

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, February 4, 2013
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

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

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

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

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of January 14, 2013 **Action**

1.6 Approval of Consent Calendar **Action**

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

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
 - District Planning Process
- 2.2 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Reports from Academic Senate Presidents
 - Senate meetings
- 2.6 Informational Presentation on Measure Q Campaign
- 2.7 Informational Presentation on Accountability Reporting for the California Community Colleges (ARCC) and Student Success Scorecard
 - Program overview
 - College data

3.0 HUMAN RESOURCES

- 3.1 Management/Academic Personnel Action
 - Approval of Revised Job Descriptions
 - Approval of Appointments
 - Approval of 2012-2013 FARSCCD Beyond Contract Step Increases Effective January 22, 2013
 - Approval of 2012-2013 FARSCCD Part-time Step Increases Effective January 22, 2013
 - Approval of 2012-2013 CEFA Step Increases for Long-term Substitute per E.C. 87481 and 87482
 - Approval of Column Changes
 - Approval of Corrections to 2012-2013 Change of Classification/Location
 - Approval of Leaves of Absence
 - Approval of Stipends
 - Rescission of Stipends
 - Approval of Part-time Hourly Hires/Rehires
 - Approval of Non-paid Intern Services

- 3.2 Classified Personnel Action
 - Approval of Longevity Increments
 - Approval of Professional Growth Increments
 - Approval of Out of Class Assignments

3.2 Classified Personnel – (cont.)

- Approval of Changes in Position
- Approval of Leaves of Absence
- Approval of Changes of Assignments
- Ratification of Resignations/Retirements
- Approval of Temporary Assignments
- Approval of Substitute 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

3.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and California School Employees Association (CSEA) Chapter 888 (Child Development Teachers) Action

The administration recommends approval of the collective bargaining agreement with CSEA Chapter 888 for the period of July 1, 2012, through June 30, 2015.

3.4 Presentation of Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District Action

The administration recommends the board receive the CEFA bargaining proposal and schedule a public hearing for February 19, 2013.

3.5 Rejection of Claim Action

The district's claims administrator recommends the board authorize the chancellor or his designee to reject claim #P949-250696-01 on behalf of the district.

4.0 INSTRUCTION

*4.1 Approval of Nursing Program Agreement – Oasis Senior Center Action

The administration recommends approval of the clinical affiliation agreement renewal with Oasis Senior Center in Corona del Mar, California.

*4.2 Approval of Speech-Language Pathology Assistant (SLPA) Agreement Renewal – Laguna Beach Unified School District Action

The administration recommends approval of the renewal agreement between the SLPA program and the Laguna Beach Unified School District in Laguna Beach, California.

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

- *4.3 Approval of Affiliation Agreement Contract with Western Interpreting Network Action

The administration recommends approval of the affiliation agreement with Western Interpreting Network for sign language interpreter services for the period of February 5, 2013, through June 30, 2015.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action

The administration recommends payment of bills as submitted.

- *5.2 Approval of Budget Increases/Decreases and Budget Transfers Action

The administration recommends approval of budget increases, decreases and transfers during the month of December 2012.

- *5.3 Adoption of Resolution No. 13-05 – Certifying the Election Regarding the Santa Ana College (SAC) Improvement District No. 1 of the Rancho Santiago Community College District, Measure Q Action

The administration recommends adoption of Resolution No. 13-05 – Certifying the Election regarding the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District, Measure Q, as presented.

- *5.4 Adoption of Resolution No. 13-06 – Resolution to Establish a Citizens’ Bond Oversight Committee and Approve the Bylaws and Ethics Policy Statement for Measure Q Action

The administration recommends adoption of Resolution No. 13-06 – Resolution to Establish a Citizens’ Bond Oversight Committee and approve the bylaws and ethics policy statement for the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District for Measure Q as presented.

- *5.5 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended December 31, 2012 Action

The administration recommends approval of the CCFS-311Q for the period ending December 31, 2012, as presented.

- 5.6 Quarterly Investment Report as of December 31, 2012 Information

The quarterly investment report as of December 31, 2012, is presented as information.

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| *5.7 | <u>Approval of Commercial Lease Agreement between Ontario Chamber of Commerce and Rancho Santiago Community College District and its Center for International Trade Development</u>
The administration recommends approval of the lease agreement with the Ontario Chamber of Commerce and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented. | <u>Action</u> |
| *5.8 | <u>Approval of Consulting Agreement with RBF Consulting – Santa Ana College Perimeter Site Improvements</u>
The administration recommends approval of the proposal with RBF Consulting to provide Qualified Storm Water Pollution Prevention Plan Services as presented. | <u>Action</u> |
| *5.9 | <u>Approval of Change Order #4 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College</u>
The administration recommends approval of change order #4 for Bid #1179 for Los Angeles Engineering Inc. for the soccer field and football facilities at SAC as presented. | <u>Action</u> |
| *5.10 | <u>Approval of De La Torre Commercial Interiors – Santa Ana College County Sheriff’s Regional Training Academy Fire Lane Improvements</u>
The administration recommends approval of the proposal with De La Torre Commercial Interiors as submitted. | <u>Action</u> |
| *5.11 | <u>Adoption of Resolution No. 13-01 – Concrete for Loop Road Extension at Santiago Canyon College (SCC)</u>
The administration recommends adoption of Resolution No. 13-01 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Loop Road Extension at SCC as presented. | <u>Action</u> |
| *5.12 | <u>Adoption of Resolution No. 13-02 – Plumbing for Athletic/Aquatic Complex at Santiago Canyon College</u>
The administration recommends adoption of Resolution No. 13-02 for Interpipe Construction, Inc. for Bid #1140 for plumbing for the Athletic/Aquatic complex at SCC as presented. | <u>Action</u> |
| *5.13 | <u>Adoption of Resolution No. 13-03 – Landscaping for Athletic/Aquatic Complex at Santiago Canyon College</u>
The administration recommends adoption of Resolution No. 13-03 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Athletic/Aquatic complex at SCC as presented. | <u>Action</u> |

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

- *5.14 Adoption of Resolution No. 13-04 – Framing and Elevators for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 13-04 for Inland Building Construction Company, Inc. for Bid #1146 for framing and elevators for the Athletic/Aquatic complex at SCC as presented.
- *5.15 Approval of Change Order #11 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #11 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.
- *5.16 Approval of Change Order #1 for Bid #1142 - Fire Suppression for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1142 for JPI Development Group, Inc. for fire suppression for the Athletic/Aquatic complex at SCC as presented.
- *5.17 Approval of Change Order #1 for Bid #1145 – Casework, Fixtures and Laboratory Equipment for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1145 for K & Z Cabinets for casework, fixtures and laboratory equipment for the Humanities building at SCC as presented.
- *5.18 Approval of Change Order #12 for Bid #1146 – Framing and Elevators for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #12 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented.
- *5.19 Approval of Change Order #3 for Bid #1148 – Flooring for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #3 for Bid #1148 for Continental Flooring, Inc. for flooring for the Athletic/Aquatic complex at SCC as presented.
- *5.20 Approval of Change Order #1 for Bid #1191 – Roof for Maintenance & Operations Building at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1191 for Letner Roofing for the roof on the Humanities building at SCC as presented.

- *5.21 Approval of Butte-Glenn Institution Participation Agreement for OpenCCCApply Action
The administration recommends approval of the Butte-Glenn Institution Participation Agreement for the OpenCCCApply system as presented.
- *5.22 Approval of Contract with The Great American Lunch Box Action
The administration recommends approval of the contract and authorization be given to the chancellor or his designee to execute the contract with The Great American Lunch Box to provide services for children enrolled at the Orange Education Center, Child Development Center now housed at Fletcher Elementary School, 515 West Fletcher, Orange, California.
- *5.23 Approval of Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine Action
The administration recommends acceptance of the bids and approval of Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine to Ellison Technologies as presented.
- *5.24 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period December 16, 2012, through January 19, 2013.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- Business & Entrepreneurship Center Statewide Leadership \$50,000
- (District) - *Augmentation*
 - Child Development Training Consortium (SAC/SCC) - \$ 3,600
Augmentation
 - Seeds to Trees – Digital Media Training (District) - -\$ 367
Adjustment
- *6.2 Approval of First Amendment to Sub-award Agreements between RSCCD and The Regents of University of California and Santa Ana Unified School District for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 – Year 3 Action
The administration recommends approval of the amendments to the agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the amendments on behalf of the district.

- *6.3 Approval of Amendment One to Sub-award Agreement between RSCCD and The Regents of University of California for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 – Year 4 Action
The administration recommends approval of the amendment to the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the amendment on behalf of the district.
- *6.4 Approval of Consulting Services Contract – McCallum Group, Inc. Action
The administration recommends approval of the contract for Consulting services with McCallum Group, Inc. as presented.
- 6.5 Reports from Board Committees Information
 - Board Facilities Committee
- 6.6 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Administrator Appointments
 - (1) Director
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. 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
Continuing Education Faculty Association
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

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

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.

- 7.0 ADJOURNMENT** - The next regular meeting and Board Planning Session of the Board of Trustees will be held on February 19, 2013.

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

Board of Trustees (Regular meeting)

Monday, January 14, 2013

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:35 p.m. by Ms. Arianna Barrios. Other members present were Ms. Claudia Alvarez, Mr. John Hanna, Mr. Larry Labrado, Ms. Nelida Mendoza Yanez, Mr. Jose Solorio and Mr. Ryan Ahari. Mr. Phillip Yarbrough arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Barrios, President, RSCCD Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Ahari, seconded by Mr. Solorio, and carried unanimously to approve an addendum for Item 3.1 (Management/Academic Personnel) and Item 3.2 (Classified Personnel).

1.4 Public Comment

Mr. Earl Mitchell spoke regarding recommendations he provided to the board for consideration.

1.5 Approval of Minutes

It was moved by Ms. Mendoza Yanez, seconded by Mr. Labrado, and carried to approve the minutes of the regular meeting held December 10, 2012.

1.6 Approval of Consent Calendar

It was moved by Ms. Alvarez, 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, with the exception of Item 3.1 (Management/Academic Personnel), Item 3.2 (Classified Personnel), Item 3.4 (Credit

1.6 Approval of Consent Calendar – (cont.)

Instructional Calendar for 2013-2014) and Item 3.5 (Authorization for Board Travel/Conferences) removed from the Consent Calendar by Mr. Hanna.

4.1 Approval of Contract with Santa Ana Unified School District (SAUSD) to Offer Career Technical Courses (CTE) at Century High School

The board approved the contract with SAUSD to offer CTE courses at Century High School.

4.2 Approval of New OTA Agreement – Desert/Mountain Children’s Center

The board approved the agreement with Desert/Mountain Children’s Center in Apple Valley, California.

4.3 Approval of New OTA Agreement – Bishop Care Center

The board approved the agreement with Bishop Care Center in Bishop, California.

4.4 Approval of New OTA Agreement – Alamitos Belmont Rehabilitation Hospital

The board approved the agreement with Alamitos Belmont Rehabilitation Hospital in Long Beach, California.

4.5 Approval of Amendment #1 to OTA Agreement – Downey Regional Medical Center

The board approved the agreement amendment with Downey Regional Medical Center in Downey, California.

4.6 Approval of Amendment #1 to OTA Agreement – Eisenhower Medical Center

The board approved the agreement amendment with Eisenhower Medical Center in Rancho Mirage, California.

4.7 Approval of Amendment #5 to OTA Agreement – Cedars Sinai Medical Center

The board approved the agreement amendment with Cedars Sinai Medical Center in Los Angeles, California.

4.8 Approval of OTA Agreement Renewal – Mt. San Antonio Gardens Wellness Center

The board approved the agreement with Mt. San Antonio Gardens Wellness Center in Pomona, California.

4.9 Approval of OTA Agreement Renewal – Rehabilitation Institute of Southern California

The board approved the agreement with Rehabilitation Institute of Southern California in Orange, California.

4.10 Approval of OTA Agreement Renewal – Huntington Hospital

The board approved the agreement with Huntington Hospital in Pasadena, California.

1.6 Approval of Consent Calendar – (cont.)

4.11 Approval of New Pharmacy Technology Agreement – Rite Aid Corporation (Pharmacies)

The board approved the agreement with Rite Aid Corporation (Pharmacies) in Camp Hill, Pennsylvania.

4.12 Approval of SLPA Agreement Renewal – Progress Speech & Language Center
The board approved the agreement with Progress Speech & Language Center with locations in Anaheim and Santa Ana, California.

4.13 Approval of SLPA Agreement Renewal – Placentia-Yorba Linda Unified School District

The board approved the agreement with Placentia-Yorba Linda Unified School District in Placentia, California.

4.14 Approval of SLPA Agreement Renewal – Tustin Unified School District

The board approved the agreement with Tustin Unified School District in Tustin, California.

4.15 Approval of Agreement with Pacific Clinics

The board approved the agreement with Pacific Clinics' Recovery Education Institute in Orange, California.

4.16 Approval of Santiago Canyon College Educational Master Plan 2012-2016

The board approved the Santiago Canyon College Educational Master Plan for 2012-2016.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Budget Increases/Decreases and Budget Transfers

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

5.3 Approval of Classroom Lease – 2000 Chapman Inc.

The board ratified the negotiated three-year lease of classroom space with 2000 Chapman Inc. for the period of February 1, 2013, through January 31, 2016, as presented.

5.4 Approval of Nonresident Fees for 2013-2014

The board approved establishing the nonresident tuition fee at \$190 per unit, the capital outlay fee at \$24 per unit, and the application fee at \$25 for 2013-2014 as presented.

1.6 Approval of Consent Calendar – (cont.)

5.5 Approval of Reappointments/Reaffirmations for the Measure E Citizens' Bond Oversight Committee

The board approved the reaffirmations and reappointments of the Citizens' Bond Oversight Committee for the 2013 calendar year as presented.

5.6 Acceptance of Grant of Easement to AT&T California

The board accepted the Grant of Easement to AT&T at Santa Ana College (SAC) as presented.

5.7 Approval of Request For Proposal (RFP) – Geotechnical, Materials Testing and Special Inspection Services at Santa Ana College

The board approved the contract with Koury Engineering and Testing for materials testing and inspection services in the amount of \$210,000, as presented.

5.8 Approval of Notice of Completion: Bid #1194 – Portable Building Certification at Santa Ana College

The board approved the Notice of Completion for the Portable Building Certification at SAC as presented.

5.9 Approval of Architect Services Agreement with Westberg+White - Proposal for Santa Ana College Buildings A, F, & R and Santiago Canyon College (SCC) Building D Boiler Replacement

The board approved the architect services agreement with Westberg+White for \$74,100 plus reimbursable expenses not to exceed \$8,000 as presented.

5.10 Adoption of Resolution No. 12-77 – Signalization Project at Santiago Canyon College

The board adopted Resolution No. 12-77 for Dynalectric for Bid # 1181 for the signalization project at SCC as presented.

5.11 Adoption of Resolution No. 12-78 – Plumbing for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 12-78 for Interpipe Construction, Inc. for Bid #1140 for plumbing for the Loop Road Extension at SCC as presented.

5.12 Adoption of Resolution No. 12-79 – Landscaping for Humanities Building at Santiago Canyon College

The board adopted Resolution No. 12-79 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Humanities building at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.13 Adoption of Resolution No. 12-80 – Plumbing for Humanities Building at Santiago Canyon College

The board adopted Resolution No. 12-80 for Interpipe Construction, Inc. for Bid #1140 for plumbing for the Humanities building at SCC as presented.

5.14 Adoption of Resolution No. 12-81 – Concrete for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 12-81 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Loop Road Extension at SCC as presented.

5.15 Approval of Additional Construction Management Services for Various Santiago Canyon College Construction Projects

The board approved amending and increasing the Seville Construction Services agreement in the amount of \$37,517 as presented.

5.16 Approval of Change Order #7 for Bid #1136 for Concrete for Humanities Building at Santiago Canyon College

The board approved change order #7 for Bid #1136 for Guy Yocom Construction, Inc. for concrete for the Humanities building at SCC as presented.

5.17 Approval of Change Order #10 for Bid #1139 for Electricity for Humanities Building at Santiago Canyon College

The board approved change order #10 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.

5.18 Approval of Change Order #10 for Bid #1139 for Electricity for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #10 for Bid #1139 for Dynalectric, Inc. for electricity for the Athletic/Aquatic complex at SCC as presented.

5.19 Approval of Change Order #2 for Bid #1141 for HVAC for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #2 for Bid #1141 for West Tech Mechanical for HVAC for the Athletic/Aquatic complex at SCC as presented.

5.20 Approval of Change Order #6 for Bid #1144 for Roofing for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #6 for Bid #1144 for Troyer Contracting Company, Inc. for roofing for the Athletic/Aquatic complex at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.21 Approval of Change Order #11 for Bid #1147 for Interiors for Humanities Building at Santiago Canyon College

The board approved change order #11 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented.

5.22 Approval of Change Order #11 for Bid #1146 for Framing and Elevators for Humanities Building at Santiago Canyon College

The board approved change order #11 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented.

5.23 Approval of Reduction of Retention by 50% for Blazing Industrial Steel Inc. for Bid #1138 for Structural Steel for Humanities Building at Santiago Canyon College

The board approved releasing 50% of the retention amount for Blazing Industrial Steel Inc. for Bid #1138 for structural steel for the Humanities building at SCC as presented.

5.24 Approval of Independent Contractors

The board approved the following independent contractor: Rebecca Ruiz for consulting services provide training and presentations for Student Mental Health Program (SMHP) grant. Dates of service are March 1, 2013, through May 31, 2014. The fee is estimated at \$37,500.

5.25 Approval of Independent Contractors

The board approved the following independent contractor: Public Health Preventive Care Consulting Inc. (PHPC) for consulting services to provide professional and technical assistance to the existing Early Head Start (EHS) program. Dates of service are January 15, 2013, through December 31, 2013. The fee is estimated at \$25,000 at \$65 an hour.

5.26 Approval of Purchase Orders

The board approved the purchase order listing for the period November 18, 2012, through December 15, 2012.

1.6 Approval of Consent Calendar – (cont.)

6.1 Approval of Resource Development Items

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

-California Mathematics Diagnostic Testing Project (MDTP) (SAC)	\$ 25,629
- Career Technical Education (CTE) Community Collaborative VI (District) – <i>Adjustment</i>	\$ -24,327
-Early Head Start – Year 1 (District)	\$1,427,988
-Facilities Renovation and Repair (District)	\$ 95,453
-NSF – Fullerton Mathematics Teacher and Master Teacher Fellows Project (FULL MT2) – Year 3 (SAC)	\$ 20,000
-Youth Entrepreneurship Program (YEP) – BEC Year 3 (District)	\$ 125,000
-Youth Entrepreneurship Project – Faculty Mini Grants Program III (District)	\$ 560,000

6.2 Approval of Subcontract Agreements between RSCCD and CHOC/Help Me Grow, and MOMS Orange County for Early Head Start

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

6.3 Approval of Child Development Services Parent Handbook

The board approved the revised Child Development Services Parent Handbook.

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

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

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

Mr. Yarbrough arrived at the end of the student presidents' reports.

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

2.6 Informational Presentation on the Budget

Mr. Hardash provided an informational presentation on the budget.

2.7 Informational Presentation on the Three-Day Drop Period for Non-Payment of Enrollment Fees

Mr. Hardash, Dr. Martinez, and Mr. Vázquez provided an informational presentation on the three-day drop period for non-payment of enrollment fees. Mr. Hanna encouraged students to work with the chancellor and college presidents on this issue, and Mr. Solorio suggested staff follow-up with nearby districts referenced in the presentation for additional information regarding the impact at their districts, particularly in regard to the losses.

4.0 INSTRUCTION

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

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

6.0 GENERAL

Items 6.1, 6.2, and 6.3 approved as part of Item 1.6 (Consent Calendar).

6.4 Reports from Board Committees

Mr. Labrado provided a report on the January 10, 2013, Board Facilities Committee meeting.

6.5 Board Member Comments

Ms. Mendoza Yanez thanked Dr. Martinez for partnering with Century High School and encouraged partnerships with other Santa Ana Unified School District schools.

Mr. Labrado encouraged the colleges to create additional freshmen experience courses/opportunities to assist students.

Ms. Alvarez asked that a summary of the Board Facilities committee meeting be provided to board members at the board meeting.

Mr. Yarbrough thanked staff at Santiago Canyon College for allowing the National Junior Basketball of Orange to use its new gym and apologized for being late to the meeting.

Mr. Solorio asked for a presentation on the timeline and implementation steps for Measure Q, a presentation on the Student Success Task Force Legislation and how the district will address it, and for the source of funding to be listed on facilities items included on the agenda.

Ms. Barrios reported that the Socioeconomic Report commissioned by the Orange County Community College Legislative Task Force (OCCCLTF) has been completed and asked that the electronic version be sent to board members and a hard copy of the report delivered to board members at the next board meeting. Ms. Barrios indicated the report made a strong case for community colleges and it is hopeful her board president colleagues will join her in pitching an article to *The Orange County Register* to promote the report and community colleges.

3.0 HUMAN RESOURCES

As a point of order, it was brought to the Board's attention that items 3.4 and 3.5, which were pulled from the consent calendar, do not need to be reviewed in closed session.

3.4 Approval of Credit Instructional Calendar for 2013-2014

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez and carried unanimously to approve the 2013-2014 credit instructional calendar.

3.5 Authorization for Board Travel/Conferences

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez and carried unanimously to approve the submitted conferences and travel by board members.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:40 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
 - d. Professional Experts
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. 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
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. 13-8826JW
6. Student Expulsion (pursuant to Education Code 72122)
Student I.D. #1787138

RECONVENE

The board reconvened at 7:20 p.m.

Closed Session Report

Mr. Labrado reported the board discussed the aforementioned items, and Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough voted to suspend Mr. Louis Hernandez, Cashier, for five (5) days. In addition, Mr. Ahari, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough voted to expel Student #1787138 with a vote of abstention from Ms. Alvarez due to a potential conflict with her employer.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez and carried unanimously to approve the following action on the management/academic personnel docket:

- Approve Revised Job Descriptions
- Approve Medical Layoffs
- Approve Hiring of Long-term Substitutes per E.C. 87481 and 87482
- Approve 2012-2013 Additional Changes of Classifications
- Approve 2012-2013 Additional Contract Extension Days
- Approve Changes in Leaves of Absence
- Approve Ratification of Resignations/Retirements
- Approve Stipends
- Approve 2012-2013 Part-time Hourly Column Changes
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Interns Services

3.2 Classified Personnel

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

- Approve Hourly On Going to Contract Assignments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position
- Approve Leaves of Absence
- Approve Ratification of Resignations/Retirements
- Approve New Appointments
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

3.3 Rejection of Claim

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez and carried unanimously to authorize the chancellor or his designee to reject claim #13-08826JW on behalf of the district.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on February 4, 2013.

