \$65 per hour.

5.23 Approval of Purchase Orders

The board approved the purchase order listing for the period October 7, 2012, through October 27, 2012.

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:

- Basic Skills Initiative (SAC & SCC)	\$683,675
- Career Technical Education (CTE) Community Collaborative VI (District)	\$411,350
- Career Technical Education (CTE) Workforce Innovation Partnerships V (District)	\$218,750
- Center for International Trade Development (CITD) State Trade and Export Program (STEP) II (District)	\$ 50,000

6.2 Approval of New Rancho Santiago Community College District Logo

The board approved the new RSCCD logo.

1.7 Presentation on the Small Business Programs

The presentation on small business programs was postponed.

1.8 Review and Discussion of Self-Evaluation Responses from Community and Staff

The survey responses from community and staff were presented to the board for review and discussion. Mr. Hanna gave a summary of the development of the self-evaluation process which was created through a collegial process that involved staff and the board of trustees. Mr. Hanna thanked those who participated in the survey since board members value each response provided.

Mr. Labrado asked board members to review the survey results and seek ways to improve in those areas that received negative feedback.

Mr. Yarbrough thanked those that participated in the survey and expressed value in the results toward fulfilling the RSCCD mission statement and goals.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

2.3 Report from Student Trustee

Mr. Ryan Ahari provided a report to the board.

2.4 Reports from Student Presidents

Ms. Edna Tobias, Student President, Santa Ana College, provided a report to the board.

Ms. Rachel Bulosan, Student President, Santiago Canyon College, provided a report to the board following the Academic Senate presidents' reports.

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board which included concerns regarding a recent editorial letter to *The Orange County Register* co-authored by Mr. Yarbrough.

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

2.6 Informational Presentation on the Budget

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

Closed Session and Item 3.0 (Human Resources) were moved to the end of the agenda after Item 6.5 (Board Member Comments).

4.0 INSTRUCTION

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

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, and 5.4 through 5.23 were approved as part of Item 1.6 (Consent Calendar).

5.3 Quarterly Investment Report as of September 30, 2012

The quarterly investment report as of September 30, 2012, was presented as information.

6.0 GENERAL

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

6.3 Board of Trustees Express Interest in Board Officer Positions

It was moved by Mr. Labrado and seconded by Ms. Barrios to postpone expressions of interest from board members regarding service as president, vice president, and clerk for 2012-2013. The motion carried with one nay vote from Mr. McLoughlin.

6.4 Reports from Board Committees

Mr. Labrado provided a report on the November 8, 2012, Board Facilities Committee meeting.

Mr. Ahari and Ms. Barrios provided a report on the November 8, 2012, Orange County Community Colleges Legislative Task Force meeting.

6.5 Board Member Comments

Since the election results as of this date were close, board members commended Mr. McLoughlin on a job well done during his tenure on the board.

Board members thanked Dr. Martinez and staff for hosting the reception and board meeting at SAC.

Mr. Hanna thanked Dr. Rodríguez for moving closed session to the end of the agenda to accommodate those in attendance at the board meeting.

Board members thanked the chancellor and staff, FARSCCD, Mr. Dennis DeSnoo, and Mr. George Urch for their efforts in the passage of Measure Q for Santa Ana College.

Mr. Hanna expressed appreciation for the passage of Proposition 30 and those who supported it.

Mr. Hanna commended the Board of Governors for delaying tuition increases next year.

Mr. Hanna commented on the election results and expressed sympathy to Mr. Labrado for not winning the election as a member of the City Council for the City of Orange. He expressed appreciation to Mr. Labrado who will continue to serve on the RSCCD Board of Trustees.

Mr. Hanna indicated he is unable to comment on the Academic Senate presidents' concerns regarding a recent editorial letter to *The Orange County Register* co-authored by Mr. Yarbrough since Mr. Hicks reported that the SAC Academic Senate is requesting the board review the alleged violation and pursue an appropriate course of action.

Mr. Yarbrough thanked Mr. Vázquez for the recent tour of SCC campus and the new facilities.

Mr. Yarbrough indicated he contacted Mr. Jose Solorio and Ms. Nelida Yanez to welcome them as newly-elected members of the RSCCD Board of Trustees.

Mr. McLoughlin thanked everyone for the kind words expressed at the board meeting and those who assisted with his campaign. He indicated he is still hopeful he will be re-elected to the RSCCD Board of Trustees.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:18 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Administrator Appointments
 - (1) Vice President
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 888
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

RECONVENE

The board reconvened at 7:09 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.

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 Employment Agreements
- Approve Interim to Permanent Assignments
- Approve Interim Assignments
- Approve Leaves of Absence
- Approve Stipends
- Approve Changes of Assignment
- Approve Part-time Hourly Hires/Rehires

3.2 Classified Personnel

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

- Approve Permanent 2012-2013 CSEA Salary Schedule Reflecting 1% Rate Adjustment Effective July 1, 2012
- Approve New Appointments
- Approve Out of Class Assignments
- Approve Professional Growth Increments
- Approve Changes in Position
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments

3.2 Classified Personnel – (cont.)

- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

3.3 Approval of Modification to 2012-2013 Employee Calendar

It was moved by Labrado, seconded by Mr. Ahari, and carried unanimously to approve the revised 2012-2013 Employee Calendar.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on December 10, 2012.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 7:10 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: December 10, 2012

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)

Proposed Board Meetings – 2013

In following the guidelines that the board is to meet on the 2nd and 4th Mondays of the month (except for those months that the board meets once a month), I am proposing the following dates for 2013:

January 14

February 4, 19 (Board Planning Session)

March 11

April 15

May 6, 20

June 17

July 22

August 19

September 9, 23

October 14, 28

November 12 (Tuesday) (annual self-evaluation meeting & regular board meeting)

December 9

For your information:

January 25-18, 2013 - CCLC Annual Legislative Conference, Sacramento

February 11-14, 2013 - ACCT National Legislative Summit, Washington, D.C.

May 13 – SAC Golf Tournament

April 26 - Hawks Golf Tournament

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 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)

Investments - BP3211

Revised 09/11/95

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

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

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

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

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

Legal Reference:

Title 5, California Code of Regulations

58199.5 Appropriation of Excess Funds

Government Code Sections 53600, 53601, 53651, 53654

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

December 10, 2012

MANAGEMENT

Revised Job Description/Attachment #1

Assistant Vice Chancellor
Facility Planning & District Construction & Support Services
Business Operations & Fiscal Services
District Office
Classified Administrator
Grade B

Permission to Accept Outside Assignment

Mora, Aracely – To serve for the Accrediting Commission for Community and Junior Colleges (ACCJC) as a member of the team that will conduct an External Evaluation visit to Los Angeles Valley College from March 11 through March 14, 2013. In addition, there is a mandatory workshop leading up to the visit on February 8, 2013.

Appointment

Pham, My Le
Director I, Early Head Start
Child Development Services
District Office

Effective: December 1, 2012
Salary Placement: L-1 \$62,609.85

Interim to Permanent

Covarubius, Deisey
Director, Special Programs (CAMP)
Student Development
Santiago Canyon College

Effective: November 19, 2012
Salary Placement: H-1 \$77,319.25

FACULTY

Permission to Accept Outside Assignment

Womack, Melinda – To serve for the Accrediting Commission for Community and Junior Colleges (ACCJC) as a member of the team that will conduct an External Evaluation visit to San Joaquin Valley College from March 11 through March 14, 2013. In addition, there is a mandatory workshop leading up to the visit on February 4, 2013.

2012/2013 Changes of Classification

Camarco, Lisa
Associate Professor, Exercise Science
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 20, 2012
From: IV-10 \$78,846.66
To: V-10 \$81,445.39

FACULTY (CONT'D)

2012/2013 Changes of Classification (cont'd)

Nguyen, Madeleine
Counselor, EOPS
Student Services
Santa Ana College
Effective: July 31, 2012
From: IV-16 \$102,505.91
To: VI-16 \$108,198.27

Shields, Jolene
Assistant Professor, ABE/HSS
Orange Education Center
Continuing Education Division
Santiago Canyon College
Effective: August 20, 2012
From: II-7 \$66,370.13
To: III-7 \$68,970.88

Sweeney, George
Coordinator, Math Study Center
Assistant Professor, Math
Science, Mathematics & Health
Sciences Division
Santa Ana College
Effective: August 20, 2012
From: VI-9 \$81,612.04
VII-9 \$84,317.83

Tomlinson, Terry
Professor, High School Subjects
Centennial Education Center
Continuing Education Division
Santa Ana College
Effective: August 20, 2012
From: IV-10 \$78,846.66
To: V-10 \$81,445.39

2012/2013 Additional FARSCCD Contract Salary Step Increases/Attachment #2

2012/2013 Permanent Part-time/Beyond Contract Salary Schedule B/Attachment #3

Leave of Absence

Ball, Larry
Professor, Music
Arts, Humanities & Social
Sciences Division/Library
Santiago Canyon College
Effective: January 22 – May 25, 2013
Reason: Partial Banked Leave (6 LHE)

2012/2013 Contract Extension Days

McMullin, Mary
Professor, ESL
Arts, Humanities & Social Sciences/
Library
Santiago Canyon College
Effective: August 20, 2012 – May 25, 2013
Contract Extension: 10 Days
Contract Extension Daily Rate: VI-B \$517.383
Reason: Program Facilitation
(Title V HSI Program)

FACULTY (CONT'D)

2012/2013 Contract Extension Days (cont'd)

Morris-Pfyl, Sandy
Professor/Career Specialist/Job Developer
Workability
Student Services
Santa Ana College

Effective: December 17, 2012 – January 18, 2013
Contract Extension: 15 Days
Contract Extension Daily Rate: IV-16 \$467.145
Reason: Job Development
(Job Development Training
Placement Program Handicapped)

Powell, Kay
Professor, ESL
Arts, Humanities & Social Sciences/
Library
Santiago Canyon College

Effective: August 20, 2012 – May 25, 2013
Contract Extension: 10 Days
Contract Extension Daily Rate: IV-16 \$467.145
Reason: Program Facilitation
(Title V HSI Program)

2012/2013 Part-time Hourly Column Changes

Botkin, Mia
Instructor, Biology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: January 22, 2013
From Lecture/Lab Rates: II-4 \$57.03/\$48.48
To Lecture/Lab Rates: III-4 \$61.12/\$51.95

Briceno, Gerardo
Instructor, Ethnic Studies
Humanities & Social Sciences Division
Santa Ana College

Effective: January 22, 2013
From: II-4 \$57.03
To: III-4 \$61.12

Elizondo, Gerard
Instructor, Mathematics
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: January 22, 2013
From Lecture/Lab Rates: I-4 \$ 54.32/\$46.17
To Lecture/Lab Rates: II-4 \$58.21/49.48

Fraser, Wade
Instructor, Exercise Science
Mathematics and Sciences Division
Santiago Canyon College

Effective: January 22, 2013
From Lecture/Lab Rates: I-4 \$54.32/\$46.17
To Lecture/Lab Rates: II-4 \$58.21/\$49.48

Hager, Benjamin
Instructor, Mathematics
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: January 22, 2013
From Lecture/Lab Rates: I-4 \$54.32/\$46.17
To Lecture/Lab Rates: II-4 \$58.21/\$49.48

FACULTY (CONT'D)

2012/2013 Part-time Hourly Column Changes (cont'd)

Harkins, Tracy
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: January 22, 2013
From Lecture/Lab Rates: I-4 \$54.32/\$46.17
To Lecture/Lab Rates: II-4 \$58.21/\$49.48

James, Sandra
Instructor, Nursing
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: January 22, 2013
From Lecture/Lab Rates: I-4 \$54.32/\$46.17
To Lecture/Lab Rates: II-4 \$58.21/\$49.48

Jensen, Karen
Instructor, Dance
Fine and Performing Arts Division
Santa Ana College

Effective: January 22, 2013
From Lecture/Lab Rates: I-4 \$54.32/\$46.17
To Lecture/Lab Rates: II-4 \$58.21/\$49.48

Patel, Denny
Instructor, Biology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: January 22, 2013
From Lecture/Lab Rates: II-4 \$57.03/\$48.48
To Lecture/Lab Rates: III-4 \$61.12/\$51.95

Rainey, Arthur
Instructor, Computer Science
Business & Career Technical Education Division
Santiago Canyon College

Effective: January 22, 2013
From Lecture/Lab Rates: I-4 \$54.32/\$46.17
To Lecture/Lab Rates: II-4 \$58.21/\$49.48

Ramos, Gloria
Counselor/Instructor, Study Skills
EOPS Division
Santa Ana College

Effective: January 22, 2013
From Lecture/Lab Rates: II-3 \$54.32/\$46.17
To Lecture/Lab Rates: III-3 \$58.21/\$49.48

Rebbe, Robert
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: January 22, 2013
From Lecture/Lab Rates: I-3 \$51.73/\$43.97
To Lecture/Lab Rates: II-3 \$55.44/\$47.12

Baldassano, Autumn
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: January 22, 2013
From Lecture/Lab Rates: I-4 \$54.32/\$46.17
To Lecture/Lab Rates: II-4 \$58.21/\$49.48

FACULTY (CONT'D)

2012/2013 Part-time Hourly Column Changes (cont'd)

Stanford, Timothy
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: January 22, 2013
From Lecture/Lab Rates: II-4 \$57.03/\$48.48
To Lecture/Lab Rates: III-4 \$61.12/\$51.95

Teeples, James
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: January 22, 2013
From Lecture/Lab Rates: I-3 \$51.73/\$43.97
To Lecture/Lab Rates: II-3 \$55.44/\$47.12

Wood Rogers, Leslie
Instructor, Biology
Science, Mathematics & Health
Sciences Division
Santa Ana College
Effective: January 22, 2013
From Lecture/Lab Rates: I-3 \$51.73/\$43.97
To Lecture/Lab Rates: II-3 \$55.44/\$47.12

Part-time Hourly Hires/Rehires

Bryant, Chantel
Instructor, Fashion Design & Merchandising
Human Services & Technology Division
Santa Ana College
Effective: January 22, 2013
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Smith, Daria
Instructor, Biology
Science, Mathematics & Health
Sciences Division
Santa Ana College
Effective: January 22, 2013
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Vhora, Mohammed S
Instructor, Biology (equivalency)
Science, Mathematics & Health
Sciences Division
Santa Ana College
Effective: January 22, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Non-paid Instructors of Record

Moralli, Joseph
Instructor, Criminal Justice (equivalency)
City of Chico
Human Services & Technology Division
Santa Ana College
Effective: December 10, 2012

FACULTY (CONT'D)

Non-paid Instructors of Record

Van Hattenhoven, Gilbert
Instructor, Criminal Justice
California Narcotic Officer Association (CNOA)
Human Services & Technology Division
Santa Ana College

Effective: December 11, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
Revised December 2012

**ASSISTANT VICE CHANCELLOR, FACILITY PLANNING
& DISTRICT CONSTRUCTION & SUPPORT SERVICES**

CLASS SUMMARY

Under the direction of the Vice Chancellor of Business Operations and Fiscal Services, plan, organize, direct, administer, review and evaluate district-wide facilities programs and services encompassing facilities planning, construction and overall district facilities maintenance standards. Directly supervises the Director of District Construction and Support Services and the Construction Supervisor and staff assigned to the Facility Planning Department. This is a classified position.

SPECIFIC RESPONSIBILITIES

Responsible for the day-to-day supervision and evaluation of the Director of District Construction and Support Services, Construction Supervisor and staff assigned to the Facility Planning Department.

Ability to work professionally and cooperatively with district-wide planning and facilities committees.

Review and evaluate effectiveness of assigned personnel, programs and services; assure the development and implementation of corrective actions, improvements or additional programs and services as necessary.

Direct, administer and supervise the planning, organization and coordination of major district-wide facilities related programs and services and facility master planning activities.

Supervise programs and support services which link expenditures of district controlled funds and district approved activities with the accomplishment of district-wide goals and objectives.

Assure the timely preparation, maintenance and distribution of reports and records as required by federal, state, local and district regulations; informs the Vice Chancellor and other district staff of the status of assigned functions, programs and services.

Organize and meet with the district-wide staff to plan, develop and implement effective programs and provide support services in assigned areas of responsibility.

Advise the Vice Chancellor on Board of Trustee agenda items and management issues involving the programs and services of the district, including recommendations for new or revised Board Policies and Administrative Regulations.

Attend district-wide committees, task forces and Board of Trustee meetings as required. Represent the district at local, state and national meetings and serve as the district representative on related committees and commissions as appropriate.

**ASSISTANT VICE CHANCELLOR, FACILITY PLANNING
& DISTRICT CONSTRUCTION & SUPPORT SERVICES cont'd**

Assure the development of the annual budget for assigned programs and services, monitor and control expenditures of funds related to all projects under the Facility Planning Department. Monitor and control bond projects and state funded projects including scheduled maintenance (deferred maintenance). Negotiate contracts for leases of district facilities.

Oversee and assist in the development of strategic plans for facilities and operations in compliance with appropriate local county and state agencies; ensure that construction projects are completed in a timely and cost effective manner.

Implement standards and procedures for the new facilities planning and construction, renovation of projects, cost and schedule controls and planning review.

DESIRABLE QUALIFICATIONS GUIDE

Minimum Qualifications

Bachelor's degree in engineering, architecture, construction management, urban planning, or other discipline related to area of assignment and ten years of increasingly responsible facility planning and management experience in areas noted. Possession of a valid California driver's license and a driving record acceptable to the District.

Preferred Qualifications

A Master's Degree plus experience working in or with public educational agencies is preferred. Demonstrated experience in managing local bond and state funded projects and using facility and project management software is preferred. Experience working in a California community college facilities management position is desirable.

Knowledge and Abilities

- Principles of management, supervision and public administration
- Local, state and federal laws governing construction of community college facilities
- Facilities related programs and services of a California community college district
- District operations, organization and policies experience
- Legislative acumen and media perception
- Local economic conditions
- Communicate effectively orally and in writing with diverse constituencies within and outside of the district
- Plan, organize, direct, administer, review, evaluate assigned facilities related services and formulate program policy recommendations to implement the District's Educational Master Plan, Facilities Master Plan and other goals and objectives in accordance with local, state and federal laws.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/2013 ADDITIONAL FARSCCD CONTRACT SALARY STEP INCREASES
EFFECTIVE FALL 2012**

ATTACHMENT #2

NAME	SITE	COLLEGE	CLASS	12/13 STEP	NEW 12/13	12/13 SALARY	NEW 12/13	12/13 CEXT	NEW 12/13
				EFF 2012FA	STEP EFF 2012FA PROP 30	W/STEP & W/1% RANK EFF 2012FA	SALARY EFF 2012FA PROP 30	W/STEP & W/1% RANK EFF 2012FA	CEXT RATE EFF 2012FA PROP 30
Aguilar Beltran, Maria	SAC	SAC	V	8	9	\$76,588.30	\$79,020.38		
Aguilera, Leonor	OEC	SCC	III	12	13	\$88,992.11	\$91,654.47		
Andrade, Philippe	SAC	SAC	VII	9	10	\$84,317.83	\$86,747.89		
Barembaum, Morrie	SCC	SCC	VI	16 (1)	16 (2)	\$98,617.41	\$98,617.41		
Bass, Stacey	SAC	SAC	II	10	11	\$73,660.31	\$76,088.35		
Beers-McCormick, Lynnette	SCC	SCC	IV	12	13	\$83,706.78	\$86,138.86		
Beyersdorf, Matthew	SAC	SAC	VII	11	12	\$89,178.96	\$91,605.99		
Bowers, Cherie	SAC	SAC	IV	14	15	\$88,567.91	\$90,998.98		
Breig, David	SAC	SAC	VI	14	15	\$93,762.34	\$96,189.37	\$468.812	\$480.952
Brown, Angela	SAC	SAC	VI	13	14	\$100,203.11	\$102,871.53		
Budarz, Timo	SAC	SAC	VII	13	14	\$94,035.04	\$96,465.10		
Camarco, Lisa	SCC	SCC	IV	10	11	\$78,846.66	\$81,280.76	\$394.233	\$406.404
Cannon, Cari	SCC	SCC	VII	16 (1)	16 (2)	\$101,322.19	\$101,322.19		
Carrion, Rodolfo	SCC	SCC	VI	13	14	\$100,203.11	\$102,871.53		
Coffman, Jodi	SAC	SAC	VII	15	16 (1)	\$98,893.14	\$101,322.19		
Coliflores, Rowena	SAC	SAC	V	11	12	\$83,876.46	\$86,299.45		
Collins, Monica	SAC	SAC	VI	14	15	\$93,762.34	\$96,189.37	\$468.812	\$480.952
Coto, Jennifer	SCC	SCC	VII	13	14	\$103,170.49	\$105,836.89		
Coyne, Claire	SAC	SAC	II	10	11	\$73,660.31	\$76,088.35		
Cummins, Shawn	SCC	SCC	VI	14	15	\$93,762.34	\$96,189.37	\$468.812	\$480.952
Deaver, Douglas	SCC	SCC	VII	14	15	\$96,465.10	\$98,893.14		
DeCarbo, Michael	SCC	SCC	V	13	14	\$88,734.56	\$91,164.62		
Deeley, Steven	SCC	SCC	IV	15	16 (M)	\$90,998.98	\$93,429.04		
Dela Cusack, Lisa	SCC	SCC	VII	11	12	\$89,178.96	\$91,605.99		
Diaz, Darlene	SCC	SCC	III	11	12	\$78,679.00	\$81,112.09		
El-Said, Nahla	SCC	SCC	VII	8	9	\$81,890.80	\$84,317.83		
Evett, Corinna	SCC	SCC	III	11	12	\$78,679.00	\$81,112.09		
Fajardo, Lourdes	SCC	SCC	V	14	15	\$91,164.62	\$93,591.65		

Prepared by Penny Wilkerson, Human Resources, 12/4/12

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/2013 ADDITIONAL FARS CCD CONTRACT SALARY STEP INCREASES
EFFECTIVE FALL 2012**

ATTACHMENT #2

NAME	SITE	COLLEGE	CLASS	12/13 STEP	NEW 12/13	12/13 SALARY	NEW 12/13	12/13 CEXT	NEW 12/13
				EFF 2012FA	STEP EFF 2012FA PROP 30	W/STEP & W/1% RANK EFF 2012FA	SALARY EFF 2012FA PROP 30	RATE W/STEP & W/1% RANK EFF 2012FA	CEXT RATE EFF 2012FA PROP 30
Fish, Zachary	SAC	SAC	VI	14	15	\$93,762.34	\$96,189.37		
Foley, Denise	SCC	SCC	VII	15	16 (1)	\$98,893.14	\$101,322.19		
Frost, Alicia	SCC	SCC	II	9	10	\$71,228.23	\$73,660.31		
Garnett, Susan	CEC	SAC	III	14	15 (M)	\$85,969.18	\$88,399.24	\$429.846	\$441.996
Gillette, Heather	SAC	SAC	III	13	14	\$83,539.12	\$85,969.18		
Gonis, Andrew	SAC	SAC	VI	14	15	\$93,762.34	\$96,189.37		
Granitto, James	SCC	SCC	VI	15	16 (1)	\$96,189.37	\$98,617.41		
Guerrero-Phlaum, Martha	SAC	SAC	VII	13	14	\$94,035.04	\$96,465.10		
Guzman, Kristen	SAC	SAC	VII	15	16 (1)	\$98,893.14	\$101,322.19		
Horgan, Linda	SAC	SAC	II	14	15 (M)	\$83,374.49	\$85,803.54		
Howell, Scott	SCC	SCC	VII	10	11	\$86,747.89	\$89,178.96		
Huynh-Dang, KC	SAC	SAC	VII	14	15	\$96,465.10	\$98,893.14		
Hyman, Deborah	SAC	SAC	II	7	8	\$66,370.13	\$68,795.14		
Isbell, James	SCC	SCC	II	13	14	\$80,945.44	\$83,374.49		
Janio, Jaroslaw	CEC	SAC	VII	11	12	\$89,178.96	\$91,605.99	\$445.895	\$458.035
Jenkins, Crystal	SAC	SAC	VI	15	16 (1)	\$96,189.37	\$98,617.41		
Jones, Elliott	SAC	SAC	VII	15	16 (1)	\$98,893.14	\$101,322.19		
Jones, Geoffrey	SAC	SAC	II	12	13	\$78,518.41	\$80,945.44	\$392.597	\$404.727
Kelcher, Michael	SAC	SAC	VI	10	11	\$84,041.09	\$86,471.15		
Kessler, Ron	SCC	SCC	VII	16 (1)	16 (2)	\$101,322.19	\$101,322.19		
Kubicka-Miller, Jared	SCC	SCC	II	8	9	\$68,795.14	\$71,228.23		
Kubicka-Miller, Tara	SCC	SCC	II	10	11	\$73,660.31	\$76,088.35		
Le, Phi Loan	SAC	SAC	VII	13	14	\$103,170.49	\$105,836.89		
Lockwood, Lance	SAC	SAC	II	14	15 (M)	\$83,374.49	\$85,803.54		
Lopez, Jorge	SAC	SAC	VII	11	12	\$89,178.96	\$91,605.99		
Luppani, Maria	SAC	SAC	II	14	15 (M)	\$83,374.49	\$85,803.54	\$416.878	\$429.018
Magalousis, Nicholas	SCC	SCC	IV	14	15	\$88,567.91	\$90,998.98		
Martino, Danielle	SCC	SCC	III	11	12	\$78,679.00	\$81,112.09		

Prepared by Penny Wilkerson, Human Resources, 12/4/12

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/2013 ADDITIONAL FARS CCD CONTRACT SALARY STEP INCREASES
EFFECTIVE FALL 2012**

ATTACHMENT #2

NAME	SITE	COLLEGE	CLASS	12/13 STEP	NEW 12/13	12/13 SALARY	NEW 12/13	12/13 CEXT	NEW 12/13
				EFF 2012FA	STEP EFF 2012FA PROP 30	W/STEP & W/1% RANK EFF 2012FA	SALARY EFF 2012FA PROP 30	W/STEP & W/1% RANK EFF 2012FA	CEXT RATE EFF 2012FA PROP 30
Mettler, Mary	SCC	SCC	VII	14	15	\$96,465.10	\$98,893.14		
Miller, Renee	SAC	SAC	V	15	16 (M)	\$93,591.65	\$96,017.67		
Mitzner, Rita	SAC	SAC	IV	15	16 (M)	\$90,998.98	\$93,429.04		
Mixer, Dale	SAC	SAC	V	15	16 (M)	\$93,591.65	\$96,017.67		
Moreno, George	SAC	SAC	V	14	15	\$91,164.62	\$93,591.65		
Nguyen, William	SAC	SAC	VII	13	14	\$94,035.04	\$96,465.10		
Oertel, Patricia	SAC	SAC	VII	7	8	\$79,462.76	\$81,890.80		
Paunovic, Mila	SAC	SAC	VI	15	16 (1)	\$96,189.37	\$98,617.41		
Pimentel, Marcelo	SCC	SCC	III	12	13	\$81,112.09	\$83,539.12		
Porter, Monica	SAC	SAC	IV	14	15	\$88,567.91	\$90,998.98		
Quimzon, Eden	OEC	SCC	IV	14	15	\$88,567.91	\$90,998.98		
Rabii, Narges	SCC	SCC	VI	12	13	\$88,899.19	\$91,330.26		
Ramshaw, Charles	SAC	SAC	IV	13	14	\$86,138.86	\$88,567.91		
Reed, Stephen	SCC	SCC	VI	15	16 (1)	\$96,189.37	\$98,617.41		
Robertson, Mario	SAC	SAC	II	9	10	\$71,228.23	\$73,660.31		
Robledo, Reymundo	SAC	SAC	VI	8	9	\$86,881.21	\$89,540.54		
Ross Jr., John	SAC	SAC	II	9	10	\$71,228.23	\$73,660.31		
Rutan, Craig	SCC	SCC	VI	9	10	\$81,612.04	\$84,041.09		
Sakamoto, Scott	SCC	SCC	VII	14	15	\$96,465.10	\$98,893.14		
Salgado, Susana	SAC	SAC	VII	9	10	\$92,508.93	\$95,175.33		
Sanabria, Reina	SAC	SAC	VI	14	15	\$102,871.53	\$105,533.89	\$467.600	\$479.700
Sanchez, Gabriela	SAC	SAC	III	10	11	\$76,257.02	\$78,679.00		
Scott, Randy	SCC	SCC	VI	15	16 (1)	\$96,189.37	\$98,617.41		
Serrano, Jr., Maximiliano	SAC	SAC	II	10	11	\$73,660.31	\$76,088.35		
Shaffer, Catherine	SAC	SAC	V	15	16 (M)	\$102,683.67	\$105,346.03	\$466.741	\$478.841
Shahbazian, Roy	SAC	SAC	VI	11	12	\$86,471.15	\$88,899.19		
Shain, Sheila	SAC	SAC	IV	15	16 (M)	\$90,998.98	\$93,429.04		
Shekarabi, Nooshan	SCC	SCC	II	10	11	\$73,660.31	\$76,088.35		

Prepared by Penny Wilkerson, Human Resources, 12/4/12

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/2013 ADDITIONAL FARS CCD CONTRACT SALARY STEP INCREASES
EFFECTIVE FALL 2012**

ATTACHMENT #2

NAME	SITE	COLLEGE	CLASS	NEW 12/13		12/13 SALARY		12/13 CEXT	
				STEP EFF	2012FA	W/STEP & W/1%	RANK EFF	NEW 12/13	W/STEP &
				EFF 2012FA	PROP 30	2012FA	SALARY EFF	EFF 2012FA	CEXT RATE
							2012FA PROP 30	EFF 2012FA	EFF 2012FA
Shields, Jolene	OEC	SCC	II	7	8	\$66,370.13	\$68,795.14		
Smith, Mark	SCC	SCC	IV	14	15	\$88,567.91	\$90,998.98		
Stucken, Robert	SAC	SAC	VI	15	16 (1)	\$96,189.37	\$98,617.41		
Swift, Cynthia	SCC	SCC	IV	15	16 (M)	\$90,998.98	\$93,429.04		
Taber, Alexander	SCC	SCC	VII	15	16 (1)	\$98,893.14	\$101,322.19		
Takahashi, Craig	SAC	SAC	VII	15	16 (1)	\$98,893.14	\$101,322.19		
Takahashi, Mary Kathleen	SAC	SAC	VII	8	9	\$81,890.80	\$84,317.83		
Taylor, Michael	SCC	SCC	III	13	14	\$83,539.12	\$85,969.18		
Trone, Jinhee	SAC	SAC	III	14	15 (M)	\$85,969.18	\$88,399.24		
Umali Kopp, Christine	SCC	SCC	VII	14	15	\$96,465.10	\$98,893.14		
Valdez, Susanne	SAC	SAC	III	13	14	\$83,539.12	\$85,969.18		
Varela, Anita	SCC	SCC	VI	14	15	\$93,762.34	\$96,189.37		
Vu, Dahlia	SAC	SAC	III	11	12	\$78,679.00	\$81,112.09		
Waterman, Patricia	SAC	SAC	IV	13	14	\$86,138.86	\$88,567.91		
Williams, Alison	SCC	SCC	II	9	10	\$71,228.23	\$73,660.31		
Wirtz, Laura	SCC	SCC	VII	13	14	\$94,035.04	\$96,465.10		
Wright, Kelley	SCC	SCC	VII	15	16 (1)	\$98,893.14	\$101,322.19		
Zysman, Florence	SCC	SCC	III	10	11	\$76,257.02	\$78,679.00		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PERMANENT 2012/2013 FARSCCD SALARY SCHEDULE "B"
 PART-TIME/BEYOND CONTRACT (Overload)
 EFFECTIVE Spring 2013

	Column I	Column II	Column III
TEACHING	(Lecture Hour Equivalent [LHE] = 18 times the hourly rate)		
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15
1			
2			
3	\$52.80	\$55.44	\$58.21
4	\$55.44	\$58.21	\$61.12
LAB/COUNSELING/LIBRARIAN/ NURSING	(equivalent to 0.85 of a lecture hour)		
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15
1			
2			
3	\$44.88	\$47.12	49.48
4	\$47.12	\$49.48	51.95
NON-TEACHING	(equivalent to 0.5 of a lecture hour)		
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15
1			
2			
3	\$26.40	\$27.72	\$29.11
4	\$27.72	\$29.11	\$30.56

Schedule B applies to all non-contract college credit academic employees. Extra pay assignments beyond the regular contract load during the fall and spring semesters shall be paid at the established lecture hour equivalent (LHE) or fraction thereof. Part-time assignments in library, health services, and counseling shall be paid at 0.85 of the LHE rate shown.

The hourly pay rate for **part-time psychologists** who are college counselors assigned specifically to provide psychological services through the Health Centers will be **\$71.44**.

Initial placement for faculty is at step 3, with advancement occurring every two (2) semesters of part-time/beyond contract contract work.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
DECEMBER 10, 2012**

CLASSIFIED

New Appointment

Card, Margaret
Scholarship Coordinator (CL12-0368)
Scholarship/ SAC

Effective: November 28, 2012
Grade 14, Step 1 \$49,627.37

Neoray, Gayotin
Warehouse Storekeeper (CL12-0364)
Warehouse/ Orange Education Center

Effective: December 3, 2012
Grade 8, Step 1 \$37,367.50

Professional Growth Increments

Serratos, Brenda
Administrative Secretary/ School of
Continuing Education/SAC

Effective: 07/01/12
Grade 12, Step 6 + 2.5%L + 6PG
\$61,588.65

Change in Salary Placement

Tran, John
Media Systems Electronic Tech, Lead
Human Services/ SAC

Effective: October 23, 2012
Grade 15, Step 6 + 10% L \$73,599.64

Leave of Absence

Tran, Anh Phuong
Support Services Assistant/ Academic
Affairs/ SAC

Effective: 12/03/12 – 12/21/12
Reason: FMLA – revised dates

Ratification of Resignation/Retirement

Bennett, Margaret
Administrative Clerk/ Criminal Justice/
SAC

Effective: December 18, 2012
Reason: Retirement

Bonnema, Carol
Administrative Clerk/ Student Services/
SAC

Effective: December 30, 2012
Reason: Retirement

Ratification of Resignation/Retirement cont'd

Garcia, Paula High School Community Outreach Specialist/ Student Services/ SAC	Effective: December 30, 2012 Reason: Retirement
Moss, Jonathan Science Lab Coordinator/ SCC	Effective: January 11, 2012 Reason: Resignation
Panganiban, Felix Sr. Accountant/ Fiscal Services/ District	Effective: December 30, 2012 Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Alvarez, Claudia Trustee	Effective: December 7, 2012
Schuster, Bradley Research Analyst (CL12-0377) Research/ District	Effective: December 3, 2012 19 Hours/Week 12 Months/Year Grade 16, Step A \$26.64/Hour
Solorio, Jose Trustee	Effective: December 7, 2012
Yanez, Nelida Trustee	Effective: December 7, 2012

Expiration of Term

Chapel, David Trustee	Effective: December 6, 2012
McLoughlin, Mark Trustee	Effective: December 6, 2012

Ratification of Resignation/Retirement

Valeriote, Robert Instructional Assistant/ Math & Science/ SCC	Effective: December 12, 2012 Reason: Resignation
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TEMPORARY ASSIGNMENT

Atachao Vilacapoma, Martha Instructional Assistant/ Biology/ SAC	Effective: 01/28/13 – 05/26/13
Hollister, Deborah Cashier/ Bookstore/ SAC	Effective: 01/01/13 – 06/30/13
Latthitham, Anisa Administrative Clerk/ Human Services/ SAC	Effective: 11/19/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Rivera, Leticia Student Services Specialist/ Student Services/ SCC	Effective: 12/11/12 – 06/30/13

MISCELLANEOUS POSITIONS

Weinstein, Michael Presenter I/ Distance Education/ SAC	Effective: 11/14/12 – 03/29/13
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Instructional Associates/Associate Assistants

Criminal Justice

Asarian, Armen	Effective: 12/11/12
Dorn, Justin	Effective: 12/11/12
Margulies, Gordon	Effective: 12/11/12
Newton, Paul	Effective: 12/11/12
Ostash, Scott	Effective: 12/11/12

COMMUNITY SERVICE PRESENTERS

Stipends Effective October 11 – November 10, 2012

Abdul, Quayum	Amount: \$ 130.85
Arroyo, Anabel	Amount: \$ 315.00
Bradley, Sabrina	Amount: \$ 263.20
Bradley, Sabrina	Amount: \$ 220.63

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective October 11 – November 10, 2012

Buonanotte, Pamela	Amount: \$ 266.21
Burns, Brigitte	Amount: \$ 152.65
Clary, Ling Ling	Amount: \$ 960.00
Crowley, Debra	Amount: \$ 140.00
Dumon, Dori	Amount: \$ 227.50
Dutton, Donald	Amount: \$ 455.00
Eyre, John	Amount: \$ 36.54
Fallgatter, Tarla	Amount: \$ 54.52
Figueroa, Miguel	Amount: \$ 1,131.38
Friebert, Martin	Amount: \$ 660.00
Glicksir, Barbara	Amount: \$ 1,240.00
Hardy, Kamilia	Amount: \$ 668.16
Koenig, Catherine	Amount: \$ 82.72
Krusemark, LeeAnne	Amount: \$ 330.60
Larsen, JoEllen	Amount: \$ 309.72
Moran, Elaine	Amount: \$ 135.72
Munoz, Jayne	Amount: \$ 240.00
Neal, Phyllis	Amount: \$ 210.00
Neal, Phyllis	Amount: \$ 210.00
Nguyen, Phuong	Amount: \$ 137.03
Nolasco, Jeffrey	Amount: \$ 600.00

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective October 11 – November 10, 2012

Potter, John	Amount: \$ 360.00
Rivera, Rodrigo	Amount: \$ 439.17
Rivera, Rodrigo	Amount: \$ 390.11
Schindelbeck, Judy	Amount: \$ 820.00
Sheldon, Joel	Amount: \$ 210.00
Spies, Barbara	Amount: \$ 167.32
Vallot, Lothar	Amount: \$ 97.44

VOLUNTEERS

Hernandez Aragon, Jonathan Student Driver/ Geology/ SCC	Effective: 12/11/12 – 06/30/13
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**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Murphy, Daniel Nicholas	Effective: 11/07/12-06/30/13
Lopez Castro, Patricia	Effective: 11/13/12-06/30/13
Olmos, Maritza Suzanna	Effective: 11/20/12-06/30/13
Parra, Abigail	Effective: 11/13/12-06/30/13
Stubblefield, Vontre LaShawn	Effective: 11/01/12-06/30/13
Vasquez Roman, Maribel	Effective: 11/26/12-06/30/13

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST**

Camarillo, Priscilla	Effective 11/05/12 – 06/30/13
Galicia, Victoria	Effective 11/15/12 – 06/30/13

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

To: Board of Trustees	Date: December 10, 2012
Re: Approval of Amendment #1 to OTA Agreement – County of Riverside	
Action: Request for Approval	

BACKGROUND

This is an amendment to an existing agreement that was approved by the RSCCD Board of Trustees at the April 26, 2010 meeting. The County of Riverside has changed the agency's name and is asking that all references in the approved agreement be amended.

ANALYSIS

This amendment shall remain in effect until terminated by either party. The amendment has been reviewed by Dean Simon B. Hoffman and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement amendment with the County of Riverside in Riverside, California.

Fiscal Impact:	None	Board Date: December 10, 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 Rodríguez, Ph.D., Chancellor, RSCCD	

FIRST AMENDMENT TO THE AGREEMENT

BETWEEN

COUNTY OF RIVERSIDE

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

On behalf of SANTA ANA COLLEGE

(Student Affiliation – Occupational Therapy Assistant Program)

That certain Agreement between the Riverside County Health System (COUNTY) and Rancho Santiago Community College District on behalf of Santa Ana College (COLLEGE), approved on May 27, 2010, is hereby amended for the first time effective July 1, 2012 as follows:

1. To amend all references to “Community Health Agency, Department of Public Health” and replace with “Riverside County Health System”.
2. All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COLLEGE
 Rancho Santiago Community College District
 On behalf of Santa Ana College

COUNTY
 Riverside County Health System

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

By _____
 Purchasing Agent
 County of Riverside
 Riverside County Health System

Date _____

Date _____

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

To: Board of Trustees	Date: December 10, 2012
Re: Approval of New OTA Agreement – Los Angeles 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 Los Angeles Unified School District in Los Angeles, California.

Fiscal Impact:	None	Board Date: December 10, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 17th day of October, 2012 by and between **Los Angeles Unified School District**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

**District: Rancho Santiago Community
College District**

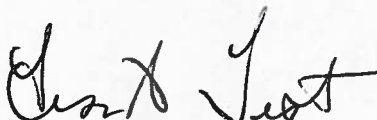
**Rancho Santiago Community College
District**

2323 N. Broadway
Santa Ana, CA 92706

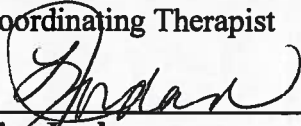
Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Agency: Los Angeles Unified School District

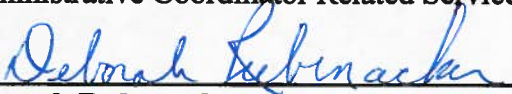
**Los Angeles Unified School District
Related Services OT PT AT
333 South Beaudry Ave, Floor 18
Los Angeles, CA 90017**



Lisa Test, OTR/L, OTD
Coordinating Therapist



Lisa Jordan
Administrative Coordinator Related Services



Deborah Rubenacker
Director Related Services

Date: _____

Date: 10-24-12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District contracts with SER, Jobs for Progress, Inc. to operate Basic Skills/ESL training. The District collects state funding on the attendance generated under this agreement and pays SER an hourly rate per hour of attendance to provide the services. The SER, Jobs for Progress, Basic Skills Training Agreement SAC-12-040, is effective July 1, 2012, to June 30, 2013.

ANALYSIS

For 2012-2013, Santa Ana College proposes to contract with SER to provide 159,500 student attendance hours in Basic Skills, ESL, and GED Preparation, at the rate of \$2.02 per attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the instructional agreement with SER, Jobs for Progress, Inc. for program year 2012-2013.

Fiscal Impact:	\$322,190 (corrected)	Board Date: December 10, 2012
Prepared by:	James Kennedy, Interim Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D. Chancellor, RSCCD	

SER, JOBS FOR PROGRESS, INC.

BASIC SKILLS TRAINING AGREEMENT

THIS AGREEMENT, made and entered into on the 1st day of July 2012, between Rancho Santiago Community College District, hereinafter called the "DISTRICT" and SER, JOBS FOR PROGRESS, INC., 1234 E. Warner, Santa Ana, California 92706, a private, nonprofit community based organization herein referred to as "SER."

W I T N E S S E T H

WHEREAS, the Governing Board of the DISTRICT has approved the contracting out of this education program pursuant to Education Code 78015; and

WHEREAS, the DISTRICT is authorized under Section 78021 of the California Education Code to establish contract education programs by agreement with any public or private agency, corporation, or association to provide specific educational programs or training to meet the specific needs of these organizations; and

WHEREAS, the DISTRICT wishes to offer educational programs and services in SER's facilities located at 1243 E. Warner Avenue, Santa Ana, CA 92706; and

WHEREAS, SER, as a private nonprofit organization in the State of California, can enter into agreement with the DISTRICT for the provision of educational programs and services for participants in the facilities which it operates; and

WHEREAS, the District is authorized under Section 78021 of the California Education Code to claim state apportionment for units of full time equivalency students (FTES) generated in contract education classes if all statutory and regulatory conditions for generating FTES are met; and

WHEREAS, SER operates on the basis of sound administrative policies and adheres to nondiscriminatory practices and does not and shall not discriminate on the basis of race, ethnic or national origin, sex, age, disability, sexual orientation, prior educational status or any other unreasonable basis for discrimination; and

WHEREAS, SER represents that its physical facilities meet requirements of state and local safety and health regulations and are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, SER represents that it maintains current, accurate records of both student attendance and progress, and SER consents to inspection of these records by authorized representatives of the DISTRICT, the California Community College Board of Governors, and other regulatory and administrative agencies.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

All the above recitals are true and correct.

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A. TERM

The term of this Agreement shall be for one (1) year commencing July 1, 2012, and terminating June 30, 2013, unless earlier terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION

SER or DISTRICT may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

C. DISTRICT RESPONSIBILITIES

1. DISTRICT shall pay SER to provide instruction and training in SER'S facility at 1243 E. Warner, Santa Ana, CA 92706, and DISTRICT is responsible for this education program that is conducted at this site.
2. DISTRICT shall pay SER to provide instruction in the following subject areas:

Subject

- a) Basic Education
- b) English as a Second Language
- c) Preparation for GED Test (also includes)
 - English 083 Composition
 - English 084 Composition II
 - Mathematics I56 Essential Math I
 - Mathematics I57 Essential Math II

TOTAL STUDENT ATTENDANCE HOURS NOT TO EXCEED 159,500 HOURS.

3. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to SER for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
4. The curriculum shall be as described in the Rancho Santiago Community College District's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of the DISTRICT, and the Chancellor's Office of the California Community Colleges. The DISTRICT's policy on open enrollment is published in the DISTRICT's Catalog, together with the schedule of classes, (Title 5, Section 51006), along with descriptions of the courses. These courses offered by SER are all noncredit.
5. The DISTRICT shall collect state apportionment on the full time equivalent students (FTES) generated by this instructional program.

6. Instruction to be claimed for apportionment under this contract is under the immediate supervision and control of an employee of DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in noncredit subjects in a California community college.
7. DISTRICT shall use selected SER staff as instructors to provide the instruction and training covered by this Agreement. In order to meet the Education Code requirement in Section 58050 (a) (7) of Title V of the California Code of Regulations, which states that students be under the immediate supervision of an "employee" of the DISTRICT, the DISTRICT will invoke the provisions of Title V Section 58058 (b). Accordingly, the SER staff who are used as instructors are required to enter into individual instructor service agreements with the District regarding their responsibilities for delivering the curriculum called for by this agreement. DISTRICT has the primary right to control and direct the instructional activities of the instructors while they are teaching the classes that are the subject of this Agreement. DISTRICT will demonstrate its control and direction through such actions, where appropriate, as providing the instructor with an orientation, an instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. DISTRICT has minimum qualifications for instructors teaching these courses and those qualifications are consistent with requirements in other similar courses given at the DISTRICT.
9. DISTRICT uses procedures to assure that instructors teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course and those procedures are applied to courses and instructors covered under the Agreement and the students are held to a comparable level of learning outcomes.
10. DISTRICT shall reimburse SER for use of its staff as instructors in the instructional program and for use of the facilities for instructional purposes according to the terms stated below in Section "E."
11. DISTRICT shall provide the normal administrative functions including admissions, counseling, registration, achievement records, awarding of completion certificates comparable to those maintained for any student of the DISTRICT.
12. Procedures, Terms, and Conditions. The enrollment period for these classes, the student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, the supervision and evaluation of students, and the withdrawal of students prior to completion of a course are determined by DISTRICT.

D. SER RESPONSIBILITIES

SER will provide staff and facilities for the DISTRICT to utilize in the operation of its instructional program.

1. SER staff who are used as instructors shall meet appropriate state and local minimum qualifications to teach in the subject areas covered by this Agreement.
2. Pursuant to Section 58058 (b) of Title V of the California Code of Regulations, SER staff who are used as instructors under this Agreement shall be required to enter into an individual agreement with the DISTRICT regarding his/her responsibility as an instructor for the DISTRICT specifically for delivery of the curriculum covered by this Agreement. These instructor agreements are included herein as APPENDIX A, and by this reference are incorporated into this Agreement.
3. The ONE HUNDRED AND FIFTY-NINE THOUSAND FIVE HUNDRED (159,500) hours of approved instruction and training shall be given under the direct supervision of California licensed instructors holding valid California teaching credentials authorizing services in the areas to be taught under this Agreement in vocational programs in a community college or possessing equivalent qualifications as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors.
4. SER shall maintain accurate records of attendance and progress for each student and evaluations of each student at the request of the DISTRICT, and shall submit to the DISTRICT, on a schedule developed by the DISTRICT, such information from such records as is requested by the authorized representatives of the DISTRICT. Records will be open for review at all times by officials of the DISTRICT.
5. DISTRICT shall not be obligated to make any payment to SER staff for services under the terms of this Agreement. It is agreed and understood that any and all salary and benefits payable or owing to SER staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of SER.
6. Except as noted in this Agreement, SER shall not charge students receiving instruction and training under this contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this contract.
7. Costs per student shall not exceed the total direct and indirect costs to provide the same training in public schools or the tuition the private post secondary school charges its private students, whichever is lower.
8. SER agrees to accept new students during each enrollment period established by the DISTRICT.

9. Should it become necessary for one or more DISTRICT student(s) to transfer to SER from schools or colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for instruction and training, SER agrees to accredit each of such students with one hour for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
10. SER staff who shall conduct the classes governed by this Agreement shall do so according to the following schedule:
 - a. Basic Skills
 - 8:00 a.m. – 12:00 noon M – F
 - 1:00 p.m. – 2:00 p.m. M – F
 - 6:00 p.m. – 9:00 p.m. M – Th
 - b. ESL
 - 8:00 a.m. – 12:00 noon M – F
 - 1:00 p.m. – 2:00 p.m. M – F
 - 6:00 p.m. – 9:00 p.m. M – Th
11. SER shall not be reimbursed for more than the total hours called for in the curriculum in any one subject area for any one student.
12. SER shall submit and certify statements and billings at least once a month to:

Rancho Santiago Community College District
 Santa Ana College
 School of Continuing Education
 Centennial Education Center
 2900 West Edinger Avenue
 Santa Ana, CA 92704-3902
 Attention: Dean of Instruction and Student Services

Billings shall include evidence of positive attendance in accordance with State regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees and number of actual hours of instruction given. Records of enrollees' attendance shall be maintained by the SER for a period of five (5) years and shall be available for review by the DISTRICT, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.

13. SER shall provide those administrative functions essential for the operation of its facilities.
14. SER will deliver a report regarding the accomplishment of the performance objectives for each instructional area at the end of the contract period.

15. SER's courses are held at facilities which are clearly identified as being open to the general public. (Title 5, Section 58051.5) Enrollment in the courses are open to any person who has been registered in the college's noncredit program and has met any applicable prerequisites. (Title 5, Sections 51006 and 58106)

E. RESPONSIBILITIES OF DISTRICT AND SER

The DISTRICT and SER shall make available ancillary and support services as relating to counseling, guidance, and placement assistance for the students.

F. PAYMENT

The DISTRICT shall reimburse SER for the use of staff and facilities at the rate of TWO DOLLARS AND TWO CENTS (\$2.02) per student attendance hour, up to a maximum of 159,500 hours. The hours claimed under this agreement must be certified to the DISTRICT for actual attendance during the preceding month for all properly enrolled students. Such payment is considered full payment to cover all of SER's contract cost of operating the instructional programs covered by this Agreement.

1. SER states that 69% of the above hourly rate represents actual costs of instructors including salaries and related benefits, 5% of the above hourly rate represents equipment costs, 20% represents facilities costs, and 6% represents other costs of operation.

G. CERTIFICATION BY DISTRICT

DISTRICT hereby certifies that on all student attendance from classes offered through this Agreement which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any public or private agency, individual, or group.

H. CERTIFICATION BY COUNTY

COUNTY hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

I. INSURANCE

1. SER shall maintain insurance for workers' compensation, required by law for its employees in the operation of this program.

2. SER provides, when required by law and at SER's own expense, workers' compensation insurance coverage for any student.
3. SER shall maintain during the entire term of this Agreement self insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and property damage coverage of not less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000) per accident. Said coverage shall expressly name the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, and the STATE OF CALIFORNIA and their agents, employees, and officers as additional insured. SER shall provide to DISTRICT a certificate of insurance covering the contract period and stating the required coverage.
 - a. This coverage shall not be canceled or coverage reduced, until notice has been mailed to the DISTRICT stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
 - b. Such coverage as provided for the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, the STATE OF CALIFORNIA, and their officers, agents, and employees shall be primary and any coverage carried by the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, the STATE OF CALIFORNIA and their officers, agents, and employees shall be excess and non-contributory. Notice evidencing said coverage shall be at all times furnished to the DISTRICT.

J. INDEMNIFICATION

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

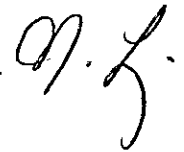
IN WITNESS WHEREOF, the parties have executed the agreement in the County of Orange,
State of California.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:



6/21/12 

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

SER, JOBS FOR PROGRESS, INC.

Signature:

Date:



6/27/12

Ronald Puente, Director
SER, Jobs for Progress, Inc.
1243 E. Warner
Santa Ana, CA 92706
(714) 556-8741

APPENDIX A

INDIVIDUAL INSTRUCTOR SERVICES AGREEMENTS

- Ali Alizadeh
- Tristen A. Auxier
- Esmeralda Godoy
- Jennifer Kapp
- Ryan A. Saucedo

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

**With Instructors From a Public Agency Or Private Organization
Pursuant to District's Instructional Services Agreement
With a Public Agency Or Private Organization**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the of the California Administrative Code, to enter into a written

contract with (name) Ali Alizadeh, an instructor, hereinafter

known as INSTRUCTOR, who is employed by SER-Jobs for Progress, Inc., which is either a public agency or private organization, and is hereinafter referred to as ENTITY.

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY.

The delivery of the curriculum will be in compliance with the provisions of the signed Instructional Services Agreement signed by ENTITY and DISTRICT, and with the catalog and the course outlines from Santa Ana College or Santiago Canyon College. Curriculum materials, testing and grading procedures, and materials and services such as those that DISTRICT provides to its hourly instructors on campus, may be provided by DISTRICT to INSTRUCTOR.

INSTRUCTOR is, and at all times shall be, an employee of ENTITY and not of DISTRICT. The DISTRICT will not be obligated to make any payment to INSTRUCTOR for services delivered under the Instructional Services Agreement, and will not be responsible for benefits including and not limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would otherwise accrue to faculty members. All salary and benefits payable or owing to INSTRUCTOR are the sole responsibility and liability of the employer who has signed the Instructional Services Agreement with the District.

Effectivity Period. This Agreement between INSTRUCTOR and DISTRICT shall be effective for the same period of time that the associated Instructional Services Agreement between DISTRICT and ENTITY exists.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY:

Ali Alizadeh

[Signature]

Date: May 4, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

**With Instructors From a Public Agency Or Private Organization
Pursuant to District's Instructional Services Agreement
With a Public Agency Or Private Organization**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the of the California Administrative Code, to enter into a written

contract with (name) Tristen A. Auxier, an instructor, hereinafter

known as INSTRUCTOR, who is employed by SER-Jobs for Progress, Inc., which is either a public agency or private organization, and is hereinafter referred to as ENTITY.

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY.

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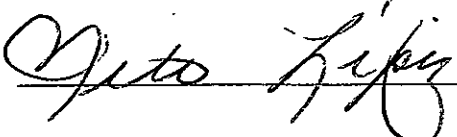
Effectivity Period. This Agreement between INSTRUCTOR and DISTRICT shall be effective for the same period of time that the associated Instructional Services Agreement between DISTRICT and ENTITY exists.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY: 



Date: May 4, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

**With Instructors From a Public Agency Or Private Organization
Pursuant to District's Instructional Services Agreement
With a Public Agency Or Private Organization**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the of the California Administrative Code, to enter into a written

contract with (name) Esmeralda Godoy, an instructor, hereinafter

known as INSTRUCTOR, who is employed by SER-Jobs for Progress, Inc., which is either a public agency or private organization, and is hereinafter referred to as ENTITY.

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY.

The delivery of the curriculum will be in compliance with the provisions of the signed Instructional Services Agreement signed by ENTITY and DISTRICT, and with the catalog and the course outlines from Santa Ana College or Santiago Canyon College. Curriculum materials, testing and grading procedures, and materials and services such as those that DISTRICT provides to its hourly instructors on campus, may be provided by DISTRICT to INSTRUCTOR.

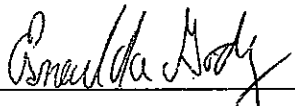
INSTRUCTOR is, and at all times shall be, an employee of ENTITY and not of DISTRICT. The DISTRICT will not be obligated to make any payment to INSTRUCTOR for services delivered under the Instructional Services Agreement, and will not be responsible for benefits including and not limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would otherwise accrue to faculty members. All salary and benefits payable or owing to INSTRUCTOR are the sole responsibility and liability of the employer who has signed the Instructional Services Agreement with the District.

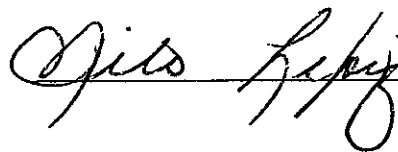
Effectivity Period. This Agreement between INSTRUCTOR and DISTRICT shall be effective for the same period of time that the associated Instructional Services Agreement between DISTRICT and ENTITY exists.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY: 



Date: May 4, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

**With Instructors From a Public Agency Or Private Organization
Pursuant to District's Instructional Services Agreement
With a Public Agency Or Private Organization**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the of the California Administrative Code, to enter into a written

contract with (name) Jennifer Kapp, an instructor, hereinafter

known as INSTRUCTOR, who is employed by SER-Jobs For Progress, Inc., which is either a public agency or private organization, and is hereinafter referred to as ENTITY.

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY.

The delivery of the curriculum will be in compliance with the provisions of the signed Instructional Services Agreement signed by ENTITY and DISTRICT, and with the catalog and the course outlines from Santa Ana College or Santiago Canyon College. Curriculum materials, testing and grading procedures, and materials and services such as those that DISTRICT provides to its hourly instructors on campus, may be provided by DISTRICT to INSTRUCTOR.

INSTRUCTOR is, and at all times shall be, an employee of ENTITY and not of DISTRICT. The DISTRICT will not be obligated to make any payment to INSTRUCTOR for services delivered under the Instructional Services Agreement, and will not be responsible for benefits including and not limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would otherwise accrue to faculty members. All salary and benefits payable or owing to INSTRUCTOR are the sole responsibility and liability of the employer who has signed the Instructional Services Agreement with the District.

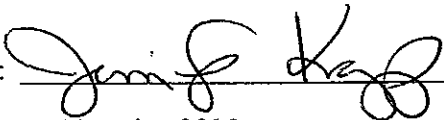
Effectivity Period. This Agreement between INSTRUCTOR and DISTRICT shall be effective for the same period of time that the associated Instructional Services Agreement between DISTRICT and ENTITY exists.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY:



Date: May 4, 2012



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

**With Instructors From a Public Agency Or Private Organization
Pursuant to District's Instructional Services Agreement
With a Public Agency Or Private Organization**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the of the California Administrative Code, to enter into a written

contract with (name) Ryan A. Saucedo, an instructor, hereinafter

known as INSTRUCTOR, who is employed by SER-Jobs For Progress, Inc., which is either a public agency or private organization, and is hereinafter referred to as ENTITY.

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY.

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Effectivity Period. This Agreement between INSTRUCTOR and DISTRICT shall be effective for the same period of time that the associated Instructional Services Agreement between DISTRICT and ENTITY exists.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY:

Ryan Saucedo [Signature]

Date: May 4, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To: Board of Trustees	Date: December 10, 2012
Re: Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District contracts with SER, Jobs for Progress, Inc. to operate Career Technical Education training. The District collects state funding on the attendance generated under this agreement and pays SER an hourly rate per hour of attendance to provide the services. The SER, Jobs for Progress, Vocational Training Agreement SAC-12-041, is effective July 1, 2012, to June 30, 2013.

ANALYSIS

For 2012-2013, Santa Ana College proposes to contract with SER to provide 45,000 student attendance hours in Career Technical Education/Vocational Training at the rate of \$2.02 per attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the instructional agreement with SER, Jobs for Progress, Inc. for program year 2012-2013.

Fiscal Impact: \$90,900 (corrected)	Board Date: December 10, 2012
Prepared by: James Kennedy, Interim Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

SER, JOBS FOR PROGRESS, INC.
VOCATIONAL TRAINING AGREEMENT

THIS AGREEMENT, made and entered into on the 1st day of July 2012, between Rancho Santiago Community College District, County of Orange, State of California, hereinafter called the "DISTRICT" and SER, JOBS FOR PROGRESS, INC., 1243 E. Warner, Santa Ana, California 92706, herein referred to as "SER."

WITNESSETH

WHEREAS, the Governing Board of the District has approved the contracting out of the vocational education program for Clerical/Office occupations pursuant to Education Code 78015; and

WHEREAS, through this agreement with the SER, the DISTRICT intends to provide a vocational education program for the benefit of eligible students of the DISTRICT, under the State Plan for Vocational Education and the Federal Carl D. Perkins Vocational and Technology Education Act of 1998, in order to prepare such students for a vocation in Clerical/Office occupations; and

WHEREAS, the DISTRICT also intends to limit the hours of instruction to a maximum of 45,000 student attendance hours for the Agreement. Other students may attend as private enrollees of SER, JOBS FOR PROGRESS, INC. but such enrollment shall not exceed a number at which the DISTRICT funded program may operate effectively; and

WHEREAS, SER represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds Course Approval under the provisions of Section 94312 of the Education Code of the State of California; and

WHEREAS, DISTRICT represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the DISTRICT,

WHEREAS, SER represents that each instructor of SER in this program possesses valid minimum teaching qualifications to teach in the specific vocational subject area as determined by the DISTRICT; and

WHEREAS, SER represents that its financial resources are adequate to insure operation for the duration of the student training period and that SER operates on the basis of sound administrative policies and adheres to nondiscriminatory practices and does not and shall not discriminate on the basis of race, ethnic or national origin, sex, age, disability, sexual orientation, or prior educational status or any other unreasonable basis for discrimination; and

WHEREAS, SER represents that its physical facilities meet requirements of state and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, SER represents that it maintains current, accurate records of both student attendance (class attendance sheets) and progress (grade sheets). SER consents to inspection of these records by authorized representatives of the DISTRICT, California Community College Board of Governors, and other regulatory and administrative agencies, and such records shall be submitted by SER on a schedule developed by DISTRICT; and

WHEREAS, SER represents that it is free of any pending or existing proceedings against it or that of any of its instructors; or in the alternative, that it can show to the satisfaction to the DISTRICT by way of written evidence that such proceedings are without merit and will be disposed of in favor of SER;

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:

All the above recitals are true and correct.

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1. SER RESPONSIBILITIES

SER shall provide vocational instruction, training, facility, equipment, supervision and other services for all enrolled students not to exceed a maximum of 45,000 student hours during the 2012/2013 school year (7/1/2012 through 6/30/2013). The vocational instructional program will be Business Skills, 780 hours. Instruction time shall be provided by SER for all students who wish such instruction during school holidays (excluding legal holidays) and Christmas recess provided such instructional time does not exceed total hours stipulated within this Agreement.

- A. All students shall be under the direct supervision of instructors with a valid credential for community college services or meet minimum qualifications in the area to be taught, such credential to be registered with the Orange County Department of Education and the DISTRICT.
- B. Instruction to be claimed for apportionment under this contract is under the immediate supervision and control of an employee of DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in vocational subjects in a California community college.
- C. Where the instructor is not a paid employee of DISTRICT, DISTRICT shall enter into a written agreement with each instructor who is conducting instruction for which FTES are to be reported. Instructors paid by SER shall enter into individual instructor service agreements with DISTRICT. These instructor agreements are included herein as APPENDIX A, and by this reference are incorporated into this Agreement.
- D. SER shall provide all necessary instructional supplies and equipment for the students covered by the agreement. All material and equipment supplied by SER

shall remain the property of SER and shall not be removed from the premises without permission of SER.

- E. Except as noted in this Agreement, SER shall not charge students receiving instruction and training under this Agreement additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this contract.
- F. SER will provide those administrative functions essential for the operation of its facilities at its own expense.
- G. SER shall provide all students who complete the program job placement services. Record of such placement services shall be kept and reported to the DISTRICT annually.
- H. SER shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
- I. SER's courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.

2. CURRICULUM

The curriculum shall be as described in the Rancho Santiago Community College District's catalog and the program and course outlines on file in the Instruction office

as approved by the Curriculum Council, the Chancellor, the Board of Trustees of the DISTRICT, and Chancellor's Office of the California Community Colleges.

3. DISTRICT RESPONSIBILITIES

- A. DISTRICT is responsible for the education program conducted at this site.
- B. The DISTRICT shall provide the normal administrative functions including admissions, counseling, registration, achievement records, and awarding of completion Certificates comparable to those maintained for any student of the DISTRICT.
- C. Procedures, Terms, and Conditions. The enrollment period for these vocational classes, the student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, the supervision and evaluation of students, and the withdrawal of students prior to completion of a course are determined by DISTRICT.
- D. Instruction to be claimed for apportionment under this contract is under the immediate supervision and control of an employee of DISTRICT who has met the minimum qualifications for instruction in a vocational subject in a California community college.
- E. DISTRICT shall demonstrate control and direction of SER instructors through such actions as providing the instructors, as appropriate, with an instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services that DISTRICT would provide to its hourly instructors on campus.
- F. The DISTRICT's policy on open enrollment shall be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes, along

with a description of the course. These courses offered by SER are all noncredit.

- G. The courses of instruction specified in this agreement and the outlines of record for such courses have been approved by college's curriculum committee as meeting Title 5 course standards and the courses have been approved by the DISTRICT's Board of Trustees.
- H. DISTRICT uses procedures to assure that instructors teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course and those procedures are applied to courses and instructors covered under the agreement and the students are held to a comparable level of rigor.

4. RESPONSIBILITIES OF SER AND DISTRICT

SER and the DISTRICT shall make available ancillary and support services as relating to counseling, guidance, and placement assistance for the students.

5. PAYMENT

The DISTRICT shall pay to SER on a monthly basis TWO DOLLARS AND TWO CENTS (\$2.02) per hour for each student positive attendance hour certified to the DISTRICT for actual attendance during the preceding month at SER's place of instruction for all properly enrolled students who are in good standing with the DISTRICT. Such payment to be considered in full payment to cover all contract cost of operating said instructional program. Total hours shall not exceed a maximum of 45,000 actual student hours of attendance under this contract.

- A. SER states that 69% of the above hourly rate represents actual costs of instructors including all salary and related benefits, 5% of the above hourly rate represents

rental of equipment, 20% of the above hourly rate represents rental of facilities, and 6% of the above hourly rate represents other costs of operations.

- B. The DISTRICT shall pay to SER for each student trainee throughout his or her enrollment the hourly rate in force at the time of the trainee's entry into the program or an amount not to exceed the rate charged.
- C. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to SER for payment for only the actual hours of authorized attendance of such students prior to the drop or withdrawal date.

6. COSTS PER STUDENT

Costs per student shall not exceed the total direct and indirect costs to provide the same training in public schools or the tuition the private post secondary school charges its private students, whichever is lower.

7. REIMBURSEMENT PER STUDENT

SER shall not be reimbursed for more than 780 hours of instruction for any one student in Business Skills. Exceptions to these limits will only be allowed with the prior consultation and approval of the District.

8. NEW STUDENTS

SER agrees to accept new students in programs during each enrollment period established by the DISTRICT and according to College enrollment procedures, provided that 45,000 student attendance hours are not exceeded.

9. SUPERVISION

The seven hundred eighty (780) hours of approved instruction and training shall be given under the direct supervision of California licensed instructors holding valid California

teaching credentials authorizing services in the area of clerical/office occupations in vocational programs in a community college or possessing equivalent qualifications established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors.

10. BILLING

SER shall submit and certify statements and billings every two weeks to: Rancho Santiago Community College District, Santa Ana College School of Continuing Education, Centennial Education Center, 2900 W. Edinger, Santa Ana, CA 92704-3902, Attention: Dean of Instruction and Student Services at the end of each month on the forms provided by the DISTRICT. Billings shall include evidence of positive attendance in accordance with State Regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees and number of actual hours of instruction given.

11. ATTENDANCE

Records of enrollee attendance shall be maintained by SER for a period of five (5) years and shall be available for review by the DISTRICT, its staff, its auditor, the Office of Private Post Secondary Education, and the staff of the Vocational Support Unit of the Chancellor's Office, California Community Colleges.

12. RECORDS

SER shall maintain accurate records of attendance and progress for each student and evaluations of each student at the request of the DISTRICT, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT.

13. REPORT

A report will be delivered regarding the accomplishment of the performance objectives for each instructional area at the end of the contract period.

14. TRANSFER STUDENTS

Should it become necessary for one or more DISTRICT students to transfer to the SER from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for instruction and training in the clerical office occupations, SER agrees to accredit each of such students with one hour for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

15. CERTIFICATION BY DISTRICT

DISTRICT hereby certifies that on all student attendance from classes offered through this agreement which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any public or private agency, individual, or group.

16. CERTIFICATION BY COUNTY

COUNTY hereby certifies that in receiving the compensation for attendance hours stipulated in this agreement, it does not, and will not receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

17. INSURANCE

A. SER shall obtain and maintain insurance, at the expense of SER, all workers' compensation insurance required by law for its employees in the operation of this

program. SER will provide, when required by law, and at SER's own expense, worker's compensation insurance coverage for the students in SER's program.

- B. SER shall maintain during the entire term of this Agreement self insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and property damage coverage of not less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000) per accident. Said coverage shall expressly name the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, and the STATE OF CALIFORNIA and their agents, employees, and officers as additional insured. SER shall provide to DISTRICT a certificate of insurance covering the contract period and stating the required coverage.
- a. This coverage shall not be canceled or coverage reduced, until notice has been mailed to the DISTRICT stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
- b. Such coverage as provided for the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, the STATE OF CALIFORNIA, and their officers, agents, and employees shall be primary and any coverage carried by the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, the STATE OF CALIFORNIA and their officers, agents, and employees shall be excess and non-contributory. Notice evidencing said coverage shall be at all times furnished to the DISTRICT.

18. INDEMNIFICATION

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

19. EFFECTIVE DATE

This Agreement shall become effective July 1, 2012, and shall be reviewed periodically by the parties hereto. Any amendment or adjustments reasonably necessary shall be made from time to time by mutual agreement. SER shall notify the DISTRICT of any change in facility location during the period of this Agreement. The DISTRICT reserves the right to terminate this Agreement due to a facility change that the DISTRICT determines to be inadequate for instructional purposes.

20. TERMINATION

The DISTRICT and SER reserve the right to terminate this Agreement at the end of any semester or summer session by giving thirty (30) days prior written notice. In addition the DISTRICT may terminate this agreement due to budgetary restraints identified by the Board of Trustees, thirty (30) days after giving written notice.

A. Should the DISTRICT exercise its right to terminate this Agreement, students

currently enrolled shall have the option to complete the current training course at a cost not to exceed the rate per student instructional hour as set forth herein. Such fees shall to be paid directly to SER by the student.

21. NOTICE

Any notice given under this Agreement shall be deemed given when personally served upon the Chancellor of the DISTRICT or upon the Chair of the Board of Directors of SER, JOBS FOR PROGRESS, INC. or when a certified notice is deposited in the mails in Orange County in a sealed envelope with postage thereon fully prepaid from one party to the other addressed as follows, respectively:

TO DISTRICT: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 North Broadway
Santa Ana, CA 92706
Attention: Vice Chancellor
Business Operations/Fiscal Services

TO CONTRACTOR: SER, JOBS FOR PROGRESS, INC.
1243 East Warner
Santa Ana, CA 92706

22. EXPIRATION DATE

This agreement shall expire June 30, 2013.