There being no further business, Ms. Barrios declared this meeting adjourned at 7:25 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: February 4, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

February 4, 2013

MANAGEMENT

Revised Job Description/Attachments #1-2

Associate Dean
Extended Opportunities Programs & Services
Student Services
Santa Ana College
Academic Administrator
Grade E

Dean
Science, Mathematics & Health Sciences Division
Santa Ana College
Academic Administrator
Grade B

Appointment

Pruznick, Jennifer
Associate Director II
Early Head Start
Child Development Services
District Office

Effective: January 28, 2013
Salary Placement: O-1 \$54,746.88

FACULTY

2012/2013 FARSCCD Beyond Contract Step Increases/Effective January 22, 2013/Attachment #3

2012/2013 FARSCCD Part-time Step Increases/Effective January 22, 2013/Attachment #4

2012/2013 CEFA Step Increases/Effective January 10, 2013/Attachment #5

2012/2013 CEFA Step Increase for Long-term Substitute per E.C. 87481 and 87482

Pastrana, Leo
Long-term Substitute Counselor
Middle College High School
Counseling Division
Santa Ana College

Effective: January 22, 2013
Amount: Hourly Lecture Rate II-4 \$49.48/Hour

FACULTY (CONT'D)

Appointments

Daniels, Alisa
Master Teacher
CEC Child Development Center
Child Development Services
District Office

Effective: January 25, 2013
Salary Placement: TBD

Escalera, Juanita
Master Teacher
CEC Child Development Center
Child Development Services
District Office

Effective: January 28, 2013
Salary Placement: TBD

Column Changes

Irion, Michael
Instructor, Business Administration
Business Division
Santa Ana College

Effective: January 29, 2013
From: Hourly Lecture Rate: I-4 \$55.44 to II-4 \$58.21

Jiles, Michael L
Instructor, Public Works
Business & Career Technical
Education Division
Santiago Canyon College

Effective: January 29, 2013
From: Hourly Lecture Rate: I-4 \$55.44 to II-4 \$58.21

Correction to 2012/2013 Change of Classification/Location

Tomlinson, Terry
Professor, High School Subjects
Orange Education Center
Continuing Education Division
Santiago Canyon College

Effective: August 20, 2012
From: VI-C \$105,905.57
To: VII-C \$108,607.32

Leave of Absence

Yamada, Ted
Professor, Chemistry
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: January 22, 2013
Reason: Banked Leave (6.9 LHE)

FACULTY (CONT'D)

Stipend

Sweeney, George
Coordinator, Math Study Center
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: January 14, 2013
Amount: \$1,000.00
Reason: Program Facilitation

Rescind Stipend

Castillo, Ricardo
Assistant Professor, Psychology
Humanities & Social Sciences Division
Santa Ana College

Effective: August 27, 2012
Amount: \$500.00
Reason: Presenting Faculty Development Workshop
(BSI 11-Coord/Research/Staff Dev Project)

Part-time Hourly Hires/Rehires

Adjarian, Fred J
Instructor, Water Utility Science
Business & Career Technical Education Division
Santiago Canyon College

Effective: January 28, 2013
Hourly Lecture Rate: II-3 \$55.44

Arreguin, Lisa
Instructor, Music
Fine & Performing Arts Division
Santa Ana College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Barosso, Marques
Assistant Men's Track Coach
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 14, 2013 – May 31, 2013
Amount Stipend: \$4,500.00
Reason: Coaching

Breder, William L
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Cai, Yanwei
Instructor, Chemistry
Sciences, Mathematics &
Health Services Division
Santa Ana College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Chauhan, Sonia
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 28, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

FACULTY (CON'TD)

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

Do, Mina
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Fierro, Benjamin
Instructor, Anthropology
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lecture Rate: III-3 \$58.21

Glerum, Coralin
Instructor, Exercise Science
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lab Rate: II-3 \$47.12

Gonzalez, Antonio
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Guild, Tracy
Instructor, Psychology
Humanities and Social Sciences Division
Santa Ana College

Effective: January 22, 2013
Hourly Lecture Rate: II-3 \$55.44

Gropp, Edward
Counselor
Counseling Division
Santa Ana College

Effective: January 28, 2013
Hourly Counseling Rate: III-3 \$49.48

Jin, Jason
Instructor, Mathematics
Mathematics and Sciences Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Jung, Matthew
Instructor, Education
Counseling & Student Support Services Division
Santiago Canyon College

Effective: January 28, 2013
Hourly Lecture Rate: III-3 \$58.21

Lopez, Rachel
Instructor, Yoga (equivalency)
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lab Rate: II-3 \$47.12

FACULTY (CON'TD)

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

McDonough, Laura
Instructor, Accounting
Business & Career Technical Education Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lecture Rate: II-3 \$55.44

Menchaca, Jessica
Instructor, ABE/GED
Continuing Education Division (CEC)
Santa Ana College

Effective: January 15, 2013
Hourly Lecture Rate: I-2 \$41.82

Moberly, Erik
Instructor, Counseling
Counseling Division
Santa Ana College

Effective: January 28, 2013
Hourly Lecture Rate: II-3 \$55.44

Nista, Terri
Instructor, Fashion & Design Merchandising
Human Services & Technology Division
Santa Ana College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Payton, Jimmie
Instructor, Anthropology
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: January 28, 2013
Hourly Lecture Rate: II-3 \$55.44

Rodriguez Castillo, Mario
Instructor, Manufacturing Technology (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: January 28, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Sanabria, Rolando
Instructor, Counseling
Counseling Division
Santa Ana College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: III-3 \$58.21/\$49.48

Sellheim, Linda
Instructor, Art
Fine and Performing Arts Division
Santa Ana College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Silver, Matthew
Instructor, Public Works (equivalency)
Business & Career Technical Education Division
Santiago Canyon College

Effective: January 28, 2013
Hourly Lecture Rate: III-3 \$58.21

FACULTY (CON'TD)

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

Smith, Kimberly D
Instructor, Paralegal
Business Division
Santa Ana College

Effective: January 28, 2013
Hourly Lecture Rate: III-3 \$58.21

Sosa, Susana
Instructor, Counseling/Counselor
Counseling Division
Santa Ana College

Effective: January 28, 2013
Hourly Lecture/Counselor Rates: II-3 \$55.44/47.12

Vago, Malia
Instructor, Fashion & Design Merchandising
Human Services & Technology Division
Santa Ana College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Zeoli, Katie
Instructor, Anthropology
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lecture Rate: III-3 \$58.21

Non-paid Intern Service

Li, Justine
Athletic Training Student Intern
Exercise Science/Athletics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 22 – June 30, 2013
College Affiliation: Chapman University
Discipline: Athletic Training

Murdock, Thomas
Athletic Training Student Intern
Exercise Science/Athletics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 7 – May 31, 2013
College Affiliation: Chapman University
Discipline: Athletic Training

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
ASSOCIATE DEAN/EXTENDED OPPORTUNITY PROGRAMS AND SERVICES**

GENERAL RESPONSIBILITIES

Overall responsibility to the Vice President of Student Services for the supervision and administration of all programs and services provided through District Extended Opportunity Programs and Services, including all assigned personnel and all related records and reports. This position also oversees the Tutorial Learning Center and may be assigned other leadership responsibilities as well.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF EXTENDED OPPORTUNITY SERVICES

Overall supervision of the Extended Opportunity Program and Services, staff, functions, and related activities District-wide to assist low income and disadvantaged students to access and succeed in higher education through counseling, tutoring, job and career training, core courses, Summer College Readiness Program, and extended services to qualified single parents on AFDC under the CARE program. Recruits, identifies, determines eligibility of potential students, and submits related reports.

Reviews programs, services, activities and expenditures for compliance with applicable state and federal law, regulations and guidelines, District policy and procedure and responsiveness to the needs of a culturally diverse community.

PERSONNEL

Responsible for or effectively recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, assignment, direction and evaluation of work, and adjustment of grievances of assigned classified personnel; also responsible for administering collective bargaining agreements, employment and promotion selection procedures, compliance with District policies, rules and regulations regarding personnel, evaluation of the performance of assigned staff, and providing direction and assistance wherever a need for improvement is identified. Oversees provision of counseling and tutoring services.

STUDENTS

Responsible for handling student personal, program- and staff- related complaints and resolving conflicts regarding student eligibility, acceptance, utilization of programs, and delivery of programs and services; interprets and recommends policies and programs to address student needs in areas of responsibility.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
ASSOCIATE DEAN/EXTENDED OPPORTUNITY PROGRAMS AND SERVICES
(continued)**

BUDGET/FUNDING

Responsible for timely and accurate preparation, submission and administration of budget for assigned programs and functions; has substantial responsibility for reporting and accounting for categorical funding of programs and related reports, and major responsibility for seeking additional and alternative funding for programs and activities.

PLANNING

Responsible for planning courses, special events, and programs, scheduling classes and work schedules in response to demand, and developing annual goals and activities for the EOPS functions.

COMMUNITY CONTACT/REPRESENTATION

Must be highly visible educational leader seeking positions of significant leadership in community institutions and activities, as well as community support organizations and on state boards and committees to articulate, enhance and improve District programs, offerings, funding, assets, and educational leadership position and reputation on the local, state and national levels.

OTHER PROFESSIONAL RESPONSIBILITIES

Significant responsibility for advising, chairing or supervising District committees and task forces related to duties.

ESSENTIAL FUNCTIONS

- A. Supervises all aspects of the planning, funding, coordinating, staffing, delivery and evaluation of programs, activities and classified staff assigned in the areas of responsibility; substantial responsibility for procurement, expenditure and accounting for funding in compliance with applicable law and policy, and for submission of reports.
- B. Resolves student complaints, problems, conflicts, and special needs to maximize performance and access to programs.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Possess a master's degree and one year of formal training, internship, or leadership experience reasonably related to this administrative assignment; or, must possess a Community College Supervisor Credential; and, possess the minimum qualifications to serve as a faculty member in the California Community Colleges.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
ASSOCIATE DEAN/EXTENDED OPPORTUNITY PROGRAMS AND SERVICES
(continued)**

In addition, the Associate Dean/EOPS must have, within the last four years, two years of experience or the equivalent: 1) in the management or administration of educational programs, community organizations, government programs, or private industry in which the applicant dealt predominantly with ethnic minorities or persons handicapped by language, social or economic disadvantages or, 2) as a community college EOPS counselor or EOPS instructor, or have comparable experience in working with disadvantaged clientele.

In addition, the Associate Dean/EOPS shall have completed a minimum of six units of college-level course work predominantly relating to ethnic minorities or persons handicapped by educational, language, or social disadvantages.

Required Skills: Ability to prevent and resolve conflicts and problems, plan, measure and evaluate programs, supervise staff, analyze and apply laws, rules and regulations, build consensus and organize programs and services to meet changing needs.

Revised January 2013
Board Approval is February 4, 2013

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
DEAN/SCIENCE, MATHEMATICS AND HEALTH SCIENCES DIVISION**

GENERAL RESPONSIBILITIES

Under the direction of the Vice President of Academic Affairs, the Dean of Science, Mathematics and Health Sciences Division will lead and administer all aspects of the Division including the design, delivery, staffing, administrative support, supervision and evaluation of division academic, occupational and vocational programs and support staff, as well as student enrollment, progress, and discipline, and all related records and reports.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF DIVISION PROGRAMS

Provides direction and support to faculty in the development, revision and evaluation of departmental curriculum and materials, serves on the Division Curriculum Committee, and may serve on the District Curriculum/Instruction Council.

Reviews and approves Division curriculum development proposals, course outlines, program changes, textbook recommendations, field trip requests, credit by examination requests, and program requirement waivers.

Reviews instructional programs for compliance with applicable state and federal law, regulations and guidelines, District policy and procedures, and responsiveness to the needs of a culturally diverse community.

PERSONNEL

Effectively recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, assignment, direction and evaluation of work, and adjustment of grievances of all Division personnel; also responsible for administering collective bargaining agreements, employment and promotion selection procedures, compliance with District policies, rules and regulations regarding personnel, evaluation of the performance of academic and classified staff assigned to the Division, and providing direction and assistance wherever a need for improvement is identified.

STUDENTS

Responsible for the discipline of students enrolled in Division courses, adjustment of grievances, scheduling, evaluation and reporting, and the resolution of student problems and complaints.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
DEAN/SCIENCE, MATHEMATICS AND HEALTH SCIENCES DIVISION
(continued)**

SPECIFIC RESPONSIBILITIES (CONT'D)

BUDGETING/FUNDING

Responsible for timely and accurate preparation, submission and administration of Division Budget.

PLANNING

Responsible for evaluating proposed offerings, enrollment history, budget, demand and program requirements to determine the number and nature of offerings, scheduling of classes, staffing and available facilities, supplies, equipment and materials. Monitors enrollment, cancels and changes classes in response to utilization.

COMMUNITY CONTACT/REPRESENTATION

Must be a highly visible educational leader seeking positions of significant leadership in community institutions as well as community support organizations and on state boards and committees to articulate, enhance and improve District programs, offerings, funding, assets, and educational leadership position and reputation at the state and national levels.

OTHER PROFESSIONAL RESPONSIBILITIES

Significant responsibility for chairing and supervision of District-wide committees and task forces; performs other duties and special projects as assigned.

ESSENTIAL FUNCTIONS

Supervise all aspects of the planning, funding, coordinating, staffing, delivery, and evaluation of programs in the Division. Supervise the performance of all personnel functions for assigned staff. Use enrollment management tools and data for decision making. Utilize the District integrated information system, Datatel, to facilitate organizational and management practices as they apply to the analysis and evaluation of programs and operational practices. Work with Department Chairs to monitor student learning outcomes and assessment activities at the program and course levels; apply knowledge of accreditation standards of the Accreditation Commission for Junior and Community Colleges and the Western Association of Schools and Colleges, or a similar accreditation group; demonstrate a knowledge of and oversee online learning that includes course management systems such as Blackboard. Apply current complex

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
DEAN/SCIENCE, MATHEMATICS AND HEALTH SCIENCES DIVISION
(continued)**

ESSENTIAL FUNCTIONS (CONT'D)

principles and practices of instructional program development and administration, principles and practices of budget preparation and administration, principles of supervision, training and performance evaluation, and pertinent federal, state, and local laws, codes and regulations including the Education Code. Possess comprehensive knowledge of the principles and practices of curriculum development and instructional teaching strategies, management principles and practices including understanding of human resources, and current trends, research and development in post-secondary education, specifically community colleges.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Must possess a Master's degree from an accredited college or university and one year of formal training, internship, or leadership experience reasonably related to this administrative assignment.

Required Skills: Ability to prevent and resolve professional and personal conflicts and problems, evaluate instructional content and strategies, analyze and apply laws, rules and regulations involving programs, staff and students, and articulate Division and District plans, goals, programs and requirements at the District, community, state and national levels.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT **ATTACHMENT #3**
2012/2013 FARSCCD BEYOND CONTRACT/OVERLOAD STEP INCREASES
Effective Spring 2013

NAME	DIVISION	COLLEGE	NEW 12/13			
			BC/OVL CLASS/STEP PROP 30	NEW 12/13 BC/OVL LHE RATE	NEW 12/13 BC/OVL .85 LHE RATE	NEW 12/13 BC/OVL .5 LHE RATE
Bailey, Denise	Math & Sci	SCC	III-4	\$61.12	\$51.95	\$30.56
Barnard, Rebecca	Special Svcs	SAC	II-4	\$58.21	\$49.48	\$29.11
Campitelli-Smith, Melissa	Student Svcs	SCC	III-4	\$61.12	\$51.95	\$30.56
Cannon, Christopher	Fine & Performing Arts	SAC	III-4	\$61.12	\$51.95	\$30.56
Janus, Louise	Special Svcs	SAC	III-4	\$61.12	\$51.95	\$30.56
Jin, Jungwon	Fine & Performing Arts	SAC	III-4	\$61.12	\$51.95	\$30.56
Mathis, Jane	Student Svcs	SAC	III-4	\$61.12	\$51.95	\$30.56
Morris, Aaron	Science & Math	SAC	III-4	\$61.12	\$51.95	\$30.56
Oertel, Patricia	Science & Math	SAC	III-4	\$61.12	\$51.95	\$30.56
Robinson, Kristen	Business	SAC	III-4	\$61.12	\$51.95	\$30.56
Ross Jr., John	Human Svcs & Tech	SAC	II-4	\$58.21	\$49.48	\$29.11
Serrano, Jr., Maximilano	Human Svcs & Tech	SAC	II-4	\$58.21	\$49.48	\$29.11
Sos, Brian	Special Svcs	SAC	III-4	\$61.12	\$51.95	\$30.56
Sweeney, George	Science & Math	SAC	III-4	\$61.12	\$51.95	\$30.56
Vu, Binh	Arts, Humanities & Social Sci/Library	SCC	III-4	\$61.12	\$51.95	\$30.56
Wada, Jeffrey	Math & Sci	SCC	III-4	\$61.12	\$51.95	\$30.56

**FARSCCD STEP INCREASE
EFFECTIVE SPRING 2013
Board Docket 2/4/2013**

LAST NAME	FIRST NAME	DIVISION	CURR GRADE	NEW STEP	NEW LEC RATE*	NEW LAB RATE
Adams	Nathan	SCC Career Education	2	4	58.21	49.48
Allen	Richard	SAC Business Division	2	4	58.21	49.48
Alongi	Anna	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Arambula	Allcia	SAC Human Services & Technology	2	4	58.21	49.48
Arnold	Geoffrey	SAC Humanities and Social Sciences	2	4	58.21	49.48
Basabe	Sandra	SAC Humanities and Social Sciences	2	4	58.21	49.48
Beltran	Jennie	SAC Science, Math, & Health Scienc	3	4	61.12	51.95
Benson	Kyla	SAC Human Services & Technology	1	4	55.44	47.12
Blake	Hugh	SAC Humanities and Social Sciences	2	4	58.21	49.48
Blankenhorn	Carl	SCC Business, Math, & Sciences	2	4	58.21	49.48
Bootman	Ashly	SCC Humanities & Social Sciences	2	4	58.21	49.48
Bradley	Kyle	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Brocatto	Carlos	SAC Humanities and Social Sciences	2	4	58.21	49.48
Brown	Zachary	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Cafferty	Dennis	SCC Career Education	2	4	58.21	49.48
Callum	Oceana	SAC Humanities and Social Sciences	3	4	61.12	51.95
Camacho	Tammy	SAC Business Division	2	4	58.21	49.48
Camacho	Octavio	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Campbell	Michael	SCC Business, Math, & Sciences	3	4	61.12	51.95
Capucetti	Bruce	SAC Human Services & Technology	1	4	55.44	47.12
Carroll	Aaron	SAC Counseling Division	2	4	58.21	49.48
Carroll	Mary	SAC Science, Math, & Health Scienc	1	4	55.44	47.12
Castellanos	Carlos	SAC Business Division	2	4	58.21	49.48
Castellon	Maria	SAC Human Services & Technology	2	4	58.21	49.48
Castro	Rigoberto	SAC Counseling Division	2	4	58.21	49.48
Catalano	Torri	SCC Business, Math, & Sciences	3	4	61.12	51.95
Chaldez	Maria	SCC Student Services	2	4	58.21	49.48
Chao	Iris	SAC Humanities and Social Sciences	3	4	61.12	51.95
Chen	George	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Chen	Wei-Feng	SCC Business, Math, & Sciences	3	4	61.12	51.95
Chervenak	Timothy	SAC Humanities and Social Sciences	2	4	58.21	49.48
Chien	Gwendoline	SCC Business, Math, & Sciences	3	4	61.12	51.95
Cho	Angela	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Chow	Brian	SAC Business Division	2	4	58.21	49.48
Chung	Hyo	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Chung	Phoebe	SCC Business, Math, & Sciences	2	4	58.21	49.48
Cicchelli	Giana	SAC Humanities and Social Sciences	2	4	58.21	49.48
Clifford	Robert	SCC Humanities & Social Sciences	2	4	58.21	49.48
Coblan	Berlyn	SCC Humanities & Social Sciences	2	4	58.21	49.48
Cons	Andrea	SAC Counseling Division	3	4	61.12	51.95
Contreras-Bright	Dora	SCC Student Services	2	4	58.21	49.48
Corona	Emily	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Corp	Jeffrey	SAC Human Services & Technology	1	4	55.44	47.12
Cota	Richard	SAC Human Services & Technology	2	4	58.21	49.48
Coulter	Eric	SAC Human Services & Technology	2	4	58.21	49.48
Covarrublas	Deisy	SCC Student Services	2	4	58.21	49.48
Damon	Susan	SAC Business Division	3	4	61.12	51.95
Dang	Anh	SCC Student Services	2	4	58.21	49.48
De Morneau	Laura	SCC Career Education	2	4	58.21	49.48
Deluna	Daniel	SCC Humanities & Social Sciences	2	4	58.21	49.48
Dennis	Jeffry	SCC Career Education	2	4	58.21	49.48
Dibernardo	Louis	SAC Science, Math, & Health Scienc	3	4	61.12	51.95
Digilio	Gregory	SAC Human Services & Technology	1	4	55.44	47.12
Dildine	Joshua	SAC Fine & Performing Arts	2	4	58.21	49.48
Diller	Jeffrey	SAC Counseling Division	2	4	58.21	49.48
Doliva	Mark	SAC Human Services & Technology	2	4	58.21	49.48
Doyle	Dana	SAC Fine & Performing Arts	2	4	58.21	49.48
Duran	Abraham	SCC Career Education	1	4	55.44	47.12
Early	Paul	SCC Career Education	3	4	61.12	51.95
Eastman	Kathleen	SAC Human Services & Technology	1	4	55.44	47.12
Efron	Alan	SCC Business, Math, & Sciences	3	4	61.12	51.95
Enright	Evan	SCC Business, Math, & Sciences	2	4	58.21	49.48
Emotte	Benedicte	SAC Humanities and Social Sciences	2	4	58.21	49.48
Esteras	Wendy	SCC Humanities & Social Sciences	2	4	58.21	49.48
Evans	Tracy	SAC Humanities and Social Sciences	2	4	58.21	49.48
Faseler	Shannon	SAC Fine & Performing Arts	2	4	58.21	49.48
Fenton	Roxane	SAC Fine & Performing Arts	3	4	61.12	51.95
Fernandez	Juan	SCC Business, Math, & Sciences	3	4	61.12	51.95
Fiesta	Melissa	SCC Humanities & Social Sciences	3	4	61.12	51.95
Finnerty	Matthew	SCC Business, Math, & Sciences	2	4	58.21	49.48
Fisher	Thomas	SAC Business Division	1	4	55.44	47.12
Fleming	Jolene	SCC Business, Math, & Sciences	2	4	58.21	49.48

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LAST NAME	FIRST NAME	DIVISION	CURR GRADE	NEW STEP	NEW LEC RATE*	NEW LAB RATE
Flores	Jennifer	SAC Counseling Division	2	4	58.21	49.48
Forgash	Jason	SAC Human Services & Technology	2	4	58.21	49.48
Foster	Lara	SAC Fine & Performing Arts	2	4	58.21	49.48
Franco	Mark	SCC Student Services	2	4	58.21	49.48
Freese	Amy	SCC Academic Affairs	2	4	58.21	49.48
Galima	Lenie	SAC Science, Math, & Health Scienc	3	4	61.12	51.95
Gallegos	Humberto	SAC Business Division	3	4	61.12	51.95
Galvan	Juana	SCC Student Services	2	4	58.21	49.48
Gibbons	Rosaleen	SCC Business, Math, & Sciences	3	4	61.12	51.95
Glauber	Kristine	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Goggin	Sarah	SAC Humanities and Social Sciences	2	4	58.21	49.48
Gomez-Holbrook	Angela	SAC Fine & Performing Arts	2	4	58.21	49.48
Gonzalez	Johnny	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Goodwin	Scott	SAC Human Services & Technology	2	4	58.21	49.48
Govea	Melissa	SAC Humanities and Social Sciences	3	4	61.12	51.95
Grasso	Tia	SCC Humanities & Social Sciences	3	4	61.12	51.95
Griffin	Alice	SAC Humanities and Social Sciences	2	4	58.21	49.48
Grywalski	Maria	SAC Science, Math, & Health Scienc	1	4	55.44	47.12
Harris	Bryan	SAC Human Services & Technology	2	4	58.21	49.48
Hartshorn	Nicole	SCC Library, Fine & Performing Art	2	4	58.21	49.48
Hedenberg	Lacy	SCC Student Services	2	4	58.21	49.48
Hester	Becky	SAC Business Division	2	4	58.21	49.48
Hidalgo	Angela	SAC Humanities and Social Sciences	2	4	58.21	49.48
Hill	Joan	SCC Humanities & Social Sciences	2	4	58.21	49.48
Hinkle	Christina	SCC Humanities & Social Sciences	2	4	58.21	49.48
Hoang	Khanh-Ngan	SAC Counseling Division	2	4	58.21	49.48
Hoang	Khanh	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Houts	Robert	SCC Career Education	1	4	55.44	47.12
Huxley	Dawn	SAC Fine & Performing Arts	2	4	58.21	49.48
Ibanez Wing	Maria	SAC Humanities and Social Sciences	3	4	61.12	51.95
Isals	Enriqueta	SAC Human Services & Technology	1	4	55.44	47.12
Jackson	Connle	SAC Counseling Division	2	4	58.21	49.48
Jacobson	Stephen	SCC Career Education	2	4	58.21	49.48
Jiles	Michael	SCC Career Education	1	4	55.44	47.12
Jones	Vanessa	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Jones	Jason	SCC Career Education	1	4	55.44	47.12
Jose	Benjamin	SCC Business, Math, & Sciences	2	4	58.21	49.48
Juarez	Eva	SCC Student Services	2	4	58.21	49.48
Kamaga	Carlina	SCC Business, Math, & Sciences	3	4	61.12	51.95
Keefer	Stephanie	SAC Humanities and Social Sciences	3	4	61.12	51.95
Keener	Daniel	SAC Humanities and Social Sciences	2	4	58.21	49.48
Kelsey	David	SAC Humanities and Social Sciences	2	4	58.21	49.48
Keo-Trang	Zelida	SAC Humanities and Social Sciences	2	4	58.21	49.48
Ketchum	Robin	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Khan	Mahbubur	SAC Science, Math, & Health Scienc	3	4	61.12	51.95
Khorram	Majid	SCC Career Education	2	4	58.21	49.48
Kimmel	Michelle	SAC Human Services & Technology	3	4	61.12	51.95
King	Yesenia	SAC Humanities and Social Sciences	2	4	58.21	49.48
Klabacha	Lindsey	SAC Exercise Science, Health & Ath	2	4	58.21	49.48
Knabe	Wolfgang	SAC Human Services & Technology	2	4	58.21	49.48
Kocaman	Fulya	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Kuang	Jessica	SCC Business, Math, & Sciences	3	4	61.12	51.95
Lamanski	Jennifer	SAC Science, Math, & Health Scienc	3	4	61.12	51.95
Larson	Jacqueline	SAC Human Services & Technology	2	4	58.21	49.48
Lathrop	Michael	SCC Humanities & Social Sciences	3	4	61.12	51.95
Lechuga	Hector	SAC Science, Math, & Health Scienc	3	4	61.12	51.95
Lee	Clement	SCC Student Services	2	4	58.21	49.48
Lepore	Paul	SAC Human Services & Technology	1	4	55.44	47.12
Lewis	John-Paul	SAC Humanities and Social Sciences	2	4	58.21	49.48
Lewis	Lindsay	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Lindenstien	Nicole	SCC Humanities & Social Sciences	3	4	61.12	51.95
Loney	Laura	SCC Business, Math, & Sciences	2	4	58.21	49.48
Long	Randal	SAC Business Division	2	4	58.21	49.48
Lopez	David	SAC Fine & Performing Arts	3	4	61.12	51.95
Lopez	Marta	SCC Humanities & Social Sciences	2	4	58.21	49.48
Lopez Ediss	Christine	SAC Counseling Division	2	4	58.21	49.48
Malocco	Michael	SAC Human Services & Technology	1	4	55.44	47.12
Martin	Patricia	SCC Business, Math, & Sciences	2	4	58.21	49.48
Massey	Brian	SAC Science, Math, & Health Scienc	1	4	55.44	47.12
Masuzumi	Bobby	SAC Human Services & Technology	1	4	55.44	47.12
McCance	Ian	SCC Business, Math, & Sciences	2	4	58.21	49.48

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LAST NAME	FIRST NAME	DIVISION	CURR GRADE	NEW STEP	NEW LEC RATE*	NEW LAB RATE
McKenna	Dawn	SAC Human Services & Technology	2	4	58.21	49.48
Mead	Frank	SAC Human Services & Technology	1	4	55.44	47.12
Medina	Molses	SAC Humanities and Social Sciences	2	4	58.21	49.48
Mijares	Jackie	SAC Humanities and Social Sciences	2	4	58.21	49.48
Missakian	Iiona	SAC Humanities and Social Sciences	2	4	58.21	49.48
Mitzel	Miriam	SAC Exercise Science, Health & Ath	2	4	58.21	49.48
Moldoveanu	Minodora	SAC Fine & Performing Arts	2	4	58.21	49.48
Molinari	Michael	SCC Career Education	1	4	55.44	47.12
Monahan	Laura	SAC Humanities and Social Sciences	3	4	61.12	51.95
Moore	Barbara	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Mundala	Kimberly	SAC Humanities and Social Sciences	2	4	58.21	49.48
Munn	Michael	SAC Human Services & Technology	2	4	58.21	49.48
Munz	Kristina	SCC Humanities & Social Sciences	3	4	61.12	51.95
Naman	Trudy	SAC Human Services & Technology	3	4	61.12	51.95
Nason	Jesse	SAC Counseling Division	2	4	58.21	49.48
Nelson	Kevin	SCC Humanities & Social Sciences	2	4	58.21	49.48
Newton McMillan	Margaret	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Nguyen	Huan	SAC Human Services & Technology	3	4	61.12	51.95
Nguyen	Nga	SAC Human Services & Technology	1	4	55.44	47.12
Nguyen	Pierre	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Nguyen	Dai	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Nguyen	Hang	SAC Science, Math, & Health Scienc	3	4	61.12	51.95
Nguyen	Kelly	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Nguyen	Orchid	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Nguyen	Thu	SCC Business, Math, & Sciences	2	4	58.21	49.48
Ninh	Joseph	SCC Business, Math, & Sciences	2	4	58.21	49.48
Nunez	Vincent	SAC Fine & Performing Arts	2	4	58.21	49.48
O'Dell	Rene	SAC Humanities and Social Sciences	2	4	58.21	49.48
Ogbuchiekwe	Edmund	SCC Humanities & Social Sciences	3	4	61.12	51.95
Okamoto	Cynthia	SAC Humanities and Social Sciences	2	4	58.21	49.48
Palomares	Eva	SAC Counseling Division	2	4	58.21	49.48
Parke	Robert	SCC Business, Math, & Sciences	2	4	58.21	49.48
Pecenkovic	Nidzara	SAC Humanities and Social Sciences	2	4	58.21	49.48
Perez	Jose	SAC Human Services & Technology	1	4	55.44	47.12
Pham	My Le	SAC Human Services & Technology	2	4	58.21	49.48
Pierce	Cathryn	SAC Fine & Performing Arts	2	4	58.21	49.48
Pojar	Mike	SCC Career Education	1	4	55.44	47.12
Polequaptewa	Yolanda	SAC Business Division	2	4	58.21	49.48
Powers	Regina	SAC Academic Affairs	1	4	55.44	47.12
Propst	Thomas	SCC Career Education	1	4	55.44	47.12
Quach	Nguyen	SAC Business Division	1	4	55.44	47.12
Quezada	Veronica	SAC Humanities and Social Sciences	2	4	58.21	49.48
Ramirez	Melinda	SCC Business, Math, & Sciences	2	4	58.21	49.48
Ramos	Gloria	SAC Student Services	3	4	58.21	49.48
Reagan	Evette	SAC Humanities and Social Sciences	3	4	61.12	51.95
Resnick	Bryan	SCC Business, Math, & Sciences	2	4	58.21	49.48
Reyes	Alfred	SAC Kinesiology, Health & Athletic	1	4	55.44	47.12
Rios	Maria	SAC Counseling Division	2	4	58.21	49.48
Robles	Mario	SAC Science, Math, & Health Scienc	3	4	61.12	51.95
Rodriguez	Sergio	SCC Career Education	2	4	58.21	49.48
Rodriguez Ponce	Leonardo	SAC Business Division	1	4	55.44	47.12
Rossi	Nicole	SCC Business, Math, & Sciences	2	4	58.21	49.48
Rubio	Sara	SAC Counseling Division	2	4	58.21	49.48
Ryan	Thomas	SCC Business, Math, & Sciences	2	4	58.21	49.48
Said	Asma	SCC Academic Affairs	3	4	61.12	51.95
Samuels	Charlotte	SCC Humanities & Social Sciences	2	4	58.21	49.48
Sanchez	Sylvia	SAC Counseling Division	2	4	58.21	49.48
Sanchez	Melvin	SAC Humanities and Social Sciences	3	4	61.12	51.95
Schuh	Steven	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Schult Roman	Catherine	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Scott	Robert	SCC Career Education	1	4	55.44	47.12
Sebourn	Gregory	SCC Career Education	1	4	55.44	47.12
Sharum	Michael	SAC Fine & Performing Arts	2	4	58.21	49.48
Shoro	Natasha	SCC Library, Fine & Performing Art	2	4	58.21	49.48
Shorts	Nikki	SAC Fine & Performing Arts	2	4	58.21	49.48
Smith	Ronald	SAC Human Services & Technology	2	4	58.21	49.48
Stein	Nichole	SAC Fine & Performing Arts	1	4	55.44	47.12
Sternsheln	Sanford	SAC Fine & Performing Arts	2	4	58.21	49.48
Swanlund	Brewster	SAC Humanities and Social Sciences	2	4	58.21	49.48
Swingrover	Elizabeth	SCC Humanities & Social Sciences	3	4	61.12	51.95

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LAST NAME	FIRST NAME	DIVISION	CURR GRADE	NEW STEP	NEW LEC RATE*	NEW LAB RATE
Syed	Erum	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Syfers	Gary	SCC Career Education	1	4	55.44	47.12
Torres	Jose	SAC Humanities and Social Sciences	3	4	61.12	51.95
Torresluna	Julie K	SAC Human Services & Technology	1	4	55.44	47.12
Tran	Hoa	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Tran	Vinh	SCC Business, Math, & Sciences	3	4	61.12	51.95
Troy	Clifton	SCC Career Education	1	4	55.44	47.12
Turner	Elizabeth	SAC Academic Affairs	2	4	58.21	49.48
Umberg	Erin	SCC Humanities & Social Sciences	3	4	61.12	51.95
Unal	Fureya	SAC Fine & Performing Arts	2	4	58.21	49.48
Uvalle	Amanda	SCC Humanities & Social Sciences	3	4	61.12	51.95
Vakil	David	SCC Business, Math, & Sciences	2	4	58.21	49.48
Valdez	Jorge	SAC Science, Math, & Health Scienc	2	4	58.21	49.48
Valdez	Sonia	SAC Science, Math, & Health Scienc	1	4	55.44	47.12
Valenzuela	Enrique	SAC Humanities and Social Sciences	2	4	58.21	49.48
Vaucher	Alexander	SCC Business, Math, & Sciences	3	4	61.12	51.95
Velarde-Laurie	Michelle	SAC Science, Math, & Health Scienc	1	4	55.44	47.12
Verdecia	David	SAC Human Services & Technology	1	4	55.44	47.12
Viramontes	Ernesto	SAC Fine & Performing Arts	1	4	55.44	47.12
Vonheim	Anne	SAC Business Division	1	4	55.44	47.12
Vonheim	Eric	SAC Business Division	1	4	55.44	47.12
Vu	Haonhien	SAC Business Division	2	4	58.21	49.48
Waggoner	Glenn	SCC Career Education	1	4	55.44	47.12
Wagner	Summer	SAC Fine & Performing Arts	2	4	58.21	49.48
Watson	Simon	SCC Career Education	2	4	58.21	49.48
Welsh	Michelle	SAC Business Division	1	4	55.44	47.12
Westergard-Dobson	Carly	SAC Fine & Performing Arts	2	4	58.21	49.48
Yi	Sally	SCC Business, Math, & Sciences	2	4	58.21	49.48
Youssef	Mohamad	SAC Science, Math, & Health Scienc	2	4	58.21	49.48

EMPLOYEE NAME	LOCATION	GRADE	NEW STEP	NEW HOURLY RATE
Akhavan, Susan	CEC	2	3	\$ 43.96
Alvarez-Morales, Angela	CEC	2	4	\$ 45.05
Amirehteshami, Marina	OEC	2	3	\$ 43.96
Arroyo, Michael	CEC	1	3	\$ 42.84
Atallah, Carmen	OEC	1	3	\$ 42.84
Atwood, Sarah	OEC	2	3	\$ 43.96
Barone, Barbara	CEC	1	3	\$ 42.84
Barron, Francisco	CEC	2	4	\$ 45.05
Bello, Gladys	CEC	1	4	\$ 43.96
Belzer, Elizabeth	OEC	2	3	\$ 43.96
Benavides, Bertha	CEC	2	4	\$ 45.05
Bleakley, Norma	CEC	2	4	\$ 45.05
Bluel, Karen	CEC	2	4	\$ 45.05
Can, Minh	CEC	1	4	\$ 43.96
Carrasco, Daisy	CEC	2	3	\$ 43.96
Castillo, Hilton	OEC	1	4	\$ 43.96
Cervantes, Mario	CEC	2	4	\$ 45.05
Chan, Milly	CEC	2	3	\$ 43.96
Chau, Howard	CEC	1	3	\$ 42.84
Cross, Aaron	OEC	1	3	\$ 42.84
Cuellar, Estela	OEC	1	3	\$ 42.84
Da Fonseca, Clarice @	OEC	2	3	\$ 37.37

EMPLOYEE NAME	LOCATION	GRADE	NEW STEP	NEW HOURLY RATE
Diaz, Carlos	CEC	2	4	\$ 45.05
Diehl, Luis	CEC	1	4	\$ 43.96
Donahoe, Thomas	OEC	2	3	\$ 43.96
Doyle, James	OEC	1	3	\$ 42.84
Echeverria, Daniel	CEC	1	4	\$ 43.96
Edwards, Sharon	OEC	1	3	\$ 42.84
Ellenson, Allen	CEC	2	3	\$ 43.96
Feeney, Jennifer	CEC	2	4	\$ 45.05
Fells, Michelle	CEC	2	4	\$ 45.05
Fisher, Brian	OEC	2	4	\$ 45.05
Fowler, Danette	OEC	1	4	\$ 43.96
Ge, Guangjie	OEC	1	3	\$ 42.84
Gil, Maria	CEC	1	3	\$ 42.84
Gonzalez, Adrianna	CEC	1	4	\$ 43.96
Grethe, Heather	CEC	2	3	\$ 43.96
Guerrero, Elizabeth	CEC	2	4	\$ 45.05
Guerrero, Ricardo	CEC	2	4	\$ 45.05
Hansen, Roy	CEC	1	4	\$ 43.96
Hastings, Edna	CEC	2	4	\$ 45.05
Hernandez Morales, Arturo	CEC	1	4	\$ 43.96
Herrlein, Ann	CEC	1	3	\$ 42.84
Higgins, Devon	CEC	2	3	\$ 43.96

EMPLOYEE NAME	LOCATION	GRADE	NEW STEP	NEW HOURLY RATE
Hood-Sanchez, Robert	CEC	2	4	\$ 45.05
Huffman, Cynthia	OEC	2	4	\$ 45.05
Jackson, Lucy	CEC	2	4	\$ 45.05
Jaskowiak, Joseph	CEC	2	3	\$ 43.96
Jedruszczak, Ewa	OEC	2	4	\$ 45.05
Jeong, Alice	CEC	1	4	\$ 43.96
Johnson, Lara	CEC	1	3	\$ 42.84
Joyner, Susan	OEC	2	3	\$ 43.96
Karaffa, Debora	CEC	2	3	\$ 43.96
Kavati, Kamala	CEC	2	3	\$ 43.96
Kazemi, Farzaneh	OEC	1	4	\$ 43.96
Kemp, Deborah	OEC	1	4	\$ 43.96
Kozlova, Larisa	CEC	1	4	\$ 43.96
Lee, Robert	OEC	1	4	\$ 43.96
Lehman, Colleen	CEC	1	4	\$ 43.96
Lenny, Frederick	OEC	1	4	\$ 43.96
Ljunggren, Nancy	CEC	2	4	\$ 45.05
Loayza, Santiago	CEC	1	4	\$ 43.96
Lopez Mercedes, Jose	CEC	2	4	\$ 45.05
Lorge, Mary	CEC	2	4	\$ 45.05
Luke, Becki	OEC	1	3	\$ 42.84
Macias, Aaron	CEC	2	3	\$ 43.96

EMPLOYEE NAME	LOCATION	GRADE	NEW STEP	NEW HOURLY RATE
Madrigal, Osiel	CEC	2	3	\$ 43.96
Manson, Andrew	CEC	2	4	\$ 45.05
Martin, Karen	CEC	2	4	\$ 45.05
Martinez, Luis	CEC	1	4	\$ 43.96
Martinez, Sandra	CEC	2	4	\$ 45.05
Martinez, Stephanie	OEC	1	3	\$ 42.84
Martyn, Marvin	OEC	1	4	\$ 43.96
Mateo, Amelia	CEC	2	3	\$ 43.96
Mathews, Kimberly	OEC	2	4	\$ 45.05
Matthews, Evangeline	OEC	1	4	\$ 43.96
Mehegan, Maria	OEC	1	4	\$ 43.96
Menendez Derflingher, Laura	CEC	1	4	\$ 43.96
Merlihan, Kimberly	OEC	1	3	\$ 42.84
Mijares, Raul	OEC	1	4	\$ 43.96
Miller, Barbara	OEC	2	3	\$ 43.96
Mirsepasi, Azar	OEC	1	4	\$ 43.96
Montes, Rosemary	CEC	2	3	\$ 43.96
Mora, Jorge	CEC	1	4	\$ 43.96
Morgan, Elisabeth	OEC	2	3	\$ 43.96
Morgan, Robin	CEC	2	3	\$ 43.96
Nakagawa, Futoshi	OEC	2	4	\$ 45.05
Naku, Mubula	OEC	2	4	\$ 45.05

EMPLOYEE NAME	LOCATION	GRADE	NEW STEP	NEW HOURLY RATE
Nolasco, Jeffrey	OEC	1	4	\$ 43.96
Norwood, Julie	CEC	2	4	\$ 45.05
Nunez, Vincent	CEC	2	4	\$ 45.05
Palacios Pazos, Lutring	CEC	1	4	\$ 43.96
Pansini, Jennifer	OEC	1	3	\$ 42.84
Parra Bejarano, Aminta	CEC	1	4	\$ 43.96
Peacock, Matthew	OEC	1	3	\$ 42.84
Pearson, Paul	CEC	2	4	\$ 45.05
Pham, Autumn	CEC	1	3	\$ 42.84
Pham, Elaine	CEC	2	3	\$ 43.96
Prey, Maria Josephine	OEC	2	4	\$ 45.05
Quiroz, Leticia	CEC	1	4	\$ 43.96
Ramirez, Roberto	CEC	2	3	\$ 43.96
Ramos, Rafael	CEC	1	3	\$ 42.84
Reiser, Paul	CEC	1	4	\$ 43.96
Rigby, Heather	CEC	1	3	\$ 42.84
Rivera, Dana	CEC	2	3	\$ 43.96
Rivers Senghor, Diana	CEC	2	4	\$ 45.05
Ruland, Kathy	CEC	2	4	\$ 45.05
Ryan, Mitchell	OEC	1	4	\$ 43.96
Sahranavard, Neda	CEC	2	4	\$ 45.05
Salcido, Denise	OEC	2	4	\$ 45.05

EMPLOYEE NAME	LOCATION	GRADE	NEW STEP	NEW HOURLY RATE
San Roman Skaggs, Carol	CEC	2	3	\$ 43.96
Sanchez, Maria	CEC	1	3	\$ 42.84
Sanchez, Sergio	CEC	1	3	\$ 42.84
Sandoval, Maricela	CEC	1	3	\$ 42.84
Sandoval, Michelle	OEC	1	4	\$ 43.96
Scherzer, M H	OEC	2	4	\$ 45.05
Seretti, Rita	CEC	2	3	\$ 43.96
Serratos, Brenda	CEC	1	3	\$ 42.84
Sheehan, Vickie	OEC	2	3	\$ 43.96
Shelly, Joanne	CEC	1	4	\$ 43.96
Shine, Anna	CEC	2	4	\$ 45.05
Silva, Philip	OEC	1	4	\$ 43.96
Sohn, Ashley	OEC	2	3	\$ 43.96
Svoboda, Joseph	OEC	1	4	\$ 43.96
Swagerty, Stephen	CEC	1	4	\$ 43.96
Theiss, Lisa	CEC	1	3	\$ 42.84
Toubak, Behrang	CEC	2	3	\$ 43.96
Trodick, Scot	OEC	2	4	\$ 45.05
Turner, Terry	CEC	1	3	\$ 42.84
Valencia, Rosita	CEC	2	3	\$ 43.96
Vuong, Linh Stacy	OEC	1	3	\$ 42.84
Wilmington, Chenille	OEC	2	4	\$ 45.05

EMPLOYEE NAME	LOCATION	GRADE	NEW STEP	NEW HOURLY RATE
Yusuff, Zakaria	CEC	2	4	\$ 45.05
Zakir, Rehan	OEC	2	4	\$ 45.05
Zysman, Stuart	OEC	1	4	\$ 43.96

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

FEBRUARY 4, 2013

CLASSIFIEDLongevity Increment

Andrews, Thomas Skilled Maintenance Worker/ Admin. Services/ SAC	Effective: March 1, 2013 Grade 11, Step 6 + 5%L \$57,008.40
Austin, Dolores Administrative Secretary/ School of Continuing Education/SAC	Effective: January 1, 2013 Grade 12, Step 6 + 2.5%Bil + 2.5%L \$60,017.64
Campos, Ana Administrative Secretary/ Counseling/ SAC	Effective: January 1, 2013 Grade 12, Step 6 + 6PG + 2.5%L \$61,588.65
Castillo, Norma Administrative Secretary/ Fire Tech./ SAC	Effective: March 1, 2013 Grade 12, Step 6 + 5%L+ 1PG \$60,517.65
Fuentes, Guadalupe Instructional Ctr. Tech/ Testing/ SAC	Effective: January 1, 2013 Grade 7, Step 6 + 5%L \$48,186.44
Garza, Jimmy Custodian/ Admin. Services/ SAC	Effective: March 1, 2013 Grade 4, Step 6 + 7.5%L \$44,304.25
Hatakeyama, Denise Science Lab Coord./ Math & Science/ SAC	Effective: February 1, 2013 Grade 13, Step 6 + 7.5%L \$64,659.19
Hawn, Theresa Senior Clerk/ Community Services/ SAC	Effective: January 1, 2013 Grade 8, Step 6 + 5%L @ 75% FTE \$37,615.52
Schumacher, Leisa Administrative Secretary/ Math & Science/ SAC	Effective: February 1, 2013 Grade 12, Step 6 + 2.5% L \$58,588.66
Serratos, Joseph HS Community Outreach Spec./ School of Continuing Education/SAC	Effective: January 1, 2013 Grade 13, Step 5 + 5%L + 2.5%Bil \$61,551.97