23. APPROVAL

This Agreement is subject to the approval of the California Community Colleges Chancellor's Office.

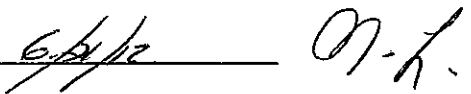
IN WITNESS WHEREOF, said parties to this Agreement have executed these presentations and here unto set their hands on the day and year first written.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:





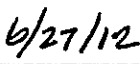
Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

SER, JOBS FOR PROGRESS, INC.

Signature:

Date:





Ronald Puente, Director
SER, Jobs for Progress, Inc.
1243 E. Warner
Santa Ana, CA 92706
(714) 556-8741

APPENDIX A

INDIVIDUAL INSTRUCTOR SERVICES AGREEMENTS

- Ali Alizadeh
- Tristen A. Auxier
- Esmeralda Godoy
- Jennifer Kapp
- Ryan A. Saucedo

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

**With Instructors From a Public Agency Or Private Organization
Pursuant to District's Instructional Services Agreement
With a Public Agency Or Private Organization**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the of the California Administrative Code, to enter into a written

contract with (name) Ali Alizadeh, an instructor, hereinafter

known as INSTRUCTOR, who is employed by SER-Jobs for Progress, Inc., which is either a public agency or private organization, and is hereinafter referred to as ENTITY.

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY.

The delivery of the curriculum will be in compliance with the provisions of the signed Instructional Services Agreement signed by ENTITY and DISTRICT, and with the catalog and the course outlines from Santa Ana College or Santiago Canyon College. Curriculum materials, testing and grading procedures, and materials and services such as those that DISTRICT provides to its hourly instructors on campus, may be provided by DISTRICT to INSTRUCTOR.

INSTRUCTOR is, and at all times shall be, an employee of ENTITY and not of DISTRICT. The DISTRICT will not be obligated to make any payment to INSTRUCTOR for services delivered under the Instructional Services Agreement, and will not be responsible for benefits including and not limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would otherwise accrue to faculty members. All salary and benefits payable or owing to INSTRUCTOR are the sole responsibility and liability of the employer who has signed the Instructional Services Agreement with the District.

Effectivity Period. This Agreement between INSTRUCTOR and DISTRICT shall be effective for the same period of time that the associated Instructional Services Agreement between DISTRICT and ENTITY exists.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY: Ali Alizadeh

[Signature]

Date: May 4, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

**With Instructors From a Public Agency Or Private Organization
Pursuant to District's Instructional Services Agreement
With a Public Agency Or Private Organization**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the of the California Administrative Code, to enter into a written

contract with (name) Tristen A. Auxier, an instructor, hereinafter

known as INSTRUCTOR, who is employed by SER-Jobs for Progress, Inc., which is either a public agency or private organization, and is hereinafter referred to as ENTITY.

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY.

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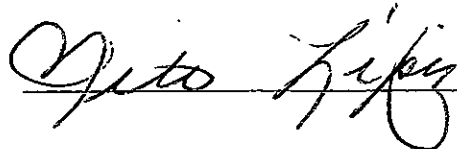
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY:  _____

 _____

Date: May 4, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

**With Instructors From a Public Agency Or Private Organization
Pursuant to District's Instructional Services Agreement
With a Public Agency Or Private Organization**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the of the California Administrative Code, to enter into a written

contract with (name) Esmeralda Godoy, an instructor, hereinafter

known as INSTRUCTOR, who is employed by SER-Jobs for Progress, Inc., which is either a public agency or private organization, and is hereinafter referred to as ENTITY.

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY.

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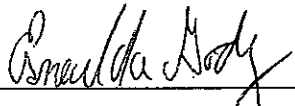
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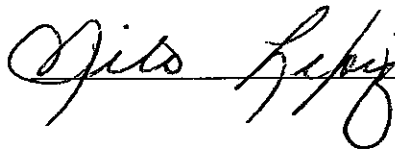
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INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY: 



Date: May 4, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

**With Instructors From a Public Agency Or Private Organization
Pursuant to District's Instructional Services Agreement
With a Public Agency Or Private Organization**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the of the California Administrative Code, to enter into a written

contract with (name) Jennifer Kapp, an instructor, hereinafter

known as INSTRUCTOR, who is employed by SER-Jobs For Progress, Inc., which is either a public agency or private organization, and is hereinafter referred to as ENTITY.

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY.

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INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY: Jennifer Kapp

David Lopez

Date: May 4, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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contract with (name) Ryan A. Saucedo, an instructor, hereinafter

known as INSTRUCTOR, who is employed by SER-Jobs For Progress, Inc., which is either a public agency or private organization, and is hereinafter referred to as ENTITY.

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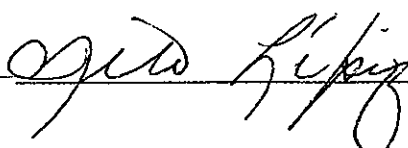
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INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY: 

Date: May 4, 2012



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

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of New Courses and New Programs for the 2013 – 2014 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is a partial summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2012. It only includes new courses and programs through December 3, 2012 which will appear in the 2013 – 2014 catalog.

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: December 10, 2012
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs, SAC	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: December 10, 2012
TO: Erlinda J. Martinez, Ed. D., President
FROM: Monica Porter, Chair of Curriculum & Instruction Council
RE: Proposed Revisions for 2013 – 2014 Catalog

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

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

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

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

NEW COURSES

Twenty five (25) new courses were approved because of new and/or expanded programs or major changes in the discipline. (See Attachment #1)

NEW PROGRAMS

Four (4) new programs were approved. (See Attachment #1)

Catalog 2013 - 2014

NEW COURSES

SANTA ANA COLLEGE

1. Biology 111, Marine Biology
2. Communications & Media Studies 123B, Intermediate News Media Production
3. Communications & Media Studies 123C, Advanced Intermediate News Media Production
4. Communications & Media Studies 123D, Advanced News Media Production
5. Communications & Media Studies 160, Introduction to Photojournalism
6. Criminal Justice Academies 010D, Explorer Training Academy
7. Dance 109B, Pilates Mat II
8. Dance 109C, Pilates Mat III
9. Fire Technology 121L, Physical Fitness for Public Safety Personnel - Performance and Assessment
10. Kinesiology Activities 260B, Soccer-Intermediate/Advanced
11. Kinesiology Activities 265B, Indoor Soccer- Intermediate/Advanced
12. Mathematics 078, Math for Engineering I
13. Mathematics 167, Math for Engineering II
14. Music 180B, Intermediate String Methods
15. Music 268, Intermediate Keyboard Repertoire
16. Nursing-Registered 106A, Health Science Skills Laboratory- First Semester
17. Nursing-Registered 106B, Health Science Skills Laboratory- Second Semester
18. Nursing-Registered 106C, Health Science Skills Laboratory- First Year Refresher
19. Nursing-Registered 206A, Health Science Skills Laboratory- Third Semester
20. Nursing-Registered 206B, Health Science Skills Laboratory- Fourth Semester
21. Nursing-Registered 206C, Health Science Skills Laboratory- Second Year Transition
22. Welding 029B, Advanced Arc Welding Level II
23. Welding 029C, Advanced Arc Welding Level III
24. Welding 039B, Inert Gas Welding Level II
25. Welding 040B, Welding Training Certification Level II

NEW PROGRAMS

SANTA ANA COLLEGE

26. Associate in Arts in Elementary Teacher Education for Transfer AA-T Degree (*Program Outline Attached*)
27. Associate in Arts in Geography for Transfer AA-T Degree (*Program Outline Attached*)
28. Associate in Arts in Political Science for Transfer AA-T Degree (*Program Outline Attached*)
29. Associate in Science in Business Administration for Transfer AS-T Degree (*Program Outline Attached*)

PROGRAM OF STUDY

Associate in Arts in Elementary Teacher Education for Transfer (sac.educe.aat) A.A-T Degree for Transfer

Option 2 Associate in Arts in Elementary Teacher Education for Transfer

The Associate in Arts in Elementary Teacher Education for Transfer (AA-T) prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree in Liberal Studies and into a multiple subject teaching credential program. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AA-T degree also provides guaranteed admission with junior status to the CSU system, along with priority admission to the local CSU, Fullerton, in the Liberal Studies major. See page ___**___ for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AS-T) degrees. Upon completion of the AA-T in Elementary Teacher Education students will have a strong foundation in introductory content area subject matter requirements for teaching at the elementary school level. Students will also have the opportunity to participate in supervised fieldwork in K-12 settings.

Required Core Courses

EDUC 100	Introduction to Education	3
ERTH 115	Earth Science for Educators	4
	or	
GEOL 101	Introduction to Geology	3
	and	
GEOL 101L	Introduction to Geology Laboratory	1
CMST 102	Public Speaking	3
ENGL 101	Freshman Composition	4
	or	
ENGL 101H	Honors Freshman Composition	4
CHEM 115	Concepts in Physical Sciences for Educators	4
	or	
PSC 115	Concepts in Physical Sciences for Educators	4
BIOL 115	Concepts in Biology for Educators	4
	or	
BIOL 109	Fundamentals of Biology	3
	and	
BIOL 109L	Fundamentals of Biology Laboratory	1
MATH 204	Mathematical Concepts for Elementary School Teachers	4
HIST 101	World Civilizations to the 16th Century	3
	or	
HIST 101H	Honors World Civilizations to the 16th Century	3
ENGL 102	Literature and Composition	4
	or	
ENGL 102H	Honors Literature and Composition	4
GEOG 100	World Regional Geography	3
	or	
GEOG 100H	Honors World Regional Geography	3
POLT 101	Introduction to American Governments	3
	or	
POLT 101H	Honors Introduction to American Governments	3
HIST 120	The United States to 1865	3
	or	
HIST 120H	Honors The United States to 1865	3
HUD 107	Child Growth and Development (DS1)	3
	or	

PSYC 157 Introduction to Child Psychology 3

45

List A - Select one course (4 units)

Units

ENGL 103 Critical Thinking and Writing 4
 ENGL 103H Honors Critical Thinking and Writing 4
 PHIL 110 Critical Thinking 4
 PHIL 110H Honors Critical Thinking 4

List B - Select one course (3 units)

Units

ART 100 Introduction to Art Concepts 3
 or
 ART 100H Honors Introduction to Art Concepts 3
 DNCE 100 Dance History and Appreciation 3
 or
 DNCE 100H Honors Dance History and Appreciation 3
 DNCE 102 Introduction to Dance Forms 3
 MUS 101 Music Appreciation 3
 or
 MUS 101H Honors Music Appreciation 3
 THEA 100 Introduction to Theatre 3

List C - Select 3 to 6 units from courses below or from any course(s) not taken above

Units

ANTH 104 Language and Culture 3
 or
 ANTH 104H Honors Language and Culture 3
 EDUC 205 Personal Proficiency in Educational Technologies for Elementary Teachers 3
 EDUC 204 Personal Proficiency in Educational Technologies for Secondary Teachers 3
 ENGL 104 Language and Culture 3
 or
 ENGL 104H Honors Language and Culture 3
 ENGL 206 Introduction to Language Structure and Use 3
 ENGL 231 Survey of English Literature 3
 ENGL 232 Survey of English Literature 3
 ENGL 241 Survey of American Literature 1600-1865 3
 ENGL 242 Survey of American Literature, 1865-Present 3
 ENGL 270 Children's Literature 3
 ENGL 271 Survey of World Literature 3
 ENGL 272 Survey of World Literature 3
 ETHN 101 Introduction to Ethnic Studies 3
 or
 ETHN 101H Honors Introduction to Ethnic Studies 3
 GEOG 102 Cultural Geography 3
 IDS 200 Introduction to Liberal Studies 3
 KNPR 140 Movement Education for Elementary School Children 3
 PHIL 106 Introduction to Philosophy 3
 or
 PHIL 106H Honors Introduction to Philosophy 3
 PHIL 108 Ethics 3
 PHIL 112 World Religions 3

Total Units

55 - 58

PROGRAM OF STUDY

Associate in Arts in Geography for Transfer (sac.geog.aat) A.A-T Degree for Transfer

The Associate in Arts in Geography for Transfer (AA-T) prepares students to move into a curriculum at a 4-year institution leading to a baccalaureate degree in Geography. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AA-T degree also provides guaranteed admission with junior status to the CSU system, along with priority admission to the local CSU, Fullerton, in the Geography major. See page ___**___ for a list of additional requirements for all Associate in Arts for the Geography major. See page ___**___ for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AS-T) degrees. Upon completion of the AA-T in Geography students will have an understanding of both the breadth and depth of the spatial perspective that is central to geographic study. This knowledge will be grounded in the comprehension of geographic principles, concepts, ideas, theories, research, terminology, and relationships. Students will also have the capacity to write and think in a critical and analytical way about issues pertaining to earth surface study, human/environment interaction and impact, and local, regional, and global relationships and associations.

Required Core (6 units)		Units
GEOG 102	Cultural Geography	3
GEOG 101	Physical Geography	3
		6

List A - select 6-7 Units		Units
GEOG 101L	Physical Geography Laboratory	1
GEOG 100	World Regional Geography	3
BA 150	Introduction to Geographic Information Systems	3

List B - select 6 units		Units
Any course not selected in list A above		
ANTH 100	Introduction to Cultural Anthropology	3
or		
ANTH 100H	Honors Introduction to Cultural Anthropology	3
BIOL 109	Fundamentals of Biology	3
or		
BIOL 109H	Honors Fundamentals of Biology	3
BIOL 109L	Fundamentals of Biology Laboratory	3
BIOL 211	Cellular and Molecular Biology	5
BIOL 212	Animal Diversity and Ecology	5
BIOL 214	Plant Diversity and Evolution	5
CHEM 209	Introductory Chemistry	4
CHEM 219	General Chemistry	5
or		
CHEM 219H	Honors General Chemistry	5
CMPR 105	Visual BASIC Programming	3
CMPR 120	Introduction to Programming	3
CMPR 121	Programming Concepts	3
CMPR 131	Data Structures Concepts	3
ECON 120	Principles/Macro	3
ECON 121	Principles/Micro	3
ENGL 102	Literature and Composition	4
or		
ENGL 102H	Honors Literature and Composition	4
ENGL 103	Critical Thinking and Writing	4
or		

ENGL 103H	Honors Critical Thinking and Writing	4
GEOL 101	Introduction to Geology	3
GEOL 101L	Introduction to Geology Laboratory	1
MATH 105	Mathematics for Liberal Arts Students	3
MATH 180	Analytic Geometry and Calculus	4
	or	
MATH 180H	Honors Analytic Geometry and Calculus.....(Revised: 09/2009)	4
MATH 185	Analytic Geometry and Calculus	4
MATH 219	Statistics and Probability	4
	or	
MATH 219H	Honors Statistics and Probability	4
PHIL 110	Critical Thinking	4
	or	
PHIL 110H	Honors Critical Thinking	4
PHYS 109	Survey of General Physics	4
PHYS 279	College Physics I	4
PHYS 289	College Physics II	4
POLT 101	Introduction to American Governments	3
	or	
POLT 101H	Honors Introduction to American Governments	3
POLT 220	International Politics	3
SOCS 219	Statistics and Probability	4
	or	
SOCS 219H	Honors Statistics and Probability	4
Total Units		18 - 19

PROGRAM OF STUDY

Associate in Arts in Political Science for Transfer (sac.polt.aat) A.A-T Degree for Transfer

The Associate in Arts in Political Science for Transfer (AA-T) prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree in Political Science. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AA-T degree also provides guaranteed admission with junior status to the CSU system, along with priority admission to the local CSU, Fullerton, in the Political Science major. See page ___**___ for a list of additional requirements for all Associate In Arts for Transfer (AA-T) and Associate in Science for Transfer (AS-T) degrees. Upon completion of the AA-T in Political Science students will have an understanding of both the breadth and depth of the political science discipline. This knowledge will be grounded in the comprehension of political science principles, concepts, ideas, theories, research, and terminology. Students will also have the capacity to write and think in a critical and analytical way about issues pertaining to politics, government, and society.

Page ___**___:

Requirements

The following is required for all AA-T or AS-T degrees:

Minimum of 60 CSU-transferable semester units (SAC courses numbered 100 and above).

- A. Minimum grade point average (GPA) of at least 2.0 in all CSU-transferable coursework. While a minimum of 2.0 is required for admission, some majors may require a higher GPA. Please consult with a counselor for more information.
- B. Completion of a minimum of 18 semester units in an "AA-T" or "AS-T" major as detailed in the College Credit Instructional Programs section of the catalog. All courses in the major must be completed with a grade of C or better or a "P" if the course is taken on a "pass-no pass" basis (title 5 § 55063).
- C. Certified completion of the California State University General Education-Breadth pattern (CSU GE Breadth) (see page 38 for more information); OR the Intersegmental General Education Transfer Curriculum (IGETC) pattern (see page 39 for more information). Completion of Santa Ana College local general education requirements (Plan A) does not meet the requirement for AA-T and AS-T degrees.

Required Core: 3 units		Units
POLT 101	Introduction to American Governments	3
	or	
POLT 101H	Honors Introduction to American Governments	3
		3

List A (select 3): 9-10 Units		Units
POLT 201	Introduction to Comparative Politics	3
POLT 220	International Politics	3
POLT 200	American Political Thought	3
	or	
POLT 200H	Honors American Political Thought	3
MATH 219	Statistics and Probability	4
	or	
MATH 219H	Honors Statistics and Probability	4
	or	
SOCS 219	Statistics and Probability	4
	or	
SOCS 219H	Honors Statistics and Probability	4

List B (select two): 6 Units (Choose from any courses not selected above and/or a below course.)		Units
POLT 235	Identity Politics	3
	or	
ECON 120	Principles/Macro	3

ECON 121	or Principles/Micro	3
HIST 122	or American History-Dynamics of Change	3
Total Units		18 - 19

PROGRAM OF STUDY

Associate in Science in Business Administration for Transfer (sac.bus.ast) A.S-T Degree for Transfer

The Associate in Science in Business Administration for Transfer (AS-T) prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree in Business Administration. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AS-T degree also provides guaranteed admission with Junior status to the CSU system, although does not guarantee acceptance to a particular campus. See the SAC catalog for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AS-T) degrees.

Upon completion of the AS-T degree in Business Administration, students will have a general understanding of business fundamentals, including the areas of accounting, economics, and computer information systems. In addition, they will have an understanding of the legal environment of business, and will have a sufficient understanding of mathematical concepts to enable them to successfully pursue a business degree at a four-year institution.

The AS-T degree in Business Administration is appropriate for students whose vocational plans include careers in business fields such as accounting, computer information systems, finance, management, marketing, or other business fields.

Required Core:	Units
ACCT 101 Financial Accounting	4
ACCT 102 Managerial Accounting	4
ECON 120 Principles/Macro	3
ECON 121 Principles/Micro	3
BUS 101 Business Law	3
or	
BUS 105 Legal Environment of Business	3
	17

List A: Select one of the following courses:

	Units
MATH 150 Calculus for Biological, Management and Social Sciences	4
MATH 145 Finite Mathematics.....(Revised: 5/2007)	4
MATH 180 Analytic Geometry and Calculus	4
or	
MATH 180H Honors Analytic Geometry and Calculus	4
MATH 219 Statistics and Probability	4
or	
MATH 219H Honors Statistics and Probability	4

List B: Select two courses from the list below, or from any course from List A that has not already been used.

	Units
BUS 150 Introduction to Information Systems and Applications	3
or	
CMPR 100 The Computer and Society	3
BUS 100 Fundamentals of Business	3
or	
BUS 222 Business Writing	3

Total Units	27 - 29
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College
Academic Affairs

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of New Credit and Non-Credit Curricula for the 2013-2014 Santiago Canyon College Catalog	
Action:	Request for Approval	

BACKGROUND

The Santiago Canyon College Curriculum and Instruction Council (CIC) approves all catalog revisions including: general education requirements for the Associate Degree, general education breadth requirements for the California State Universities, Intersegmental Education Transfer Curriculum (IGETC), programs and courses.

ANALYSIS

The attached memo represents a summary of the Curriculum and Instruction Council's work and catalog revisions for new curricula for the 2013-2014 academic year. Academic policies have been reviewed and revised, and are recommended for approval.

RECOMMENDATION

It is recommended that the Board approve the new credit and non-credit curricula for the 2013-2014 Santiago Canyon College catalog as presented.

Fiscal Impact:	None.	Board Date: December 10, 2012
Prepared by:	Aracely Mora, Vice President, Academic Affairs Craig Rutan, Chair, Curriculum and Instruction Council	
Submitted by:	Juan Vázquez, President	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: November 27, 2012
TO: Juan Vázquez, President of Santiago Canyon College
FROM: Craig Rutan, Chair of the Curriculum and Instruction Council
RE: **PROPOSED NEW CURRICULA FOR THE 2013-2014 CATALOG**

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

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

The new curricula initiated at Santiago Canyon College for the 2013-2014 catalog are:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A):

The following options were added for general education requirements:

Area A – Natural Sciences

Anthropology 101L added.
Physics 150A added.

Area B1 – American Institutions

History 126 added.

Area B2 – Social Sciences Elective

History 126 added.

Area C – Humanities

Communication 126 added.

Area E2 – Communication and Analytical Thinking

Communication 126 added.

Area F1 – Lifelong Understanding and Self-Development

Kinesiology 100 added.

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B):

The following options were added for general education requirements:

Area A3 - Critical Thinking

English 102 added.

Area B1 – Physical Sciences

Geology 142 added.

Physics 150A added.

Area B2 – Life Science

Biology 221, 231 and 290 added.

Area B3 – Laboratory Activity

Anthropology 101L added.

Biology 221, 231 and 290 added.

Physics 150A added.

Area B4 – Mathematics/Quantitative Reasoning

Mathematics 203 added.

Area C1 – Arts (Art, Dance, Music, Theatre)

Art 149A added.

Area C2 – Humanities

Communication 126 added.

English 102 added.

Area D6 – History

History 126 added.

Area D7 – Interdisciplinary Social or Behavioral Science

Communication 126 added.

Area E1 – Lifelong Understanding and Self-Development

Kinesiology 100 added.

Area US1 – Historical Development of American Institutions and Ideals

History 126 added.

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C):

The following options were added for general education requirements:

Area 1B - Critical Thinking - English Composition

English 102 added.

Area 3A – Arts

Communication 126 added.

Area 3B - Humanities

English 102 added.

Area 4 – Social and Behavioral Sciences

History 126 added.

Communication 126 added.

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C): (continued)

Area 5A – Physical Science

Geology 142 added.

Physics 150A and 150B added.

Area 5B – Biological Science

Biology 221, 231 and 290 added.

Area 5C – Laboratory Activity

Anthropology 101L added.

Biology 221, 231 and 290 added.

Physics 150A and 150B added.

NEW PROGRAMS, DEGREES AND CERTIFICATES:

(See Attachment #1)

A total of ten (10) new programs, degrees and certificates were added to the academic year.

NEW COURSES:

(See Attachment #2)

One hundred fifty-one (151) new courses were approved due to new and/or expanded programs or major changes in the discipline.

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

NEW PROGRAMS, DEGREES AND CERTIFICATES

2013-2014 Catalog

Credit

Elementary Teacher Education, Associate in Arts for Transfer degree
History, Associate in Arts for Transfer degree
Kinesiology, Associate in Arts for Transfer degree
Political Science, Associate in Arts for Transfer degree
Studio Arts, Associate in Arts for Transfer degree

Construction Inspection, Associate in Science
Environmental Management, Associate in Science
Environmental Management, Certificate of Achievement
Code Enforcement Officer, Certificate of Proficiency

Non-Credit

Warehousing, Certificate of Completion

NEW COURSES

Credit

Anthropology 101L	Physical Anthropology Laboratory
Apprenticeship Carpentry 005C*	Specialized Forms and Rigging
Apprenticeship Carpentry 030AJ*	First Aid/CPR
Apprenticeship Carpentry 030BJ*	OSHA 10 Construction Safety – Journeyman
Apprenticeship Carpentry 030CJ*	OSHA 30 Construction Safety – Journeyman
Apprenticeship Carpentry 030DJ*	Construction Fall Protection – Journeyman
Apprenticeship Carpentry 040AJ*	Scaffold Erector, Welded Frame/Mobile Tower - Journeyman
Apprenticeship Carpentry 040BJ*	Scaffold Erector, Qualification Studies – Journeyman
Apprenticeship Carpentry 040DJ*	Scaffold Erector, Tube and Clamp – Journeyman
Apprenticeship Carpentry 041AJ*	Powered Industrial Truck Operator - Rough Terrain – Journeyman
Apprenticeship Carpentry 041BJ*	Powered Industrial Truck Operator - Industrial Terrain – Journeyman
Apprenticeship Carpentry 041CJ*	Aerial Lifts – Journeyman
Apprenticeship Carpentry 072C*	Advanced Lathing
Apprenticeship Carpentry 075CJ*	Welding Certification Studies – Journeyman
Apprenticeship Carpentry 090J*	Mine Safety and Health Administration - New Miner - Journeyman
Apprenticeship Carpentry 091J*	Mine Safety and Health Administration - New Miner Qualification Studies – Journeyman
Apprenticeship Carpentry 092J*	Safety and Health Certifications – Journeymen
Apprenticeship Carpentry 093J*	Infection Control Risk Assessment Best Practices in Health-Care Construction – Journeyman
Apprenticeship Carpentry 095*	Water Treatment Facilities
Apprenticeship Carpentry 095J*	Water Treatment Facilities – Journeyman
Apprenticeship Insulator 021*	Orientation
Apprenticeship Insulator 022*	Safety and Health Certifications
Apprenticeship Insulator 023*	Insulation Basics
Apprenticeship Insulator 024*	Construction Methods
Apprenticeship Insulator 025A*	Printreading
Apprenticeship Insulator 025B*	Advanced Printreading
Apprenticeship Insulator 026*	Sound Control and Weatherstripping
Apprenticeship Insulator 027*	Flexible Foam Insulation
Apprenticeship Insulator 031*	Green Building and Weatherization
Apprenticeship Insulator 031J*	Green Building and Weatherization – Journeyman
Apprenticeship Insulator 032*	Specialty Installations
Apprenticeship Insulator 033*	Energy Audit
Apprenticeship Insulator 034*	Firestop/Fireproofing Procedures
Apprenticeship Insulator 035*	Infiltration and Moisture Control
Apprenticeship Insulator 036*	Loose Fill and Spray Insulation
Apprenticeship Insulator 037*	Rigid and Cellular Glass Insulation
Apprenticeship Insulator 041*	Supervisory Training
Apprenticeship Millwright 021	Orientation
Apprenticeship Millwright 022	Safety and Health Certifications
Apprenticeship Millwright 023A	Millwright General Skills- A
Apprenticeship Millwright 023B	Millwright General Skills- B
Apprenticeship Millwright 024	Printreading

* Stand Alone course
Distance Education Addendum

Credit (con't)

Apprenticeship Millwright 025	Welding Fabrication
Apprenticeship Millwright 026	Cutting and Burning
Apprenticeship Millwright 027	Optics and Machinery Alignment
Apprenticeship Millwright 028	Machinery Shaft Alignment
Apprenticeship Millwright 029A	Structural Welding - AWS A
Apprenticeship Millwright 029B	Structural Welding - AWS B
Apprenticeship Millwright 030	Rigging Hardware and Procedures
Apprenticeship Millwright 031	Turbine Familiarization
Apprenticeship Millwright 032	Pumps
Apprenticeship Millwright 033	Conveyor Systems
Apprenticeship Millwright 034	Drives, Pulleys and Belts
Apprenticeship Millwright 036A	Machinery Installation and Erection – A
Apprenticeship Millwright 036B	Machinery Installation and Erection – B
Apprenticeship Millwright 037	Turbine Maintenance
Apprenticeship Millwright 038*	Concentrated Photovoltaic Installations
Apprenticeship Millwright 039	Compressor Theory and Maintenance
Apprenticeship Millwright 040*	Wind Turbine Installations
Apprenticeship Millwright 041J*	Millwright 16 Hour Safety – Journeyman
Apprenticeship Millwright 042J*	Human Performance – Journeyman
Apprenticeship Millwright 051*	Solar Installer Level 1
Apprenticeship Millwright 051J*	Solar Installer Level 1 – Journeyman
Art 149A	Introduction to Digital Photography
Biology 190 [#]	Introduction to Biotechnology
Biology 191* [#]	Biotechnology A: Basic Lab Skills
Biology 221	Animal Diversity and Evolution
Biology 231	Plant Diversity and Ecology
Biology 290	Biochemistry and Molecular Biology
Communication 126	Introduction to Mass Communication
Engineering 210	Engineering Materials
Engineering 220	Statics
Engineering 225	Dynamics
Engineering 230	Network Analysis
History 126 [#]	United States since 1945
Kinesiology 100 [#]	Introduction to Kinesiology
Kinesiology 101	First Aid and CPR
Kinesiology 102	Nutrition and Fitness
Kinesiology 104 [#]	Healthful Living
Kinesiology 109 [#]	Sport in US Society
Kinesiology 110	Women's Health Issues
Kinesiology 111 [#]	Sports Psychology
Kinesiology 119	Personal Fitness Evaluation
Kinesiology 120A	Basic Aerobics
Kinesiology 120B	Intermediate Aerobics
Kinesiology 121A	Basic Step Aerobics
Kinesiology 123A	Basic Stretch, Flex, and Tone

* Stand Alone course

[#] Distance Education Addendum

Credit (con't)

Kinesiology 123B	Intermediate Stretch, Flex, and Tone
Kinesiology 125A	Basic Cardio Kickboxing
Kinesiology 125B	Intermediate Cardio Kickboxing
Kinesiology 126A	Basic Spin
Kinesiology 126B	Intermediate Spin
Kinesiology 127A	Basic Yoga
Kinesiology 127B	Intermediate Yoga
Kinesiology 140A	Basic Circuit Weight Training
Kinesiology 140B	Intermediate Circuit Weight Training
Kinesiology 140C	Advanced Circuit Weight Training
Kinesiology 146A	Basic Strength Training
Kinesiology 146B	Intermediate Strength Training
Kinesiology 146C	Advanced Strength Training
Kinesiology 147	Strength Training for Women
Kinesiology 160A	Basic Basketball
Kinesiology 160B	Intermediate Basketball
Kinesiology 163A	Basic Indoor Soccer
Kinesiology 168A	Basic Volleyball
Kinesiology 168B	Intermediate Volleyball
Kinesiology 185A	Basic Swimming
Kinesiology 185B	Intermediate Swimming
Kinesiology 185C	Advanced Swimming
Kinesiology 200	Conditioning for Athletes-Men
Kinesiology 201	Conditioning for Athletes-Co-Ed
Kinesiology 202	Conditioning for Athletes-Women
Kinesiology 203	Speed and Agility-Men
Kinesiology 204	Speed and Agility-Wome
Kinesiology 240	Basketball Team- Men
Kinesiology 241	Basketball Team- Women
Kinesiology 245	Volleyball Team- Men
Kinesiology 246	Volleyball Team- Women
Kinesiology 250	Track and Field Team-Men
Kinesiology 251	Track and Field Team-Women
Kinesiology 252	Track and Field Team-Off Season
Kinesiology 255	Cross Country Team-Men
Kinesiology 256	Cross Country Team-Women
Kinesiology 265	Golf Team-Men
Kinesiology 267	Golf Team-Off Season
Kinesiology 270	Soccer Team-Men
Kinesiology 271	Soccer Team-Women
Kinesiology 272	Soccer Team Off Season-Men
Kinesiology 273	Soccer Team Off Season-Women
Kinesiology 274*	Theory of Soccer
Kinesiology 281	Softball Team-Women
Kinesiology 283	Softball Team Off Season-Women

* Stand Alone course

Distance Education Addendum

Credit (con't)

Kinesiology 284*
Physics 150A
Physics 150AC
Physics 150B
Physics 150BC
Public Works 063
Public Works 067
Public Works 068
Public Works 069
Public Works 070
Public Works 074
Public Works 110
Water Utility Science 058*
Water Utility Science 066*

Theory of Softball
Introductory Physics I
Introductory Physics I - Calculus
Introductory Physics II
Introductory Physics II - Calculus
Construction Materials and Testing
Environmental Management
Fundamentals of Storm Water Management
Green Infrastructure Construction
Construction Inspection
Contract Administration
Introduction to Microsoft Project
NPDES - Regulations and Standards
Backflow Devices in Water/Wastewater

Non-Credit

Adult Basic Education 010
Vocational: Warehousing 010*
Vocational: Business 014

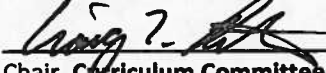
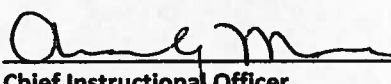
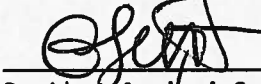
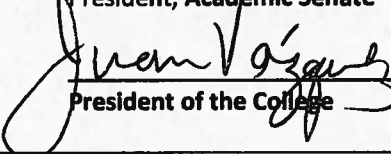
Money Matters: Financial Literacy
Warehouse Worker
Introduction to Mobile and Social Media Tools

* Stand Alone course
Distance Education Addendum

Title of Proposed Program Associate in Arts in Elementary Teacher Education for Transfer degree

CURRICULUM & INSTRUCTIONAL ADMINISTRATION:

The program(s) and/or course(s) has/have been approved by the curriculum committee and instructional administration, and satisfy all applicable requirements of the California Code of Regulations, Title 5.

<u>11/19/2012</u> Date	<u>Craig Rutan</u> Name	<u></u> Chair, Curriculum Committee
<u>11/19/2012</u> Date	<u>Aracely Mora</u> Name	<u></u> Chief Instructional Officer
<u>11/20/2012</u> Date	<u>Corinna Evett</u> Name	<u></u> President, Academic Senate
<u>11/26/2012</u> Date	<u>Juan Vázquez</u> Name	<u></u> President of the College

DISTRICT (check one):

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The governing board has delegated to me the authority to approve program and/or course proposal(s), and I have approved the proposal(s) attached to this request.

_____	_____	Raúl Rodríguez, Ph.D.
Date	Name	Chancellor of the District

CAREER TECHNICAL EDUCATION (CTE) PROGRAMS ONLY:

The program(s) fulfill(s) the requirements of employers in the occupation, provide students with appropriate occupational competencies, and meet any relevant professional or licensing standards.

_____	_____	_____
Date	Name	Signature, Regional Consortium Chair



PROGRAM OF STUDY

Associate in Arts in Elementary Teacher Education for Transfer

The Associate in Arts in Elementary Teacher Education for transfer degree is designed to prepare students for transfer to a California State University traditional or integrated teacher preparation program, most commonly found in the Liberal Studies major. It incorporates the elementary subject matter competence requirements as established by the California Teacher Credentialing Commission. The AA-T degree program requirements and the recommended electives prepare students in content areas for the California Subject Examinations for Teachers (CSET) of Multiple Subjects. Additionally, the degree curriculum may also serve as preparation for paraprofessional positions in the K-12 classroom, meeting unit requirements for paraprofessionals as established by the No Child Left Behind Act.

Major requirements for the associate in arts for transfer degree:

		Units
EDUC 200	Introduction to Elementary Classroom Teaching	3
BIOL 109/109H	Fundamentals of Biology	3
BIOL 109L	Fundamentals of Biology Laboratory	1
COMM 110	Public Speaking	3
ENGL 101/101H	Freshman Composition	4
ENGL 102/102H	Literature and Composition	4
ERTH 115	Earth Science for Educators	4
GEOG 100/100H	World Regional Geography	3
HIST 101/101H	World Civilizations to the 16th Century	3
HIST 120/120H	The United States to 1865	3
HUD 107	Child Growth and Development (DS1)	3
MATH 203	Fundamental Concepts of Elementary Mathematics	4
POLT 101/101H	Introduction to American Governments	3
PSC 115	Concepts in Physical Sciences for Educators	4

Select one course from the following (List A):

		Units
ENGL 103/103H	Critical Thinking and Writing	4
PHIL 110/110H	Critical Thinking	4

Select one course from the following (List B):

		Units
ART 100/100H	Introduction to Art Concepts	3
DNCE 100	Dance History and Appreciation	3
MUS 101/101H	Music Appreciation	3
THEA 100	Introduction to Theatre	3

Select 8 units from the following (List C):

		Units
EDUC 101	Introduction to Education	3
EDUC 204	Personal Proficiency in Educational Technologies for Secondary Teachers	3
ANTH 104	Language and Culture	3

CNSL 118	Self Exploration and the Teaching Profession	2
ENGL 231	Survey of English Literature	3
ENGL 232	Survey of English Literature	3
ENGL 241	Survey of American Literature 1600-1865	3
ENGL 242	Survey of American Literature, 1865-Present	3
ENGL 270	Children's Literature	3
ENGL 271	Survey of World Literature	3
ENGL 272	Survey of World Literature	3
ETHN 101	Introduction to Ethnic Studies	3
FREN 102	Elementary French II	5
HIST 133	History of California	3
MATH 105	Mathematics for Liberal Arts Students	3
MATH 219/219H	Statistics and Probability	4
	or	
SOCS 219/219H	Statistics and Probability	4
PHIL 106/106H	Introduction to Philosophy	3
PHIL 108	Ethics	3
PHIL 112	World Religions	3
SPAN 102/102H	Elementary Spanish II	5

California State University campuses have preferences on which List C courses should be chosen.

- California State University Fullerton prefers one of the following: ANTH 104 or ENGL 270 or ENGL 231, 232, 241, or 242
- California State University Long Beach prefers these courses: Ethnic Studies 101, EDUC 204, and PHIL 106 or 108 or 112

NOTE: At SCC Math 105 is a prerequisite to Math 203 and may reduce the number of elective units in List C to 5 units.

Total Units **60**

Program Outcomes

1. Students will be able to identify elements of diversity and diverse learning styles in student populations and discover how teachers and schools can promote learning for all students.
2. Students will demonstrate proficiency in 14 content areas required for subject matter competency for elementary teachers.

END 558



CCC CURRICULUM INVENTORY
Program Proposal
SIGNATURE PAGE



Title of Proposed Program **Associate in Arts in Kinesiology for Transfer degree**

CURRICULUM & INSTRUCTIONAL ADMINISTRATION:

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11/19/2012
Date Craig Rutan
Name

Craig Rutan
Chair, Curriculum Committee

11/19/2012
Date Aracely Mora
Name

Aracely Mora
Chief Instructional Officer

11/20/2012
Date Corinna Evett
Name

Corinna Evett
President, Academic Senate

11/26/2012
Date Juan Vázquez
Name

Juan Vázquez
President of the College

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Name

Raúl Rodríguez, Ph.D.
Chancellor of the District

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Date _____
Name

Signature, Regional Consortium Chair



PROGRAM OF STUDY

Associate in Arts in Kinesiology for Transfer

The Associate in Arts in Kinesiology for Transfer degree prepares students to move into curriculum at a four-year institution leading to a baccalaureate degree in Kinesiology.

Completion of the degree also provides guaranteed admission with junior status to the CSU system in the Kinesiology major.

Please consult a counselor regarding specific course requirements for your transfer institution.

Upon completion of the Associate in Arts for Transfer degree in Kinesiology students will have a general understanding of the human anatomy, human physiology, and mechanics of human movement, and be able to apply fitness based concepts.

Major requirements for the associate in arts degree for transfer:

		Units
KIN 100	Introduction to Kinesiology	3
BIOL 239	General Human Anatomy	4
BIOL 249	Human Physiology	4

Select a maximum of one course from any three of the following areas for a minimum of three units:

Aquatics, Combatives, Dance, Fitness, Individual Sports, or Team Sports.

Aquatics

		Units
KIN 185A	Basic Swimming	0.5 - 1
KIN 185B	Intermediate Swimming	0.5 - 1
KIN 185C	Advanced Swimming	0.5 - 1

Combatives

		Units
KIN 125A	Basic Cardio Kickboxing	0.5 - 1
KIN 125B	Intermediate Cardio Kickboxing	0.5 - 1

Dance

		Units
DNCE 106A	Introduction to Modern Dance	1
DNCE 106B	Introduction to Modern Dance	1
DNCE 108A	Introduction to Ballet	1
DNCE 108B	Introduction to Ballet	1
DNCE 115A	Introduction to Tap Dance	1
DNCE 115B	Introduction to Tap Dance	1
DNCE 119A	Introduction to Jazz Dance	1
DNCE 119B	Introduction to Jazz Dance	1

Fitness

Units

KIN 119	Personal Fitness Evaluation	0.5 - 1
KIN 120A	Basic Aerobics	0.5 - 1
KIN 120B	Intermediate Aerobics	0.5 - 1
KIN 121A	Basic Step Aerobics	0.5 - 1
KIN 123A	Basic Stretch, Flex, and Tone	0.5 - 1
KIN 126A	Basic Spin	0.5 - 1
KIN 126B	Intermediate Spin	0.5 - 1
KIN 127A	Basic Yoga	0.5 - 1
KIN 127B	Intermediate Yoga	0.5 - 1
KIN 140A	Basic Circuit Weight Training	0.5 - 1
KIN 140B	Intermediate Circuit Weight Training	0.5 - 1
KIN 140C	Advanced Circuit Weight Training	0.5 - 1
KIN 146A	Basic Strength Training	0.5 - 1
KIN 146B	Intermediate Strength Training	0.5 - 1
KIN 146C	Advanced Strength Training	0.5 - 1
KIN 147	Strength Training for Women	0.5 - 1
KIN 200	Conditioning for Athletes-Men	0.5 - 1
KIN 201	Conditioning for Athletes-Co-Ed	0.5 - 1
KIN 202	Conditioning for Athletes-Women	0.5 - 1
KIN 203	Speed and Agility-Men	0.5 - 1
KIN 204	Speed and Agility-Women	0.5 - 1

Team Sports

Units

KIN 160A	Basic Basketball	0.5 - 1
KIN 160B	Intermediate Basketball	0.5 - 1
KIN 163A	Basic Indoor Soccer	0.5 - 1
KIN 168A	Basic Volleyball	0.5 - 1
KIN 168B	Intermediate Volleyball	0.5 - 1
KIN 240	Basketball Team- Men	3
KIN 241	Basketball Team- Women	3
KIN 245	Volleyball Team- Men	3
KIN 246	Volleyball Team- Women	3
KIN 270	Soccer Team-Men	3
KIN 271	Soccer Team-Women	3
KIN 272	Soccer Team Off Season-Men	0.5 - 1
KIN 273	Soccer Team Off Season-Women	0.5 - 1
KIN 281	Softball Team-Women	3
KIN 283	Softball Team Off Season-Women	0.5 - 1

Units

Individual Sports

KIN 250	Track and Field Team-Men	3
KIN 251	Track and Field Team-Women	3
KIN 252	Track and Field Team-Off Season	0.5 - 1
KIN 255	Cross Country Team-Men	3
KIN 256	Cross Country Team-Women	3
KIN 265	Golf Team-Men	3
KIN 267	Golf Team-Off Season	0.5 - 1

Units

Select two courses from the following (List A):

KIN 101	First Aid and CPR	3
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KIN 119	Personal Fitness Evaluation	0.5 - 1
KIN 120A	Basic Aerobics	0.5 - 1
KIN 120B	Intermediate Aerobics	0.5 - 1
KIN 121A	Basic Step Aerobics	0.5 - 1
KIN 123A	Basic Stretch, Flex, and Tone	0.5 - 1
KIN 126A	Basic Spin	0.5 - 1
KIN 126B	Intermediate Spin	0.5 - 1
KIN 127A	Basic Yoga	0.5 - 1
KIN 127B	Intermediate Yoga	0.5 - 1
KIN 140A	Basic Circuit Weight Training	0.5 - 1
KIN 140B	Intermediate Circuit Weight Training	0.5 - 1
KIN 140C	Advanced Circuit Weight Training	0.5 - 1
KIN 146A	Basic Strength Training	0.5 - 1
KIN 146B	Intermediate Strength Training	0.5 - 1
KIN 146C	Advanced Strength Training	0.5 - 1
KIN 147	Strength Training for Women	0.5 - 1
KIN 200	Conditioning for Athletes-Men	0.5 - 1
KIN 201	Conditioning for Athletes-Co-Ed	0.5 - 1
KIN 202	Conditioning for Athletes-Women	0.5 - 1
KIN 203	Speed and Agility-Men	0.5 - 1
KIN 204	Speed and Agility-Women	0.5 - 1

Team Sports

Units

KIN 160A	Basic Basketball	0.5 - 1
KIN 160B	Intermediate Basketball	0.5 - 1
KIN 163A	Basic Indoor Soccer	0.5 - 1
KIN 168A	Basic Volleyball	0.5 - 1
KIN 168B	Intermediate Volleyball	0.5 - 1
KIN 240	Basketball Team- Men	3
KIN 241	Basketball Team- Women	3
KIN 245	Volleyball Team- Men	3
KIN 246	Volleyball Team- Women	3
KIN 270	Soccer Team-Men	3
KIN 271	Soccer Team-Women	3
KIN 272	Soccer Team Off Season-Men	0.5 - 1
KIN 273	Soccer Team Off Season-Women	0.5 - 1
KIN 281	Softball Team-Women	3
KIN 283	Softball Team Off Season-Women	0.5 - 1

Individual Sports

Units

KIN 250	Track and Field Team-Men	3
KIN 251	Track and Field Team-Women	3
KIN 252	Track and Field Team-Off Season	0.5 - 1
KIN 255	Cross Country Team-Men	3
KIN 256	Cross Country Team-Women	3
KIN 265	Golf Team-Men	3
KIN 267	Golf Team-Off Season	0.5 - 1

Select two courses from the following (List A):

Units

KIN 101	First Aid and CPR	3
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CHEM 210	General, Organic, and Biochemistry	5
CHEM 219	General Chemistry	5
MATH 219/219H	Statistics and Probability	4
	or	
SOCS 219/219H	Statistics and Probability	4
PHYS 150A	Introductory Physics I	4
PHYS 250A	Physics for Scientists and Engineers I	5

Total Units

21 - 28

Career Opportunities in Kinesiology

Career opportunities in health and fitness related fields including health promotion, fitness, coaching, sports medicine and athletic training.

Program Outcomes

1. Upon completion of the Associate in Arts for Transfer degree in Kinesiology, students will demonstrate a general understanding of human anatomy, human physiology, and the mechanics of human movement.
2. Upon completion of the Associate in Arts for Transfer degree in Kinesiology, students will be able to demonstrate practical application of fitness concepts.

PID 349



Title of Proposed Certificate Warehousing Certificate of Completion

CURRICULUM & INSTRUCTIONAL ADMINISTRATION:

The program(s) and/or course(s) has/have been approved by the curriculum committee and instructional administration, and satisfy all applicable requirements of the California Code of Regulations, Title 5.

<u>11/19/2012</u> Date	<u>Craig Rutan</u> Name	<u><i>Craig Rutan</i></u> Chair, Curriculum Committee
<u> </u> Date	<u>Jose Vargas</u> Name	<u><i>[Signature]</i></u> Chief Instructional Officer
<u>11/20/12</u> Date	<u>Corinna Evett</u> Name	<u><i>[Signature]</i></u> President, Academic Senate
<u>11/26/2012</u> Date	<u>Juan Vázquez</u> Name	<u><i>Juan Vázquez</i></u> President of the College

DISTRICT (check one):

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<u> </u> Date	<u> </u> Name	<u>Raúl Rodriguez, Ph.D.</u> Chancellor of the District
-------------------------------------	-------------------------------------	------------------------------------------------------------

CAREER TECHNICAL EDUCATION (CTE) PROGRAMS ONLY:

The program(s) fulfill(s) the requirements of employers in the occupation, provide students with appropriate occupational competencies, and meet any relevant professional or licensing standards.

<u> </u> Date	<u> </u> Name	<u> </u> Signature, Regional Consortium Chair
-------------------------------------	-------------------------------------	---------------------------------------------------------------------



PROGRAM OF STUDY

Certificate of Completion in Warehousing

Provides instruction, demonstration and discussion of topics that are critical for the entry level warehouse worker.

Requirements for the certificate of completion:

Hours

VWHS 010	Warehouse Worker	40
HSS 338	Workforce Preparation	72

Total Hours

112

Career Opportunities in Vocational Warehousing

Laborers and Freight, Stock , and Material Movers

Average Hourly Wage \$11.99

Annual California Job Openings through 2020: 12,030

Position provides career tracks for helpers or storekeeper assistants performing entry level to journey level duties in a state agency or institutional warehouse or storeroom.

Program Outcomes

1. Apply the concepts and skills needed in receiving, storing, and issuing a variety of supplies in a warehouse and maintaining accurate records of the transactions.

FID 377



PROGRAM OF STUDY

Certificate of Proficiency in Code Enforcement Officer

The certificate of proficiency in code enforcement provides students with the course work necessary for certification through the California Association of Code Enforcement Officers. It also includes the basic information for a successful career in code enforcement. It is designed for individuals seeking a career as a Code Enforcement Officer as well as sworn or non-sworn inspectors, officers, or investigators employed by a city, state, or county agency seeking specialized training in prevention, detection, investigation and enforcement of violations of statutes or ordinances regulating public health, safety, and welfare, public works, business activities and consumer protection, building standards, land-use, or municipal affairs.

Requirements for the certificate of proficiency:

Units

PBLC 086	Basic Code Enforcement Officer	2.5
PBLC 087	Intermediate Code Enforcement Officer	2.5
PBLC 088	Advanced Code Enforcement Officer	2.5
PBLC 089	Code Enforcement Officer-Supervision	1.5

Total Units

9

Career Opportunities in Public Works

Students completing this certificate program will be eligible to work in many factions of city, county and state code enforcement municipalities including:

Police, sheriff and fire department
Probation departments and municipal attorneys
Planning, building, housing, public works and community development departments
Animal control and health departments
Adult protective services and county mental health departments

Program Outcomes

1. Assess the laws and procedures related to code enforcement for Substandard Housing, Zoning, and Vehicle Abatement.
2. Formulate the elements for preparation and documentation for Administrative Hearings and prosecution in court.

PID 363

Title of Proposed Program Associate in Arts in Studio Arts for Transfer degree

CURRICULUM & INSTRUCTIONAL ADMINISTRATION:

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12/3/12
Date

Craig Rutan
Name


Chair, Curriculum Committee

12/3/12
Date

Aracely Mora
Name


Chief Instructional Officer

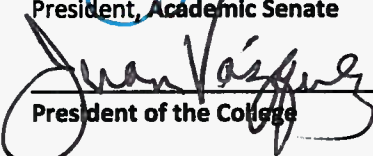
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Date

Corinna Evett
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President, Academic Senate

12/3/12
Date

Juan Vázquez
Name


President of the College

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Date

Name

Raúl Rodríguez, Ph.D.
Chancellor of the District

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Date

Name

Signature, Regional Consortium Chair



PROGRAM OF STUDY

Associate in Arts in Studio Arts for Transfer

The Associate in Arts in Studio Arts for Transfer Degree provides students with an opportunity to explore studio arts both conceptually and aesthetically by utilizing critical analysis and experimental practice. Possible careers in fine arts are studio artist, art educator, art designer, gallery personnel, museum technician, illustrator, digital media artist, animator and related fields. Successful completion of the transfer degree in studio arts guarantees the student acceptance to a local California State University to pursue a baccalaureate degree in studio arts or a related field.

Major requirements for the associate in arts degree for transfer:

Units

ART 102	Survey of Western Art History II: Renaissance Through the Twentieth Century	3
ART 110	Two-Dimensional Design	3
ART 111	Three-Dimensional Design	3
ART 130	Introduction to Drawing	3

Students must take the following (List A):

Units

ART 101	Survey of Western Art History I: Prehistory Through the Middle Ages	3
---------	---------------------------------------------------------------------	---

Select three courses from the following (List B):

Units

ART 128	Introduction to Illustration	3
ART 131	Beginning Life Drawing	3
ART 141	Beginning Painting	3
ART 149A	Introduction to Digital Photography	3
ART 195	Introduction to Digital Media Arts	3
ART 230	Intermediate Drawing	3
ART 231	Intermediate Life Drawing	3
ART 232	Advanced Life Drawing	3
ART 233	Advanced Drawing	3
ART 241	Intermediate Painting	3
ART 242	Advanced Painting	3

Total Units

24

Program Outcomes

1. Demonstrate the ability to create works of art using a variety of materials and techniques, visual elements and principles of design.
2. Demonstrate critical analysis of works of art in historical and cultural context.



CCC CURRICULUM INVENTORY

Program Proposal
SIGNATURE PAGE



Title of Proposed Program Associate in Arts in Political Science for Transfer degree

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Date	Name	Signature, Regional Consortium Chair



PROGRAM OF STUDY

Associate in Arts in Political Science for Transfer

The Associate in Arts in Political Science for Transfer degree prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree. Successful completion of the transfer degree in Political Science guarantees the student acceptance to a local California State University to pursue a baccalaureate degree prepares students for law school, teaching, public relations, journalism, government service on the local, state and national levels, and private employment where government institutions are involved.

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

POLT 101/101H Introduction to American Governments 3

Students must take the following (List A): Units

POLT 201 Introduction to Comparative Politics 3

POLT 220 International Politics 3

POLT 230 Political Theory 3

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

ANTH 100/100H Introduction to Cultural Anthropology 3

ECON 120 Principles/Macro 3

ECON 121 Principles/Micro 3

HIST 101/101H World Civilizations to the 16th Century 3

POLT 221 Women in American Politics 3

SOC 100/100H Introduction to Sociology 3

Total Units **18**

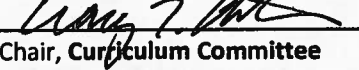

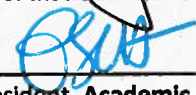
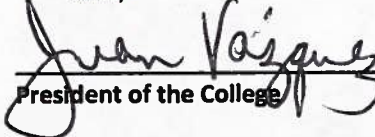
Program Outcomes

1. Students should demonstrate critical thinking skills and be able to formulate a thesis in a written and/or oral format.
2. Students should demonstrate a basic knowledge of political institutions and processes of American government.
3. Students should demonstrate how individuals by applying their political science skills can make a difference in their local communities.

Title of Proposed Program Associate in Arts in History for Transfer degree

CURRICULUM & INSTRUCTIONAL ADMINISTRATION:

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Date	Name	Chancellor of the District

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_____	_____	_____
Date	Name	Signature, Regional Consortium Chair



PROGRAM OF STUDY

Associate in Arts in History for Transfer

The Associate in Arts in History for Transfer degree provides a basic program to aid students in thinking critically about one's self, one's cultural heritage, social and economic processes, and national and international affairs. Successful completion of the transfer degree in History guarantees the student acceptance to a local California State University to pursue a baccalaureate degree in History or a related field to pursue careers in a variety of government agencies, nongovernmental organizations (NGO), nonprofit organizations (NPO), international government organization (IGO), libraries or museums, and research programs.

Major requirements for the associate in arts for transfer degree:

Units

HIST 120/120H	The United States to 1865	3
HIST 121/121H	The United States Since 1865	3

Select two courses from the following (List A):

Units

HIST 101/101H	World Civilizations to the 16th Century	3
HIST 102/102H	World Civilizations Since the 16th Century	3

Select one course from each group (List B):

Units

Select one course from Group 1:

HIST 118	Social and Cultural History of the United States	3
HIST 122	American History-Dynamics of Change	3
HIST 124	Mexican-American History in the United States	3
HIST 127	Women in U.S. History	3
HIST 152	Latin American History	3
HIST 162	Asian Civilizations	3

Select one course from Group 2:

Units

An additional course from (Group 1)		3
(may not be a course used to satisfy the requirements in 1)		
ECON 120	Principles/Macro	3
GEOG 100/100H	World Regional Geography	3
HIST 133	History of California	3
PHIL 118	History of Philosophy	3
POLT 101/101H	Introduction to American Governments	3
POLT 200	American Political Thought	3
POLT 201	Introduction to Comparative Politics	3
POLT 220	International Politics	3
POLT 221	Women in American Politics	3
POLT 222	Current Issues in American Politics	3

Total Units**18**

Program Outcomes

1. **Critical Analysis:** Students will develop analytical skills by evaluating key historical decisions, testing hypotheses, and choosing among contending viewpoints.
2. **Communication Skills:** Students will develop communication skills through writing exercises and discussions of critical historical events.
3. **Citizenship:** Students will be equipped to act as better informed citizens and knowledgeable voters through the study of U.S. political traditions and concepts of citizenship.
4. **Diversity and Global Citizenship:** Students will demonstrate the ability to discuss, analyze, compare and contrast, diverse world cultural, religious, and political traditions.

PID 394



Title of Proposed Program **Certificate of Achievement in Environmental Management**

CURRICULUM & INSTRUCTIONAL ADMINISTRATION:

The program(s) and/or course(s) has/have been approved by the curriculum committee and instructional administration, and satisfy all applicable requirements of the California Code of Regulations, Title 5.

<u>12/3/12</u> Date	<u>Craig Rutan</u> Name	<u></u> Chair, Curriculum Committee
<u>12/3/12</u> Date	<u>Aracely Mora</u> Name	<u></u> Chief Instructional Officer
<u>12/3/12</u> Date	<u>Corinna Evett</u> Name	<u></u> President, Academic Senate
<u>12/3/12</u> Date	<u>Juan Vázquez</u> Name	<u></u> President of the College

DISTRICT (check one):

On **December 10, 2012**, the governing board of the **Rancho Santiago Community College** District approved the program proposal(s) attached to this request.

The governing board has delegated to me the authority to approve program and/or course proposal(s), and I have approved the proposal(s) attached to this request.

_____	_____	<u>Raúl Rodríguez, Ph.D.</u>
Date	Name	Chancellor of the District

CAREER TECHNICAL EDUCATION (CTE) PROGRAMS ONLY:

The program(s) fulfill(s) the requirements of employers in the occupation, provide students with appropriate occupational competencies, and meet any relevant professional or licensing standards.

_____	_____	_____
Date	Name	Signature, Regional Consortium Chair



PROGRAM OF STUDY

Certificate of Achievement in Environmental Management

This certificate of achievement is designed for students who have completed either or both of the existing Public Works programs as well as incumbent workers seeking career opportunities. Upon completion of this degree and certificate program students will be eligible for employment as Environmental Compliance Officers, Technicians and Inspectors in city, county and state municipalities.

Requirements for certificates of achievement:

		Units
PBLC 050	Public Works I	3
PBLC 061	Plan Interpretation and Cost Estimating	3
PBLC 067	Environmental Management	3
PBLC 068	Fundamentals of Storm Water Management	3
PBLC 069	Green Infrastructure Construction	3
CIS 101	Introduction to Microsoft Office	3
MGMT 122	Business Communications	3
	or	
BUS 222	Business Writing	3

Total Units **21**

Career Opportunities in Public Works

New and incumbent public works students will be eligible for employment in the water industry, and city, county and state agencies.

Program Outcomes

1. Upon completion of the certificate program students will be eligible for employment in high wage, high growth careers as demonstrated by the biennial review process.

PID 373



Title of Proposed Program **Associate in Science in Environmental Management**

CURRICULUM & INSTRUCTIONAL ADMINISTRATION:

The program(s) and/or course(s) has/have been approved by the curriculum committee and instructional administration, and satisfy all applicable requirements of the California Code of Regulations, Title 5.

<u>12/3/12</u> Date	<u>Craig Rutan</u> Name	<u></u> Chair, Curriculum Committee
<u>12/3/12</u> Date	<u>Aracely Mora</u> Name	<u></u> Chief Instructional Officer
<u>12/3/12</u> Date	<u>Corinna Evett</u> Name	<u></u> President, Academic Senate
<u>12/3/12</u> Date	<u>Juan Vázquez</u> Name	<u></u> President of the College

DISTRICT (check one):

On December 10, 2012, the governing board of the Rancho Santiago Community College District approved the program proposal(s) attached to this request.

The governing board has delegated to me the authority to approve program and/or course proposal(s), and I have approved the proposal(s) attached to this request.

_____	_____	<u>Raúl Rodríguez, Ph.D.</u>
Date	Name	Chancellor of the District

CAREER TECHNICAL EDUCATION (CTE) PROGRAMS ONLY:

The program(s) fulfill(s) the requirements of employers in the occupation, provide students with appropriate occupational competencies, and meet any relevant professional or licensing standards.

_____	_____	_____
Date	Name	Signature, Regional Consortium Chair



PROGRAM OF STUDY

Associate in Science in Environmental Management

This associate in science degree is designed for students who have completed either or both of the existing Public Works programs as well as incumbent workers seeking career opportunities. Upon completion of this degree and certificate program students will be eligible for employment as Environmental Compliance Officers, Technicians and Inspectors in city, county and state municipalities.

Major requirements for the associate in science degree:

Units

PBLC 050	Public Works I	3
PBLC 061	Plan Interpretation and Cost Estimating	3
PBLC 067	Environmental Management	3
PBLC 068	Fundamentals of Storm Water Management	3
PBLC 069	Green Infrastructure Construction	3
CIS 101	Introduction to Microsoft Office	3
MGMT 122	Business Communications	3
	or	
BUS 222	Business Writing	3

Total Units

21

Career Opportunities in Public Works

New and incumbent public works students will be eligible for employment in the water industry, and city, county and state agencies.

Program Outcomes

1. Upon completion of the certificate program students will be eligible for employment in high wage, high growth careers as demonstrated by the biennial review process.

PID 375



Title of Proposed Program **Associate in Science in Construction Inspection**

CURRICULUM & INSTRUCTIONAL ADMINISTRATION:

The program(s) and/or course(s) has/have been approved by the curriculum committee and instructional administration, and satisfy all applicable requirements of the California Code of Regulations, Title 5.

<u>12/3/12</u> Date	<u>Craig Rutan</u> Name	<u></u> Chair, Curriculum Committee
<u>12/3/12</u> Date	<u>Aracely Mora</u> Name	<u></u> Chief Instructional Officer
<u>12/3/12</u> Date	<u>Corinna Evett</u> Name	<u></u> President, Academic Senate
<u>12/3/12</u> Date	<u>Juan Vázquez</u> Name	<u></u> President of the College

DISTRICT (check one):

On December 10, 2012, the governing board of the Rancho Santiago Community College District approved the program proposal(s) attached to this request.

The governing board has delegated to me the authority to approve program and/or course proposal(s), and I have approved the proposal(s) attached to this request.

_____	_____	<u>Raúl Rodríguez, Ph.D.</u>
Date	Name	Chancellor of the District

CAREER TECHNICAL EDUCATION (CTE) PROGRAMS ONLY:

The program(s) fulfill(s) the requirements of employers in the occupation, provide students with appropriate occupational competencies, and meet any relevant professional or licensing standards.

_____	_____	_____
Date	Name	Signature, Regional Consortium Chair



PROGRAM OF STUDY

Associate in Science in Construction Inspection

Public Works Inspectors entering the field or advancing within the field have a designated course of study to improve their employability. Course content is specifically designed to provide the inspectors with coursework relative to the field of inspection and related responsibilities.

Major requirements for the associate in science degree:

		Units
PBLC 050	Public Works I	3
PBLC 051	Infrastructure Construction and Operations	3
PBLC 061	Plan Interpretation and Cost Estimating	3
PBLC 063	Construction Materials and Testing	3
PBLC 070	Construction Inspection	3
BUS 222	Business Writing	3
	or	
MGMT 122	Business Communications	3
CIS 101	Introduction to Microsoft Office	3

Total Units	21
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Career Opportunities in Public Works

Students completing this degree will be eligible to obtain employment in city, county and state public works municipalities. Additionally, many students currently employed in the water industry will benefit from this program of study.

Program Outcomes

1. Upon completion of the certificate program students will be eligible for employment in high wage, high growth careers as demonstrated by the biennial review process.