Longevity Increment cont'd

Tran, Joseph Skilled Maintenance Worker/ Admin. Services/ SCC	Effective: March 1, 2013 Grade 11, Step 6 + 7.5%L \$58,365.74
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Professional Growth Increment

Ediss, Michael Lead Custodian/ Admin. Services/ SAC	Effective: March 1, 2013 Grade 8, Step 2 + 6PG (3000) \$42,253.63
--------------------------------------------------------	-------------------------------------------------------------------------

Glomba, Irene Executive Secretary/ Orange Education Center	Effective: March 1, 2013 Grade 14, Step 6 + 2.5%L + 2PG (1000) \$65,991.10
------------------------------------------------------------------	----------------------------------------------------------------------------------

Gunderson, Linda Financial Aid Computer Analyst/ SCC	Effective: March 1, 2013 Grade 13, Step 5 + 4PG \$59,257.64
---------------------------------------------------------	----------------------------------------------------------------

Perales, Debra Sr. Account Clerk/ Fiscal Services/ District	Effective: March 1, 2013 Grade 10, Step 6 + 2PG (1000) \$52,954.42
----------------------------------------------------------------	--------------------------------------------------------------------------

Waldren, William Student Services Coordinator/ Counseling/ SCC	Effective: March 1, 2013 Grade 15, step 4 + 3PG (1500) \$62,162.48
----------------------------------------------------------------------	--------------------------------------------------------------------------

Out of Class Assignment

Montoya, Anna Administrative Secretary/ Kinesiology/ SAC	Effective: 01/01/13 – 06/30/13 Grade 12, Step 6 + 2.5%L \$58,588.65
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Scott, Brigitte Administrative Secretary/ Science & Math/ SAC	Effective: 01/01/13 – 06/30/13 Grade 12, Step 5 \$54,465.18
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Change in Position

Rodriguez, Ruth Sr. Interpreter/ DSPS/ SAC	Effective: February 1, 2013 From: 11 Months/yr To: 12 Months/yr Reorg. #746
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Leave of Absence

Duong, Linda
Applications Specialist I/Library/SAC

Effective: 01/23/13 – 03/17/13
Reason: Maternity Leave

CLASSIFIED HOURLY

Longevity Increment

Munoz, Edward
Accountant/ Admin. Services/ SAC

Effective: January 1, 2013
Grade 13, Step A + 2.5%L
\$23.12/Hour

Professional Growth Increment

Pineda, Maribel
Transfer Center Specialist/ SAC

Effective: March 1, 2013
Grade 11, Step A + 4PG (1000)
\$20.36/ Hour + \$83.33/Mo. PG

Out of Class Assignment

Avila, Sandra
Administrative Clerk/ Human Services &
Tech/ SAC

Effective: 01/01/13 – 06/30/13
Grade 10, Step A \$19.49/Hour +
\$83.33/Mo. PG

Change of Assignment

Campos, Griselda
From: Admin. Clerk/Child Dev. Services
To: Data Entry Clerk/ Child Dev. Services

Effective: 2/04/13
Grade 5, Step A + 2.5%L+ 4PG
\$16.36/Hour + \$83.33/mo. PG

Ratification of Resignation/Retirement

Harvey, Hermando
District Safety Officer/ District

Effective: December 31, 2012
Reason: Resignation

Mai, Kathy
Instructional Assistant/ Business/ SAC

Effective: December 13, 2012
Reason: Resignation

VOLUNTEERS cont'd

Villareal, Lauren
Student / Kinesiology/ SAC

Effective: 02/05/13 – 06/30/13

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Ngo, Linh

Effective: 01/28/13-06/30/13

Transfer Center \$500.00 One Time Student Stipend

Cruz, Ana Gaby

Effective: 01/28/13-2/10/13

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT LIST**

Aghamiri Esfahani, Shabnam	Effective: 01/18/13 – 06/30/13
Alvarez, Olivia	Effective: 01-14-13 – 06/30/13
Barajas, Patrick	Effective: 01/28/13 – 06/30/13
Burris, Michael	Effective: 01/18/13 – 06/30/13
Forman, Sofiia	Effective: 01/18/13 – 06/30/13
Guerrero, Josue	Effective: 01/08/13 – 06/30/13
Kammen, Carl	Effective: 01/18/13 – 06/30/13
Kinder, Tina	Effective: 01/18/13 – 06/30/13
Pham, Huy Quoc	Effective: 01/18/13 – 06/30/13
Prosser, Kimberly	Effective: 01/18/13 – 06/30/13
Serafin, Dakota	Effective: 01/28/13 – 06/30/13
Soltani, Steven	Effective: 01/18/13 – 06/30/13

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: February 4, 2013
Re:	Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and CSEA Chapter 888 (Child Development Teachers)	
Action:	Request for Approval	

BACKGROUND

Negotiations between the District and CSEA Chapter 888 have been completed. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the collective bargaining agreement with CSEA Chapter 888 for the period of July 1, 2012 through June 30, 2015.

Fiscal Impact: Presented on Attached Disclosure Form	Board Date: February 4, 2013
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

Rancho Santiago Community College District

Name of Bargaining Unit: CSEA Chapter 888

The proposed agreement covers the period beginning July 1, 2012 and ending June 30, 2015.
and will be acted upon by the Governing Board at its meeting on February 4, 2013.

A. Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement			
		Current Year 2012-13	Year 2 2013-14	Year 3 2014-15	
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$33,187	\$	\$
				%	%
2.	Salary Schedule Increase (Decrease)	Cost (+/-)	\$64,471	\$	\$
			2.053%	%	%
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) FRINGE BENEFITS	Cost (+/-)	\$4,000	\$	\$
				%	%
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)	\$14,435	\$	\$
				%	%
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-)		\$	\$
				%	%
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-)	\$116,093	\$	\$
				%	%
7.	Total Number of Represented Employees		40		
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-)	\$2,902	\$	\$
				%	%

Please include comments and explanations as necessary: 2.053% salary schedule increase and fringe benefit contributions increased by \$100 per employee per year retro to July 1, 2012. Normal step advancement and classification changes resume as of July 1 2012.

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

Establish a catastrophic leave bank.

Progressive Discipline and Reduction in Force language were developed.

Increase Personal Necessity Leave from six to seven days per year.

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

None

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

None

E. Source of Funding for Proposed Agreement

1. Current Year

Child development allocation, federal grant funds and fees.

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

Child development allocation, federal grant funds and fees.

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

NA

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

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

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

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

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

G. Certification

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p>	
<p>_____</p> <p>District Chancellor</p>	<p>_____</p> <p>Date</p>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: February 4, 2013
Re:	Presentation of the Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to the Rancho Santiago Community College District.	
Action:	Receipt of Bargaining Proposal and Approval of Scheduling of Public Hearing	

BACKGROUND

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

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its February 19, 2013 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees receive this bargaining proposal and schedule a public hearing for February 19, 2013.

Fiscal Impact: TBD	Board Date: February 4, 2013
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

CEFA Initial Proposal January 2013

CEFA proposes the following items for Negotiations for fiscal year 2012-2013 for Public Notice, pursuant to Government Code 3547:

Article 11: Wages and Hours

- Increase all schedules by an amount commensurate with the District's ability to pay.
- Increase all schedules to compensate for additional education and experience of unit members.
- Adjust compensation/workload to compensate unit members for completion of additional mandates from the Federal and/or State Government, or from the District.
- Add FLEX opportunities for non-teaching unit members

Article 12: Grievance

- Definition of a day

Article 6: Evaluation

- Review process for receipt of evaluation and the signing of forms

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To:	Board of Trustees	Date: February 4th, 2013
Re:	Rejection of Claim	File # P949-250696-01
Action:	Request for Authorization	

The district's claims administrator recommends that the Board of Trustees authorize the Chancellor, or designee, to reject claim # P949-250696-01.

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

To: Board of Trustees	Date: February 4, 2013
Re: Approval of Nursing Program Agreement – Oasis Senior Center	
Action: Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with Oasis Senior Center, located in Corona Del Mar, will yield appropriate clinical rotation activities for the programs.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the clinical affiliation agreement renewal with Oasis Senior Center in Corona del Mar, California.

Fiscal Impact: None	Board Date: February 4, 2013
Prepared by: Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (the “Agreement”) is made and entered into between the **Rancho Santiago Community College District**, a public educational agency (“District”) located in Santa Ana, California, and The City of Newport Beach on behalf **Oasis Senior Center** (“Clinical Facility”) located in Corona Del Mar, California.

WHEREAS, District and Clinical Facility desire to contribute to community health education;

WHEREAS, District operates Santa Ana College (“College”) and College is a duly accredited educational institution that conducts the program(s) described and identified herein this Agreement (the “Program”);

WHEREAS, District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable government agency;

WHEREAS, Clinical Facility operates a Senior Center meeting needs of seniors and families;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the Clinical Facility in order that students may participate in a clinical experience rotation at the Clinical Facility; and

WHEREAS, District and Clinical Facility desire to enter into this Agreement to memorialize their respective rights, duties, and obligations with respect to the clinical experience rotation of students of the College’s Program.

For purposes of this Agreement, the following definitions shall apply:

“District” shall refer to the Rancho Santiago Community College District, its member Colleges, the District’s Governing Board, and each of their trustees, employees, agents, representatives, successors and assigns;

“College” shall refer to Santa Ana College, and each of its employees, agents, representatives and assigns;

“Clinical Facility” shall refer to Oasis Senior Center, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The “Program” shall refer to the Clinical training in health science programs; and

NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program’s written objectives.
3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the “Regulations”), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. District’s responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District’s Title IX Officer and/or Section 504/ADA Coordinator.

6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. Orientation. Clinical Facility and College shall provide an orientation for assigned students and faculty participating in each rotation.
9. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

In providing the students with the clinical rotation that is the subject of this Agreement, Clinical Facility shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances as required by a Senior Center.

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
12. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise proved under any approachable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.
16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.
17. Ongoing Communication. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.
18. Materials. College agrees to provide students with all educational material required during the clinical program.
19. Medical Library. Clinical Facility agrees to provide students with access to the Medical Library, if applicable, during its normal business hours.
20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall ensure that all students and instructors maintain professional liability insurance coverage (either independently or as an additional insured on District's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of

this Agreement. , District agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to City at least thirty (30) days in advance of any material modification or cancellation of such coverage. The City, its officers, agents, employees and volunteers are to be included as additional insureds under the General Liability insurance with respect to liability arising out of work or operations performed by or on behalf of the District. For any claims related to this contract, the District's insurance shall be primary and shall not contribute with any insurance or self-insurance maintained by the City.

23. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at Clinical Facility pursuant to this Agreement at all times during the course of this Agreement. Workers' Compensation coverage shall include a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.
24. District shall provide certificates evidencing all coverage referred to in this section including naming the City of Newport Beach as additionally insured within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date when any new student or instructor commences participation in the Program(s). These coverages are in effect while the student is on-site at Clinical Facility.
25. Insurance Carried by City. City shall secure and maintain commercial general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. City shall deliver certificate(s) of insurance under City's commercial general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy. City shall provide District with thirty (30) days written notice prior to cancellation of said insurance. Upon request, District shall be provided a copy of said policy.

City shall provide workers' compensation coverage for each of its employees.

26. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

Any student participating in a rotation shall provide verification of annual T.B. screening, immune status for mumps, rubeola, rubella, and chicken pox, hepatitis B (or signed waiver for hepatitis B).

27. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.

28. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

29. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

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

31. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.

32. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.

33. Effective Date Termination. This Agreement shall become effective on February 5, 2013 and shall remain in effect until August 19, 2017, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

34. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each

party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

Mail to:

To Clinical Facility:
Oasis Senior Center
800 Marguerite Ave.
Corona Del Mar, CA 92625
Attn: Celeste Haug

To College:
Director of Nursing
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706

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

35. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Clinical Facility

Rancho Santiago Community College District

By: _____

By: _____

Typed Name: _____

Typed Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: February 04, 2013
Re:	Approval of SLPA Agreement Renewal – Laguna Beach Unified School District	
Action:	Request for Approval	

BACKGROUND:

The Speech-Language Pathology Assistant was introduced in the Fall of 2001. Speech-Language Pathology Assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS:

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose, which has been reviewed by Dean Simon B. Hoffman and college staff. This agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION:

It is recommended that the Board of Trustees approve and renew the agreement between the Speech-Language Pathology Assistant Program and the Laguna Beach Unified School District in Laguna Beach, California.

Fiscal Impact:	None	Board Date: February 04, 2013
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

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, **LAGUNA BEACH UNIFIED SCHOOL DISTRICT** hereinafter called the Agency.

PART I.

BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

SAC-13-012

2. For Student Workers' Compensation

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

3. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.

4. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.

5. The District will keep academic and clinical experience records of students participating in said program.

6. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.

7. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.

8. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.

9. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:

- a. Student Speech-Language Pathology Assistant schedules.
- b. Placement of student in clinical experience assignments.
- c. Changes in clinical experience assignments.

10. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-

Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.

11. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years experience as a practicing speech language pathologist.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual

agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.

8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Indemnification

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

C. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability and professional liability. The general and professional liability insurance shall have a minimum coverage of \$1,000,000 per occurrence.

Proof of insurance coverage shall be furnished to either party upon written request.

PART V **STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

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

PART VI **PERIOD OF AGREEMENT**

- A. This agreement shall be effective as of the date signed by District, and shall continue in effect for five years, unless terminated earlier at will or without cause by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice. This Agreement may be modified or revised at any time by mutual consent.

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

*Rancho Santiago Community
College District*

Laguna Beach Unified School District

District

Agency

2323 North Broadway
Santa Ana, CA 92706

550 Blumont Street
Laguna Beach, CA 92651

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal
Services

Name and Title

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Student Services Division**

To: Board of Trustees	Date: February 4, 2013
Re: Approval of Affiliation Agreement Contract with Western Interpreting Network	
Action: Request for Approval	

BACKGROUND

The American's with Disabilities Act and Section 504 of the Rehabilitation Act require community colleges to provide access to programs offered to all students. Often because of their physical limitations, deaf and hard of hearing students (DHH) cannot participate in their classes without the services of a sign language interpreter. RSCCD employs short term, hourly professional experts: sign language interpreters to provide this highly specialized service. The RSCCD currently holds a contract for this service with CRC, Inc. and is pleased with the scope and quality of services rendered. However, at high demand times CRC, Inc. is sometimes unable to meet the demand and this secondary contract with Western Interpreting Network is needed to meet RSCCD's legal obligation to provide reasonable accommodations to its eligible students.

ANALYSIS

The proposed contractual affiliation agreement Western Interpreting Network will yield appropriately qualified interpreters on an as needed basis. As the demand for interpreting hours decreases over the first few weeks of school the contracted interpreters will be replaced with RSCCD hourly interpreters and the contract will be used only when staff cannot meet the need. The contractual agreement covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. The agreement has been reviewed and approved by RSCCD contract specialist or designee. The agreement carries no costs or other financial arrangements and is in effect for one (1) year with the option to renew, unless otherwise terminated by either party.

RECOMMENDATION

It is recommended that the Board of Trustees approve the affiliation agreement with Western Interpreting Network for sign language interpreter services beginning February 5, 2013 and continuing through June 30, 2015.

Fiscal Impact:	Up to \$90,000 per academic year	Board Date: February 4, 2013
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

Western Interpreting Network (WIN)
Service Agreement

THIS SERVICE AGREEMENT dated this 5th day of February, 2013.

BETWEEN:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE
(The "Customer")

-AND-

Western Interpreting Network
31805 Temecula Parkway, #201, Temecula, CA 92592
(The "Service Provider")

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the business of the Customer.
- B. The Service Provider is agreeable to providing services to the Customer, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF THE MATTERS DESCRIBED ABOVE AND OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THE Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement

The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of American Sign Language interpreting for the Deaf and Hard of Hearing, and such other services as the Customer and the Service Provider may agree upon from time to time (other styles of sign language, i.e., CASE, PSE, SEE), and the Service Provider hereby agrees to provide the services to the Customer.

Term of Agreement

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect beginning February 5, 2013 until June 30, 2015 with the said term being capable of extension by mutual agreement of the parties.

Performance

Service Provider will provide sign language interpretation services in the classroom and on campus as requested by Customer and adhere to the terms of this Agreement.

Compensation

For the services provided by the service provider under this Agreement, the Customer will pay to the service provider compensation in the following manner: The Customer shall pay the Service Provider the total amount of \$70.00/hour with a two-hour minimum per interpreter for services. The need for two interpreters will be determined at the time of customer request and used when agreed upon by both the Service Provider and Customer. Any assignment over the two-hour minimum will be billed in fifteen minute increments.

Independent Contractor

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

Modification or Termination of Agreement

The Customer and or Service Provider may at any time for any reason terminate this agreement and compensate either party only for services rendered to the date of termination 30 days prior written notice by either party shall be sufficient to stop further performance of services. The notice shall be deemed given when received no later than three days after the date of mailing whichever is sooner. Notices shall be sent to RSCCD address, attention Vice Chancellor Business Operations/Fiscal Services with a copy of notice to the Deaf and Hard of Hearing Program office at SAC.

Confidentiality Clause

All work completed on behalf of Customer by Service Provider will be held confidential and confidentiality shall survive termination or expiration of Agreement.

Additional Clauses

Customer will strive to request interpreters from the Service Provider with seventy-two hours or more notice to ensure interpreters can be booked. This, however, does not guarantee an interpreter will be booked. **All cancellations made by Customer must be called in to the Service Provider (WIN) with forty-eight hours or more notice.** Customer will assume responsibility for payment should this cancellation be requested without proper notice.

Customer will assume payment responsibility should a student fail to attend a class in which an interpreter was requested. Customer may reassign a Service Provider interpreter dispatched for a similar class and exact time frame if original requested assignment is a no-show or late cancellation. Customer will not be held responsible to pay for service where an interpreter working for the Service Provider fails to “show up” for an assignment.

Service Provider shall comply with all applicable federal, state and local laws, rules, regulations and ordinances including worker’s compensation.

The Service Provider recognizes Customer’s need for using only the most qualified interpreters in the delivery of said service and will utilize interpreters who possess a certification recognized and/or conferred by RID/NAD first and foremost. Service Provider will work cooperatively with Customer when determining if an interpreter is qualified for a particular class. All Service Provider contracted interpreters adhere to the Professional Code of Conduct set forth by RID. Should an interpreter begin a class and realize they are not qualified; the interpreter will be removed immediately and replaced expeditiously. At any time should customer deem any interpreter sent by Service Provider as non-qualified for a class or other assignment on campus, Customer shall notify Service Provider immediately and request a substitution.

Mutual Indemnification Clause

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

THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

Service Provider:

Customer:

(Signature)

(Signature)

(Name & Title) Eric Feris
President – Western Interpreting Network

(Name & Title) PETER J. HARDASH
Vice Chancellor Business Operations/
Fiscal Services

(Tax ID Number)

(Date Signed)

(Date Signed)

(Board Approval Date)

Check Registers Submitted for Approval
 Checks Written for Period 01/05/13 thru 01/25/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55670	General Fund Unrestricted	1,529.33	0.00	1,529.33	92*0337151	92*0337151
55671	General Fund Unrestricted	5,524.70	0.00	5,524.70	92*0337154	92*0337160
55673	General Fund Unrestricted	1,895.30	0.00	1,895.30	92*0337167	92*0337167
55674	General Fund Unrestricted	2,100.00	0.00	2,100.00	92*0337169	92*0337169
55675	General Fund Unrestricted	3,276.70	0.00	3,276.70	92*0337172	92*0337177
55683	General Fund Unrestricted	1,710.63	0.00	1,710.63	92*0337210	92*0337210
55686	General Fund Unrestricted	366.94	0.00	366.94	92*0337224	92*0337225
55687	General Fund Unrestricted	462.05	0.00	462.05	92*0337227	92*0337230
55688	General Fund Unrestricted	7,512.50	0.00	7,512.50	92*0337233	92*0337235
55692	General Fund Unrestricted	992.94	0.00	992.94	92*0337248	92*0337248
55694	General Fund Unrestricted	2,358.72	0.00	2,358.72	92*0337255	92*0337262
55695	General Fund Unrestricted	642.09	0.00	642.09	92*0337265	92*0337265
55696	General Fund Unrestricted	1,740.37	0.00	1,740.37	92*0337267	92*0337271
55697	General Fund Unrestricted	8,468.17	0.00	8,468.17	92*0337272	92*0337277
55698	General Fund Unrestricted	10,960.00	0.00	10,960.00	92*0337280	92*0337280
55704	General Fund Unrestricted	76,409.00	0.00	76,409.00	92*0337307	92*0337352
55705	General Fund Unrestricted	135,064.06	0.00	135,064.06	92*0337353	92*0337437
55706	General Fund Unrestricted	134,519.37	0.00	134,519.37	92*0337438	92*0337521
55707	General Fund Unrestricted	136,735.44	0.00	136,735.44	92*0337522	92*0337606
55708	General Fund Unrestricted	4,059.00	0.00	4,059.00	92*0337607	92*0337608
55709	General Fund Unrestricted	2,583.60	0.00	2,583.60	92*0337609	92*0337616
55719	General Fund Unrestricted	800.00	0.00	800.00	92*0337657	92*0337660
55720	General Fund Unrestricted	5,187.78	0.00	5,187.78	92*0337661	92*0337670
55721	General Fund Unrestricted	3,747.57	0.00	3,747.57	92*0337671	92*0337675
55722	General Fund Unrestricted	4,054.00	0.00	4,054.00	92*0337676	92*0337680
55724	General Fund Unrestricted	1,895.47	0.00	1,895.47	92*0337690	92*0337696
55725	General Fund Unrestricted	25,587.34	0.00	25,587.34	92*0337697	92*0337701
55733	General Fund Unrestricted	1,712.98	0.00	1,712.98	92*0337721	92*0337725
55734	General Fund Unrestricted	2,224.01	0.00	2,224.01	92*0337727	92*0337727
55735	General Fund Unrestricted	6,639.80	0.00	6,639.80	92*0337728	92*0337737
55737	General Fund Unrestricted	1,408.43	0.00	1,408.43	92*0337745	92*0337748
55738	General Fund Unrestricted	7,440.00	0.00	7,440.00	92*0337749	92*0337775
55745	General Fund Unrestricted	12,916.04	0.00	12,916.04	92*0337795	92*0337798
55746	General Fund Unrestricted	2,520.83	0.00	2,520.83	92*0337799	92*0337805
55747	General Fund Unrestricted	1,824.06	0.00	1,824.06	92*0337808	92*0337808
55750	General Fund Unrestricted	4,486.62	0.00	4,486.62	92*0337819	92*0337823
55755	General Fund Unrestricted	1,154.91	0.00	1,154.91	92*0337835	92*0337836
55757	General Fund Unrestricted	1,928.34	0.00	1,928.34	92*0337843	92*0337847
55758	General Fund Unrestricted	205.60	0.00	205.60	92*0337851	92*0337853
55759	General Fund Unrestricted	1,507.56	0.00	1,507.56	92*0337856	92*0337856
55760	General Fund Unrestricted	11,543.47	0.00	11,543.47	92*0337862	92*0337863

Check Registers Submitted for Approval
 Checks Written for Period 01/05/13 thru 01/25/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55761	General Fund Unrestricted	14,661.60	0.00	14,661.60	92*0337864	92*0337864
55763	General Fund Unrestricted	1,293.13	0.00	1,293.13	92*0337873	92*0337877
55770	General Fund Unrestricted	8,575.00	0.00	8,575.00	92*0337900	92*0337900
55772	General Fund Unrestricted	924.37	0.00	924.37	92*0337905	92*0337908
55773	General Fund Unrestricted	2,657.90	0.00	2,657.90	92*0337909	92*0337915
55774	General Fund Unrestricted	2,675.49	0.00	2,675.49	92*0337919	92*0337923
55775	General Fund Unrestricted	980.00	0.00	980.00	92*0337924	92*0337925
55776	General Fund Unrestricted	2,128.55	0.00	2,128.55	92*0337927	92*0337929
55780	General Fund Unrestricted	5,700.70	0.00	5,700.70	92*0337942	92*0337968
55782	General Fund Unrestricted	304.01	0.00	304.01	92*0337972	92*0337972
55783	General Fund Unrestricted	10,842.61	0.00	10,842.61	92*0337976	92*0337976
55784	General Fund Unrestricted	210.00	0.00	210.00	92*0337978	92*0337979
55786	General Fund Unrestricted	2,004.37	0.00	2,004.37	92*0337983	92*0337991
55787	General Fund Unrestricted	1,009.30	0.00	1,009.30	92*0337992	92*0337994
55788	General Fund Unrestricted	3,140.00	0.00	3,140.00	92*0338003	92*0338008
55790	General Fund Unrestricted	790.64	0.00	790.64	92*0338011	92*0338016
55796	General Fund Unrestricted	139,265.80	0.00	139,265.80	92*0338034	92*0338118
55797	General Fund Unrestricted	76,659.00	0.00	76,659.00	92*0338119	92*0338164
55799	General Fund Unrestricted	6,150.13	0.00	6,150.13	92*0338169	92*0338174
55800	General Fund Unrestricted	100.00	0.00	100.00	92*0338177	92*0338177
55802	General Fund Unrestricted	4,331.65	0.00	4,331.65	92*0338184	92*0338189
55807	General Fund Unrestricted	4,907.10	0.00	4,907.10	92*0338203	92*0338208
55808	General Fund Unrestricted	564.39	0.00	564.39	92*0338211	92*0338216
55809	General Fund Unrestricted	15,245.73	0.00	15,245.73	92*0338217	92*0338218
55810	General Fund Unrestricted	2,542.12	0.00	2,542.12	92*0338219	92*0338224
55811	General Fund Unrestricted	1,489.14	0.00	1,489.14	92*0338225	92*0338230
55812	General Fund Unrestricted	5,890.77	0.00	5,890.77	92*0338231	92*0338243
55813	General Fund Unrestricted	3,333.58	0.00	3,333.58	92*0338244	92*0338248
55814	General Fund Unrestricted	1,454.81	0.00	1,454.81	92*0338251	92*0338255
55815	General Fund Unrestricted	4,186.99	0.00	4,186.99	92*0338256	92*0338263
55816	General Fund Unrestricted	2,577.86	0.00	2,577.86	92*0338264	92*0338271
55817	General Fund Unrestricted	12,128.97	0.00	12,128.97	92*0338272	92*0338330
55823	General Fund Unrestricted	605.51	0.00	605.51	92*0338352	92*0338352
55824	General Fund Unrestricted	718.24	0.00	718.24	92*0338353	92*0338354
55825	General Fund Unrestricted	723.66	0.00	723.66	92*0338362	92*0338364
Total Fund 11 General Fund Unrestricted		<u>\$978,468.84</u>	<u>\$0.00</u>	<u>\$978,468.84</u>		

Check Registers Submitted for Approval
 Checks Written for Period 01/05/13 thru 01/25/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55670	General Fund Restricted	1,626.63	0.00	1,626.63	92*0337152	92*0337153
55674	General Fund Restricted	3,672.49	0.00	3,672.49	92*0337168	92*0337171
55681	General Fund Restricted	4,206.86	0.00	4,206.86	92*0337193	92*0337200
55682	General Fund Restricted	780.66	0.00	780.66	92*0337201	92*0337208
55683	General Fund Restricted	2,291.45	0.00	2,291.45	92*0337209	92*0337209
55686	General Fund Restricted	1,580.87	0.00	1,580.87	92*0337221	92*0337226
55687	General Fund Restricted	847.15	0.00	847.15	92*0337229	92*0337231
55688	General Fund Restricted	4,095.69	0.00	4,095.69	92*0337232	92*0337234
55692	General Fund Restricted	91.85	0.00	91.85	92*0337247	92*0337250
55695	General Fund Restricted	943.89	0.00	943.89	92*0337263	92*0337266
55697	General Fund Restricted	1,939.50	0.00	1,939.50	92*0337273	92*0337273
55699	General Fund Restricted	736.77	0.00	736.77	92*0337281	92*0337289
55709	General Fund Restricted	1,414.81	0.00	1,414.81	92*0337610	92*0337612
55710	General Fund Restricted	180.46	0.00	180.46	92*0337618	92*0337625
55711	General Fund Restricted	2,395.20	0.00	2,395.20	92*0337626	92*0337630
55713	General Fund Restricted	11,400.00	0.00	11,400.00	92*0337636	92*0337636
55714	General Fund Restricted	4,238.77	0.00	4,238.77	92*0337637	92*0337643
55719	General Fund Restricted	298.00	0.00	298.00	92*0337659	92*0337659
55723	General Fund Restricted	8,719.91	0.00	8,719.91	92*0337681	92*0337689
55727	General Fund Restricted	1,168.08	0.00	1,168.08	92*0337704	92*0337707
55733	General Fund Restricted	36.72	0.00	36.72	92*0337720	92*0337720
55736	General Fund Restricted	7,090.00	0.00	7,090.00	92*0337738	92*0337744
55745	General Fund Restricted	5,079.90	0.00	5,079.90	92*0337793	92*0337794
55747	General Fund Restricted	8,545.58	0.00	8,545.58	92*0337806	92*0337811
55748	General Fund Restricted	1,798.00	0.00	1,798.00	92*0337812	92*0337816
55749	General Fund Restricted	51,299.63	0.00	51,299.63	92*0337818	92*0337818
55755	General Fund Restricted	3,188.88	0.00	3,188.88	92*0337832	92*0337834
55756	General Fund Restricted	22.99	0.00	22.99	92*0337838	92*0337838
55757	General Fund Restricted	1,269.00	0.00	1,269.00	92*0337841	92*0337846
55758	General Fund Restricted	1,318.63	0.00	1,318.63	92*0337848	92*0337850
55759	General Fund Restricted	7,942.04	0.00	7,942.04	92*0337854	92*0337859
55761	General Fund Restricted	25,000.00	0.00	25,000.00	92*0337868	92*0337868
55762	General Fund Restricted	1,335.46	0.00	1,335.46	92*0337869	92*0337871
55763	General Fund Restricted	133.71	0.00	133.71	92*0337872	92*0337878
55770	General Fund Restricted	1,608.57	0.00	1,608.57	92*0337899	92*0337899
55772	General Fund Restricted	187.81	0.00	187.81	92*0337907	92*0337907
55773	General Fund Restricted	6,542.47	0.00	6,542.47	92*0337912	92*0337916
55774	General Fund Restricted	554.33	0.00	554.33	92*0337917	92*0337918
55776	General Fund Restricted	1,713.32	0.00	1,713.32	92*0337926	92*0337926
55782	General Fund Restricted	556.89	0.00	556.89	92*0337973	92*0337975
55783	General Fund Restricted	4,322.50	0.00	4,322.50	92*0337977	92*0337977

Check Registers Submitted for Approval
 Checks Written for Period 01/05/13 thru 01/25/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55787	General Fund Restricted	1,510.75	0.00	1,510.75	92*0337993	92*0338000
55788	General Fund Restricted	15,294.84	0.00	15,294.84	92*0338001	92*0338007
55789	General Fund Restricted	14,508.00	0.00	14,508.00	92*0338010	92*0338010
55790	General Fund Restricted	1,195.16	0.00	1,195.16	92*0338012	92*0338015
55799	General Fund Restricted	7,938.78	0.00	7,938.78	92*0338170	92*0338173
55800	General Fund Restricted	1,613.14	0.00	1,613.14	92*0338175	92*0338180
55801	General Fund Restricted	18,823.99	0.00	18,823.99	92*0338181	92*0338183
55802	General Fund Restricted	605.60	0.00	605.60	92*0338186	92*0338192
55806	General Fund Restricted	78.68	0.00	78.68	92*0338198	92*0338200
55807	General Fund Restricted	4,245.64	0.00	4,245.64	92*0338204	92*0338207
55808	General Fund Restricted	630.51	0.00	630.51	92*0338209	92*0338213
55811	General Fund Restricted	552.34	0.00	552.34	92*0338227	92*0338229
55813	General Fund Restricted	130.93	0.00	130.93	92*0338246	92*0338250
55814	General Fund Restricted	324.47	0.00	324.47	92*0338253	92*0338253
55822	General Fund Restricted	1,378.50	0.00	1,378.50	92*0338342	92*0338349
55824	General Fund Restricted	2,278.23	0.00	2,278.23	92*0338355	92*0338358
55825	General Fund Restricted	2,901.27	0.00	2,901.27	92*0338359	92*0338361
55826	General Fund Restricted	6,000.00	0.00	6,000.00	92*0338365	92*0338365
Total Fund 12 General Fund Restricted		<u>\$262,186.30</u>	<u>\$0.00</u>	<u>\$262,186.30</u>		

Check Registers Submitted for Approval
 Checks Written for Period 01/05/13 thru 01/25/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55672	GF Unrestricted One-Time Func	48,602.25	0.00	48,602.25	92*0337161	92*0337164
55673	GF Unrestricted One-Time Func	323.94	0.00	323.94	92*0337165	92*0337166
55684	GF Unrestricted One-Time Func	118,284.40	0.00	118,284.40	92*0337211	92*0337218
55685	GF Unrestricted One-Time Func	70,786.95	0.00	70,786.95	92*0337219	92*0337220
55689	GF Unrestricted One-Time Func	10,623.12	0.00	10,623.12	92*0337236	92*0337237
55693	GF Unrestricted One-Time Func	45,920.67	0.00	45,920.67	92*0337251	92*0337254
55697	GF Unrestricted One-Time Func	1,340.00	0.00	1,340.00	92*0337276	92*0337276
55698	GF Unrestricted One-Time Func	29,567.35	0.00	29,567.35	92*0337278	92*0337279
55700	GF Unrestricted One-Time Func	51,723.00	0.00	51,723.00	92*0337290	92*0337290
55710	GF Unrestricted One-Time Func	8,958.59	0.00	8,958.59	92*0337617	92*0337624
55713	GF Unrestricted One-Time Func	65,214.65	0.00	65,214.65	92*0337633	92*0337635
55719	GF Unrestricted One-Time Func	338.01	0.00	338.01	92*0337656	92*0337658
55726	GF Unrestricted One-Time Func	33,012.27	0.00	33,012.27	92*0337702	92*0337703
55734	GF Unrestricted One-Time Func	2,338.12	0.00	2,338.12	92*0337726	92*0337726
55739	GF Unrestricted One-Time Func	90,389.55	0.00	90,389.55	92*0337776	92*0337777
55743	GF Unrestricted One-Time Func	7,912.43	0.00	7,912.43	92*0337787	92*0337791
55744	GF Unrestricted One-Time Func	11,643.28	0.00	11,643.28	92*0337792	92*0337792
55749	GF Unrestricted One-Time Func	55,000.00	0.00	55,000.00	92*0337817	92*0337817
55756	GF Unrestricted One-Time Func	4,128.62	0.00	4,128.62	92*0337837	92*0337840
55760	GF Unrestricted One-Time Func	13,794.70	0.00	13,794.70	92*0337860	92*0337861
55761	GF Unrestricted One-Time Func	38,831.40	0.00	38,831.40	92*0337865	92*0337867
55771	GF Unrestricted One-Time Func	6,924.50	0.00	6,924.50	92*0337901	92*0337904
55781	GF Unrestricted One-Time Func	76,511.66	0.00	76,511.66	92*0337969	92*0337971
55785	GF Unrestricted One-Time Func	7,913.02	0.00	7,913.02	92*0337980	92*0337982
55787	GF Unrestricted One-Time Func	891.00	0.00	891.00	92*0337996	92*0337996
55789	GF Unrestricted One-Time Func	10,864.80	0.00	10,864.80	92*0338009	92*0338009
55798	GF Unrestricted One-Time Func	40,101.45	0.00	40,101.45	92*0338165	92*0338168
55802	GF Unrestricted One-Time Func	105.85	0.00	105.85	92*0338185	92*0338185
55806	GF Unrestricted One-Time Func	1,527.25	0.00	1,527.25	92*0338199	92*0338202
55823	GF Unrestricted One-Time Func	1,279.19	0.00	1,279.19	92*0338350	92*0338351
Total Fund 13 GF Unrestricted One-Time		<u>\$854,852.02</u>	<u>\$0.00</u>	<u>\$854,852.02</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55676	Child Development Fund	3,319.08	0.00	3,319.08	92*0337178	92*0337181
55701	Child Development Fund	664.95	0.00	664.95	92*0337291	92*0337299
55740	Child Development Fund	8,773.98	0.00	8,773.98	92*0337778	92*0337781
55764	Child Development Fund	7,102.68	0.00	7,102.68	92*0337879	92*0337883
55777	Child Development Fund	15,487.97	0.00	15,487.97	92*0337930	92*0337934
55791	Child Development Fund	1,877.50	0.00	1,877.50	92*0338017	92*0338021
55803	Child Development Fund	24,184.57	0.00	24,184.57	92*0338193	92*0338194
55818	Child Development Fund	1,498.60	0.00	1,498.60	92*0338331	92*0338335
55827	Child Development Fund	1,989.04	0.00	1,989.04	92*0338366	92*0338373
Total Fund 33 Child Development Fund		<u>\$64,898.37</u>	<u>\$0.00</u>	<u>\$64,898.37</u>		

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 Checks Written for Period 01/05/13 thru 01/25/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55678	Capital Outlay Projects Fund	11,519.50	0.00	11,519.50	92*0337186	92*0337189
55691	Capital Outlay Projects Fund	52,062.91	0.00	52,062.91	92*0337244	92*0337246
55702	Capital Outlay Projects Fund	2,384.40	0.00	2,384.40	92*0337300	92*0337302
55717	Capital Outlay Projects Fund	409.24	0.00	409.24	92*0337651	92*0337652
55732	Capital Outlay Projects Fund	4,334.85	0.00	4,334.85	92*0337719	92*0337719
55742	Capital Outlay Projects Fund	34,608.00	0.00	34,608.00	92*0337785	92*0337786
55752	Capital Outlay Projects Fund	23,091.59	0.00	23,091.59	92*0337827	92*0337828
55768	Capital Outlay Projects Fund	77,996.25	0.00	77,996.25	92*0337894	92*0337894
55769	Capital Outlay Projects Fund	17,720.41	0.00	17,720.41	92*0337895	92*0337898
55794	Capital Outlay Projects Fund	10,113.32	0.00	10,113.32	92*0338030	92*0338032
55805	Capital Outlay Projects Fund	33,413.66	0.00	33,413.66	92*0338197	92*0338197
55819	Capital Outlay Projects Fund	148,716.71	0.00	148,716.71	92*0338336	92*0338336
55820	Capital Outlay Projects Fund	5,080.20	0.00	5,080.20	92*0338337	92*0338340
Total Fund 41 Capital Outlay Projects Fu		<u>\$421,451.04</u>	<u>\$0.00</u>	<u>\$421,451.04</u>		

Check Registers Submitted for Approval
 Checks Written for Period 01/05/13 thru 01/25/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55677	Bond Fund, Measure E	14,775.21	0.00	14,775.21	92*0337182	92*0337185
55690	Bond Fund, Measure E	49,637.07	0.00	49,637.07	92*0337238	92*0337243
55712	Bond Fund, Measure E	39,646.55	0.00	39,646.55	92*0337631	92*0337632
55715	Bond Fund, Measure E	30,930.94	0.00	30,930.94	92*0337644	92*0337649
55716	Bond Fund, Measure E	732.82	0.00	732.82	92*0337650	92*0337650
55729	Bond Fund, Measure E	166,942.55	0.00	166,942.55	92*0337710	92*0337712
55730	Bond Fund, Measure E	122,574.60	0.00	122,574.60	92*0337713	92*0337714
55731	Bond Fund, Measure E	27,118.50	0.00	27,118.50	92*0337715	92*0337718
55741	Bond Fund, Measure E	103,681.97	0.00	103,681.97	92*0337782	92*0337784
55751	Bond Fund, Measure E	4,515.67	0.00	4,515.67	92*0337824	92*0337826
55765	Bond Fund, Measure E	125,313.09	0.00	125,313.09	92*0337884	92*0337886
55766	Bond Fund, Measure E	39,408.24	0.00	39,408.24	92*0337887	92*0337889
55767	Bond Fund, Measure E	380,728.80	0.00	380,728.80	92*0337890	92*0337893
55778	Bond Fund, Measure E	111,132.20	0.00	111,132.20	92*0337935	92*0337938
55779	Bond Fund, Measure E	12,399.94	0.00	12,399.94	92*0337939	92*0337941
55792	Bond Fund, Measure E	14,939.00	0.00	14,939.00	92*0338022	92*0338022
55793	Bond Fund, Measure E	38,645.95	0.00	38,645.95	92*0338023	92*0338029
55804	Bond Fund, Measure E	10,450.00	0.00	10,450.00	92*0338195	92*0338196
55828	Bond Fund, Measure E	582.00	0.00	582.00	92*0338374	92*0338374
55829	Bond Fund, Measure E	274,965.00	0.00	274,965.00	92*0338375	92*0338376
55830	Bond Fund, Measure E	126,612.50	0.00	126,612.50	92*0338377	92*0338378
Total Fund 42 Bond Fund, Measure E		<u>\$1,695,732.60</u>	<u>\$0.00</u>	<u>\$1,695,732.60</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55703	Property and Liability Fund	11,148.70	0.00	11,148.70	92*0337303	92*0337306
55718	Property and Liability Fund	15,740.05	0.00	15,740.05	92*0337653	92*0337655
55754	Property and Liability Fund	15,822.50	0.00	15,822.50	92*0337830	92*0337831
55795	Property and Liability Fund	5,320.25	0.00	5,320.25	92*0338033	92*0338033
Total Fund 61 Property and Liability Fund		<u><u>\$48,031.50</u></u>	<u><u>\$0.00</u></u>	<u><u>\$48,031.50</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55679	Workers' Compensation Fund	345.24	0.00	345.24	92*0337190	92*0337191
55753	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0337829	92*0337829
Total Fund 62 Workers' Compensation Fu		<u><u>\$2,182.74</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,182.74</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55680	Student Financial Aid Fund	223.40	0.00	223.40	92*0337192	92*0337192
55728	Student Financial Aid Fund	3,734.00	0.00	3,734.00	92*0337708	92*0337709
55821	Student Financial Aid Fund	192.65	0.00	192.65	92*0338341	92*0338341
Total Fund 74 Student Financial Aid Fund		<u>\$4,150.05</u>	<u>\$0.00</u>	<u>\$4,150.05</u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	978,468.84
Total Fund 12 General Fund Restricted	262,186.30
Total Fund 13 GF Unrestricted One-Time Fund	854,852.02
Total Fund 33 Child Development Fund	64,898.37
Total Fund 41 Capital Outlay Projects Fund	421,451.04
Total Fund 42 Bond Fund, Measure E	1,695,732.60
Total Fund 61 Property and Liability Fund	48,031.50
Total Fund 62 Workers' Compensation Fund	2,182.74
Total Fund 74 Student Financial Aid Fund	4,150.05
Grand Total:	<u><u>\$4,331,953.46</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 12/01/2012 To 12/31/2012
Board Meeting on 02/04/2013**

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	13,292	
2000	CLASSIFIED SALARIES	24,001	
3000	EMPLOYEE BENEFITS	26,314	
4000	SUPPLIES & MATERIALS	9,860	
5000	OTHER OPERATING EXP & SERVICES		104,836
6000	CAPITAL OUTLAY	2,860	
7900	RESERVE FOR CONTINGENCIES	28,509	
Total Transfer Fund 11		\$104,836	\$104,836
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		6,190
2000	CLASSIFIED SALARIES		16,073
3000	EMPLOYEE BENEFITS	2,842	
4000	SUPPLIES & MATERIALS		1,724
5000	OTHER OPERATING EXP & SERVICES	7,824	
6000	CAPITAL OUTLAY	16,669	
7000	OTHER OUTGO		3,348
Total Transfer Fund 12		\$27,335	\$27,335
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
2000	CLASSIFIED SALARIES		66,224
3000	EMPLOYEE BENEFITS		6,058
4000	SUPPLIES & MATERIALS		2,000
5000	OTHER OPERATING EXP & SERVICES		25,718
7900	RESERVE FOR CONTINGENCIES	100,000	
Total Transfer Fund 13		\$100,000	\$100,000
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES	14,000	
4000	SUPPLIES & MATERIALS		15,063
5000	OTHER OPERATING EXP & SERVICES	7,458	
6000	CAPITAL OUTLAY		6,395
Total Transfer Fund 33		\$21,458	\$21,458
<u>Fund 41: Capital Outlay Projects Fund</u>			
6000	CAPITAL OUTLAY		277,364
7900	RESERVE FOR CONTINGENCIES	277,364	
Total Transfer Fund 41		\$277,364	\$277,364
<u>Fund 42: Bond Fund, Measure E</u>			
6000	CAPITAL OUTLAY	5,191,117	
7900	RESERVE FOR CONTINGENCIES		5,191,117
Total Transfer Fund 42		\$5,191,117	\$5,191,117
BUDGET INCREASES AND DECREASES		Revenue	Appropriation

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 12/01/2012 To 12/31/2012
Board Meeting on 02/04/2013**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	620,475	
8600	STATE REVENUES	28,406	
8800	LOCAL REVENUES	4,500	
1000	ACADEMIC SALARIES		34,719
2000	CLASSIFIED SALARIES		428,476
3000	EMPLOYEE BENEFITS		150,196
4000	SUPPLIES & MATERIALS		(3,314)
5000	OTHER OPERATING EXP & SERVICES		32,706
6000	CAPITAL OUTLAY		10,695
7000	OTHER OUTGO		(97)
Total Transfer Fund 12		\$653,381	\$653,381
<u>Fund 31: Bookstore Fund</u>			
8800	LOCAL REVENUES	348,583	
2000	CLASSIFIED SALARIES		(74,955)
3000	EMPLOYEE BENEFITS		(18,110)
4000	SUPPLIES & MATERIALS		442,269
5000	OTHER OPERATING EXP & SERVICES		20,000
6000	CAPITAL OUTLAY		(6,250)
7000	OTHER OUTGO		(55,061)
7900	RESERVE FOR CONTINGENCIES		40,690
Total Transfer Fund 31		\$348,583	\$348,583
<u>Fund 42: Bond Fund, Measure E</u>			
8800	LOCAL REVENUES	1,929	
7900	RESERVE FOR CONTINGENCIES		1,929
Total Transfer Fund 42		\$1,929	\$1,929
<u>Fund 72: Representation Fee Trust Fund</u>			
8800	LOCAL REVENUES	18,524	
5000	OTHER OPERATING EXP & SERVICES		18,524
Total Transfer Fund 72		\$18,524	\$18,524

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

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 12/01/2012 To 12/31/2012
Board Meeting on 02/04/2013**