Check Registers Submitted for Approval
 Checks Written for Period 11/03/12 thru 11/30/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55219	General Fund Unrestricted	1,405.94	0.00	1,405.94	92*0330980	92*0330985
55221	General Fund Unrestricted	7,200.00	0.00	7,200.00	92*0330990	92*0330990
55222	General Fund Unrestricted	547.71	0.00	547.71	92*0330993	92*0330993
55224	General Fund Unrestricted	18,147.99	0.00	18,147.99	92*0331001	92*0331002
55229	General Fund Unrestricted	773.87	0.00	773.87	92*0331011	92*0331014
55230	General Fund Unrestricted	1,391.25	0.00	1,391.25	92*0331016	92*0331016
55233	General Fund Unrestricted	2,004.93	0.00	2,004.93	92*0331032	92*0331037
55234	General Fund Unrestricted	44,386.66	0.00	44,386.66	92*0331038	92*0331039
55238	General Fund Unrestricted	80,282.00	0.00	80,282.00	92*0331048	92*0331132
55239	General Fund Unrestricted	79,078.61	0.00	79,078.61	92*0331133	92*0331216
55240	General Fund Unrestricted	83,542.00	0.00	83,542.00	92*0331217	92*0331300
55241	General Fund Unrestricted	77,619.16	0.00	77,619.16	92*0331301	92*0331384
55242	General Fund Unrestricted	84,102.00	0.00	84,102.00	92*0331385	92*0331468
55243	General Fund Unrestricted	96,015.00	0.00	96,015.00	92*0331469	92*0331552
55244	General Fund Unrestricted	84,554.00	0.00	84,554.00	92*0331553	92*0331636
55245	General Fund Unrestricted	89,199.00	0.00	89,199.00	92*0331637	92*0331720
55246	General Fund Unrestricted	73,929.85	0.00	73,929.85	92*0331721	92*0331804
55247	General Fund Unrestricted	85,042.30	0.00	85,042.30	92*0331805	92*0331888
55248	General Fund Unrestricted	92,933.23	0.00	92,933.23	92*0331889	92*0331972
55249	General Fund Unrestricted	87,675.72	0.00	87,675.72	92*0331973	92*0332056
55250	General Fund Unrestricted	80,656.40	0.00	80,656.40	92*0332057	92*0332140
55251	General Fund Unrestricted	103,125.74	0.00	103,125.74	92*0332141	92*0332224
55252	General Fund Unrestricted	108,854.88	0.00	108,854.88	92*0332225	92*0332313
55253	General Fund Unrestricted	3,882.70	0.00	3,882.70	92*0332314	92*0332328
55256	General Fund Unrestricted	3,344.20	0.00	3,344.20	92*0332333	92*0332337
55257	General Fund Unrestricted	11,381.32	0.00	11,381.32	92*0332338	92*0332342
55258	General Fund Unrestricted	538.80	0.00	538.80	92*0332343	92*0332344
55259	General Fund Unrestricted	4,035.00	0.00	4,035.00	92*0332345	92*0332345
55261	General Fund Unrestricted	1,202.44	0.00	1,202.44	92*0332361	92*0332366
55265	General Fund Unrestricted	5,000.00	0.00	5,000.00	92*0332384	92*0332384
55273	General Fund Unrestricted	1,645.00	0.00	1,645.00	92*0332421	92*0332423
55274	General Fund Unrestricted	90,882.05	0.00	90,882.05	92*0332424	92*0332508
55275	General Fund Unrestricted	89,221.06	0.00	89,221.06	92*0332509	92*0332592
55276	General Fund Unrestricted	100,151.00	0.00	100,151.00	92*0332593	92*0332676
55277	General Fund Unrestricted	96,555.99	0.00	96,555.99	92*0332677	92*0332760
55278	General Fund Unrestricted	108,148.00	0.00	108,148.00	92*0332761	92*0332844
55279	General Fund Unrestricted	102,056.00	0.00	102,056.00	92*0332845	92*0332928
55280	General Fund Unrestricted	104,015.00	0.00	104,015.00	92*0332929	92*0333012
55281	General Fund Unrestricted	103,087.04	0.00	103,087.04	92*0333013	92*0333096
55282	General Fund Unrestricted	112,689.57	0.00	112,689.57	92*0333097	92*0333180
55283	General Fund Unrestricted	103,431.38	0.00	103,431.38	92*0333181	92*0333264

6.1 (1)

Check Registers Submitted for Approval
 Checks Written for Period 11/03/12 thru 11/30/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55284	General Fund Unrestricted	109,803.73	0.00	109,803.73	92*0333265	92*0333348
55285	General Fund Unrestricted	106,190.00	0.00	106,190.00	92*0333349	92*0333432
55286	General Fund Unrestricted	109,062.00	0.00	109,062.00	92*0333433	92*0333516
55287	General Fund Unrestricted	113,588.00	0.00	113,588.00	92*0333517	92*0333600
55288	General Fund Unrestricted	112,777.25	0.00	112,777.25	92*0333601	92*0333684
55289	General Fund Unrestricted	121,286.00	0.00	121,286.00	92*0333685	92*0333768
55290	General Fund Unrestricted	99,466.00	0.00	99,466.00	92*0333769	92*0333852
55291	General Fund Unrestricted	110,850.00	0.00	110,850.00	92*0333853	92*0333936
55292	General Fund Unrestricted	105,959.00	0.00	105,959.00	92*0333937	92*0334020
55293	General Fund Unrestricted	167,902.58	0.00	167,902.58	92*0334021	92*0334123
55295	General Fund Unrestricted	2,471.47	0.00	2,471.47	92*0334127	92*0334131
55299	General Fund Unrestricted	4,893.82	0.00	4,893.82	92*0334141	92*0334143
55300	General Fund Unrestricted	4,765.50	0.00	4,765.50	92*0334146	92*0334153
55301	General Fund Unrestricted	2,568.46	0.00	2,568.46	92*0334156	92*0334157
55303	General Fund Unrestricted	30,750.00	0.00	30,750.00	92*0334166	92*0334166
55304	General Fund Unrestricted	3,168.13	0.00	3,168.13	92*0334167	92*0334175
55305	General Fund Unrestricted	3,331.00	0.00	3,331.00	92*0334176	92*0334183
55306	General Fund Unrestricted	3,545.82	0.00	3,545.82	92*0334184	92*0334191
55307	General Fund Unrestricted	5,273.20	0.00	5,273.20	92*0334192	92*0334199
55308	General Fund Unrestricted	3,226.39	0.00	3,226.39	92*0334200	92*0334207
55309	General Fund Unrestricted	3,623.09	0.00	3,623.09	92*0334208	92*0334214
55311	General Fund Unrestricted	16,000.00	0.00	16,000.00	92*0334223	92*0334224
55316	General Fund Unrestricted	629.90	0.00	629.90	92*0334241	92*0334245
55317	General Fund Unrestricted	2,325.71	0.00	2,325.71	92*0334247	92*0334252
55319	General Fund Unrestricted	885.00	0.00	885.00	92*0334260	92*0334263
55323	General Fund Unrestricted	8,089.09	0.00	8,089.09	92*0334286	92*0334288
55328	General Fund Unrestricted	204,126.00	0.00	204,126.00	92*0334301	92*0334415
55329	General Fund Unrestricted	193,790.00	0.00	193,790.00	92*0334416	92*0334500
55330	General Fund Unrestricted	173,962.70	0.00	173,962.70	92*0334501	92*0334584
55331	General Fund Unrestricted	103,814.00	0.00	103,814.00	92*0334585	92*0334637
55332	General Fund Unrestricted	1,962.25	0.00	1,962.25	92*0334638	92*0334644
55333	General Fund Unrestricted	5,678.50	0.00	5,678.50	92*0334645	92*0334645
55334	General Fund Unrestricted	409.52	0.00	409.52	92*0334647	92*0334647
55336	General Fund Unrestricted	2,462.54	0.00	2,462.54	92*0334660	92*0334663
55337	General Fund Unrestricted	2,577.60	0.00	2,577.60	92*0334666	92*0334671
55338	General Fund Unrestricted	5,909.35	0.00	5,909.35	92*0334673	92*0334675
55339	General Fund Unrestricted	642.76	0.00	642.76	92*0334679	92*0334684
55340	General Fund Unrestricted	9,950.68	0.00	9,950.68	92*0334687	92*0334690
55342	General Fund Unrestricted	7,729.69	0.00	7,729.69	92*0334695	92*0334703
55344	General Fund Unrestricted	2,797.20	0.00	2,797.20	92*0334711	92*0334723
55346	General Fund Unrestricted	943.34	0.00	943.34	92*0334730	92*0334737

Check Registers Submitted for Approval
Checks Written for Period 11/03/12 thru 11/30/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55348	General Fund Unrestricted	1,880.10	0.00	1,880.10	92*0334742	92*0334748
55349	General Fund Unrestricted	5,607.21	0.00	5,607.21	92*0334751	92*0334753
55359	General Fund Unrestricted	11,846.22	0.00	11,846.22	92*0334791	92*0334794
55361	General Fund Unrestricted	3,210.11	0.00	3,210.11	92*0334805	92*0334812
55362	General Fund Unrestricted	6,470.21	0.00	6,470.21	92*0334814	92*0334815
55363	General Fund Unrestricted	7,037.00	0.00	7,037.00	92*0334816	92*0334820
55364	General Fund Unrestricted	547.54	0.00	547.54	92*0334822	92*0334822
55367	General Fund Unrestricted	3,580.49	0.00	3,580.49	92*0334830	92*0334836
55368	General Fund Unrestricted	2,744.23	0.00	2,744.23	92*0334837	92*0334840
55369	General Fund Unrestricted	664.07	0.00	664.07	92*0334842	92*0334846
55370	General Fund Unrestricted	15,441.68	0.00	15,441.68	92*0334848	92*0334850
55371	General Fund Unrestricted	1,253.25	0.00	1,253.25	92*0334853	92*0334855
55372	General Fund Unrestricted	30,477.25	0.00	30,477.25	92*0334858	92*0334860
55374	General Fund Unrestricted	3,232.64	0.00	3,232.64	92*0334866	92*0334866
55375	General Fund Unrestricted	1,799.90	0.00	1,799.90	92*0334867	92*0334872
55378	General Fund Unrestricted	7,538.66	0.00	7,538.66	92*0334876	92*0334880
55379	General Fund Unrestricted	1,132.87	0.00	1,132.87	92*0334881	92*0334887
55381	General Fund Unrestricted	3,711.90	0.00	3,711.90	92*0334896	92*0334912
55383	General Fund Unrestricted	1,939.25	0.00	1,939.25	92*0334919	92*0334922
55384	General Fund Unrestricted	1,752.00	0.00	1,752.00	92*0334923	92*0334923
55388	General Fund Unrestricted	2,044.59	0.00	2,044.59	92*0334930	92*0334935
55389	General Fund Unrestricted	2,606.93	0.00	2,606.93	92*0334940	92*0334940
55392	General Fund Unrestricted	275.74	0.00	275.74	92*0334970	92*0334970
55393	General Fund Unrestricted	19,784.11	0.00	19,784.11	92*0334973	92*0334981
55401	General Fund Unrestricted	2,956.00	0.00	2,956.00	92*0335006	92*0335007
55404	General Fund Unrestricted	12,148.56	0.00	12,148.56	92*0335013	92*0335015
55406	General Fund Unrestricted	3,864.87	0.00	3,864.87	92*0335024	92*0335026
55407	General Fund Unrestricted	1,283.45	0.00	1,283.45	92*0335027	92*0335037
55408	General Fund Unrestricted	2,333.57	0.00	2,333.57	92*0335038	92*0335045
55410	General Fund Unrestricted	18,588.00	0.00	18,588.00	92*0335047	92*0335050
55412	General Fund Unrestricted	1,679,433.08	0.00	1,679,433.08	92*0335060	92*0335061
55413	General Fund Unrestricted	2,082.00	0.00	2,082.00	92*0335062	92*0335062
55414	General Fund Unrestricted	1,651.46	0.00	1,651.46	92*0335064	92*0335067
55416	General Fund Unrestricted	13,052.13	0.00	13,052.13	92*0335075	92*0335075
55417	General Fund Unrestricted	96,420.21	0.00	96,420.21	92*0335076	92*0335078
55418	General Fund Unrestricted	4,587.50	0.00	4,587.50	92*0335079	92*0335085
55422	General Fund Unrestricted	2,547.40	0.00	2,547.40	92*0335094	92*0335096
55423	General Fund Unrestricted	14,013.68	0.00	14,013.68	92*0335097	92*0335101
55425	General Fund Unrestricted	462.96	0.00	462.96	92*0335107	92*0335110
55426	General Fund Unrestricted	14,303.40	0.00	14,303.40	92*0335116	92*0335122
55427	General Fund Unrestricted	1,365.30	0.00	1,365.30	92*0335123	92*0335127

6.1 (3)

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55428	General Fund Unrestricted	16,262.34	0.00	16,262.34	92*0335128	92*0335128
55429	General Fund Unrestricted	1,080.39	0.00	1,080.39	92*0335132	92*0335134
55430	General Fund Unrestricted	1,593.04	0.00	1,593.04	92*0335138	92*0335144
55431	General Fund Unrestricted	7,157.60	0.00	7,157.60	92*0335145	92*0335164
55433	General Fund Unrestricted	3,293.95	0.00	3,293.95	92*0335172	92*0335176
55441	General Fund Unrestricted	10,197.68	0.00	10,197.68	92*0335190	92*0335191
55443	General Fund Unrestricted	537.84	0.00	537.84	92*0335202	92*0335206
55445	General Fund Unrestricted	12,933.04	0.00	12,933.04	92*0335212	92*0335212
Total Fund 11 General Fund Unrestricted		<u>\$6,453,649.46</u>	<u>\$0.00</u>	<u>\$6,453,649.46</u>		

Check Registers Submitted for Approval
Checks Written for Period 11/03/12 thru 11/30/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55219	General Fund Restricted	4,490.76	0.00	4,490.76	92*0330979	92*0330983
55221	General Fund Restricted	9,408.35	0.00	9,408.35	92*0330987	92*0330991
55222	General Fund Restricted	7,364.85	0.00	7,364.85	92*0330994	92*0330995
55223	General Fund Restricted	171.34	0.00	171.34	92*0330997	92*0330999
55229	General Fund Restricted	6,298.25	0.00	6,298.25	92*0331013	92*0331013
55230	General Fund Restricted	3,103.20	0.00	3,103.20	92*0331015	92*0331017
55231	General Fund Restricted	2,178.54	0.00	2,178.54	92*0331018	92*0331024
55232	General Fund Restricted	2,064.94	0.00	2,064.94	92*0331025	92*0331031
55255	General Fund Restricted	13,188.95	0.00	13,188.95	92*0332331	92*0332332
55257	General Fund Restricted	8,627.41	0.00	8,627.41	92*0332340	92*0332341
55259	General Fund Restricted	3,745.41	0.00	3,745.41	92*0332346	92*0332348
55260	General Fund Restricted	686.30	0.00	686.30	92*0332349	92*0332360
55261	General Fund Restricted	21.79	0.00	21.79	92*0332362	92*0332362
55262	General Fund Restricted	1,228.15	0.00	1,228.15	92*0332367	92*0332372
55264	General Fund Restricted	4,622.89	0.00	4,622.89	92*0332375	92*0332382
55265	General Fund Restricted	2,609.05	0.00	2,609.05	92*0332383	92*0332385
55266	General Fund Restricted	1,269.61	0.00	1,269.61	92*0332386	92*0332391
55294	General Fund Restricted	48,924.66	0.00	48,924.66	92*0334124	92*0334126
55299	General Fund Restricted	19,270.42	0.00	19,270.42	92*0334138	92*0334145
55301	General Fund Restricted	5,017.77	0.00	5,017.77	92*0334154	92*0334158
55302	General Fund Restricted	1,894.33	0.00	1,894.33	92*0334159	92*0334165
55310	General Fund Restricted	1,205.64	0.00	1,205.64	92*0334215	92*0334221
55311	General Fund Restricted	12,177.57	0.00	12,177.57	92*0334222	92*0334222
55312	General Fund Restricted	3,804.18	0.00	3,804.18	92*0334225	92*0334230
55318	General Fund Restricted	1,614.61	0.00	1,614.61	92*0334253	92*0334259
55319	General Fund Restricted	1,367.95	0.00	1,367.95	92*0334264	92*0334267
55320	General Fund Restricted	984.29	0.00	984.29	92*0334268	92*0334272
55321	General Fund Restricted	931.32	0.00	931.32	92*0334273	92*0334278
55322	General Fund Restricted	1,412.30	0.00	1,412.30	92*0334279	92*0334285
55323	General Fund Restricted	5,861.06	0.00	5,861.06	92*0334287	92*0334291
55332	General Fund Restricted	202.78	0.00	202.78	92*0334639	92*0334639
55333	General Fund Restricted	23,950.00	0.00	23,950.00	92*0334646	92*0334646
55334	General Fund Restricted	2,551.23	0.00	2,551.23	92*0334648	92*0334651
55335	General Fund Restricted	1,865.54	0.00	1,865.54	92*0334652	92*0334657
55336	General Fund Restricted	537.47	0.00	537.47	92*0334658	92*0334665
55337	General Fund Restricted	230.00	0.00	230.00	92*0334669	92*0334669
55338	General Fund Restricted	7,380.73	0.00	7,380.73	92*0334672	92*0334677
55339	General Fund Restricted	242.58	0.00	242.58	92*0334683	92*0334686
55340	General Fund Restricted	2,306.23	0.00	2,306.23	92*0334688	92*0334688
55343	General Fund Restricted	407.59	0.00	407.59	92*0334704	92*0334710
55346	General Fund Restricted	487.56	0.00	487.56	92*0334734	92*0334735

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55348	General Fund Restricted	1,876.24	0.00	1,876.24	92*0334744	92*0334750
55357	General Fund Restricted	2,693.47	0.00	2,693.47	92*0334780	92*0334788
55359	General Fund Restricted	3,573.85	0.00	3,573.85	92*0334795	92*0334796
55360	General Fund Restricted	4,141.94	0.00	4,141.94	92*0334797	92*0334804
55369	General Fund Restricted	1,521.52	0.00	1,521.52	92*0334841	92*0334847
55371	General Fund Restricted	573.00	0.00	573.00	92*0334851	92*0334852
55372	General Fund Restricted	10,733.83	0.00	10,733.83	92*0334856	92*0334862
55374	General Fund Restricted	7,543.45	0.00	7,543.45	92*0334864	92*0334865
55378	General Fund Restricted	2,500.00	0.00	2,500.00	92*0334878	92*0334878
55379	General Fund Restricted	268.15	0.00	268.15	92*0334883	92*0334884
55380	General Fund Restricted	1,923.45	0.00	1,923.45	92*0334888	92*0334895
55383	General Fund Restricted	356.84	0.00	356.84	92*0334917	92*0334921
55388	General Fund Restricted	85.67	0.00	85.67	92*0334936	92*0334936
55389	General Fund Restricted	3,476.96	0.00	3,476.96	92*0334937	92*0334943
55390	General Fund Restricted	4,875.00	0.00	4,875.00	92*0334944	92*0334956
55391	General Fund Restricted	1,471.65	0.00	1,471.65	92*0334957	92*0334964
55392	General Fund Restricted	2,725.15	0.00	2,725.15	92*0334965	92*0334971
55393	General Fund Restricted	1,740.00	0.00	1,740.00	92*0334972	92*0334972
55405	General Fund Restricted	1,730.58	0.00	1,730.58	92*0335016	92*0335021
55406	General Fund Restricted	1,056.90	0.00	1,056.90	92*0335023	92*0335023
55407	General Fund Restricted	1,624.64	0.00	1,624.64	92*0335028	92*0335033
55409	General Fund Restricted	25,000.00	0.00	25,000.00	92*0335046	92*0335046
55411	General Fund Restricted	1,096.06	0.00	1,096.06	92*0335051	92*0335059
55414	General Fund Restricted	338.51	0.00	338.51	92*0335063	92*0335063
55423	General Fund Restricted	6,965.27	0.00	6,965.27	92*0335098	92*0335102
55425	General Fund Restricted	2,025.27	0.00	2,025.27	92*0335106	92*0335114
55426	General Fund Restricted	10,455.50	0.00	10,455.50	92*0335115	92*0335117
55427	General Fund Restricted	1,429.35	0.00	1,429.35	92*0335124	92*0335126
55428	General Fund Restricted	36,779.60	0.00	36,779.60	92*0335129	92*0335131
55429	General Fund Restricted	1,474.54	0.00	1,474.54	92*0335135	92*0335137
55432	General Fund Restricted	965.02	0.00	965.02	92*0335165	92*0335171
55433	General Fund Restricted	2,120.00	0.00	2,120.00	92*0335174	92*0335174
55434	General Fund Restricted	5,750.00	0.00	5,750.00	92*0335177	92*0335177
55435	General Fund Restricted	1,036.85	0.00	1,036.85	92*0335178	92*0335181
55442	General Fund Restricted	2,148.79	0.00	2,148.79	92*0335192	92*0335200
55443	General Fund Restricted	683.76	0.00	683.76	92*0335201	92*0335205
55445	General Fund Restricted	14,384.79	0.00	14,384.79	92*0335210	92*0335211
Total Fund 12 General Fund Restricted		\$384,853.20	\$0.00	\$384,853.20		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55220	GF Unrestricted One-Time Func	16,521.58	0.00	16,521.58	92*0330986	92*0330986
55221	GF Unrestricted One-Time Func	1,181.68	0.00	1,181.68	92*0330992	92*0330992
55223	GF Unrestricted One-Time Func	264.85	0.00	264.85	92*0330996	92*0331000
55228	GF Unrestricted One-Time Func	33,769.83	0.00	33,769.83	92*0331009	92*0331010
55232	GF Unrestricted One-Time Func	687.50	0.00	687.50	92*0331026	92*0331026
55254	GF Unrestricted One-Time Func	844.94	0.00	844.94	92*0332329	92*0332330
55263	GF Unrestricted One-Time Func	5,189.88	0.00	5,189.88	92*0332373	92*0332374
55296	GF Unrestricted One-Time Func	654.87	0.00	654.87	92*0334132	92*0334134
55302	GF Unrestricted One-Time Func	1,979.30	0.00	1,979.30	92*0334160	92*0334163
55317	GF Unrestricted One-Time Func	207.50	0.00	207.50	92*0334246	92*0334246
55320	GF Unrestricted One-Time Func	808.76	0.00	808.76	92*0334271	92*0334271
55324	GF Unrestricted One-Time Func	5,613.27	0.00	5,613.27	92*0334292	92*0334294
55336	GF Unrestricted One-Time Func	500.00	0.00	500.00	92*0334664	92*0334664
55338	GF Unrestricted One-Time Func	1,298.74	0.00	1,298.74	92*0334678	92*0334678
55341	GF Unrestricted One-Time Func	17,797.72	0.00	17,797.72	92*0334691	92*0334694
55347	GF Unrestricted One-Time Func	32,111.56	0.00	32,111.56	92*0334738	92*0334741
55356	GF Unrestricted One-Time Func	3,500.00	0.00	3,500.00	92*0334779	92*0334779
55357	GF Unrestricted One-Time Func	709.85	0.00	709.85	92*0334782	92*0334784
55358	GF Unrestricted One-Time Func	14,865.18	0.00	14,865.18	92*0334789	92*0334789
55359	GF Unrestricted One-Time Func	4,320.00	0.00	4,320.00	92*0334790	92*0334790
55362	GF Unrestricted One-Time Func	18,750.00	0.00	18,750.00	92*0334813	92*0334813
55364	GF Unrestricted One-Time Func	1,201.98	0.00	1,201.98	92*0334821	92*0334821
55373	GF Unrestricted One-Time Func	50,457.60	0.00	50,457.60	92*0334863	92*0334863
55382	GF Unrestricted One-Time Func	6,971.58	0.00	6,971.58	92*0334913	92*0334916
55384	GF Unrestricted One-Time Func	2,201.50	0.00	2,201.50	92*0334924	92*0334924
55392	GF Unrestricted One-Time Func	120.00	0.00	120.00	92*0334966	92*0334966
55402	GF Unrestricted One-Time Func	627.13	0.00	627.13	92*0335008	92*0335010
55403	GF Unrestricted One-Time Func	51,877.49	0.00	51,877.49	92*0335011	92*0335012
55405	GF Unrestricted One-Time Func	776.97	0.00	776.97	92*0335022	92*0335022
55424	GF Unrestricted One-Time Func	17,176.59	0.00	17,176.59	92*0335103	92*0335105
55428	GF Unrestricted One-Time Func	14,655.60	0.00	14,655.60	92*0335130	92*0335130
55444	GF Unrestricted One-Time Func	7,576.15	0.00	7,576.15	92*0335207	92*0335209

Total Fund 13 GF Unrestricted One-Time \$315,219.60 \$0.00 \$315,219.60

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55225	Child Development Fund	1,081.01	0.00	1,081.01	92*0331003	92*0331006
55235	Child Development Fund	1,531.97	0.00	1,531.97	92*0331040	92*0331045
55267	Child Development Fund	7,097.38	0.00	7,097.38	92*0332392	92*0332403
55313	Child Development Fund	1,501.18	0.00	1,501.18	92*0334231	92*0334236
55314	Child Development Fund	7,585.00	0.00	7,585.00	92*0334237	92*0334239
55325	Child Development Fund	2,433.80	0.00	2,433.80	92*0334295	92*0334298
55345	Child Development Fund	2,508.51	0.00	2,508.51	92*0334724	92*0334729
55350	Child Development Fund	664.06	0.00	664.06	92*0334754	92*0334760
55351	Child Development Fund	1,971.76	0.00	1,971.76	92*0334761	92*0334765
55365	Child Development Fund	3,581.72	0.00	3,581.72	92*0334823	92*0334828
55366	Child Development Fund	9,800.00	0.00	9,800.00	92*0334829	92*0334829
55376	Child Development Fund	17,798.13	0.00	17,798.13	92*0334873	92*0334874
55394	Child Development Fund	232.53	0.00	232.53	92*0334982	92*0334982
55415	Child Development Fund	2,155.45	0.00	2,155.45	92*0335068	92*0335074
55436	Child Development Fund	2,880.24	0.00	2,880.24	92*0335182	92*0335185
Total Fund 33 Child Development Fund		<u>\$62,822.74</u>	<u>\$0.00</u>	<u>\$62,822.74</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55226	Capital Outlay Projects Fund	47,697.50	0.00	47,697.50	92*0331007	92*0331007
55271	Capital Outlay Projects Fund	3,104.00	0.00	3,104.00	92*0332418	92*0332418
55354	Capital Outlay Projects Fund	7,361.77	0.00	7,361.77	92*0334776	92*0334777
55377	Capital Outlay Projects Fund	339.41	0.00	339.41	92*0334875	92*0334875
55385	Capital Outlay Projects Fund	1,659.35	0.00	1,659.35	92*0334925	92*0334925
55387	Capital Outlay Projects Fund	47,903.40	0.00	47,903.40	92*0334927	92*0334929
55399	Capital Outlay Projects Fund	18,314.00	0.00	18,314.00	92*0335003	92*0335004
55438	Capital Outlay Projects Fund	1,434.10	0.00	1,434.10	92*0335187	92*0335187
Total Fund 41 Capital Outlay Projects Fu		<u>\$127,813.53</u>	<u>\$0.00</u>	<u>\$127,813.53</u>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55227	Bond Fund, Measure E	2,351.06	0.00	2,351.06	92*0331008	92*0331008
55236	Bond Fund, Measure E	7,183.09	0.00	7,183.09	92*0331046	92*0331046
55268	Bond Fund, Measure E	785,900.33	0.00	785,900.33	92*0332404	92*0332409
55269	Bond Fund, Measure E	60,264.71	0.00	60,264.71	92*0332410	92*0332413
55270	Bond Fund, Measure E	67,584.45	0.00	67,584.45	92*0332414	92*0332417
55297	Bond Fund, Measure E	2,282.00	0.00	2,282.00	92*0334135	92*0334135
55298	Bond Fund, Measure E	126,440.54	0.00	126,440.54	92*0334136	92*0334137
55315	Bond Fund, Measure E	5,540.61	0.00	5,540.61	92*0334240	92*0334240
55326	Bond Fund, Measure E	5,623.85	0.00	5,623.85	92*0334299	92*0334299
55327	Bond Fund, Measure E	1,952.00	0.00	1,952.00	92*0334300	92*0334300
55352	Bond Fund, Measure E	85,349.05	0.00	85,349.05	92*0334766	92*0334770
55353	Bond Fund, Measure E	32,356.62	0.00	32,356.62	92*0334771	92*0334775
55395	Bond Fund, Measure E	118,805.22	0.00	118,805.22	92*0334983	92*0334987
55396	Bond Fund, Measure E	239,255.22	0.00	239,255.22	92*0334988	92*0334992
55397	Bond Fund, Measure E	100,926.12	0.00	100,926.12	92*0334993	92*0334996
55398	Bond Fund, Measure E	101,891.53	0.00	101,891.53	92*0334997	92*0335002
55419	Bond Fund, Measure E	130,290.75	0.00	130,290.75	92*0335086	92*0335090
55420	Bond Fund, Measure E	41,607.27	0.00	41,607.27	92*0335091	92*0335092
55437	Bond Fund, Measure E	638.61	0.00	638.61	92*0335186	92*0335186
55446	Bond Fund, Measure E	37,050.85	0.00	37,050.85	92*0335213	92*0335213
Total Fund 42 Bond Fund, Measure E		<u>\$1,953,293.88</u>	<u>\$0.00</u>	<u>\$1,953,293.88</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55237	Property and Liability Fund	5,371.60	0.00	5,371.60	92*0331047	92*0331047
55272	Property and Liability Fund	9,863.90	0.00	9,863.90	92*0332419	92*0332420
55421	Property and Liability Fund	5,326.10	0.00	5,326.10	92*0335093	92*0335093
55440	Property and Liability Fund	5,324.95	0.00	5,324.95	92*0335189	92*0335189
Total Fund 61 Property and Liability Fund		<u><u>\$25,886.55</u></u>	<u><u>\$0.00</u></u>	<u><u>\$25,886.55</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55355	Workers' Compensation Fund	56.10	0.00	56.10	92*0334778	92*0334778
55386	Workers' Compensation Fund	138.00	0.00	138.00	92*0334926	92*0334926
55439	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0335188	92*0335188
Total Fund 62 Workers' Compensation Fu		<u>\$2,031.60</u>	<u>\$0.00</u>	<u>\$2,031.60</u>		

55400	Student Financial Aid Fund	199.78	0.00	199.78	92*0335005	92*0335005
Total Fund 74 Student Financial Aid Fund		<u><u>\$199.78</u></u>	<u><u>\$0.00</u></u>	<u><u>\$199.78</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	6,453,649.46
Total Fund 12 General Fund Restricted	384,853.20
Total Fund 13 GF Unrestricted One-Time Fund	315,219.60
Total Fund 33 Child Development Fund	62,822.74
Total Fund 41 Capital Outlay Projects Fund	127,813.53
Total Fund 42 Bond Fund, Measure E	1,953,293.88
Total Fund 61 Property and Liability Fund	25,886.55
Total Fund 62 Workers' Compensation Fund	2,031.60
Total Fund 74 Student Financial Aid Fund	199.78
Grand Total:	<u><u>\$9,325,770.34</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
Board Meeting on 12/10/2012**

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES	32,226	
2000	CLASSIFIED SALARIES		68,719
3000	EMPLOYEE BENEFITS		35,499
4000	SUPPLIES & MATERIALS	24,165	
5000	OTHER OPERATING EXP & SERVICES	32,552	
6000	CAPITAL OUTLAY		3,451
7900	RESERVE FOR CONTINGENCIES	18,726	
Total Transfer Fund 11		\$107,669	\$107,669
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		38,401
2000	CLASSIFIED SALARIES		51,580
3000	EMPLOYEE BENEFITS		41,419
4000	SUPPLIES & MATERIALS	23,824	
5000	OTHER OPERATING EXP & SERVICES	114,729	
6000	CAPITAL OUTLAY		5,003
7000	OTHER OUTGO		4,263
7900	RESERVE FOR CONTINGENCIES	2,113	
Total Transfer Fund 12		\$140,666	\$140,666
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
2000	CLASSIFIED SALARIES		27,654
3000	EMPLOYEE BENEFITS		2,820
4000	SUPPLIES & MATERIALS		2,000
5000	OTHER OPERATING EXP & SERVICES	30,474	
6000	CAPITAL OUTLAY	2,000	
Total Transfer Fund 13		\$32,474	\$32,474
<u>Fund 33: Child Development Fund</u>			
4000	SUPPLIES & MATERIALS		1,153
5000	OTHER OPERATING EXP & SERVICES	1,153	
Total Transfer Fund 33		\$1,153	\$1,153
<u>Fund 41: Capital Outlay Projects Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		1,100
6000	CAPITAL OUTLAY		437,998
7900	RESERVE FOR CONTINGENCIES	439,098	
Total Transfer Fund 41		\$439,098	\$439,098

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
Board Meeting on 12/10/2012**

BUDGET TRANSFERS		From	To
<u>Fund 42: Bond Fund, Measure E</u>			
6000	CAPITAL OUTLAY		13,000
7900	RESERVE FOR CONTINGENCIES	13,000	
Total Transfer Fund 42		\$13,000	\$13,000
<u>Fund 61: Property and Liability Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		210,000
7900	RESERVE FOR CONTINGENCIES	210,000	
Total Transfer Fund 61		\$210,000	\$210,000
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	2,655,033	
8600	STATE REVENUES	(260,062)	
8800	LOCAL REVENUES	264,700	
1000	ACADEMIC SALARIES		503,521
2000	CLASSIFIED SALARIES		925,993
3000	EMPLOYEE BENEFITS		478,617
4000	SUPPLIES & MATERIALS		(91,001)
5000	OTHER OPERATING EXP & SERVICES		963,918
6000	CAPITAL OUTLAY		(170,387)
7000	OTHER OUTGO		49,010
Total Transfer Fund 12		\$2,659,671	\$2,659,671
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
8800	LOCAL REVENUES	200,000	
4000	SUPPLIES & MATERIALS		500
5000	OTHER OPERATING EXP & SERVICES		199,500
Total Transfer Fund 13		\$200,000	\$200,000
<u>Fund 33: Child Development Fund</u>			
8100	FEDERAL REVENUES	107,139	
1000	ACADEMIC SALARIES		41,386
2000	CLASSIFIED SALARIES		11,033
3000	EMPLOYEE BENEFITS		22,729
4000	SUPPLIES & MATERIALS		10,089
5000	OTHER OPERATING EXP & SERVICES		21,902
Total Transfer Fund 33		\$107,139	\$107,139
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	33,000	
8600	STATE REVENUES	701	
7000	OTHER OUTGO		33,701
Total Transfer Fund 74		\$33,701	\$33,701

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

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
Board Meeting on 12/10/2012**

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
B010463 10/04/12		
2000 CLASSIFIED SALARIES		25,000
5000 OTHER OPERATING EXP & SERVICES	10,000	
6000 CAPITAL OUTLAY	15,000	
	\$25,000	\$25,000
Total Reference B010463		
Reason: Adjustment		
Description: DO Safety OT over past 3 yrs, an on-going cost.		
B010633 10/30/12		
2000 CLASSIFIED SALARIES		18,726
7900 RESERVE FOR CONTINGENCIES	18,726	
	\$18,726	\$18,726
Total Reference B010633		
Reason: Adjustment		
Description: Fund Cossio Muniz,R. back to FY11-12 allocated budget.		
<u>Fund 12: General Fund Restricted</u>		
B010423 10/03/12		
1000 ACADEMIC SALARIES		64,501
2000 CLASSIFIED SALARIES		33,781
3000 EMPLOYEE BENEFITS		26,829
4000 SUPPLIES & MATERIALS	441	
5000 OTHER OPERATING EXP & SERVICES	124,670	
	\$125,111	\$125,111
Total Reference B010423		
Reason: Special Project Adjustment		
Description: SP2230 SAC DSPS revised		
B010567 10/22/12		
4000 SUPPLIES & MATERIALS		100
7900 RESERVE FOR CONTINGENCIES	100	
	\$100	\$100
Total Reference B010567		
Reason: Special Project Adjustment		
Description: SP3250 SCC SHWS book purchase		
B010568 10/22/12		
6000 CAPITAL OUTLAY		1,240
7900 RESERVE FOR CONTINGENCIES	1,240	
	\$1,240	\$1,240
Total Reference B010568		
Reason: Special Project Adjustment		
Description: SP3250 SCC SHWS PC purchase		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
Board Meeting on 12/10/2012**

BUDGET TRANSFERS	From	To
B010606 10/26/12		
6000 CAPITAL OUTLAY		87
7900 RESERVE FOR CONTINGENCIES	87	
	\$87	\$87
Total Reference B010606		
Reason: Special Project Adjustment		
Description: Re-allocate B010568, SP3250 SCC SHWS PC purchase.		
B010616 10/29/12		
5000 OTHER OPERATING EXP & SERVICES		660
7900 RESERVE FOR CONTINGENCIES	660	
	\$660	\$660
Total Reference B010616		
Reason: Special Project Adjustment		
Description: SP3250 SCC SHWS conference expense.		
B010635 10/31/12		
6000 CAPITAL OUTLAY		26
7900 RESERVE FOR CONTINGENCIES	26	
	\$26	\$26
Total Reference B010635		
Reason: Special Project Adjustment		
Description: SP3250 SCC SHWS PC purchase state tax.		
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
B010622 10/29/12		
2000 CLASSIFIED SALARIES		27,654
3000 EMPLOYEE BENEFITS		2,651
5000 OTHER OPERATING EXP & SERVICES	30,305	
	\$30,305	\$30,305
Total Reference B010622		
Reason: Special Project Adjustment		
Description: SP3230 SCC Bus/CTE SB/FB ST hourly employees.		
<u>Fund 41: Capital Outlay Projects Fund</u>		
B010383 10/01/12		
6000 CAPITAL OUTLAY		310,000
7900 RESERVE FOR CONTINGENCIES	310,000	
	\$310,000	\$310,000
Total Reference B010383		
Reason: Special Project Adjustment		
Description: SP3585 SCC Fiber Infra- Structure project set up.		
B010397 10/02/12		
6000 CAPITAL OUTLAY		46,098
7900 RESERVE FOR CONTINGENCIES	46,098	
	\$46,098	\$46,098
Total Reference B010397		
Reason: Special Project Adjustment		
Description: SP3581 SAC Renov construction svcs, reproduction, tests		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
Board Meeting on 12/10/2012**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 33: Child Development Fund</u>			
B010515	10/12/12		
8100	FEDERAL REVENUES	107,139	
1000	ACADEMIC SALARIES		41,386
2000	CLASSIFIED SALARIES		11,033
3000	EMPLOYEE BENEFITS		22,729
4000	SUPPLIES & MATERIALS		10,089
5000	OTHER OPERATING EXP & SERVICES		21,902
Total Reference B010515		\$107,139	\$107,139
Reason: New Budget			
Description: NEWB#1264 Network Healthy CA District Child Development.			
<u>Fund 74: Student Financial Aid Fund</u>			
B010521	10/12/12		
8100	FEDERAL REVENUES	30,000	
7000	OTHER OUTGO		30,000
Total Reference B010521		\$30,000	\$30,000
Reason: Correction			
Description: Add fund 74 to the 12/13 SSS yr2 budget.			

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
Board Meeting on 12/10/2012**

BUDGET TRANSFERS	From	To
B010558 10/18/12		
6000 CAPITAL OUTLAY		3,000
7900 RESERVE FOR CONTINGENCIES	3,000	
Total Reference B010558	\$3,000	\$3,000
Reason: Special Project Adjustment		
Description: Fac Pln SAC Renov Dunlap Hall blueprint repro/specs.		
B010559 10/18/12		
6000 CAPITAL OUTLAY		80,000
7900 RESERVE FOR CONTINGENCIES	80,000	
Total Reference B010559	\$80,000	\$80,000
Reason: Special Project Adjustment		
Description: Fac Pln SAC Renov perimeter site concrete blocks/materials		
<u>Fund 42: Bond Fund, Measure E</u>		
B010590 10/25/12		
6000 CAPITAL OUTLAY		13,000
7900 RESERVE FOR CONTINGENCIES	13,000	
Total Reference B010590	\$13,000	\$13,000
Reason: Special Project Adjustment		
Description: SP3017 SAC Lckr Rms DSA certification requirements.		
<u>Fund 61: Property and Liability Fund</u>		
B010495 10/11/12		
5000 OTHER OPERATING EXP & SERVICES		210,000
7900 RESERVE FOR CONTINGENCIES	210,000	
Total Reference B010495	\$210,000	\$210,000
Reason: Adjustment		
Description: Risk Mgmt security consult through year end.		
BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
B010412 10/03/12		
8100 FEDERAL REVENUES	(32,994)	
5000 OTHER OPERATING EXP & SERVICES		(32,994)
Total Reference B010412	\$(32,994)	\$(32,994)
Reason: Special Project Adjustment		
Description: SP1603 SAC NSF TEST:UP-move indirect allocation DO to SAC.		
B010413 10/03/12		
8100 FEDERAL REVENUES	32,994	
5000 OTHER OPERATING EXP & SERVICES		32,994
Total Reference B010413	\$32,994	\$32,994
Reason: Special Project Adjustment		
Description: SP1603 SAC NSF TEST:UP-move indirect allocation DO to SAC.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
Board Meeting on 12/10/2012**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B010444	10/04/12		
8100	FEDERAL REVENUES	(29,411)	
5000	OTHER OPERATING EXP & SERVICES		(29,411)
Total Reference B010444		\$(29,411)	\$(29,411)
Reason:	Special Project Adjustment		
Description:	SP1251 SCC CAMP II yr1-move indirect alloc from DO to SCC.		
B010445	10/04/12		
8100	FEDERAL REVENUES	29,411	
5000	OTHER OPERATING EXP & SERVICES		29,411
Total Reference B010445		\$29,411	\$29,411
Reason:	Special Project Adjustment		
Description:	SP1251 SCC CAMP II yr1-move indirect alloc from DO to SCC.		
B010483	10/10/12		
8600	STATE REVENUES	(27,791)	
1000	ACADEMIC SALARIES		(91,253)
2000	CLASSIFIED SALARIES		100,074
3000	EMPLOYEE BENEFITS		31,887
4000	SUPPLIES & MATERIALS		(15,415)
5000	OTHER OPERATING EXP & SERVICES		(52,138)
6000	CAPITAL OUTLAY		(946)
Total Reference B010483		\$(27,791)	\$(27,791)
Reason:	New Budget		
Description:	NEWB#2490 CEC Non-Cr Matric		
B010485	10/10/12		
8100	FEDERAL REVENUES	1,175	
1000	ACADEMIC SALARIES		26,905
2000	CLASSIFIED SALARIES		1,000
3000	EMPLOYEE BENEFITS		(4,533)
4000	SUPPLIES & MATERIALS		3,202
5000	OTHER OPERATING EXP & SERVICES		(22,483)
6000	CAPITAL OUTLAY		(2,916)
Total Reference B010485		\$1,175	\$1,175
Reason:	New Budget		
Description:	NEWB#1101 OEC ABE/ASE-GED WIA Title II non-credit 12/13.		
B010486	10/10/12		
8100	FEDERAL REVENUES	8,310	
1000	ACADEMIC SALARIES		16,423
2000	CLASSIFIED SALARIES		38,664
3000	EMPLOYEE BENEFITS		15,812
4000	SUPPLIES & MATERIALS		(1,909)
5000	OTHER OPERATING EXP & SERVICES		(39,577)
6000	CAPITAL OUTLAY		(21,103)
Total Reference B010486		\$8,310	\$8,310
Reason:	New Budget		
Description:	NEWB#1102 OEC ABE/ESL WIA TitleII non-credit 12/13.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
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BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B010487	10/10/12		
8100	FEDERAL REVENUES	(27,855)	
1000	ACADEMIC SALARIES		(1,781)
2000	CLASSIFIED SALARIES		(5,410)
3000	EMPLOYEE BENEFITS		(3,113)
4000	SUPPLIES & MATERIALS		(14,102)
5000	OTHER OPERATING EXP & SERVICES		(1,700)
6000	CAPITAL OUTLAY		(1,749)
Total Reference B010487		\$(27,855)	\$(27,855)
Reason:	New Budget		
Description:	NEWB#1108 OEC ABE/VESL WIA TitleII non-credit 12/13.		
B010488	10/11/12		
8100	FEDERAL REVENUES	(100,768)	
1000	ACADEMIC SALARIES		(55,364)
2000	CLASSIFIED SALARIES		12,971
3000	EMPLOYEE BENEFITS		1,607
4000	SUPPLIES & MATERIALS		(8,725)
5000	OTHER OPERATING EXP & SERVICES		(9,211)
6000	CAPITAL OUTLAY		(42,046)
Total Reference B010488		\$(100,768)	\$(100,768)
Reason:	New Budget		
Description:	NEWB#1106 OEC ABE/EI Civics WIA TitleII non-credit 12/13.		
B010489	10/11/12		
8100	FEDERAL REVENUES	5,008	
1000	ACADEMIC SALARIES		49,176
2000	CLASSIFIED SALARIES		(27,773)
3000	EMPLOYEE BENEFITS		11,625
4000	SUPPLIES & MATERIALS		2,161
5000	OTHER OPERATING EXP & SERVICES		(3,729)
6000	CAPITAL OUTLAY		(26,452)
Total Reference B010489		\$5,008	\$5,008
Reason:	New Budget		
Description:	NEWB#1101 CEC ABE/GED WIA TitleII non-credit 12/13.		
B010490	10/11/12		
8100	FEDERAL REVENUES	205,966	
1000	ACADEMIC SALARIES		4,701
2000	CLASSIFIED SALARIES		131,305
3000	EMPLOYEE BENEFITS		30,726
4000	SUPPLIES & MATERIALS		(579)
5000	OTHER OPERATING EXP & SERVICES		17,655
6000	CAPITAL OUTLAY		22,158
Total Reference B010490		\$205,966	\$205,966
Reason:	New Budget		
Description:	NEWB#1102 CEC ABE/ESL WIA TitleII non-credit 12/13.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
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BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B010491	10/11/12		
8100	FEDERAL REVENUES	(37,303)	
1000	ACADEMIC SALARIES		(9,448)
2000	CLASSIFIED SALARIES		122,362
3000	EMPLOYEE BENEFITS		75,491
4000	SUPPLIES & MATERIALS		(48,434)
5000	OTHER OPERATING EXP & SERVICES		(96,703)
6000	CAPITAL OUTLAY		(80,571)
Total Reference B010491		\$(37,303)	\$(37,303)
Reason:	New Budget		
Description:	NEWB#1106 CEC ABE/EI Civics WIA TitleII non-credit 12/13.		
B010492	10/11/12		
8100	FEDERAL REVENUES	(54,216)	
1000	ACADEMIC SALARIES		(333)
2000	CLASSIFIED SALARIES		556
3000	EMPLOYEE BENEFITS		3,122
4000	SUPPLIES & MATERIALS		(11,036)
5000	OTHER OPERATING EXP & SERVICES		(7)
6000	CAPITAL OUTLAY		(46,518)
Total Reference B010492		\$(54,216)	\$(54,216)
Reason:	New Budget		
Description:	NEWB#1109 CEC ABE/VESL WIA TitleII non-credit 12/13.		
B010493	10/11/12		
8100	FEDERAL REVENUES	250,000	
1000	ACADEMIC SALARIES		14,000
2000	CLASSIFIED SALARIES		124,740
3000	EMPLOYEE BENEFITS		42,663
4000	SUPPLIES & MATERIALS		5,600
5000	OTHER OPERATING EXP & SERVICES		59,277
7000	OTHER OUTGO		3,720
Total Reference B010493		\$250,000	\$250,000
Reason:	New Budget		
Description:	NEWB#1725 SCC Upward Bound Math & Science yr1/5.		
B010503	10/12/12		
8600	STATE REVENUES	26,719	
1000	ACADEMIC SALARIES		21,755
2000	CLASSIFIED SALARIES		6,136
3000	EMPLOYEE BENEFITS		3,294
4000	SUPPLIES & MATERIALS		(3,989)
5000	OTHER OPERATING EXP & SERVICES		2,063
6000	CAPITAL OUTLAY		(2,540)
Total Reference B010503		\$26,719	\$26,719
Reason:	New Budget		
Description:	NEWB#2490 OEC Non-credit matriculation 12/13.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
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BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B010510	10/12/12		
8600	STATE REVENUES	(27,385)	
1000	ACADEMIC SALARIES		3,357
2000	CLASSIFIED SALARIES		(13,505)
3000	EMPLOYEE BENEFITS		(17,863)
5000	OTHER OPERATING EXP & SERVICES		626
Total Reference B010510		\$(27,385)	\$(27,385)
Reason:	New Budget		
Description:	NEWB#2412 SAC Credit Matriculation P1 12/13.		
B010511	10/12/12		
8100	FEDERAL REVENUES	650,000	
1000	ACADEMIC SALARIES		263,607
2000	CLASSIFIED SALARIES		222,979
3000	EMPLOYEE BENEFITS		105,715
4000	SUPPLIES & MATERIALS		8,600
5000	OTHER OPERATING EXP & SERVICES		25,000
6000	CAPITAL OUTLAY		24,099
Total Reference B010511		\$650,000	\$650,000
Reason:	New Budget		
Description:	NEWB#1677 SCC Developing HSI Program yr3 TitleV.		
B010512	10/12/12		
8100	FEDERAL REVENUES	1,188,463	
1000	ACADEMIC SALARIES		92,100
2000	CLASSIFIED SALARIES		211,844
3000	EMPLOYEE BENEFITS		81,839
4000	SUPPLIES & MATERIALS		18,500
5000	OTHER OPERATING EXP & SERVICES		715,580
6000	CAPITAL OUTLAY		16,600
7000	OTHER OUTGO		52,000
Total Reference B010512		\$1,188,463	\$1,188,463
Reason:	New Budget		
Description:	NEWB#1666 SAC HSI TitleIII Engage in STEM project 12/13.		
B010517	10/12/12		
8100	FEDERAL REVENUES	(481,891)	
2000	CLASSIFIED SALARIES		(329,745)
3000	EMPLOYEE BENEFITS		(78,090)
4000	SUPPLIES & MATERIALS		(2,592)
5000	OTHER OPERATING EXP & SERVICES		(70,497)
6000	CAPITAL OUTLAY		(967)
Total Reference B010517		\$(481,891)	\$(481,891)
Reason:	Delete Budget		
Description:	DELB#1315 DO SBDC SBA/CSUF grant award ended 12/31/11.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
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BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B010539	10/17/12		
8600	STATE REVENUES	(75,870)	
1000	ACADEMIC SALARIES		(46,834)
3000	EMPLOYEE BENEFITS		(6,939)
4000	SUPPLIES & MATERIALS		(9,428)
5000	OTHER OPERATING EXP & SERVICES		(12,519)
6000	CAPITAL OUTLAY		(150)
Total Reference B010539		\$(75,870)	\$(75,870)
Reason:	Delete Budget		
Description:	DELB#2200 CTE Comm Collab III grant-award ended 3/31/12 SAC		
B010540	10/17/12		
8600	STATE REVENUES	(39,888)	
1000	ACADEMIC SALARIES		(34,772)
3000	EMPLOYEE BENEFITS		(5,116)
Total Reference B010540		\$(39,888)	\$(39,888)
Reason:	Delete Budget		
Description:	DELB#2200 CTE Comm Collab III grant-award ended 3/31/12 SCC		
B010541	10/17/12		
8600	STATE REVENUES	(76,799)	
2000	CLASSIFIED SALARIES		(41,324)
3000	EMPLOYEE BENEFITS		(11,241)
4000	SUPPLIES & MATERIALS		(2,650)
5000	OTHER OPERATING EXP & SERVICES		(9,442)
6000	CAPITAL OUTLAY		(12,142)
Total Reference B010541		\$(76,799)	\$(76,799)
Reason:	Delete Budget		
Description:	DELB#2200 CTE Comm Collab III grant-award ended 3/31/12 DO		
B010571	10/22/12		
8100	FEDERAL REVENUES	250,000	
1000	ACADEMIC SALARIES		21,879
2000	CLASSIFIED SALARIES		126,877
3000	EMPLOYEE BENEFITS		71,602
4000	SUPPLIES & MATERIALS		1,600
5000	OTHER OPERATING EXP & SERVICES		25,142
6000	CAPITAL OUTLAY		2,900
Total Reference B010571		\$250,000	\$250,000
Reason:	New Budget		
Description:	NEWB#1730 SAC Upward Bound Veteran's Program.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/01/2012 To 10/31/2012
Board Meeting on 12/10/2012**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B010573	10/25/12		
8100	FEDERAL REVENUES	800,000	
1000	ACADEMIC SALARIES		65,103
2000	CLASSIFIED SALARIES		126,988
3000	EMPLOYEE BENEFITS		86,954
4000	SUPPLIES & MATERIALS		15,970
5000	OTHER OPERATING EXP & SERVICES		470,260
7000	OTHER OUTGO		34,725
Total Reference B010573		\$800,000	\$800,000
Reason:	New Budget		
Description:	NEWB#1515 GEAR UP IV yr4		
B010623	10/30/12		
8800	LOCAL REVENUES	258,073	
1000	ACADEMIC SALARIES		161,478
2000	CLASSIFIED SALARIES		61,789
3000	EMPLOYEE BENEFITS		34,806
Total Reference B010623		\$258,073	\$258,073
Reason:	New Budget		
Description:	NEWB#3711 Lumina Foundation Latino Studnt Success Initia		
B010741	10/30/12		
8600	STATE REVENUES	(8,849)	
1000	ACADEMIC SALARIES		6,719
2000	CLASSIFIED SALARIES		41,786
3000	EMPLOYEE BENEFITS		1,871
4000	SUPPLIES & MATERIALS		(12,780)
5000	OTHER OPERATING EXP & SERVICES		(1,385)
6000	CAPITAL OUTLAY		(1,248)
7000	OTHER OUTGO		(43,812)
Total Reference B010741		\$(8,849)	\$(8,849)
Reason:	Special Project Adjustment		
Description:	Allocate 2012-13 budget for EOPS SAC		
Fund 13: GF Unrestricted One-Time Funds			
B010589	10/25/12		
8800	LOCAL REVENUES	75,000	
4000	SUPPLIES & MATERIALS		500
5000	OTHER OPERATING EXP & SERVICES		74,500
Total Reference B010589		\$75,000	\$75,000
Reason:	Special Project Adjustment		
Description:	SP3682 SAC Tech Enhanced Lrng trng,sftwr,suppl-DO Foundation		
B010609	10/26/12		
8800	LOCAL REVENUES	125,000	
5000	OTHER OPERATING EXP & SERVICES		125,000
Total Reference B010609		\$125,000	\$125,000
Reason:	Adjustment		
Description:	SCC Int'l Student/Distance Ed programs expansion.		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To: Board of Trustees	Date: December 10, 2012
Re: Receive and Accept the District Audit Report for the Fiscal Year ended June 30, 2012	
Action: Request to Receive and Accept	

BACKGROUND

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

The Financial Section of the District audit report is broken down into five major categories as follows: (1) the Independent Auditors' Report; (2) Management's Discussion and Analysis; (3) Basic Financial Statements; (4) Discretely Presented Component Units; and (5) Notes to the Financial Statements.

The report also includes: (1) Required Supplementary Information; (2) Other Supplementary Information; (3) Other Independent Auditors' Reports; and (4) and Schedule of Findings and Questioned Costs.

Also included are the audits of the Measure E General Obligation Bonds Financial and Performance audits, the Rancho Santiago Community College District Foundation, the Santa Ana College Foundation, and the Santiago Canyon College Foundation.

ANALYSIS

The auditors will present the results of the District's audits at the meeting. Although there was not a quorum, all reports were presented and discussed at the Board Fiscal Audit Review Committee meeting on November 15, 2012.

RECOMMENDATION

It is recommended that the Board of Trustees receive and accept the Rancho Santiago Community College District Audit Reports for the fiscal year ended June 30, 2012 as presented.

Fiscal Impact:	Not Applicable	Board Date: December 10, 2012
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Adoption of Resolution No. 12-75 – Authorizing the Issuance of RSCCD 2013 General Obligation Refunding Bonds and Approval of the Investment Banking Agreement; Preliminary Official Statement; Purchase Contract and Escrow Agreement	
Action:	Resolution Adoption and Request for Approval	

BACKGROUND

On November 5, 2002, voters in the Rancho Santiago Community College District authorized the issuance and sale of \$337,000,000 of general obligation bonds (Measure E) to finance property acquisitions, planning, infrastructure creation and enhancements, new capital construction projects, equipment acquisitions, and remodeling projects. In April 2003, the District issued Series 2003 Series A Bonds in the amount of \$96,125,000 and began implementing the District's Capital Construction Plan. In March 2005, the District issued a second bond issuance in the amount of \$119,999,867 as a 2005 Series B issuance. In August 2005, the District issued \$53,559,298 in refunding (refinancing) of Series A bonds at lower interest rates. In September 2006, the District issued the final Measure E bond authorization issuance in the amount of \$120,874,328.55 as a 2006 Series C issuance. In November 2011, \$10.3 million of Series A bonds were refunded. In March 2012, \$63 million of Series B bonds were refunded.

Due to a continuing very low interest rates there is an additional opportunity to refinance any remaining Series B Bonds and a portion of existing outstanding 2006 Series C (approximately \$117.9 million). Approximately \$80.1 million of the 2006 Series C are subject to redemption on September 1, 2016 and have an average coupon rate of 4.50%, which is almost a full 2.00% above the current market rates. The \$80.1 million callable portion of the 2006 Series C bonds can be refinanced at these lower rates to generate significant cash flow savings to the property taxpayers.

The objective of the refunding financing is to refinance existing higher interest rate bonds at lower current interest rates (savings similar to refinancing a home mortgage at lower interest rates). This refinancing or refunding will reduce total debt service on the bonds to the taxpayers. All savings from the refunding will be for the benefit of the property taxpayers who pay for the bonds. The extent to which the refinancing will accomplish these goals will depend on market interest rates at the time of the financing (pricing).

In 2005 the refunding produced savings to district property taxpayers of approximately \$2 million. In November 2011 the refunding produced savings to district property taxpayers of approximately \$360,000. In March 2012 a refunding produced savings to district property taxpayers of approximately \$4.4 million. To date the total savings due to the refunding to the

district property taxpayers have totaled \$6.7 million. With the anticipated minimum savings from this current refunding, approximately \$3.4 million, this will bring the total savings from refunding for the repayment of Measure E bonds to \$10 million over the life of the repayment of the bonds.

ANALYSIS

It is recommended that all or a portion of the outstanding Series 2006 Series C Bonds and any remaining 2005 Series B Bonds are authorized under Government Code 53550 for refunding, not to exceed a total of \$90 million from both series. It is estimated that this refunding will provide taxpayers with aggregate debt service net savings of at least approximately \$3.4 million dependent on interest rates as of pricing. There is no cost to the district to refinance these bonds. All issuance costs are included in the refinancing of the bonds.

The attached Resolution authorizes the District to issue general obligation refunding bonds not to exceed \$90 million and authorizes District staff to carry out actions necessary to implement the refinancing. As part of the actions necessary to implement the refinancing the district is required to enter into a Purchase Contract and Investment Banking Services Agreement for the refunding on these bonds. We have attached documents for your review and approval. In addition, attached is a timetable for the refunding and the Interested Parties List. Pricing of the refunding bonds is scheduled for December 18, 2012. Closing for the refunding is expected on January 10, 2013. The lower tax rates are expected to be affective on the 2013-2014 property tax statements.

A team of Underwriters will be managing the sale of the refunding bonds which includes Kinsell, Newcomb & De Dios, Inc. and De La Rosa & Co. The Underwriters have agreed that Kinsell et al will be acting as Senior Manager and will be managing the sale in conjunction with and on behalf of the participants. Bond counsel is David G. Casnocha of Stradling Yocca Carlson & Rauth.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 12-75, authorizing the issuance of the Rancho Santiago Community College District (Orange County, California) 2013 General Obligation Refunding Bonds, not to exceed \$90 million and approve refunding of any remaining 2005 Series B Bonds and 2006 Series C Bonds and also approve the Investment Banking Agreement; Preliminary Official Statement; Purchase Contract and Escrow Agreement. It is further recommended that the Board authorize the Vice Chancellor Business Operations/Fiscal Services to sign all required documents on behalf of the District as presented.

Fiscal Impact:	No cost to the district	Board Date: December 10, 2012
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 12-75

RESOLUTION AUTHORIZING THE ISSUANCE OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (ORANGE COUNTY, CALIFORNIA) 2013 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election was held in the Rancho Santiago Community College District, Orange County, State of California (hereinafter referred to as the "District"), on November 5, 2002 (the "Authorization") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by a vote of more than fifty-five percent of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$337,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, pursuant to the Authorization, on March 31, 2003 the District issued \$96,125,000 of Rancho Santiago Community College District (Orange County, California) General Obligation Bonds, Election of 2002, Series 2003A (the "Series 2003A Bonds");

WHEREAS, pursuant to the Authorization, on March 10, 2005 the County issued on behalf of the District an aggregate principal amount of \$119,999,867.25 Rancho Santiago Community College District (Orange County, California) General Obligation Bonds, Election of 2002, Series B (the "Series B Bonds");

WHEREAS, pursuant to the Authorization, on October 3, 2006 the County issued on behalf of the District an aggregate principal amount of \$120,874,328.55 Rancho Santiago Community College District (Orange County, California) General Obligation Bonds, Election of 2002, Series C (the "Series C Bonds" and together with the Series B Bonds, the "Prior Bonds");

WHEREAS, pursuant to Section 53550 *et seq.* of the Government Code, the District is authorized to issue general obligation refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding Series B Bonds and the Series C Bonds (so refunded, the "Refunded Bonds");

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law; and

WHEREAS, this Board desires to appoint professionals related to the issuance of the Refunding Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ORANGE COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Purpose. To advance refund all or a portion of the outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the District hereby authorizes the issuance of the Refunding Bonds in one or more series, to be styled as the “Rancho Santiago Community College District (Orange County, California) 2013 General Obligation Refunding Bonds,” in an aggregate principal amount not-to-exceed \$90,000,000, with appropriate series designations if more than one series is issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

SECTION 2. Paying Agent. The Board does hereby authorize the appointment Wells Fargo Bank, National Association as Paying Agent (defined herein) for the Refunding Bonds on behalf of the District.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds are hereby authorized to be sold at a negotiated sale upon the direction of the Chancellor of the District (the “Chancellor”) or the Vice Chancellor for Business Operations and Fiscal Services of the District (the “Vice Chancellor”). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below. The Board estimates that the costs associated with the issuance of the Refunding Bonds, including compensation to the Underwriter (defined herein) and any such costs to be paid pursuant to the Purchase Contract, will equal approximately 0.75% of the principal amount of the Refunding Bonds.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract (the “Purchase Contract”) by and between the District and Kinsell, Newcomb & De Dios, Inc., as representative of itself, and De La Rosa & Co. (collectively, the “Underwriter”), for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Secretary to or Clerk of the Board, is hereby approved and the Chancellor, the Vice Chancellor, and such other officer or employee of the District as the Chancellor or Vice Chancellor may designate (collectively, the “Authorized Officers”), each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rates of the Refunding Bonds shall not exceed the maximum rate permitted by law, and the Underwriter’s discount, excluding original issue discount thereon and any costs of issuance of the Refunding Bonds, shall not exceed 0.45% of the aggregate principal amount of the Refunding Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$90,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) “**Authorization**” means the authorization received by the District to issue the Series B Bonds and the Series C Bonds at an election held on November 5, 2002.

(b) “**Act**” means Sections 53550 *et seq.* of the California Government Code.

(c) “**Bond Insurer**” means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Refunding Bonds.

(d) “**Bond Payment Date**” means, unless otherwise provided by the Purchase Contract, March 1 and September 1 of each year commencing March 1, 2013 with respect to the interest on the

Refunding Bonds, September 1 of each year commencing September 1, 2013 with respect to the Principal payments on the Refunding Bonds.

(e) **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **“Depository”** means, initially, DTC, and thereafter the securities depository acting as Depository pursuant to Section 6(c) hereof.

(g) **“DTC”** means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Refunding Bonds.

(h) **“Escrow Agent”** means Wells Fargo Bank, National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(i) **“Escrow Agreement”** means the Escrow Agreement relating to the Refunded Bonds, by and between the District and the Escrow Agent.

(j) **“Federal Securities”** means securities as permitted, in accordance with the authorizing resolutions of the County pursuant to which the Series B Bonds and the Series C Bonds were issued, respectively, to be deposited with the Escrow Agent for the purpose of defeasing the Series 2003A Bonds and Series B Bonds.

(k) **“Information Services”** means Financial Information, Inc.’s “Financial Daily Called Bond Service; Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service; or Mergent Inc.’s Called Bond Department.

(l) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(m) **“Outstanding”** means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution

(n) **“Owners”** or **“Registered Owner”** means the registered owner of a Refunding Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(o) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(p) **“Paying Agent”** means Wells Fargo Bank, National Association, or any successor financial institution, acting as paying agent, verification agent, transfer agent, bond registrar for the Refunding Bonds.

(q) **“Principal”** or **“Principal Amount”** means, with respect to any Current Interest Bond, the principal or principal amount thereof.

(r) **“Record Date”** means the fifteenth day of the month preceding each Bond Payment Date.

(s) **“Securities Depository”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320 with Cede & Co. as its nominee.

(t) **“Term Bonds”** means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of \$5,000 or any integral multiple thereof. The Refunding Bonds will be initially registered to “Cede & Co.,” the nominee of the DTC.

Each Refunding Bond shall be dated the date of delivery of the Refunding Bonds or such other date as shall appear in the Purchase Contract (the “Date of Delivery”), and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest on the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond of any series shall mature later than the final maturity date of the Refunded Bonds refunded from the proceeds of such Refunding Bond.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 6(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, in respect to the portion of such Term Bond optionally redeemed.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select

Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, the Purchase Contract may provide that, within a maturity, Refunding Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

With respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the Principal Amount of such Refunding Bond to be redeemed; and the original issue date, interest rate or Accretion Rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to each of the Securities Depository.

(C) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Refunding Bonds.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and, accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Refunding Bond shall be registered in the register of bonds ("Bond Register") maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

The District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such the Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the

records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be prepaid in the event the District redeems the Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each the Refunding Bond is registered in the Bond Register as the absolute Owner of such the Refunding Bond for the purpose of payment of principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, and premium, if any, and interest on the Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such the Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

(3) Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of and premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board of Trustees of the District, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution. There shall be attached to each Refunding Bond the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, and, immediately preceding such legal opinion, a certificate executed with the facsimile signature of the Secretary to or Clerk of the Board of Trustees, said certificate to be in substantially the following form:

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
[Secretary/Clerk], Board of Trustees

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and transfer amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete,

authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the transfer amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption price, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, Principal and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are general obligations of the District, payable without limit as to rate or amount solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement:

(Form of Refunding Bond)

REGISTERED
NO.

REGISTERED
\$

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2013 GENERAL OBLIGATION REFUNDING BONDS

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____% per annum September 1, _____, 2013 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Rancho Santiago Community College District (the "District") in Orange County (the "County"), California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on March 1 and September 1 of each year (the "Bond Payment Dates"), commencing March 1, 2013. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before February 15, 2013, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by Wells Fargo Bank, National Association, as Paying Agent. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Refunding Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain of the District's Outstanding; (i) General Obligation Bonds, Election of 2002, Series B and (ii) General Obligation Bonds, Election of 2002, Series C; and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on December 10, 2012 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both Principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise \$_____ principal amount of Current Interest Bonds, of which this bond is a part (a "Refunding Bond").

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before September 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after September 1, 20__ are subject to redemption on or after September 1, 20__ or on any date thereafter at the option of the District as a whole or in part at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption from moneys in the Debt Service Fund on September 1 of each year on and after September 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Refunding Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	\$

The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of the Refunding Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the Refunding Bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the

particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Refunding Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Rancho Santiago Community College District, Orange County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the [Secretary/Clerk] of the Board of Trustees, all as of the date stated above.

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____
(Facsimile Signature)
President, Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
[Secretary/Clerk], Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the Refunding Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2013.

WELLS FARGO BANK NATIONAL ASSOCIATION,
as Paying Agent

By: _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

By: _____ (Facsimile Signature)
[Secretary/Clerk] to/of Board of Trustees

(Form of Legal Opinion)

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of the proceeds from the sale of the Refunding Bonds necessary to purchase Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the “Rancho Santiago Community College District 2013 General Obligation Refunding Bonds Escrow Fund” (the “Escrow Fund”) established under the Escrow Agreement, which amount, if unvested, shall be sufficient, or if invested, together with an amount or amounts of cash held unvested therein, shall be sufficient to refund the Refunded Bonds all as set forth in a certificate of an Authorized Officer. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “Rancho Santiago Community College District, 2013 General Obligation Refunding Bonds Debt Service Fund” (the “Debt Service Fund”) for the Refunding Bonds and used only for payments of Principal of and interest on the Refunding Bonds. The Debt Service Fund shall be held by the County. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer-Tax Collector of Orange County to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the Principal of and interest on the Refunding Bonds. DTC will thereupon make payments of Principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of Principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund.

(a) **General.** If necessary, there shall be created and established a special fund designated the “Rancho Santiago Community College District 2013 General Obligation Refunding Bonds Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free

and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the Tax Certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the "Tax Certificate").

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Rebate Regulations, using as the "computation date" for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the "rebate amount" and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) **Rebate Payments.** Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) **Deficiencies in the Rebate Fund.** In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) **Withdrawals of Excess Amount.** In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) **Record Retention.** The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) **Survival of Defeasance.** Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 14. Security for the Refunding Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District and used for the payment of the Principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14 and Section 53559 of the Act.

SECTION 15. Arbitrage Covenant. The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

SECTION 16. Legislative Determinations. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to or Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the Principal and interest of the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of Principal and interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) **Cash:** by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all Principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date; or

(b) **Government Obligations:** by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest costs to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on or about September 1, 2015, with respect to the Series B Bonds, and on or about September 1, 2016 with respect to the Series C Bonds, which are the first optional redemption dates of such Refunded Bonds, respectively, following the issuance of the Refunding Bonds.

(d) The Board hereby appoints Wells Fargo Bank, National Association, Escrow Agent for the Refunded Bonds and approves the form of the Escrow Agreement, dated as of January 1, 2013, by and between the District and the Escrow Agent on file with the Secretary to or Clerk of the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by either individual's execution and delivery thereof.

(e) The Board hereby appoints Kinsell, Newcomb & DeDios, Inc., and De La Rosa & Co. as the Underwriters and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel and Disclosure Counsel with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.

SECTION 21. Resolution to Treasurer-Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector of Orange County immediately following its adoption.

SECTION 22. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 23. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 24. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 10th day of December, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Trustees
Rancho Santiago Community College District

Attest:

Clerk of the Board of Trustees
Rancho Santiago Community College District

SECRETARY'S CERTIFICATE

I, _____, Secretary to the Board of Trustees of the Rancho Santiago Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on December 10, 2012, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2012

Secretary

INVESTMENT BANKING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December 2012, by and among the Rancho Santiago Community College District (the “District”), a California community college district, and Kinsell, Newcomb & De Dios, Inc. and E. J. De La Rosa & Co., Inc., two independent FINRA registered broker-dealers that provide investment banking and underwriting services, (the “Underwriters”), with reference to the following:

RECITALS

WHEREAS, the District has previously issued the \$119,999,867.25 General Obligation Bonds, Election of 2002, Series B (the “2005B Bonds”) and the \$120,874,328.55 General Obligation Bonds, Election of 2002, Series C (the “2006C Bonds”, and together with the 2005B Bonds referred to herein as the “Prior Bonds”); and

WHEREAS, the Prior Bonds were previously issued to finance the repair, construction, equipping and acquisition of certain District property and facilities and to pay the costs of issuance associated with the Prior Bonds (the Projects); and

WHEREAS, the District plans to issue refunding bonds (the “Bonds”) to refinance a portion of the Prior Bonds; and

WHEREAS, the District is authorized, as a public body, to employ and compensate the Underwriters and desires to retain the services of the Underwriters in relation to the sale and issuance of the Bonds; and

WHEREAS, the Underwriters are qualified to assist the District with structuring and distributing the Bonds and have agreed to be retained by the District to provide the services described herein. Some of the services that the Underwriters will be called upon to perform prior to the execution and delivery of the Purchase Contract, such as providing advice with respect to the sizing, structure, timing and terms of the Bonds, are services that are also commonly provided by financial advisory firms. However, in providing such services, the parties understand and agree that the Underwriters will not be serving as the District’s financial advisors or acting as agents or fiduciaries for the District and that the District, at its own discretion, will consult with its own legal, financial and other advisors with regards to such matters.

A. Scope of Services

The Underwriters, working jointly with the financing team members, shall develop the financing plan for structuring and issuing the Bonds. The services provided by the Underwriters will consist of, however are not limited to, the following:

- 1) Review the cash flow savings and net present value savings benefits of refunding certain maturities of the Prior Bonds, and present the District with that information to determine which maturities meet the requisite threshold; and
- 2) Work with the District to develop and manage an appropriate timetable; and
- 3) Recommend and present, as required, the appropriate financing structure which helps the District sell the Bonds, provides the lowest cost of funds and achieves the best possible cash flow savings and net present value savings result based on the prevailing market conditions; and
- 4) In cooperation with the District’s appointed Bond Counsel and Disclosure Counsel, review all documents necessary to implement the issuance of the Bonds, including, but not limited to, the authorizing Resolutions, Purchase Contracts, and Preliminary and Final Official Statements; and
- 5) Prepare presentations for the credit rating agencies and/or credit enhancement providers, as well as coordinate and attend any requisite teleconference calls and/or meetings; and

- 6) Structure the terms and conditions of the Bonds, such as maturities, coupon rates, call features, maturity types and security features, which take advantage of the prevailing market conditions and provide the lowest possible interest cost; and
- 7) Advise on prevailing market conditions and the timing of the sale of the Bonds; and
- 8) Organize the printing and distribution of the Preliminary and Final Official Statements to investors, information services and regulators, as required; and
- 9) Organize and manage information meetings and teleconference calls, as required, to create investor interest in the Bonds; and
- 10) Prepare pricing comparables for the District to benchmark the proposed rates of the Bonds with other recently priced issues, and host a conference call to discuss the structure and proposed sale strategy; and
- 11) Upon approval, establish an order period and release the Bonds for offering to the market; and
- 12) Price and distribute the Bonds with the objective of obtaining the lowest overall borrowing cost for the District; and
- 13) Underwrite the Bonds on a firm commitment basis pursuant to a negotiated Purchase Contract and inventory any unsold balances at the risk of the Underwriters; and
- 14) Obtain CUSIP numbers to identify the Bonds and arrange for DTC registration; and
- 15) Review and amend all documents related to the sale and issuance of the Bonds in order to facilitate a timely closing of the issue; and
- 16) Deliver the amended debt service schedules to the County of Orange and work with the County of Orange to determine the annual ad valorem tax levy required to pay debt service on the Bonds; and
- 17) Prepare a post-sale briefing memorandum which incorporates all sale data, debt service schedules, interest rate information and refunding benefits; and
- 18) Prepare a summary on the results of the sale for the Board of Trustees and present the material at a public meeting, as required.

B. Compensation

The Underwriters agree to provide the services identified herein to affect the successful issuance of the Bonds. The Underwriters structure their compensation as a percentage of the par amount of Bonds issued; **all compensation of the Underwriters is payable from the proceeds of the Bonds and is contingent upon a successful closing.** Compensation will be negotiated at or near the time of sale of the Bonds based on comparable issues and market conditions at that time and will be clearly delineated in the authorizing Resolution and/or the Purchase Contract.

C. Expenses

The Underwriters will pay their own costs incurred in the performance of this Agreement, including costs of travel, Underwriter's Counsel, if any, communication, preparation (but not printing and mailing) of the Preliminary and Final Official Statement and overhead expenses.

The District, from proceeds of the Bonds or other lawfully available funds, will pay for legal fees, including Bond Counsel; Disclosure Counsel, rating agency and credit enhancement fees (if any), the cost of information obtained for cash flow analysis and disclosure purposes (if any), the cost of printing and distribution of the Preliminary and Final Official Statement, the expense of publication, advertising, and informational meetings, the costs of obtaining CUSIPs and registering the Bonds with DTC, and the costs of procuring a Fiscal Agent or Bond Trustee and Registrar.

Initials __, __, __

D. Independent Contractor

It is understood and agreed that the Underwriters are independent contractors and that no fiduciary relationship exists between the District and the Underwriters. It is further understood and agreed, that as independent contractors and not employees or agents of the District, neither the Underwriters nor any of the Underwriter's assigned personnel shall have any right, power or duty to act in the capacity of an employee of the District or to act on behalf of the District in any capacity whatsoever as its agent or to bind the District to any obligation whatsoever.

E. Term of Agreement

This Agreement is to continue until the later of (i) the execution of the Purchase Contract for the Bonds or (ii) the completion of the Scope of Services identified herein, or until the Board of Trustees of the District formally abandons the refinancing. Upon written notice, prior to the execution of the Purchase Contract, the Underwriters may terminate this agreement at any time. The District may also terminate this agreement in the event that it has not been satisfied with the performance of the Underwriters prior to the execution of the Purchase Contract. In both cases the "Expenses" and "Governing Law" provisions contained herein shall survive any termination of this letter agreement.

F. Agreement Amendments

This Agreement may be amended by mutual written agreement of the District and the Underwriters.

G. Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

H. Governing Law

This Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the State of California, and exclusive venue in any and all actions existing under this Agreement shall be laid in the action or proceeding which District or Underwriters may be required to prosecute to enforce its respective rights within this Agreement. The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Agreement, the District and the Underwriters agree to first submit any disagreements to arbitration. This arbitration requirement is intended to reduce the costs of dispute resolution for both parties.

I. Miscellaneous

Nothing contained herein shall preclude the Underwriters from carrying on its customary and usual business activities. The Underwriters specifically reserve the right to bid for and maintain secondary markets on any of the District's outstanding bonds. Services provided by the Underwriters in connection with this Agreement shall not limit the Underwriters from providing services for the District in conjunction with other projects as requested by the District.

In connection with the services agreed to herein, it is understood that the Underwriters will render professional services within the extent of its training and experience. In rendering such professional services, the Underwriters are acting as an independent contractor. Neither the Underwriters, nor any of its agent, or employees, shall be deemed an employee of the District for any purpose.