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>			
B010785	12/04/12		
1000	ACADEMIC SALARIES	28,929	
2000	CLASSIFIED SALARIES	3,112	
3000	EMPLOYEE BENEFITS	26,326	
5000	OTHER OPERATING EXP & SERVICES		58,367
Total Reference B010785		\$58,367	\$58,367
Reason: Special Project Adjustment			
Description: SP2061 SAC match project clean up FY12/13			
B010807	12/05/12		
5000	OTHER OPERATING EXP & SERVICES		28,509
7900	RESERVE FOR CONTINGENCIES	28,509	
Total Reference B010807		\$28,509	\$28,509
Reason: Adjustment			
Description: Stu Rep Fee Trust Fd72			
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
B010781	12/04/12		
5000	OTHER OPERATING EXP & SERVICES		100,000
7900	RESERVE FOR CONTINGENCIES	100,000	
Total Reference B010781		\$100,000	\$100,000
Reason: Adjustment			
Description: DO Bus/Fisc facilities related legal services FY12/13			
B010803	12/05/12		
2000	CLASSIFIED SALARIES		30,000
5000	OTHER OPERATING EXP & SERVICES	30,000	
Total Reference B010803		\$30,000	\$30,000
Reason: Special Project Adjustment			
Description: SP3682 SAC Distance Ed temp short term employee salary			
B010838	12/11/12		
2000	CLASSIFIED SALARIES		21,824
3000	EMPLOYEE BENEFITS		5,143
5000	OTHER OPERATING EXP & SERVICES	26,967	
Total Reference B010838		\$26,967	\$26,967
Reason: Adjustment			
Description: SAC Adm Svcs CSEA settlement			
<u>Fund 41: Capital Outlay Projects Fund</u>			
B010874	12/17/12		
6000	CAPITAL OUTLAY		7,864
7900	RESERVE FOR CONTINGENCIES	7,864	
Total Reference B010874		\$7,864	\$7,864
Reason: Special Project Adjustment			
Description: Cover the cost of relocating OEC to temporary facilities			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 12/01/2012 To 12/31/2012
Board Meeting on 02/04/2013**

BUDGET TRANSFERS		From	To
B010884	12/19/12		
6000	CAPITAL OUTLAY		150,000
7900	RESERVE FOR CONTINGENCIES	150,000	
Total Reference B010884		\$150,000	\$150,000
Reason: Special Project Adjustment			
Description: SP3599 Temp transfer for reloc OEC to temp facilities			
B010887	12/19/12		
6000	CAPITAL OUTLAY		21,500
7900	RESERVE FOR CONTINGENCIES	21,500	
Total Reference B010887		\$21,500	\$21,500
Reason: Special Project Adjustment			
Description: SP3599 Temp trns for 1st/last mo. lease OEC relocation			
B010913	12/20/12		
6000	CAPITAL OUTLAY		98,000
7900	RESERVE FOR CONTINGENCIES	98,000	
Total Reference B010913		\$98,000	\$98,000
Reason: Special Project Adjustment			
Description: SP3586 SCC Ph1 Ctrl Plnt Enrgy Anlys/Schmtc Dsgn arch fees			
<u>Fund 42: Bond Fund, Measure E</u>			
B010810	12/06/12		
6000	CAPITAL OUTLAY	4,249,668	
7900	RESERVE FOR CONTINGENCIES		4,249,668
Total Reference B010810		\$4,249,668	\$4,249,668
Reason: Special Project Adjustment			
Description: SP3022 SCC Arts, Hum&SS Bldg from SCC Hum Prj reduction			
B010811	12/06/12		
6000	CAPITAL OUTLAY	2,360,424	
7900	RESERVE FOR CONTINGENCIES		2,360,424
Total Reference B010811		\$2,360,424	\$2,360,424
Reason: Special Project Adjustment			
Description: SP3025 SCC Gym Bldg reduction moving funds Unallocated Bond			
B010813	12/06/12		
6000	CAPITAL OUTLAY	495,777	
7900	RESERVE FOR CONTINGENCIES		495,777
Total Reference B010813		\$495,777	\$495,777
Reason: Special Project Adjustment			
Description: SP3009 DO Telephone/Computer Net Prj to Unallocated Bond Fd			
B010814	12/06/12		
6000	CAPITAL OUTLAY		232
7900	RESERVE FOR CONTINGENCIES	232	
Total Reference B010814		\$232	\$232
Reason: Special Project Adjustment			
Description: SP3026 SCC Sci/Math Bldg funds to SCC Infrastructure Proj			
B010821	12/06/12		
6000	CAPITAL OUTLAY		1,798,500
7900	RESERVE FOR CONTINGENCIES	1,798,500	
Total Reference B010821		\$1,798,500	\$1,798,500
Reason: New Budget			
Description: NEWB#3031 SAC Planetarium upgrade/restroom addition			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 12/01/2012 To 12/31/2012
Board Meeting on 02/04/2013**

BUDGET TRANSFERS		From	To
B010882	12/19/12		
6000	CAPITAL OUTLAY		27,191
7900	RESERVE FOR CONTINGENCIES	27,191	
Total Reference B010882		\$27,191	\$27,191
Reason:	Special Project Adjustment		
Description:	SP3025 SCC Gym Bldg contr svcs from unallocated bond funds.		
B010914	12/20/12		
6000	CAPITAL OUTLAY		30,000
7900	RESERVE FOR CONTINGENCIES	30,000	
Total Reference B010914		\$30,000	\$30,000
Reason:	Special Project Adjustment		
Description:	SP3025 SCC Gym Proj add'l exps for the aquatics center		
B010915	12/20/12		
6000	CAPITAL OUTLAY		58,829
7900	RESERVE FOR CONTINGENCIES	58,829	
Total Reference B010915		\$58,829	\$58,829
Reason:	Correction		
Description:	Corr B010810 12/6/12 SP3022 SCC Arts, Hum&Soc Sci Bldg prj		

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
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Fund 12: General Fund Restricted

B010846	12/13/12		
8100	FEDERAL REVENUES	602,365	
2000	CLASSIFIED SALARIES		407,503
3000	EMPLOYEE BENEFITS		150,009
4000	SUPPLIES & MATERIALS		3,500
5000	OTHER OPERATING EXP & SERVICES		38,353
6000	CAPITAL OUTLAY		3,000
Total Reference B010846		\$602,365	\$602,365
Reason:	New Budget		
Description:	SP1317 SBDC CY2013 new grant eff 1/1/13 CFDA No.59.037		
B010867	12/17/12		
8600	STATE REVENUES	33,528	
1000	ACADEMIC SALARIES		31,554
2000	CLASSIFIED SALARIES		(4,812)
3000	EMPLOYEE BENEFITS		4,021
4000	SUPPLIES & MATERIALS		797
5000	OTHER OPERATING EXP & SERVICES		(5,149)
6000	CAPITAL OUTLAY		8,096
7000	OTHER OUTGO		(979)
Total Reference B010867		\$33,528	\$33,528
Reason:	New Budget		
Description:	NEWB#2061 SCC CalWORKs/Wrk Std FY 12/13		

Fund 31: Bookstore Fund

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 12/01/2012 To 12/31/2012
Board Meeting on 02/04/2013**

BUDGET INCREASES AND DECREASES

		Revenue	Appropriation
B010812	12/06/12		
8800	LOCAL REVENUES	348,583	
2000	CLASSIFIED SALARIES		(74,955)
3000	EMPLOYEE BENEFITS		(18,110)
4000	SUPPLIES & MATERIALS		442,269
5000	OTHER OPERATING EXP & SERVICES		20,000
6000	CAPITAL OUTLAY		(6,250)
7000	OTHER OUTGO		(55,061)
7900	RESERVE FOR CONTINGENCIES		40,690
Total Reference B010812		\$348,583	\$348,583

Reason: Adjustment

Description: Adjust budget to projected incomes/expenses

Fund 42: Bond Fund, Measure E

B010775	12/04/12		
8800	LOCAL REVENUES	1,929	
7900	RESERVE FOR CONTINGENCIES		1,929
Total Reference B010775		\$1,929	\$1,929

Reason: Special Project Adjustment

Description: Fund 42 increase based on actual local revenues.

RECOMMENDATION

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

Printed: 1/22/2013 7:38:29AM

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

To:	Board of Trustees	Date:	February 4, 2013
Re:	Adoption of Resolution No. 13-05 – Certifying the Election Regarding The Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District, Measure Q		
Action:	Request for Adoption		

BACKGROUND

The Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District, Measure Q, was on the November 6, 2012 general election. Measure Q passed by a 72.6% approval rate. Proposition 39, of November 7, 2000, authorizes school districts and community colleges a voter threshold for passage at 55%. Measure Q authorizes general obligation bonds for \$198,000,000.

ANALYSIS

The RSCCD Board of Trustees is required to officially certify the election results on the successful passage of Measure Q. The attached resolution, prepared by the district's bond counsel, David G Casnocha with the law firm of Stradling Yocca Carlson & Rauth, provides certification to the Orange County Board of Supervisors and the Orange County Department of Education for the results of the Measure Q election. The attached Certificate of Registrar of Voters Result of the Canvass of the General Election Returns has been prepared and provided by the Mr. Neal Kelley, Registrar of Voters of Orange County. Also, attached is the Certified Statement of the Votes Cast at the General Election of November 6, 2012, dated November 21, 2012, also certified by Mr. Kelley.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 13-05 – Certifying the Election Regarding the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District, Measure Q as presented.

Fiscal Impact:	None	Board Date:	February 4, 2013
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. 13-05

RESOLUTION OF THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ENTERING ELECTION RESULTS INTO THE MINUTES AND CERTIFYING TO THE BOARD OF SUPERVISORS OF ORANGE COUNTY ALL PROCEEDINGS IN THE NOVEMBER 6, 2012 GENERAL OBLIGATION BOND ELECTION

WHEREAS, the Board of Trustees (“Board”) of the Rancho Santiago Community College District (the “District”) established the Schools Facilities Improvement District No. 1 (“SFID No. 1”).

WHEREAS, the Board previously adopted a resolution requesting Orange County (the “County”) to call an election for general obligation bonds within the boundaries of SFID No. 1 (the “Bond Election”) to be held on November 6, 2012; and

WHEREAS, such resolution was duly delivered to the Registrar of Voters/County Clerk-Recorder of the County; and

WHEREAS, notice of the Bond Election was duly given; and

WHEREAS, on November 6, 2012, the Bond Election was duly held and conducted for the purpose of voting a measure for the issuance of bonds of the District in the amount of \$198,000,000 (“Measure Q”); and

WHEREAS, the Board has received from the Orange County Registrar of Voters/County Clerk-Recorder the Canvass Certificate and Official Statement of Results (the “Canvass”) of the Bond Election; and

WHEREAS, it appears from the Canvass, a copy of which is attached hereto as Exhibit “A,” that more than fifty-five percent of the votes cast on Measure Q were in favor of issuing the aforementioned bonds.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. That entry be made upon the minutes of the meeting that Measure Q has been approved by more than fifty-five percent of the votes cast at the Bond Election.

Section 2. That all proceedings of the District in connection with the Bond Election have been accomplished according to law.

Section 3. That the Secretary of the Board is hereby requested to deliver a copy of this Resolution with the Canvass to the Orange County Superintendent of Schools and the Clerk of the Board of Supervisors of the County.

ADOPTED, SIGNED AND APPROVED this ____ th day of _____, 2013.

BOARD OF TRUSTEES OF THE RANCHO
SANTIAGO COMMUNITY COLLEGE DISTRICT

President

ATTEST:

Secretary

EXHIBIT A

Canvass and Statement of Results

**CERTIFICATE OF REGISTRAR OF VOTERS TO RESULT
OF THE CANVASS OF THE GENERAL ELECTION RETURNS**

STATE OF CALIFORNIA)

)ss.

COUNTY OF ORANGE)

I, Neal Kelley, Registrar of Voters of Orange County, do hereby certify the following to be a full, true and correct Statement of the Vote of the election listed below, consolidated with the General Election held on November 6, 2012.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TRUSTEE AREA 3**

NELIDA M. YANEZ	5,802
THOMAS ANTHONY GORDON	3,718
ANTONIO "TONY" JESUS TAPIA	2,589
EARLY VOTING BALLOTS CAST:	22
PRECINCT BALLOTS CAST:	7,077
VOTE-BY-MAIL BALLOTS CAST:	7,221
TOTAL BALLOTS CAST:	14,320

TRUSTEE AREA 5

CLAUDIA ALVAREZ	6,265
MARK MCLOUGHLIN	5,685
R. DAVID CHAPEL	4,247
EARLY VOTING BALLOTS CAST:	45
PRECINCT BALLOTS CAST:	8,574
VOTE-BY-MAIL BALLOTS CAST:	10,717
TOTAL BALLOTS CAST:	19,336

MEASURE Q

YES	45,981
NO	17,370
EARLY VOTING BALLOTS CAST:	181
PRECINCT BALLOTS CAST:	33,685
VOTE-BY-MAIL BALLOTS CAST:	37,142
TOTAL BALLOTS CAST:	71,008

I hereby certify that the number of votes cast for each candidate and measure is as set forth above and appears in the Certified Statement of the Vote.

WITNESS my hand and Official Seal this 21st day of November, 2012.

CERTIFIED STATEMENT OF THE VOTES CAST

at the

GENERAL ELECTION

November 6, 2012

in the

County of Orange, State of California

FILED _____, 2012

DEBRA BOWEN, SECRETARY OF STATE

BY _____ DEPUTY

State of California)

) ss


County of Orange)

I, Neal Kelley, Registrar of Voters of Orange County, do hereby certify that the within is a true and correct statement of the votes cast in this county at the General Election, as determined by the canvass of the returns of said election.

I further certify the results of the 1 percent manual tally contained no discrepancies between the machine count and the manual tally.

WITNESS my hand and Official Seal

THIS 21st DAY OF Nov, 2012

 _____, REGISTRAR OF VOTERS



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

To:	Board of Trustees	Date: February 4, 2013
Re:	Adoption of Resolution No. 13-06 – Resolution to Establish a Citizens’ Bond Oversight Committee and Approve the Bylaws and Ethics Policy Statement for Measure Q	
Action:	Request for Adoption and Request for Approval	

BACKGROUND

One of the requirements for general obligation bonds that are approved by the voters under Proposition 39 is the establishment of a Citizens’ Bond Oversight Committee. The Board is required to establish the committee within 60 days of certifying the bond election. The requirements for committee membership are stipulated in Section 5 of the bylaws document. Once the committee is formed, it will require bylaws and guidelines for its operation. The Board of Trustees is responsible for establishing bylaws and guidelines in order to facilitate the work of the committee.

ANALYSIS

The attached resolution, Citizens’ Bond Oversight Committee Bylaws and the Citizens’ Bond Oversight Committee Ethics Policy Statement have been prepared by the district’s bond counsel, David G. Casnocha with the law firm of Stradling, Yocca, Carlson & Rauth for Board of Trustee approval.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 13-06 Resolution to Establish a Citizens’ Bond Oversight Committee and Approve the Bylaws and Ethics Policy Statement for the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District for Measure Q as presented.

Fiscal Impact:	None	Board Date: February 4, 2013
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. 13-06

RESOLUTION OF THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ESTABLISHING A CITIZENS' BOND OVERSIGHT COMMITTEE AND APPROVING BYLAWS THEREFORE

WHEREAS, the Board of Trustees ("Board") of the Rancho Santiago Community College District (the "District") established the Schools Facilities Improvement District No. 1 ("SFID No. 1").

WHEREAS, the Board previously adopted a resolution requesting Orange County (the "County") to call an election for general obligation bonds within the boundaries of SFID No. 1 (the "Bond Election") to be held on November 6, 2012; and

WHEREAS, notice of the Bond Election was duly given; and on November 6, 2012 the Bond Election was duly held and conducted for the purpose of voting a measure for the issuance of bonds of the District in the amount of \$198,000,000 ("Measure Q"); and

WHEREAS, based on the Canvass and Statement of Results for the County, more than fifty-five percent of the votes cast on the Measure Q were in favor of issuing the aforementioned bonds; and

WHEREAS, the Board of the District wishes hereby to establish an independent citizens' bond oversight committee in connection with any issuance of bonds under Measure Q and to approve Bylaws governing such committee.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. Authorization. Measure Q was authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution in accordance with the requirements of the Strict Accountability In Local School Construction Bonds Act of 2000 (the "Act").

Section 2. Establishment of Committee. An independent citizens' bond oversight committee (the "Committee") is hereby established for the purposes set forth in the Act.

Section 3. Bylaws. The Committee shall operate pursuant to the Board approved Bylaws. The Committee shall have only those responsibilities granted to them in the Act and in the Bylaws. The Bylaws, as submitted herewith and attached hereto, are hereby approved.

Section 4. Other Actions. Officers of the Board and members of the Committee established hereunder 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

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.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2013.

**BOARD OF TRUSTEES OF THE RANCHO
SANTIAGO COMMUNITY COLLEGE DISTRICT**

President

ATTEST:

Secretary

STATE OF CALIFORNIA)
)
ORANGE COUNTY)

I, _____, do hereby certify that the foregoing Resolution No. 13-06 was duly adopted by the Board of Trustees of the Rancho Santiago Community College District at a meeting thereof held on ____ th day of _____, 2013 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: _____
Secretary

CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

Section 1. Committee Established. The Rancho Santiago Community College District (the "District") School Facilities Improvement No. 1 ("Improvement District") was successful at the election conducted on November 6, 2012 (the "Bond Election") in obtaining authorization from the Improvement District's voters to issue up to \$198,000,000 aggregate principal amount of the District's general obligation bonds ("Measure Q"). The election was conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish the Committee in order to satisfy the accountability requirements of Prop 39. The Board of Trustees of the Rancho Santiago Community College District (the "Board") hereby establishes the Citizens' Bond Oversight Committee (the "Committee") which shall have the duties and rights set forth in these Bylaws. The Committee does not have legal capacity independent from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Election are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under Measure Q. Regular and deferred maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee's review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform only the following duties:

3.1 **Inform the Public.** The Committee shall inform the public concerning the District's expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the majority view of the Committee.

3.2 **Review Expenditures.** The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in the Measure Q; and (b) no bond proceeds were used for teacher or administrative salaries or other operating expenses in compliance with Attorney General Opinion 04-110, issued on November 9, 2004.

3.3 **Annual Report.** The Committee shall present to the Board, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board/Chancellor. Either the Board or the Chancellor, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of Measure Q projects to get funded;
- (ii) Approval of contracts;
- (iii) Approval of change orders;
- (iv) Expenditures of bond funds;
- (v) Handling of all legal matters;
- (vi) Approval of project plans and schedules;
- (vii) Approval of all deferred maintenance plans; and
- (viii) Approval of the sale of bonds.

3.5 Measure Q Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

(a) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.

(b) The establishment of priorities and order of construction for the bond projects, which shall be made by the Board in its sole discretion.

(c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) which shall be determined by the Board in its sole discretion.

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.

(f) The approval of an annual budget for the Committee that is sufficient to carry out its activities.

(g) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion as part of carrying out its function under Prop 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution.

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Vice Chancellor, Business Operations/Fiscal Services.

(c) Review copies of scheduled maintenance plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

Section 5. Membership.

5.1 Number.

The Committee shall consist of at least seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) student enrolled and active in a community college support group, such as student government.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.
- One (1) member active in a support organization for Santa Ana College, such as a foundation.
- Two (2) members of the community at-large.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least 18 years of age.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest. Members of the Committee are not subject to Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Gov. Code §§ 81000 *et seq.*), and are not required to complete the Form 700. However, each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of three (3) years, commencing on the date of the first meeting of the Committee. No member may serve more than two (2) consecutive terms. At the Committee's first meeting, members will draw lots or otherwise select a minimum of two members to serve for an initial two (2) year term and the remaining members for an initial three (3) year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) the District will advertise in the local newspapers, on its website and in other customary forums as well as solicit appropriate local groups for applications; (b) the Superintendent will review the applications; and (c) the Superintendent will make recommendations to the Board.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee. The Board shall seek to fill vacancies within 90 days of the date of occurrence of a vacancy. Members whose terms have expired may continue to serve on the Committee until their successor has been appointed.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District; (b) individual members of the Committee retain the right to address the Board as an individual; (c) the Committee shall not establish sub-committees for any purpose; and (d) the Committee shall have the right to request and receive copies of any public records relating to Measure Q funded projects.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee shall meet at least once a year, but no more frequently than quarterly.

6.2 Location. All meetings shall be held within the Improvement District, located in Orange County, California.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* Meetings shall be conducted according to such additional procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a) preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) preparation and copies of any documentary meeting materials, such as agendas and reports; and

(d) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend Committee proceedings in order to report on the status of projects and the expenditure of bond proceeds.

Section 8. Reports. In addition to the Annual Report required in Section 3.2, the Committee may report to the Board from time to time in order to advise the Board on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Chancellor shall appoint the initial Chair. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall act as Chair only when the Chair is absent. The Chair and Vice-Chair shall serve in such capacities for a term of one year and may be re-elected by vote of a majority of the members of the Committee.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a majority vote of the Board of Trustees of the District.

Section 11. Termination. The Committee shall automatically terminate and disband concurrently with the Committee's submission of the final Annual Report which reflects the final accounting of the expenditure of all Measure Q monies.

CITIZENS' BOND OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT

This Ethics Policy Statement provides general guidelines for Committee members in carrying out their responsibilities. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds, or (2) any construction project which will benefit the Committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Rancho Santiago Community College District.

- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended December 31, 2012	
Action:	Request for Approval	

BACKGROUND

Pursuant to Section 58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the second quarter in fiscal year 2012-13 ended December 31, 2012.

ANALYSIS

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the six months covered in this report, the District has recognized 46.7% of budgeted revenues and other financing sources and 45.2% of budgeted expenditures and other outgo in the unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending December 31, 2012 as presented.

Fiscal Impact:	Not Applicable	Board Date: February 4, 2013
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	

California Community Colleges
QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q
 Fiscal Year 2012-2013

District: (870) Rancho Santiago Community College

Quarter Ended: December 31, 2012

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

As of June 30 for fiscal year specified.

	FY 2009-10 Actual	FY 2010-11 Actual	FY 2011-12 Actual	FY 2012-13 Projected
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	147,237,880	146,382,590	135,465,745	136,702,289
Other Financing Sources (Objects 8900)	18,428	17,279	41,176	9,912
Total Unrestricted Revenues	147,256,308	146,399,869	135,506,921	136,712,201
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	130,775,432	130,076,750	136,106,907	142,699,750
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,667,613	1,596,948	2,042,885	1,500,060
Total Unrestricted Expenditures	132,443,045	131,673,698	138,149,792	144,199,810
Revenues Over(Under) Expenditures	14,813,263	14,726,171	-2,642,871	-7,487,609
Fund Balance, Beginning	16,566,608	31,418,493	46,173,393	43,608,426
Prior Year Adjustments + (-)	38,622	28,729	77,904	0
Adjusted Fund Balance, Beginning	16,605,230	31,447,222	46,251,297	43,608,426
Fund Balance, Ending	31,418,493	46,173,393	43,608,426	36,120,817
% of GF Balance to GF Expenditures	23.7%	35.1%	31.6%	25.0%

II. Annualized Attendance FTES:

Annualized FTES				
(Excluding apprentices and non-residents)	30,564	30,745	27,708	28,495

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2009-10	2010-11	2011-12	2012-13
General Fund Cash Balance (Excluding Borrowed Funds)	45,553,389	53,383,035	62,205,521	47,665,302

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	136,569,262	136,702,289	63,838,248	46.7%
Other Financing Sources (Objects 8900)	5,000	5,000	9,912	198.2%
Total Unrestricted Revenues	136,574,262	136,707,289	63,848,160	46.7%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	142,305,117	142,699,750	63,646,954	44.6%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,500,000	1,500,000	1,500,060	100.0%
Total Unrestricted Expenditures	143,805,117	144,199,750	65,147,014	45.2%
Revenues Over(Under) Expenditures	(7,230,855)	(7,492,461)	(1,298,854)	
Adjusted Fund Balance, Beginning	43,608,426	43,608,426	43,608,426	
Fund Balance, Ending	36,377,571	36,115,965	42,309,572	
% of UGF Fund Balance to UGF Expenditures	25.3%	25.0%		

- V. Has the district settled any employee contracts during this quarter? YES NO
 If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

SALARIES

Contract Period Settled (Specify)	Management		Academic**		Classified/Confidential	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
2012-13					381,290	1.000%
Year 2						
Year 3						

*As specified in Collective Bargaining Agreement.