The Underwriters will at all times during the course of this Agreement, comply with laws, regulations, and rules concerning investment banking services promulgated by the Municipal Securities Rulemaking Board, and all applicable federal, state, and local laws, statutes, ordinances, and regulations.

The Underwriters shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the District.

Initials __, __, __

J. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall only be amended or modified in writing signed by the parties hereto.

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

Rancho Santiago Community College District

By: _____

Title: _____

Kinsell, Newcomb & De Dios, Inc.

By: _____

Title: _____

E. J. De La Rosa & Co., Inc.

By: _____

Title: _____

November 27, 2012

Peter J. Hardash
Vice Chancellor – Business Operations / Fiscal Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640

**RE: Investment Banking Services Agreement
Disclosures and Acknowledgement Related to MSRB Rule G-17
2013 General Obligation Refunding Bonds**

Dear Mr. Hardash:

This letter is integral to the Investment Banking Services Agreement (the “IBS Agreement”) pursuant to which Kinsell, Newcomb & De Dios, Inc. and E. J. De La Rosa & Co., Inc., two independent FINRA registered broker-dealers that provide investment banking and underwriting services, (the “Underwriters”) will provide underwriting services to the Rancho Santiago Community College District (the “District”) in connection with the captioned bond issue (the “Bonds”) until the parties enter into a bond purchase contract (the “Purchase Contract”) with respect to the Bonds. The terms of the Purchase Contract will be negotiated at the time of sale; however, nothing in this agreement shall obligate the District or the Underwriters to enter into the Purchase Contract.

On August 2, the interpretive notice concerning the application of Municipal Securities Rulemaking Board Rule G-17 (“Rule G-17”) to underwriters of municipal securities became effective. In a negotiated underwriting, such as that contemplated by the District, pursuant to Rule G-17, our duty to deal fairly with an issuer of municipal securities, such as the District, requires that we make certain disclosures to clarify our role in an issuance of municipal securities, such as the Bonds, and any actual or potential material conflicts of interest with respect to such issuance that are consequent to our role. Specifically, we as the Underwriters must disclose to the District the following:

- (a) We are required by Rule G-17 as an underwriter to deal fairly at all times with both municipal issuers, such as the District, and investors;
- (b) Our primary role as underwriter is to purchase the Bonds from the District with a view to distribution in an arm’s-length commercial transaction with the District, the terms of which will be clearly delineated in the Purchase Contract, and being as we act as a principal and not a fiduciary, we have financial and other interests that differ from those of the District;
- (c) Unlike a municipal advisor, commonly referred to as a financial advisor, we as an underwriter do not have a fiduciary duty to the District under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the District without regard to our own financial or other interests;
- (d) We as an underwriter have a duty to purchase the Bonds from the District at a fair and reasonable price, but must balance that duty with our duty to sell the Bonds to investors at prices that are fair and reasonable; and
- (e) We as the underwriter will review the Preliminary Official Statement and Final Official Statement for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the public offering.

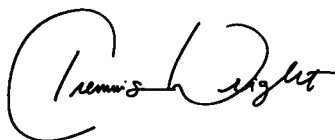
In addition, as delineated in the IBS Agreement, the District desires the services of the Underwriters to assist in structuring and marketing the Bonds to investors. Certain services that the Underwriters will perform prior to the execution and delivery of the Purchase Contract, such as providing advice with respect to the sizing, structure, timing and terms of the Bond issuance, are services that are also commonly provided by financial advisors. However, in providing such services, the parties understand and agree as follows:

- (1) The Underwriters will not be serving as the District's financial advisor or acting as an agent or fiduciary for the District and that the District will be consulting its own legal, financial and other advisors at its own discretion;
- (2) The District will make its own independent decision to enter into the Purchase Contract, and as to whether the terms are appropriate or proper for it based upon its own judgment and upon advice from such advisors as it deems necessary, including any financial advisor. The District is not relying on any communication (written or oral) of the Underwriters as investment advice or as a recommendation to enter into any transaction;
- (3) The Underwriters are independent contractors and no fiduciary relationship exists between the parties. As independent contractors and not employees or agents of the District, neither the Underwriters nor any of the Underwriters' assigned personnel shall have any right, power or duty to act in the capacity of an employee of the District or to act on behalf of the District in any capacity whatsoever as its agent or to bind the District to any obligation whatsoever; and
- (4) The Underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the Purchase Contract to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

We appreciate the opportunity to work with the District. Please contact me on 760.444.1009 or 858.229.0513 with any questions.

Sincerely,

**KINSELL, NEWCOMB & DE DIOS, INC., as representative of itself and
E.J. De La Rosa & Co. Inc. as Underwriters**



Printed Name: Trennis L. Wright
Title: Vice President – Public Finance
Dated: November 27, 2012

The contents of this letter are acknowledged, understood and agreed to on this 11th day of December 2012:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Printed Name:
Title:

NEW ISSUE -- FULL BOOK-ENTRY

RATINGS: Standard & Poor's: "___"; Moody's: "___"
See "RATINGS" herein.

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See "TAX MATTERS" with respect to tax consequences relating to the Bonds.

\$ _____*

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
2013 General Obligation Refunding Bonds**

Dated: Date of Delivery

Due: September 1, as shown below

This cover page contains information for quick reference only. It is not a summary of this issue. Investors must read the entire official statement to obtain information essential to the making of an informed investment decision. Capitalized terms used in this cover page and not otherwise defined shall have the meanings set forth herein.

The Rancho Santiago Community College District 2013 General Obligation Refunding Bonds (the "Bonds"), in the aggregate principal amount of \$ _____*, are being issued by the Rancho Santiago Community College District (the "District") to (i) advance refund the District's outstanding General Obligation Bonds, Election of 2002, Series B maturing on September 1, 2016 (the "Refunded Series B Bonds"), (ii) to advance refund the District's outstanding General Obligation Bonds, Election of 2002, Series C maturing on September 1, 2017 through and including September 1, 2026 (the "Refunded Series C Bonds", and together with the Refunded Series A Bonds, the "Refunded Bonds"), and (iii) to pay the costs associated with the issuance of the Bonds.

The Bonds represent general obligations of the District, payable solely from *ad valorem* property taxes. The Board of Supervisors of Orange County (the "County") is empowered and obligated to annually levy *ad valorem* taxes for the payment of the principal of and interest on the Bonds upon all property subject to taxation by the District without limitation of rate or amount (except as to certain personal property which is taxable at limited rates).

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (collectively referred to herein as "DTC"). Purchasers of the Bonds (the "Beneficial Owners") will not receive physical certificates representing their interests in the Bonds.

Interest on the Bonds accrues from the date of delivery (the "Date of Delivery") and is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2013. Payment to owners of \$1,000,000 or more in principal amount of the Bonds, at the owner's option, will be made by wire transfer. The Bonds are issuable as fully registered Bonds in denominations of \$5,000 principal amount or any integral multiple thereof.

Payments of principal of and interest on the Bonds will be made by the Wells Fargo Bank, National Association, as the designated paying agent, bond registrar, transfer agent and authentication agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants (defined herein) who will remit such payments to the Beneficial Owners (defined herein) of the Bonds. See "THE BONDS – Book-Entry Only System."

The Bonds are subject to optional redemption as further described herein.

MATURITY SCHEDULE*

Base CUSIP†: 752147
\$ _____ Serial Bonds

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP†</u>	<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP†</u>
2013					2020				
2014					2021				
2015					2022				
2016					2023				
2017					2024				
2018					2025				
2019					2026				

⁽¹⁾ Yield to call at par on September 1, 2022.

The Bonds are offered when, as and if issued, and received by the Underwriters subject to the approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel and Disclosure Counsel. Certain matters will be passed upon for the Underwriters by Fulbright & Jaworski L.L.P., Los Angeles, California. The Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York on or about January __, 2013.

KINSELL, NEWCOMB & DE DIOS, INC.

DE LA ROSA & CO.

Dated: _____, 2013

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

* Preliminary, subject to change.

† CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Services. Neither the Underwriters nor the District are responsible for the selection or correctness of the CUSIP numbers set forth herein.

This Official Statement does not constitute an offering of any security other than the original offering of the Bonds of the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The issuance and sale of the Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Section 3(a)2 and 3(a)12, respectively, for the issuance and sale of municipal securities. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Certain information set forth herein has been obtained from sources outside the District which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced in this Official Statement, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

The Underwriters have provided the following sentence for inclusion in this Official Statement:

"The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or the completeness of such information."

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE BONDS TO CERTAIN SECURITIES DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE COVER PAGE OR INSIDE COVER PAGE AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

The District maintains a website at <http://rscdd.edu/homex.asp>. However, the information presented there is not part of this Official Statement, is not incorporated herein by any reference, and should not be relied upon in making an investment decision with respect to the Bonds.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

Phillip E. Yarbrough, *President*
Mark McLoughlin, CPSM, *Vice President*
Arianna P. Barrios, *Clerk*
Brian E. Conley, M.A, Esq., *Trustee*
R. David Chapel, *Ed.D., Trustee*
John R. Hanna, *Trustee*
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Mr. John Didion, *Executive Vice Chancellor, Human Resources and Educational Services*
Mr. Peter J. Hardash, *Vice Chancellor, Business Operations/Fiscal Services*
Dr. Erlinda Martinez, *President, Santa Ana College*
Mr. Juan Vázquez, *President, Santiago Canyon College*

PROFESSIONAL SERVICES

Bond Counsel and Disclosure Counsel

Stradling Yocca Carlson & Rauth,
a Professional Corporation
San Francisco, California

UNDERWRITERS

Kinsell, Newcomb & De Dios, Inc.
Carlsbad, California

E. J. De La Rosa & Co., Inc.
Los Angeles, California

Paying Agent

Wells Fargo Bank, National Association
Los Angeles, California

Verification Agent

Causey Demgen & Moore, P.C.
Denver, Colorado

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\$ _____ *

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
2012 General Obligation Refunding Bonds

INTRODUCTION

This Official Statement, which includes the cover page and appendices hereto, provides information in connection with the sale of Rancho Santiago Community College District (Orange County, California) 2013 General Obligation Refunding Bonds (the “Bonds”).

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

The District

The Rancho Santiago Community College District (the “District”) was established in 1971, and is composed of approximately 193 square miles in Orange County (the “County”). The District maintains two comprehensive community colleges, each providing collegiate level instruction across a wide spectrum of subjects. Santa Ana College, founded in 1915, is located in Santa Ana and Santiago Canyon College, founded in 1997, is located in Orange. The District also provides comprehensive college and continuing education programs at the Centennial Education Center, the Orange Education Center, the Santa Ana College Orange County Sheriff’s Regional Training Academy, the Digital Media Center, and various other sites throughout the District. The District has approximately 44,107 full and part-time students, serves a resident population of over 600,000, and includes portions of Santa Ana, Orange, Anaheim, Irvine, Garden Grove, Newport Beach, Villa Park, Costa Mesa, Fountain Valley and Yorba Linda. The District has a 2012-13 assessed valuation of \$_____. For more information regarding the District, see “RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT.”

The governing board of the District is the Board of Trustees (the “Board”). The Board includes seven voting members elected by the voters of the District. The Trustees serve four-year terms. Elections for positions to the Board are held every two years, alternating between three and four available positions. The management and policies of the District are administered by a Chancellor appointed by the Board. Dr. Raúl Rodríguez is currently serving as the District’s Chancellor. See “RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT.”

Security and Sources of Payment for the Bonds

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* taxes for the payment of the principal of and interest on the Bonds upon all property within the District subject to taxation by the District, without limitation as to rate or amount (except for certain personal property which is taxable at limited rates). See “THE BONDS – Security and Sources of Payment.”

* Preliminary, subject to change.

Purpose of Issue

The proceeds of the Bonds will be used to (i) advance refund the District's outstanding General Obligation Bonds, Election of 2002, Series B maturing on September 1, 2016 (the "Refunded Series B Bonds"), and (ii) advance refund the District's outstanding General Obligation Bonds, Election of 2002, Series C maturing on September 1, 2017 through and including September 1, 2026, (the "Refunded Series C Bonds", and together with the Refunded Series B Bonds, the "Refunded Bonds"), and (ii) to pay certain costs associated with the issuance of the Bonds.

Description of the Bonds

Form, Registration and Denomination. The Bonds will be issued in fully registered form only (without coupons), initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of interests in the Bonds (the "Beneficial Owners") through the book-entry only system maintained by DTC, only through brokers and dealers who are or act through DTC Participants (defined herein). Beneficial Owners will not be entitled to receive physical delivery of the Bonds. See "THE BONDS – Book-Entry Only System." In the event that the book-entry only system described herein is no longer used with respect to the Bonds, the Bonds will be registered in accordance with the Resolution (defined herein). See "THE BONDS – Transfer and Exchange of Bonds."

Individual purchases of interests in the Bonds will be available to purchasers of the Bonds in denominations of \$5,000 principal amount or any integral multiple thereof.

Redemption. The Bonds maturing on or after September 1, 2024* may be redeemed before maturity at the option of the District, from any source of funds, on September 1, 2023* or on any date thereafter as a whole or in part. See "THE BONDS – Redemption."

Payments. Interest on the Bonds accrues from their initial date of delivery, and is payable semiannually on each March 1 and September 1 (each a "Bond Payment Date"), commencing March 1, 2013. Principal on the Bonds is payable on September 1 in the amounts and years as set forth on the cover page hereof. Payments of the principal of and interest on the Bonds will be made by Wells Fargo Bank, National Association, the designated paying agent, bond registrar, authenticating agent and transfer agent (the "Paying Agent"), to DTC for subsequent disbursement through DTC Participants to the Beneficial Owners of the Bonds. See "THE BONDS – Book-Entry Only System."

Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), based on existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, interest (and original issued discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issued discount) on the Bonds is exempt from State of California personal income tax. See "TAX MATTERS" herein with respect to tax consequences relating to the Bonds.

* Preliminary, subject to change.

Authority for Issuance of the Bonds

The Bonds are issued pursuant to certain provisions of the State of California Government Code and other applicable law, and pursuant to a resolution adopted by the Board of Trustees of the District. See "THE BONDS – Authority for Issuance."

Offering and Delivery of the Bonds

The Bonds are offered when, as and if issued, subject to approval as to the validity by Bond Counsel. It is anticipated that the Bonds will be available for delivery through the facilities of DTC in New York, New York on or about January ___, 2013.

Continuing Disclosure

The District will covenant for the benefit of holders of the Bonds to make available certain financial information and operating data relating to the District and to provide notices of the occurrence of certain enumerated events, in order to assist the Underwriters in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule"). See "LEGAL MATTERS – Continuing Disclosure." The specific nature of the information to be made available and of the notices of enumerated events required to be provided are summarized in APPENDIX C.

Professionals Involved in the Offering

Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. Stradling Yocca Carlson & Rauth will receive compensation from the District contingent upon the sale and delivery of the Bonds. Certain matters will be passed upon for the Underwriters (defined herein) by Fulbright & Jaworski L.L.P., Los Angeles, California. Causey Demgen & Moore, P.C., Denver, Colorado, is acting as verification agent for the Bonds.

Forward Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to herein and information concerning the Bonds are available from the Superintendent, Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California, 92706-1640. The District may impose a charge for copying, mailing and handling.

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each of such documents, statutes and constitutional provisions.

Certain information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Resolution.

THE BONDS

Authority for Issuance

The Bonds are issued pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53550 *et seq.*, and other applicable law, and pursuant to a resolution adopted by the Board of Trustees of the District on December 10, 2012 (the "Resolution").

Security and Sources of Payment

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* taxes for the payment of the principal of and interest on the Bonds upon all property subject to taxation by the District without limitation as to rate or amount (except for certain personal property which is taxable at limited rates). Such taxes, when collected, will be deposited by the County into the "Rancho Santiago Community College District 2013 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund"), which is segregated and maintained by the County for the payment of principal of

and interest on the Bonds when due, and for no other purpose. Although the County is obligated to levy an *ad valorem* tax for the payment of the Bonds, and the County will maintain the Debt Service Fund for the repayment of the Bonds, the Bonds are not a debt of the County. See "TAX BASE FOR REPAYMENT OF BONDS."

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds, as the same become due and payable, will be transferred by the Treasurer-Tax Collector of the County (the "Treasurer") to the Paying Agent, who in turn will transfer such funds to DTC to pay the principal of and interest on the Bonds. DTC will thereupon make payment of principal and interest on the Bonds to the DTC Participants who will thereupon make payments of principal and interest to its Indirect Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the Bonds.

The rate of the annual *ad valorem* taxes levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds in any year. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rates to fluctuate. Economic and other factors beyond the District's control, such as general market decline in land values, disruption in financial markets that may reduce the availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State of California (the "State") and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the respective annual tax rates. For further information regarding the District's assessed valuation, tax rates, overlapping debt, and other matters concerning taxation, see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" and "TAX BASE FOR REPAYMENT OF BONDS."

Description of the Bonds

The Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co., as nominee for DTC. Purchasers will not receive certificates representing their interests in the Bonds. See "THE BONDS – Book Entry Only System."

Interest with respect to the Bonds accrues from their date of delivery, and is payable semiannually on each Bond Payment Date, commencing March 1, 2013. Interest on the Bonds will be computed on the basis of a 360-day year of twelve, 30-day months. Each Bond shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month immediately preceding any Bond Payment Date to and including such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before February 15, 2013, in which event it shall bear interest from its date of delivery; *provided*, that if, at the time of authentication of any Bond interest is in default on any outstanding Bonds, such Bond shall bear interest from the Bond Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds. The Bonds are issuable in denominations of \$5,000 principal amount or any integral multiple thereof and mature on September 1 in the years and amounts set forth on the cover hereof.

The principal of the Bonds will be payable in lawful money of the United States of America to the registered owner thereof, upon the surrender thereof at the office of the Paying Agent. The interest on the Bonds will be payable in lawful money of the United States of America to the person whose name appears

on the bond registration books of the Paying Agent as the registered owner thereof as of the close of business on the 15th day of the month next preceding any Bond Payment Date (a "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed on such Bond Payment Date to such registered owner at such registered owner's address as it appears on such registration books or at such address as the registered owner may have filed with the Paying Agent for that purpose. The interest payments on the Bonds will be made in immediately available funds (e.g., by wire transfer) to any registered owner of at least \$1,000,000 of outstanding Bonds who have requested in writing such method of payment of interest on the Bonds prior to the close of business on the Record Date immediately preceding any Bond Payment Date.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "MMI Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants," and together with the Direct Participants, the "Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Resolution. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and distributions on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds or distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent,

disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered Owner of the Bonds, as nominee of DTC, references herein to the Owners or Holders of the Bonds (other than under the caption "TAX MATTERS") will mean Cede & Co. and will not mean the Beneficial Owners of the Bonds.

Redemption

The Bonds maturing on or before September 1, 2023* are not subject to redemption. The Bonds maturing on or after September 1, 2024* are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after September 1, 2023*, at a redemption price equal to the principal amount of the Bonds selected for redemption, together with interest accrued thereon to the date of redemption, without premium.

Selection of Bonds for Redemption. Whenever provision is made for the redemption of Bonds and less than all Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, will select the Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent will select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent will determine; *provided, however*, that the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

Notice of Redemption. Notice of any redemption of Bonds will be mailed, postage-prepaid, not less than 30 nor more than 60 days prior to the redemption date (i) to the Registered Owners thereof at the addresses appearing on the bond registration books of the Paying Agent, (ii) to the Securities Depository described below, and (iii) to one or more of the Information Services described below. Notice of redemption to the Securities Depository and the Information Services will be given by registered mail, facsimile transmission or overnight delivery service. Each notice of redemption will specify (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part.

* Preliminary, subject to change.

“Information Services” means Financial Information, Inc.’s “Daily Called Bond Service,” 1 Cragwood Road, 2nd Floor, South Plainfield, New Jersey 07080, Attention: Editor; Mergent Inc., 585 Kingsley Park Drive, Fort Mill, South Carolina 29715, Attention: Called Bond Department; and Standard and Poor’s J.J. Kenny Information Services’ “Called Bond Record,” 55 Water Street, 45th Floor, New York, New York 10041.

“Securities Depository” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Fax (212) 855-1000 or Fax (212) 855-7320.

The actual receipt by an Owner of any Bond or by any Information Service or Securities Depository of notice of such redemption will not be a condition precedent to redemption, and failure to receive such notice nor shall any defect in such notice affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest thereon on the date fixed for redemption.

The notice or notices required for redemption will be given by the Paying Agent or its designee. A certificate by the Paying Agent that notice of call and redemption has been given to owners of Bonds and to the appropriate Securities Depository and Information Services shall be conclusive as against all parties, and no Bondowner whose Bond is called for redemption may object thereto or object to the cessation of interest on the fixed redemption date by any claim or showing that said Bondowner failed to actually receive such notice of call and redemption.

Payment of Redeemed Bonds. When notice of redemption has been given substantially as described above, and, when the amount necessary for the redemption of the Bonds called for redemption (principal, interest, and premium, if any) is set aside for that purpose in the Debt Service Fund, as described below, the Bonds designated for redemption in such notice will become due and payable on the date fixed for redemption thereof and upon presentation and surrender of said Bonds at the place specified in the notice of redemption with the form of assignment endorsed thereon executed in blank, said Bonds will be redeemed and paid at the redemption price thereof out of the Debt Service Fund. All unpaid interest payable at or prior to the redemption date will continue to be payable to the respective Owners, but without interest thereon.

Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent will execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amount to the unredeemed portion of the Bond surrendered. Such partial redemption is valid upon payment of the amount required to be paid to such Owner, and the District will be released and discharged thereupon from all liability to the extent of such payment.

Effect of Notice of Redemption. If on the applicable designated redemption date, money for the redemption of the Bonds to be redeemed, together with interest to such redemption date, is held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof will have been given substantially as described above, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable.

Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Bonds, accrued interest with respect thereto to the date fixed for redemption, then such Bonds will no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

Transfer and Exchange of Bonds

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount (which with respect to any outstanding Bonds means the principal amount thereof) upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated office of the Paying agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall register, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the applicable Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

Defeasance

All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund is sufficient to pay and discharge all Bonds outstanding and designated for defeasance, including all principal, interest and premium, if any; or

(b) Government Obligations: by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any Bonds shall not have been surrendered for payment, all obligations of the District and the Paying Agent with respect to all outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) above, to the Owners of the Bonds not so surrendered and paid all sums due with respect thereto.

“Government Obligations” means direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or “prerefunded” municipal obligations rated in the highest rating category by Moody’s or Standard & Poor’s. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States

obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's Ratings Service, a Standard & Poor's Financial Services LLC business ("Standard & Poor's") or "Aaa" by Moody's Investors Service ("Moody's").

REFUNDING PLAN

The proceeds from the sale of the Bonds will be used by the District to advance refund the Refunded Bonds and to pay certain costs associated with the issuance of the Bonds.

The net proceeds from the sale of the Bonds shall be deposited with Wells Fargo Bank, National Association, acting as escrow agent (the "Escrow Agent"), to the credit of the "Rancho Santiago Community College District 2013 General Obligation Refunding Bonds Escrow Fund" (the "Escrow Fund"). Pursuant to an escrow agreement (the "Escrow Agreement") by and between the District and the Escrow Agent, a portion of the amount deposited in the Escrow Fund will be used to purchase certain Investment Securities, as defined in the Escrow Agreement, the principal of and interest on which will be sufficient, together with any monies deposited in the Escrow Fund and held as cash, to enable the Escrow Agent (i) to pay the principal and interest due on the Refunded Series B Bonds on September 1, 2015, as well as the debt service due on the Refunded Series B Bonds on and before such date and (ii) to pay the principal and interest due on the Refunded Series C Bonds on September 1, 2016 as well as the debt service due on the Refunded Series C Bonds on and before such date.

The sufficiency of the amounts on deposit in the Escrow Fund, together with realizable interest and earnings thereon, to pay the redemption price of the Refunded Bonds, and the accrued interest due on the Refunded Bonds, on the above-referenced date will be verified by Causey Demgen & Moore, P.C. (the "Verification Agent"). As a result of the deposit and application of funds so provided in the Escrow Agreement, and assuming the accuracy of the computations of the Underwriters and Verification Agent, the Refunded Bonds will be defeased and the obligation of the County to levy *ad valorem* taxes for payment of the Refunded Bonds will terminate.

Any accrued interest and surplus moneys in the Escrow Fund following the redemption of the Refunded Bonds shall be kept separate and apart in the Bonds Debt Service Fund and used by the District only for payment of principal of and interest on the Bonds. Any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued shall be transferred to the Bond Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

Moneys in the Debt Service Fund are expected to be invested through the Orange County Investment Pool. See "ORANGE COUNTY INVESTMENT POOL."

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

Sources of Funds

Principal Amount of the Bonds	\$
Original Issue Premium
Total Sources	\$

Uses of Funds

Escrow Fund	\$
Costs of Issuance ⁽¹⁾
Debt Service Fund ⁽²⁾	\$
Total Uses	\$

⁽¹⁾ Reflects all costs of issuance, including but not limited to Underwriters' discount, demographics fees, filing fees, legal fees, and the costs and fees of the Paying Agent, Fiscal Agent and Escrow Agent and Verification Agent.

⁽²⁾ Deposit to Debt Service Fund represents a portion of the original issue premium on the Bonds.

DEBT SERVICE SCHEDULE

The following table shows the debt service schedule with respect to the Bonds (assuming no optional redemptions are made):

<u>Year Ending (September 1)</u>	<u>Annual Principal Payment</u>	<u>Annual Interest Payment⁽¹⁾</u>	<u>Total Annual Debt Service</u>
2013	\$.....	\$.....	\$.....
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026
Total	\$.....	\$.....	\$.....

⁽¹⁾ Interest payments on the Bonds will be made semiannually on March 1 and September 1 of each year, commencing March 1, 2013.

See "RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT – District Debt Structure – General Obligation Bonds" for a schedule of the combined debt service requirements for all of the District's outstanding general obligation bonds.

ORANGE COUNTY INVESTMENT POOL

The following information concerning the investment Pools (defined herein) has been provided by the Treasurer-Tax Collector of Orange County and has not been confirmed or verified by either the District or the Underwriters. Further, neither the District nor the Underwriters make any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date.

The County Board approved the current County Investment Policy Statement (the "Investment Policy") on January 10, 2012 (see <http://bos.ocgov.com/ocinvestments> for more information). The Investment Policy applies to all funds managed by the Treasurer as delegated by the Board of Supervisors (the "Board") including, the Orange County Investment Pool, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool and various other small non-Pooled investment funds. The Treasurer-Tax Collector is a fiduciary of public funds and the primary objective is to safeguard principal and then meet the pool participants' liquidity needs through prudent fiscal investment management. The main investing objectives, in order of priority are: Safety, Liquidity and Yield.

Oversight of the investments is conducted in several ways. First, the Board established the County Treasury Oversight Committee (the "Committee") on December 19, 1995, pursuant to California Government Code Section 27130 *et. seq.*. The County Treasurer nominates and the Board confirms the members of the Committee, which is normally comprised of the County Executive Officer, the County Auditor-Controller, the County Superintendent of Schools, and two public members. Next, the Auditor-Controller's Internal Audit Division audits the portfolio on a quarterly and annual basis. Finally, an audit is also conducted annually as required by Sections 27130 through 27137 of California Government Code and the Investment Policy. All reports, including the monthly Treasurer's Investment Report are available online at <http://bos.ocgov.com/ocinvestments>.

The District's funds held by the County Treasurer are invested in the Orange County Educational Investment Pool (the "Pool") which pools all of the school district's funds. As of _____, 2012, the balance in the District's funds was \$_____. Over 95% of the Pool was invested in securities rated in the two highest rating categories. As of _____, 2012, the Pool has a weighted average maturity of 249 days and the year-to-date yield is ____%.

The following represents the composition of the total Orange County Educational Investment Pool as of _____, 2012:

<u>Type of Investment</u>	<u>Market Value (In thousands)</u>	<u>% of Pool</u>
Municipal Debt	\$129,583	3.85%
U.S. Government Agencies	2,372,226	70.45%
Commercial Paper	173,176	5.14%
U.S. Treasuries	273,283	8.12%
Certificates of Deposit	147,547	4.38%
Medium-Term Notes	203,251	6.04%
Medium-Term Notes-FDIC	52,198	1.55%
Money Market Mutual Funds	15,748	0.47%
Total	<u>\$3,367,012</u>	<u>100.00%</u>

Neither the District nor the Underwriters have made an independent investigation of the investments in the Pools and has made no assessment of the current County Investment Policy. The value

of the various investments in the Pools will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, with the consent of the Treasury Oversight Committee and the County Board of Supervisors may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pools will not vary significantly from the values described herein.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

The principal of and interest on the Bonds are payable solely from the proceeds of an ad valorem tax levied by the County for the payment thereof. See "THE BONDS – Security and Sources of Payment." Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 98 and 111, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes on behalf of the District and the District to spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the County on behalf of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A, Article XIII C, and all applicable laws.

Article XIII A of the California Constitution

Article XIII A ("Article XIII A") of the State Constitution limits the amount of *ad valorem* taxes on real property to 1% of "full cash value" as determined by the county assessor. Article XIII A defines "full cash value" to mean "the county assessor's valuation of real property as shown on the 1975-76 bill under 'full cash value,' or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment," subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the "base year value." The full cash value is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the adjusted base year value described above. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on the Bonds. See "THE BONDS – Security and Sources of Payment" and "TAX BASE FOR REPAYMENT OF BONDS – Assessed Valuations."

Article XIII A requires a vote of two-thirds or more of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b) as the result of an amendment approved by State voters on July 3, 1986, on any bonded indebtedness approved by two-thirds or more of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved

by fifty-five percent or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of the Refunded Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds of all members of the State legislature to change any State taxes for the purpose of increasing tax revenues.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the relevant county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("unitary property"). Under the State Constitution, such property is assessed by the State Board of Equalization ("SBE") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. So long as the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State's education financing formula. See "FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – Major Revenues" and "RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT."

Article XIII B of the California Constitution

Article XIII B ("Article XIII B") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county,

school district, community college district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

- (a) “change in the cost of living” with respect to school districts and community college districts to mean the percentage change in California per capita income from the preceding year, and
- (b) “change in population” with respect to a school district and community college districts to mean the percentage change in the average daily attendance of the school district or community college district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service such as the Bonds, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that fifty percent of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See “Propositions 98 and 111” below.

Article XIII C and Article XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the “Right to Vote on Taxes Act.” Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, “Article XIII C” and “Article XIII D”), which contain a number of provisions affecting the ability of local agencies, including community college districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the “Title and Summary” of Proposition 218 prepared by the California Attorney General, Proposition 218 limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” Among other things, Article XIII C establishes that every tax is either a

“general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes), prohibits special purpose government agencies such as community college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one percent *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIIC of the State Constitution to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

Propositions 98 and 111

On November 8, 1988, voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “Accountability Act”). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at

a level equal to the greater of (a) the same percentage of General Fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the General Fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of General Fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("Proposition 111") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California per capita personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into such districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.
- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990

level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the "first test") or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the "second test"). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a "credit" to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as "Proposition 39") to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by fifty-five percent (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current one percent limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to one percent of the value of property, and property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The fifty-five percent vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be

approved by fifty-five percent of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value, when assessed valuation is projected to increase in accordance with Article XIII A of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Jarvis v. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State can not (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's General Fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence

of the passage of Proposition 22 was calculated to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1 percent of the State's total General Fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's General Fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all redevelopment agencies in California will be dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling \$1.7 billion statewide. The District can make no representations regarding what affect the implementation of ABx1 26 will have on the District's future receipt of tax increment revenues.

Proposition 30

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as "Proposition 30"), which temporarily increases the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposes an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2017. Proposition 30 also imposes an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax will be levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending January 1, 2019. Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$680,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$608,000 for joint filers).

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Proposition 98 and 111" herein. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the "EPA"). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of A.D.A. and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

State Cash Management Legislation

Since 2002, the State has engaged in the practice of deferring certain apportionments to community college districts in order to manage the State's cash flow. This practice has included deferring certain apportionments from one fiscal year to the next. These "cross-year" deferrals have been codified and are expected to be on-going. Legislation enacted with respect to fiscal year 2012-13 provides for additional inter-fiscal year deferrals.

On May 23, 2012, the Governor signed into law Assembly Bill 103 ("AB 103") which extends certain provisions of existing law designed to manage the State's cash resources. AB 103 authorizes the deferral of community college apportionments as follows: (i) \$150 million from July 2012 to December 2012, (ii) \$50 million from September 2012 to January 2013, and (iii) \$100 million from October 2012 to January 2013. As in prior fiscal years, AB 103 provides for exemptions to these deferrals for a community college district for which the State Chancellor, in consultation with the State Director of Finance, determines, prior to June 1, 2012, that such proposed deferral presents an imminent threat to the district's fiscal integrity and security. The District has not requested or received an exemption from any of the deferrals authorized by AB 103.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 1A, 22, 26, 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

TAX BASE FOR REPAYMENT OF BONDS

The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem taxes levied and collected by the County on taxable property in the District. The District's general fund is not a source for the repayment of the Bonds.

Ad Valorem Property Taxation

District property taxes are assessed and collected by the County at the same time and on the same tax rolls as county, city and special district taxes. Assessed valuations are the same for both District and County taxing purposes.

Taxes are levied for each fiscal year on taxable real and personal property which is located in the District as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll." A supplemental roll is developed when property changes hands or new construction is completed. Each county levies and collects all property taxes for property falling within that county's taxing boundaries.

The valuation of secured property is established as of January 1 and is subsequently equalized in August. Property taxes are payable in two installments, due November 1 and February 1 respectively and become delinquent on December 10 and April 10 respectively. A 10% penalty attaches to any delinquent installment plus a \$10 cost on the second installment. Property on the secured roll with delinquent taxes is sold to the State on or about June 30 of the calendar year. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a \$15 redemption fee and a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and is then subject to sale by the tax-collecting authority of the relevant county.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent if they are not paid by August 31. In the case of unsecured property taxes, a 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 1 of the fiscal year, and a lien may be recorded against the assessee. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the assessee; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on specific property of the assessee; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on specified property of the assessee; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

State law exempts from taxation \$7,000 of the full cash value of an owner-occupied dwelling, but this exemption does not result in any loss of revenue to local agencies, since the State reimburses local agencies for the value of the exemptions.

All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

Future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, 2% inflation) will be allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of “base” revenues from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation in the following year.

Assessed Valuations

The assessed valuation of property in the District is established by the tax assessing authority for the county in which such property is located, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the “full value” of the property, as defined in Article XIII A of the California Constitution. For a discussion of how properties currently are assessed and re-assessed, see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS.” Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls.

Property within the District has a total assessed valuation for fiscal year 2012-13 of \$_____. Shown in the following table are the assessed valuations for the District for the period 2000-01 through 2012-13.

**ASSESSED VALUATIONS
Fiscal Years 2000-01 through 2011-12
Rancho Santiago Community College District**

	<u>Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>
2000-01	\$31,167,715,521	\$22,790,847	\$4,024,804,233	\$35,215,310,601
2001-02	33,812,383,212	32,419,625	3,887,011,596	37,731,814,433
2002-03	35,833,908,233	15,386,580	3,924,774,827	39,774,069,640
2003-04	37,827,016,117	24,085,903	4,086,581,145	41,937,683,165
2004-05	40,791,174,207	29,345,502	4,299,080,142	45,119,599,851
2005-06	44,970,311,603	20,087,273	4,704,756,784	49,695,155,660
2006-07	49,562,738,455	18,482,601	4,282,265,198	53,863,486,254
2007-08	54,428,407,740	11,231,939	4,547,287,704	58,986,927,383
2008-09	57,531,014,418	12,928,593	4,797,628,594	62,341,571,605
2009-10	55,356,545,815	12,785,606	4,690,967,514	60,060,298,935
2010-11	53,830,330,126	12,885,023	4,424,780,792	58,267,995,941
2011-12	53,833,231,113	12,885,467	4,252,587,820	58,098,704,400
2012-13	_____	_____	_____	_____

Source: California Municipal Statistics, Inc.

Economic and other factors beyond the District’s control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service with respect to the Bonds. See “THE BONDS – Security and Sources of Payment.”

Appeals and Adjustments of Assessed Valuations

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the above factors or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution."

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

No assurance can be given that property tax appeals in the future will not significantly reduce the assessed valuation of property within the District.

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Assessed Valuation and Parcels by Land Use

The following table presents a breakdown of the District's secured assessed valuation and parcels by land use.

ASSESSED VALUATION AND PARCELS BY LAND USE Fiscal Year 2011-12 Rancho Santiago Community College District

	2011-12 <u>Assessed Valuation</u> ⁽¹⁾	<u>% of Total</u>	<u>No. of Parcels</u>	<u>% of Total</u>
Non-Residential:				
Commercial	\$12,625,091,735	23.45%	6,413	5.23%
Industrial	5,671,325,814	10.53	3,557	2.90
Government/Social/Institutional	1,010,727	0.00	2,997	2.44
Miscellaneous	<u>8,093,531</u>	<u>0.02</u>	<u>95</u>	<u>0.08</u>
Subtotal Non-Residential	\$18,305,521,807	34.00%	13,062	10.66%
Residential:				
Single Family Residence	\$26,711,095,717	49.62%	83,793	68.36%
Condominium/Townhouse	4,570,759,424	8.49	19,909	16.24
Mobile Home Related	597,749	0.00	24	0.02
Multi-Family Residential	<u>4,137,227,218</u>	<u>7.69</u>	<u>5,160</u>	<u>4.21</u>
Subtotal Residential	\$35,419,680,108	65.80%	108,886	88.83%
Rural/Vacant	\$108,029,198	0.20%	632	0.52%
Total	\$53,833,231,113	100.00%	122,580	100.00%

⁽¹⁾ Local secured assessed valuation; excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Assessed Valuation of Single Family Homes

The following table displays the 2011-12 assessed valuations of single family residential parcels within the District.

**ASSESSED VALUATION OF SINGLE FAMILY HOMES
Fiscal Year 2011-12
Rancho Santiago Community College District**

Single Family Residential	No. of <u>Parcels</u>	2011-12 <u>Assessed Valuation</u>	Average <u>Assessed Valuation</u>	Median <u>Assessed Valuation</u>
	83,793	\$26,711,095,717	\$318,775	\$274,000

2011-12 <u>Assessed Valuation</u>	No. of <u>Parcels</u> ⁽¹⁾	% of <u>Total</u>	Cumulative <u>% of Total</u>	Total <u>Valuation</u>	% of <u>Total</u>	Cumulative <u>% of Total</u>
\$0 - \$24,999	297	0.354%	0.354%	\$5,268,504	0.020%	0.020%
25,000 - 49,999	3,158	3.769	4.123	133,366,731	0.499	0.519
50,000 - 74,999	5,773	6.890	11.013	355,664,066	1.332	1.851
75,000 - 99,999	3,105	3.706	14.718	267,907,888	1.003	2.854
100,000 - 124,999	2,663	3.178	17.896	299,642,508	1.122	3.975
125,000 - 149,999	3,118	3.721	21.618	431,462,127	1.615	5.591
150,000 - 174,999	3,431	4.095	25.712	558,119,376	2.089	7.680
175,000 - 199,999	4,439	5.298	31.010	834,171,276	3.123	10.803
200,000 - 224,999	5,218	6.227	37.237	1,108,374,317	4.149	14.953
225,000 - 249,999	5,364	6.401	43.638	1,273,891,899	4.769	19.722
250,000 - 274,999	5,548	6.621	50.260	1,452,747,451	5.439	25.160
275,000 - 299,999	5,008	5.977	56.236	1,437,576,897	5.382	30.542
300,000 - 324,999	4,587	5.474	61.710	1,433,754,195	5.368	35.910
325,000 - 349,999	4,323	5.159	66.870	1,457,948,306	5.458	41.368
350,000 - 374,999	3,914	4.671	71.541	1,414,579,627	5.296	46.664
375,000 - 399,999	2,920	3.485	75.025	1,130,698,520	4.233	50.897
400,000 - 424,999	2,607	3.111	78.137	1,073,800,599	4.020	54.917
425,000 - 449,999	2,391	2.853	80.990	1,044,490,079	3.910	58.827
450,000 - 474,999	1,982	2.365	83.355	914,626,992	3.424	62.252
475,000 - 499,999	1,658	1.979	85.334	807,398,592	3.023	65.274
500,000 and greater	<u>12,289</u>	<u>14.666</u>	100.000	<u>9,275,605,767</u>	<u>34.726</u>	100.000
Total	83,793	100.000%		\$26,711,095,717	100.000%	

⁽¹⁾ Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Assessed Valuation by Jurisdiction

The following table is an analysis of the District's assessed valuation by jurisdiction for fiscal year 2011-12.

ASSESSED VALUATION BY JURISDICTION⁽¹⁾ Fiscal Year 2011-12 Rancho Santiago Community College District

<u>Jurisdiction:</u>	Assessed Valuation in District	% of District	Assessed Valuation of City Jurisdiction	% of Jurisdiction in District
City of Anaheim	\$7,490,082,658	12.89%	\$34,676,021,795	21.60%
City of Costa Mesa	812,105,249	1.40	14,118,380,437	5.75
City of Fountain Valley	188,782,132	0.32	7,036,900,784	2.68
City of Garden Grove	3,576,778,312	6.16	12,296,178,414	29.09
City of Irvine	6,349,996,787	10.93	47,136,231,043	13.47
City of Newport Beach	1,481,103,960	2.55	39,107,166,149	3.79
City of Orange	16,414,941,943	28.25	16,575,115,925	99.03
City of Santa Ana	18,127,816,595	31.20	20,100,864,489	90.18
City of Tustin	8,541,569	0.01	9,378,898,773	0.09
City of Villa Park	1,372,687,483	2.36	1,372,687,483	100.00
City of Yorba Linda	353,382,546	0.61	11,262,427,223	3.14
Unincorporated Orange County	<u>1,922,485,166</u>	<u>3.31</u>	21,509,470,987	8.94
Total Orange County	\$58,098,704,400	100.00%	\$419,698,996,703	13.84%

<u>Jurisdiction:</u>	Assessed Valuation in District	% of District	Assessed Valuation of District Jurisdiction	% of Jurisdiction in District
Garden Grove Unified School District	\$5,587,418,444	9.62%	\$19,737,591,118	28.31%
Orange Unified School District	27,921,207,482	48.06	27,923,280,855	99.99
Santa Ana Unified School District	24,483,583,328	42.14	24,483,583,328	100.00
Tustin Unified School District	<u>106,495,146</u>	<u>0.18</u>	19,185,779,217	0.56
Total	\$58,098,704,400	100.00%		

⁽¹⁾ Before deduction of redevelopment incremental valuation.
Source: California Municipal Statistics, Inc.

Tax Levies, Collections and Delinquencies

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the District as of the preceding January 1. A supplemental tax is levied when property changes hands or new construction is completed.

A 10% penalty attaches to any delinquent payment for secured roll taxes. In addition, property on the secured roll with respect to which taxes are delinquent becomes tax-defaulted. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty (i.e., interest) to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to auction sale by the tax-collecting authority of the relevant county.

In the case of unsecured property taxes, a 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 1 of the fiscal year, and a lien is recorded against the assessee. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on specific property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office in order to obtain a lien on specified property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

The County levies (except for levies to support prior voter-approved indebtedness) and collects all property taxes for property falling within the County’s taxing boundaries.

The annual secured tax levies and delinquencies for fiscal years 2005-06 through 2010-11 are shown below.

SECURED TAX CHARGES AND DELINQUENCIES
Fiscal Years 2005-06 through 2010-11
Rancho Santiago Community College District

	Secured <u>Tax Charge</u> ⁽¹⁾	Amt. Del. <u>June 30</u>	% Del. <u>June 30</u>
2005-06	\$35,188,867.34	\$767,318.86	2.18%
2006-07	37,203,610.47	1,216,573.78	3.27
2007-08	40,389,938.04	1,621,700.72	4.02
2008-09	40,981,387.73	1,507,305.74	3.68
2009-10	38,664,227.66	898,205.14	2.32
2010-11	38,038,402.43	622,385.99	1.64

⁽¹⁾ 1% General Fund apportionment.
Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment - Teeter Plan

The Board of Supervisors of Orange County has approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan is applicable to all tax levies for which the County acts as the tax-levying or tax-collecting agency, or for which the County treasury is the legal depository of the tax collections. As adopted by the County, the Teeter Plan excludes Mello-Roos Community Facilities Districts and special assessment districts which provide for accelerated judicial foreclosure of property for which assessments are delinquent.

The *ad valorem* property tax to be levied to pay the interest on and principal of the Bonds will be subject to the Teeter Plan, beginning in the first year of such levy. The District will receive 100% of the ad valorem property tax levied to pay the Bonds irrespective of actual delinquencies in the collection of the tax by the County.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County. In the event the Board of Supervisors is to order discontinuance of the Teeter Plan subsequent to its implementation, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency.

Tax Rates

Representative tax rate areas (each a "TRA") located within the District are Tax Rate Area 8-001 and Tax Rate Area 11-003. The table below shows the total *ad valorem* tax rates levied by all taxing entities in each respective TRA during the six-year period from 2006-07 through 2011-12.

**TYPICAL TAX RATES
Fiscal Years 2006-07 through 2011-12
Rancho Santiago Community College District**

TRA 8-001 / 2011-12 Assessed Valuation: \$3,887,244,642

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
Rancho Santiago Community College	.01911	.02373	.02253	.02735	.03141	.03146
Metropolitan Water District	<u>.00470</u>	<u>.00450</u>	<u>.00430</u>	<u>.00430</u>	<u>.00370</u>	<u>.00370</u>
Total	1.02381%	1.02823%	1.02683%	1.03165%	1.03511%	1.03516%

TRA 11-003 / 2011-12 Assessed Valuation: \$4,845,705,789

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
Santa Ana Unified School District	.03915	.03585	.03212	.07388	.07167	.07147
Rancho Santiago Community College	.01911	.02373	.02253	.02735	.03141	.03146
Metropolitan Water District	<u>.00470</u>	<u>.00450</u>	<u>.00430</u>	<u>.00430</u>	<u>.00370</u>	<u>.00370</u>
Total	1.06296%	1.06408%	1.05895%	1.10553%	1.10678%	1.10663%

Source: California Municipal Statistics, Inc.

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Largest Property Owners

The following table lists the 20 largest local secured taxpayers in the District in terms of their 2011-12 secured assessed valuations.

LARGEST LOCAL SECURED TAXPAYERS Fiscal Year 2011-12 Rancho Santiago Community College District

	<u>Property Owner</u>	<u>Primary Land Use</u>	2011-12 <u>Assessed Valuation</u>	% of <u>Total</u> ⁽¹⁾
1.	The Irvine Company	Commercial	\$670,308,386	1.25%
2.	Irvine Apartment Communities LP	Apartments	272,854,184	0.51
3.	Allergan Pharmaceuticals	Industrial	241,412,319	0.45
4.	Mainplace Shoppingtown LLC	Commercial	218,265,550	0.41
5.	Lakeshore Properties LLC	Commercial	178,972,092	0.33
6.	OTR	Commercial	158,474,328	0.29
7.	Maguire Properties-City Tower LLC	Commercial	157,768,723	0.29
8.	Kilroy Realty LP	Commercial	151,744,631	0.28
9.	Oakland-Lexington LLC	Commercial	137,024,080	0.25
10.	Orange City Mills LP	Commercial	136,342,626	0.25
11.	Central Park West Holdings LLC	Residential	133,312,911	0.25
12.	Lennar Intergulf Central Park LLC	Residential	125,670,003	0.23
13.	First American Title Insurance Co.	Commercial	118,023,457	0.22
14.	Passco TVO-S LLC	Commercial	112,907,827	0.21
15.	Meristar OC LP	Commercial	105,020,802	0.20
16.	ERP Operating LP	Apartments	101,187,144	0.19
17.	BRE Properties Inc.	Apartments	95,554,741	0.18
18.	AG/LPC Griffin Towers LP	Commercial	90,526,570	0.17
19.	Scholle Development SPE I LLC	Commercial	84,575,448	0.16
20.	Mullrock Executive Tower Fee LLC	Commercial	<u>82,722,482</u>	<u>0.15</u>
			<u>\$3,372,668,304</u>	<u>6.27%</u>

⁽¹⁾ 2011-12 local secured assessed valuation: \$53,833,231,113.

Source: California Municipal Statistics, Inc.

Statement of Direct and Overlapping Debt

Set forth on the following page is a direct and overlapping debt report (the "Debt Report") prepared by California Municipal Statistics, Inc. dated as of March 1, 2012, for debt issued as of February 27, 2012. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The table shows the percentage of each overlapping entity's assessed value located within the boundaries of the District. The table also shows the corresponding portion of the overlapping entity's existing debt payable from property taxes levied within the District. The total amount of debt for each overlapping entity is not given in the table.

The first column in the table names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the District in whole or in part. The second column shows the percentage of each overlapping agency's assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the District.

**STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT
Rancho Santiago Community College District**

2011-12 Assessed Valuation: \$58,098,704,400
 Redevelopment Incremental Valuation: 9,894,151,742
 Adjusted Assessed Valuation: \$48,204,552,658

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 3/1/12</u>
Metropolitan Water District	2.713%	\$5,332,266
Rancho Santiago Community College District	100.000	304,925,660 ⁽¹⁾
Garden Grove Unified School District	28.926	37,169,956
Santa Ana Unified School District	100.000	302,027,117
Tustin Unified School District School Facilities Improvement District No. 2002-1 and 2008-1	0.068 & 0.984	522,823
City of Anaheim	24.680	786,058
Irvine Ranch Water District, I.D. Nos. 105 and 250	5.176 & 0.247	7,060,209
Irvine Ranch Water District, I.D. Nos. 113 and 213	4.489	1,702,654
Community Facilities Districts	0.199-100.000	92,625,007
City 1915 Act Bonds	100.000	<u>695,000</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$752,846,750
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Orange County General Fund Obligations	12.794%	\$33,568,385
Orange County Pension Obligations	12.794	6,080,394
Orange County Board of Education Certificates of Participation	12.794	2,430,860
Municipal Water District of Orange County Water Facilities Corporation	8.601	1,044,591
Orange Unified School District Certificates of Participation and Benefit Obligations	99.991	140,702,336
Santa Ana Unified School District Certificates of Participation	100.000	52,212,863
Tustin Unified School District Certificates of Participation	0.618	30,931
City of Anaheim General Fund Obligations	24.680	138,956,412
City of Garden Grove General Fund Obligations	25.999	7,381,116
City of Orange General Fund Obligations	99.892	2,861,906
City of Santa Ana General Fund Obligations	89.717	86,334,669
Other City General Fund Obligations	Various	7,185,279
Irvine Ranch Water District Certificates of Participation	9.952	<u>7,681,949</u>
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$486,471,691
Less: MWDOC Water Facilities Corporation (100% supported)		1,044,591
City of Anaheim supported obligations		136,220,634
City of Santa Ana supported obligations		<u>6,006,553</u>
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$343,199,913
GROSS COMBINED TOTAL DEBT		\$1,239,318,441 ⁽²⁾
NET COMBINED TOTAL DEBT		\$1,096,046,663

(1) Excludes the Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Ratios to 2011-12 Assessed Valuation:

Direct Debt (\$304,925,000)..... 0.52%
 Total Direct and Overlapping Tax and Assessment Debt 1.30%

Ratios to Adjusted Assessed Valuation:

Gross Combined Total Debt..... 2.57%
 Net Combined Total Debt..... 2.27%

STATE SCHOOL BUILDING AID REPAYABLE AS OF 6/30/11: \$0

Source: California Municipal Statistics, Inc.

FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA

The information in this section concerning State funding of community colleges is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from State revenues. The Bonds are payable solely from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof.

Major Revenues

General. California community college districts (other than Basic Aid Districts, as described below) receive, on average, approximately 52 percent of their funds from the State, 44 percent from local sources, and 4 percent from federal sources. State funds include general apportionment, categorical funds, capital construction, the lottery (which is less than 3 percent), and other minor sources. Local funds include property taxes, student fees, and miscellaneous sources.

A bill passed the State's legislature ("SB 361"), and signed by the Governor on September 29, 2006, established the present system of funding for community college districts. This system includes allocation of state general apportionment revenues to community college districts based on criteria developed by the Board of Governors of the California Community Colleges (the "Board of Governors") in accordance with prescribed statewide minimum requirements. In establishing these minimum requirements, the Board of Governors was required to acknowledge community college districts' need to receive an annual allocation based on the number of colleges and comprehensive centers in each respective district, plus funding received based on the number of credit and noncredit full time equivalent students ("FTES") in each district.

SB 361 also specifies that, commencing with the 2006-07 fiscal year the minimum funding per FTES will be: (a) not less than \$4,367 per credit FTES (subject to cost of living adjustments funded through the budget act in subsequent fiscal years); (b) at a uniform rate of \$2,626 per noncredit FTES (adjusted for the change in cost of living provided in the budget act in subsequent fiscal years); and (c) set at \$3,092 per FTES (adjusted for the change in cost of living provided in the budget act in subsequent fiscal years) for a new instructional category of "career development and college preparation" ("CDCP") enhanced non-credit rate. Pursuant to SB 361, the Chancellor of the California Community Colleges (the "Chancellor") developed criteria for one-time grants for districts that would have received more funding under the prior system or a proposed rural college access grant, than under the new system.

Local revenues are first used to satisfy District expenditures. The major local revenue source is local property taxes that are collected from within District boundaries. Student enrollment fees from the local community college district generally account for the remainder of local revenues for the District. Property taxes and student enrollment fees are applied towards fulfilling the District's financial need. Once these sources are exhausted, State funds are used. State aid is subject to the appropriation of funds in the State's annual budget. Decreases in State revenues may affect appropriations made by the legislature to the District. The sum of the property taxes, student enrollment fees, and State aid generally comprise the District's revenue limit.

"Basic Aid" community college districts are those districts whose local property tax and student enrollment fee collections exceed the revenue allocation determined by the program-based model. Basic Aid districts do not receive any funds from the State. The current law in California allows these districts to keep the excess funds without penalty. The implication for Basic Aid districts is that the legislatively determined annual cost of living adjustment and other politically determined factors are less significant in

determining such districts' primary funding sources. Rather, property tax growth and the local economy become the determinant factors. The District is not a Basic Aid district.

A small part of a community college district's budget is from local sources other than property taxes and student enrollment fees, such as interest income, donations and sales of property. Every community college district receives the same amount of lottery funds per pupil from the State, however, these are not categorical funds as they are not for particular programs or students. The initiative authorizing the lottery does require the funds to be used for instructional purposes, and prohibits their use for capital purposes.

Tax Shifts and Triple Flip

Assembly Bill No. 1755 ("AB 1755"), introduced March 10, 2003 and substantially amended June 23, 2003, requires the shifting of property taxes between redevelopment agencies and schools, including community college districts. On July 29, 2003, the Assembly amended Senate Bill No. 1045 to incorporate all of the provisions of AB 1755, except that the Assembly reduced the amount of the required Education Revenue Augmentation Fund ("ERAF") shift to \$135 million. Legislation commonly referred to as the "Triple Flip" was approved by the voters on March 2, 2004, as part of a bond initiative formally known as the "California Economic Recovery Act." This act authorized the issuance of \$15 billion in bonds to finance the 2002-03 and 2003-04 State budget deficits, which are payable from a fund established by the redirection of tax revenues through the "Triple Flip." Under the "Triple Flip," one-quarter of local governments' one percent share of the sales tax imposed on taxable transactions within their jurisdiction is redirected to the State. In an effort to eliminate the adverse impact of the sales tax revenue redirection on local government, the legislation redirects property taxes in the ERAF to local government. Because the ERAF monies were previously earmarked for schools, the legislation provides for schools to receive other state general fund revenues.

Budget Procedure

On or before September 15, the Board of Trustees of the District is required under Section 58305 of the California Code of Regulations, Title V, to adopt a balanced budget. Each September, every State agency, including the Chancellor's Office of the California Community Colleges, submits to the Department of Finance ("DOF") proposals for changes in the State budget. These proposals are submitted in the form of Budget Change Proposals ("BCPs"), involving analyses of needs, proposed solutions and expected outcomes. Thereafter, the DOF makes recommendations to the governor, and by June 10 a proposed State budget is presented by the governor to the legislature. The Governor's Budget is then analyzed and discussed in committees and hearings begin in the State Assembly and Senate. In May, based on the debate, analysis and changes in the economic forecasts, the governor issues a revised budget with changes he or she can support. The law requires the legislature to submit its approved budget by June 15, and by June 30 the governor should announce his or her line item reductions and sign the State budget. In response to growing concern for accountability and with enabling legislation (AB 2910, Chapter 1486, Statutes of 1986), the statewide governing board of the California community colleges (the "Board of Governors") and the Chancellor's Office have established expectations for sound district fiscal management and a process for monitoring and evaluating the financial condition to ensure the financial health of California's community college districts. In accordance with statutory and regulatory provisions, the Chancellor has been given the responsibility to identify districts at risk and, when necessary, the authority to intervene to bring about improvement in their financial condition. To stabilize a district's financial condition, the Chancellor may, as a last resort, seek an appropriation for an emergency apportionment.

The monitoring and evaluation process is designed to provide early detection and amelioration that will stabilize the financial condition of a district before an emergency apportionment is necessary. This is accomplished by (1) assessing the financial condition of districts through the use of various information sources and (2) taking appropriate and timely follow-up action to bring about improvement in a district's financial condition, as needed. A variety of instruments and sources of information are used to provide a composite of each district's financial condition, including quarterly financial status reports, annual financial and budget reports, attendance reports, annual district audit reports, district input and other financial records. In assessing each district's financial condition, the Chancellor will pay special attention to each district's general fund balance, spending pattern, and full-time equivalent student patterns. Those districts with greater financial difficulty will receive follow-up visits from the Chancellor's Office where financial solutions to the district's problems will be addressed and implemented.

The following table shows the District's general fund budgets for fiscal years 2008-09 through 2012-13 and the District's actual results for fiscal years 2009-10 and 2011-12. For further information, see also "APPENDIX A – EXCERPTS FROM THE 2011-12 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT."

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Comparison of General Fund Budgets for
Fiscal Years 2009-10 Through 2012-13 and
Ending Results for Fiscal Years 2009-10 Through 2011-12

	<u>2009-10</u> <u>Budgeted⁽¹⁾</u>	<u>2009-10</u> <u>Actual⁽¹⁾</u>	<u>2010-11</u> <u>Budgeted⁽¹⁾</u>	<u>2010-11</u> <u>Actual⁽¹⁾</u>	<u>2011-12</u> <u>Budgeted⁽²⁾</u>	<u>2011-12</u> <u>Actual⁽¹⁾</u>	<u>2012-13</u> <u>Budgeted⁽¹⁾</u>
REVENUES:							
Federal Revenues	\$14,255,279	\$12,374,630	\$9,885,271	\$12,408,972	\$10,111,452		
State Revenues	100,956,478	101,725,549	90,639,747	105,286,108	96,349,361		
Local Revenues	<u>50,095,258</u>	<u>59,077,378</u>	<u>57,761,835</u>	<u>53,397,957</u>	<u>53,570,371</u>		
TOTAL REVENUES	165,307,015	173,177,557	158,286,853	171,093,037	160,031,184		
EXPENDITURES:							
Academic Salaries	61,758,680	61,398,378	60,075,029	60,834,169	58,383,802		
Classified Salaries	39,307,043	36,992,259	37,663,123	35,215,305	37,354,631		
Employee Benefits	35,499,627	32,190,311	37,427,168	34,326,563	40,570,544		
Supplies and Materials	2,789,766	1,986,601	2,802,485	2,451,654	2,807,689		
Other Operating Expenses and Services	28,008,292	20,111,331	24,629,048	18,451,140	25,181,276		
Capital Outlay	<u>3,471,249</u>	<u>2,947,418</u>	<u>2,516,055</u>	<u>2,885,151</u>	<u>2,628,745</u>		
TOTAL EXPENDITURES	170,834,657	155,626,298	165,112,908	154,163,982	166,926,687		
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(5,527,642)	17,551,259	(6,826,055)	16,929,055	(6,895,503)		
OTHER FINANCING SOURCES (USES)	141,595	18,428	16,500	17,279	16,500		
OTHER OUTGO	(2,031,853)	(2,245,924)	(2,232,114)	(2,057,832)	(2,033,178)		
NET INCREASE (DECREASE) IN FUND BALANCE	(7,417,900)	15,323,763	(9,041,669)	14,888,502	(8,912,181)		
BEGINNING FUND BALANCE, JULY 1	<u>16,867,113</u>	<u>16,867,113</u>	<u>32,190,876</u>	<u>32,190,876</u>	<u>47,079,378</u>		
ENDING FUND BALANCE, JUNE 30	<u>\$9,449,213</u>	<u>\$32,190,876</u>	<u>\$23,149,207</u>	<u>\$47,079,378</u>	<u>\$38,167,197</u>		

⁽¹⁾ 2009-10 through 2011-12 General fund budget and actual results from the District's Annual Financial and Budget Reports, Form CCFS-311. Actual results for fiscal years 2009-10 and 2011-12 in object-oriented format provided for comparison. For the audited statement of revenues, expenditures and change in net assets of fiscal years 2006-07 through 2010-11 in revised reporting format, see "RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT - Comparative Financial Statements."

⁽²⁾ Adopted by the Board of Trustees on _____ 12, 2012.

Source: Rancho Santiago Community College District.

Minimum Funding Guarantees for California Community College Districts Under Propositions 98 and 111

General. In 1988, California voters approved Proposition 98, an initiative that amended Article XVI of the State Constitution and provided specific procedures to determine a minimum guarantee for annual K-14 funding. The constitutional provision links the K-14 funding formulas to growth factors that are also used to compute the State appropriations limit. Proposition 111 (Senate Constitutional Amendment 1), adopted in May 1990, among other things, changed some earlier school funding provisions of Proposition 98 relating to the treatment of revenues in excess of the State spending limit and added a third funding “test” to calculate the annual funding guarantee. This third calculation is operative in years in which general fund tax revenue growth is weak. The amendment also specified that under Test 2 (see below), the annual cost of living adjustment (“COLA”) for the minimum guarantee for annual K-14 funding would be the change in California’s per-capita personal income, which is the same COLA used to make annual adjustments to the State appropriations limit (Article XIII B).

Calculating Minimum Funding Guarantee. There are currently three tests which determine the minimum level of K-14 funding. Under implementing legislation for Proposition 98 (AB 198 and SB 98 of 1989), each segment of public education (K-12 districts, community college districts, and direct elementary and secondary level instructional services provided by the State) has separately calculated amounts under the Proposition 98 tests. The base year for the separate calculations is 1989-90. Each year, each segment is entitled to the greater of the amounts separately computed for each under Test 1 or 2. Should the calculated amount under Proposition 98 guarantee (K-14 aggregated) be less than the sum of the separate calculations, then the Proposition 98 guarantee amount shall be prorated to the three segments in proportion to the amount calculated for each. This statutory split has been suspended in every year beginning with 1992-93. In those years, community colleges received less than was required from the statutory split.

Test 1 guarantees that K-14 education will receive at least the same funding share of the State general fund budget it received in 1986-87. Initially, that share was just over 40 percent. Because of the major shifts of property tax from local government to community colleges and K-12 which began in 1992-93 and increased in 1993-94, the percentage dropped to 33.0%.

Test 2 provides that K-14 education will receive as a minimum, its prior-year total funding (including State general fund and local revenues) adjusted for enrollment growth (“ADA”) and per-capita personal income COLA.

A third formula, established pursuant to Proposition 111 as “Test 3,” provides an alternative calculation of the funding base in years in which State per-capita General Fund revenues grow more slowly than per-capita personal income. When this condition exists, K-14 minimum funding is determined based on the prior-year funding level, adjusted for changes in enrollment and COLA where the COLA is measured by the annual increase in per-capita general fund revenues, instead of the higher per-capita personal income factor. The total allocation, however, is increased by an amount equal to one-half of one percent of the prior-year funding level as a funding supplement.

In order to make up for the lower funding level under Test 3, in subsequent years K-14 education receives a maintenance allowance equal to the difference between what should have been provided if the revenue conditions had not been weak and what was actually received under the Test 3 formula. This maintenance allowance is paid in subsequent years when the growth in per-capita State tax revenue outpaces the growth in per-capita personal income.

The enabling legislation to Proposition 111, Chapter 60, Statutes of 1990 (SB 98, Garamendi), further provides that K-14 education shall receive a supplemental appropriation in a Test 3 year if the annual growth rate in non-Proposition 98 per-capita appropriations exceeds the annual growth rate in per-pupil total spending.

State Assistance

California community college districts' principal funding formulas and revenue sources are derived from the budget of the State of California. The following information concerning the State of California's budgets has been obtained from publicly available information which the District believes to be reliable; however, neither the District nor the Underwriters guaranty the accuracy or completeness of this information and has not independently verified such information. Furthermore, it should not be inferred from the inclusion of this information herein that the principal of or interest on the Bonds is payable from the General Fund of the District. The Bonds are payable solely from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof.

2012-13 Budget. On June 27, 2012, the Governor signed into law the State budget for fiscal year 2012-13 (the "2012-13 Budget"). The Department of Finance has released its summary of the 2012-13 Budget (the "Department of Finance Report"). The following information is drawn from the Department of Finance Report.

The 2012-13 Budget seeks to close a budget gap of \$15.7 billion through a combination of measures totaling \$16.6 billion. Specifically, the 2012-13 Budget authorizes \$8.1 billion of expenditure reductions (including \$1.9 billion in reductions to Proposition 98 spending), \$6 billion of revenue increases, and \$2.5 billion of other measures. The 2012-13 Budget assumes voter approval of a modified tax initiative proposed by the Governor in his May revision to the proposed State budget (the "May Revision"). The tax initiative, labeled as "Proposition 30," was approved by the voters at the November 6, 2012 general election. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Proposition 30." The 2012-13 Budget estimates that the tax initiative will generate approximately \$8.5 billion through fiscal year 2012-13. The 2012-13 Budget assumes an attendant increase of \$2.9 billion to State funding for school districts and community colleges, resulting in a net benefit to the State's general fund of \$5.6 billion.

With the implementation of all measures, the 2012-13 Budget assumes, for fiscal year 2011-12, total revenues of \$86.8 billion and expenditures of \$87.0 billion. The State is projected to end fiscal year 2011-12 with a total budget deficit of \$3.6 billion. For fiscal year 2012-13, the 2012-13 Budget projects total revenues of \$95.9 billion and authorizes total expenditures of \$91.3 billion. The State is projected to end the 2012-13 fiscal year with a total budget surplus of \$948 million.

The 2012-13 Budget authorized an additional \$6 billion of trigger reductions which were to become effective in the event Proposition 30 did not pass. The trigger reductions included approximately \$5.4 billion of reductions to Proposition 98 funding for schools and community colleges. Additional triggers included the following: (i) \$250 million reduction to each of the University of California and California State University systems, (ii) \$50 million reduction to the Department of Developmental Services, (iii) \$20 million reflecting the elimination of certain city police grants, (iv) \$5 million reduction to local water safety patrols, (v) \$10 million reduction to the Department of Forestry and Fire Protection, (vi) \$6.6 million reduction to Department of Water Resources flood control programs, which would reduce channel and levee maintenance and floodplain mapping; (vii) \$1.1 million reduction to the departments of Parks and Recreation and Fish and Game reflecting a reduced number of state public safety officers, (viii) \$1.4 million reduction reflecting the elimination of State beach lifeguards, and (ix) \$1 million reduction to Department of Justice law enforcement programs.

For fiscal year 2012-13, the Proposition 98 minimum funding guarantee is set at \$53.6 billion, including \$36.8 billion from the State general fund. This funding level reflects the following significant adjustments and changes:

- **Proposition 98 Adjustments.** A funding decrease of approximately \$630 million due to (1) eliminating the hold-harmless adjustment provided to schools from the elimination of the sales tax on gasoline in fiscal year 2010-11, and (2) a rebenching of the minimum funding guarantee to account for the exclusion of child care programs and the inclusion of special education mental health services from within the guarantee, as well as new and existing property tax shifts. Additionally, the 2012-13 Budget reduces fiscal year 2012-13 appropriations for a number of different programs by \$220.1 million, backfilling them with available one-time funds.
- **Quality Education Investment Act (“QEIA”).** The 2012-13 Budget authorizes the use of a fiscal year 2011-12 overappropriation of the Proposition 98 minimum funding guarantee to prepay legal settlement obligations required by QEIA. As a result, the 2012-13 Budget estimates a one-time savings during fiscal year 2012-13 of \$450 million. The 2012-13 Budget also authorizes the use of this overappropriation to prepay QEIA obligations in fiscal years 2013-14 and 2014-15 to achieve projected savings in such fiscal years of \$181 million and \$40.8 million, respectively.
- **Apportionments.** An increase of \$159.9 million in Proposition 98 funding to reduce existing community college apportionment deferrals. The 2012-13 Budget also makes \$50 million available for apportionment growth. Both of these features were contingent on voter approval of Proposition 30.
- **Educational Mandates.** An increase of \$23.8 million in Proposition 98 funding over the fiscal year 2011-12 level, for a total of \$33.3 million available for community college educational mandates. These mandates would be funded through a voluntary block grant, pursuant to which participating community college districts would receive a \$28 per-student allocation. Community college districts that choose not to participate in this block grant program would retain their right to submit claims for reimbursement, subject to audits by the State Controller.

In addition, the 2012-13 Budget assumes an increase of \$1.3 billion in local property taxes for fiscal year 2012-13 resulting from the distribution of property taxes previously allocated to redevelopment agencies. These increased local property taxes would offset Proposition 98 spending by an identical amount. The 2012-13 Budget allocates \$451.1 million of this increase to community college districts. The 2012-13 Budget indicates that, if these revenues do not materialize, the State will provide supplemental Proposition 98 funding to ensure that any potential negative fiscal effect will not be borne by community college districts.

The 2012-13 Budget also notes that the May Revision assumed that K-14 school districts would receive \$818 million in property tax revenues during fiscal year 2011-12 to offset State expenditures on Proposition 98 funding. The full amount of these payments were not made due to the timing of the Supreme Court’s ruling in the California Redevelopment Association v. Matosantos case, as well as inconsistent interpretations of ABx1 26 at the local level. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Proposition 1A and Proposition 22.” The 2012-13 Budget seeks to create a one-time process to recapture these property tax revenues by requiring county auditor-controllers to bill successor agencies for the amounts that should have been distributed to the affected taxing agencies.

Additional information regarding the 2012-13 Budget may be obtained from the Department of Finance at www.dof.ca.gov. However, such information is not incorporated herein by any reference.

Recent Litigation Regarding State Funding of Education. On September 28, 2011, the California School Boards Association, the Association of California School Administrators, the Los Angeles Unified School District, the San Francisco Unified School District and the Turlock Unified School District filed a petition for a writ of mandate in the Superior Court of the State of California in and for the County of San Francisco (the “CSBA Petition”). The petitioners allege that the fiscal year 2011-12 State budget improperly diverted sales tax revenues away from the State general fund, resulting in a reduction to the minimum funding guarantee of approximately \$2.1 billion. The CSBA Petition seeks an order from the Court compelling the State Director of Finance, Superintendent of Public Instruction and the State Controller to recalculate the minimum funding guarantee in accordance with the provisions of the California Constitution. On May 31, 2012, the court denied the CSBA Petition, finding that Proposition 98 does not prohibit the State from assigning sales tax revenues to a special fund that previously were deposited into the State general fund. The court also found that, upon doing so, the State was not required to rebench the minimum funding guarantee. On July 27, 2012, the petitioners filed a notice of appeal of the court’s decision.

The District makes no representations regarding the viability of the claims in the CSBA Petition, nor can the District predict whether any of the respective petitioners will be successful. Moreover, the District makes no representations as to how any final decision by the court would affect the State’s ability to fund education in fiscal year 2011-12, or in future fiscal years.

Future Actions. The District cannot predict what actions will be taken in the future by the State Legislature and the Governor to address the current State budget deficit, changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State’s ability to fund schools. Continued State budget shortfalls in future fiscal years could have an adverse financial impact on the State general fund budget. However, the obligation to pay *ad valorem* taxes upon all taxable property within the District for the payment of principal and interest on the Bonds would not be impaired.

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the General Fund of the District. The Bonds are payable solely from the proceeds of an ad valorem tax levied by the County for the payment thereof. See "THE BONDS – Security and Sources of Payment."

Introduction

The Rancho Santiago Community College District (the "District") was established in 1971, and is composed of approximately 193 square miles in Orange County. The District maintains two comprehensive community colleges, each providing collegiate level instruction across a wide spectrum of subjects. Santa Ana College, founded in 1915, is located in Santa Ana and Santiago Canyon College, founded in 1997, is located in Orange. The District also provides comprehensive college and continuing education programs at the Centennial Education Center, the Orange Education Center, the Santa Ana College Orange County Sheriff's Regional Training Academy, the Digital Media Center, and various other sites throughout the District. The District has approximately [44,107] full and part-time students, serves a resident population of over 600,000, and includes portions of Santa Ana, Orange, Anaheim, Irvine, Garden Grove, Newport Beach, Villa Park, Costa Mesa, Fountain Valley and Yorba Linda. The District has a 2012-13 assessed valuation of \$_____.

Administration

The governing board of the District is called the Board of Trustees (the "Board"). The Board includes seven voting members elected by the voters of the District (the "Trustees"). The Trustees serve staggered four-year terms. Elections for Trustee positions to the Board are held every two years, alternating between three and four available positions. Current Trustees, together with their office and the date their term expires, are listed below:

<u>Board Member</u>	<u>Office</u>	<u>Term Expires</u>
Phillip E. Yarbrough	President	2014
Mark McLoughlin, CPSM	Vice President	2012
Arianna P. Barrios	Clerk	2012
Brian E. Conley, M.A.	Member	2012
R. David Chapel, Ed.D.	Member	2012
John R. Hanna	Member	2014
Lawrence R. Labrado	Member	2014

The Chancellor of the District is appointed by the Board and reports to the Board. The Chancellor is responsible for management of the District's day-to-day operations and supervises the work of other key administrators.

Brief biographies of the Chancellor and certain key administrators follow:

Dr. Raúl Rodríguez, Chancellor. Dr. Rodríguez has served as the Chancellor of the District since August of 2010. As Chancellor of one of the largest community college districts in the state of California, Dr. Rodríguez oversees a district that covers one quarter of the land area of Orange County. Prior to joining the District, Dr. Rodríguez held a number of positions in both single college and multi-college community college districts in California, including over 16 years of experience as a community college CEO. Dr. Rodríguez earned a Ph.D. in Psychology from the University of California, Santa

Cruz. He also earned a Master's Degree from Fairfield University in School and Applied Psychology and a Bachelor of Arts Degree in Liberal Studies from Bowling Green State University in Ohio. An educator who taught psychology at Cabrillo College and the University of California, Santa Cruz, he is also a graduate of the Harvard Institute for Educational Management.

Mr. John Didion, Executive Vice Chancellor, Human Resources and Educational Services. Mr. Didion serves as Executive Vice Chancellor of Human Resources and Educational Services for the District. Before joining the District in 1997, he held administrative positions in the Long Beach Community College District and the Cerritos Community College District. Mr. Didion holds a Bachelor's Degree in journalism from the University of Southern California and a Master's Degree in Public Administration from California State University, Long Beach.

Mr. Peter J. Hardash, Vice-Chancellor, Business Operations/Fiscal Services. Mr. Hardash was named Vice Chancellor, Business Operations/Fiscal Services of the District in July 2006. Prior to working with the District, he was Vice President of Administrative Services at Pasadena City College for 5 years. He has spent 29 years in public education. Mr. Hardash holds a Master's Degree in Business Administration from Pepperdine University and a Bachelor's Degree in Business Administration from Loyola Marymount University.

Dr. Erlinda Martinez, President, Santa Ana College. Dr. Martinez was appointed President of Santa Ana College in March 2005. Prior to working for the District, she served as the Vice President for Student Services/Assistant Superintendent for Cerritos College for 10 years, Administrative Dean and Dean of Students for Mission College for 9 years, and Director of Student Affairs for El Camino College. Dr. Martinez earned a Doctorate in Education from the University of Southern California, a Master's Degree in Counselor Education from California State University, Los Angeles and a Bachelor's Degree in Sociology from the University of California at Riverside.

Mr. Juan Vázquez, President, Santiago Canyon College. Mr. Vázquez was appointed President of Santiago Canyon College in August 2002. Before joining the District, he was Interim President of College of Alameda in Alameda, California, where he had been employed since 1975 in a number of capacities. Until his interim presidential appointment at the College of Alameda in 2001, he was Vice President of Instruction at College of Alameda for six years. Prior to this position, he was Division Dean for Business and Transportation Programs at the College of Alameda as well as the Coordinator of Vocational Education Programs. Mr. Vázquez received his Master's Degree as a Reading Specialist from California State University, Fullerton. His Bachelor's Degree in Philosophy was earned at City University of New York.

Enrollment

The following table shows the District’s funded full-time equivalent students (“FTES”) for fiscal years 2000-01 through 2010-11 and a projection of FTES for fiscal year 2011-12:

<u>Year</u>	<u>Funded FTES</u>
2000-01	28,065
2001-02	28,568
2002-03	29,162
2003-04	28,804
2004-05	29,736
2005-06	30,418
2006-07	31,479
2007-08	31,496
2008-09	31,864
2009-10	29,962
2010-11	30,515
2011-12	_____
2012-13 ⁽¹⁾	_____

⁽¹⁾ Projected FTES based on the state imposed workload measures reduction.
Source: Rancho Santiago Community College District.

Labor Relations

As of February 1, 2012, the District employs 368 full-time academic professionals, 475 full-time classified employees and 107 managers. In addition, the District employs 1,708 part-time faculty and staff. These employees, except management and some part-time employees, are represented by four bargaining units as noted below:

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 Labor Relations Organizations**

<u>Labor Organization</u>	<u>Number of Employees In Organization</u>	<u>Contract Expiration Date</u>
Faculty Association of Rancho Santiago Community College District	368 Full-Time 1,209 Part-Time	June 30, 2009 ⁽¹⁾ June 30, 2009 ⁽¹⁾
California State Employees Association	475 Full-Time 141 Part-Time	June 30, 2013 June 30, 2013
Continuing Education Faculty Association	228 Part-Time	June 30, 2012
Child Development Centers Teachers Association	528 Full-Time	June 30, 2011 ⁽¹⁾

⁽¹⁾ Employees continue to work under the terms of expired contract.
Source: Rancho Santiago Community College District.

Retirement Programs

STRS. All full-time certificated employees, as well as certain classified employees, are members of the State Teachers' Retirement System ("STRS"). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. The District is currently required by such statutes to contribute 8.25% of eligible salary expenditures, while participants contribute 8% of their respective salaries. The State also contributes to STRS, currently in an amount equal to 2.541% of teacher payroll.

The District's contribution to STRS for fiscal years 2008-09, 2009-10, and 2010-11 was \$5,266,829, \$4,754,010, and \$4,709,012 respectively, for fiscal year 2011-12 its contribution was \$ _____, and for fiscal year 2012-13 its contribution is projected to be \$ _____.

PERS. Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provision are established by the State statutes, as legislatively amended, with the Public Employees' Retirement Laws. The District is currently required to contribute to PERS at an actuarially determined rate, which is 10.923% of eligible salary expenditures for fiscal year 2011-12, while participants contribute 7% of their respective salaries.

The District's contribution to PERS is capped at 13.02% of gross expenditures for any given fiscal year. To the extent the District's contribution rate to PERS is less than 13.02%, the State will reduce the District's revenue limit for that year by the difference between the maximum contribution rate and the District's actual contribution rate. Alternatively, if the District's contribution rate is greater than 13.02%, the State is required to provide additional revenue limit allocations to the District to make up the difference.

The District's contribution to PERS for fiscal years 2008-09, 2009-10 and 2010-11 was \$3,816,514, \$3,414,219, and \$3,551,381 respectively, for fiscal year 2011-12 its contribution was \$ _____, and for fiscal year 2012-13 its contribution is projected to be \$ _____.

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for both STRS and PERS.

FUNDED STATUS
STRS (Defined Benefit Program) and PERS
As of a June 30, 2011 Valuation Date
(Dollar Amounts in Millions) ⁽¹⁾

<u>Plan</u>	<u>Accrued Liability</u>	<u>Value of Trust Assets</u>	<u>Unfunded Liability</u>
Public Employees Retirement Fund (PERS)	\$58,358	\$45,901 ⁽²⁾	\$(12,457)
State Teachers' Retirement Fund Defined Benefit Program (STRS)	208,405	143,930 ⁽³⁾	(64,475)

⁽¹⁾ Amounts may not add due to rounding.

⁽²⁾ Reflects market value of assets as of June 30, 2011.

⁽³⁾ Reflects actuarial value of assets as of June 30, 2011.

Source: CalPERS State & Schools Actuarial Valuation; CalSTRS Defined Benefit Program Actuarial Valuation.

Unlike PERS, STRS contribution rates for participant employers, employees and the State are set by statute and do not currently vary from year-to-year based on actuarial valuations. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS has increased significantly. This unfunded liability is expected to continue to increase in the absence of legislation requiring additional or increased contributions. The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make larger contributions to STRS in the future. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employee's Pension Reform Act of 2013 (the "Reform Act"), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the "Implementation Date"). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (currently 12 months for STRS members who retire with 25 years of service), and (iii) caps "pensionable compensation" for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution and benefit base for members participating in Social Security or 120% for members not participating in social security, while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

Other Postemployment Benefits.

Plan Description. The District currently provides retiree and dependent medical coverage to eligible academic and classified employees. Persons retiring with more than ten years but less than fifteen years of service are eligible to receive medical benefits on a self-pay basis. A Person retiring with fifteen years or more service are eligible to receive medical benefits up to \$30,780 for fiscal year 2010-11. (The maximum for most employees is \$21,363 for fiscal year 2011. Currently 390 employees meet those eligibility requirements.

For employees whose first paid date of contract services is on or after May 31, 1986 and who subsequently qualify for the foregoing fifteen (15) year retiree service benefit, the District will pay its portion of the insurance premium until the retiree reaches age 70. After age 70, such retirees may continue coverage at their own expense.

Retirees' coverage ends the date the plan terminates or the date the retiree terminates coverage. In the instance of self-paid and partial paid retiree benefits, the coverage will be terminated when payment is 45 days past due. Dependent coverage terminates the date he/she ceases to be a dependent.

Funding Policy. The District currently finances benefits on a pay-as-you-go basis for health premiums. The District contributes 100% of the cost of the current year premiums for eligible retired plan members and their spouses as applicable. For fiscal year ended June 30, 2011, the District contributed \$6,592,549, consisting of \$5,066,051 for premiums and \$1,526,498 to set aside for future liability. Total member contributions were \$144,781 for fiscal year ended June 30, 2011. The District has budgeted a contribution of \$5,575,777 for fiscal year 2011-12 for health premiums. In addition, the District has budgeted a contribution in the amount of 1% of all salaries totaling \$1,057,865, plus an additional \$500,000 in 2011-12 toward the liability. Including the health premium amount of \$5,575,777, and the contributions toward the liability of \$1,057,865 and \$500,000, the total budgeted contributions for 2011-12 are \$7,133,642 compared to the ARC in 2010-11 of \$7,892,696.

The District has transferred \$27,211,898 to a special reserve fund to fund its outstanding liability with respect to its Post-Employment Benefits. This fund has not been irrevocably pledged towards the District's liability, however, and may be accessed by the District upon Board action.

Actuarial Report. The District has received a study by Total Compensation, Inc. dated June 29, 2010 with respect to its liability in connection with such post-employment health care benefits. The study concluded that the actuarial present value of total projected benefits as of February 1, 2010, was \$103,778,981, that the actuarial accrued liability ("AAL") was \$81,480,837, and that the annual required contribution (the "ARC") necessary to fund such benefits for the year beginning February 1, 2010, was \$7,892,696. The ARC is composed of the value of future benefits earned by current employees during each fiscal year (the "Normal Cost"), and the amount necessary to amortize the AAL. Collectively, the ARC is the amount that would be necessary to fund both the Normal Cost and the AAL in accordance with the Governmental Accounting Standards Board Statements Nos. 43 and 45.

The District's actuarially required contribution for fiscal year 2010-11 was \$7,892,696 and for fiscal years 2009-10 and 2008-09 was \$7,892,696 and \$8,034,079, and was expensed during the period. Payments in the amounts of \$5,066,051, \$4,455,194 and \$3,913,605 were made for current retiree obligations in fiscal years 2010-11, 2009-10 and 2008-09, respectively.

Net OPEB Obligation. As of June 30, 2012, the District recognized a long-term obligation (the "Net OPEB Obligation") of \$_____ with respect to its accrued liability for the Post-Employment Benefits. The Net OPEB Obligation is based on the District's contributions towards the ARC during

fiscal year 2010-11, plus interest on the prior year's Net OPEB Obligation and minus any adjustments to reflect the amortization thereof. For more information see Note __ and the Required Supplementary Information to the fiscal year 2011-12 audited financial statements of the District included as APPENDIX A hereto.

Insurance

JPA's. The District participates in two joint powers agreement (JPA) entities; the Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Schools Excess Liability Fund (SELF) (each a "JPA").

ASCIP arranges for and provides property, liability and workers' compensation insurance for its member school districts. The District pays a premium commensurate with the level of coverage requested. SELF arranges for and provides a self-funded or additional insurance for excess liability for approximately 1,100 public educational agencies.

SELF is governed by a board of 16 elected voting members, elected alternates, and two ex-officio members. The board controls the operations of SELF, including selection of management and approval of operating budgets, independent of any influence by the members beyond their representation on the board. Each member pays an annual contribution based upon that calculated by SELF's board of directors and shares surpluses and deficits proportionately to its participation in SELF. ASCIP is governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the District beyond the District's representation on the governing boards.

Each JPA is independently accountable for its fiscal matters. Budgets are not subject to any approval other than that of the respective governing boards. Member districts share surpluses and deficits proportionately to their participation in the JPA.

The relationships between the District and the JPAs are such that none of the JPA's is a component unit of the District for financial reporting purposes.

Self Insurance Fund. The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; natural disasters; and medical claims. During the fiscal year, the District maintained an internal service fund (the "Self-Insurance Fund") to account for and finance its uninsured risks of loss. The Self-Insurance Fund provides coverage for up to a maximum of \$25,000 for each general liability claim and \$10,000 for each property damage claim. The District is completely insured through ASCIP for worker's compensation and property and liability claims. The Self-Insurance Fund is subject to assessments from the SAWCXII JPA for worker's compensation claims for prior years (early 1990's) when the District was a member. The District participates in JPAs to provide excess insurance coverage above the self-insured retention level for worker's compensation and property and liability claims. Settled claims have not exceeded the coverage provided by the JPA in any of the past three fiscal years.

Funding of the Self-Insurance Fund is based on estimates of the amounts needed to pay prior year claims and current year premiums. Workers' Compensation claims are charged to the respective funds which are covered by the current year policy; Property and Liability claims are paid by the General Fund.

At June 30, 2011, the District accrued the claims liability in accordance with GASB Statement No. 10, for claims that occurred when the District was self-insured. The amount of liability is estimated at \$684,502. Changes in the reported liability are shown below:

	Beginning Fiscal Year <u>Liability</u>	Changes in <u>Estimates</u>	Claim <u>Payments</u>	Ending Fiscal Year <u>Liability</u>
Property and Liability	\$297,141	--	--	\$297,141
Workers' Compensation	<u>434,671</u>	<u>\$(5,029)</u>	<u>\$42,281</u>	<u>387,361</u>
	<u>\$731,812</u>	<u>\$(5,029)</u>	<u>\$42,281</u>	<u>\$684,502</u>

Foundations

The Rancho Santiago Community College District Foundation, the Santa Ana College Foundation and the Santiago Canyon College Foundation (the "Foundations") are a not-for-profit public benefit corporation organized under Section 501(c)(3) of the Code. The Foundations were established to support the District and its students. Under GASB rules, the Foundation is a component unit of the District for financial reporting purposes. As of June 30, 2012, the Foundations had net assets valued at \$_____. See "APPENDIX A – Excerpts from the 2011-12 Audited Financial Statements of the District – Note ___ – Summary of Significant Accounting Policies – Reporting Entity" herein.

Redevelopment Revenue

The District receives pass-through tax increment revenue ("Redevelopment Revenue") from the cities of Anaheim, Garden Grove, Orange, Santa Ana, Yorba Linda, Tustin, and the County of Orange. The District received \$3,302,892.04 of Redevelopment Revenues in Fiscal Year 2009-10, \$2,219,211.12 of such revenues in Fiscal Year 2009-10 and estimates that it will receive \$989,542.68 of such revenues in fiscal year 2011-12.

The District, however, can make no representations that Redevelopment Revenues will continue to be received by the District in amounts currently projected, particularly in light of the provisions enacted by the 2011-12 Budget. See "FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – State Assistance – 2011-12 Budget" and "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Proposition 1A and Proposition 22." The Bonds, however, are not payable from such Redevelopment Revenue. The Bonds are payable solely from the proceeds of an *ad valorem* tax required to be levied by the County in an amount sufficient for the payment thereof. See "THE BONDS – Security and Sources of Payment."

Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California Community College Budget and Accounting Manual. This manual, according to Section 84030 of the California Education Code, is to be followed by all California community college districts. The Governmental Accounting Standards Board ("GASB") has released Statement No. 34, which makes changes in the annual financial statements for all governmental agencies in the United States, especially in recording of fixed assets and their depreciation, and in the way the report itself is formatted. These requirements became effective on May 15, 2002 for the District, as well as for any other governmental agency with annual revenues of between \$10 million and \$100 million. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

Comparative Financial Statements

The following table reflects the District's audited statement of revenues expenditures and changes in net assets from fiscal years 2007-08 through 2011-12:

AUDITED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN NET ASSETS FOR FISCAL YEARS 2006-07 THROUGH 2011-12 (PRIMARY GOVERNMENT) Rancho Santiago Community College District

	Audited <u>2007-08</u>	Audited <u>2008-09</u>	Audited <u>2009-10</u>	Audited <u>2010-11</u>	Audited <u>2011-12</u>
OPERATING REVENUES					
Tuition and fees (gross)	\$13,477,726	\$13,212,905	\$15,229,622	\$15,351,323	
Less: Scholarship discounts and allowances	<u>(3,520,984)</u>	<u>(4,086,638)</u>	<u>(3,492,111)</u>	<u>(4,945,259)</u>	
Net tuition and fees	9,956,742	9,126,267	11,737,511	10,406,064	
Grant and Contracts, non-capital:					
Federal	18,014,425	21,152,950	28,424,805	37,255,917	
State	20,278,925	20,592,586	16,087,099	14,366,980	
Local	1,392,119	3,016,937	2,885,507	2,282,469	
Transfer from agency funds	--	--	1,142	--	
Sales	<u>8,061,479</u>	<u>7,349,344</u>	<u>6,341,587</u>	<u>5,871,493</u>	
TOTAL OPERATING REVENUES	57,703,690	61,238,084	65,477,651	70,182,923	
OPERATING EXPENSES					
Salaries	122,615,558	116,613,808	101,616,684	100,889,645	
Employee benefits	31,987,899	36,404,966	33,377,541	35,045,337	
Supplies, materials, and other operating expenses and services	35,802,565	32,899,716	29,278,209	29,647,194	
Transfer to agency funds	--	200,600	200,600	172,000	
Financial aid	8,662,531	11,716,634	16,089,747	23,473,873	
Utilities	4,346,315	4,082,215	3,441,016	3,498,988	
Depreciation	<u>10,316,430</u>	<u>10,836,667</u>	<u>7,980,299</u>	<u>11,060,649</u>	
TOTAL OPERATING EXPENSES	213,731,298	212,754,606	191,984,096	203,787,686	
OPERATING INCOME (LOSS)	(156,027,608)	(151,516,522)	(126,506,445)	(133,604,763)	
NON-OPERATING REVENUES (EXPENSES)					
State apportionments, non-capital	89,318,253	91,561,631	85,576,657	91,350,710	
Local property taxes	43,812,427	42,659,651	45,110,944	41,867,598	
State taxes and other revenue	4,791,443	4,713,780	5,104,594	4,674,236	
Interest and investment income, non-capital	11,532,454	4,453,948	2,980,112	1,196,713	
Interest expense	<u>(13,627,426)</u>	<u>(15,766,282)</u>	<u>(14,932,562)</u>	<u>(14,978,350)</u>	
Other non-operating revenues	<u>(411,252)</u>	<u>403,721</u>	<u>510,650</u>	<u>171,899</u>	
TOTAL NON-OPERATING REVENUES (EXPENSES)	135,415,899	128,026,449	124,350,395	124,282,806	
INCOME (LOSS) BEFORE OTHER REVENUES, EXPENSES, GAINS AND LOSSES	(20,611,709)	(23,490,073)	(2,156,050)	(9,321,957)	
OTHER REVENUES, EXPENSES, GAINS AND LOSSES					
State apportionments, capital	3,321,200	5,389,576	4,225,132	810,504	
Interest and investment income, capital	1,037,587	421,945	245,744	170,262	
Local property taxes and other revenues	14,732,629	19,145,873	19,779,463	20,547,819	
Loss on disposal of fixed asset	--	--	<u>(42,896)</u>	--	
TOTAL OTHER REVENUES, EXPENSES, GAINS AND LOSSES	19,091,416	24,957,394	24,207,443	21,528,585	
INCREASE IN NET ASSETS	(1,520,293)	1,467,321	22,051,393	12,206,628	
NET ASSETS, BEGINNING OF YEAR, as originally stated	148,310,962	146,790,669	148,257,990	170,309,383	
Adjustment for restatement	--	--	--	--	
NET ASSETS, BEGINNING OF YEAR, as restated	--	--	--	--	
NET ASSETS, END OF YEAR	<u>\$146,790,669</u>	<u>\$148,257,990</u>	<u>\$170,309,383</u>	<u>\$182,516,011</u>	

Source: Rancho Santiago Community College District.

District Debt Structure

Long-Term Debt. A schedule of changes in long-term debt for the year ended June 30, 2012 is shown below:

	<u>Beginning Balance</u> <u>July 1, 2011</u>	<u>Additions</u>	<u>Deductions</u>	<u>Ending Balance</u> <u>June 30, 2012</u>
General Obligation Bond:				
Series 2003A - Current Interest				
Series 2003A - Bond Premium				
Series B - Current Interest				
Series B - Capital Appreciation				
Series B - Capital Appreciation Accreted Interest				
Series B - Bond Premium				
Series C - Current Interest				
Series C - Capital Appreciation				
Series C - Capital Appreciation Accreted Interest				
Series C - Bond Premium				
Refunding Bond - Current Interest				
Refunding Bond - Capital Appreciation				
Refunding Bond - Capital Appreciation Accreted Interest				
Refunding Bond - Bond Premium				
Deferred Charge on Refunding				
Total bond payable				
Notes payable				
Total bond and notes payable				
Other liabilities:				
Other Post-Employment Benefits (OPEB)				
Total long-term liabilities				

General Obligation Bonds. On March 21, 2003, the County issued on behalf of the District its General Obligation Bonds, Election of 2002, Series 2003A in the aggregate principal amount of \$96,125,000 (the "Series A Bonds"). On March 10, 2005, the County issued on behalf of the District its General Obligation Bonds, Election of 2002, Series B in the aggregate principal amount of \$119,999,867.25 (the "Series B Bonds"). On August 23, 2005, the County issued on behalf of the District the 2005 General Obligation Refunding Bonds in the aggregate principal amount of \$53,559,298.50 (the "2005 Refunding Bonds"), the proceeds of which were used to advance refund a portion of the outstanding Series A Bonds. On October 3, 2006, the County issued on behalf of the District its General Obligation Bonds, Election of 2002, Series C in the aggregate principal amount of \$120,874,328.55 (the "Series C Bonds"). On December 15, 2011, the District issued its 2011 General Obligation Refunding Bonds (the "2011 Refunding Bonds"), the proceeds of which were used to advance refund a portion of the outstanding Series A Bonds. On March 14, 2012 the District issued its 2012 General Obligation Refunding Bonds, the proceeds of which were used to advance refund a portion of the Series A Bonds and the Series B Bonds. The following table shows the annual debt service requirements of all the District's general obligation bonded debt.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
General Obligation Bonds – Consolidated Debt Service Schedule**

Year Ending September 1	Series A Bonds ⁽¹⁾	Series B Bonds ⁽²⁾	2005 Refunding Bonds	Series C Bonds	2011 Refunding Bonds	2012 Refunding Bonds	The Bonds	Total Annual Debt Service
2012	\$2,604,593.75	\$5,718,343.75	\$3,762,712.50	\$4,457,881.26	\$285,546.67	\$1,319,555.14		
2013	2,593,750.00	4,553,525.00	4,262,712.50	4,474,781.26	441,550.00	2,844,550.00		
2014	--	4,873,525.00	4,787,712.50	4,499,781.26	445,750.00	5,504,550.00		
2015	--	5,211,925.00	5,305,962.50	4,327,231.26	3,369,850.00	2,791,350.00		
2016	--	5,927,925.00	7,967,712.50	4,844,937.50	335,750.00	2,791,350.00		
2017	--	2,857,050.00	7,995,037.50	5,835,850.00	335,000.00	5,716,350.00		
2018	--	2,982,050.00	7,245,300.00	4,686,100.00	2,834,250.00	5,919,350.00		
2019	--	3,097,050.00	7,744,000.00	7,319,900.00	233,500.00	6,094,550.00		
2020	--	3,232,050.00	7,633,512.50	7,962,325.00	233,500.00	6,297,550.00		
2021	--	3,367,050.00	7,481,475.00	8,679,825.00	233,500.00	6,496,750.00		
2022	--	3,512,050.00	5,824,462.50	5,848,825.00	4,903,500.00	6,701,750.00		
2023	--	3,667,050.00	2,825,962.50	14,742,075.00	--	6,906,750.00		
2024	--	3,837,050.00	--	18,188,275.00	--	7,116,000.00		
2025	--	4,007,050.00	--	17,812,975.00	--	8,227,250.00		
2026	--	1,847,050.00	--	18,457,462.50	--	10,814,250.00		
2027	--	1,847,050.00	--	19,150,000.00	--	11,229,750.00		
2028	--	19,142,050.00	--	14,630,000.00	--	--		
2029	--	19,705,681.26	--	15,255,000.00	--	--		
2030	--	--	--	36,190,000.00	--	--		
2031	--	--	--	31,785,000.00	--	--		
Total	\$5,198,343.75	\$99,385,525.01	\$72,836,562.50	\$249,148,225.04	\$13,651,696.67	\$96,771,655.14		

⁽¹⁾ Includes only the Series A Bonds not refunded from proceeds of the 2005 Refunding Bonds, the 2011 Refunding Bonds and the Bonds.

⁽²⁾ Excludes debt service on the Refunded Series B Bonds.

[Add information re 2012 SFID election.]

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TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. Bond Counsel notes that, with respect to corporations, interest on the Bonds may be included as an adjustment in the calculation of alternative minimum taxable income which may affect the alternative minimum tax liability of corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax.

The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner’s basis in the Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of the Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

Bond Counsel’s opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

The amount by which a Bond Owner’s original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner’s basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The Internal Revenue Service (the “IRS”) has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Bonds or their market value.

It is possible that subsequent to the issuance of the Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. It is possible that proposed legislative changes could be introduced in Congress, which, if enacted, could result in additional federal income or state tax being imposed on owners of tax-exempt state or local obligations, such as the Bonds. If any of such changes or interpretations were to take effect, it is possible that the market value or liquidity of the Bonds would be adversely affected. No assurance can be given that subsequent to the issuance of the Bonds such changes (or other changes) or interpretations will not occur. Before purchasing any of the Bonds, all potential purchasers should consult their tax advisors regarding possible statutory or regulatory changes, and collateral tax consequences relating to the Bonds.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the District continues to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) on the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

A copy of the proposed form of opinion of Bond Counsel for the Bonds is attached hereto as APPENDIX B.

LEGAL MATTERS

Continuing Disclosure

The District has covenanted for the benefit of Owners of the Bonds to provide certain financial information and operating data relating to the District (the "Annual Report") by not later than 270 days following the end of the District's fiscal year (the District's fiscal year ends on June 30), commencing with the report for the 2012-13 fiscal year, and to provide notices of the occurrence of certain enumerated events. The Annual Report and the notices of enumerated events will be filed in accordance with the requirements of the Rule. The specific nature of the information to be made available and to be contained in the notices of material events is described in the form of Continuing Disclosure Certificate attached hereto as APPENDIX C. These covenants have been made in order to assist the Underwriters in complying with the Rule.

The District has, for the past five years, failed to file certain portions of its required annual reports and material event notices relating to bond insurer downgrades, in a timely manner as required by its prior continuing disclosure obligations. The District has since filed such reports and notices of material events and is current with respect to all filings required under its existing continuing disclosure obligations. Furthermore, the District has implemented internal procedures to ensure future compliance with the District's obligations to provide Annual Reports under its existing continuing disclosure undertakings.

Legality for Investment in California

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, are eligible for security for deposits of public moneys in the State.

Absence of Material Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes to collect other revenues or contesting the District's ability to issue and retire the Bonds.

There are a number of lawsuits and claims pending against the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the finances of the District.

Information Reporting Requirements

On May 17, 2006, the President signed the Tax Increase Prevention and Reconciliation Act of 2005 ("TIPRA"). Under Section 6049 of the Code, as amended by TIPRA, interest paid on tax-exempt obligations is subject to information reporting in a manner similar to interest paid on taxable obligations. The purpose of this change was to assist in relevant information gathering for the IRS relating to other applicable tax provisions. TIPRA provides that backup withholding may apply to such interest payments made after March 31, 2007 to any bondholder who fails to file an accurate Form W-9 or who meets certain other criteria. The information reporting and backup withholding requirements of TIPRA do not affect the excludability of such interest from gross income for federal income tax purposes.

Legal Opinion

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel. A copy of the proposed form of such legal opinion is attached to this Official Statement as APPENDIX B.

Verification

Upon delivery of the Bonds, Causey Demgen & Moore, P.C. will deliver a report relating to (a) the adequacy of the maturing principal of and interest on the Federal Securities in the Escrow Fund, together with any moneys held therein as cash, to pay the redemption price of and interest with respect to the Refunded Bonds and (b) the computations of yield of the Bonds and the Federal Securities in the Escrow Fund which support Bond Counsel's opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes.

Financial Statements

Portions of the financial statements with supplemental information for the year ended June 30, 2012, the independent auditor's report of the District, and the related statements of activities and of cash flows for the year then ended, and the report dated _____, 2012 of Vincenti, Lloyd & Stutsman LLP, (the "Auditor"), are included in this Official Statement as APPENDIX A. In connection with the inclusion of portions of the financial statements and the report of the Auditor thereon in APPENDIX A to this Official Statement, the District did not request the Auditor to, and the Auditor has not undertaken to, update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report.

RATINGS

Moody's and Standard & Poor's, have assigned ratings of "___" and "___", respectively, to the Bonds. Such ratings reflect only the views of such organization and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody's Investors Service, 7 World Trade Center at 250 Greenwich, New York, New York 10007 and Standard & Poor's, 55 Water Street, New York, New York 10041. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the respective rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price for the Bonds.

UNDERWRITING

The Bonds are being purchased by Kinsell, Newcomb & De Dios, Inc., as representative of itself, and De La Rosa & Co. (the "Underwriters"). The Underwriters have agreed to purchase the Bonds at a price of \$_____ (reflecting the initial principal amount of the Bonds of \$_____, plus original issue premium of \$_____, and less the Underwriters' discount of \$_____). The Purchase Contract for the Bonds provides that the Underwriters will purchase all of the Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in said agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriters may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the cover page hereof. The offering prices may be changed from time to time by the Underwriters.

ADDITIONAL INFORMATION

Quotations from and summaries and explanations of the Bonds, the Resolution providing for issuance of the Bonds, and the constitutional provisions, statutes and other documents referenced herein, do not purport to be complete, and reference is made to said documents, constitutional provisions and statutes for full and complete statements of their provisions.

Some of the data contained herein has been taken or constructed from District records. Appropriate District officials, acting in their official capacities, have reviewed this Official Statement and have determined that, as of the date hereof, the information contained herein is, to the best of their knowledge and belief, true and correct in all material respects and does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading. This Official Statement has been approved by the District's Board of Trustees.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended only as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners, beneficial or otherwise, of any of the Bonds.

This Official Statement and the delivery thereof have been duly approved and authorized by the District.

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By _____
Chancellor

APPENDIX A

**EXCERPTS FROM THE 2011-12 AUDITED FINANCIAL
STATEMENTS OF THE DISTRICT**

APPENDIX B

FORM OF OPINION OF BOND COUNSEL

Upon issuance of the Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, proposes to render its final approving opinion with respect to the Bonds in substantially the following form:

January __, 2013

Board of Trustees
Rancho Santiago Community College District

Members of the Board of Trustees:

We have examined a certified copy of the record of the proceedings relative to the issuance and sale of \$_____ Rancho Santiago Community College District (Orange County, California) 2013 General Obligation Refunding Bonds (the "Bonds"). As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based on our examination as bond counsel of existing law, certified copies of such legal proceedings and such other proofs as we deem necessary to render this opinion, we are of the opinion, as of the date hereof and under existing law, that:

1. Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and a resolution (the "Resolution") of the Board of Trustees of the Rancho Santiago Community College District (the "District").
2. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
3. Under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that, with respect to corporations, such interest may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations.
4. Interest on the Bonds is exempt from State of California personal income tax.
5. The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bonds constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bondowner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bondowner will increase the Bondowner's basis in the applicable Bond. Original issue discount that accrues to the Bondowner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of

the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

6. The amount by which a Bondowner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Internal Revenue Code of 1986, as amended (the "Code"); such amortizable Bond premium reduces the Bondowner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bondowner realizing a taxable gain when a Bond is sold by the Bondowner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Bondowner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of bond counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest (and original issue discount) for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than ourselves. Other than expressly stated herein, we express no opinion regarding tax consequences with respect to the Bonds.

The opinions expressed herein as to the exclusion from gross income of interest (and original issue discount) on the Bonds are based upon certain representations of fact and certifications made by the District and others and are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

It is possible that subsequent to the issuance of the Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. No assurance can be given that subsequent to the issuance of the Bonds such changes or interpretations will not occur.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

Stradling Yocca Carlson & Rauth

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Rancho Santiago Community College District (the "District") in connection with the issuance of \$_____ of the District's 2013 General Obligation Refunding Bonds (the "Bonds"). The Bonds are being issued pursuant to a Resolution of the District adopted on December 10, 2012 (the "Resolution"). The District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially the District, or any successor Dissemination Agent designated in writing by the District (which may be the District) and which has filed with the District a written acceptance of such designation.

"Holders" shall mean registered owners of the Bonds.

"Listed Events" shall mean any of the events listed in Sections 5(a) and Section (b) of this Disclosure Certificate.

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of California.

SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than 270 days after the end of the District's fiscal year (presently ending June 30), commencing with the report for the 2011-

12 Fiscal Year, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; *provided* that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than 30 days (nor more than 60 days) prior to said date the Dissemination Agent shall give notice to the District that the Annual Report shall be required to be filed in accordance with the terms of this Disclosure Certificate. Not later than 15 Business Days prior to said date, the District shall provide the Annual Report in a format suitable for reporting to the Repository to the Dissemination Agent (if other than the District). If the District is unable to provide to the Repository an Annual Report by the date required in subsection (a), the District shall send a notice to the Repository in substantially the form attached as Exhibit A with a copy to the Dissemination Agent. The Dissemination Agent shall not be required to file a Notice to Repository of Failure to File an Annual Report.

(c) The Dissemination Agent shall file a report with the District stating it has filed the Annual Report in accordance with its obligations hereunder, stating the date it was provided.

SECTION 4. Content and Form of Annual Reports.

(a) The District's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Material financial information and operating data with respect to the District of the type included in the Official Statement in the following categories (to the extent not included in the District's audited financial statements):

(A) State funding received by the District for the last completed fiscal year;

(B) Full time equivalent student counts of the District for the last completed fiscal year;

(C) Outstanding District indebtedness;

(D) Summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the current fiscal year.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the Repository or the Securities and Exchange Commission. If the document included by

reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(b) The Annual Report shall be filed in an electronic format accompanied by identifying information prescribed by the Municipal Securities Rulemaking Board.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in excess of 10 business days after the occurrence of the event:

1. principal and interest payment delinquencies.
2. tender offers.
3. defeasances.
4. rating changes.
5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS Form 5701-TEB).
6. unscheduled draws on the debt service reserves reflecting financial difficulties.
7. unscheduled draws on credit enhancement reflecting financial difficulties.
8. substitution of the credit or liquidity providers or their failure to perform.
9. bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District. For the purposes of the event identified in this Section 5(a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(b) Pursuant to the provisions of this Section 5(b), the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. non-payment related defaults.
2. modifications to rights of Bondholders.
3. optional, contingent or unscheduled Bond calls.

4. unless described under Section 5(a)(5) above, material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

5. release, substitution or sale of property securing repayment of the Bonds.

6. the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

7. Appointment of a successor or additional paying agent with respect to the Bonds or the change of name of such paying agent.

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 5(b) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the District determines that knowledge of the occurrence of a Listed Event under Section 5(b) hereof would be material under applicable federal securities laws, the District shall (i) file a notice of such occurrence with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event or (ii) provide notice of such reportable event to the Dissemination Agent in format suitable for filing with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event. The Dissemination Agent shall have no duty to independently prepare or file any report of Listed Events. The Dissemination Agent may conclusively rely on the District's determination of materiality pursuant to Section 5(c).

SECTION 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a) or Section 5(b), as applicable.

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent (or substitute Dissemination Agent) to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign upon 15 days written notice to the District. Upon such resignation, the District shall act as its own Dissemination Agent until it appoints a successor. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate and shall not be responsible to verify the accuracy, completeness or materiality of any continuing disclosure information provided by the District. The District shall compensate the Dissemination Agent for its fees and expenses hereunder as agreed by the parties. Any entity succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the execution or filing of any paper or further act.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds; and

(d) No duties of the Dissemination Agent hereunder shall be amended without its written consent thereto.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent acts hereunder solely for the benefit of the District; this Disclosure Certificate shall

confer no duties on the Dissemination Agent to the Participating Underwriters, the Holders and the Beneficial Owners. The District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall have no liability for the failure to report any event or any financial information as to which the District has not provided an information report in format suitable for filing with the Repository. The Dissemination Agent shall not be required to monitor or enforce the District's duty to comply with its continuing disclosure requirements hereunder.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: January ____, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of District: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Name of Bond Issue: 2013 General Obligation Refunding Bonds

Date of Issuance: January ____, 2013

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate relating to the Bonds. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By _____ [form only; no signature required]

APPENDIX D

ORANGE COUNTY GENERAL AND ECONOMIC DATA

The following information concerning Orange County is included only for the purpose of supplying general information regarding the community. The Bonds are not a debt of the County.

General

County Organization. The County is a general law county divided into five supervisory districts on the basis of registered voters and population. The County is governed by a five-member Board of Supervisors with each Supervisor serving a four-year term. The chairman is elected by the members of the Board.

County administration consists of fifteen County officers. Seven County officers are elected by a countywide vote to four-year terms: the Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Public Administrator, Sheriff-Coroner and the Treasurer-Tax Collector. The County Executive Officer (the "CEO"), County Counsel, Public Defender, Internal Auditor, Performance Auditor, Office of Independent Review, Clerk of the Board are County officers that are appointed by the Board of Supervisors. The Chief Probation Officer is appointed by the Board of Supervisors with the concurrence of the Presiding Judge of the Orange County Superior Court. The County management team includes department and agency heads appointed by the CEO.

County Services. The County provides a wide range of services to its residents, including police, medical and health services, senior citizen assistance, library services, judicial institutions (including support programs), airport service, roads, solid waste management, harbors, beaches and parks, life guard services and a variety of public assistance programs.

Other services provided by special districts, which are governed by the Board of Supervisors, that provide services to the County are: Orange County Flood Control District, Local Redevelopment Authority and the Orange County Housing Authority.

Certain municipal services are provided by the County, on a contract basis, to some of the thirty-four incorporated cities within its boundaries. This plan is designed to allow cities to contract with the County for municipal services without incurring the cost of creating numerous city departments and facilities. Under the plan, the County provides any or all services to a city at the same level as provided in the unincorporated areas, or at any higher level the city may choose. Services are provided at cost.

Population

A summary of the population estimates of the County and the State for the past eleven years is shown in the following table.

POPULATION ESTIMATES Orange County and the State of California 2001-2011⁽¹⁾

<u>Year</u>	<u>Orange County</u>	<u>California</u>
2001	2,890,353	34,430,970
2002	2,938,436	35,063,959
2003	2,979,989	35,652,700
2004	3,015,950	36,199,342
2005	3,043,669	36,676,931
2006	3,061,535	37,087,005
2007	3,077,656	37,463,609
2008	3,104,046	37,871,509
2009	3,134,858	38,255,508
2010	3,008,855	37,223,900
2011	3,029,859	37,510,766

⁽¹⁾ January 1 data.

Source: California State Department of Finance, Demographic Research Unit. March 2010 Benchmark.

Largest Employers

The following table sets forth the largest employers in the County for 2010.

LARGEST EMPLOYERS Orange County 2010

<u>Name</u>	<u>Number of Employees</u>	<u>Type of Business</u>
University of California, Irvine	20,650	University
Walt Disney Co.	20,000	Entertainment
County of Orange	17,324	Government
St. Joseph Health System	11,965	Health Care
Boeing Co.	8,060	Aeronautics
Bank of America Corporation	6,500	Financial Services
Yum Brands Inc.	6,500	Restaurants
Supervalu Inc.	5,900	Grocery Retail
Kaiser Permanente	5,397	Hospitals
Target Corporation	5,325	Retail

Source: County of Orange Comprehensive Annual Financial Report for the year ending June 30, 2011.

Note: The county's fiscal year 2011 CAFR list of 'largest employers' consists of data from the year 2010.

Labor Force

The following table summarizes the labor force, employment and unemployment figure over the past six years for the County, the State of California and the United States.

LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT Orange County, State of California and the United States 2006-2011⁽¹⁾

	<u>Area</u>	<u>Labor Force</u>	<u>Employment</u>	<u>Unemployment Rate</u>
2006	Orange County	1,601,800	1,547,300	3.4%
	State of California	17,686,700	16,821,300	4.9
	United States	151,428,000	144,427,000	4.6
2007	Orange County	1,609,400	1,547,000	3.9%
	State of California	17,928,700	16,970,200	5.3
	United States	153,124,000	146,047,000	4.6
2008	Orange County	1,617,200	1,532,300	5.3%
	State of California	18,191,000	16,883,400	7.2
	United States	154,287,000	145,362,000	5.8
2009	Orange County	1,588,700	1,447,700	8.9%
	State of California	18,204,200	16,141,500	11.3
	United States	154,142,000	139,877,000	9.3
2010	Orange County	1,580,900	1,429,700	9.6%
	State of California	18,176,200	15,916,300	12.4
	United States	153,889,000	139,064,000	9.6
2011	Orange County	1,603,700	1,464,400	8.7%
	State of California	18,475,000	16,414,900	11.2%
	United States	153,373,000	140,681,000	8.3%

⁽¹⁾ Data is based on annual averages, unless otherwise specified, and is not seasonally adjusted.

Source: U.S. Department of Labor – Bureau of Labor Statistics, California Employment Development Department. March 2010 Benchmark.

Industry Employment

The following table summarizes employment figures by industry for the Santa-Ana-Anaheim-Irvine Metropolitan Division, which is located entirely within the County. Professional and Business Services, Manufacturing and Leisure and Hospitality are the largest employment sectors in the County.

**INDUSTRY EMPLOYMENT AND LABOR FORCE
Santa Ana-Anaheim-Irvine MD
(Orange County)
2007-2011⁽¹⁾**

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Farming	5,000	4,600	3,800	3,800	3,200
Mining and Logging	600	600	500	500	500
Construction	103,100	91,200	74,200	67,100	68,300
Manufacturing	180,400	174,100	154,800	150,200	153,600
Wholesale Trade	86,900	86,700	79,400	77,400	77,900
Retail Trade	161,200	155,600	142,300	140,100	141,600
Transportation, Warehousing and Utilities	28,900	29,300	27,800	26,700	27,500
Information	31,200	30,100	27,300	25,000	23,800
Financial Activities	127,700	113,100	105,100	103,600	103,900
Professional and Business Services	273,300	266,600	240,200	242,800	246,700
Education and Health Services	142,600	150,700	152,100	156,000	158,700
Leisure and Hospitality	172,900	176,400	169,100	168,700	173,200
Other Services	47,400	46,500	42,600	42,400	42,800
Government	<u>159,400</u>	<u>160,800</u>	<u>157,300</u>	<u>152,500</u>	<u>149,600</u>
Total:	1,520,500	1,486,200	1,375,400	1,356,700	1,371,300

⁽¹⁾ Annual averages, unless otherwise specified.

Note: Items may not add to total due to independent rounding.

Source: California Employment Development Department, Labor Market Information Division. March 2010 Benchmark.

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Per Capita Personal Income

Per capita income or income per person is the numerical quotient of income divided by population, in monetary terms. It is a measure of all sources of income in an economic aggregate, such as a country or city. It does not measure income distribution or wealth. The following table summarizes the per capital personal income for the County, the State of California and the United States for the ten years from 2000 through 2009.

PER CAPITA PERSONAL INCOME Orange County, State of California and the United States 2000-2009

<u>Year</u>	<u>Orange County</u>	<u>California</u>	<u>United States</u>
2000	\$38,332	\$33,398	\$30,318
2001	38,827	33,890	31,145
2002	39,767	34,045	31,461
2003	41,641	34,977	32,271
2004	44,086	36,903	33,881
2005	47,141	38,767	35,424
2006	50,997	41,567	37,698
2007	51,877	43,240	39,461
2008	51,877	43,853	40,674
2009	49,020	42,395	39,635

Source: U.S. Bureau of Economic Analysis.

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Building Activity

The following tables show a five-year history of the valuation of building permits issued by the County.

**BUILDING PERMIT VALUATIONS AND PERMITS ISSUED
Orange County
2007-2011**

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Valuation (In \$000's)					
Residential	\$1,792,269	\$1,037,710	\$855,193	\$1,029,406	\$1,236,970
Nonresidential	<u>2,005,197</u>	<u>1,439,121</u>	<u>952,485</u>	<u>1,115,928</u>	<u>1,300,021</u>
Total Valuation ⁽¹⁾	\$3,797,466	\$2,476,831	\$1,807,678	\$2,181,334	2,536,992
 New Dwelling Units (#)					
Single-Family	2,182	1,295	1,376	1,553	1,898
Multi-Family	<u>4,890</u>	<u>1,864</u>	<u>824</u>	<u>1,538</u>	<u>2,909</u>
Total:	7,072	3,159	2,200	3,091	4,807

⁽¹⁾ Total may not add up due to rounding.
Source: Construction Industry Research Board.

Taxable Sales

A six-year history of taxable transactions in the County is shown below.

**TAXABLE SALES
Orange County
2005-2010**

<u>Year</u>	<u>Retail Permits</u>	<u>Total Retail and Food Service Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2005	45,402	\$37,672,834	102,858	\$55,063,246
2006	45,264	39,074,451	102,539	57,202,747
2007	44,093	38,988,227	99,088	57,293,471
2008	45,705	35,768,595	97,612	53,606,829
2009	56,259	31,162,619	90,231	45,712,784
2010 ⁽¹⁾	58,076	23,690,727	92,407	34,828,607

⁽¹⁾ Reflects taxable transactions only through the first three quarters of calendar year 2010.
Source: "Taxable Sales in California (Sales & Use Tax)," California Board of Equalization.

Transportation

The County is situated in the most heavily populated area in California and has easy access to excellent road, rail, air and sea transportation. The Santa Ana Freeway (Interstate 5) provides direct access to downtown Los Angeles and connects with the San Diego Freeway (Interstate 405) southeast of the City of Santa Ana providing a direct link with San Diego. The Garden Grove Freeway (State 22) and Riverside Freeway (State 91) provide east-west transportation, linking the San Diego Freeway, Santa Ana Freeway and the Newport Freeway (State 55). The Newport Freeway provides easy access to the beach communities.

Rail freight service is provided by the Burlington Northern Santa Fe Railway and the Union Pacific Railroad Company. Amtrak provides passenger service to San Diego to the south, Riverside and San Bernardino Counties to the east and Los Angeles and Santa Barbara to the north. Metro Link provides passenger service to San Bernardino and Riverside Counties to the east, Oceanside to the south and Los Angeles County to the north. Bus service is provided by Greyhound Bus Lines. The Orange County Transportation Authority District provides bus service between most cities in the County. Most interstate common carrier truck lines operating in California serve the County.

The John Wayne Airport, which is owned and operated by the County, is located in the County's unincorporated area adjacent to Santa Ana, Costa Mesa, Irvine and Newport Beach. The airport is classified as a medium air traffic hub by the Federal Aviation Administration serving the County and portions of Los Angeles, Riverside, San Bernardino and San Diego Counties. The airport is an origination and destination airport for the short-to-medium haul market. At present, fourteen airlines operate out of the airport, including ten commercial airlines (Alaska, American Continental, Delta, Frontier, Southwest, United, US Airways, US Airways Express (Mesa) and Air Canada). Two commuter lines (Delta Connection – Skywest and United Express – Skywest) and two cargo airlines (FedEx and UPS). Air Canada is the first international airline to fly from the airport (to and from Toronto, Canada). In 2009, the airport served approximately 8.7 million passengers.

Recreation and Tourism

The County is a tourist center in Southern California because of its broad spectrum of amusement parks and leisure, recreational and entertainment activities that it offers. These tourist attractions are complemented by the year-round mild climate in Southern California.

Along the County's Pacific Coast shoreline are five state beaches and parks, five Municipal beaches and five County beaches. There are two small-craft docking facilities in Newport Harbor, a third located at Sunset Beach and a fourth at Dana Point.

Other major recreational and amusement facilities include Disneyland, Knott's Berry Farm and the Spanish Mission of San Juan Capistrano. Also located within the County are the Anaheim Convention Center, the Anaheim Sports Arena, Anaheim Stadium and the Art Colony at Laguna Beach with its annual art festival.

Disneyland occupies 230 acres in the City of Anaheim and is one of the major tourist attractions in the nation. Disneyland opened in 1955.

The Anaheim Convention Center is located adjacent to Disneyland. It is situated on 50 acres, with 12 acres under one roof and is one of the largest convention centers on the West Coast.

\$ _____
**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2013 GENERAL OBLIGATION REFUNDING BONDS**

PURCHASE CONTRACT

January __, 2013

Board of Trustees
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, California 92706

Ladies and Gentlemen:

The undersigned, Kinsell, Newcomb & De Dios, Inc., as representative (the "Representative") of itself, and De La Rosa & Co. (collectively, the "Underwriters"), offers to enter into this Purchase Contract (the "Purchase Contract") with the Rancho Santiago Community College District (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Underwriters. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to us at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Bond Resolution (defined below).

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriters hereby agree to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the District's 2013 General Obligation Refunding Bonds (the "Bonds" or "Refunding Bonds"). The Bonds shall bear interest at the rates, shall mature in the years and shall be subject to redemption as shown on Appendix A hereto, which is incorporated herein by this reference. The Bonds shall be dated the date of delivery thereof and shall be payable as to interest on each March 1 and September 1, commencing March 1, 2013. The Underwriters shall purchase the Bonds at a price of \$_____ (consisting of the principal amount of the Bonds of \$_____, plus original issue premium of \$_____, and less Underwriters' discount of \$_____).

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the District and the Underwriters, (ii) in connection therewith and with the discussion, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are acting solely as principals and not as agents or a fiduciaries of or a financial advisor to the District, (iii) the Underwriters have not assumed (individually or collectively) an advisory or fiduciary responsibility in favor of the District with respect to (x) the offering of the Bonds or the process leading thereto (whether or not

the Underwriters have advised or are currently advising the District on other matters) or (y) any other obligation to the District except the obligations expressly set forth in this Purchase Contract and (iv) the District has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The net proceeds of the Bonds will be used to (i) advance refund portions of the District's outstanding General Obligation Bonds, Election of 2002, Series B (the "Refunded Series B Bonds") and (ii) advance refund portions of the District's General Obligation Bonds, Election of 2002, Series C (the "Refunded Series C Bonds", and together with the Refunded Series B Bonds, the "Refunded Bonds"), pursuant to an Escrow Agreement dated as of January 1, 2013 (the "Escrow Agreement"), by and between the District and Wells Fargo Bank National Association, as escrow bank (the "Escrow Agent"). The net proceeds of the Bonds will be deposited into an escrow fund held pursuant to the Escrow Agreement and invested in certain Federal Securities, as such term is defined therein, the principal of and interest on which shall be used to pay the redemption price of the Refunded Bonds on their first available redemption date, and interest due thereon on and before such date.

2. **The Bonds.** The Bonds shall be dated the date of their delivery. The Bonds shall mature as shown on Exhibit A hereto and shall otherwise be as described in the Official Statement (defined below), and shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on December 10, 2012 (the "Bond Resolution"), and Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act").

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Bond Resolution. The Bonds shall be in book-entry form, bear CUSIP numbers; shall be in fully registered book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"); and shall initially be in authorized denominations of Five Thousand Dollars (\$5,000) principal amount, or any integral multiple thereof.

3. **Use of Documents.** The District hereby authorizes the Underwriters to use, in connection with the offer and sale of the Bonds, this Purchase Contract, the Escrow Agreement, and an Official Statement (defined below), the Bond Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriters in connection with the transactions contemplated by this Purchase Contract.

4. **Public Offering of the Bonds.** The Underwriters agree to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the cover page of the Official Statement and Exhibit A hereto. Subsequent to such initial public offering, the Underwriters reserve the right to change such initial public offering prices or yields as the Underwriters deem necessary in connection with the marketing of the Bonds.

5. **Review of Official Statement.** The Underwriters hereby represent that they have received and reviewed the Preliminary Official Statement with respect to the Bonds, dated December __, 2012 (the "Preliminary Official Statement"), which has been duly authorized and prepared by the District for use by the Underwriters in connection with the sale of the Bonds. The District represents that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s)

and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

The Underwriters agree that prior to the time the final Official Statement (the "Official Statement") relating to the Bonds is available, the Underwriters will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

6. **Closing.** At 8:00 A.M., California Time, on January ____, 2013, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriters (the "Closing"), the District will deliver to the Underwriters, at the offices of The Depository Trust Company ("DTC") in New York, New York, or at such other place as the parties hereto may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel"), in San Francisco, California, the other documents hereinafter mentioned; and the Underwriters will accept such delivery and pay the purchase price set forth in Section 1 in immediately available funds by check, draft or wire transfer to the account or accounts designated by the District and held by Wells Fargo Bank National Association, as Escrow Agent.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriters that:

(a) Due Organization. The District is a community college district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to refund the Refunded Bonds, to enter into this Purchase Contract, the Escrow Agreement, and Continuing Disclosure Certificate (as defined herein), to adopt the Bond Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Escrow Agreement and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract and the Continuing Disclosure Certificate constitute valid and legally binding obligation of the District, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and to the principles of equity relating to or affecting the enforcement of creditors' rights; and; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Contract and the Continuing Disclosure Certificate, the adoption of the Bond Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriters may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) Internal Revenue Code. The District has complied with the requirements of the Internal Revenue Code of 1986 (the "Code"), as amended, with respect to the Bonds.

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate, the Bond Resolution and the Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the collection of *ad valorem* property taxes contemplated by the Bond Resolution and the application thereof to pay the principal of and interest on the Bonds, or, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Escrow Agreement or the Bond Resolution or contesting the powers of the District or its authority with respect to the Bonds, the Bond Resolution or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Contract, the Escrow Agreement or the Bond Resolution, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest on the Bonds from California personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriters, neither the District, nor any person on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(h) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriters shall be deemed a representation and warranty by the District to the Underwriters, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. In accordance with the requirements of the Rule, at or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Certificate with respect to the Bonds (the "Continuing Disclosure Certificate") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall comply with the provisions of the Rule and be substantially in the form attached to the Official Statement in Appendix C. As of the Closing, the District shall not be in default with respect to any continuing disclosure undertakings it may have incurred prior to the date hereof in connection with the delivery or issuance of any debt instruments, bonds, notes, certificates of participation or other municipal obligations.

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of the date hereof and on the Closing Date, the Official Statement (including any supplement thereto) did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriters through a representative of the Underwriters specifically for inclusion therein.

(k) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County of Orange or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Auditor-Controller of the County of Orange a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County of Orange.

8. **Covenants of the District.** The District covenants and agrees with the Underwriters that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriters if and as the Underwriters may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriters, not later than the seventh (7th) business day following the date this Purchase Contract is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriters and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the “Official Statement”) in such quantities as may be requested by the Underwriters not later than five (5) business days following the date this Purchase Contract is signed, in order to permit the Underwriters to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriters to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriters of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District, until the date which is ninety (90) days following the Closing, or until such time (if earlier) as the Underwriters shall no longer hold any of the Bonds for sale;

(e) References. References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriters), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriters and (ii) shall notify the Underwriters promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriters, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriters, at the District’s expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriters, as the Underwriters may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

(1) For purposes of this Agreement, the “End of the Underwriting Period” is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriters no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriters on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriters, the District may assume that the End of the Underwriting Period is the Closing Date.

9. **Representations, Warranties and Agreements of the Underwriters.** The Underwriters represent to and agree with the District that, as of the date hereof and as of the Closing Date:

(a) The Representative is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it.

(b) The Underwriters are in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as the underwriters with respect to securities of the District.

(c) The Underwriters have, and have had, no financial advisory relationship, as that term is defined in the California Government Code Section 53590(c) or MSRB Rule G-32 with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriters have or has had any such financial advisory relationship.

(d) The Underwriters have reasonably determined that the District's undertaking to provide continuing disclosure with respect to the Bonds pursuant to Section 10(e)(11) hereof is sufficient to effect compliance with Rule 15c2-12.

10. **Conditions to Closing.** The Underwriters have entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriters' obligations under this Purchase Contract are and shall be subject at the option of the Underwriters, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriters at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriters; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Bond Resolution, this Purchase Contract, the Escrow Agreement, Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. To the best knowledge of the District, no decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or shall be

pending or threatened which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Preliminary Official Statement and Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriters to enforce contracts for the sale of the Bonds, at the initial offering prices of the Bonds set forth in the Official Statement, shall not have been materially adversely affected in the judgment of the Underwriters (evidenced by a written notice to the District terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds;
or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) legislation enacted by the legislature of the State of California (the "State) or a decision rendered by a Court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(3) the formal declaration of war by Congress or a new major engagement in or escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national emergency that interrupts or causes discord to the operation of the financial markets in the United States for a period of more than 30 days;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange for a period of more than 30 days;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions, including but not limited to those related to trading, settlement, collateral, or margin requirements, not now in force with respect to the Bonds, or obligations of the

general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by or to, or the charge to the net capital requirements of, the Underwriters;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) the withdrawal, downgrading, or change in credit watch status of any rating of the District's outstanding indebtedness by a national rating agency; or

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriters, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriters shall receive copies of the following documents satisfactory in form and substance thereto:

(1) Bond Opinion. (A) An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District in substantially the form set forth in the Preliminary Official Statement and Official Statement as Appendix B; and (B) A reliance letter from Bond Counsel to the effect that the Underwriters can rely upon the opinions described in (e)(1)(A) above;

(2) Defeasance Opinion. A defeasance opinion of Bond Counsel, addressed to the District and the Underwriters, with respect to the effective defeasance of the Refunded Bonds, and including therein an opinion that the Escrow Agreement has been duly authorized and delivered by the District and, assuming due authorization, execution and delivery by the Escrow Agent, is a valid and binding agreement of the District;

(3) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel addressed to the District and the Underwriters dated as of the Closing Date, substantially to the following effect:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bond

Resolution and the Continuing Disclosure Certificate and the opinion of Bond Counsel as to the treatment of interest on the Bonds under California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimate, projections, assumptions or expressions of opinion, information concerning the DTC or its book-entry only system, or information contained in Appendices A and D thereto;

(ii) assuming due authorization, execution and delivery by all the parties thereto, the Continuing Disclosure Certificate and this Purchase Contract have each been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and

(4) Disclosure Counsel Opinion. The opinion of Stradling Yocca Carlson & Rauth, dated the Closing Date and addressed to the District, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriters, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, Appendices A and D thereto, or DTC or its book-entry only system included therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) Certificates. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution, the Escrow Agreement and this

Purchase Contract to be complied with by the District prior to or concurrently with the Closing, and, as to the District, such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement (excluding therefrom information regarding DTC and its book-entry only system) does not contain any untrue statement of a material fact required to be stated therein or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (v) the Bonds being delivered on the date of the Closing to the Underwriters under this Purchase Contract substantially conform to the descriptions thereof contained in the Bond Resolution, and (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading;

(6) Arbitrage. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel;

(7) Rating. Evidence satisfactory to the Underwriters that (i) the Bonds shall have been rated “AA” by Standard & Poor’s Ratings Service, a Standard & Poor’s Financial Services LLC business (“S&P”) and “Aa2” by Moody’s Investors Service (“Moody’s”) (or such other equivalent ratings as such rating agencies may give), and (ii) that any such ratings have not been revoked or downgraded;

(8) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Secretary to or Clerk of the District Board of Trustees to the effect that:

(i) such copies are true and correct copies of the Bond Resolution; and

(ii) that the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(9) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(10) Verification Report. A report and opinion of Causey Demgen & Moore, P.C. with respect to the sufficiency of the Federal Securities, together with the interest and earnings thereon and any cash held uninvested, held under the Escrow Agreement to refund the Refunded Bonds as provided in the Escrow Agreement;

(11) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix C thereto;

(12) Certificate of the Paying Agent. A certificate of the Paying Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriters, substantially to the effect that, to the best of such officer's knowledge, no litigation is pending or threatened (either in state or federal courts) (i) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (ii) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(13) Certificate of the Escrow Agent. A certificate of the Escrow Agent, dated the date of closing, signed by a duly authorized officer of the Escrow Agent, and in form and substance satisfactory to the Underwriters, to the effect that (i) the Escrow Agent has all necessary power and authority to enter into and perform its duties under the Escrow Agreement; (ii) the Escrow Agent has duly authorized, executed and delivered the Escrow Agreement, and, assuming due authorization, execution and delivery by the District, the Escrow Agreement constitutes the valid and binding agreement of the Escrow Agent enforceable against the Escrow Agent in accordance with its terms, except as enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and to the application of equitable principles; (iii) the execution and delivery of the Escrow Agreement and compliance with the provisions thereof have been duly authorized by all necessary corporate action on the part of the Escrow Agent and, to the best knowledge of the Escrow Agent, will not conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, charter, bylaws or any agreement to which the Escrow Agent is subject or by which it is bound; and (iv) no litigation is pending or, to the best knowledge of the Escrow Agent, threatened (either in state or federal courts) against the Escrow Agent in any way contesting or affecting the validity or enforceability of the Bonds or the Escrow Agreement;

(14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriters may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriters as provided in Section 6 herein, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriters under Section 14 hereof.

If the District is unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Contract or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriters at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District

in writing, or if by telephone, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Representative in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriters of their obligations hereunder; and (ii) receipt by the District and the Underwriters of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** To the extent that the transactions contemplated by this Purchase Contract are consummated, the District shall pay (or cause to be paid) costs of issuance of the Bonds from proceeds thereof, including but not limited to the following: (i) the cost of the preparation and reproduction of the Bond Resolution; (ii) the fees and disbursements of Bond Counsel, Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for bond ratings; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent and Fiscal Agent; (vii) the fees of the Escrow Agent; (viii) the fees of the Fiscal Agent (x) the fees of the Verification Agent; (ix) certain expenses of the Underwriter incurred in connection with the issuance and sale of the Bonds, including but not limited to CUSIP fees, ticket charges, clearing and day loan charges, DTC fees and expenses for book running; (x) expenses for travel, lodging, and subsistence related to rating agency visits and other meetings connected to the authorization, sale, issuance and distribution of the Bonds; and (xii) all other fees and expenses incident to the issuance and sale of the Bonds. The District hereby directs the Representative to wire, at the Closing, a portion of the purchase price of the Bonds not-to-exceed \$ _____ to Wells Fargo Bank National Association, as fiscal agent to the District, for the payment of costs of issuance with respect to the Bonds. In the event that following payment of the expenses set forth above, there is any portion remaining, such remaining amount shall be deposited into the debt service fund for the Bonds.

(b) Notwithstanding any of the foregoing, the Underwriters shall pay all out-of-pocket expenses of the Underwriters, including the California Debt and Investment Advisory Commission fee, and other expenses (except those expressly provided above) without limitation, except travel and related expenses in connection with the bond ratings.

(c) Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriters for any costs described in Subsection 12(a)(xii) above that are attributable to District personnel.

13. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706, Attention: Vice Chancellor for Business Operations/Fiscal Services; or if to the Representative, Kinsell, Newcomb & De Dios, Inc., 2776 Gateway Road, Carlsbad, California 92009, Attention: Trennis Wright.

14. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Representative. This Purchase Contract is made solely for

the benefit of the District and the Underwriters (including the successors or assigns of the Underwriters). No person shall acquire or have any rights hereunder or by virtue hereof. All your representations, warranties, agreements and covenants of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriters, (b) delivery of and payment by the Underwriters for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

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16. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Very truly yours,

**KINSELL, NEWCOMB & DE DIOS, INC.,
as Representative of itself, and E. J. De La
Rosa & Co., Inc. as Underwriters**

By: _____
Vice President

The foregoing is hereby agreed to and accepted as of the date first above written:

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By: _____
Chancellor

Accepted at ____ p.m. California Time
This 1st day of March, 2013

APPENDIX A

\$ _____
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2013 General Obligation Refunding Bonds

\$ _____ Serial Bonds			
<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
2013			
2014			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			

⁽¹⁾ Yield to call at par on September 1, 2023.

Redemption Provisions

The Bonds maturing on or before September 1, 20__ are not subject to redemption. The Bonds maturing on or after September 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after September 1, 20__, at a redemption price equal to the principal amount of the Bonds selected for redemption, together with interest accrued thereon to the date of redemption, without premium.

ESCROW AGREEMENT
RELATING TO THE DEFEASANCE OF A PORTION OF

\$119,999,867.25
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series B

\$120,870,328.55
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series C

THIS ESCROW AGREEMENT, dated as of January 1, 2013, by and between the Rancho Santiago Community College District (the "District"), and Wells Fargo Bank, National Association, acting in its capacity as escrow agent (the "Escrow Agent") pursuant to this Escrow Agreement (the "Agreement");

W I T N E S S E T H:

WHEREAS, on March 10, 2005 the County issued on behalf of the District an aggregate principal amount of \$119,999,867.25 original principal amount of Rancho Santiago Community College District (Orange County, California) General Obligation Bonds, Election of 2002, Series B (the "Series B Bonds"); and

WHEREAS, on October 3, 2006 Orange County (the "County") previously issued on behalf of the District, \$120,870,328.55 original principal amount of Rancho Santiago Community College District (Orange County, California) General Obligation Bonds, Election of 2002, Series C (the "Series C Bonds" and together with the Series B Bonds, the "Prior Bonds"); and

WHEREAS, the District did, pursuant to a resolution adopted by the Board of Trustees of the District on December 10, 2012 (the "Resolution"), determine that it is in the District's best interest to issue its 2013 General Obligation Refunding Bonds, (the "Bonds" or "Refunding Bonds") to provide proceeds to refund a portion of the Prior Bonds; and

WHEREAS, in order to accomplish such refinancing it is necessary and desirable for the District to secure payment of debt service on the Prior Bonds to be refunded to redeem and retire such bonds; and

WHEREAS, the District will provide funds necessary to redeem the Series B Bonds maturing on September 1, 2016 (the "Refunded Series B Bonds") on September 1, 2015 and to redeem the Series C Bonds maturing on September 1, 2017 through and including September 1, 2026 (the "Refunded Series C Bonds", together with the Refunded Series B Bonds, the "Refunded Bonds") on September 1, 2016, and to secure payment of the debt service on such Refunded Bonds on and before such dates, through the issuance and sale of the Bonds, such issuance and sale having been authorized pursuant to the Resolution; and

WHEREAS, the District has determined that it is in its best interests and desirable for the Bonds to be issued and for a portion of the proceeds of the Bonds to be applied to the advance refunding of the Refunded Bonds in accordance with the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the District and the Escrow Agent agree as follows:

SECTION 1. Deposit of Moneys.

(a) As used herein, the term "Investment Securities" means the Investment Securities set forth in Schedule A hereto which constitute direct noncallable nonprepayable obligations issued by the United States Treasury. The District hereby deposits with the Escrow Agent \$ _____, which represents \$ _____ net proceeds of the Bonds to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the District and the Escrow Agent in a fund hereby created and established and to be known as the "Escrow Fund" to be applied solely as provided in this Agreement. Such moneys are at least equal to an amount sufficient to purchase the principal amount of Investment Securities set forth in Schedule A hereto.

(b) The Escrow Agent hereby acknowledges receipt of the written opinion of Causey Demgen & Moore, P.C., certified public accountants, dated January __, 2013, relating to the sufficiency of the Investment Securities and cash deposited pursuant hereto to defease the Refunded Bonds (the "Verification Report"), and the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, dated January __, 2013, and relating to this Agreement.

SECTION 2. Use and Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees:

(a) immediately to invest \$ _____ of the moneys described in Section 1(a) hereof in the Investment Securities set forth in Schedule A hereto and to deposit such Investment Securities in the Escrow Fund and to hold \$ _____ uninvested as cash; and

(b) to make the payments required under Section 3(a) hereof at the times set forth in Section 3(a) hereof.

SECTION 3. Payment of Refunded Bonds.