BENEFITS

Contract Period Settled (Specify)	Management	Academic	Classified/Confidential
	Total Salary Cost Increase	Total Salary Cost Increase	Total Salary Cost Increase
2012-13			624,355
Year 2			
Year 3			

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:

The district intends to fund the salary and benefit increases with the fund balance.

- VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

YES NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

- VII. Does the district have significant fiscal problems that must be addressed this year?

YES NO

Next Year?

YES NO

CERTIFICATION

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

 District Chief Business Officer Date

 District Chief Executive Officer Date

Quarter Ended: December 31, 2012

Governing Board Meeting Date: February 4, 2013

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Quarterly Investment Report as of December 31, 2012	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended December 31, 2012 is submitted in accordance with Section 53646(b) of the Government Code. The district's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of December 31, 2012 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended December 31, 2012, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending December 31, 2012.

All investments for the quarter ended December 31, 2012 are in accordance with Board Policy 3211, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of December 31, 2012 is presented as information.

Fiscal Impact:	None	Board Date: February 4, 2013
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
Statement of Cash
December 31, 2012**

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	58,496,827	0.43%	Oct-Dec	32.36%
Bond Sinking Funds	12,699,978	0.43%	Oct-Dec	7.02%
All Other Funds	106,132,821	0.43%	Oct-Dec	58.70%
Local Agency Investment Fund (LAIF)	149,951	0.32%	Oct-Dec	0.08%
Revolving Fund, Refundable Deposits and Cash in Banks	3,314,151	0.00%	Oct-Dec	1.83%
	<u>180,793,728</u>			<u>100.00%</u>

Rancho Santiago Community College District

Cash Position
December 31, 2012

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County- Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 9121/9125	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12)	1	11/12	47,665,302				3,095,837	100,000			50,861,139
Child Development Fund	12	33	83,310				43,314				126,624
Bond Fund Measure E	22	42	58,496,827								58,496,827
Bond Int & Red Fund	31	21				5,436,614					5,436,614
Bond Int & Red Fund	32	22				4,656,798					4,656,798
Bond Int & Red Fund	33	23				2,606,566					2,606,566
Capital Outlay Projects Fund	40	41	20,271,681								20,271,681
Workers' Compensation Fund	68	62	4,419,619						50,000		4,469,619
Property and Liability Fund	70	61	498,061						25,000		523,061
Retiree Benefits Fund	71	63	32,245,808							149,951	32,395,759
Student Financial Aid	74	74	475,291	34,530	439,219						949,040
Totals			164,155,899	34,530	439,219	12,699,978	3,139,151	100,000	75,000	149,951	180,793,728



OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM

INTERDEPARTMENTAL COMMUNICATION

Date: January 15, 2013

To: Supervisor Shawn Nelson, Chair
Supervisor Patricia Bates, Vice Chair
Supervisor John Moorlach
Supervisor Janet Nguyen
Supervisor Todd Spitzer

From: Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM *SF*

Subject: Treasurer's Investment Report for the Month Ended December 31, 2012

Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended December 31, 2012. The County Treasurer provides this report in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information. This report is also publicly available on our website at <http://bos.ocgov.com/ocinvestments>.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of December 31, 2012. The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool that includes the Voluntary participants' funds, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool, and various other small non-Pooled investment funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The County Treasurer established three Money Market Funds, the Orange County Money Market Fund, the Orange County Educational Money Market Fund and the John Wayne Airport Investment Pool, which all are invested in cash-equivalent securities and provide liquidity for immediate cash needs. Standard & Poor's, in November 2011, reaffirmed their highest rating of AAAM on the County and the Educational Money Market Funds. The County Treasurer also established the Extended Fund that is for cash requirements between one and five years. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Orange County Educational Investment Pool is comprised of the Orange County Educational Money Market Fund and portions of the Extended Fund.

The maximum maturity of investments for the Orange and Educational Money Market Funds is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 46 and 55 respectively. The maximum maturity of the Extended Fund is five years, with a duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.34). The duration is currently at 1.35. The investments in all of the funds are marked to market daily to determine the value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

In December, U.S. economic data showed modest economic growth. The number of U.S. sales of cars and light trucks rose 9% to 1,350,614 in December up from December 2011, and existing home sales increased 14.5% to \$5.04 million up from November 2012. During its Federal Open Market Committee (FOMC) meeting, the Federal Reserve decided to keep interest rates low until the unemployment rate drops to 6.5% or lower, and as long as inflation remains near 2%. This was the first time the FOMC explicitly stated the level at which unemployment would need to be prior to raising rates.

The Treasury market remained flat as uncertainty surrounding effects of the "fiscal cliff" kept market participants occupied. The short-term 90-day T-bill ended the month at 0.04% down from 0.08% in November, and the rate on the two-year note was 0.25% at the end of December, unchanged from November.

INVESTMENT INTEREST YIELDS AND FORECAST

The current gross interest yield year-to-date for 2012/2013 is .45% for the Orange County Investment Pool and .44% for the Orange County Educational Investment Pool. The forecasted gross yield for the fiscal year 2012/2013 remains at 0.38%.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the months following. The December 2012 interest apportionment is expected to be paid by January 31, 2013. The forecast of the treasury administrative fee for fiscal year 2012/2013 is expected to be 8.2 basis points.

TEMPORARY TRANSFERS

The County Treasurer, as required by California Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 11-195, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. Temporary transfers from the Educational Money Market Fund totaled \$35 million and will be repaid by January 31, 2013.

PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS

Under guidelines outlined in the current IPS, the County Treasurer may invest in A or above rated securities issued by municipalities located in the County of Orange. The Investment Pools may invest no more than 5% of pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$161 million invested in Orange County Pool Participants' debt which represents approximately 2.2% of assets. Prior to purchasing any Pool Participant debt, a standardized credit analysis is performed. In December, Moody's Investor Services downgraded the County of Orange 2012 Pension Obligation Bonds to Aa3 from Aa2.

COMPLIANCE SUMMARY

The investment portfolios had no compliance exceptions for the month of December 2012. In December, the Auditor-Controller Internal Audit unit issued their Management Letter on Audit of the Statement of Assets Held by the County Treasury as of December 31, 2011. The management letter contains three control deficiencies primarily related to network access and user security. The County Treasurer has initiated corrective action on these recommendations.

CREDIT UPDATE

The County Treasurer did not make any changes to the approved issuer list in December, but reported that all FDIC-insured issuer debt matured as of December 28, 2012. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

I certify that this report includes all pool and non-pooled investments as of December 31, 2012 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on January 10, 2012. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	DECEMBER 2012	NOVEMBER 2012	INCREASE (DECREASE)	NET CHANGE %	DECEMBER 2011	INCREASE (DECREASE)	NET CHANGE %
Orange County Investment Pool (OCIP)							
End Of Month Market Value ^{1,4}	\$ 3,703,353,420	\$ 3,354,361,755	\$ 348,991,665	10.40%	\$ 3,498,698,635	\$ 204,654,785	5.85%
End Of Month Book Value ⁴	\$ 3,699,653,522	\$ 3,350,427,434	\$ 349,226,088	10.42%	\$ 3,483,346,247	\$ 216,307,275	6.21%
Monthly Average Balance ⁴	\$ 4,001,560,483	\$ 3,214,311,482	\$ 787,249,001	24.49%	\$ 3,933,646,202	\$ 67,914,281	1.73%
Year-To-Date Average Balance	\$ 3,150,074,301	\$ 2,979,777,065	\$ 170,297,236	5.72%	\$ 3,228,548,783	\$ (78,474,482)	-2.43%
Monthly Accrued Earnings ²	\$ 1,112,749	\$ 1,131,171	\$ (18,422)	-1.63%	\$ 1,430,442	\$ (317,694)	-22.21%
Monthly Net Yield ^{2,4}	0.25%	0.35%	-0.10%	-29.10%	0.35%	-0.10%	-29.88%
Year-To-Date Net Yield ²	0.37%	0.40%	-0.03%	-6.92%	0.46%	-0.09%	-19.06%
Annual Estimated Gross Yield ³	0.38%	0.38%	0.00%	0.00%	0.54%	-0.16%	-29.63%
Weighted Average Maturity (WAM) ⁵	250	272	(22)	-8.09%	280	(30)	-10.71%
Orange County Educational Investment Pool (OCEIP)							
End Of Month Market Value ^{1,4}	\$ 3,464,844,518	\$ 2,636,164,331	\$ 828,680,187	31.44%	\$ 3,449,632,576	\$ 15,211,942	0.44%
End Of Month Book Value ⁴	\$ 3,461,822,630	\$ 2,632,968,222	\$ 828,854,408	31.48%	\$ 3,444,398,576	\$ 17,424,054	0.51%
Monthly Average Balance ⁴	\$ 2,947,808,087	\$ 2,534,667,085	\$ 413,141,002	16.30%	\$ 3,001,297,966	\$ (53,489,879)	-1.78%
Year-To-Date Average Balance	\$ 2,813,999,240	\$ 2,787,237,471	\$ 26,761,769	0.96%	\$ 2,925,097,754	\$ (111,098,514)	-3.80%
Monthly Accrued Earnings ²	\$ 1,000,808	\$ 939,600	\$ 61,208	6.51%	\$ 1,265,586	\$ (264,778)	-20.92%
Monthly Net Yield ²	0.32%	0.37%	-0.05%	-13.89%	0.42%	-0.10%	-24.35%
Year-To-Date Net Yield ²	0.36%	0.36%	0.00%	-0.84%	0.45%	-0.09%	-20.68%
Annual Estimated Gross Yield ³	0.38%	0.38%	0.00%	0.00%	0.52%	-0.14%	-26.92%
Weighted Average Maturity (WAM) ⁵	227	285	(58)	-20.35%	242	(15)	-6.20%

¹ Market values provided by Bloomberg and Northern Trust.

² In December 2011, OCIP and OCEIP held higher yielding securities, which over time have matured and were reinvested in lower yielding securities. As a result, the overall earnings and yield have dropped since December 2011.

³ Annual Estimated Gross Yield for December 2011 is reported at the actual annual gross yield for FY 2011-12. During FY 2011-12, the OCIP and OCEIP held higher yielding securities, which over time have matured and were reinvested in lower yielding securities. As a result, the actual yield in OCIP and OCEIP has dropped, and we have adjusted the estimated gross yield for FY 2012-13 accordingly.

⁴ In December 2012, the OCIP and OCEIP fund balances increased primarily due to incoming secured property tax receipts that were deposited and invested in short-term maturities with lower yields. Over 65% of OCIP secured tax receipts were distributed to County agencies and school districts in late December and January.

⁵ In December 2012 WAM in OCIP and OCEIP has decreased as the Extended Fund held longer term maturities in December 2011. In addition, OCEIP WAM decreased in December 2012 as proceeds from the secured property tax receipts were reinvested in short-term maturities.

**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: DECEMBER 31, 2012**

INVESTMENT STATISTICS - By Investment Pool***

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/12	MONTHLY Average Gross Yield	QUARTER Average Gross Yield	Current NAV
COMBINED POOL BALANCES (Includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$	3,703,353,420	250	0.36%		1.00
	COST (Capital) \$	3,704,861,440			0.33%	
	MONTHLY AVG Balance \$	4,001,560,483			0.41%	
	QUARTERLY AVG Balance \$	3,361,922,545				
	BOOK Value \$	3,699,653,522				
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$	3,464,844,518	227	0.37%		1.00
	COST (Capital) \$	3,466,626,756			0.40%	
	MONTHLY AVG Balance \$	2,947,808,087			0.43%	
	QUARTERLY AVG Balance \$	2,753,804,042				
	BOOK Value \$	3,461,822,630				

INVESTMENT STATISTICS - Non Pooled Investments **

DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE	
Specific Investment Funds:			
112, 283, 497, 505, 510, 514, 15B	MARKET Value \$ 56,960,610	Money Market Mutual Funds	\$ 6,013,737
	COST (Capital) \$ 56,994,321	Repurchase Agreement	1,081,500
	MONTHLY AVG Balance \$ 57,039,962	John Wayne Airport Investment Pool	49,784,992
	QUARTERLY AVG Balance \$ 57,046,346	GNMA Mortgage-Backed Securities	114,092
			\$ 56,994,321

MONTH END TOTALS

INVESTMENTS & CASH		FUND ACCOUNTING & SPECIFIC INVESTMENTS	
COUNTY MONEY MARKET FUND (OCMMF)			
County Money Market Fund	\$ 2,027,284,347	County Funds	\$ 3,719,624,084
County Cash	14,762,644	Educational Funds	3,501,666,755
		Specific Investment Funds	56,994,321
EXTENDED FUND			
	3,027,577,093		
EDUCATIONAL MONEY MARKET FUND (OCEMMF)			
Educational Money Market Fund	2,116,626,756		
Educational Cash	40,000		
Educational Investment Pool - Temporary Transfers Receivable	35,000,000		
NON-POOLED INVESTMENTS			
Non Pooled Investments @ Cost	56,994,321		
	\$ 7,278,285,160		\$ 7,278,285,160

KEY POOL STATISTICS

INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
OCMMF - MONTHLY GROSS YIELD	0.15%	OCMMF	46
OCEMMF - MONTHLY GROSS YIELD	0.25%	OCEMMF	55
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	0.31%	JOHN WAYNE AIRPORT WAM	58
OCIP - YTD NET YIELD****	0.37%	LGIP WAM (Standard & Poors)	47
OCEIP - YTD NET YIELD****	0.36%	IMoneyNet PRIME MMF WAM	42
IMoneyNet PRIME MONEY MARKET FUND - MONTHLY AVERAGE NET YIELD	0.06%		
90-DAY T-BILL YIELD - MONTHLY AVERAGE	0.06%		6

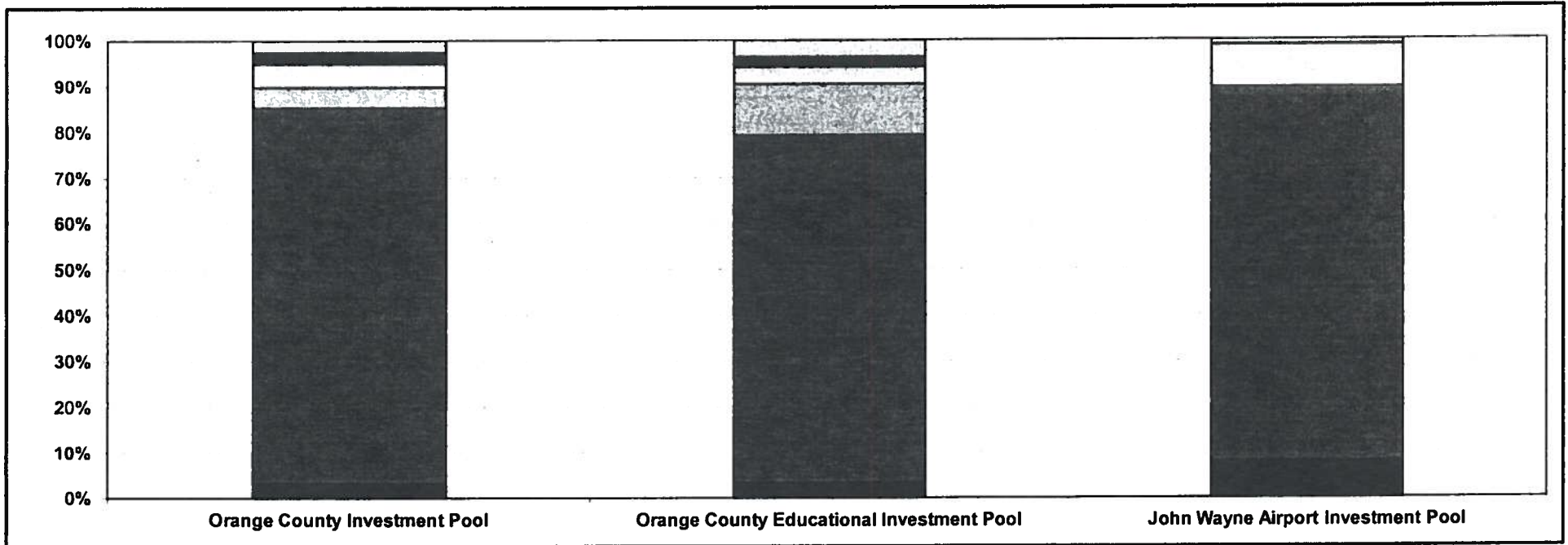
**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: DECEMBER 31, 2012**

INVESTMENT STATISTICS - By Investment Fund*

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/12	MONTHLY Average Gross Yield	QUARTER Average Gross Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 2,026,132,533	46	0.15%			1.00
	COST (Capital) \$ 2,027,284,347			0.15%		
	MONTHLY AVG Balance \$ 2,327,836,212				0.18%	
	QUARTERLY AVG Balance \$ 1,695,311,495					
	BOOK Value \$ 2,025,938,143					
<u>Educational Money Market Fund (OCMMF)</u>	MARKET Value \$ 2,115,131,168	55	0.14%			1.00
	COST (Capital) \$ 2,116,626,756			0.25%		
	MONTHLY AVG Balance \$ 1,597,808,087				0.22%	
	QUARTERLY AVG Balance \$ 1,403,804,042					
	BOOK Value \$ 2,114,930,275					
<u>Extended Fund</u>	MARKET Value \$ 3,026,934,236	495	0.64%			1.00
	COST (Capital) \$ 3,027,577,093			0.57%		
	MONTHLY AVG Balance \$ 3,023,724,271				0.64%	
	QUARTERLY AVG Balance \$ 3,016,611,050					
	BOOK Value \$ 3,020,607,733					
ALLOCATION OF EXTENDED FUND						
<u>Extended Fund</u> <i>OCIP Share</i>	MARKET Value \$ 1,677,220,887	495	0.64%			1.00
	COST (Capital) \$ 1,677,577,093			0.57%		
	MONTHLY AVG Balance \$ 1,673,724,271				0.64%	
	QUARTERLY AVG Balance \$ 1,666,611,050					
	BOOK Value \$ 1,673,715,378					
<i>OCEIP Share</i>	MARKET Value \$ 1,349,713,350	495	0.64%			1.00
	COST (Capital) \$ 1,350,000,000			0.57%		
	MONTHLY AVG Balance \$ 1,350,000,000				0.64%	
	QUARTERLY AVG Balance \$ 1,350,000,000					
	BOOK Value \$ 1,346,892,355					
<i>Modified Duration</i>		1.35				

- * Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.
- ** Specific non pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the inventory listing in Section VII of this report.
- *** The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.
- **** The Net Yield differs from the monthly average yield as it includes the Treasury administration fees.

ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE - By Percentage Holdings
 December 31, 2012



Orange County Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 113,132	3.06%
COMMERCIAL PAPER	9,994	0.27%
U.S. GOVERNMENT AGENCIES	3,036,903	82.00%
MONEY MARKET FUNDS	166,376	4.49%
MEDIUM - TERM NOTES	192,231	5.19%
MUNICIPAL DEBT	87,684	2.37%
U.S. TREASURIES	97,033	2.62%
	<u>\$ 3,703,353</u>	<u>100.00%</u>

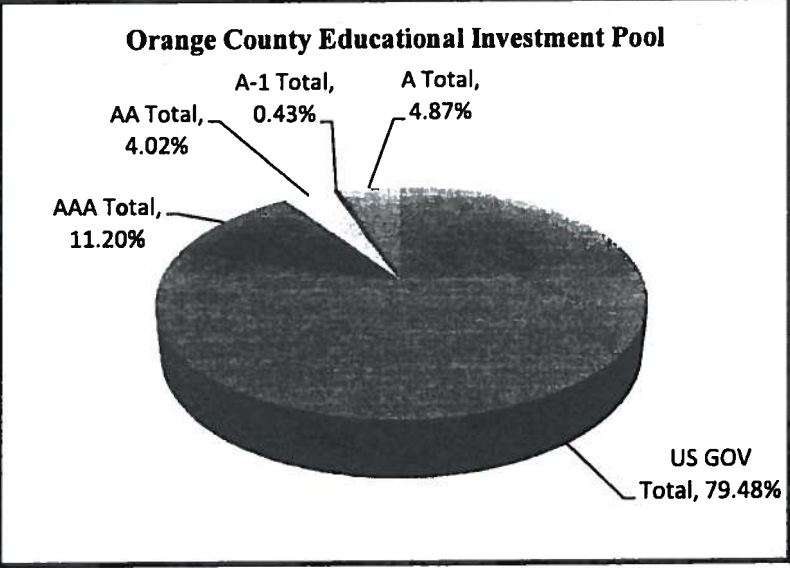
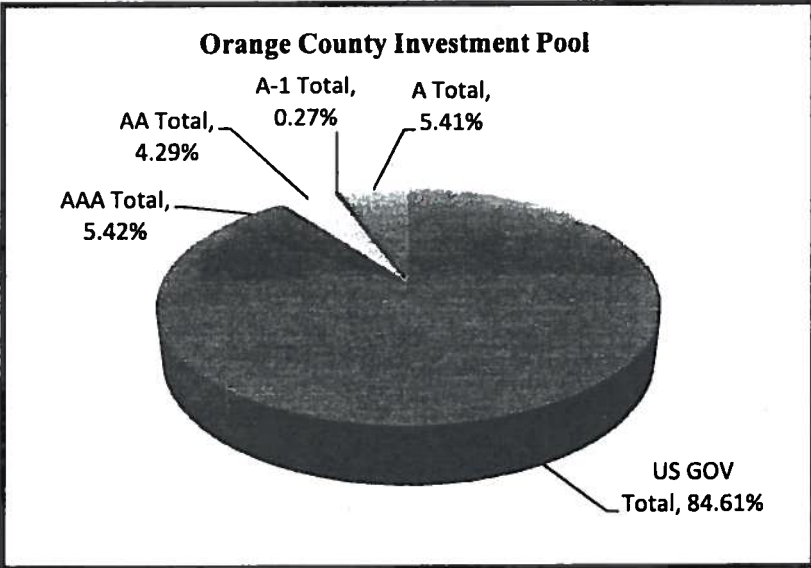
Orange County Educational Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 103,315	2.98%
COMMERCIAL PAPER	14,990	0.43%
U.S. GOVERNMENT AGENCIES	2,625,132	75.76%
MONEY MARKET FUNDS	388,785	11.22%
MEDIUM - TERM NOTES	131,510	3.80%
MUNICIPAL DEBT	73,004	2.11%
U.S. TREASURIES	128,109	3.70%
	<u>\$ 3,464,845</u>	<u>100.00%</u>