(a) Payment. As the principal of the Investment Securities set forth in Schedule A hereof and the investment income and earnings thereon are paid, the Escrow Agent shall transfer from the Escrow Fund to the paying agent for the Refunded Bonds (the "Paying Agent") amounts sufficient:

(i) to pay the interest on the Refunded Series B Bonds due on and prior to September 1, 2015, to redeem on September 1, 2015 the outstanding principal of the Refunded Series A Bonds at a redemption price equal to 100% of outstanding principal amount; and

(ii) to pay the interest on the Refunded Series C Bonds due on and prior to September 1, 2016, and to redeem on September 1, 2016 the outstanding principal of the Refunded Series B Bonds at a redemption price equal to 100% of outstanding principal amount; and

Such transfers shall constitute the respective payments of the principal of and interest on the Refunded Bonds and redemption price due from the District.

(b) Unclaimed Moneys. Any moneys which remain unclaimed for two years after the date such moneys have become due and payable hereunder shall be repaid by the Escrow Agent to the District and deposited by the District in the Debt Service Fund relating to the Bonds. Any moneys remaining in the Escrow Fund established hereunder after September 1, 2016 (aside from unclaimed monies of the Refunded Bonds) which are in excess of the amount needed to pay owners of the Refunded Bonds payments of principal and interest and redemption premium, if any, with respect to the Refunded Bonds or to pay any amounts owed to the Escrow Agent shall be

immediately transferred by the Escrow Agent to the District and deposited by the District in the Debt Service Fund relating to the Bonds.

(c) Priority of Payments. The holders of each series of the Refunded Bonds shall have a first lien on the moneys and Investment Securities in the Escrow Fund which are allowable and sufficient to pay the corresponding series of Refunded Bonds until such moneys and Investment Securities are used and applied as provided in this Agreement, as verified by the Verification Report. Any cash or securities held in the Escrow Fund are irrevocably pledged only to the holders of the Refunded Bonds.

(d) Termination of Obligation. Upon deposit of the moneys set forth in Section 1 hereof with the Escrow Agent pursuant to the provisions of Section 1 hereof and the simultaneous purchase of the Investment Securities as provided in Section 2 hereof, all obligations of the District with respect to the Refunded Bonds shall cease and terminate, except only the obligation to make payments therefor from the moneys provided for hereunder.

SECTION 4. Performance of Duties. The Escrow Agent agrees to perform the duties set forth herein.

SECTION 5. Reinvestment. Upon written direction of the District, the Escrow Agent may reinvest any uninvested amounts held as cash under this Agreement in noncallable nonprepayable obligations which are direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America provided (i) the amounts of and dates on which the anticipated transfers from the Escrow Fund to the Paying Agent for the payment of the principal of, redemption price of, and interest on the Refunded Bonds will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive the unqualified opinion of nationally recognized municipal bond counsel to the effect that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or the Refunded Bonds, (iii) the Escrow Agent shall receive from a firm of independent certified public accountants a certification that, immediately after such reinvestment, the principal of and interest on obligations in the Escrow Fund will, together with other cash on deposit in the Escrow Fund available for such purposes, be sufficient without reinvestment to pay, when due, the principal or redemption price of and interest on the Refunded Bonds; and (iv) the Escrow Agent shall receive an opinion of nationally recognized bond counsel that such reinvestment is permissible under this Agreement.

SECTION 6. Indemnity. The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of its Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of the Investment Securities, the retention of the Investment Securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Agent's respective successors, assigns, agents and employees or the breach by the Escrow Agent of the terms of this Agreement. In no event shall the District or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby

other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement.

SECTION 7. Responsibilities of the Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities, the retention of the Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities to accomplish the refunding and defeasance of the Refunded Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the “whereas” clauses herein shall be taken as the statements of the District and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the Investment Securities to accomplish the refunding and defeasance of the Refunded Bonds or to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Agent shall incur no liability with respect thereto. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District.

SECTION 8. Substitution of Investment Securities. At the written request of the District and upon compliance with the conditions hereinafter set forth, the Escrow Agent shall have the power to sell, transfer, request the redemption or otherwise dispose of some or all of the Investment Securities in the Escrow Fund and to substitute noncallable nonprepayable obligations (the “Substitute Investment Securities”) constituting direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America. The foregoing may be effected only if: (i) the substitution of Substitute Investment Securities for the Investment Securities (or Substitute Investment Securities) occurs simultaneously; (ii) the amounts of and dates on which the anticipated transfers from the Escrow Fund to the Paying Agent for the payment of the principal of and/or redemption price of and/or interest on the Refunded Bonds will not be diminished or postponed thereby; (iii) the Escrow Agent shall receive the unqualified opinion of nationally recognized municipal bond counsel to the effect that such disposition and substitution would not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds or the Bonds, and that the conditions of this Section 8 as to the disposition and substitution have been satisfied and that the substitution is permitted by this Agreement; and (iv) the Escrow Agent shall receive from a firm of independent certified public accountants a certification that, immediately after such transaction, the principal of and interest on the Substitute Investment Securities in the Escrow Fund will, together with other cash on deposit in the Escrow Fund available for such purpose, be sufficient without reinvestment to pay, when due, the principal or redemption price of and interest on the Refunded Bonds. Any cash from the sale of Investment Securities (including U.S. Treasury Securities) received from the disposition and substitution of Substitute Investment Securities pursuant to this Section 8 to the extent such cash will not be required, in accordance with this Agreement, and as demonstrated in the certification described in (iv) above, at any time for the payment when due of the principal or redemption price of or interest on the Refunded Bonds shall be paid to the District as received by the Escrow Agent free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Agreement. Any other substitution of securities in the Escrow

Fund not described in the previous sentence must satisfy the requirements of this Section 8. In no event shall the Escrow Agent invest or reinvest moneys held under this Agreement in mutual funds or unit investment trusts.

SECTION 9. Irrevocable Instructions as to Notice. The Escrow Agent hereby acknowledges that upon the funding of the Escrow Fund as provided in this Agreement, the receipt of the opinions described in Section 1(b) of this Agreement and the giving of irrevocable instructions to provide notice as provided in the Irrevocable Instructions and Request to Paying Agent and Escrow Agent attached hereto as Schedule B (constituting all of the conditions precedent to the defeasance of the Refunded Bonds), the Refunded Bonds shall be paid in accordance with the terms of each series of Refunded Bonds and all obligations of the District with respect to each series of the Refunded Bonds shall cease and terminate.

SECTION 10. Amendments. This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the District; provided, however, but only after the receipt by the Escrow Agent of an opinion of nationally recognized bond counsel that the exclusion from gross income of interest on the Bonds and the Refunded Bonds will not be adversely affected for federal income tax purposes, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and (iii) to include under this Agreement additional funds, securities or properties. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section 10, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 10. In the event of any conflict with respect to the provisions of this Agreement, this Agreement shall prevail and be binding.

SECTION 11. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which the Refunded Bonds have been paid in accordance with this Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 3(b) of this Agreement.

SECTION 12. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien nor will it assert a lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

SECTION 13. Resignation or Removal of Escrow Agent.

(a) The Escrow Agent may resign by giving notice in writing to the District, a copy of which shall be sent to DTC. The Escrow Agent may be removed (1) by (i) filing with the District an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid, (ii) sending notice at least 60 days prior to the effective date of said removal to DTC, and (iii) the delivery of a copy of the instruments filed with the District to the Escrow Agent or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the District or the holders of 5% in aggregate principal amount of the Refunded Bonds then remaining unpaid.

(b) If the position of Escrow Agent becomes vacant due to resignation or removal of the Escrow Agent or any other reason, a successor Escrow Agent may be appointed by the District. The holders of a majority in principal amount of the Refunded Bonds then remaining unpaid may, by an instrument or instruments filed with the District, appoint a successor Escrow Agent who shall supersede any Escrow Agent theretofore appointed by the District. If no successor Escrow Agent is appointed by the District or the holders of such Refunded Bonds then remaining unpaid, within 45 days after any such resignation or removal, the holder of any such Refunded Bond or any retiring Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. The responsibilities of the Escrow Agent under this Escrow Agreement will not be discharged until a new Escrow Agent is appointed and until the cash and investments held under this Escrow Agreement are transferred to the new Escrow Agent.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. This Agreement shall be construed under the laws of the State of California.

SECTION 17. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the Escrow Agent are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

SECTION 18. Assignment. This Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the District.

SECTION 19. Standard & Poor's. The District agrees to provide Standard & Poor's Ratings Service, a Standard & Poor's Financial Services LLC business (S&P), 55 Water Street, New York, New York 10041, and Moody's Investors Service, 7 World Trade Center at 250 Greenwich Street, New York, New York, 10007, prior notice of each amendment entered into pursuant to Section 10 hereof and a copy of such proposed amendment, and to forward a copy (as soon as possible) of (i) each amendment hereto entered into pursuant to Section 10 hereof, and (ii) any action relating to severability or contemplated by Section 14 hereof.

SECTION 20. Reorganization of Escrow Agent. Notwithstanding anything to the contrary contained in this Agreement, any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Agent is a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Agent without execution or filing of any paper or any paper or further act, if such company is eligible to serve as Escrow Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____
Vice Chancellor for Business Operations/Fiscal
Services

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Authorized Officer

SCHEDULE A

“Investment Securities” are defined to be, and shall be, the United States Treasury Time Deposit Securities, State and Local Government Series securities listed on Exhibit ___ and ___ of the Verification Report.

SCHEDULE B

IRREVOCABLE INSTRUCTIONS AND REQUEST TO
ESCROW AGENT

_____, 2013

Wells Fargo Bank, National Association
707 Wilshire Boulevard, 17th Floor
Los Angeles, California 90017

\$119,999,867.25
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series B

\$120,874,328.55
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series C

Ladies and Gentlemen:

As Escrow Agent and Paying Agent with respect to the Refunded Bonds as defined in that certain Escrow Agreement, dated as of January 1, 2013, between the Rancho Santiago Community College District and Wells Fargo Bank, National Association (the "Escrow Agreement"), you are hereby notified of the irrevocable election of the Rancho Santiago Community College District (the "District") to (i) pay the interest on the Refunded Series B Bonds due on and prior to September 1, 2015, and to redeem on September 1, 2015 the outstanding principal of the Refunded Series B Bonds at a redemption price of 100% of the principal amount thereof to be so redeemed and (ii) pay the interest on the Refunded Series C Bonds due on and prior to September 1, 2016, and to redeem on September 1, 2016 the outstanding principal of the Refunded Series C Bonds at a redemption price of 100% of the principal amount thereof to be so redeemed.

You are hereby irrevocably instructed to give as provided in the Resolution of the Board of Supervisors of the County dated January 11, 2005, notice of redemption of such principal amounts of said Refunded Series B Bonds as are scheduled to be redeemed prior to maturity to the extent such Refunded Series B Bonds have not been otherwise redeemed or purchased by the Escrow Agent prior to such date. Such notices shall be in the forms annexed hereto as Exhibit X.

You are hereby irrevocably instructed to give as provided in the Resolution of the Board of Supervisors of the County dated September 12, 2006, notice of redemption of such principal amounts of said Refunded Series C Bonds as are scheduled to be redeemed prior to maturity to the extent such Refunded Series C Bonds have not been otherwise redeemed or purchased by the Escrow Agent prior to such date. Such notices shall be in the forms annexed hereto as Exhibit X.

You are also hereby irrevocably instructed to file notices of defeasance of the Refunded Bonds with the with the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>.

You are hereby further irrevocably instructed to provide, as soon as practicable, notices to the holders of each series of Refunded Bonds (in the forms annexed hereto as Exhibit Y) that the deposit of investment securities and moneys has been made with you as such Escrow Agent and that you have received a verification report verifying that the projected withdrawals from such escrow have been calculated to be adequate to pay the principal or redemption price of and the interest on said Refunded Bonds outstanding as such become due or are subject to redemption.

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____
Vice Chancellor for Business Operations/Fiscal Services

Receipt acknowledged and
consented to:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Authorized Officer

EXHIBIT X

NOTICE OF REDEMPTION OF

\$119,999,867.25
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series B

Maturity	Interest Rate	Principal Amount	CUSIP*	Original Issue Date	Redemption Price
September 1 2016				March 10, 2003	100%

NOTICE IS HEREBY given to the holders of the outstanding Rancho Santiago Community College District, Orange County, California, General Obligation Bonds, Election of 2002, Series B bonds maturing on September 1, 2016 (the "Refunded Bonds"), that such Refunded Bonds have been called for redemption prior to maturity on September 1, 2015 in accordance with their terms at a redemption price of 100% of the principal amount thereof, together with accrued interest evidenced thereby to September 1, 2015. The source of the funds to be used for such redemption is the principal of and interest on investment securities heretofore deposited with Wells Fargo Bank National Association, as Escrow Agent, together with moneys, if any, heretofore deposited with the Escrow Agent.

Interest on the Refunded Bonds and the redemption price shall become due and payable on September 1, 2013 and after September 1, 2013 interest on such Refunded Bonds shall cease to accrue and be payable.

Holders of the Refunded Bonds will receive payment of the redemption price and accrued interest to which they are entitled upon presentation and surrender thereof at the corporate trust office of Wells Fargo Bank National Association, Minneapolis, Minnesota in the following manner:

First Class/Registered/Certified Mail	Air Courier	In Person
Wells Fargo Bank, N.A. Corporate Trust Operations PO Box 1517 Minneapolis, MN 55480-1517	Wells Fargo Bank, N.A. Corporate Trust Operations N9303-121 Sixth & Marquette Ave. Minneapolis, MN 55479	Wells Fargo Bank, N.A. Northstar East Building 608 2 nd Avenue South – 12 th Fl. Minneapolis, MN 55479

Bondholders presenting their Bonds in person for same day payment **must** surrender their bond(s) by 1:00 PM on the Redemption Date and a check will be available for pickup after 2:00PM. Checks not picked up by 4:30PM will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

IMPORTANT NOTICE

*Neither the Rancho Santiago Community College District, nor Wells Fargo Bank National Association shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Holders.

By Wells Fargo Bank National Association,

as Paying Agent

Date: _____, 2013

NOTICE OF REDEMPTION OF

C-X-1

\$120,874,328.55
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 (Orange County, California)
 General Obligation Bonds, Election of 2002, Series C

Maturity September 1	Rate	Principal Amount	CUSIP*	Original Issue Date	Redemption Price
2017	5.00%	\$2,195,000	752147EW4	October 3, 2006	100%
2018	4.00	1,155,000	752147EX2	October 3, 2006	100%
2019	4.50	3,835,000	752147EY0	October 3, 2006	100%
2020	5.00	4,650,000	752147EZ7	October 3, 2006	100%
2021	4.75	5,600,000	752147PA1	October 3, 2006	100%
2022	5.00	3,035,000	752147FB9	October 3, 2006	100%
2023	4.75	12,080,000	752147FC7	October 3, 2006	100%
2024	4.75	13,480,000	752147FD5	October 3, 2006	100%
2025	4.25	16,365,000	752147FE3	October 3, 2006	100%
2026	4.25	17,705,000	752147FF0	October 3, 2006	100%

NOTICE IS HEREBY given to the holders of the outstanding Rancho Santiago Community College District, Orange County, California, General Obligation Bonds, Election of 2002, Series C Bonds maturing on September 1, 2016 through and including September 1, 2026 (the "Refunded Bonds"), that such Refunded Bonds have been called for redemption prior to maturity on September 1, 2016 in accordance with their terms at a redemption price of 100% of the principal amount thereof, together with accrued interest evidenced thereby to September 1, 2016. The source of the funds to be used for such redemption is the principal of and interest on investment securities heretofore deposited with Wells Fargo Bank National Association, as Escrow Agent, together with moneys, if any, heretofore deposited with the Escrow Agent.

Interest on the Refunded Bonds and the redemption price shall become due and payable on September 1, 2016 and after September 1, 2016 interest on such Refunded Bonds shall cease to accrue and be payable.

Holders of the Refunded Bonds will receive payment of the redemption price and accrued interest to which they are entitled upon presentation and surrender thereof at the corporate trust office of Wells Fargo Bank National Association, Minneapolis, Minnesota in the following manner:

First Class/Registered/Certified Mail	Air Courier	In Person
Wells Fargo Bank, N.A. Corporate Trust Operations PO Box 1517 Minneapolis, MN 55480-1517	Wells Fargo Bank, N.A. Corporate Trust Operations N9303-121 Sixth & Marquette Ave. Minneapolis, MN 55479	Wells Fargo Bank, N.A. Northstar East Building 608 2 nd Avenue South – 12 th Fl. Minneapolis, MN 55479

Bondholders presenting their Bonds in person for same day payment must surrender their bond(s) by 1:00 PM on the Redemption Date and a check will be available for pickup after 2:00PM. Checks not picked up by 4:30PM will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

IMPORTANT NOTICE

*Neither the Rancho Santiago Community College District, nor Wells Fargo Bank National Association shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Holders.

By Wells Fargo Bank National Association,
 as Paying Agent

Date: _____, 2016

EXHIBIT Y

NOTICE OF REFUNDING OF

\$119,999,867.25

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series B

Notice is hereby given to the holders of the outstanding bonds maturing on September 1, 2017 and September 1, 2026 designated Rancho Santiago Community College District, Orange County, California, General Obligation Bonds, Election of 2002, Series B (the "Refunded Bonds") (i) that there has been deposited with Wells Fargo Bank, National Association, as Escrow Agent, moneys and investment securities as permitted by the Escrow Agreement, dated as of January 1, 2013, between Rancho Santiago Community College District and Wells Fargo Bank, National Association as Escrow Agent, (the "Agreement"), the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, shall be sufficient and available (a) to pay the interest with respect to the Refunded Bonds scheduled to be paid on and prior to September 1, 2015, and (b) to redeem the remaining outstanding Refunded Bonds on September 1, 2015 at a redemption price (expressed as a percentage of the principal amount of the Refunded Bonds to be redeemed) equal to 100%; (ii) that the Escrow Agent has been irrevocably instructed to redeem on September 1, 2015 such current interest Refunded Bonds; and (iii) that the Refunded Bonds are deemed to be paid in accordance with Section 3 of the Agreement.

Dated: _____, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent

NOTICE OF REFUNDING OF

\$120,874,328.55

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series C

Notice is hereby given to the holders of the outstanding bonds maturing on September 1, 2017 through and including September 1, 2026 designated Rancho Santiago Community College District, Orange County, California, General Obligation Bonds, Election of 2002, Series C (the "Refunded Bonds") (i) that there has been deposited with Wells Fargo Bank, National Association, as Escrow Agent, moneys and investment securities as permitted by the Escrow Agreement, dated as of January 1, 2013, between Rancho Santiago Community College District and Wells Fargo Bank, National Association as Escrow Agent, (the "Agreement"), the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, shall be sufficient and available (a) to pay the interest with respect to the Refunded Bonds scheduled to be paid on and prior to September 1, 2016, and (b) to redeem the remaining outstanding Refunded Bonds on September 1, 2016 at a redemption price (expressed as a percentage of the principal amount of the Refunded Bonds to be redeemed) equal to 100%; (ii) that the Escrow Agent has been irrevocably instructed to redeem on September 1, 2016 such current interest Refunded Bonds; and (iii) that the Refunded Bonds are deemed to be paid in accordance with Section 3 of the Agreement.

Dated: _____, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent



***\$90,000,000**
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2013 General Obligation Refunding Bonds
(the "Bonds")

Preliminary Terms of Offering

Issuer: Rancho Santiago Community College District (the "District")

Par Amount: \$90,000,000, *preliminary and subject to change*

Sale Date: December 18, 2012 (*expected*)

Dated Date: Date of delivery

Delivery Date: January 10, 2013 (*expected*)

IPD Dates: March 1 and September 1, with the first interest payment on March 1, 2013

PPD Dates: September 1, with payments scheduled in accordance with the Term Structure

Credit Rating: Aa2 (Moody's) / AA (S&P) (*expected*)

Base CUSIP: 752147

Purpose: The Bonds are being issued by the District to (i) advance refund the District's outstanding General Obligation Bonds, Election of 2002, Series B, Current Interest Bonds maturing on September 1, 2016 (the "Refunded Series B Bonds"), (ii) to advance refund the District's outstanding General Obligation Bonds, Election of 2002, Series C Current Interest Bonds maturing on September 1, 2017 through and including September 1, 2026 (the "Refunded Series C Bonds", and together with the Refunded Series B Bonds, the "Refunded Bonds"), and (iii) to pay the costs of issuance associated with the issuance of the Bonds.

Refunding Plan: The net proceeds from the sale of the Bonds shall be deposited with Wells Fargo Bank, National Association, acting as escrow agent (the "Escrow Agent") to the credit of the "Rancho Santiago Community College District 2013 General Obligation Refunding Bonds Escrow Fund" (the "Escrow Fund"). Pursuant to an escrow agreement (the "Escrow Agreement") by and between the District and the Escrow Agent, the majority portion of the amount deposited in the Escrow Fund will be used to purchase certain Investment Securities, as defined in the Escrow Agreement, the principal of and interest on which will be sufficient, together with any monies deposited in the Escrow Fund and held as cash, to enable the Escrow Agent (i) to pay the principal and interest due on the Refunded Series B Bonds on and before September 1, 2015 and (ii) to pay the principal and interest due on the Refunded Series C Bonds on and before September 1, 2016.

Term Structure: The Bonds will be issued as Current Interest Bonds in serial maturities that mature from September 1, 2013 through and including September 1, 2026. Term Bonds are not expected to be incorporated into the offering structure.

Optional Redemption: The Bonds maturing on or before September 1, 2023 are not subject to redemption. The Bonds maturing on or after September 1, 2024 are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after September 1, 2023 at a redemption price equal to the principal amount of the Bonds selected for redemption, together with interest accrued thereon to the date of redemption, without premium.



***\$90,000,000**
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2013 General Obligation Refunding Bonds

Timetable and Responsibilities

November						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21		23	24	25
26	27	28	29	30		

December						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24		26	27	28	29	30
31						

January						
M	T	W	T	F	S	S
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
	22	23	24	25	26	27
28	29	30	31			

* Meetings of the Governing Board take place as indicated in green; however, January meeting is subject to Board approval.

✓	Date	Event	Responsibility
✓	M, 11/19	District provides direction to proceed with document preparation	District, UW
✓	W, 11/21	Credit analyst assigned by each respective rating agency	UW
	M, 11/26	First draft of legal documents distributed	BC, DC, UWC
	T, 11/27	All final drafts of legal documents submitted to the District	BC, DC, UWC
	W, 11/28	All final drafts of legal documents submitted for Board approval	District
	W, 11/28	Submit documents and structure to the rating agencies	UW
	W, 12/5	☎ Teleconference with Moody's – 1.00PM PST (confirmed)	District, UW
	W, 12/5	☎ Teleconference with S&P – 2.15PM PST (confirmed)	District, UW
	M, 12/10	District Board meeting to adopt Bond Resolution and approve audit	District, UW
	T, 12/11	Receipt of bond ratings and write-ups from credit rating agencies	District, UW
	W, 12/12	Print and distribute the Preliminary Official Statement	DC, UW, UWC
	M, 12/17	☎ Teleconference to review indicative pricing/structure	District, UW
	T, 12/18	Price the Refunding Bonds and execute the Purchase Contract	District, UW, UWC
	T, 12/18	Award Treasury bid or subscribe for SLGS for the Escrow Account	District, BA, EA
	F, 12/21	Print and distribute the Final Official Statement	DC, UW, UWC
	W, 1/9	Pre-Closing	All
	Th, 1/10/13	Confirm receipt of escrow securities with the Escrow Agent	EA, UW
	Th, 1/10/13	Close and deliver funds to the Escrow Agent	All
	F, 1/11/13	Deliver debt service schedule to the County	County, UW
	M, 1/14/13	Report on bond sale results to the District Board (if required)	District, UW

District: Rancho Santiago Community College District
 BA: Bidding Agent – Causey Demgen & Moore Inc.
 BC / DC: Bond Counsel / Disclosure Counsel – Stradling Yocca Carlson & Rauth
 County: County of Orange
 EA: Escrow Agent – Wells Fargo Corporate Trust
 UW: Underwriter – Kinsell, Newcomb & De Dios, Inc. and De La Rosa & Co.
 UWC: Underwriter's Counsel – Fulbright & Jaworski LLC

☎ **Teleconference**
866.576.7975
Code: TBD





***\$90,000,000
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2013 General Obligation Refunding Bonds**

Interested Parties List

Issuer

Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
(F) 714.796.3950

- Raúl Rodríguez, Ph.D. – Chancellor 714.480.7450
rodriguez_raul@rscdd.edu
- Peter Hardash – Vice Chancellor – Business Operations / Fiscal Services 714.480.7340
hardash_peter@rscdd.edu
- Adam O’Connor – Assistant Vice Chancellor – Fiscal Services 714.480.7321
oconnor_adam@rscdd.edu
- Linda Melendez
Assistant to the Vice Chancellor – Business Operations / Fiscal Services 714.480.7341
melendez_linda@rscdd.edu

Bond Counsel / Disclosure Counsel

Stradling Yocca Carlson & Rauth
44 Montgomery Street, Suite 4200
San Francisco, CA 94104
(F) 415.283.1442

- David Casnocha, Esq. 415.283.2241
dcasnocha@sycr.com
- Nicholas Heuer, Esq. 415.283.2249
nheuer@sycr.com

Tax Counsel

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660-6401
(F) 949.725.4100

- Carol L. Lew, Esq. 949.725.4237
clew@sycr.com





Underwriters

Kinsell, Newcomb & De Dios, Inc.
2776 Gateway Road
Carlsbad, CA 92009
(F) 760.444.1031

Trennis L. Wright – Vice President 760.444.1009
(C) 858.229.0513
twright@kndinc.com

Richard Eyre – Vice President..... 760.444.1145
(C) 858.699.8595
reyre@kndinc.com

De La Rosa & Co.
10866 Wilshire Blvd.
Penthouse Suite 1650
Los Angeles, CA 90024
(F) 310.207.1995

Raul Amezcua – Principal 310.207.1975
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fguerra@ejdelarosa.com

Ramon Zepeda – Analyst..... 310.207.1975
rzepeda@ejdelarosa.com

Underwriter’s Counsel

Fulbright& Jaworski L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
(F) 213.892.9494

Ann La Morena Rohlin, Esq. – Senior Associate 213.892.9327
arohlin@fulbright.com

Jonathan Guz, Esq. – Associate 213.892.9304
jguz@fulbright.com

David Francis – Law Clerk..... 213.892.9324
dfrancis@fulbright.com





County Treasurer

County of Orange
Treasurer and Tax Collector’s Office
625 N. Ross Street, Building 11, Room G-76
Santa Ana, CA 92702
(F) 714.834.2912

- Paul Gorman – Deputy Treasurer 714.834.2288
pgorman@ttc.ocgov.com
- Paul Cocking – Chief Portfolio Manager..... 714.834.4774
pcocking@ttc.ocgov.com
- Leslie Morales – Jr. Portfolio Manager 714.834.2677
lmorales@ttc.ocgov.com
- Melissa Dobbins – Accountant/Auditor..... 714.834.2913
mdobbins@ttc.ocgov.com

Auditor-Controller

County of Orange
Auditor-Controller – Tax Unit
12 Civic Center Plaza, Room 211
Santa Ana, CA 92702
(F) 714.834.2620

- Frank Davies 714.834.3015
frank.davies@ac.ocgov.com

County Counsel

Office of the County Counsel
County of Orange
10 Civic Center Plaza, Room 407
Santa Ana, CA 92701
(F) 714.834.2359

- John Abbott, Esq. 714.834.4379
john.abbott@coco.ocgov.com



Paying, Escrow & Fiscal Agent

Wells Fargo Bank, N.A.
707 Wilshire Blvd, 17th Floor
MAC E2818-176
Los Angeles, CA 90017
(F) 213.614.3355

Aimee Tabor – Relationship Manager 949.251.4379
aimee.tabor@wellsfargo.com

Wells Fargo Bank
Attn: Paying Agent Services
608 2nd Avenue South, 12th Floor East
MAC N9303-121
Minneapolis, MN 55479
(F) 855.579.4534

Alicia Amato – Account Associate 855.411.2654
payingagentservices@wellsfargo.com

Rating Agencies

Moody’s Investors Service
1 Front Street, Suite 1900
San Francisco, CA 94111
(F) 212.298.6768

Christian Ward – Analyst, Public Finance Group 415.274.1721
christian.ward@moodys.com

Rob Azrin – Analyst, Public Finance Group 212.553.7436
robert.azrin@moodys.com

Standard & Poor’s
State & Local Government Ratings
55 Water Street
New York, NY 10041
(F) 212.438.2156

Daniel Zuccarello 212.438.7414
(C) 646.369.6489
daniel_zuccarello@sandp.com

Sussan Corson 212.438.2014
sussan_corson@sandp.com



Escrow Bidding & Verification Agent

Causey Demgen & Moore Inc.
1125 Seventeenth Street, Suite 1450
Denver, CO 80202
(F) 303.468.8233

Bill Glasso 303.672.9886
wglasso@causeycpas.com

Printer

AVIA Communications, Inc.
2102 Business Center Drive, Suite 130
Irvine, CA 92612-1001
(F) 949.608.9660

Jim Siegel..... 949.253.4141
clientservices@aviacommunications.com

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Consulting Services Agreement - Facilities Planning & Consulting Services	
Action:	Request for Approval	

BACKGROUND

The state Chancellor's Office requires all districts to annually verify and certify space inventory and utilization on all campuses, centers and district facilities, owned and leased, in order to maintain space inventory data on all districts statewide. Space inventory data is used to qualify districts for additional state funded capital outlay projects (capacity load ratios) and for allocations of Scheduled Maintenance, Access Compliance and Hazardous Substances and Asbestos Abatement funds. The state also utilizes district space inventory (square footage) for overall apportionment base funding calculations. The RSCCD has traditionally done cursory space inventory reviews and marginal increases and decreases of space changes. It is now necessary to conduct actual room by room space inventories and appropriately categorize the use of space in accordance with state guidelines and standards.

ANALYSIS

Facilities Planning and Consulting Services (FPCS), Eric Mittlestead, is know in the California community college system as the statewide expert and trainer in space inventory and space utilization. He is currently the Dean of Facilities and Facilities Planning for the College of the Sequoias. He is a consultant to the statewide FUSION database system that maintains the space inventories for all community college districts. He is hired by many districts and architectural firms to conduct space utilization studies and training.

The attached proposal for services is for a not to exceed amount of \$30,000. Reimbursable expenses will be billed at direct cost, with no markup.

RECOMMENDATION

It is recommended that the Board of Trustees approve the consulting services agreement for Facilities Planning & Consulting Services through June 30, 2013 as presented.

Fiscal Impact:	\$30,000 plus reimbursables	Board Date: December 10, 2012
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Facilities Planning and Consulting Services

Eric Mittlestead
Owner

352 Atwood Drive
Exeter, CA 93221

(559) 592-5026
Email: fpacs2004@aol.com

November 20, 2012

Mr. Peter Hardash
Vice Chancellor, Business Operations and Fiscal Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Re: Proposal for Consulting Services at Rancho Santiago Community College District

Dear Mr. Hardash:

Thank you for the opportunity to provide a proposal to provide facilities related consulting services at Rancho Santiago Community College District.

The scope of work and hourly rates are outlined in the second page of this proposal.

Facilities Planning and Consulting Services is prepared to start immediately should the District agree to the terms and conditions.

Thanks again for the opportunity to provide this proposal.

Sincerely,

A handwritten signature in black ink that reads "Eric Mittlestead". The signature is written in a cursive, flowing style.

Eric Mittlestead
CEO
Facilities Planning and Consulting Services

ATTACHMENT A

PROPOSAL FOR CONSULTING SERVICES BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND FACILITIES PLANNING AND CONSULTING SERVICES

This Proposal for Consultant Services ("Proposal") is submitted on this 20th day of November, 2012 to the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ("District"). The provisions of this Proposal are set forth herein.

1. Consultant Services. Consultant Services under the Proposal consist of the following:
 - a. The Consultant will assist the District in the creation of the annual Space Inventory as requested by the District.
 - b. Consultant will assist the District in the creation of the Five Year Scheduled Maintenance Plan, Scheduled Maintenance Project Funding Proposals (PFP's) and Hazardous Substance PFP's as requested and directed by District.
 - c. Consultant will conduct training for District personnel and attend District planning meetings as requested by the District.
 - d. On an as needed basis, Consultant will consult and assist District staff in the preparation of the Five Year Capital Outlay Plan and make recommendations for potential future projects as directed by District.
 - e. Consultant will also assist District with any and all other construction compliance requirements of the California State Chancellors Office as directed and requested by the District.

2. Fees. The Fees for Consultant Services shall be computed on the basis of the following:

\$150 per hour for planning and consulting services provided on or off District property. This agreement shall not exceed **\$30,000** without prior written authorization from the District.

3. Allowable Reimbursable Expenses

Reimbursable expenses will be billed at Consultant's cost. Reimbursable items include, but are not limited to travel expenses, hotel expenses, printing costs, mailing/shipping, presentation materials and postage.



Facilities Planning and Consulting Services

Eric Middlestead
Owner

352 Atwood Drive
Exeter, CA 93221

(559) 592-5026
Email: fpacs2004@aol.com

November 1, 2012

Company Description and Relevant Experience

Description

Facilities Planning and Consulting Services is a sole proprietorship owned and operated by Eric Middlestead. The firm specializes in all aspects of California Community College Capital Outlay, Space Inventory, Scheduled Maintenance and Hazardous Substance Programs. The owner is also the statewide trainer for the FUSION database, which is the mandatory system for California Community College Capital Outlay, Space Inventory, Scheduled Maintenance and Hazardous Substance Programs. In addition, the owner is the current Dean of Facilities and Facilities Planning at the College of the Sequoias in Visalia, California.

Community College Experience

Comprehensive Space Inventories conducted at:

- MiraCosta CCD
- Riverside CCD
- Sequoias CCD

Five Year Capital Outlay Plans created for:

- Hartnell CCD (5 years)
- Kern CCD (7 years)
- MiraCosta CCD (5 years)
- Mt. San Jacinto CCD (3 years)
- Riverside CCD (5 years)
- Sequoias CCD (11 years)
- Yosemite CCD (2 years)
- Antelope Valley CCD (4 years)
- San Bernardino CCD (1 year)
- Solano CCD (1 year)

Initial Project Proposals (IPP's) created for:

- Hartnell CCD – 3 IPP's
- Kern CCD - 35 IPP's
- Riverside CCD - 15 IPP's
- Sequoias CCD - 16 IPP's
- Yosemite CCD 1 IPP
- Mt San Jacinto CCD 8 IPP's
- Antelope Valley CCD 9 IPP's
- MiraCosta CCD 8 IPP's

Final Project Proposals (FPP's) created for:

- Chabot-Las Positas CCD 2 FPP's
- Gavilan CCD - 5 FPP's
- Kern CCD - 7 FPP's
- Mt. San Jacinto CCD 5 FPP's
- Riverside CCD – 7 FPP's
- San Joaquin Delta CCD - 1 FPP
- San Mateo CCD - 2 FPP's
- Sequoias CCD - 8 FPP's
- Antelope Valley CCD - 1 FPP
- Palomar CCD - 1 FPP

General Consulting and Training Provided for:

- Antelope Valley CCD
- Foundation For California Community Colleges
- Gavilan CCD
- Hartnell CCD
- Kern CCD
- MiraCosta CCD
- Mt. San Jacinto CCD
- Riverside CCD
- Sierra CCD
- Solano CCD
- Yosemite CCD
- San Bernardino CCD
- Various Private Architectural Firms

Resume of Work Experience and Qualifications

ERIC J. MITTLESTEAD

352 Atwood Drive
Exeter, CA 93221
Home (559) 592-5026
Office (559) 730-3908

EDUCATION

California State University, Bakersfield

2001 - Earned Masters Degree in Public Administration.

California State University, Bakersfield

1992 to 1994 - 114 units completed toward Bachelor of Science Degree in Nursing.

California State University, Bakersfield

1989 - Earned Bachelor of Science Degree in Physical Education.

EXPERIENCE

College of the Sequoias

Dean, Facilities and Facilities Planning

August 2001 to present

DUTIES: Responsible for providing overall leadership and management of College of the Sequoias Facilities Services department including facilities planning, maintenance, transportation, grounds and custodial services. Effectively manage a multi-million dollar annual operations budget and over 200 million dollars in capital outlay projects. Identify needs and develop the Districts Five-Year Capital Outlay plan, Five-Year Scheduled Maintenance plan and Space Inventory report. Effectively manage the Districts Hazardous Substance and Scheduled Maintenance programs, including developing and submitting annual grant requests to the Community College Chancellors Office. Develop and implement policies and procedures related to the planning, repair and maintenance of college facilities and infrastructure. Coordinate with private sector architects, engineers and construction managers in the design, planning, scheduling and construction of all District capital outlay projects. Participate in a variety of other campus and District committees including the Facilities Committee and the College Council. Develop and maintain a positive working relationship with the collective bargaining units and their members. College of the Sequoias is a 72 year-old campus that enrolls approximately 11,000 students and contains over 70 buildings, totaling more than 632,000 square feet.

**Bakersfield Community College
Interim Director, Facilities and Operations**

August 2000 to July 2001

DUTIES: Responsible for providing effective leadership and management of all Bakersfield College facilities and 51 Facilities and Operations employees including maintenance, transportation, grounds, custodial and event scheduling personnel. Effectively manage a 3.7 million dollar annual operations budget. Provide direct supervision for the Director of Custodial/Grounds Services and the Director of Maintenance and Operations. Develop and implement policies and procedures related to the planning, repair and maintenance of college facilities and infrastructure, including the Facilities and Operations strategic plan, master plan and departmental mission statement. Work directly with District architect in the design, planning, scheduling and overseeing of major capital outlay and deferred maintenance projects, Five-Year construction plan and facilities Space Inventory report. Act as chair of the campus Safety Committee and participate in a variety of other campus and District committees. Coordinate and schedule off campus contractors completing special projects. Bakersfield College is a 60 year-old campus that enrolls over 15,000 students and contains 40 buildings, totaling 750,000 square feet.

**Bakersfield Community College
Director, Plant Operations and Building Trades**

July 1998 to July 2000

DUTIES: Under the direction of the Dean of Facilities and Instructional Technology, develop and implement policies and procedures related to the planning and efficient repair and maintenance of college facilities and equipment. Direct supervision of all maintenance and operations, shipping/receiving and institutional safety employees. Work in conjunction with District architect in the planning, scheduling and overseeing of major capital outlay and deferred maintenance projects. Coordinate and schedule off campus contractors completing special projects. Effectively manage a 2.1 million-dollar annual budget. Manage college energy management, computerized maintenance management and computerized irrigation systems.

**California State University, Bakersfield
Facilities Operations Supervisor**

November 1996 to July 1998

DUTIES: Under direction of the Facilities Management director, develop programs and policies related to the repair and maintenance of university facilities and equipment. Coordinate and schedule in-house work related to HVAC, electrical, plumbing, painting, locksmithing, carpentry and general maintenance. Oversee and direct off campus contractors doing special projects. Prepare Excel, Word and Power Point documents. Manage and program university energy management system (EMS), maintenance management system (MMS) and Watch keep lighting system. Work with the director in managing a 4.9 million dollar annual budget. Other duties include hiring and direct supervision of all engineering and trades workers. Cal State University Bakersfield is a 33-year-old campus that enrolls 10,000 students and contains approximately 30 buildings and 600,000 maintainable square feet.

ACCOMPLISHMENTS

- ◆ Designated Statewide Trainer for FUSION System
- ◆ Member of FUSION Steering Committee
- ◆ Member of ACBO Facilities Task Force
- ◆ Member of Facilities Task Force FPP Streamlining Committee
- ◆ Member of Facilities Task Force Enrollment Projection Update Committee
- ◆ Member of Facilities Task Force Space Standards Update Committee
- ◆ Owner of Facilities Planning and Consulting Services
- ◆ Presented the "Nuts and Bolts" of FUSION at the 2003 CCFC Conference
- ◆ Employee of the year, 1998 at Cal State University, Bakersfield
- ◆ Alternate for 1992 Olympic freestyle wrestling team
- ◆ 1987 NCAA champion (wrestling)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Agreement with Southland Industries for Planning and Energy Analysis	
Action:	Request for Approval	

BACKGROUND:

The District has created a pool of qualified Energy Service Companies (ESCO) for the purpose of improving energy efficiency and ensure the mechanical systems are functioning properly in buildings throughout the District. The District has also entered into an agreement with Southern California Edison and collaborated with the California Community Colleges Energy Efficiency Partnership Program in an attempt to obtain incentives for qualified energy savings programs.

ANALYSIS:

Southland Industries one of the pre-qualified ESCO companies proposes to develop a plan to retro-commission and energy utilization study at the Santiago Canyon College - Science Building. The goal is to reduce energy use and more efficiently control the Heating Ventilation and Cooling (HVAC) system in the buildings. Southland will review existing controls, operations and develop a list of Energy Efficiency Measures (EEMs) to the District for review. All fees and payments to Southland Industries will be paid by Southern California Edison through the California Community Colleges Energy Efficiency Partnership program.

RECOMMENDATION:

It is recommended that the Board of Trustees enter into an agreement with Southland Industries to perform the services as presented .

Fiscal Impact:	N/A	Board Date: December 10, 2012
Prepared by:	Darryl Odum, Director, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

October 16, 2012

Mr. Darryl Odum
Director Construction Services
Rancho Santiago Community College District
2323 North Broadway, Suite 112
Santa Ana, CA 92706

Reference: **Santiago Canyon College – Science Building**
Subject: **Proposal for Retro-Commissioning Plan and Energy Analysis**

Dear Mr. Odum,

Southland is pleased to submit our retro-commissioning plan and engineering analysis proposal for Phase 1 and Phase 2 of the above referenced project. We appreciate the opportunity to provide Southland's exceptional capabilities on this project.

A. SCOPE OF WORK

1. Review the existing science building controls, sequences of operations, design documents, historical utility data and trend data. Conduct an initial interview with science building facilities staff and perform a preliminary walk through of the science building facility.
2. Develop and submit a preliminary list of energy efficiency measures (EEMs) to the building owner/operators for review and comment.
3. Develop an investigation plan for field based interviews, spot checks, logging, trending, and performance testing commensurate with the expected savings for each measure and with the M&V criteria of the Pilot program.
4. Perform field visits and/or discussions with building operators, perform spot checks/measurements and logging, and assist the operator with the implementation of trend points.
5. Analyze baseline data and propose energy saving control strategies along with the requisite controls systems changes and upgrades for the preliminary list of EEMs and any other recommendations identified during the investigation.

6. Estimate energy cost savings and identify ROM costs to implement measures. Develop an ROI by comparing baseline vs. proposed upgrades including available incentives.
7. Develop an Investigation Report, using a template provided by NAM, that identifies recommended measures including EEM scope of work, estimated annual operating cost savings and installation costs, measurement & verification (M&V) approach, preliminary sequences of operation, points list, and performance specifications as required for BAS and control strategy upgrades. The Investigation Report will be submitted to the client, pending review from SCE/NAM.
8. Provide post monitoring using the same trending data established during the investigation process. The post monitoring will last for a period of two to three weeks after completion of the EEM's.
9. Conduct Implementation Kick-Off Meeting with Santiago science building operators and implementation contractors, to discuss recommendations and answer any questions related to the Investigation Report.
10. Provide limited ongoing implementation assistance for identified RCx measures, testing and balancing, and trending by controls contractors, test and balance contractors, or facilities operators as required.
11. Provide post training on system operation in conjunction with EEM contractor equipment specific training. Post training will be limited to 24 hours.

B. QUALIFICATIONS

1. We will be provided with the following information where available:
 - a) Original science building design documents and as-built drawings.
 - b) Science building control shop drawings.
 - c) Science building sequence of operation.
 - d) Major Building Automation System control point trends (for full year if available).
 - e) Facilities maintenance and service logs.
 - f) Science building electric and natural gas utility bills for previous 12 months.
 - g) Science building SCE 15 minute interval demand data for previous 12 months.
 - h) Access to science building for site survey and investigation.
 - i) Access to building automation system to perform control system investigation.
 - j) Operator availability to assist in manipulation of control system during investigation.



- k) Kick-off meeting and implementation assistance estimated not to exceed 24 hours.
- 2. Live cycle cost estimates will be developed utilizing estimated project cost and annual savings.
- 3. Analysis will be performed using calculations tools such as BOA, C-BOA and Microsoft Excel.
- 4. Analysis will be performed using our in-house engineering staff.

C. TERMS AND CONDITIONS

- 1. The fee for the retro-commissioning services described herein is as follows:

Total.....\$34,950.00

- 2. All travel and reproduction costs are included in the proposal.

D. SCHEDULE

- 1. The retro-commissioning and engineering analysis is expected to be completed within twelve (12) weeks from notice to proceed. This includes time for site visits, meetings, engineering analysis and development of investigation report.
- 2. Implementation support is expected to be completed 12-20 weeks after submission of investigative report. During this time, the above mentioned limited support will be provided.
- 3. Following implementation, the Phase III training of facilities staff along with measurement and verification will be performed under separate contract.

E. DELIVERABLES

- 1. Provide four (4) color hard copies and an electronic copy of the final report.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

SOUTHLAND INDUSTRIES

Michael Hollenbeck

Michael Hallenbeck, PE
Associate Principal Engineer

cc: Lance English
Business Development

ATTACHMENT “A” - SCOPE OF WORK

DATA GATHERING AND DOCUMENTATION

- Attend a kick-off meeting with the project team and the Owner immediately after notice to proceed to validate and clearly understand the project vision and goals.
- Obtain the current architectural, mechanical, electrical and control contract drawings.
- Develop an investigation plan for the field survey and engineering investigation.
- Conduct a site visit to examine site conditions, equipment data and obtain additional information.
- Interview facilities staff and operators to gain an understanding of plant and operational concerns.
- Obtain flow, pressure, temperature, power and current readings from Science building equipment.
- Review building automation system trend logs and identify operational and programming issues.

ENGINEERING ANALYSIS AND INVESTIGATIVE REPORT DEVELOPMENT

- Tabulate data gathered during field investigation for engineering analysis
- Identify installation issues that must be corrected for optimal equipment performance.
- Identify maintenance issues that must be corrected for optimal equipment performance.
- Identify sequence of operation deficiencies that prohibit the Science building system from proper operation.
- Identify energy efficiency measures that can be implemented to reduce client Science building utility costs.
- Provide suggested sequence of operation modifications to reduce client energy consumption.
- Provide life cycle cost estimates for identified energy efficiency measures.
- Develop Measurement and Verification plan to validate energy conservation measure savings.

FINAL REPORT

- Summarize the field survey and engineering analysis into an investigative report as follows:
 - Executive Summary
 - Introduction
 - Field Survey & Observations
 - Energy Conservation Measures
 - Life Cycle Cost Analysis
 - Measurement and Verification Plan.
 - Conclusions and Recommendations
 - Appendices
- Provide copies of the report.
- Present the report and findings to the project team and the Owner.

California Community Colleges Energy Efficiency Partnership Program

2010-2012 RCx PROJECT AGREEMENT

Facility Information

Rancho Santiago Community College District / Santiago Canyon College

For Program Administration use only

CUSTOMER NAME

2323 N. Broadway

ADDRESS

Peter Hardash

CONTACT NAME

714-480-7340

PHONE NO.

714-796-3935

FAX NO.

95-2696799

FEDERAL TAX ID NUMBER

Santa Ana, CA

CITY/STATE

Vice Chancellor of Business Operations and Fiscal Services

TITLE

hardash_peter@rsccd.edu

E-MAIL

92706

ZIP CODE

CCC

EXEMPT REASON

TAX STATUS: Corp. Non-Corp. Exempt

Project Information

Santiago Canyon Science Building RCx

PROJECT NAME

Santiago Canyon Science Building

FACILITY

8045 East Chapman Avenue

ADDRESS

Classroom/Lab

BUILDING TYPE

SCE

ELECTRIC UTILITY

65,000

GROSS SQ. FT.

SCG

GAS UTILITY

65,000

CONDITIONED SQ. FT.

Orange, CA

CITY/STATE

FACILITY SIC

92869

ZIP CODE

6/1/13

EST. COMPLETION DATE

Proposed Energy Savings, Demand Reduction, and Incentive Estimate

UPN	Description	Estimated Completion Date	Estimated Project Cost	Qty	kW	kWh	Therms	\$ Amount
	RCx of Science Building	6/1/13	\$50,000	1				

X

SCE Reviewer/Authorized Signature

Date

Estimated Incentive:

\$

PAYMENT INFORMATION:

Please complete this section only if payment is going to someone other than the customer as indicated above.

I am authorizing this payment of my incentive to the third party named below and I understand that I will not be receiving the incentive check from SCE. I understand that my release of the payment to the third party does not exempt me from the requirements outlined in the Project Agreement. I also understand that certain account information, such as account number and rate information, may be used by my vendor as required to resolve any issue pertaining to this incentive.

Payment Information

Name of Company	Company Contact Name	Email
Company Mailing Address	City/State	Zip
Company Telephone Number	Company Fax Number	
Federal Tax ID		

TERMS AND CONDITIONS:

This Agreement is entered into by Southern California Edison (hereafter referred to as "SCE") and CUSTOMER NAME (hereafter referred to as "CUSTOMER"). This Agreement is a one-time offer to provide a financial incentive to the CUSTOMER for participation in the 2010-2012 CALIFORNIA COMMUNITY COLLEGES Energy Efficiency Partnership Program ("Program") pursuant to the terms and conditions contained in this Agreement. This Agreement incorporates by reference the Agreement to Jointly Deliver the 2010-2012 Energy Efficiency Partnership Agreement between the CUSTOMER and SCE, and the Program documents, which shall include the 1) Project Application, 2) 3) Retrocommissioning/Monitoring-Based Commissioning (RCx/MBCx) Guidelines, and [(4) SCE acceptance letter(s) and Incentive estimate(s) based on CUSTOMER'S RCx Application] which have been provided to the CUSTOMER. Should a conflict exist between the main body of this Agreement and the documents incorporated by reference, the documents shall control in the following order: (1) The Master Agreement, (2) the main body of this Agreement, and the 3)Retrocommissioning/Monitoring-Based Commissioning (RCx/MBCx Guidelines) [(4) SCE acceptance letter(s) and Incentive estimate(s) based on County's RCx Application]; Should a conflict exist between an applicable federal, State, or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the documents incorporated by reference, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any conflict or inconsistency concerning this Agreement.

Funding for this Program is limited and was allocated on a first-come, first-served basis to qualified applicants, as approved by the Program's Management Team. The CUSTOMER shall not commence the Project until the complete execution of this Agreement. SCE will deliver an executed copy of this Agreement to the CUSTOMER after acceptance and execution by SCE. SCE reserves the right to modify or cancel the incentive offer provided herein, if the actual system(s) installed differs from the approved Project installation. SCE reserves the right to modify or discontinue this Program without prior notice at its discretion, or by order of the CPUC. Payment of the incentives shall be made to the CUSTOMER only after all program requirements are met. Final incentive payment shall be made to the CUSTOMER upon verification of installation by a Program Representative.

Incentive Calculation: 24 cents/ gross kWh. For PC network software projects, SPC/Express rates will be used.

Incentive Cap:

The following incentive caps apply:

Measure Type	Incentive Cap
Lighting	50% of project cost
Motors/VFDs/Compressors/Others	80% of project cost
HVAC	80% of project cost
Partnership New Construction	Per SBD Policy
RCx	PILOT TO BE CAPPED AT 80% OF PROJECT COST

A project is defined as a measure or group of measures with the same measure type, as categorized above, consistent with the Memorandum of Understanding.

As a special case, PC network software measures will be handled as standalone projects, not bundled with any other measures. SPC/Express rates will be applied to PC network software projects.

Project Completion: Projects shall be completed and verified by Program Representative by December 31, 2012 (unless program is extended through California Public Utilities Commission Order, at which time an extension may be granted).

ELIGIBILITY:

- To be eligible for incentives under the Program, the CUSTOMER'S project proposed herein must be located within SCE's service territory and be a facility retrofit, monitoring-based commissioning (MBCx) or Retro-Commissioning (RCx) project.
- CUSTOMER must install the energy-efficient equipment or system(s) specified which at minimum exceeds the program baseline energy use or a generally-accepted industry standard for energy efficiency.
- Installation of any energy-efficient equipment required for compliance with Title 24 will not qualify for incentives under this Program.
- Energy savings, and incentives based on those savings, will be based on energy efficiency improvements beyond the minimum, currently in effect, Title 24 requirements, where applicable.
- Specific restrictions apply to each energy efficiency system, as outlined in the Program Documents.
- To be eligible for incentives under this Program, CUSTOMER agrees that they will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement, which would exceed the total cost of the project

CUSTOMER AGREES TO:

- Install and operate the proposed Project in accordance with applicable laws, safety standards, and existing governmental regulations or orders.
- Provide SCE with documentation needed to establish the performance of systems selected. CUSTOMER agrees to provide SCE with all documentation necessary for verification of installation and performance of energy efficient systems qualifying for incentives. CUSTOMER agrees that all Project expenditures and incentives claimed by CUSTOMER shall be objectively reasonable.
- Provide manufacturer's specification sheets to SCE prior to the final payment of the incentive. Also, upon request, CUSTOMER agrees to submit vendor and/or contractor invoice(s) to verify that incentive payments will not exceed 50 percent for lighting projects and 80 percent for all others of the total or incremental cost (whichever is applicable) associated with the purchase/installation of the energy efficient technologies.
- Accept as final authority, SCE's determination of the incentive amount.
- Allow SCE and California Public Utilities Commission ("CPUC") representatives' reasonable access to CUSTOMER's project site to inspect and verify installation and operation. CUSTOMER understands that said inspection and verification is not a safety inspection.
- Participate in measurement and evaluation study, if selected. These studies are used to analyze current program performance and improve future program designs. CUSTOMER agrees to fully cooperate with the study team if asked to participate.
- CUSTOMER shall indemnify, defend, and hold harmless SCE, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from 1) injury to persons or property, 2) death, 3) violation of any law or regulation (including those that establish strict liability); so long as such injury, violation, or strict liability is caused by or in any way connected with CUSTOMER'S performance of this Agreement. CUSTOMER shall, at Utility request, provide a defense against any claim covered by this indemnity.
- In no instance shall SCE be liable for any incidental, special, or consequential damages as a result of this Agreement.
- Furthermore, CUSTOMER understands that SCE makes no representations and warranties as to proper installation, product endorsement, technical feasibility, operational capability, and/or reliability of equipment for which incentives are paid. CUSTOMER agrees not to make any such representations and warranties to third parties and agrees to indemnify SCE in the event said representation and warranties are made to third parties. CUSTOMER further acknowledges that any incentive paid is funded through Public Goods Charge and/or Gas Surcharge funds from California ratepayers and that said incentives are intended for the benefit of customers of California utilities.
- CUSTOMER consents to SCE's assignment of all its rights, duties, and obligations under this Agreement ("Duties") to the CPUC or its designee, if requested. Such assignment shall relieve SCE of all Duties arising under this Agreement. Other than such assignment by SCE, neither Party shall assign its right or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, the CUSOMER may be required to provide additional information if requested by SCE.
- CUSTOMER agrees that SCE will receive the energy benefit for which the CUSTOMER incentive is paid, for a period of not less than five years or the rated life of the equipment if that is less than five years. CUSTOMER agrees that if 1) CUSTOMER does not provide SCE with 100 percent of the related benefits specified in the application, for a period of five years from the receipt of the incentive, or 2) the energy benefit to Utility ceases (for example, if CUSTOMER stops using the equipment or no longer pays the Public Goods Charge and/or Gas Surcharge, as the case may be. CUSOMER will return to SCE the prorated portion of the CUSTOMER Incentive dollars based on the actual period of time for which CUSTOMER provided the energy benefit.
- Reporting Requirements. The CUSTOMER shall comply with any request by SCE to ensure compliance with all necessary reporting requirements. In addition, the CUSTOMER shall be responsible for providing all information necessary for SCE to adhere to the reporting requirements set forth by the CPUC. SCE reserves the right to request additional information from the CUSTOMER at any time to facilitate the SCE's reporting requirements.
- In the event that any ruling, decision or other action by the CPUC adversely impacts the Project, as determined at the sole discretion of the SCE, the SCE shall have the right to terminate this Agreement by providing at least ten (10) days' prior written notice to the CUSTOMER setting forth the effective date of such termination.

TAX LIABILITY:

Incentives may be taxable and will be reported by SCE to the IRS unless CUSTOMER qualifies under an exempt status. SCE will report the incentive as income to CUSTOMER on IRS Form 1099 unless CUSTOMER has established that they qualify for an exempt tax status as indicated on this Agreement. CUSTOMER is urged to consult a tax advisor concerning the taxability of incentives. SCE is not responsible for any taxes that may be imposed due to incentive payments.

SCE MAKES NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES REGARDING THE DESIGN, CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN, OR THE BENEFITS TO BE DERIVED FROM THE INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT, OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR APPLICATION. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SCE HAS AUTHORITY TO BIND SCE TO ANY AFFIRMATION, REPRESENTATION, OR WARRANTY UNLESS EXPRESSLY MADE AND AGREED TO IN WRITING BY SCE.

By execution of this Agreement, CUSTOMER certifies that CUSTOMER meets all the Program eligibility requirements and that the information supplied on this Agreement is true and correct. CUSTOMER certifies that CUSTOMER has read and understands the Program Documents and agrees to abide by Program rules and requirements set forth in the Program Documents. To be valid, this Agreement must be signed by all parties.

In witness whereof, the parties have executed this Agreement as of the date last set forth below.

Southern California Edison



SIGNATURE

CUSTOMER'S REPRESENTATIVE (from Above)

TITLE

10/19/17

DATE

SIGNATURE

Mark Wallenrod

SCE REPRESENTATIVE

**Director of Programs and Operations,
Customer Energy Efficiency and Solar**

TITLE

DATE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRCT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Energy Service Companies (ESCO)	
Action:	Request for Approval	

BACKGROUND:

To help implement existing energy conservation policies the district distributed a Request for Qualifications (RFQ) to twelve known Energy Service Companies (ESCO) in order to establish a pool of qualified energy services companies to design central plants and underground utilities replacements and upgrades at both campuses. The twelve ESCOs were selected from a published list of ESCOs provided by the California Energy Commission and other ESCOs known to the selection committee.

ANALYSIS:

The selection committee was thorough in their review of the five respondents that participated in the RFQ. A pool of four Energy Service Companies were chosen from the group of participants for the purpose of improving district facilities, ensuring competitive pricing and increasing energy efficiency. Respondents were rated on twelve questions ranging from credentials related to energy efficiency analysis to experience on projects involving central plant design. From the RFQ a group of Energy Service Companies has been created. The approved companies will now be able to design and build energy efficient improvements to the district under the rules of California Government Code section 4217.10 through 4217.18.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the four highest rated Energy Service Companies, Southland Industries, ACCO Engineered Systems, Siemens, and Chevron Energy Solutions for creation of an ESCO pool to be used by the district for energy conservation projects.

Fiscal Impact:	N/A	Board Date: December 10, 2012
Prepared by:	Darryl Odum, Director, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

EVALUATION OF QUALIFICATIONS
FOR QUALIFIED ENERGY SERVICE COMPANIES



RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Darryl Odum
Director District Construction & Support Services
Rancho Santiago Community College District
2323 North Broadway
Suite 112
Santa Ana, CA 92706-1640

**EVALUATION OF QUALIFICATIONS
ENERGY SERVICE COMPANIES**

ENERGY SERVICE COMPANIES SCORING WORKSHEET

The District is seeking qualified firms to establish a pool of qualified energy service companies in accordance with CA Public Utilities Code 388. Each respondent was provided the Request for Qualifications (RFQ) for Energy Service Providers. Reviewers will rate the respondents statements on the attached score sheet based on the following:

- 1. Rate respondent on credentials related to energy efficiency analysis and life cycle cost analysis. Has respondent demonstrated licensing or certification for energy efficiency analysis and life cycle cost analysis?*
- 2. Rate respondent on experience related to energy efficiency analysis and life cycle cost analysis. Has respondent included a list of specific projects the firm has completed in the past five years (including the project name, owner, dates the period of service, and dollar value of the services performed by the firm)?*
- 3. Rate respondent on credentials related to sustainable construction and/or energy efficiency standards (e.g. Coalition for High Performance Schools and Leadership in Energy and Environmental Design). Has respondent demonstrated licensing or certification for sustainable or energy efficient construction?*
- 4. Rate respondent on experience related to sustainable construction and/or energy efficiency standards. Has respondent included a list of specific projects the firm has completed in the past five years (including the project name, owner, dates the period of service, and dollar value of the services performed by the firm)? Are there five or more references?*
- 5. Rate respondent on experience related to Division of the State Architect approval and administration. Has respondent included a list of specific projects the firm has completed in the past five years (including the project name, owner, dates the period of service, and dollar value of the services performed by the firm) under Division of the State Architect jurisdiction? Are there five or more references?*
- 6. Rate respondent on experience related to Community College Chancellor's Office approval and administration. Has respondent included a list of specific projects the firm has completed in the past five years (including the project name, owner, dates the period of service, and dollar value of the services performed by the firm) under Community College Chancellor's Office jurisdiction? Are there five or more references?*
- 7. Rate respondent on credentials for mechanical systems and central plant design and engineering. Has respondent demonstrated licensing or certification for mechanical systems and central plant design and engineering?*

8. *Rate respondents experience on projects involving central plant design, including all mechanical and electrical systems. Has respondent provided a list of specific projects the firm has completed in the past five years (including the project name, owner, dates the period of service, and dollar value of the services performed by the firm)? Are there five or more references?*
9. *Rate respondents experience on projects involving integration of new equipment and central plant systems with energy management systems and existing related legacy systems. Has respondent included a list of specific projects the firm has completed in the past five years (including the project name, owner, dates the period of service, and dollar value of the services performed by the firm)? Are there five or more references?*
10. *Rate respondents experience on projects comprising HVAC systems for California Community College Districts that the firm has both started and completed. Has respondent included a list of specific projects the firm has completed in the past five years (including the project name, owner, dates the period of service, and dollar value of the services performed by the firm). Are there five or more references?*
11. *Rate respondent on the background, experience and qualifications of all key personnel who will have an active part in providing the services requested. All professionals should be experienced, and if required, licensed, certified, or registered in their areas of expertise. The same specific information as to credentials and experience of the firm.*
12. *Rate respondent on completeness of the response. Have they answered each section completely?*

On the attached sheet, please rate each respondent on a scale of 1 to 10 with 10 being the highest for each of the twelve categories. Total the scores at the bottom section of the rate sheet to determine the total score for each respondent. The four highest scoring respondents will be recommended to the district for inclusion in the Energy Service Providers pool for future RSCCD energy conservation projects.

Thank you for your participation in this vendor selection process.

Sincerely,

Darryl Odum,

Director District Construction and Support Services, Rancho Santiago CCD

Rancho Santiago Community College District Energy Service Provider Bidding Pool

Participating Companies

Company
 ACCO Engineering Systems
 Chevron Energy Solutions
 Johnson Controls Inc.
 Siemens Industry Inc.
 Southland Industries

Contact	E-mail	Phone	Address
Kevin Davis	kdavis@accoes.com	(818) 244-6571	6265 San Fernando Rd. Glendale, CA 91201
Steve Spurgeon	sspurgeon@chevron.com	913-748-8663	12980 Foster Drive, Ste 400 Overland Park, KS 66213
Heather Bennett	heather.guerrero@jci.com	562-594-3315	5770 Warland Drive Cypress, CA 92841
Shaun Ayvazi	Shaun.ayvazi@siemens.com	(714) 816-5114	10775 Business Center Drive Cypress, CA 90630
Jim Horan	JimH@southlandind.com	(714) 901-5800	7421 Orangewood Ave Garden Grove, CA 92841

Non-Participating Companies

Company
 Ameresco
 Compass Energy Solutions
 Enerpath Inc
 Honeywell Bldg & Energy Solutions
 Kinetic Systems Inc.
 Lime Energy
 Onsite Energy Corp.

Contact	E-mail	Phone	Address
Tasha Huang	thuag@ameresco.com	714 - 862-2584	150 Paularino Avenue, suite A120 Costa Mesa, CA 92626
Vance Williams	vwilliams@cesolutionsip.com	(909) 307-1213	301 9th St. Suite 411 Redlands, CA 92374
Jessica Cardenas	jessica@enerpath.com	909-335-1699	1758 Orange Tree Lane Redlands, CA 92374
Mark Boliaris	mark.boliaris@honeywell.com	(714) 562-3000	6 Centerpointe Dr., Ste. 300 LaPalma, CA 90623
Keith Kenner	keith.kenner@kinetics.net	949-502-4852	17905 Sky Park Circle, Suite H Irvine, CA 92614
Burke Ewers	bevers@lime-energy.com	909-394-0230	2247 Lindsay Way Glendora, CA 91740
Paul Harris	pharris@onsiteenergy.com	(760) 585-8895	2701 Loker Ave. West, Suite 107 Carlsbad, CA 92010

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

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of DSA Inspector of Record, Testing & Inspection for Perimeter Site Improvements and Dunlap Hall Elevator Addition at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District is about to commence with construction of Perimeter Site Improvements and the Dunlap Hall Elevator Addition at Santa Ana College. As required for all major construction projects, the District must hire a full-time DSA-certified inspector to insure the project is constructed in accordance with DSA approved plans. A Request for Qualifications was sent to nine (9) qualified firms.

ANALYSIS:

On November 26, 2012, the District received two (2) responses to a Request for Qualifications (RFQ) for certified inspection firms. After reviewing submitted qualifications for similar work experience and references, it is recommended that the District enter into an agreement with TYR I.O.R. to provide DSA mandated inspection services for several projects at Santa Ana College for a period of twenty five (25) months. Their proposal was based on the revised extended construction schedule.

TYR I.O.R. will provide one full-time inspector for twenty five (25) months for an estimated total cost of \$317,000.00 at the hourly rates noted on the attached fee schedule.

RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement with TYR I.O.R. to provide DSA mandated inspection services for the Perimeter Site Improvements and Dunlap Hall Elevator Addition projects at Santa Ana College as presented.

Fiscal Impact:	\$317,000.00 including reimbursables	Board Date: December 10, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



I.O.R. Services
DSA & OSHPD Inspection

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FEE SCHEDULE

PROJECT INSPECTOR	CLASSIFICATION	FULLY BURENED HOURLY RATES
Terry Martin Leonard Cloer Kamel Tadros Michael Agib Mohammed Maybed	DSA Class 1	\$77.00
Upon Request	DSA Class 2	\$67.00
Upon Request	DSA Class 3	\$63.00

The above hourly rates are with and without \$500,000 Professional Liability Insurance coverage.
TYR, Inc. carries a \$2 million Professional Liability policy, in addition to \$1 million Auto Commercial.
Please see attached Insurance Certificates.

An annual increase of 4% will be applied beginning July 2013.

REGULAR TIME:

First eight (8) hours, Monday through Friday, between the hours of 5:00 a.m. & 5:00 p.m.

OVERTIME:

Any work exceeding 8 hours on full day, Saturday, Sunday and any national recognized holiday will be billed as 1 ½ regular time.

Hourly rate is based on onsite inspection only, no minimum charge will apply.

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

To:	Board of Trustees	Date:	December 10, 2012
Re:	Approval of Request For Proposal (RFP) - Geotechnical, Materials Testing and Special Inspections Services at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

On November 14, 2012 the District sent out a Request for Proposals (RFP) for Geotechnical, Materials Testing and Special Inspections Services for two (2) construction projects at Santa Ana College. The District is preparing to start construction of these projects in January, 2013 with an estimated completion date of February 2015. In order to comply with mandatory Division of State Architects ongoing inspections, the District will enter into an agreement with a Geotechnical firm for their services.

ANALYSIS:

The District requested proposals from eight (8) Engineering and Testing firms and received proposals from Ninyo and Moore, Twining Labs, Koury Engineering, Leighton Consulting, Heider Engineering, and Geo-Advantec Inc. All of these firms have extensive experience in Geotechnical Testing and Special Inspection services. Based on a hypothetical condition outlined in the (RFP), a fee schedule of inspections services was submitted by all interested firms. Fees were based on the revised construction schedule. Below is a sum total accounting applied to the theoretical conditions listed in the (RFP).

GEOLOGICAL ENGINEERING FIRMS	SUM TOTAL
Twining Labs	\$17,378.00
Koury Engineering	\$17,498.00
Geo-Advantec Inc	\$16,928.00
Heider Engineering	\$19,828.00
Ninyo & Moore Consultants	\$20,563.00
Leighton Consulting	\$25,292.00

Fees based on the industry standard of (1.5%) of the estimated construction cost of Fourteen Million Dollars (\$14,000,000.00), a review of the projects duration, twenty five (25) months the estimated total for Geological services is Two Hundred and Ten Thousand Dollars (\$210,000.00).

RECOMMENDATION:

It is recommended that the Board of Trustees approve a contract with Geo-Advantec for Geological technical services for the amount of Two Hundred and Ten Thousand Dollars (\$210,000.00) as presented.

Fiscal Impact:	\$210,000.00	Board Date:	December 10, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

Fee Schedule-Prevailing Wage

Project: Santa Ana College Geotechnical/Material Testing and Inspection

		Quantity	\$/hr	Total
A	GEOTECHNICAL TESTING SERVICES			
1	Field monitoring and soils testing	100 hr	73/hr	7300
2	Field Engineer/Pile observation	40 hr	73/hr	2920
3	Soil Technician	100 hr	73/hr	7300
4	Asphalt Compaction Testing	32 hr	73/hr	2336
5	Travel time (for soils technician)	32 hr	30/hr	960
6	Nuclear Gauge Daily Charge	30 days	Waived	0.0
	LABORATORY TESTING			
7	Proctor Maximum Density	4 tests	100/test	400
8	Expansion Index	8 tests	80/test	640
9	Sieve Analysis	4 tests	125/ test	500
10	Sand Equivalent	4 tests	40/ test	160
SUBTOTAL				\$22,516
B	MATERIAL INSPECTION AND TESTING SERVICES			
11	Concrete Inspection	48 hr	70/hr	3360
12	Masonry Inspection	72 hr	74/hr	5328
13	Concrete and Grout - Batch Plant	8 hr	70/hr	560
14	Block Fabrication Plant - Tagging and Sampling	8 hr	70/hr	560
15	Field Technician- Masonry Coring (with equipment)	4	70/hr	280
16	Technician time Specimen/Sample Pick Up	12 trip	5/trip	60
17	Mix Design Review	2	100	200
18	Rebar Bend & tensile Tests #8 and Smaller	6 rebars	25	150
19	Concrete Cylinder Compression Tests	36	17	612
20	Grout Compression Test	2	17	34
21	Mortar Compression Tests	2	17	34
22	Masonry Prism Compression Tests	4	85	340
23	Masonry Block Compressive Strength (CMU Block) Test	4	45	180
24	Masonry Block Absorption (CMU) test	2	35	70
25	Masonry Core Compression Test	2	45	90
26	Final Geotech Verified Report DSA-293	1	500	500
27	Laboratory Verified Report DSA-291	1	500	500
28	Special Inspection Verified Reporting DSA-292	1	100	100
29	Office Engineering review time	8	90/hr	720
30	Geotechnical Engineer Site visit and Document Review	18	125/hr	2250
31	Administrative Office (document handling)	4	250/mth	1000
SUBTOTAL				\$16,928
TOTAL			\$39,444	
32	Minimum Show up time for soils technicians/inspectors	HRS	2 hrs	
33	Minimum Show up time for material special inspectors	HRS	4 hrs	
34	Staff Engineer	\$/hr	\$75	
35	Project Manager- Field Supervisor, Registered Engineer	\$/hr	\$75	
36	Admin	\$/hr	\$50	

Fee Schedule-Prevailing Wage

**Project: Santa Ana College
Geotechnical/Material Testing and Inspection**

Additional Required Tasks / Not listed in the RFP

		Quantity	\$/hr	Total
A	Not Listed Inspection Tasks			
1	Field welding inspection	N/A	74/hr	
2	Shop welding inspection	N/A	74/hr	
3	Fire Proofing Inspection	N/A	74/hr	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	December 10, 2012
Re:	Ratification of Award of Informal Bid #1201 – AT&T Electric and Data Equipment Installation at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

Utility relocation at Santa Ana College Soccer Field requires the moving of utilities along the property line wall adjacent to the Boys restaurant. In compliance with the Uniform Public Construction Cost Accounting Act, Bid #1201 AT&T Electrical and Data Equipment Installation was appropriately advertised and bid invitations were sent to five (5) qualified contractors from the District maintained contractors list. In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the District required bidder possess Class “C-10” Electrical Contractors license.

ANALYSIS:

Bids were opened on October 29, 2012 for AT&T Electrical and Data Equipment Installation as noted on the attached Bid Results form. Four (4) of the five (5) contractors who attended the job walk provided bids. The lowest bidder was declared non-responsive for failure to provide proper bid surety. PMK Professional, Inc. submitted the next lowest responsive bid in the amount of \$58,800.00. Vice Chancellor, Business Operations/Fiscal Services authorized the award of the informal contract to PMK Professional, Inc.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the award of Bid #1201 to PMK Professional, Inc. as noted above and in compliance to Board Policy 3311 as presented.

Fiscal Impact:	\$58,800.00	Board Date:	December 10, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		



Addendum #1 for Bid # 1201 AT&T SCE Electrical and Communication Equipment installation

Southern California Edison & AT&T Infrastructure Installation updated 10-22-12

- The Contractor shall meet the Prevailing Wage provisions providing certified payroll reports to the Owner.
- Contractor shall perform all work as described in the attached Southern California Edison drawings dated 11/28/11, the attached AT&T drawing dated 03/29/11, and the "Preliminary Geotechnical Engineering and Engineering Geology Investigation Report" date stamped June 01, 2011.
- The Contractor shall saw-cut existing A/C pavement as required. The Contractor shall remove demolished A/C paving and wheel stops as required.
- The Contractor shall provide temporary A/C patching as required.
- The Contractor shall allow for one mobilization and one de-mobilization.
- Contractor shall provide temporary power as required to feed two (2) existing commercial restraint facilities and one (2) existing residential facility for a period of 72 hours. Contractor shall coordinate all work with Construction Management and Facility owners.
- The Contractor shall supply all equipment required to perform all excavation and backfilling activities necessary for the completion of this work per the attached drawings specifications, and soils report. Contractor shall compact all back fill in the presences of Owner provided Geotechnical Engineer to a minimum of 90% compaction. The Contactor shall submit the request for Geotechnical Engineer observation to Construction Manager within 48 hours of requested site visit.
- Contractor shall be responsible to export all excess spoils from the Project, the Contractor shall supply the loading, water truck, flag-man, trucking, and dumping of excess spoils off site.
- The Contractor shall coordinate all activities with adjacent Contractor(s) to ensure no disruption to adjacent constriction activities occurs.
- The Contractor shall encase all conduits as called out in the before mentioned attached drawings.
- Prior to commencement of work, Contractor shall perform a pre-Construction meeting with AT&T, So.Cal. Edison, Owner's CM, and adjacent Contractor.



- The Contractor shall install pull rope in all conduit runs. Pull rope shall be ¼" polypropylene or polyethylene rope, braided or twisted. For specifications, approved makes, and suppliers, see UGS GI 040.
- The Contractor shall provide 8'-0" high panelized temporary fencing with wind screen as required to isolate work.
- Contractor shall be responsible for removing abandoned utility poles as indicated in the attached documents.

ADDENDUM #1 "Time Warner" (TW) new services

- **Furnish and install approximately 185'-0" of 2" conduit including (2) 2" sweeps to Edison pole locations and (1) 2" sweep @ property corner transition. Install TW riser conduits up SCE poles for TW overhead services, 30'-0". Include (1) Brooks pull box typical 18"x24"x 2'-0". NOTE: New Time Warner conduits can be joint trenched with AT&T conduits.**

BID RESULTS

BID #1201	PROJECT: AT&T - SCE Electrical and Data Equipment Installation		DUE DATE: Oct. 29, 2012 @ 2:00 pm	
	AMOUNT		AMOUNT	
BIDDER		BIDDER		AMOUNT
Current Electric	\$55,900.00			
PMK Professional Inc.	\$58,800.00			
Hanson Electric	\$64,000.00			
Champion Electric	\$74,500.00			

6.10 (4)

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

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Amendment to the Agreement with HMC Architects for Architectural/Engineering Services for Dunlap Hall at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

HMC has been providing architectural and planning service for the renovation project of Dunlap Hall at Santa Ana College. The Board of Trustees approved two (2) amendments for additional structural engineering services that were not covered in the original proposals. It has been determined that additional tasks are required and the duration of the project exceeds the original timeline, as a result increasing Architectural fees.

ANALYSIS:

The Architect and Engineer have prepared a revised proposal for concrete landing beam repair, additional landscape design, addition civil engineering, and extension of Construction Administration (CA) services through the duration of the project. In order to accommodate the campus academic calendar, the project construction schedule increased from five (5) months to twenty five (25) months. The majority of the additional services are for CA services. The proposal deducts the original CA fees and structures the additional fees at a lower rate into a new twenty five (25) month Work Plan (attached). At 3.1% of the estimated \$7,000,000.00 construction cost, the fees have been determined to fair and reasonable. The original contract amount was \$118,800.00; the revised contract amount is \$304,870.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the HMC proposal for additional services and extend Construction Administration services for Dunlap Hall at Santa Ana College as presented.

Fiscal Impact:	\$215,800.00 Plus reimbursables	Board Date: December 10, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Amendment No. 2

Date: August 21, 2012

Project Name: Rancho Santiago Community College District
Santa Ana College Dunlap Hall Remodel
Additional Services for Beam Repair, Landscape Civil Engineering Modifications
and Extended Construction Administration Services
HMC # 5002011-000

AMENDMENT NO. 2 TO OWNER/ARCHITECT AGREEMENT

That certain Owner/Architect Agreement (Agreement) dated September 9, 2011, by and between Rancho Santiago Community College District (Owner) and HMC Group (Architect), with respect to providing Architectural, Structural and Civil Engineering and Landscape Design Services is hereby amended, modified, and revised as follows:

Scope of Work:

Task #1 - Beam Repair:

In a recent field investigation an existing cracked concrete beam supporting the top level concrete landing of the East stair was discovered. The existing concrete crack extends along the bottom sides of the middle one-third of the beam span. Our work involves two parts:

Part 1: Interim Repair - As part of the Interim Concrete Repair project, we are to develop temporary beam shoring plans. The shoring plan to consist of a structural steel beam and bent plate located directly below the cracked beam, and supported at each end by HSS tubes anchored to the existing concrete columns. This scope is already completed based on a verbal authorization from Alex Oviedo at a June 12, 2012 site meeting.

Part 2: Permanent Repair – This task involves the development of permanent concrete beam repair plans. The concrete beam repair to consist of removal of the existing cracked concrete beam portions, corrosion protection of the existing reinforcing bars to remain, and incorporation of a reinforced concrete encasement. This scope is to be incorporated as part of the Dunlap Hall Addition and Alterations project.

Task #2 - Landscape Design:

The original project scope included minor modifications to the irrigation system and repair to existing turf. The project has since expanded to include a substantial modification of the amphitheater and surrounding planting area west of Dunlap Hall. This work includes demolition of the landscape area and replanting it with turf and additional modification to the irrigation system.

Task #3 - Civil Engineering:

The original project scope anticipated minor modifications to the site extending just a few feet beyond the edge of the new addition. The project has expanded beyond this and includes much of the amphitheater area as well as paving areas to the North and South of the new addition. This has required including a civil engineer to provide demolition and grading plans to accommodate modification to grades, paving and planting areas on three sides of the new addition.

Task #4 - Extended Construction Administration:

The original construction period was planned to be completed over a five month period. As the project developed it was determined that Dunlap Hall must remain in use during the school year with minimal disruption to classroom activities. This requires phasing of construction activities and concentrating much of the work over two summers which extends the construction period from 5 months to 21 months. This will significantly increase the time required for meetings and normal construction administration activities.

Architect's Compensation:

Fee for the additional scope of work listed in Tasks 1 – 4 shall be a fixed fee of Two Hundred and Fifteen Thousand, Eight Hundred Dollars as follows:

Task #1:	\$	8,800
Task #2:	\$	8,400
Task #3:	\$	12,600
Task #4:	\$	<u>186,000</u>
Total	\$	215,800

Reimbursable Expenses:

Reimbursable expenses including costs related to printing, plotting (including 3D plotting) and delivery charges in the interest of the project are in addition to compensation for Basic and Additional Services. These expenses shall be billed by the Architect to the Owner at one and one tenth (1.10) times the expense incurred by the Architect and Architect's Consultants.

HMC Group
3546 Concours Street
Ontario, CA 91764

Rancho Santiago Community College District
2323 North Broadway
Santa Ana CA, 92706



By _____ 8/21/12
Kevin Wilkeson (Date)
Principal
License #C-20601

By _____ (Date)
Peter Hardash
Vice Chancellor, Business/Fiscal

cc: L. Eloff, File-CN-AOA

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Change Order #3, Bid #1179 – Soccer Field and Football Facilities at Santa Ana College	
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 #3.

Change Order #3 increases the contract by \$41,653.30. The revised contract amount is \$5,369,784.72. 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 4.21% 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 #1179 for Los Angeles Engineering Inc., Soccer Field and Football Facilities at Santa Ana College as presented.

Fiscal Impact:	\$41,653.30	Board Date: December 10, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: *New Soccer Field and Football Facilities*

1179 P.O. # P000259
#04-111928

Contractor: *Los Angeles Engineering Inc.*

Change Order No. **3**

Architect: *Westberg-White, Inc.*

Date: *November 19, 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		\$5,152,820.00
Previous Change Orders	\$175,311.42	
This Change Order	\$41,653.30	
Total Change Orders		\$216,964.72
Revised Contract Amount		\$5,369,784.72
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		December 10, 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

Date

CHANGE ORDER

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

Project: <i>New Soccer Field and Football Facilities</i>		Bid No. <i>1179</i>	P.O. # <i>P000259</i>
Contractor: <i>Los Angeles Engineering Inc.</i>		D.S.A. No. <i>#04-111928</i>	
Architect: <i>Westberg-White, Inc.</i>		Change Order No.	
		Date: <i>November 19, 2012</i>	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Bulletin No.14 - Change from 6" block to 8" block at fence post locations.</p> <p><u>REASON:</u> Fence post would not fit in 6" block.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$4,386.30
2.0	<p><u>DESCRIPTION:</u> Bulletin No.12 - Provide Chain Link Fence / Gates at North & South of Football Filed Bleachers</p> <p><u>REASON:</u> To provide a clear delineation of spectators from access to field.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$22,109.00
3.0	<p><u>DESCRIPTION:</u> Bulletin No.22 - Modification of College & 17th Street Intersection - City Plan Coordination with Existing Conditions</p> <p><u>REASON:</u> Revised intersection into College Ave. did not line up with existing striping or sensor loops.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$15,158.00
Sub-Total		\$0.00	\$41,653.30
Total			\$41,653.30

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval to Reject all Bids - Bid #1187 Dunlap Hall Elevator Addition & Handrail at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On November 20, 2012 Bid #1187 was opened for the Dunlap Hall Elevator Addition & Handrail Repair Project at Santa Ana College. Bids ranged from a low of \$7,295,000 to \$9,584,000. The project cost estimate was \$7 million.

ANALYSIS:

The apparent low bidder 2H Construction at \$7,295,000 and the apparent second lowest Bidder Minco Construction at \$7,373,700 requested to be released from their bid for clerical/mathematical errors. The third lowest Bidder USS Cal Builders at \$8,522,000 is \$1.5 million over budget. District staff along with the architects will re-examine the scope of work and cost estimate to rebid.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids in Bid #1187 Dunlap Hall Elevator Addition & Handrail Repairs at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: December 10, 2012
Prepared by:	Darryl Odum, Director, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

BID RESULTS

BID #1187	PROJECT: SANTA ANA COLLEGE ELEVATOR ADDITION & HANDRAIL REPAIR		DUE DATE: Nov. 20, 2012 @ 11:00 am
BIDDER	AMOUNT	BIDDER	AMOUNT
2H Construction 2651 Walnut Ave. Signal Hill, CA 90755	\$7,295,000.00		
Minako Construction dba Minco Construction 522 E. Airline Way Gardena, CA 90248	\$7,373,700.00		
USS Cal Builders 8051 Main Street Stanton, CA 90680	\$8,522,000.00		
Morrillo Construction 227 N. Holliston Ave. Pasadena, CA 91106	\$8, 585,000.00		
R J Daum Construction 11581 Monarch St. Garden Grove, CA 92841	\$9,500,000.00		
DJM Construction 1540 S. Lewis St. Anaheim, CA 92805	\$9, 584,000.00		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Adoption of Resolution No. 12-65 – Electricity for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Dynalectric for Bid #1139, Electricity for the Loop Road Extension 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 Resolution No. 12-65 as well as Exhibit A.

Resolution No. 12-65 and Change Order #6 increases the contract by \$176,865.40. The revised contract amount is \$469,236.61. 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 108.54% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-65, Dynalectric for Bid #1139, Electricity for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$176,865.40	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO DYNALECTRIC
FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO CANYON COLLEGE
LOOP ROAD EXTENSION**

RESOLUTION NO. 12-65

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work for the Loop Road Extension at Santiago Canyon College, (“Project”) to Dynalectric (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including adding conduits and removing light pole/fixture at Chapman entry. These items are more fully described in Exhibit “A”;

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$176,865.40 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 5. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 10th day of December, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 10th day of December, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 10th day of December 2012

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE LOOP ROAD EXTENSION***

CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension	Bid No. 1139	P.O. # 10-BP000229
	D.S.A. No. 04-110594	
Contractor: Dynalectric	Change Order No. 6	
Architect: LPA Inc	Date: November 19, 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		\$225,000.00
Previous Change Orders	\$67,371.21	
This Change Order	\$176,865.40	
Total Change Orders		\$244,236.61
Revised Contract Amount		\$469,236.61
Previous Time Extensions	1 calendar day	
Time Extension - This Change Order	0 calendar day	
Total Time Extensions		1 calendar day
Original Completion Date		September 24, 2011
Revised Contract Completion Date		September 25, 2011
RSCCD Board Approval Date		December 10, 2012

Architect _____ Authorized Signature _____ Date _____

Contractor Name _____ Authorized Signature _____ Date _____

Construction Manager - Seville CS _____ Authorized Signature _____ Date _____

District Inspector _____ Authorized Signature _____ Date _____

Darryl A. Odum _____
Director - District Construction and Support Services _____ Date _____

Assistant Vice Chancellor - Facility Planning _____ Authorized Signature _____ Date _____

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

CHANGE ORDER

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

Project: <i>Santiago Canyon College Loop Road Extension</i>		Bid No. 1139	P.O. # 10-BP000229
Contractor: Dynalectric		D.S.A. No. 04-110594	
Architect: LPA Inc		Change Order No. 6	Date: November 19, 2012
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> CCD 2R1 to provide additional conduits, reference Dynalectric Change Order Request # 34, and for unforeseen conditions, reference Dynalectric Change Order Request # 63. <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> Architect <u>TIME EXTENSION</u> ADDS 0 Calendar Day	\$0.00	\$179,493.26
2.0	<u>DESCRIPTION:</u> Remove light pole / fixture to allow for ADA access at Chapman entry <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> District <u>TIME EXTENSION</u> ADDS 0 Calendar Day	\$0.00	\$372.14
3.0	<u>DESCRIPTION:</u> Deductive change order clear allowance not used on the project, final change order. <u>REASON:</u> <u>REQUESTOR:</u> District <u>TIME EXTENSION</u> ADDS 0 Calendar Day	-\$3,000.00	\$0.00
Sub-Total		-\$3,000.00	\$179,865.40
Total			\$176,865.40

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Adoption of Resolution No. 12-68 – Earthwork for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Southern California Grading for Bid #1151, earthwork for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this contract were required in order to complete the project. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 12-68 as well as Exhibit A.

Resolution 12-68 and Change Order #5 as outlined, increases the contract by \$7,654.52. The revised contract amount is \$352,181.14. District staff was able to negotiate a savings of \$6,937.83. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 47.35% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-68, Southern California Grading for Bid #1151, earthwork for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$7,654.52	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO SOUTHERN
CALIFORNIA GRADING FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE HUMANITIES BUILDING**

RESOLUTION NO. 12-68

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, (“Project”) to Southern California Grading (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including revised grading for ADA access as more fully set forth in Exhibit “A”;

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$7,654.52 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 10th of December, 2012, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 10th day of December, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 10th day of December, 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTLAGO CANYON COLLEGE HUMANITIES BUILDING***

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No.	1151	P.O. # 10-P0014378
	D.S.A. No.	04-110212	
Contractor: Southern California Grading	Change Order No.	5	
Architect: LPA Inc	Date:	November 16, 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		\$238,999.00
Previous Change Orders	\$105,527.62	
This Change Order	\$7,654.52	
Total Change Orders		\$113,182.14
Revised Contract Amount		\$352,181.14
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 4, 2011
Revised Contract Completion Date		September 4, 2011
RSCCD Board Approval Date		December 10, 2012

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1151	P.O. # 10-P0014378
Contractor: Southern California Grading		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 5	
		Date: November 16, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Revised grading for ADA access at the new outdoor classroom area as shown in CCD # 41. Original Cost \$ 14,592.35 Savings \$6,937.83 <u>REASON:</u> Added Scope <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$7,654.52
Sub-Total		\$0.00	\$7,654.52
Total			\$7,654.52

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Adoption of Resolution No. 12-69 – Landscaping for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On June 20, 2011, the Board awarded a contract to Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Humanities Building at Santiago Canyon College. This is the completion contract originally awarded to Sierra Landscape.

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 Resolution 12-69 as well as Exhibit A.

Resolution 12-69 and Change Order #4 as outlined, decreases the contract by \$12,550.65. The revised contract amount is \$446,171.68. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 14.45% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-69, Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$12,550.65	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO TROPICAL
PLAZA NURSERY FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE HUMANITIES BUILDING**

RESOLUTION NO. 12-69

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, (“Project”) to Tropical Plaza Nursery (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was not necessary on the Project (“Change Order”) as more fully set forth in Exhibit “A”;

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is -\$12,550.65 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 10th of December, 2012, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 10th day of December, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 10th day of December 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE HUMANITIES BUILDING***

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1134	P.O. # 12-P0019622
Contractor: Tropical Plaza Nursery, Inc.	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	4	
	Date:	November 16, 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		\$389,823.00
Previous Change Orders	\$68,899.33	
This Change Order	-\$12,550.65	
Total Change Orders		\$56,348.68
Revised Contract Amount		\$446,171.68
Previous Time Extensions	4 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		4 calendar days
Original Completion Date		November 25, 2011
Revised Contract Completion Date		November 29, 2011
RSCCD Board Approval Date		December 10, 2012

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Seville CS Authorized Signature Date

District Inspector Authorized Signature Date

Darryl A. Odum
Director - District Construction and Support Services Date

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1134	P.O. # 12-P0019622
Contractor: Tropical Plaza Nursery, Inc.		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 4	
		Date: November 16, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Credit for synthetic turf following final submittal review and negotiations with Prime Contractor. Original Cost \$30,586.00 Savings \$12,550.65 <u>REASON:</u> Out of Scope <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$12,550.65	
Sub-Total		\$12,550.65	\$0.00
Total			-\$12,550.65

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Adoption of Resolution No. 12-70 – Plumbing for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Construction, Inc. for Bid #1140, plumbing for the Loop Road Extension 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 Resolution 12-70 as well as Exhibit A.

Resolution 12-70 and Change Order #6 as outlined, decreases the contract by \$2,000.00. The revised contract amount is \$157,523.45. 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 98.19% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-70, Interpipe Construction, Inc. for Bid #1140, plumbing for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	-\$2,000.00	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE LOOP ROAD EXTENSION**

RESOLUTION NO. 12-70

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Loop Road Extension at Santiago Canyon College, (“Project”) to Interpipe Contracting, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was not necessary on the Project (“Change Order”). These items are more fully described in Exhibit “A”;

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is -\$2,000.00 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 5. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 10th day of December, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 10th day of December, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 10th day of December 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE LOOP ROAD EXTENSION***

CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension	Bid No. 1140	P.O. # 10-P0014554
	D.S.A. No.	04-110594
Contractor: Interpipe	Change Order No. 6	
Architect: LPA Inc.	Date: November 19, 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		\$79,480.00
Previous Change Orders	\$80,043.45	
This Change Order	-\$2,000.00	
Total Change Orders		\$78,043.45
Revised Contract Amount		\$157,523.45
Previous Time Extensions	4 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		4 calendar days
Original Completion Date		October 5, 2011
Revised Contract Completion Date		October 9, 2011
RSCCD Board Approval Date		December 10, 2012

Architect _____ Authorized Signature _____ Date _____

Contractor Name _____ Authorized Signature _____ Date _____

Construction Manager - Seville CS _____ Authorized Signature _____ Date _____

District Inspector _____ Authorized Signature _____ Date _____

Darryl A. Odum _____
Director - District Construction and Support Services _____ Date _____

Assistant Vice Chancellor - Facility Planning _____ Authorized Signature _____ Date _____

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

CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension

Bid No. 1140

P.O. # 10-P0014554

D.S.A. No. 04-110594

Contractor: Interpipe

Change Order No. 6

Architect: LPA Inc.

Date: November 19, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Deductive change order to clear allowance not used on project</p> <p><u>REASON:</u> Field Condition</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$2,000.00	
	Sub-Total	\$2,000.00	\$0.00
	Total		-\$2,000.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Adoption of Resolution No. 12-71 – Landscaping for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On June 20, 2011, the Board awarded a contract to Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Loop Road Extension 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 Resolution 12-71 as well as Exhibit A.

Resolution 12-71 and Change Order #4 as outlined, decreases the contract by \$2,000.00. The revised contract amount is \$228,624.86. 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 51.61% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-71, Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	-\$2,000.00	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO TROPICAL
PLAZA NURSERY, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE LOOP ROAD EXTENSION**

RESOLUTION NO. 12-71

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for landscaping work at the Loop Road Extension at Santiago Canyon College, (“Project”) to Tropical Plaza Nursery, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was not necessary on the Project (“Change Order”). These items are more fully described in Exhibit “A”;

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is -\$2,000.00 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 5. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 10th day of December, 2012, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 10th day of December, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 10th day of December 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE LOOP ROAD EXTENSION***

CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension	Bid No. 1134	P.O. # 12-P0019623
	D.S.A. No. 04-110594	
Contractor: Tropical Plaza Nursery Inc.	Change Order No. 4	
Architect: LPA Inc	Date: November 19, 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		\$150,798.00
Previous Change Orders	\$79,826.86	
This Change Order	-\$2,000.00	
Total Change Orders		\$77,826.86
Revised Contract Amount		\$228,624.86
Previous Time Extensions	4 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		4 calendar days
Original Completion Date		November 18, 2011
Revised Contract Completion Date		November 22, 2011
RSCCD Board Approval Date		December 10, 2012

Architect _____ Authorized Signature _____ Date _____

Contractor Name _____ Authorized Signature _____ Date _____

Construction Manager - Seville CS _____ Authorized Signature _____ Date _____

District Inspector _____ Authorized Signature _____ Date _____

Darryl A. Odum _____
Director - District Construction and Support Services _____ Date _____

Assistant Vice Chancellor - Facility Planning _____ Authorized Signature _____ Date _____

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

CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension		Bid No. 1134	P.O. # 12-P0019623
Contractor: Tropical Plaza Nursery Inc.		D.S.A. No. 04-110594	
Architect: LPA Inc		Change Order No. 4	
		Date: November 19, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Deductive change order to clear allowance not used on project. Final Change Order <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$2,000.00	
Sub-Total		\$2,000.00	\$0.00
Total			-\$2,000.00

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

To:	Board of Trustees	Date: December 10, 2012
Re:	Adoption of Resolution No. 12-72 – Earthwork for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Southern California Grading for Bid #1151, earthwork for the Loop Road Extension at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this contract were required in order to complete the project. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 12-72 as well as Exhibit A.

Resolution 12-72 and Change Order #6 as outlined, increases the contract by \$8,666.61. The revised contract amount is \$187,061.46. District staff was able to negotiate a savings of \$10,683.80. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 14.39% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-72, Southern California Grading for Bid #1151, earthwork for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$8,666.61	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO SOUTHERN
CALIFORNIA GRADING FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE LOOP ROAD EXTENSION**

RESOLUTION NO. 12-72

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Loop Road Extension at Santiago Canyon College, (“Project”) to Southern California Grading (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including saw cutting and curb removal for project phasing as more fully set forth in Exhibit “A”;

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$8,666.61 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 10th day of December, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 10th day of December, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 10th day of December 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE LOOP ROAD EXTENSION***

CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension	Bid No. 1151	P.O. # 10-P0014382
	D.S.A. No. 04-110594	
Contractor: Southern California Grading	Change Order No. 6	
Architect: LPA Inc	Date: November 19, 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		\$163,527.00
Previous Change Orders	\$14,867.85	
This Change Order	\$8,666.61	
Total Change Orders		\$23,534.46
Revised Contract Amount		\$187,061.46
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 4, 2011
Revised Contract Completion Date		September 4, 2011
RSCCD Board Approval Date		December 10, 2012

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Seville CS Authorized Signature Date

District Inspector Authorized Signature Date

Darryl A. Odum

Director - District Construction and Support Services Date

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services Date

CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension		Bid No. 1151	P.O. # 10-P0014382
Contractor: Southern California Grading		D.S.A. No. 04-110594	
Architect: LPA Inc		Change Order No. 6	
		Date: November 19, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Saw cut and remove curbs by south end of Child Development Center due to District requested phasing. Original Cost \$3,854.41 Savings \$145.08.</p> <p><u>REASON:</u> Field Condition</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$3,709.33
2.0	<p><u>DESCRIPTION:</u> Revised grading changes, reroute of ADA walkways, revised roadway grades, enlarged ADA parking stall per CCD 3R1. Original Cost \$15,496.00 Savings \$10,538.72</p> <p><u>REASON:</u> Field Condition</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$4,957.28
Sub-Total		\$0.00	\$8,666.61
Total			\$8,666.61

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Adoption of Resolution No. 12-73 – Concrete for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension 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 Resolution 12-73 as well as Exhibit A.

Resolution 12-73 and Change Order #6 as outlined, increases the contract by \$4,945.47. The revised contract amount is \$428,319.28. 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 39.08% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-73, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$4,945.47	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO GUY YOCOM
CONSTRUCTION, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE LOOP ROAD EXTENSION**

RESOLUTION NO. 12-73

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Loop Road Extension at Santiago Canyon College, (“Project”) to Guy Yocom Construction, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including concrete foundation due to realignment of walkway. These items are more fully described in Exhibit “A”;

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$4,945.47 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 5. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 10th day of December, 2012, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 10th day of December, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 10th day of December 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE LOOP ROAD EXTENSION***

CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension	Bid No. 1136	P.O. # 10-BP000257
	D.S.A. No. 04-110594	
Contractor: Guy Yocom Construction	Change Order No. 6	
Architect: LPA Inc	Date: November 19, 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		\$307,950.00
Previous Change Orders	\$115,423.81	
This Change Order	\$4,945.47	
Total Change Orders		\$120,369.28
Revised Contract Amount		\$428,319.28
Previous Time Extensions	7 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		7 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 26, 2011
RSCCD Board Approval Date		December 10, 2012

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

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Loop Road Extension		Bid No. 1136	P.O. # 10-BP000257
Contractor: Guy Yocom Construction		D.S.A. No. 04-110594	
Architect: LPA Inc		Change Order No. 6	
		Date: November 19, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Install temporary wooden handrail at existing retaining wall for safety purposes <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$2,002.66
2.0	<u>DESCRIPTION:</u> Concrete foundation for relocated light standard as directed in CCD 3R1 due to realignment of walkway. Original Cost \$3,384.22 Savings \$441.41. <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$2,942.81
Sub-Total		\$0.00	\$4,945.47
Total			\$4,945.47

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Adoption of Resolution No. 12-74 – Concrete for the Athletic/Aquatics Complex at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Athletic/Aquatics Complex at Santiago Canyon College. This is the completion contract originally awarded to Tidwell Concrete.

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 Resolution 12-74 as well as Exhibit A.

Resolution 12-74 and Change Order #8 as outlined, increases the contract by \$18,031.54. The revised contract amount is \$1,168,898.14. 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 26.48% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-74, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Athletic/Aquatics Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$18,031.54	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO GUY YOCOM
CONSTRUCTION, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATICS COMPLEX**

RESOLUTION NO. 12-74

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Athletic/Aquatics Complex at Santiago Canyon College, (“Project”) to Guy Yocom Construction, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including installation of truncated domes and bollards at north side of building to meet ADA requirements. These items are more fully described in Exhibit “A”;

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$18,031.54 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 5. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 10th day of December, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 10th day of December, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 10th day of December 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE ATHLETIC/AQUATICS COMPLEX***

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No.	1136	P.O. # 11-BP000254
	D.S.A. No.	04-109232	
Contractor: Guy Yocom Construction Inc	Change Order No.	8	
Architect: The Austin Company	Date:	November 19, 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		\$924,150.00
Previous Change Orders	\$226,716.60	
This Change Order	\$18,031.54	
Total Change Orders		\$244,748.14
Revised Contract Amount		\$1,168,898.14
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		April 30, 2012
Revised Contract Completion Date		
RSCCD Board Approval Date		December 10, 2012

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

CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1136 P.O. # 11-BP000254

D.S.A. No. 04-109232

Contractor: Guy Yocom Construction Inc

Change Order No. 8

Architect: The Austin Company

Date: November 19, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Labor and material to install truncated domes and bollards at north side of the building per field change directive 69</p> <p>REASON: The sidewalk will not meet the American Disability Act (ADA) code requirements and safety measure precaution</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$14,274.72
2.0	<p>DESCRIPTION: Provide labor and material to pour concrete fill in to existing sidewalk</p> <p>REASON: The existing sidewalk will not meet the American Disability Act (ADA) code requirements</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$3,756.82
Sub-Total		\$0.00	\$18,031.54
Total			\$18,031.54

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

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Architectural Services Agreement with Westberg+White – Phase 1, Central Plant Energy Analysis/Schematic Design Phase at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The 2011 Santiago Canyon College Facilities Master Plan identifies the need to construct a central plant to provide future cooling for almost all campus buildings. A centralized or district cooling plant is a highly effective strategy to reduce the college's energy use and carbon footprint. This study looked at the feasibility of constructing a new central cooling plant for Santiago Canyon College. This same study is just concluding at Santa Ana College.

Central cooling plants utilize a central refrigeration plant with a chilled water distribution system serving the air conditioning systems in each building or facility.

Advantages of a central heating or cooling plant over individual ones for each building or facility in a group include reduced labor cost, lower energy cost, less space requirement, and simpler maintenance. Central cooling plants, using conventional, electrically driven refrigeration compressors, have the advantage of utilizing bulk electric supply at wholesale rates. Additionally, their flexible load factor, resulting from divergent load demands in the various buildings served, results in major operating economies.

ANALYSIS:

The attached proposal from Westberg+White Architects is for a Phase 1 Santiago Canyon College central plant energy analysis and schematic designs necessary to design a central cooling plant operation for the campus. Phase 1 analysis and documentation will define and substantiate the scope of the Design Development Phase 2. The proposed fee for Phase 1 is \$93,000.00 plus a not to exceed reimbursable expense of \$5,000.00. Total fee for the project is \$98,000.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the architect services agreement with Westberg+White for Phase 1, Central Plant Energy Analysis/Schematic Design Phase at Santiago Canyon College as presented.

Fiscal Impact:	\$93,000.00 plus an estimated \$5,000.00 in reimbursables	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



WESTBERG + WHITE
ARCHITECTS AND PLANNERS

July 10, 2012

Peter Hardash, Vice Chancellor
Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92780

Attn: Mr. Peter Hardash, Vice Chancellor

RE: Phase 1 Central Plant Energy Analysis/Schematic Design Phase,
Santiago Canyon College

Dear Peter,

Westberg+White is pleased to submit our proposal for the Central Plant Energy Analysis/Schematic Design Phase. W+W and our consultant team have been working closely with the District and District representatives to obtain the information need to develop the new central plant and associated campus infrastructure. After meeting with the team to define the scope, it was agreed that the first phase should be focused on the development of a comprehensive analysis to define and substantiate the scope of the second phase/Design Development Documentation. This analysis will also include a probable cost of construction and schedule for the entire project.

The 2011 Facilities Master Plan, "2011 FMP", for Santiago Canyon College is based on the College's 2007-2012 Educational Master Plan and addresses the current needs and future needs based on projected enrollment of 12,934 students. The 2011 Facilities Master Plan includes recommendations for future development, including renovations and replacement of facilities and site improvements. The new construction projects include; Fine Arts & Performing Arts Building, Student Services Building, Observatory, Student Center Building, and Instructional Building.

All of the existing buildings have their own dedicated Heating, Ventilation & Air-conditioning system.

In order to maximize the overall campus energy savings and reduce the annual energy costs associated with the existing and future, HVAC systems, Santiago Canyon College would like to explore the feasibility of a Centralized HVAC system in the form of a main central cooling plant to serve the cooling needs of the campus.

The following proposal will outline the scope and methodology of such a feasibility study.

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

14471 Chambers Road, Suite 210 Tustin, CA 92780-6964 (714) 508-1780 Fax (714) 508-1790

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1.0 Scope of Engineering Services

1.1 Base Line Energy Consumption.

Base line energy consumption of the existing HVAC systems is the foundation of a sound sustainable energy plan. The following outlines the methodology of establishing the base line energy consumption of the existing HVAC.

- A. Establish the actual overall current campus energy consumption.
- B. Calculate the actual current utility rates for electricity and gas.
- C. Identify the status of all existing buildings. (Some of the existing buildings are scheduled for replacement as part of the master plan study).
- D. Identify all HVAC equipment serving each building.
- E. Calculate the energy consumption of the HVAC system for each building.
- F. Calculate the overall energy consumption of HVAC systems serving all buildings and its percentage of the overall campus energy consumption.

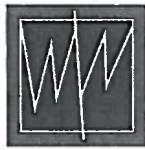
1.2 Building Heating/Cooling Load

- A. Identify the list of all existing buildings which will be connected to the new central plant.
- B. Study the existing HVAC system of each building identified in paragraph 2.2-A.
- C. Calculate the overall heating and cooling load for each building identified in paragraph 2.2-A.

1.3 Building HVAC system Conversion

The existing HVAC systems serving the campus are decentralized systems. Each building is being served by its own dedicated system, ranging from 4-pipe fan coil to packaged rooftop gas-electric units. Connecting these buildings to the new central plant will require some modification to the existing HVAC systems; also a few of the buildings have been constructed or retrofitted recently. Therefore the cost benefit of such conversions should be studied and evaluated on a building by building basis.

- A. Study the feasibility of HVAC system conversion of each building identified in paragraph 2.2-A.
 1. Preliminary selection of proposed HVAC equipment replacement for building conversion.
 2. Prepare preliminary cost estimate associated with HVAC system conversion.
 3. Calculate the energy consumption of the proposed HVAC system identified in paragraph 2.3-A.1.
 4. Calculate the simple payback for each building conversion.
- B. Identify the final list of buildings which will be connected to central plant based on paragraph 2.3-A.



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1.4 Central Plant Option

There are several different types of central plant systems available to choose from. Following is the list of central plant options and the methodology which will be examined.

- A. Conventional Air-Cooled Central Cooling Plant.
- B. Conventional Water-Cooled Central Plant.
- C. Central Plant with Thermal Energy Storage.
 - 1) Ice Storage.
 - 2) Chilled water Storage.
 - 3) Full-Load Thermal Energy Storage.
 - 4) Part-Load Thermal Energy Storage.
 - 5) Prepare cost estimates associated with HVAC system conversion.

1.5 Selection of Central Plant

In order to maximize the energy and energy cost savings associated with a new central plant system, each central plant option as outlined in paragraph 2.4 should be studied and compared based on the total savings and initial capital cost. Following is the methodology of selecting the new central plant:

- A. Calculate the capacity of the new central plant.
 - 1. Create the energy model for all buildings identified in paragraph 2.3-B.
 - 2. Estimate the heating / cooling load requirements of the future buildings as identified in the Master Plan.
 - 3. Create the associated energy model for buildings identified in paragraph 2.5-A.2.
- B. Create overall energy model of the campus including all the buildings in paragraph 2.3-B and central plant options listed in section 2.4.
- C. Compare the feasibility of different types of central plants indicated in paragraph 2.4.
 - 1. Calculate the total energy and energy cost saving of each central plant and all associated buildings (6-options) vs. the existing HVAC systems.
 - 2. Prepare preliminary cost estimate for each central plant option.
- D. Calculate the simple payback of each central plant option.
- E. Select the most efficient option based on total energy / energy cost savings and payback period.

1.6 Deliverables

- A. Our team proposes to perform the service mention within this proposal in 45 business days. This is with the assumption that the District plan room and access to campus buildings are readily available.
- B. Base line energy consumption of the HVAC systems.
- F. Current utility rates.
- G. List of all HVAC equipment serving the buildings in the scope of work.
- H. Energy calculations of existing HVAC equipment for each building in the scope of work.

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14471 Chambers Road, Suite 210 Tustin, CA 92780-6964 (714) 508-1780 Fax (714) 508-1790

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- I. Building HVAC systems conversion.
- J. Central Plant options.
- K. Central Plant selection. Provide cost estimate for all HVAC conversions, infrastructure and new construction
- L. Coordinate with District and College for the development of a comprehensive project schedule that will outline sequencing of activities, phasing and construction schedule
- M. Provide cost estimate for all HVAC conversions, infrastructure and new construction.

2.0 Work and Services Not Included

2.1 Services not included in the scope of work:

- A. Any and all design work including but not limited to the design of central plant, and / or building HVAC system conversions.
- A. Meeting with governing jurisdictions including DSA.

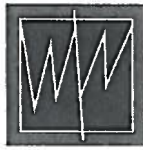


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ATTACHMENT "A"
Supplemental Services

The following will be considered Supplemental Services and are not included in basic fee:

1. Services after owner's approval of scope of services.
2. Services to make measured drawings of or to investigate existing conditions or facilities to verify the accuracy of drawings or other information furnished by The Client.
3. Services to prepare documents out of sequence.
4. Services to prepare documents for design of central plant or building conversions or any design work not included in the scope of work of this proposal.
5. Consultation concerning of any work not included in the scope of work of this proposal.
6. Services resulting from the award of more than one prime contractor.
7. Engineering services for the design of site wet utilities.
8. Services or consultation after completion of the services indicated in this proposal.
9. Preparation of Record Drawings.
10. Preparing to serve or serving as a consultant or witness for Client or District in any litigation, arbitration, mediation, public hearing or other legal or administrative proceeding involving the Project.



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ATTACHMENT "B"
Santiago Canyon College Central Plant Building List

SANTIAGO CANYON COLLEGE CENTRAL PLANT BUILDING LIST

Existing Buildings					
Building	GSF	Year Built	To Remain	Connect to CP	HVAC Conversion
Building "A"	23,291	1980	MAYBE	MAYBE	YES
Building "B"	22,496	1980	MAYBE	MAYBE	YES
Building "C" - Child Development Center	6,102	1991	YES	MAYBE	MAYBE
Building "D"	42,508	1991	YES	YES	YES
Learning Resource center	39,900	2006	YES	YES	YES
Student Services Building	37,034	2004	YES	YES	YES
Science Center	57,372	2010	YES	YES	YES
Plant Operations Building	10,000	2010	YES	YES	YES
Existing To Remain Totals:	300,018				
Proposed New Construction:					
Building	Proposed GSF			Connect to CP	HVAC Conversion
Performing Arts	51,800			YES	NA
Science Building	37,306			YES	NA
Student Services	55,000			YES	NA
Student Center/Instructional Building	70,000			YES	NA
Instructional Building	20,000			YES	NA
Central Plant					
Proposed New Construction Totals:	234,106				

Peter, if you are in agreement with the information provided, please authorize us to begin by signing the enclosed agreement return the original for our files, we can also wait for a Purchase Order from you office. Westberg+White and our consultant team look forward to providing our services and continuing our business relationship with RSCCD. Please don't hesitate to me if you have any questions or need further information.

Sincerely,
Westberg+White Architects

Gregory G. Beard
Principal

Cc: Ron Beeler, FPPS
Paul Westberg, Westberg+White

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

14471 Chambers Road, Suite 210 Tustin, CA 92780-6964 (714) 508-1780 Fax (714) 508-1790

SAN DIEGO SANTA MARIA



WESTBERG + WHITE
ARCHITECTS AND PLANNERS

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

Between the Client:

Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92780

and the Architect:

Westberg + White
14471 Chambers Rd. Suite 210
Tustin, CA 92780

Paul Westberg CA License # C11045

Location: Santiago Canyon College

Scope of Work: Phase 1 Central Plant Energy Analysis/Schematic Design Phase, Santiago Canyon College as stated in attached letter dated July 10, 2012

Fee: Fixed fee of \$93,000.00

Fee Breakdown: 50% of total fee at the end of the existing HVAC equipment Survey.
25% of total fee upon submission of draft report.
25% of total fee upon submission of final report.

Reimbursable Expenses: Reimbursable Expenses are in addition to the fee and include those expenses incurred in the interest of the project. They include project-related travel (mileage and auto expenses); printing, plotting and reprographic costs, postage and delivery charges. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect. We suggest the District budget an estimated \$5,000.00 for these project-related expenses.

Client:
Rancho Santiago Community College District

Architect:
Westberg + White Architects

By: _____
Peter Hardash, Vice Chancellor

By: _____
Paul Westberg AIA
Managing Partner

Date: _____

Date: July 10, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Change Order #6, Bid #1136 – Concrete for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Humanities Building at Santiago Canyon College. This is the completion contract originally awarded to Tidwell Concrete.

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 decreases the contract by \$3,947.02. The revised contract amount is \$1,365,279.18. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 4.78% 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 #1136 for Guy Yocom Construction, Inc., concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$3,947.02	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building	Bid No. 1136	P.O. # 10-BP000253
	D.S.A. No.	04-110212
Contractor: Guy Yocom Construction	Change Order No.	6
Architect: LPA Inc	Date:	November 16, 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		\$1,302,900.00
Previous Change Orders	\$66,326.20	
This Change Order	-\$3,947.02	
Total Change Orders		\$62,379.18
Revised Contract Amount		\$1,365,279.18
Previous Time Extensions	11 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		11 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 30, 2011
RSCCD Board Approval Date		December 10, 2012

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

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building		Bid No. 1136	P.O. # 10-BP000253
Contractor: Guy Yocom Construction		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 6	Date: November 16, 2012
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Contractors portion of site clean up costs performed by Inland Builders. <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	-\$807.41	
2.0	<u>DESCRIPTION:</u> Deductive change order for cost of grinding third restrooms performed by Inland Builders. <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	-\$1,305.98	
3.0	<u>DESCRIPTION:</u> Negotiations with Prime Contractors regarding the boiler pad deduct originally taken by GYC being reduced. <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	-\$1,833.63	
Sub-Total		-\$3,947.02	\$0.00
Total			-\$3,947.02

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Change Order #8, Bid #1138 – Structural Steel for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board awarded a contract to Blazing Industrial Steel, Inc. for Bid #1138, structural steel 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 #8.

Change Order #8 increases the contract by \$17,095.44. The revised contract amount is \$3,439,226.12. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 4.03% 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 #8, Bid #1138 for Blazing Industrial Steel Inc., structural steel for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$17,095.44	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1138	P.O. # 10-P0014485	
	D.S.A. No.	04-110212	
Contractor: Blazing Industrial Steel Inc	Change Order No.	8	
Architect: LPA Inc	Date:	November 16, 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		\$3,306,000.00
Previous Change Orders	\$116,130.68	
This Change Order	\$17,095.44	
Total Change Orders		\$133,226.12
Revised Contract Amount		\$3,439,226.12
Previous Time Extensions	10 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		10 calendar days
Original Completion Date		April 18, 2011
Revised Contract Completion Date		April 28, 2011
RSCCD Board Approval Date		December 10, 2012

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1138	P.O. # 10-P0014485
Contractor: Blazing Industrial Steel Inc		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 8	Date: November 16, 2012
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Credit and Adds to modify pedestrian bridge as shown in CCD #1.</p> <p><u>REASON:</u> Deleted Scope</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$101,129.34	
2.0	<p><u>DESCRIPTION:</u> Modifications to structural steel and tube steel truss frame as shown in CCD # 34, FCD 2. Original Cost \$111,633.13 Savings \$ 14,356.75</p> <p><u>REASON:</u> Field Condition</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$97,276.58
3.0	<p><u>DESCRIPTION:</u> Modify existing tube steel on mechanical roof level to allow access to air handler units as shown in FCD # 27.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$21,544.67
4.0	<p><u>DESCRIPTION:</u> Deductive change order to have framing contractor extend metal studs due to misplaced bent plate.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$596.47	
Sub-Total		-\$101,725.81	\$118,821.25
Total			\$17,095.44

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Change Order #6, Bid #1140 – Plumbing for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Contracting, Inc. for Bid #1140, plumbing 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 #6.

Change Order #6 increases the contract by \$1,665.70. The revised contract amount is \$825,314.99. 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 9.30% 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 #1140 for Interpipe Contracting, Inc., plumbing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$1,665.70	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building	Bid No. 1140	P.O. # 10-P0014548
	D.S.A. No. 04-110212	
Contractor: Interpipe	Change Order No. 6	
Architect: LPA Inc	Date: November 16, 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		\$755,060.00
Previous Change Orders	\$68,589.29	
This Change Order	\$1,665.70	
Total Change Orders		\$70,254.99
Revised Contract Amount		\$825,314.99
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 5, 2011
Revised Contract Completion Date		October 5, 2011
RSCCD Board Approval Date		December 10, 2012

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Seville CS Authorized Signature Date

District Inspector Authorized Signature Date

Darryl A. Odum

Director - District Construction and Support Services Date

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services Date

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1140	P.O. # 10-P0014548
Contractor: Interpipe		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 6	
		Date: November 16, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Negotiations with Prime Contractors regarding the boiler pad deduct originally taken by GYC in the amount of \$3,080.63 is reduced by \$1,833.63. Deductive change order being issued to GYC equal to this amount.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,833.63
2.0	<p><u>DESCRIPTION:</u> Credit reflects deletion of two deck drains and 70 linear feet of storm drain as shown in RFI H-567.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$2,833.63	\$0.00
3.0	<p><u>DESCRIPTION:</u> Contractors portion of site clean up costs performed by Inland Builders.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$161.48	\$0.00
4.0	<p><u>DESCRIPTION:</u> Relocate FDC downstream of the PIV as directed in FCD 20</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$2,827.18
Sub-Total		-\$2,995.11	\$4,660.81
Total			\$1,665.70

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Change Order #8, Bid #1141 – HVAC for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to West Tech Mechanical for Bid #1141, HVAC for the Humanities Building at Santiago Canyon College.

ANALYSIS:

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

Change Order #8 decreases the contract by \$8,288.75. The revised contract amount is \$2,179,402.81. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 1.36% 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 #8, Bid #1141 for West Tech Mechanical, HVAC for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$8,288.75	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1141	P.O. #	10-BP000249
	D.S.A. No.		04-110212
Contractor: West Tech Mechanical	Change Order No.		8
Architect: LPA Inc	Date:		November 16, 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		\$2,150,000.00
Previous Change Orders	\$37,691.56	
This Change Order	-\$8,288.75	
Total Change Orders		\$29,402.81
Revised Contract Amount		\$2,179,402.81
Previous Time Extensions	2 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		2 calendar days
Original Completion Date		December 7, 2011
Revised Contract Completion Date		December 9, 2011
RSCCD Board Approval Date		December 10, 2012

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Seville CS Authorized Signature Date

District Inspector Authorized Signature Date

Darryl A. Odum
Director - District Construction and Support Services Date

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1141	P.O. # 10-BP000249
Contractor: West Tech Mechanical		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 8	
		Date: November 16, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Cost of added steel support for chiller equipment after original steel fabrication had been completed <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	-\$7,240.25	
2.0	<u>DESCRIPTION:</u> Deductive change order for Dynalectric's cost to remove and relocate conduits due to duct size correction in auditorium as shown in CCD 51 <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days	-\$1,048.50	
Sub-Total		-\$8,288.75	\$0.00
Total			-\$8,288.75

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

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Change Order #10, Bid #1146 – Framing and Elevators for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board awarded a contract to Inland Building Construction Co. for Bid #1146, framing and elevators 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 #10.

Change Order #10 increases the contract by \$1,336.65. The revised contract amount is \$2,027,398.06. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 2.39% 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 #10, Bid #1146 for Inland Building Construction Co., framing and elevators for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$1,336.65	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1146	P.O. # 10-BP000244	
	D.S.A. No. 04-110212		
Contractor: Inland Building Construction Co	Change Order No. 10		
Architect: LPA Inc	Date: November 16, 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		\$1,980,000.00
Previous Change Orders	\$46,061.41	
This Change Order	\$1,336.65	
Total Change Orders		\$47,398.06
Revised Contract Amount		\$2,027,398.06
Previous Time Extensions	9 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		9 calendar days
Original Completion Date		October 12, 2011
Revised Contract Completion Date		October 21, 2011
RSCCD Board Approval Date		December 10, 2012

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1146	P.O. # 10-BP000244
Contractor: Inland Building Construction Co		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 9	Date: November 16, 2012
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Labor and materials to paint replaced door stops, (reference deductive change order issued to IDEAS in this amount). <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$1,336.65
Sub-Total		\$0.00	\$1,336.65
Total			\$1,336.65

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Change Order #5, Bid #1147 – Interiors for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Inland Empire Architectural Specialties, Inc., for Bid #1147, interiors for the Athletic/Aquatic Complex.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #5.

Change Order #5 increases the contract by \$13,509.75. The revised contract amount is \$526,721.95. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 7.41% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #5, Bid #1147 for Inland Empire Architectural Services, interiors for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$13,509.75	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1147	P.O. # 10-P0014650
Contractor: Inland Empire Architectural Specialties Inc	D.S.A. No.	04-109232	
Architect: The Austin Company	Change Order No.	5	
	Date:	November 19, 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		\$490,348.00
Previous Change Orders	\$22,864.20	
This Change Order	\$13,509.75	
Total Change Orders		\$36,373.95
Revised Contract Amount		\$526,721.95
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		November 25, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		December 10, 2012

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

CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1147	P.O. # 10-P0014650
	D.S.A. No. 04-109232	
Contractor: Inland Empire Architectural Specialties Inc	Change Order No. 5	
Architect: The Austin Company	Date: November 19, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Provide labor and material to install larger thresholds at the gymnasium per request for information 411</p> <p>REASON: Thresholds per drawing details for doors are significantly narrow to fit into the door frames of the masonry walls (Unforeseen Condition)</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$10,199.89
2.0	<p>DESCRIPTION: Replace damaged ceiling tiles through out the building</p> <p>REASON: Ceiling tiles were damaged by mechanical contractor when air balancing was being performed (Back charge to West-Tech Mechanical)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$748.76
3.0	<p>DESCRIPTION: Provide labor and material to patch frames at hydro therapy room, room 204 and gymnasium frames</p> <p>REASON: Change was made thru the submittal process to meet fire life safety requirements</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$2,195.23
4.0	<p>DESCRIPTION: Provide labor to prep gates at the swimming pool</p> <p>REASON: Holes were required to install gate hardware for health inspector sign off</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$365.87
Sub-Total		\$0.00	\$13,509.75
Total			\$13,509.75

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Change Order #10, Bid #1147 – Interiors for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board awarded a contract to Inland Empire Architectural Specialties for Bid #1147, interiors 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 #10.

Change Order #10 decreases the contract by \$513.38. The revised contract amount is \$1,225,375.40. 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 3.32% 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 #10, Bid #1147 for Inland Empire Architectural Specialties, interiors for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$513.38	Board Date: December 10, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No.	1147	P.O. # 10-P0014649
	D.S.A. No.	04-110212	
Contractor: Inland Empire Architectural Specialties	Change Order No.	10	
Architect: LPA Inc	Date:	November 16, 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		\$1,186,000.00
Previous Change Orders	\$39,888.78	
This Change Order	-\$513.38	
Total Change Orders		\$39,375.40
Revised Contract Amount		\$1,225,375.40
Previous Time Extensions	1 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		1 calendar day
Original Completion Date		November 25, 2011
Revised Contract Completion Date		November 26, 2011
RSCCD Board Approval Date		December 10, 2012

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building

Bid No. 1147

P.O. # 10-P0014649

D.S.A. No. 04-110212

Contractor: Inland Empire Architectural Specialties

Change Order No. 10

Architect: LPA Inc

Date: November 16, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Added trim at ceiling transition in room 131 as shown in RFI H-548 due to lighting conflicts.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$518.25
2.0	<p><u>DESCRIPTION:</u> Relocation of previously installed projection screens in rooms 204 and 212 as shown in RFI H-614.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$305.02
3.0	<p><u>DESCRIPTION:</u> Deductive change order for painting of new door stops by Inland Builders</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$1,336.65	
Sub-Total		-\$1,336.65	\$823.27
Total			-\$513.38

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 10, 2012
Re:	Approval of Change Order #2, Bid #1183 – IES Commercial, Inc. for the Video Surveillance System	
Action:	Request for Approval	

BACKGROUND

On January 17, 2012, the Board of Trustees awarded a contract to IES Commercial, Inc. for the district-wide video surveillance system.

ANALYSIS

During the course of the installation, it was determined that it would be necessary to install fiber to the poles located in the parking lots at SCC, rather than use a wireless mesh network as per the original design, in order to improve network performance. The cost impact is noted in the attached Change Order #2.

The original contract amount is \$2,905,424.11. Change Order #2 increases the contract amount by \$117,060.00. The revised contract amount is \$3,120,479.11. The cost indicated in the change order is considered fair, reasonable and within industry standards by the architect, construction manager, and district staff. This change order increases the project cost by 4.065%. The total increased project cost is 7.402%. 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 #1183 for IES Commercial, Inc., for the district-wide video surveillance system as presented.

Fiscal Impact:	\$117,060.00	Board Date: December 10, 2012
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor, Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: District-Wide Video Surveillance Security System,
Installation and Inegration

Bid No. 1183 P.O. # P0021741

D.S.A. No. N/A

Contractor: IES Commercial Inc

Change Order No. 2

Architect: Westberg + White, Inc.

Date: 11/19/12

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		\$2,905,424.11
Previous Change Orders	\$97,995.00	
This Change Order	\$117,060.00	
Total Change Orders		\$215,055.00
Revised Contract Amount		\$3,120,479.11
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		February 13, 2013
Revised Contract Completion Date		February 13, 2013
RSCCD Board Approval Date		December 10, 2012

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Seville Construction Services

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Authorized Signature

Date

CHANGE ORDER

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

Project: District-Wide Video Surveillance Security System, Installation and Integration		Bid No. 1183	P.O. # P0021741
Contractor: IES Commercial Inc		D.S.A. No.	
Architect: Westberg + White, Inc.		Change Order No. 2	Date: 11/19/12
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Per field bulletin #11, provide underground fiber cabling, conduits and pull boxes (Original cost \$140,184)</p> <p><u>REASON:</u> Santiago Canyon College video surveillance underground changes and upgrades</p> <p><u>REQUESTOR:</u> District:</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$117,060.00
Sub-Total		\$0.00	\$117,060.00
Total			\$117,060.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: December 10, 2012

INDEPENDENT CONTRACTORS

Nueva Vista Media

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Service: Consultant services to produce a cutting edge engagement and outreach campaign to promote a new STEM App Development course at Santiago Canyon College to include HD videos and website to serve as digital resources and tools to highlight the dynamic world of App Development and career opportunities for developers in Southern California.

Date(s) of Service: December 11, 2012 through April 30, 2013

Fee: Estimated at \$34,300.00

Requested by: Gustavo Chamorro

Funded by: Digital Media Center
12-2209-684000-53390-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 11th of December, 2012 by and between Nueva Vista Media herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

PRODUCE A CUTTING EDGE ENGAGEMENT AND OUTREACH CAMPAIGN TO PROMOTE A NEW STEM APP DEVELOPMENT COURSE AT SANTIAGO CANYON COLLEGE TO INCLUDE HD VIDEOS AND WEBSITE TO SERVE AS DIGITAL RESOURCES AND TOOLS

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at Thirty Four Thousand Three Hundred Dollars & No Cents (\$34,300.00).

The contracted services are to commence on or about December 11, 2012 and to be completed on or about, but not later than April 30, 2013.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Tracey Conner-Crabbe
Printed Name

Title

Director of Purchasing Services
Title

Address

City/State

Date

Date

Nueva Vista Media, Inc. Scope of Work

Presented to Digital Media Center

Overview

Produce a cutting edge engagement and outreach campaign to promote a new STEM App Development course at Santiago Canyon College. Customized digital resources and tools will include HD videos and website to highlight the dynamic world of App Development and career opportunities for developers in Southern California.

The App campaign will feature an internet-based portal/website with interactive features that allow visitors to get a "behind the scene" view of how Apps are used, how Apps are developed and to connect K-12 educators from Southern California with Santiago Canyon College STEM counselors, App developers, STEM professionals, and most importantly, share information with students on enrolling in the App course, success stories and the latest trends in App development.

Deliverables and Production Costs

Bilingual/bicultural App Outreach Video – 5- minutes.....\$11,500

The video will showcase the impact that Apps are having in Latino communities and potential for future Latino App developers to help facilitate access to services – banking, health, education, etc. Prospective Santiago Canyon College students will see on HD video, App Developers from their community who overcame similar challenges to start a career in the IT world and App development. The video will also motivate students and parents by highlighting the App Developer job market and salaries. The video will showcase the support resources available at Santiago Canyon College.

App Outreach Video – 5-6 minutes.....\$11,500

The video will have music and visuals that motivate prospective students on App Development and will provide information on career opportunities, and information on how to enroll at Santiago Canyon College. The video will focus on how local (Orange County) IT firms are recruiting App Developers and feature Apps developed in Southern California that have won awards and helped communities.

Santiago App Developer Course Website.....\$4,500

The website will feature a shorter version of the App Outreach Video and highlight the Santiago Canyon College App Course. The website will be interactive and allow students to click a few graphics that show how apps are created and the major impact they've had on smart phones. Using iPads, Santiago Canyon College Counselors can conduct presentations and invite prospective students to sign up for information about the new App Course, ongoing and proposed STEM outreach activities, help locate other STEM professionals interested in participating in STEM programs, and serve as a STEM hub for area schools, clubs, churches, neighborhoods or other settings interested in hosting such STEM activities.

Media Consulting & Project Management (Includes travel).....\$6,800

Work closely with Santiago Community College Staff and Curriculum/Program Developers from December 2012 to April 2013 to develop media tools, execute effective recruitment and outreach campaign, and ensure integration with App Development Course.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: December 10, 2012

INDEPENDENT CONTRACTORS

Topgallant Group LLC

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Service: Consultant services to assist in the Workforce Innovation Partnerships (WIP) grant to include development of curriculum for new media, multimedia and entertainment; facilitation of industry skills panel and new media roundtables; and outreach, promotion and recruitment of students and teachers.

Date(s) of Service: December 11, 2012 through May 31, 2013

Fee: Estimated at \$46,000.00

Requested by: Gustavo Chamorro

Funded by: Digital Media Center
12-2209-684000-53330-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 11th of December, 2012 by and between Topgallant Group LLC herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

ASSIST IN THE WORKFORCE INNOVATION PARTNERSHIPS (WIP) GRANT TO INCLUDE DEVELOPMENT OF CURRICULUM FOR NEW MEDIA, MULTIMEDIA AND ENTERTAINMENT; FACILITATION OF INDUSTRY SKILLS PANEL AND NEW MEDIA ROUNDTABLES; AND OUTREACH, PROMOTION AND RECRUITMENT OF STUDENTS AND TEACHERS

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at Forty Six Thousand Dollars & No Cents (\$46,000.00).

The contracted services are to commence on or about December 11, 2012 and to be completed on or about, but not later than May 31, 2013.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Tracey Conner-Crabbe
Printed Name

Title

Director of Purchasing Services
Title

Address

City/State

Date

Date

Attachment "B"

**Workforce Innovation Partnership (WIP) Grant
Scope Of Work
for
Topgallant Group
Tax ID: 20-3329496**

Topgallant Group LLC, as a contract vendor ("Contractor") to RSCCD, will perform the following services in fulfillment of its portion of the Workforce Innovation Partnerships (WIP) Grant.

SCOPE OF WORK:

1. Cooperative Development of Curriculum for New Media, Multimedia and Entertainment. -- As a private sector expert in new media and computer technology, Contractor will collaborate with District and College personnel to develop a suitable community college curriculum for a class titled "Introduction to App Development", a "Design" class, and the overall curriculum development of a "Coding" class.

2. Facilitation of Industry Skills Panel and New Media Roundtables. -- Contractor will work with the WIP Principal Investigator and RSCCD personnel to enlist business employers, K-12, college and university educators and other workforce professionals in the New Media, Multimedia and Entertainment industry to conduct market research, round-table events, and other meetings designed to collect and report on projected industry employment needs and the corresponding knowledge and skill sets for workforce training of students and teacher preparation.

3. Outreach, Promotion and Recruitment of Students and Teachers. -- Contractor will work with the Principal Investigator, Nueva Vista Media, and District personnel to develop outreach programs, promotional campaigns, and informational events that will target students and teachers for the forthcoming new curriculum. Target audiences for the outreach programs will include current High School and Community College students and their teachers as well as incumbent and/or displaced workers that may have an interest in being employed as App Developers in the New Media, Multimedia or Entertainment industry.

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 28, 2012 THROUGH NOVEMBER 17, 2012
BOARD MEETING OF DECEMBER 10, 2012**

P.O. #	Amount	Description	Department	Comment
13-P0024952	\$37,845.85	Dell computers and related components	SCC-Administrative Services	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009
13-P0024966	\$23,950.00	Electronic library database resources	SAC-Library	
13-P0024975	\$15,202.48	SimPad patient simulator systems and vital sign monitor	SAC-Nursing Department	Vendor is a sole source manufacturer of SimPad which is an upgrade version of currently owned VitalSim unit.
13-P0025036	\$24,745.00	Turf repair and maintenance work for the baseball and softball field at Santa Ana College	SAC-Maintenance & Operations	Received Quotations: 1) *Professional Turf Specialties 2) Barendt Construction, Inc. *Successful Bidder
13-P0025038	\$32,152.80	DSA fees related to the Santa Ana College Parking Lot Extension, Road Improvements and New Detention Basin project	DO-Facility Planning	
13-P0025058	\$18,901.96	Snap-On Verus Pro software, diagnostic certification cart and miscellaneous components	SAC-Automotive Technology	These are additional components that make-up the Snap-On Diagnostic certification sets
13-P0025065	\$58,229.36	Snap-On Virus Pro components for diagnostic certification equipment sets	SAC-Automotive Technology	Purchased from California Multiple Award Schedule (CMAS) Contract #4-01-51-0001D Board approved: November 13, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 28, 2012 THROUGH NOVEMBER 17, 2012
BOARD MEETING OF DECEMBER 10, 2012**

P.O. #	Amount	Description	Department	Comment
13-P0025071	\$512,572.72	Brocade network system related to the District - wide networking equipment replacement	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #7-09-70-14 Board approved: October 8, 2012
13-P0025083	\$16,800.00	Consulting services to provide professional and technical assistance to the existing network for a Healthy California program	DO-Child Development Services	Board approved: November 13, 2012
13-P0025084	\$15,900.00	Consulting services to provide professional and technical assistance to the existing Early Head Start program	DO-Child Development Services	Board approved: November 13, 2012
13-P0025087	\$40,000.00	Consulting services to provide program oversight and coordination for the Youth Entrepreneurship Program	DO-Educational Services	Board approved: November 13, 2012
13-P0025112	\$15,085.00	Additional component related to the District-wide networking equipment replacement	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #7-09-70-14 Board approved: October 8, 2012
13-P0025119	\$18,750.00	District's portion of the research report "Socioeconomic Benefits" prepared for the OC Community College Legislative Task Force	DO-Chancellor's Office	

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024852	943.62	INLAND CUTTER SERVICE INC	Repair & Replacement Parts			10/29/2012
* 13-P0024853	6,357.25	UNISOURCE PAPER CO	Instructional Supplies	SP		10/29/2012
13-P0024854	7,030.62	COUNTY OF ORANGE	Public Agencies' Assess & Fees			10/29/2012
13-P0024855	5,000.00	PORTER BOILER SERVICE INC	Contracted Repair Services			10/29/2012
13-P0024856	1,000.00	CHEROKEE CHEMICAL CO INC	Maint/Oper Service Agreements			10/29/2012
13-P0024857	14,750.00	BKF ENGINEERS	Site Improvements	SP		10/29/2012
13-P0024858	703.50	EL SOL SCIENCE & ART'S	Rental - Facility (Short-term)	SP		10/29/2012
13-P0024859	900.00	SO CAL SWEEPING	Contracted Services	SP		10/29/2012
13-P0024860	251.62	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		10/30/2012
13-P0024861	344.34	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		10/31/2012
13-P0024862	99.61	ELSEVIER SCIENCE	Books, Mags & Ref Mat, Non-Lib	SP		10/31/2012
* 13-P0024863	3,677.20	SVM LP	Other Exp Paid for Students	SP		10/31/2012
13-P0024864	285.00	NASBITE	Inst Dues & Memberships	SP		10/31/2012
13-P0024865	48.76	B & H PHOTO VIDEO INC	Non-Instructional Supplies	SP		10/31/2012
13-P0024866	52.63	FREY SCIENTIFIC/EDUC PUBL SERVICE	Instructional Supplies	SP		10/31/2012
13-P0024867	139.97	MAPS.COM	Instructional Supplies	SP		10/31/2012
13-P0024868	547.06	MCGRAW HILL CONTEMPORARY	Instructional Supplies	SP		10/31/2012
13-P0024869	3,084.02	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		10/31/2012
13-P0024870	687.50	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		10/31/2012
13-P0024871	704.18	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		10/31/2012
13-P0024872	129.30	PYRO-COMM SYSTEMS INC	Contracted Repair Services			10/31/2012
13-P0024873	4,753.00	RELIANT TESTING ENGINEERS	Buildings - Construction Tests	SP	BOND	10/31/2012
13-P0024874	5,500.00	BKF ENGINEERS	Contracted Services	SP		10/31/2012
13-P0024875	1,000.00	VITAL LINK	Contracted Services	SP		10/31/2012
* 13-P0024876	1,612.15	GRAINGER	Equip/Software - >\$200 <\$1,000	SP		10/31/2012
13-P0024877	207.50	ACTION DOOR CONTROLS INC	Contracted Repair Services	SP		11/1/2012
13-P0024878	2,500.00	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			11/1/2012
13-P0024879	2,525.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		11/1/2012
13-P0024880	2,500.00	GORM INC	Non-Instructional Supplies			11/1/2012
13-P0024881	14,500.00	HAMILTON JOSLYN	Contracted Services	SP		11/1/2012
13-P0024883	703.40	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		11/1/2012
13-P0024884	39.29	CAPITOL ENQUIRY	Books, Mags & Ref Mat, Non-Lib			11/1/2012
13-P0024885	1,542.52	1-WORLD GLOBES & MAPS	Instructional Supplies	SP		11/1/2012
13-P0024886	492.80	GILL ATHLETICS INC	Instructional Supplies	SP		11/1/2012
13-P0024887	863.35	CHANNING L BETE CO INC	Instructional Supplies	SP		11/1/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

6.33 (3)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024888	5,000.00	SANTIAGO CANYON COLLEGE FOUNDATION	Audit			11/1/2012
13-P0024889	699.27	MCKESSON GENERAL MEDICAL CORP	Instructional Supplies	SP		11/1/2012
13-P0024890	1,629.18	CAMPUZANO ERIC	Instructional Supplies	SP		11/1/2012
13-P0024891	225.88	TOMARK SPORTS INC	Instructional Supplies	SP		11/1/2012
13-P0024892	806.70	BEDROCK SPORTS INC	Instructional Supplies	SP		11/1/2012
13-P0024893	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/1/2012
13-P0024894	416.99	DON BOOKSTORE	Instructional Supplies	SP		11/1/2012
13-P0024895	408.97	GALE GROUP	Library Books			11/1/2012
13-P0024896	150.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/1/2012
13-P0024897	800.00	PARENTS AS TEACHERS NAT'L CENTER	Conference Expenses	SP		11/1/2012
13-P0024898	411.18	SONESTA ES SUITES ST. LOUIS	Conference Expenses	SP		11/1/2012
13-P0024899	825.00	PARENTS AS TEACHERS NAT'L CENTER	Conference Expenses	SP		11/1/2012
13-P0024900	411.18	SONESTA ES SUITES ST. LOUIS	Conference Expenses	SP		11/1/2012
13-P0024901	800.00	PARENTS AS TEACHERS NAT'L CENTER	Conference Expenses	SP		11/1/2012
13-P0024902	411.18	SONESTA ES SUITES ST. LOUIS	Conference Expenses	SP		11/1/2012
13-P0024903	800.00	PARENTS AS TEACHERS NAT'L CENTER	Conference Expenses	SP		11/1/2012
13-P0024904	800.00	PARENTS AS TEACHERS NAT'L CENTER	Conference Expenses	SP		11/1/2012
13-P0024905	800.00	PARENTS AS TEACHERS NAT'L CENTER	Conference Expenses	SP		11/1/2012
13-P0024906	195.00	WESTERN ASSOC. OF SCHOOLS & COLLEGES	Conference Expenses	SP		11/1/2012
13-P0024907	1,730.00	AMAZON COM	Library Books			11/1/2012
13-P0024908	300.00	SIGN EXPRESS	Non-Instructional Supplies			11/1/2012
13-P0024909	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/1/2012
13-P0024910	538.75	PROCLEAN INC	Non-Instructional Supplies	SP		11/1/2012
13-P0024911	400.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/1/2012
13-P0024912	5,000.00	VOYAGER FLEET SYSTEM INC	Gasoline			11/1/2012
13-P0024913	668.00	SMART & FINAL	Food and Food Service Supplies	SP		11/1/2012
13-P0024914	350.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		11/1/2012
13-P0024915	2,000.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		11/1/2012
13-P0024916	325.00	LOWE'S HOME IMPROVEMENT	Instructional Supplies	SP		11/1/2012
13-P0024917	250.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/1/2012
13-P0024918	21.17	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/1/2012
13-P0024919	1,409.05	ULTIMATE GIFTS	Non-Instructional Supplies	SP		11/1/2012
13-P0024920	688.26	HOUGHTON MIFFLIN HARCOURT PUBL	Instructional Supplies	SP		11/1/2012
13-P0024921	647.57	KLAI-CO IDENTIFICATION PRODUCT INC	Non-Instructional Supplies	SP		11/1/2012
13-P0024922	252.68	SOCCER CENTRAL	Instructional Supplies	SP		11/1/2012

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6.33 (4)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024923	904.00	PROQUEST LLC	Software License and Fees			11/1/2012
13-P0024924	270.00	CENTER FOR NEW AMERICAN MEDIA INC	Instructional Supplies	SP		11/1/2012
13-P0024925	622.71	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			11/1/2012
13-P0024926	1,874.85	B & H PHOTO VIDEO INC	Instructional Supplies	SP		11/1/2012
13-P0024927	74.35	COMPUTERLAND OF SILICON VALLEY	Non-Instructional Supplies			11/1/2012
13-P0024928	697.83	DELL COMPUTER	Instructional Supplies	SP		11/1/2012
13-P0024929	1,200.00	GOMEZ ISNING	Contracted Services	SP		11/5/2012
13-P0024930	290.69	SEHI COMPUTER PRODUCTS	Repair & Replacement Parts			11/5/2012
13-P0024931	500.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		11/5/2012
13-P0024932	374.70	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/6/2012
13-P0024933	425.00	CASFAA	Conference Expenses	SP		11/6/2012
13-P0024934	375.00	CASFAA	Conference Expenses	SP		11/6/2012
13-P0024935	425.00	CASFAA	Conference Expenses	SP		11/6/2012
13-P0024936	425.00	CASFAA	Conference Expenses	SP		11/6/2012
13-P0024937	80.97	COUNTRY TECH INC	Instructional Supplies	SP		11/6/2012
13-P0024938	120.06	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		11/6/2012
13-P0024939	596.00	TUYEN K. NGUYEN	Conference Expenses			11/6/2012
13-P0024940	1,200.00	RP GROUP	Contracted Services	SP		11/6/2012
13-P0024941	5,000.00	INTER VALLEY POOL SUPPLY INC	Non-Instructional Supplies			11/6/2012
13-P0024942	7,880.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	11/6/2012
13-P0024943	688.00	GMS ELEVATOR	Contracted Repair Services	SP		11/6/2012
13-P0024944	808.76	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		11/6/2012
13-P0024945	425.00	NELSON MELINDA E	Contracted Repair Services	SP		11/6/2012
13-P0024946	551.36	TANDUS US LLC	Contracted Services			11/6/2012
13-P0024947	7,500.00	C BELOW INC	Contracted Services	SP		11/6/2012
13-P0024948	776.97	RADIO NETWORK INC	Equip/Software - >\$200 <\$1,000	SP		11/7/2012
13-P0024949	2,143.16	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		11/7/2012
13-P0024950	706.26	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000			11/7/2012
* 13-P0024951	964.85	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		11/7/2012
13-P0024952	37,845.85	DELL COMPUTER	Equipment - All Other > \$1,000	SP	BOND	11/7/2012
13-P0024953	366.92	TRICAM INC	Food and Food Service Supplies	SP		11/7/2012
* 13-P0024954	84.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/7/2012
13-P0024955	140.81	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/7/2012
* 13-P0024956	776.17	VS ATHLETICS	Instructional Supplies	SP		11/7/2012
13-P0024957	48.42	LOURDES FAJARDO	Food and Food Service Supplies			11/7/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024958	140.06	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/7/2012
13-P0024959	458.82	ECONOMIC AFFAIRS BUREAU INC	Instructional Supplies	SP		11/7/2012
13-P0024960	185.26	PBS VIDEO	Instructional Supplies	SP		11/7/2012
13-P0024961	540.14	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		11/7/2012
13-P0024962	111.56	SPORT & CYCLE, INC	Instructional Supplies	SP		11/7/2012
13-P0024963	1,035.18	BEDROCK SPORTS INC	Instructional Supplies	SP		11/7/2012
13-P0024964	1,035.27	BARNES & NOBLE INC	Instructional Supplies	SP		11/7/2012
13-P0024965	6,928.85	RIDDELL ALL AMERICAN	Repair & Replacement Parts			11/7/2012
* 13-P0024966	23,950.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services	SP		11/7/2012
13-P0024967	1,891.01	BRESANI JORGE A	Reproduction/Printing Expenses	SP		11/7/2012
13-P0024968	209.89	MIDWEST LIBRARY SVC	Library Books			11/7/2012
13-P0024969	500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/7/2012
13-P0024970	532.04	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		11/7/2012
13-P0024971	594.00	COUNTY OF ORANGE	Other Licenses & Fees			11/7/2012
13-P0024972	264.30	COMPUTERLAND OF SILICON VALLEY	Instructional Software	SP		11/7/2012
13-P0024973	1,050.56	SEHI COMPUTER PRODUCTS	Equipment - Software > \$1,000	SP	BOND	11/7/2012
13-P0024974	750.42	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000			11/7/2012
13-P0024975	15,202.48	LAERDAL MEDICAL CORP	Equipment - Federal Progs >200	SP		11/7/2012
13-P0024976	232.74	CN SCHOOL AND OFFICE SOLUTIONS INC	Non-Instructional Supplies			11/8/2012
13-P0024977	2,314.58	ADOLPH KIEFER AND ASSOCIATES, LLC	Instructional Supplies	SP		11/8/2012
13-P0024978	1,000.00	J.R. SIMPLOT COMPANY	Non-Instructional Supplies			11/8/2012
13-P0024979	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/8/2012
13-P0024980	1,000.00	FASHION BUSINESS INC	Inst Dues & Memberships	SP		11/8/2012
13-P0024981	230.72	BARNES & NOBLE INC	Instructional Supplies	SP		11/8/2012
* 13-P0024982	130.54	BARNES & NOBLE INC	Instructional Supplies	SP		11/8/2012
13-P0024983	150.00	ULTIMATE GIFTS	Non-Instructional Supplies	SP		11/8/2012
13-P0024984	915.62	RIVERSIDE PUB COM	Non-Instructional Supplies	SP		11/8/2012
13-P0024985	888.47	NCS PEARSON INC	Non-Instructional Supplies	SP		11/8/2012
13-P0024986	525.00	LIBRARY OF CONGRESS	Internet Services	SP		11/8/2012
13-P0024987	3,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/8/2012
13-P0024988	32.31	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/8/2012
13-P0024989	832.78	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		11/8/2012
13-P0024990	650.00	GOLD COAST TOURS	Transportation - Student	SP		11/8/2012
13-P0024991	550.00	ENTERPRISE HOLDINGS INC	Transportation - Student	SP		11/8/2012
13-P0024992	499.82	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/8/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024993	700.00	SMART & FINAL	Food and Food Service Supplies	SP		11/8/2012
13-P0024994	356.63	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/8/2012
13-P0024995	317.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		11/8/2012
13-P0024996	81.00	AMERICAN RED CROSS	Non-Instructional Supplies	SP		11/8/2012
13-P0024997	53.77	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/8/2012
13-P0024998	409.00	GALE GROUP	Library Books			11/8/2012
13-P0024999	5,678.50	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services			11/8/2012
13-P0025000	209.94	BJ BINDERY	Reproduction/Printing Expenses	SP		11/8/2012
13-P0025001	351.32	TEQUIPMENT.NET/TOUCHBOARDS.COM/	Instructional Supplies	SP		11/8/2012
13-P0025002	230.00	COPELAND BEVERLY	Advertising	SP		11/8/2012
13-P0025003	109.91	DELL COMPUTER	Instructional Supplies	SP		11/8/2012
13-P0025004	311.40	B & H PHOTO VIDEO INC	Equip/Software - >\$200 <\$1,000			11/8/2012
* 13-P0025005	1,799.26	MAC HOLLYWOOD	Instructional Supplies	SP		11/8/2012
13-P0025006	162.33	SCANTRON CORP	Non-Instructional Supplies	SP		11/9/2012
13-P0025007	236.35	THE CORPORATE COLLECTION	Non-Instructional Supplies	SP		11/9/2012
13-P0025008	363.65	APPERSON	Instructional Supplies	SP		11/9/2012
13-P0025009	425.00	CASFAA	Conference Expenses	SP		11/9/2012
13-P0025010	425.00	CASFAA	Conference Expenses	SP		11/9/2012
13-P0025011	425.00	CASFAA	Conference Expenses	SP		11/9/2012
13-P0025012	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Conference Expenses			11/9/2012
13-P0025013	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Conference Expenses			11/9/2012
13-P0025014	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Conference Expenses			11/9/2012
13-P0025015	515.87	ADOLPH KIEFER AND ASSOCIATES, LLC	Equip/Software - >\$200 <\$1,000	SP	BOND	11/9/2012
13-P0025016	1,890.30	EMERGENCY MEDICAL PRODUCTS, INC	Equipment - Federal Progs >200	SP		11/9/2012
13-P0025017	264.95	MOUSER ELECTRONICS	Non-Instructional Supplies	SP		11/9/2012
13-P0025018	1,952.00	TIME WARNER	Buildings - Contracted Svcs	SP	BOND	11/9/2012
13-P0025019	527.21	ADAFRUIT INDUSTRIES LLC	Non-Instructional Supplies	SP		11/9/2012
13-P0025020	1,007.21	POWER PLUS	Contracted Repair Services			11/13/2012
13-P0025021	1,140.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			11/13/2012
13-P0025022	284.85	SO CAL LAND MAINTENANCE INC	Contracted Repair Services	SP		11/13/2012
13-P0025023	127.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/13/2012
13-P0025024	3,155.81	EPC PRECAST LLC	Site Improvements	SP		11/13/2012
13-P0025025	2,322.00	ORANGE UNIFIED SCHOOL DISTRICT	Rental - Facility (Short-term)			11/13/2012
13-P0025026	297.00	ECS IMAGING INC	Maint Contract - Office Equip	SP		11/13/2012
13-P0025027	149.00	XEROX CORP	Maint Contract - Office Equip	SP		11/13/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025028	3,250.00	PEZESHKI ENGINEERING INC	Contracted Services	SP		11/13/2012
13-P0025029	2,201.50	CITY OF CORONA	Instructional Agreements			11/13/2012
13-P0025030	10,000.00	PLANNET CONSULTING LLC	Equipment - Other Contract Svc	SP		11/13/2012
* 13-P0025031	274.73	BEARCOM	Instructional Supplies	SP		11/13/2012
13-P0025032	186.00	PROFESSIONAL PLUMBING &	Contracted Repair Services			11/13/2012
13-P0025033	1,800.00	PEZESHKI ENGINEERING INC	Contracted Services	SP		11/13/2012
13-P0025034	616.11	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/13/2012
13-P0025035	1,358.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			11/13/2012
13-P0025036	24,745.00	PROFESSIONAL TURF SPECIALTIES INC	Maint/Oper Service Agreements			11/13/2012
13-P0025037	154.00	HILLS BROS LOCK & SAFE	Contracted Repair Services			11/13/2012
13-P0025038	32,152.80	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	11/13/2012
13-P0025039	416.70	PATON GROUP	Contracted Services			11/13/2012
* 13-P0025040	14,582.92	BONE CLONES	Instructional Supplies	SP		11/13/2012
13-P0025041	7,000.00	SO CAL SWEEPING	Maint/Oper Service Agreements	SP		11/13/2012
13-P0025042	5,000.00	TRL SYSTEMS INC	Contracted Repair Services			11/13/2012
13-P0025043	1,000.00	VITAL LINK	Contracted Services	SP		11/13/2012
13-P0025044	5,295.30	RELIABLE ICE EQUIPMENT INC	Equipment - All Other > \$1,000			11/13/2012
* 13-P0025045	10,120.96	RELIABLE ICE EQUIPMENT INC	Equip/Software - >\$200 <\$1,000	SP	BOND	11/13/2012
13-P0025046	7,850.00	COACHELLA VALLEY ECONOMIC PARTNERSHIP	Contracted Services	SP		11/13/2012
13-P0025047	6,000.00	ANAHEIM ORANGE COUNTY HOTEL	Contracted Services	SP		11/13/2012
13-P0025048	2,500.00	ARMANDO EHRENZWEIG	Contracted Services	SP		11/13/2012
13-P0025049	350.00	BAUTISTA CAREN	Contracted Services	SP		11/13/2012
13-P0025050	1,553.77	BOSE CORP	Equip/Software - >\$200 <\$1,000	SP	BOND	11/13/2012
* 13-P0025051	2,689.80	SAMY'S CAMERA	Equipment - Federal Progs >200	SP		11/13/2012
* 13-P0025052	10,139.12	B & H PHOTO VIDEO INC	Instructional Supplies	SP		11/13/2012
13-P0025053	2,904.30	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/13/2012
13-P0025054	2,506.53	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/14/2012
13-P0025055	311.38	DELL COMPUTER	Non-Instructional Supplies	SP		11/14/2012
* 13-P0025056	9,401.94	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000	SP		11/14/2012
13-P0025057	1,000.00	ORANGE COUNTY TAXPAYERS ASSOCIATION	Inst Dues & Memberships			11/14/2012
13-P0025058	18,901.96	IDSC HOLDINGS LLC	Equipment - Federal Progs >200	SP		11/14/2012
* 13-P0025059	910.97	APPLE COMPUTER INC	Instructional Supplies	SP		11/14/2012
13-P0025060	109.20	FEDEX	Instructional Supplies	SP		11/14/2012
* 13-P0025061	299.00	TCVN TECH COAST VENTURE NETWORK	Inst Dues & Memberships	SP		11/14/2012
13-P0025062	40.00	WOMEN IN INT'L TRADE LOS ANGELES	Inst Dues & Memberships	SP		11/14/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 13-P0025063	3,365.53	SAELIG COMPANY INC	Equipment - Federal Progs >200	SP		11/14/2012
13-P0025064	171.59	ELIZABETH BAEZ	Food and Food Service Supplies			11/14/2012
13-P0025065	58,229.36	IDSC HOLDINGS LLC	Equipment - Federal Progs >200	SP		11/14/2012
13-P0025066	4,396.04	AT & T	Equip/Software - >\$200 <\$1,000	SP	BOND	11/14/2012
13-P0025067	3,173.62	BUSINESS MACHINES SECURITY	Equip/Software - >\$200 <\$1,000	SP	BOND	11/14/2012
13-P0025068	4,232.49	SSP INC	Equip/Software - >\$200 <\$1,000	SP	BOND	11/14/2012
13-P0025069	12,644.03	THINK 4 INC COM	Instructional Supplies	SP		11/14/2012
13-P0025070	285.00	ACBO ASSOC OF CHIEF	Conference Expenses			11/14/2012
13-P0025071	512,572.72	BROCADE COMMUNICATIONS SYSTEMS INC	Equipment - All Other > \$1,000			11/14/2012
13-P0025072	2,500.00	TCVN TECH COAST VENTURE NETWORK	District Business/Sponsorships	SP		11/14/2012
13-P0025073	1,403.82	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/14/2012
13-P0025074	318.00	SMART & FINAL	Food and Food Service Supplies	SP		11/14/2012
13-P0025075	900.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/14/2012
13-P0025076	700.00	ALBERTSON'S	Food and Food Service Supplies	SP		11/14/2012
13-P0025077	4,600.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/14/2012
13-P0025078	1,000.00	SUNSTATE EQUIPMENT CO LLC	Rental-Equipment (Short-term)			11/14/2012
13-P0025079	12,000.00	FACILITY WERX INC	Non-Instructional Supplies			11/14/2012
13-P0025080	1,000.00	SCHORR METALS INC	Non-Instructional Supplies			11/14/2012
13-P0025081	327.00	ORANGE COUNTY INDUSTRIAL YSEWING MACHINE CO	Instructional Supplies	SP		11/14/2012
13-P0025082	1,500.00	HOME DEPOT	Instructional Supplies	SP		11/14/2012
13-P0025083	16,800.00	PUBLIC HEALTH PREVENTATIVE	Contracted Services	SP		11/14/2012
13-P0025084	15,900.00	MUCKENTHALER & ASSOC INC	Contracted Services	SP		11/14/2012
13-P0025085	2,602.16	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		11/14/2012
13-P0025086	3,429.19	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		11/14/2012
13-P0025087	40,000.00	DRAA CHRISTINE	Contracted Services	SP		11/14/2012
13-P0025088	783.22	PRO LOOK SPORTS	Instructional Supplies	SP		11/14/2012
13-P0025089	450.00	FELIX HECTOR R	Advertising	SP		11/14/2012
13-P0025090	248.00	MORONGO CASINO RESORT & SPA	Conference Expenses			11/14/2012
13-P0025091	372.00	MORONGO CASINO RESORT & SPA	Conference Expenses			11/14/2012
13-P0025092	372.00	MORONGO CASINO RESORT & SPA	Conference Expenses			11/14/2012
13-P0025093	515.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		11/14/2012
13-P0025094	1,495.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/14/2012
13-P0025095	287.52	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/14/2012
13-P0025097	333.00	CN SCHOOL AND OFFICE SOLUTIONS INC	Contracted Repair Services	SP		11/15/2012
13-P0025098	641.33	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000			11/15/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025099	54.00	ACT	Non-Instructional Supplies	SP		11/15/2012
13-P0025100	2,518.84	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		11/15/2012
13-P0025101	933.13	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		11/15/2012
13-P0025102	1,360.39	CHAMORRO GUSTAVO	Non-Instructional Supplies	SP		11/15/2012
13-P0025103	804.89	HOME DEPOT	Instructional Supplies			11/15/2012
13-P0025104	2,500.00	SOUTHERN CALIFORNIA IRON SUPPLY INC	Instructional Supplies	SP		11/15/2012
13-P0025105	526.13	CP BOURG INC	Non-Instructional Supplies			11/15/2012
13-P0025106	303.67	DURHAM SCHOOL SERVICES	Transportation - Student	SP		11/15/2012
13-P0025107	450.89	AMAZON COM	Non-Instructional Supplies			11/15/2012
13-P0025108	14,900.00	SC FUELS	Gasoline			11/15/2012
13-P0025109	160.00	DON BOOKSTORE	Other Exp Paid for Students	SP		11/15/2012
13-P0025110	250.00	DON BOOKSTORE	Non-Instructional Supplies	SP		11/15/2012
13-P0025111	2,107.64	DON BOOKSTORE	Non-Instructional Supplies	SP		11/15/2012
13-P0025112	15,085.00	BROCADE COMMUNICATIONS SYSTEMS INC	Equipment - All Other > \$1,000			11/15/2012
13-P0025113	1,351.18	DELL COMPUTER	Equipment - All Other > \$1,000	SP		11/15/2012
13-P0025115	611.48	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies	SP		11/16/2012
13-P0025116	26.94	BRUSTEIN & MANASEVIT	Non-Instructional Supplies	SP		11/16/2012
13-P0025117	1,659.35	RIDDELL ALL AMERICAN	Instructional Supplies	SP		11/16/2012
13-P0025118	3,500.00	STATE BOARD OF EQUALIZATION	Contracted Services			11/16/2012
13-P0025119	18,750.00	OCBC ORANGE CTY BUS COUNCIL	Contracted Services			11/16/2012
13-P0025120	2,015.00	MONTROSE ENVIRONMENTAL CORP	Contracted Services			11/16/2012
13-P0025121	101.55	GRAINGER	Non-Instructional Supplies			11/16/2012
13-P0025122	722.00	TRL SYSTEMS INC	Contracted Repair Services	SP		11/16/2012
13-P0025123	163.69	DELL COMPUTER	Non-Instructional Supplies			11/16/2012
13-P0025124	4,050.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		11/16/2012
13-P0025125	334.00	PROFESSIONAL PLUMBING &	Contracted Repair Services			11/16/2012
13-P0025126	212.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/16/2012
13-P0025127	2,682.98	DELPHIN COMPUTER SUPPLY	Instructional Supplies	SP		11/16/2012
13-P0025128	1,229.87	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/16/2012
13-P0025129	3,247.11	BIO RAD LABORATORIES	Equipment - Federal Progs >200	SP		11/16/2012
13-P0139277	7,300.00	PORTER BOILER SERVICE INC	Maint/Oper Service Agreements			11/16/2012

Grand Total: \$1,278,101.91

Legend: * = Multiple Accounts for this P.O. SP = Special Project

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: December 10, 2012
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<u>Fiscal Year 2011/2012</u>		
1. Women's Business Center - Year 1 (District) First year of a three year renewal grant from the U.S. Small Business Administration, through the RSCCD Foundation, for the continuation of a center that will provide business counseling, technical assistance, and training to women in business and to women who are considering starting a business. (11/12).	9/30/2011	\$123,367
<i>The project has a 1-to-1 match requirements, and the match consists of \$92,915 of district-funded staff costs , \$37,562 of unclaimed indirect, and \$978 of program income.</i>		

<u>Fiscal Year 2012/2013</u>		
2. CalWORKs/Work Study/TANF (SAC/SCC) Annual allocations from the California Community Colleges Chancellor's Office to provide direct support services for welfare clients who are enrolled in educational programs as they prepare to transition out of the welfare setting and into gainful employment. (12/13)	10/9/2012	\$430,044
	<u>SAC</u>	<u>SCC</u>
CalWORKs Program	\$ 191,024	\$ 120,032
CalWORKs Work Study	\$ 8,686	\$ 4,504
TANF (Federal)	<u>\$ 70,817</u>	<u>\$ 34,981</u>
Total	\$ 270,527	\$ 159,517

The match required is 1-to-1 of the total for CalWORKs Program and Work Study allocations.

Fiscal Impact: \$1,155,776	Board Date: December 10, 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**

SAC match required is \$199,710 that consists of \$60,255 of district-funded staff costs and \$139,455 of need-based financial aid (Pell grants).

SCC match required is \$124,536 that consists of \$5,150 of district-funded staff costs and \$119,386 of need-based financial aid (Pell grants, SEOG, BOG fee waiver, and Cal grants).

3. SBA/CSUF – SBDC (District)

01/1/2013 \$602,365

Annual allocation from the Small Business Administration through California State University, Fullerton, to fund the continuous performance of the district’s Small Business Development Center. (12/13). The match required is 1-to-1 at \$602,365 (50% cash match and 50% in-kind match) that consists of \$169,260 district-funded staff costs, \$181,372 state grant-funded staff costs, \$223,782 of unclaimed indirect, and \$27,953 of donated books, postage, supplies, and time.

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: \$1,155,776	Board Date: December 10, 2012
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #1615
NAME: Women's Business Center - Year 1 of 3 (District)
FISCAL YEAR: 2011/2012

CONTRACT TERM: 9/30/11 - 9/29/12
 CONTRACT INCOME: \$123,367
 CFDA #: 59.043
 Grant Agreement No. SBAHQ-11-W-0006

PROJ ADM: Enrique Perez
 PROJ DIR: Kari Irwin
 Rev. Date: 11/29/12

GL Account String	Description	FY 11/12		FY 12/13		Total	
		Debit	Credit	Debit	Credit	Debit	Credit
11-0000-000004-50000-2130	Classified Employee : District Operations (Fixed)		53,012		16,599		69,611
11-0000-000004-50000-3415	H & W - Non-Instructional : District Operations (Fixed)		17,698		5,606		23,304
11-0000-672000-50000-5865	Indirect Costs : District Operations		20,352		17,210		37,562
11-1615-672000-50000-5865	Indirect Costs : District Operations (16% of grant-funded direct costs @ \$118,622 x 16% = \$18,980) (20% of district-funded direct costs @ \$92,915 x 20% = \$18,582)	20,352		17,210		37,562	
11-1615-684000-53220-2110	Classified Management : Women in Business Center Kari Irwin @ 36% Oct-Apr; @ 48% May-Sep	30,394		13,338		43,732	
11-1615-684000-53220-2130	Classified Employees : Women in Business Center Sally Akins @ 100% eff. 4B-6B + vacation payout	16,192		0		16,192	
11-1615-684000-53220-2320	Classified Employees - Hourly : Women in Business Ana Lenis Otoupalik, Business Services Coordinator eff. 2/28-6/30 @ \$22.33/hr. x 19 wks Business Experts @ \$40/hr. x 81.25 hours	6,426		3,261		9,687	
11-1615-684000-53220-3215	PERS - Non-Instructional : Women in Business Center	4,372		1,523		5,895	
11-1615-684000-53220-3315	OASDHI - Non-Instructional : Women in Business Cent	2,972		846		3,818	
11-1615-684000-53220-3325	Medicare - Non-Instructional : Women in Business Ce	788		245		1,033	
11-1615-684000-53220-3335	PARS - Non-Instructional : Women in Business Center	84		39		123	
11-1615-684000-53220-3415	H & W - Non-Instructional : Women in Business Cente	5,654		1,827		7,481	
11-1615-684000-53220-3435	H & W - Retiree Fund Non-Inst : Women in Business C	544		170		714	
11-1615-684000-53220-3515	SUI - Non-Instructional : Women in Business Center	762		186		948	
11-1615-684000-53220-3615	WCI - Non-Instructional : Women in Business Center	1,307		407		1,714	
11-1615-684000-53220-3915	Other Benefits - Non-Instruct : Women in Business C	1,215		363		1,578	
	Total 1615 - Women's Business Center Yr. 1 (match)	91,062	91,062	39,415	39,415	130,477	130,477

The match required is 1-to-1 at \$123,367 (50% cash match 50% in-kind match). We adhered to this grant requirement when we first submitted the original budget proposal for WBC Year 1. As quarterly expenditure reports were submitted we were required to report all the actual expenditures and/or activities supporting and/or earned by the program. The WBC year-end grant match total was \$131,455 and it consisted of the following:

\$92,915 district-funded costs (cash match)
 \$37,562 unclaimed indirect (in-kind match)
 \$978 program income (in-kind match)
 \$131,455 Total Match

7.1 (3)

SPECIAL PROJECT DETAILED BUDGET #1615
NAME: Women's Business Center - Year 1 of 3 (District)
FISCAL YEAR: 2011/2012

CONTRACT TERM: 9/30/11 - 9/29/12
 CONTRACT INCOME: \$123,367
 CFDA #: 59.043
 Grant Agreement No. SBAHQ-11-W-0006

PROJ ADM: Enrique Perez
 PROJ DIR: Kari Irwin
 Rev. Date: 11/29/12

GL Account String	Description	FY 11/12		FY 12/13		Total	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1615-000000-50000-8199	Other Federal Revenues : District Operations		95,131		28,236		123,367
12-1615-672000-50000-5865	Indirect Costs : District Operations @ 4%	3,659		1,086		4,745	
12-1615-675000-53220-5210	Conference Expenses : Women in Business Center	234		3,287		3,521	
12-1615-684000-53220-2110	Classified Management : Women in Business Center <i>Kari Irwin @ 58% Oct-Apr; @ 52% May-Sep</i>	48,212		14,449		62,661	
12-1615-684000-53220-2320	Classified Employees - Hourly : Women in Business <i>Business Experts @ 626 hrs x\$40/hr.</i> <i>Joe Kibbe, Vanessa Besack, Eydie Stumpf, JJ Richa</i>	21,680		3,342		25,022	
12-1615-684000-53220-3215	<i>PERS - Non-Instructional : Women in Business Center</i>	5,266		1,650		6,916	
12-1615-684000-53220-3315	<i>OASDHI - Non-Instructional : Women in Business Cent</i>	3,071		916		3,987	
12-1615-684000-53220-3325	<i>Medicare - Non-Instructional : Women in Business Ce</i>	1,032		263		1,295	
12-1615-684000-53220-3335	<i>PARS - Non-Instructional : Women in Business Center</i>	282		44		326	
12-1615-684000-53220-3415	<i>H & W - Non-Instructional : Women in Business Cente</i>	5,686		1,979		7,665	
12-1615-684000-53220-3435	<i>H & W - Retiree Fund Non-Inst : Women in Business C</i>	713		182		895	
12-1615-684000-53220-3515	<i>SUI - Non-Instructional : Women in Business Center</i>	1,137		200		1,337	
12-1615-684000-53220-3615	<i>WCI - Non-Instructional : Women in Business Center</i>	1,710		436		2,146	
12-1615-684000-53220-3915	<i>Other Benefits - Non-Instruct : Women in Business C</i>	1,391		393		1,784	
12-1615-684000-53220-4610	Non-Instructional Supplies : Women in Business Cent	834		0		834	
12-1615-684000-53220-5940	Reproduction/Printing Expenses : Women in Business	176		9		185	
12-1615-684000-53220-5950	Software License and Fees : Women in Business Cente	48		0		48	
Total 1615 - Women's Business Center Yr. 1 (funded)		95,131	95,131	28,236	28,236	123,367	123,367

7.1 (4)

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTA ANA COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013
 CalWORKs Income: 77,571
 Work Study: 8,686
 (From Work Study to Program) 36,890
 (From Child Care to Program) 76,563
Total Amount 199,710

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Marsha Gable
 Date: 11/30/2012

GL Account String	Description	Revised Budget	
		Debit	Credit
11_0000_000004_10000_1110	Contract Instructors : Santa Ana College (fixed)		26,698
11_0000_000004_10000_2130	Classified Employees : Santa Ana College (fixed)		16,211
11_0000_000004_10000_3411	H & W - Instructional : Santa Ana College (fixed)		7,472
11_0000_000004_10000_3415	H & W - Non-Instructional : Santa Ana Col (fixed)		9,874
11_2061_620000_18100_2130	Classified Employees : Continuing Education -Irene Salcedo, Intermediate Clerk Grade 5 Step 6, +10%L @ 18% -Carmella Cenicerros, A&R Specialist I Grade 6 Step 6, +7.5%L @ 16%	16,211	
11_2061_620000_18100_3215	PERS - Non-Instructional : Continuing Educati	1,851	
11_2061_620000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	1,034	
11_2061_620000_18100_3325	Medicare - Non-Instructional : Continuing Edu	242	
11_2061_620000_18100_3415	H & W - Non-Instructional : Continuing Educat	5,538	
11_2061_620000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	167	
11_2061_620000_18100_3515	SUI - Non-Instructional : Continuing Educatio	183	
11_2061_620000_18100_3615	WCI - Non-Instructional : Continuing Educatio	400	
11_2061_620000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	459	
11_2061_649000_19505_1250	Contract Coordinator : Special Services Office Ann Lockhart, CalWORKs Coordinator @ 30%	26,698	
11_2061_649000_19505_3115	STRS - Non-Instructional : Special Services O	2,203	
11_2061_649000_19505_3325	Medicare - Non-Instructional : Special Servic	393	
11_2061_649000_19505_3415	H & W - Non-Instructional : Special Services	3,282	
11_2061_649000_19505_3435	H & W - Retiree Fund Non-Inst : Special Servi	271	
11_2061_649000_19505_3515	SUI - Non-Instructional : Special Services Of	298	
11_2061_649000_19505_3615	WCI - Non-Instructional : Special Services Of	650	
11_2061_649000_19505_3915	Other Benefits - Non-Instruct : Special Servi	375	
	Total 2061 - CalWORKs SAC (match)	60,255	60,255

The match required is 1-to1 of the total for CalWORKs Program and Work Study allocations. The SAC match required is \$199,710 that consists of:

CalWORKs Contract Coordinator @ 30%	\$34,170
Admissions/Records Specialist @ 16%	\$12,717
Intermediate Clerk @ 18%	\$13,368
Allowable match: need-based financial aid (Pell Grant)	\$139,455
SAC Match Total	\$199,710

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTA ANA COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013
 CalWORKs Income: 77,571
 Work Study: 8,686
 (From Work Study to Program) 36,890
 (From Child Care to Program) 76,563
Total Amount 199,710

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Marsha Gable
 Date: 11/30/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2061_000000_10000_8625	CalWORKs : Santa Ana College		186,790		199,710		12,920
CENTENNIAL EDUCATION CENTER - Nilo Lipiz							
12_2061_631000_18100_1430	Part-Time Counselors : Continuing Education R. Johnson (FA12 @ 184 hrs., SP13 @ 228 hrs.)	28,503		19,974			8,529
12_2061_631000_18100_1435	Int/Sum - Counselors,Part-Time : Continuing R. Johnson (INT13 @ 24 hrs., SU13 @ 48 hrs)	10,040		3,491			6,549
12_2061_631000_18100_3115	STRS - Non-Instructional : Continuing Educati	3,180		1,936			1,244
12_2061_631000_18100_3325	Medicare - Non-Instructional : Continuing Edu	560		340			220
12_2061_631000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	385		235			150
12_2061_631000_18100_3515	SUI - Non-Instructional : Continuing Educatio	620		258			362
12_2061_631000_18100_3615	WCI - Non-Instructional : Continuing Educatio	925		563			362
SANTA ANA COLLEGE - Marsha Gable							
12_2061_601000_19505_2130	Classified Employees : Special Services Offic	17,154		0			17,154
12_2061_601000_19505_3215	PERS - Non-Instructional : Special Services O	1,874		0			1,874
12_2061_601000_19505_3315	OASDHI - Non-Instructional : Special Services	1,105		0			1,105
12_2061_601000_19505_3325	Medicare - Non-Instructional : Special Servic	259		0			259
12_2061_601000_19505_3415	H & W - Non-Instructional : Special Services	9,504		0			9,504
12_2061_601000_19505_3435	H & W - Retiree Fund Non-Inst : Special Servi	178		0			178
12_2061_601000_19505_3515	SUI - Non-Instructional : Special Services Of	286		0			286
12_2061_601000_19505_3615	WCI - Non-Instructional : Special Services Of	428		0			428
12_2061_601000_19505_3915	Other Benefits - Non-Instruct : Special Servi	675		0			675
12_2061_631000_19505_1430	Part-Time Counselors : Special Services Offic Sylvia Sanchez, \$46.17/hr. (FA12 @ 5.14 LHE) R. Johnson, \$48.48/hr. (SP13 @ 1.87 LHE)	22,107		13,775			8,332
12_2061_631000_19505_1434	Int/Sum Beyond Contr-Counselor : Special Serv Ann Lockhart (SU12)	0		4,722		4,722	

7.1 (6)

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTA ANA COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013
 CalWORKs Income: 77,571
 Work Study: 8,686
 (From Work Study to Program) 36,890
 (From Child Care to Program) 76,563
Total Amount 199,710

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Marsha Gable
 Date: 11/30/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2061_631000_19505_1435	Int/Sum - Counselors,Part-Time : Special Serv Sylvia Sanchez, \$46.17/hr. (SU12 @ 3.62 LHE) Al Molina, \$48.48/hr. (SU12 @ 5.17 LHE, INT13 @ 1.14 LHE, SU13 @ 5.71 LHE) R. Johnson, \$48.48/hr. (SU12 @ 0.29 LHE, INT13 @ 1.14 LHE, SU13 @ 2.5 LHE)	6,981		39,496		32,515	
12_2061_631000_19505_3115	STRS - Non-Instructional : Special Services O	2,400		4,784		2,384	
12_2061_631000_19505_3325	Medicare - Non-Instructional : Special Servic	422		841		419	
12_2061_631000_19505_3435	H & W - Retiree Fund Non-Inst : Special Servi	291		580		289	
12_2061_631000_19505_3515	SUI - Non-Instructional : Special Services Of	468		637		169	
12_2061_631000_19505_3615	WCI - Non-Instructional : Special Services Of	698		1,392		694	
12_2061_649000_19505_2130	Classified Employees : Special Services Offic Gloria Ramos, Administrative Clerk Grade 10 Step 6, +2.5%L @ 60%	6,738		33,752		27,014	
12_2061_649000_19505_3215	PERS - Non-Instructional : Special Services O	736		3,853		3,117	
12_2061_649000_19505_3315	OASDHI - Non-Instructional : Special Services	428		2,143		1,715	
12_2061_649000_19505_3325	Medicare - Non-Instructional : Special Servic	100		501		401	
12_2061_649000_19505_3415	H & W - Non-Instructional : Special Services	16		72		56	
12_2061_649000_19505_3435	H & W - Retiree Fund Non-Inst : Special Servi	69		346		277	
12_2061_649000_19505_3515	SUI - Non-Instructional : Special Services Of	111		380		269	
12_2061_649000_19505_3615	WCI - Non-Instructional : Special Services Of	166		829		663	
12_2061_649000_19505_3915	Other Benefits - Non-Instruct : Special Servi	169		810		641	
12_2061_649000_19505_6410	Equipment - All Other > \$1,000 : Special Serv	3,423		0			3,423
12_2061_649000_19505_6419	Equip/Software - >\$200 <\$1,000 : Special Serv	1,677		0			1,677
12_2061_675000_19505_5210	Conference Expenses : Special Services Office	4,000		1,200			2,800
12_2061_647000_19540_2130	Classified Employees : Job/Career Placement Deborah Gossett, Intermediate Clerk Grade 5 Step 6, +5%L @ 60%	25,654		26,821		1,167	
12_2061_647000_19540_3215	PERS - Non-Instructional : Job/Career Placeme	2,802		3,062		260	

Original Budget (funded)
 Prepared by: Maria Gil

Board Approved: December 10, 2012
 Accountant: Laurie Sandoval

7.1 (7)

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTA ANA COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013
 CalWORKs Income: 77,571
 Work Study: 8,686
 (From Work Study to Program) 36,890
 (From Child Care to Program) 76,563
Total Amount 199,710

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Marsha Gable
 Date: 11/30/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2061_647000_19540_3315	OASDHI - Non-Instructional : Job/Career Place	1,641		1,713		72	
12_2061_647000_19540_3325	Medicare - Non-Instructional : Job/Career Pla	384		401		17	
12_2061_647000_19540_3415	H & W - Non-Instructional : Job/Career Placem	12,440		12,944		504	
12_2061_647000_19540_3435	H & W - Retiree Fund Non-Inst : Job/Career Pl	265		276		11	
12_2061_647000_19540_3515	SUI - Non-Instructional : Job/Career Placemen	426		304			122
12_2061_647000_19540_3615	WCI - Non-Instructional : Job/Career Placemen	635		663		28	
12_2061_647000_19540_3915	Other Benefits - Non-Instruct : Job/Career Pl	810		810		0	
12_2061_647000_19540_4310	Instructional Supplies : Job/Career Placement	7,000		2,700			4,300
12_2061_647000_19540_4610	Non-Instructional Supplies : Job/Career Place	4,647		3,515			1,132
12_2061_647000_19540_4710	Food and Food Service Supplies : Job/Career P	3,000		500			2,500
12_2061_647000_19540_5630	Maint Contract - Office Equip : Job/Career PI	200		191			9
12_2061_647000_19540_5845	Excess/Copies Useage : Job/Career Placement C	150		150		0	
12_2061_649000_19540_5850	Fingerprinting : Job/Career Placement Center	60		64		4	
WORK STUDY - SANTA ANA COLLEGE @ \$8,686							
12_2061_647000_19410_2340	Student Assistants - Hourly : Student Placement	0		8,400		8,400	
12_2061_647000_19410_3315	OASDHI - Non-Instructional : Student Placemen	0		0		0	0
12_2061_647000_19410_3325	Medicare - Non-Instructional : Student Placeme	0		0		0	0
12_2061_647000_19410_3435	H & W - Retiree Fund Non-Inst : Student Placem	0		84		84	
12_2061_647000_19410_3615	WCI - Non-Instructional : Student Placemenent	0		202		202	
Total 2061 - CalWORKs SAC (funded)		186,790	186,790	199,710	199,710	86,094	86,094

7.1 (8)

SPECIAL PROJECT DETAILED BUDGET #1680
NAME: TANF - WELFARE TO WORK - SANTA ANA COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013
 CONTRACT INCOME: \$70,817
 CFDA #: 93.558

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Marsha Gable
 Date: 11/30/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_1680_000000_10000_8140	TANF : Santa Ana College		73,609		70,817	2,792	
12_1680_631000_19505_1430	Part-Time Counselors : Special Services Offic AI Molina (FA12 @ 10 LHE; SP13 @ 10 LHE) R. Johnson (FA12 @ 4.72 LHE, SP13 @ 2.85 LHE)	52,310		56,137		3,827	
12_1680_631000_19505_1435	Int/Sum - Counselors,Part-Time : Special Serv R. Johnson (SU12 @ 2.85 LHE)	11,871		5,803			6,068
12_1680_631000_19505_3115	STRS - Non-Instructional : Special Services O	5,282		5,110			172
12_1680_631000_19505_3325	Medicare - Non-Instructional : Special Servic	931		898			33
12_1680_631000_19505_3435	H & W - Retiree Fund Non-Inst : Special Servi	642		619			23
12_1680_631000_19505_3515	SUI - Non-Instructional : Special Services Of	1,033		681			352
12_1680_631000_19505_3615	WCI - Non-Instructional : Special Services Of	1,540		1,487			53
12_1680_732000_19505_7630	Supplies Paid for Students : Special Services Office)	0		82		82	
	Total 1680 - TANF (SAC)	73,609	73,609	70,817	70,817	6,701	6,701

7.1 (9)

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013
 CalWORKs Income: 63,939
 Work Study Income: 4,504
 From Work Study: 6,284
 From Child Care: 49,809
Total Amount: 124,536

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios
 DATE: 11/30/2012

GL Account String	Description	Revised Budget	
		Debit	Credit
11_0000_000004_20000_1110	Contract Instructors : Santiago Canyon College		3,315
11_0000_000004_20000_3411	H & W - Instructional : Santiago Canyon College		1,835
11_2061_647000_29340_2130	Classified Employees : Student Placement Diana Casares, Student Services Coord. Grade 15 Step 5 +2.5%L + 2500PG @ 5% (1B) Jacqueline Myers, Job Placement Coord. Grade 13 Step 6 +10%L @ 5% (2B-12B)	3,315	
11_2061_647000_29340_3215	PERS - Non-Instructional : Student Placement	378	
11_2061_647000_29340_3315	OASDHI - Non-Instructional : Student Placemen	210	
11_2061_647000_29340_3325	Medicare - Non-Instructional : Student Placem	49	
11_2061_647000_29340_3415	H & W - Non-Instructional : Student Placement	978	
11_2061_647000_29340_3435	H & W - Retiree Fund Non-Inst : Student Place	34	
11_2061_647000_29340_3515	SUI - Non-Instructional : Student Placement	37	
11_2061_647000_29340_3615	WCI - Non-Instructional : Student Placement	81	
11_2061_647000_29340_3915	Other Benefits - Non-Instruct : Student Place	68	
	Total 2061 - CalWORKs SCC (match)	5,150	5,150

The match required is 1-to-1 of the total for CalWORKs Program and Work Study allocations. The SCC match required is \$124,536 that consists of:

Student Services Coordinator @ 5% only 1B	\$445
Job Placement Coordinator @ 5% (2B-12B)	\$4,705
Allowable match: need-based financial aid (Pell Grant)	\$80,279
Allowable match: need-based financial aid (SEOG)	\$1,200
Allowable match: need-based financial aid (BOG fee waiver)	\$33,488
Allowable match: need-based financial aid (Cal Grant)	\$4,419
SCC Match Total	\$124,536

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2012/2013

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

CalWORKs Income: 63,939
 Work Study Income: 4,504
 From Work Study: 6,284
 From Child Care: 49,809
Total Amount: 124,536

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios
 DATE: 11/30/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2061_000000_20000_8625	CalWORKs : Santiago Canyon College		91,008		124,536		33,528
12_2061_631000_29325_1430	Part-Time Counselors : Counseling Susie Duarte 674.52 hrs, 16.06 LHE	35,868		34,333			1,535
12_2061_631000_29325_1433	Beyond Contract - Counselors : Counseling Leonor Aguilera 128.42hrs, 3.05 LHE Nena Baldizon-Rios 308.7 hrs, 7.35 LHE	8,653		22,249		13,596	
12_2061_631000_29325_1434	Int/Sum Beyond Contr-Counselor : Counseling Leonor Aguilera 54.45 hrs, 1.29 LHE Nena Baldizon-Rios 138.56hrs, 3.29 LHE	2,356		15,274		12,918	
12_2061_631000_29325_1435	Int/Sum - Counselors,Part-Time : Counseling Susie Duarte 353.2 hrs, 8.40 LHE	11,403		17,978		6,575	
12_2061_631000_29325_2340	Student Assistants - Hourly : Counseling	9,167		0			9,167
12_2061_631000_29325_3115	STRS - Non-Instructional : Counseling	4,808		7,411		2,603	
12_2061_631000_29325_3315	OASDHI - Non-Instructional : Counseling	0		0		0	
12_2061_631000_29325_3325	Medicare - Non-Instructional : Counseling	845		1,303		458	
12_2061_631000_29325_3435	H & W - Retiree Fund Non-Inst : Counseling	674		898		224	
12_2061_631000_29325_3515	SUI - Non-Instructional : Counseling	938		988		50	
12_2061_631000_29325_3615	WCI - Non-Instructional : Counseling	1,619		2,156		537	
12_2061_631000_29325_4610	Non-Instructional Supplies : Counseling	1,240		2,500		1,260	
12_2061_631000_29325_4710	Food and Food Service Supplies : Counseling	2,413		2,250			163
12_2061_631000_29325_5220	Mileage/Parking Expenses : Counseling	100		100		0	
12_2061_631000_29325_5940	Reproduction/Printing Expenses : Counseling	178		200		22	
12_2061_631000_29325_5966	Transportation - Student : Counseling	1,279		800			479
12_2061_675000_29325_4610	Non-Instructional Supplies : Counseling	300		0			300
12_2061_675000_29325_5210	Conference Expenses : Counseling	5,366		674			4,692
12_2061_675000_29325_6410	Equipment - All Other > \$1,000 : Counseling	2,000		10,118		8,118	
12_2061_675000_29325_6419	Equip/Software - >\$200 <\$1,000 : Counseling	822		800			22
12_2061_732000_29325_7630	Supplies Paid for Students : Counseling	979		0			979

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013
 CalWORKs Income: 63,939
 Work Study Income: 4,504
 From Work Study: 6,284
 From Child Care: 49,809
Total Amount: 124,536

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios
 DATE: 11/30/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
	Work Study - SCC @ \$4,504						
12_2061_647000_29340_2340	Student Assistants - Hourly : Student Placement Kate Clarke ID#1069856 @ \$10.75/hr. Kathy Montenegro ID#1665475 @ \$9.50/hr. Lani Wood ID#1786180 @ \$9.50/hr.	0		4,355		4,355	
12_2061_647000_29340_3315	<i>OASDHI - Non-Instructional : Student Placemen</i>	0		0		0	
12_2061_647000_29340_3325	<i>Medicare - Non-Instructional : Student Placem</i>	0		0		0	
12_2061_647000_29340_3435	<i>H & W - Retiree Fund Non-Inst : Student Place</i>	0		44		44	
12_2061_647000_29340_3615	<i>WCI - Non-Instructional : Student Placement</i>	0		105		105	
	Total 2061 - CalWORKs SCC (funded)	91,008	91,008	124,536	124,536	50,865	50,865

7.1 (12)

SPECIAL PROJECT DETAILED BUDGET #1680
NAME: TANF - WELFARE TO WORK - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013
 CONTRACT INCOME: \$34,981
 CFDA #: 93.558

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios
 Date: 11/30/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12 1680 000000 20000 8140	TANF : Santiago Canyon College		34,079		34,981		902
12 1680 631000 29325 1430	Part-Time Counselors : Counseling Juana Galvan 100 hrs, 2.38 LHE @ \$63.29/hr.(blended-rate)	19,821		6,329			13,492
12 1680 631000 29325 3115	STRS - Non-Instructional : Counseling	1,965		522			1,443
12 1680 631000 29325 3325	Medicare - Non-Instructional : Counseling	345		92			253
12 1680 631000 29325 3435	H & W - Retiree Fund Non-Inst : Counseling	238		63			175
12 1680 631000 29325 3515	SUI - Non-Instructional : Counseling	384		70			314
12 1680 631000 29325 3615	WCI - Non-Instructional : Counseling	572		152			420
12 1680 732000 29325 7630	Supplies Paid for Students : Counseling	6,500		7,300		800	
12 1680 647000 29340 2340	Student Assistants - Hourly : Student Placement Angelica Melgoza-Hurtado, 88 hrs. @ \$13.25/hr. Thelma Rodriguez, 609 hrs. @ \$8.75/hr. Saul Rodriguez, 20 hrs. @ \$8.75/hr.	2,940		17,217		14,277	
12 1680 647000 29340 3315	OASDHI - Non-Instructional : Student Placemen	0		1,066		1,066	
12 1680 647000 29340 3325	Medicare - Non-Instructional : Student Placem	0		250		250	
12 1680 647000 29340 3435	H & W - Retiree Fund Non-Inst : Student Place	29		172		143	
12 1680 647000 29340 3615	WCI - Non-Instructional : Student Placement	71		413		342	
12 1680 647000 29340 4710	Food and Food Service Supplies : Student Plac Workshops, SSA Open House, One-day Workshop event	1,214		1,335		121	
	Total 1680 TANF - SCC	34,079	34,079	34,981	34,981	16,999	16,999

7.1 (13)

SPECIAL PROJECT DETAILED BUDGET #1316
NAME: SBA/CSUF 2012 - SMALL BUSINESS DEVELOPMENT CENTER
FISCAL YEAR 2012/2013

Contract Period: 1/1/2013 - 12/31/2013
 Contract Amount: \$602,365
 CFDA No. 59.037

PROJ ADM: Enrique Perez
 PROJ DIR: Leila Mozaffari
 Date: 11/30/12

GL Account String	Description	FY 12/13		FY 13/14		Total	
		Debit	Credit	Debit	Credit	Debit	Credit
11-0000-000004-50000-2130	Classified Employee : District Operations (Fixed)		62,794		63,422		126,216
11-0000-000004-50000-3415	H & W - Non-Instructional : District Operations (Fixed)		21,248		21,796		43,044
11-1317-684000-53410-2110	Classified Management : Small Business Dev Ctr <i>Leila Mozaffari, SDBC Director @ 100%</i>	62,794		63,422		126,216	
11-1317-684000-53410-3215	PERS - Non-Instructional : Small Business Dev Ctr O	7,169		7,241		14,410	
11-1317-684000-53410-3315	OASDHI - Non-Instructional : Small Business Dev Ctr	3,966		4,005		7,971	
11-1317-684000-53410-3325	Medicare - Non-Instructional : Small Business Dev C	928		937		1,865	
11-1317-684000-53410-3415	H & W - Non-Instructional : Small Business Dev Ctr	5,131		5,531		10,662	
11-1317-684000-53410-3435	H & W - Retiree Fund Non-Inst : Small Business Dev	640		646		1,286	
11-1317-684000-53410-3515	SUI - Non-Instructional : Small Business Dev Ctr Of	704		711		1,415	
11-1317-684000-53410-3615	WCI - Non-Instructional : Small Business Dev Ctr Of	1,535		1,550		3,085	
11-1317-684000-53410-3915	Other Benefits - Non-Instruct : Small Business Dev	1,175		1,175		2,350	
	Total 1317 - SBA/CSUF 2013 SBDC (match)	84,042	84,042	85,218	85,218	169,260	169,260

The match required is 1-to-1 at \$602,365 (50% cash match and 50% inkind match) that consists of the following:

Cash match: Project Director salary and benefits @ 100%	169,260
Cash match: BEC/ YEP BEC grant-funded project	133,509
In-kind match: YEP CITD grant-funded	47,863
In-kind match: unclaimed indirect	223,782
(24% rate on grant-funded direct costs: \$579,197 x 24% = \$139,007)	
(28% on cash match direct costs: \$302,767 x 28% = \$84,775)	
Donated books, supplies, postage, time	27,953
Total Match	602,367

7.1 (14)

SPECIAL PROJECT DETAILED BUDGET #1316
NAME: SBA/CSUF 2012 - SMALL BUSINESS DEVELOPMENT CENTER
FISCAL YEAR 2012/2013

Contract Period: 1/1/2013 - 12/31/2013
 Contract Amount: \$602,365
 CFDA No. 59.037

PROJ ADM: Enrique Perez
 PROJ DIR: Leila Mozaffari
 Date: 11/30/12

GL Account String	Description	New Budget	
		Debit	Credit
12-1317-000000-50000-8199	Other Federal Revenues : District Operations		602,365
12-1317-672000-50000-5865	Indirect Costs : District Operations	23,168	
12-1317-675000-53410-5210	Conference Expenses : Small Business Dev Ctr Office	2,500	
12-1317-684000-53410-2110	Classified Management : Small Business Dev Ctr Offi	74,656	
12-1317-684000-53410-2130	Classified Employees : Small Business Dev Ctr Offic Luis Kings, Administrative Clerk @ 100% Claudia Figueroa, Administrative Clerk @ 100%	105,097	
12-1317-684000-53410-2320	Classified Employees - Hourly : Small Business Dev Business Experts @ \$45/hr. x 5,061 hours	227,750	
12-1317-684000-53410-3215	PERS - Non-Instructional : Small Business Dev Ctr O	42,577	
12-1317-684000-53410-3315	OASDHI - Non-Instructional : Small Business Dev Ctr	23,358	
12-1317-684000-53410-3325	Medicare - Non-Instructional : Small Business Dev C	5,984	
12-1317-684000-53410-3335	PARS - Non-Instructional : Small Business Dev Ctr O	467	
12-1317-684000-53410-3415	H & W - Non-Instructional : Small Business Dev Ctr	53,878	
12-1317-684000-53410-3435	H & W - Retiree Fund Non-Inst : Small Business Dev	4,127	
12-1317-684000-53410-3515	SUI - Non-Instructional : Small Business Dev Ctr Of	4,539	
12-1317-684000-53410-3615	WCI - Non-Instructional : Small Business Dev Ctr Of	9,904	
12-1317-684000-53410-3915	Other Benefits - Non-Instruct : Small Business Dev	5,175	
12-1317-684000-53410-4210	Books, Mags & Ref Mat, Non-Lib : Small Business Dev	500	
12-1317-684000-53410-4610	Non-Instructional Supplies : Small Business Dev Ctr	2,000	
12-1317-684000-53410-4710	Food and Food Service Supplies : Small Business Dev	1,000	
12-1317-684000-53410-5220	Mileage/Parking Expenses : Small Business Dev Ctr O	3,600	
12-1317-684000-53410-5300	Inst Dues & Memberships : Small Business Dev Ctr Of	185	
12-1317-684000-53410-5560	Telephone & Pager Services : Small Business Dev Ctr	2,000	
12-1317-684000-53410-5610	Lease Agreement - Equipment : Small Business Dev Ct	3,600	
12-1317-684000-53410-5940	Reproduction/Printing Expenses : Small Business Dev	3,000	
12-1317-684000-53410-5950	Software License and Fees : Small Business Dev Ctr	300	
12-1317-684000-53410-6411	Equipment - Federal Progs >200 : Small Business Dev	3,000	
	Total 1317 - SBA/CSUF 2013 SBDC (funded)	602,365	602,365

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Office of the Chancellor)

To:	Board of Trustees	Date: December 10, 2012
Re:	Authorization of Signatures	
Action:	Request for Action	

BACKGROUND

A list of the District's authorized signatures is kept on file at the Orange County Department of Education.

ANALYSIS

The attached list designates those individuals authorized to sign various documents on behalf of the district. This form has been revised to include the signature of Ms. Claudia C. Alvarez (Trustee), Mr. Jose Solorio (Trustee), and Ms. Nelida Mendoza Yanez effective December 10, 2012.

RECOMMENDATION

It is recommended that the board approve the revised list of authorized signatures.

Fiscal Impact: None	Board Date: December 10, 2012
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

AUTHORIZATION OF SIGNATURES

RANCHO SANTIAGO COMMUNITY COLLEGE SCHOOL DISTRICT

I, _____, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 10th day of December, 2012, adopted by a majority vote of said Board, a resolution that the following named persons, effective December 10th, 2012, be authorized to sign payroll notices of employment/changes of status (NOE/CS), time sheets, vendor orders for payment and warrant registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

<u>NAME (TYPED)</u>	<u>SPECIMEN SIGNATURE</u>	AUTHORIZED TO SIGN:			
		<u>PAYROLL</u>		<u>VENDOR PAYMENTS</u>	
		TIME			
		<u>NOE/CS</u>	<u>SHEET</u>	<u>ORDERS</u>	<u>REGISTERS</u>
John Didion _____		<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
Peter J. Hardash _____		<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
Adam O'Connor _____		<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
Erlinda J. Martinez _____		<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
Raúl Rodríguez _____		<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>
Juan Vázquez _____		<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>

AUTHORIZATION OF SIGNATURES (cont.)

I further certify that the signatures following are those of the members of the governing board not mentioned above.

<u>NAME (TYPED)</u>	<u>SIGNATURE</u>
Claudia C. Alvarez	_____
Arianna P. Barrios	_____
John R. Hanna	_____
Lawrence R. Labrado	_____
Jose Solorio	_____
Nelida Mendoza Yanez	_____
Phillip E. Yarbrough	_____

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of December, 2012.

Clerk _____

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 12-64

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 November 13, 2012, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee R. David Chapel was not present at the board meeting; and

Whereas, the board has determined that Trustee Chapel’s absence was due to personal business;

NOW, THEREFORE, BE IT RESOLVED that Trustee Chapel shall be paid at the regular rate of compensation for the board meeting on November 13, 2012.

Dated this 10th day of December 2012.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

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

Resolution in Honor of the Police and Fire Departments of the City of Orange

Resolution No. 12-76

WHEREAS, the Orange Chamber of Commerce honors those who serve the city of Orange; and

WHEREAS, the members of the Orange Police and Fire departments risk their lives each day to protect the citizens, businesses and visitors in the city of Orange; and

WHEREAS, the members of the Orange Police and Fire departments volunteer their time and talent to various organizations in the city of Orange; and

WHEREAS, the members of the Orange Police and Fire departments can be counted on in times of emergency and crisis to assist the entire city of Orange; and

THEREFORE BE IT RESOLVED, that the Rancho Santiago Community College District Board of Trustees salutes the Police and Fire Departments of the City of Orange as recipients of the Chief's Annual Recognition Award.

Dated this 10th day of December 2012.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Chancellor's Office)

To:	Board of Trustees	Date: December 10, 2012
Re:	List of 2013 Conferences and Legislative Executive Visits for Board Members	
Action:	Information	

BACKGROUND

On October 8, 2012, the Board of Trustees approved BP 2735 Board Member Travel which includes the following:

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.

RECOMMENDATION

Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend is provided as information.

Fiscal Impact: To Be Determined by Conferences/Legislative Visits Attended	Board Date: Dec. 10, 2012
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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)

Conferences Board Members may wish to attend in 2013

Friday – Sunday, January 25–27, 2013 (registration fee: \$295)

All day **Effective Trusteeship Workshop**
Sheraton Grand, Sacramento

Sunday & Monday, Jan. 27-28

All day **CCLC Legislative Conference** (estimated cost: \$850-\$1,300)
Sheraton Hotel Sacramento

Monday, February 11, 2013 (registration fee: \$100)

10am-5pm **ACCT New Trustee Academy**
Marriott Wardman Park Hotel, Washington, D.C.

Monday – Thursday, February 11-14, 2013 (estimated cost: \$2,100-\$3,000)

ACCT National Legislative Summit
Marriott Wardman Park Hotel, Washington, D.C.

Friday-Monday, February 22-25, 2013 (estimated cost: \$3,000)

CCID 37th Annual Conference
Atlanta, Georgia

Friday-Sunday, April 26-28, 2013 (estimated cost: \$900)

SSCCC Spring General Assembly (student trustee)
Hyatt Regency San Francisco Airport

Friday – Sunday, May 3-5, 2013 (estimated cost: \$1,500)

CCLC Annual Trustees Conference
Ritz-Carlton, Lake Tahoe

Thursday – Saturday, June 27-29, 2013 (estimated cost: \$3,000)

NALEO 30th Annual Conference
Chicago, Illinois

Friday-Saturday, August 9-10(?), 2013 (estimated cost: \$900)

Student Trustee Workshop
San Francisco (?) (this event is not on website yet)

Wednesday-Saturday, October 2-5, 2013 (estimated cost: \$3000)

ACCT Annual Leadership Congress
Seattle, Washington

Conferences Board Members may wish to attend in 2013

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November 2013 (estimated cost: \$900, depending on location)

SSCCC Fall 2013 General Assembly (student trustee)

Location TBD

ACCT – Association of Community College Trustees

CCID – Community Colleges for International Development, Inc.

CCLC – Community College League of California

NALEO - National Assoc. of Latino Elected & Appointed Officials

SSCCC – Student Senate for California Community Colleges

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To:	Board of Trustees	Date: December 10, 2012
Re:	RSCCD Board of Trustees Self-Evaluation	
Action:	Receive and Review	

BACKGROUND

Board Policy 2745 provides for the Board of Trustees to conduct an annual self-evaluation by November of each year.

ANALYSIS

An evaluation survey was approved by the Board on October 8, 2012 and was distributed to individuals identified in Board Policy 2745. The survey responses were presented to the Board at the November 13, 2012 meeting. Subsequent to that meeting, the individual Board members completed the self-evaluation instrument. Those responses are now provided to the Board for review and discussion.

RECOMMENDATION

It is recommended that the Board of Trustees review the evaluation responses and complete the self-evaluation process for 2012.

Fiscal Impact: None	Board Date: December 10, 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 Rodriguez, Ph.D., Chancellor	



Rancho Santiago Community College District (RSCCD) Board of Trustees Self-Evaluation of Internal Operations and Goals, 2012

December 2012

Background

The RSCCD Board of Trustees 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. After reviewing feedback obtained from an online questionnaire last month (disseminated to various individuals associated with RSCCD, both on-staff and otherwise), Board members (n=6) assessed their own activities using the same survey instrument; those data are included in this report, along with three years' prior data for comparison purposes.

Summary of Findings

Overall, members look favorably upon Board operations—respondents exclusively assign ratings of 1 (“strongly agree”) or 2 (“agree”) to 25 (nearly over half) of the 44 categories assessed. Highlights include:

- Members expressed “don't know/not applicable” in only two instances on this survey (compared to 17 categories on the prior year's survey) regarding 1) the completion of the chancellor's evaluation process and effective use of the results, and 2) the Board following communication procedures with staff.
- Six items received a “strongly disagree” response: 1) regular development and review of goals, 2) adopted a planning/evaluation process that meets the needs of students, 3) understands colleges' educational programs/services, 4) completes chancellor's evaluation process, 5) follows communications procedures with staff, and 6) adheres to policies for dealing with college/community/citizens/media.
- The greatest improvements over past years' responses are the positive relationship between the Board and Chancellor and the awareness of the community and district employees of who their elected trustees are and the Board's role in District governance.

Detailed responses, as well as comparisons with responses from the prior three years' surveys, and respondent comments, follow.

Detail of Findings

RSCCD 2012 Board of Trustees Self-Evaluation Results

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
Board Organization and Operation					
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	5	1			
Board members respect each others' opinions.	2	3	1		
The board conducts its meetings in compliance with state laws, including The Brown Act.	4	2			
Board members understand that they have no legal authority beyond board meetings.	3	3			
Board members regularly seek the opinion of the student trustee.	2	3	1		
Policy Role					
Board meetings focus on policy issues that relate to board responsibilities.	3	3			
The board focuses on policy in board discussion, not administrative matters.	2	3	1		
The board is knowledgeable about the mission and purpose of the institution.	3	2	1		
The board clearly delegates the administration of the colleges to the chancellor.	4	2			
The board ensures compliance with federal and state laws and measures for emergency response.	4	2			
Strategic Planning					
The board understands the budget process.	1	3	1		
The board gives adequate attention to the mission, goals, and future planning of the district.	3	1	2		
The board regularly develops and reviews goals for continuous improvement.		4	1	1	
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.	1	4		1	
The board understands the colleges' educational programs and services.	1	3	1	1	
The board is appropriately involved in defining the vision and goals of the district.	2	2	2		
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	3	3			
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	2	3	1		
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	2	4			

RSCCD 2012 Board of Trustees Self-Evaluation Results

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
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.	2	3	1		
The board keeps the chancellor informed of community contacts.	2	3	1		
The board follows a procedure for annual evaluations of the chancellor.	2	2	2		
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	2	4			
The board and chancellor have a positive, cooperative relationship.	4	2			
The board understands its role and that of the chancellor, presidents, faculty, and staff.	2	4			
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	2	4			
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	2	2		1	1
The board follows communication procedures with staff.	2	2		1	1
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	3	3			
Community Relations/Advocacy					
Board members are knowledgeable about community college and state-related issues.	2	4			
The board acts as an advocate for community colleges.	2	4			
Board members participate actively in community activities.	2	3	1		
Board agendas include legislative and state policy issues that will impact the district.	2	4			
Board members act on behalf of the entire community.	1	5			
The board recognizes and celebrates positive accomplishments of the district and colleges.	4	2			
The board works to build a positive image of the district in the community.	4	2			
Board members adhere to policies for dealing with college, community citizens, and the media.	3	2		1	
The community and district employees are aware of who the elected trustees are and their role in district governance.	2	3	1		
Board Leadership, Ethics, and Standards of Conduct					
The board understands collective bargaining and its role in the process.	2	4			
The board practices appropriate collegial consultation (participatory governance).	3	3			
The board maintains confidentiality of privileged information.	3	2	1		
The board makes decisions in the best interest of students and the colleges.	3	3			
The board operates ethically without conflict of interest following established board policies.	2	4			
Board members participate in trustee development activities.	3	3			

RSCCD Board of Trustees Self-Evaluation Results, 2009-2012

	# "strongly agree" or "agree"			
	2012 Survey	2011 Survey	2010 Survey	2009 Survey
	n=6	n=8	n=7	n=8
Board Organization and Operation				
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	6	8	7	8
Board members respect each others' opinions.	5	8	7	8
The board conducts its meetings in compliance with state laws, including The Brown Act.	6	7	6	7
Board members understand that they have no legal authority beyond board meetings.	6	8	7	7
Board members regularly seek the opinion of the student trustee.	5	5	5	7
Policy Role				
Board meetings focus on policy issues that relate to board responsibilities.	6	8	7	7
The board focuses on policy in board discussion, not administrative matters.	5	7	7	7
The board is knowledgeable about the mission and purpose of the institution.	5	8	6	8
The board clearly delegates the administration of the colleges to the chancellor.	6	8	7	7
The board ensures compliance with federal and state laws and measures for emergency response.	6	8	7	8
Strategic Planning				
The board understands the budget process.	4	7	6	7
The board gives adequate attention to the mission, goals, and future planning of the district.	4	7	6	6
The board regularly develops and reviews goals for continuous improvement.	4	5	6	6
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.	5	6	6	6
The board understands the colleges' educational programs and services.	4	7	5	6
The board is appropriately involved in defining the vision and goals of the district.	4	7	7	7
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	6	7	6	8
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	5	8	7	8
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	6	7	7	7

RSCCD Board of Trustees Self-Evaluation Results, 2009-2012

	# "strongly agree" or "agree"			
	2012 Survey	2011 Survey	2010 Survey	2009 Survey
	n=6	n=8	n=7	n=8
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.	5	7	7	7
The board keeps the chancellor informed of community contacts.	5	6	6	7
The board follows a procedure for annual evaluations of the chancellor.	4	6	6	6
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	6	8	7	7
The board and chancellor have a positive, cooperative relationship.	6	8	7	4
The board understands its role and that of the chancellor, presidents, faculty, and staff.	6	8	7	7
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	6	8	7	5
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	4	5	6	6
The board follows communication procedures with staff.	4	6	5	7
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	6	8	6	7
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Board members are knowledgeable about community college and state-related issues.	6	8	6	8
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Board agendas include legislative and state policy issues that will impact the district.	6	8	6	8
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The board recognizes and celebrates positive accomplishments of the district and colleges.	6	7	6	7
The board works to build a positive image of the district in the community.	6	8	7	8
Board members adhere to policies for dealing with college, community citizens, and the media.	5	6	6	7
The community and district employees are aware of who the elected trustees are and their role in district governance.	6	3	6	3
Board Leadership, Ethics, and Standards of Conduct				
The board understands collective bargaining and its role in the process.	6	7	6	7
The board practices appropriate collegial consultation (participatory governance).	6	7	7	7
The board maintains confidentiality of privileged information.	5	7	7	8
The board makes decisions in the best interest of students and the colleges.	6	8	7	8
The board operates ethically without conflict of interest following established board policies.	6	7	7	7
Board members participate in trustee development activities.	6	7	6	7

2012 Respondents' Comments

Board's greatest strengths:

- Cooperation.
- Involvement in the community, support of students, focus on policy and oversight while avoiding micromanagement, and willingness to accept input and work with administration, faculty, classified, students, and the community.
- The Board's relationship with the community and understanding of what the Rancho Santiago Community truly needs in modern day.
- Reliance on the Chancellor to carry out Board directives.
- The Board has attempted to keep focus on the classroom and the students when it comes to the tightened budgets. They have requested that the chancellor and staff look at funding alternatives.
- At the present time, the Board's greatest strength is the respect and partnership we share with each other to meet the goals of the District. We may not always agree but the collegial attitude and respect for a variety of opinions is our greatest strength and allows the District to move forward without acrimony.

Major accomplishments of the Board in the past year:

- Keeping a balanced budget that has sufficient funds for emergencies.
- Moving to district elections that ensured compliance with the law and diversity on the Board, ensuring fiscal stability of the District in precarious economic circumstances, setting an example by renewing a 10% cut in Board stipends, placing Measure Q on the ballot to fund capital improvements for SAC, and developing an effective public and legislative advocacy program for the District.
- Redistricting and passing resolutions in support of student-related legislation such as the Middle Class Scholarship Act and Prop 30.
- Passing of Measure Q bond.
- Most will say the redistricting was a major accomplishment, but the execution and final outcome, along with the impact it had on the trustees, the individual districts, and the overall health of the district could have been managed better but several board members took positions that were not in the best interest of all the board members, the District, and the community. We were able to get Measure Q passed for SAC.
- Managing the budget in challenging circumstances. Our district, unlike many others, remains on a solid financial footing.

Areas in which the Board could improve:

- Increase the number of presentations by college programs at Board meetings, ensure that the District and College planning activities are linked to student success, and work with the Chancellor to increase oversight of college and district programs to ensure District and College goals are being met.
- Better organic debate, leave less room for manufactured debate, and do not make it obvious that certain decisions were made before the meetings.
- Better communication.
- The Board needs to look at the overall goals and objectives of the District and redefine them in light of the budget constraints to maximize the areas of "core competency." We can no longer provide all sections and courses at both colleges and expect students to be able to get all of their requirements completed in a timely fashion. We are losing students to other districts and should not. We need to consider consolidation of programs at one or the other college and in some cases we need to eliminate programs that are not core.
- The Board needs to pay attention to Measures E and Q, financing must be understood; the spending and the change process must be overhauled and monitored closely. All parties involved must be held accountable for their actions. The District, its contractors, architects and program management teams must be more diligent regarding GSA compliance and regulation. The Board must not allow individual members to speak on behalf of the entire Board, exploiting the individual's viewpoint rather than representing the viewpoint of the collective, especially on topics and decisions that have been brought to the Board for review, consideration, and vote.
- We could improve our communication outreach to the community and with the faculty to garner more understanding of our policy decisions.