John Wayne Airport Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 4,006	8.05%
COMMERCIAL PAPER	-	0.00%
U.S. GOVERNMENT AGENCIES	40,506	81.45%
MONEY MARKET FUNDS	2	0.00%
MEDIUM - TERM NOTES	4,621	9.29%
U.S. TREASURIES	603	1.21%
	<u>\$ 49,738</u>	<u>100.00%</u>

Investment Composition Is In Compliance With The Orange County Treasurer's Investment Policy Statement

Calculated Using Market Value at 12/31/2012

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 December 31, 2012



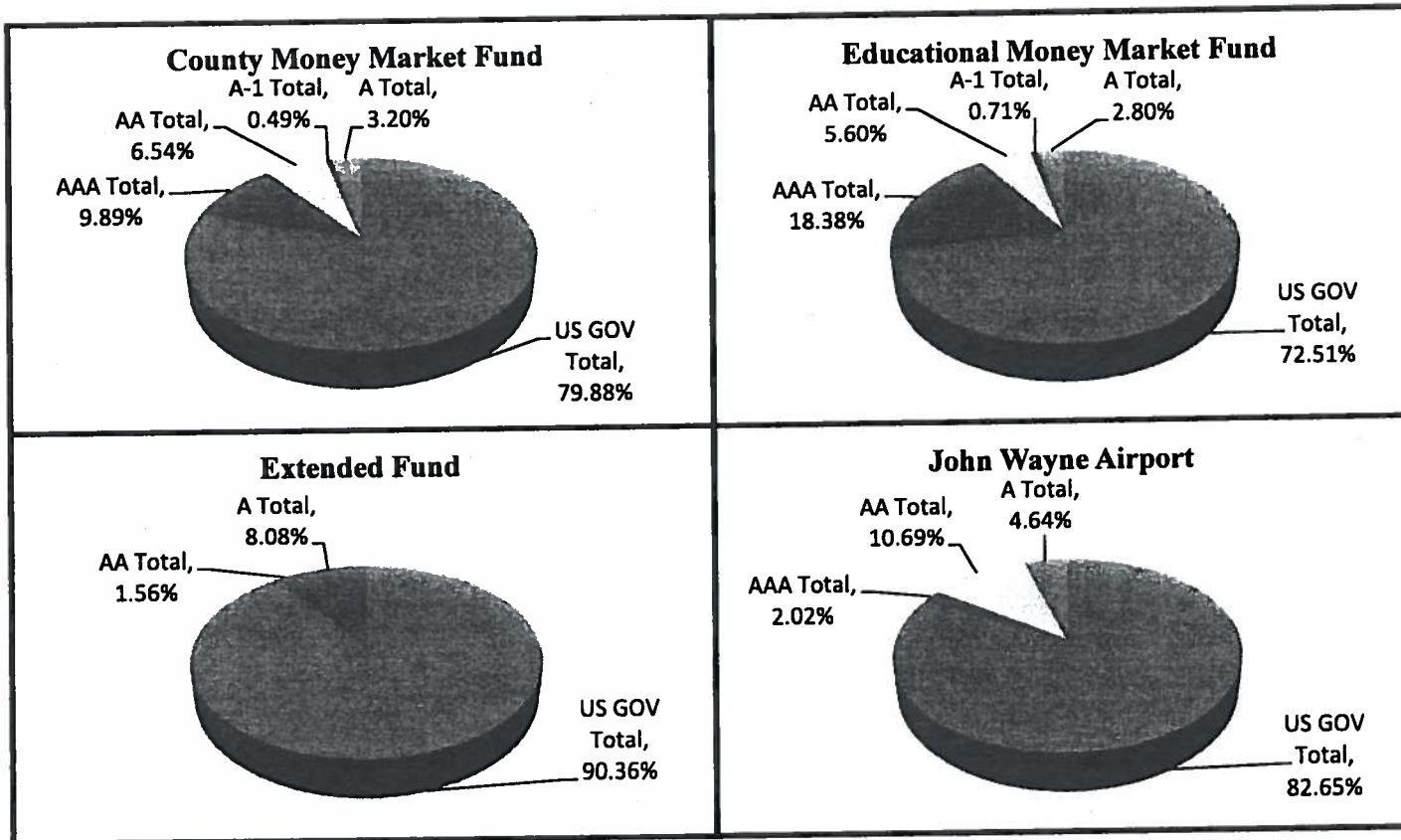
US GOV Includes Agency & Treasury Debt

AA Includes AA+, AA- & AA

A Includes A+,A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 December 31, 2012



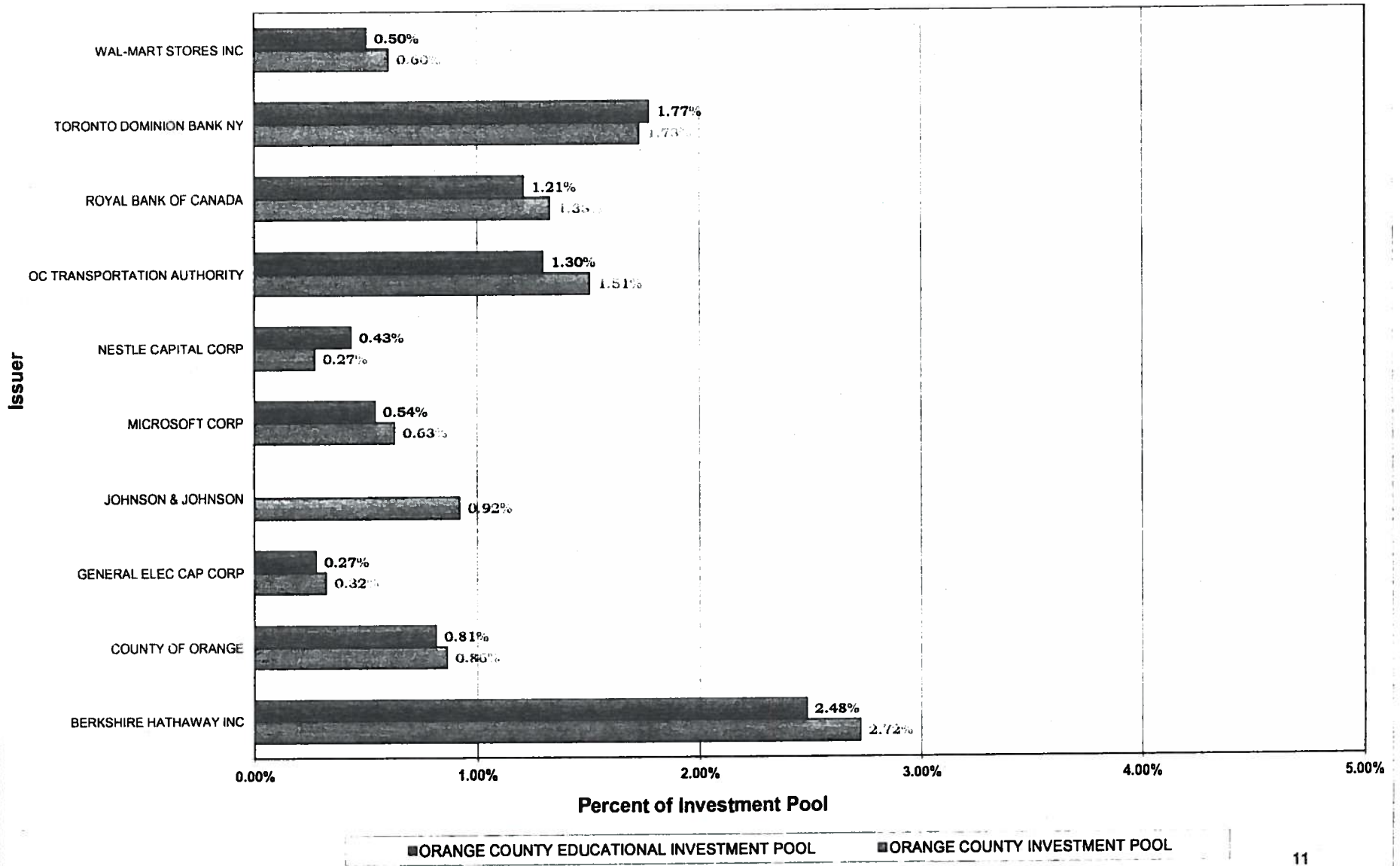
US GOV Includes Agency & Treasury Debt

AA Includes AA+, AA- & AA

A Includes A+, A- & A

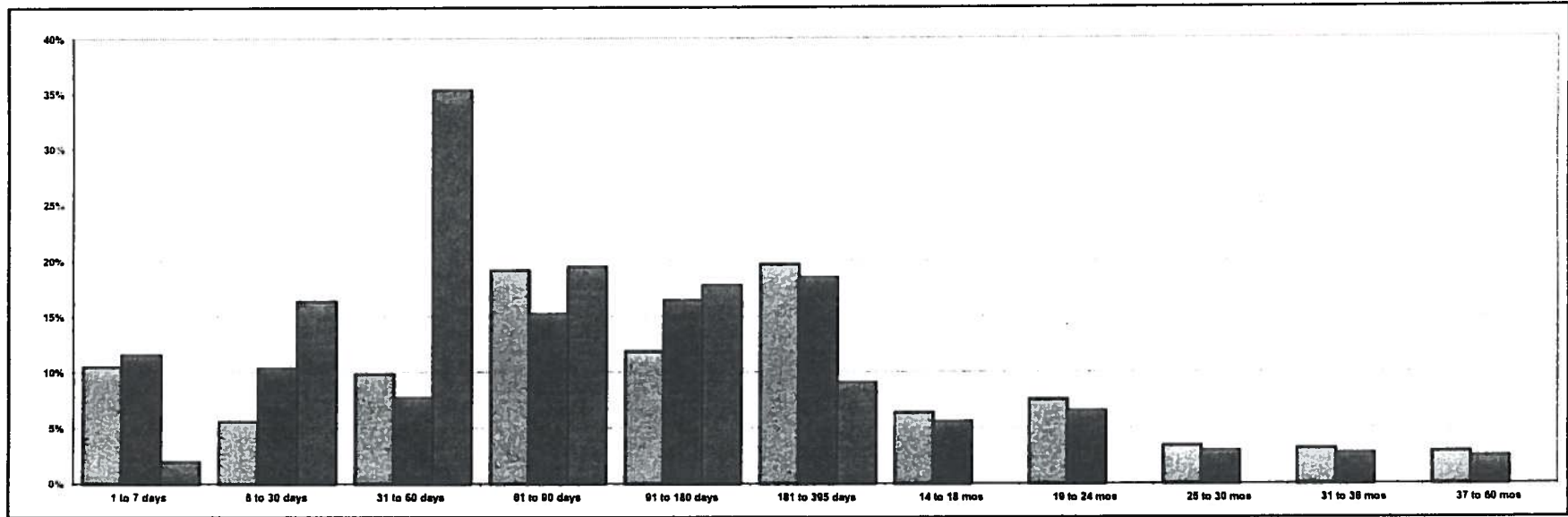
A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

ORANGE COUNTY TREASURER - TAX COLLECTOR
ISSUER CONCENTRATION-By Investment Pool
 December 31, 2012



**ORANGE COUNTY TREASURER - TAX COLLECTOR
MATURITIES DISTRIBUTION**

December 31, 2012



ORANGE COUNTY INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 387,428	10.50%
8 TO 30 DAYS	206,127	5.58%
31 TO 60 DAYS	362,016	9.80%
61 TO 90 DAYS	707,325	19.15%
91 TO 180 DAYS	439,336	11.90%
181 TO 395 DAYS	726,866	19.68%
14 TO 18 MONTHS	233,738	6.33%
19 TO 24 MONTHS	279,379	7.56%
25 TO 30 MONTHS	127,443	3.45%
31 TO 36 MONTHS	117,123	3.17%
37 TO 60 MONTHS	106,525	2.88%
TOTAL	\$ 3,693,306	100.00%

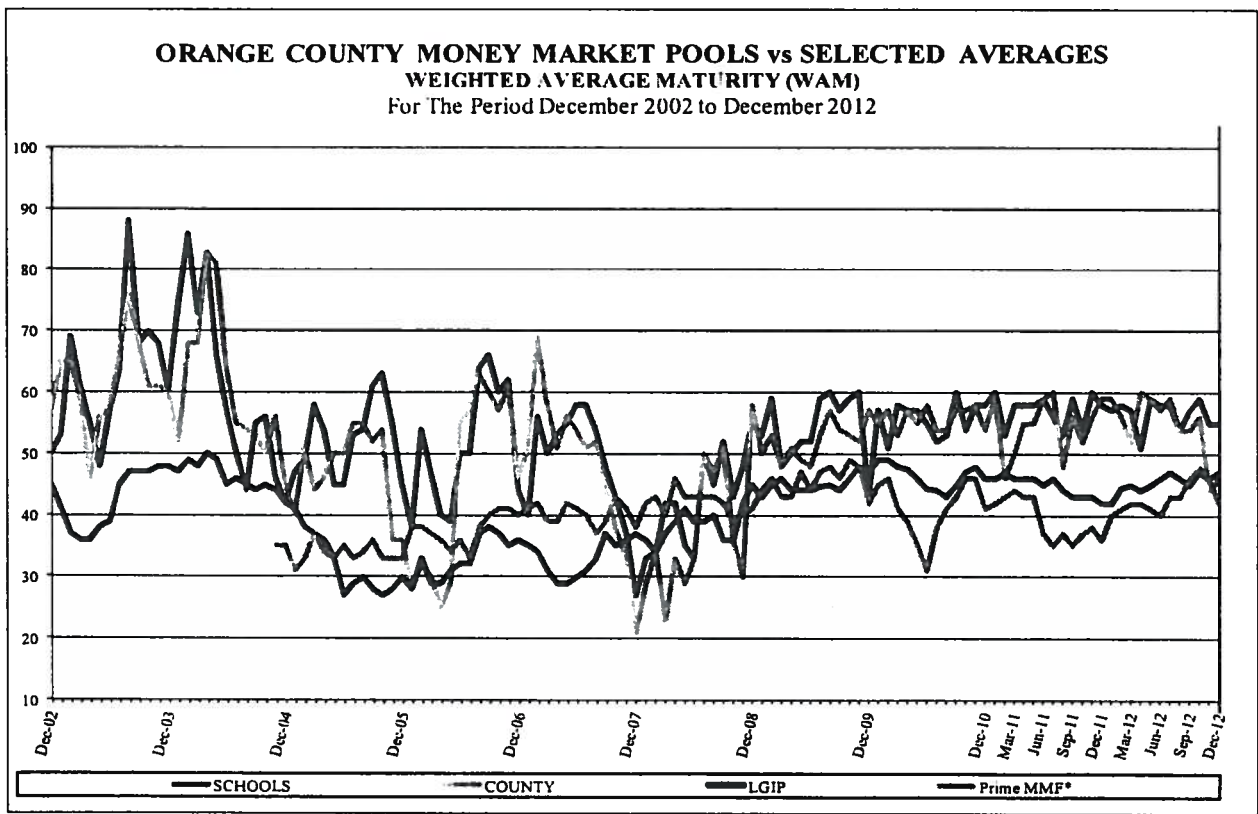
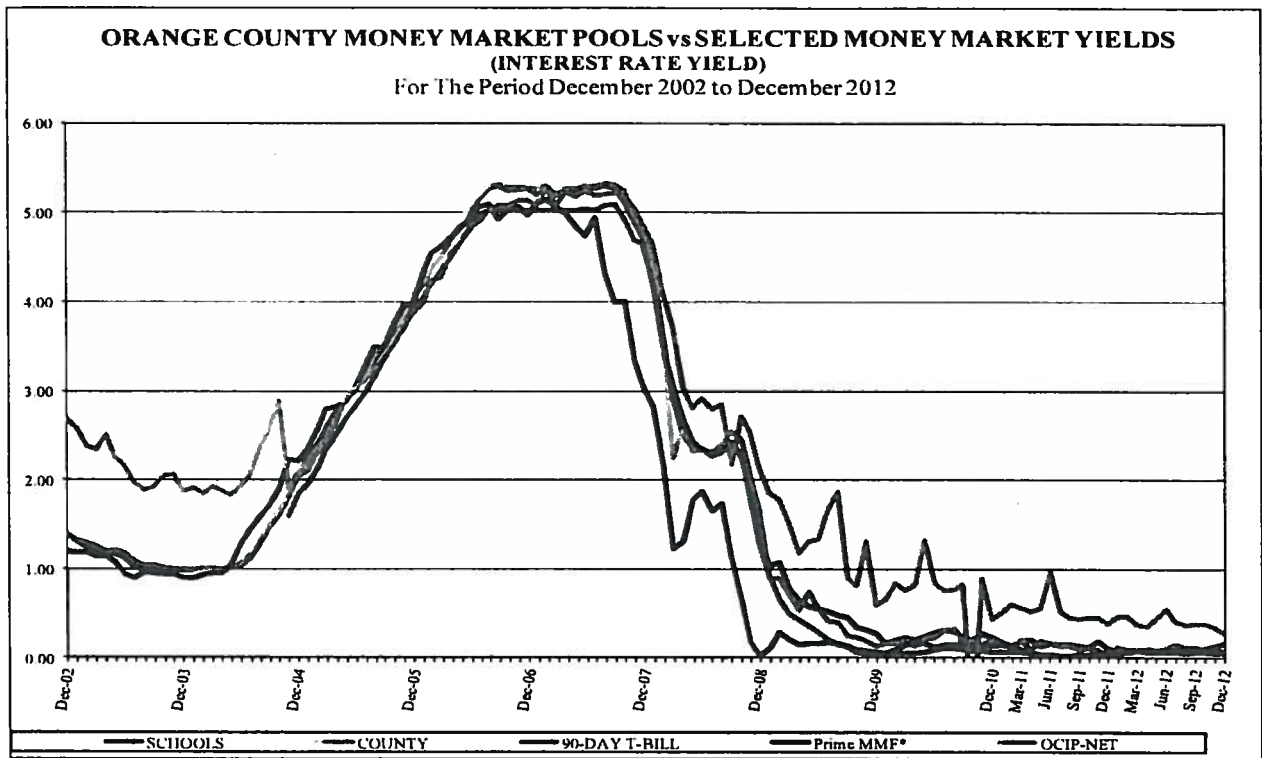
ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 399,933	11.57%
8 TO 30 DAYS	358,921	10.39%
31 TO 60 DAYS	265,077	7.67%
61 TO 90 DAYS	526,113	15.22%
91 TO 180 DAYS	568,078	16.44%
181 TO 395 DAYS	638,648	18.48%
14 TO 18 MONTHS	191,491	5.54%
19 TO 24 MONTHS	224,826	6.51%
25 TO 30 MONTHS	102,557	2.97%
31 TO 36 MONTHS	94,252	2.73%
37 TO 60 MONTHS	85,725	2.48%
TOTAL	\$ 3,455,621	100.00%

JOHN WAYNE AIRPORT INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 1,002	2.01%
8 TO 30 DAYS	8,123	16.37%
31 TO 60 DAYS	17,508	35.28%
61 TO 90 DAYS	9,670	19.48%
91 TO 180 DAYS	8,832	17.80%
181 TO 395 DAYS	4,494	9.06%
TOTAL	\$ 49,629	100.00%

Maturity Limits Are in Compliance With The Orange County Treasurer's Investment Policy Statement

Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date.

At 12/31/2012, Floating Rate Notes comprise 18.51%, 16.30%, and 33.81% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Pool respectively.



•Prime MMF: Rated Money Fund Report Average-Prime Institutional from I-Money Net

•As of December 31, 2012 Prime MMF Yield – 0.06; Prime MMF WAM-42; LGIP WAM –47; 90-Day T-Bill – 0.06

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

January 1, 2012 - December 31, 2012

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
Current Month - December 2012				
County Pool - Money Market Fund	\$ 2,026,132,533	\$ 298,822	0.15%	46
Educational Pool - Money Market Fund	\$ 2,115,131,168	\$ 343,812	0.25%	55
Extended Fund	\$ 3,026,934,236	\$ 1,470,923	0.57%	495
November 2012				
County Pool - Money Market Fund	\$ 1,694,693,385	\$ 236,191	0.19%	44
Educational Pool - Money Market Fund	\$ 1,285,929,260	\$ 213,533	0.22%	55
Extended Fund	\$ 3,009,903,441	\$ 1,621,046	0.65%	505
October 2012				
County Pool - Money Market Fund	\$ 1,239,130,934	\$ 196,530	0.19%	56
Educational Pool - Money Market Fund	\$ 1,235,518,813	\$ 237,143	0.20%	59
Extended Fund	\$ 3,013,746,862	\$ 1,750,758	0.68%	530
September 2012				
County Pool - Money Market Fund	\$ 1,229,772,834	\$ 214,205	0.21%	54
Educational Pool - Money Market Fund	\$ 1,480,321,490	\$ 466,226	0.18%	57
Extended Fund	\$ 3,013,882,683	\$ 1,754,603	0.71%	541
August 2012				
County Pool - Money Market Fund	\$ 1,293,999,505	\$ 206,971	0.20%	54
Educational Pool - Money Market Fund	\$ 1,625,037,760	\$ 242,467	0.18%	54
Extended Fund	\$ 3,011,043,620	\$ 1,800,718	0.70%	580
July 2012				
County Pool - Money Market Fund	\$ 1,252,282,597	\$ 236,503	0.20%	59
Educational Pool - Money Market Fund	\$ 1,626,743,213	\$ 201,553	0.17%	58
Extended Fund	\$ 3,011,832,400	\$ 1,940,911	0.76%	610
June 2012				
County Pool - Money Market Fund	\$ 1,410,996,873	\$ 238,909	0.19%	57
Educational Pool - Money Market Fund	\$ 1,251,825,357	\$ 213,916	0.19%	58
Extended Fund	\$ 3,009,317,151	\$ 2,519,283	1.02%	616
May 2012				
County Pool - Money Market Fund	\$ 1,658,832,465	\$ 267,038	0.17%	59
Educational Pool - Money Market Fund	\$ 1,463,305,781	\$ 243,666	0.17%	59
Extended Fund	\$ 3,006,337,072	\$ 2,313,510	0.91%	629
April 2012				
County Pool - Money Market Fund	\$ 1,919,574,506	\$ 392,642	0.18%	60
Educational Pool - Money Market Fund	\$ 1,995,855,292	\$ 210,488	0.16%	51
Extended Fund	\$ 3,007,055,094	\$ 1,910,490	0.77%	559
March 2012				
County Pool - Money Market Fund	\$ 1,937,115,182	\$ 230,083	0.17%	52
Educational Pool - Money Market Fund	\$ 1,473,651,276	\$ 230,552	0.16%	57
Extended Fund	\$ 2,992,257,094	\$ 1,966,895	0.77%	518
February 2012				
County Pool - Money Market Fund	\$ 1,618,895,973	\$ 215,304	0.17%	56
Educational Pool - Money Market Fund	\$ 1,702,918,932	\$ 231,002	0.15%	58
Extended Fund	\$ 3,002,982,508	\$ 2,328,546	0.98%	551
January 2012				
County Pool - Money Market Fund	\$ 1,580,753,259	\$ 274,588	0.20%	59
Educational Pool - Money Market Fund	\$ 2,013,633,120	\$ 260,880	0.16%	57
Extended Fund	\$ 3,001,297,668	\$ 2,488,620	0.98%	535
Fiscal Year July 1, 2012 - June 30, 2013				
	Average Month End Market Value Balance	Interest Income: YTD	YTD Gross Yield	YTD Average
Orange County Investment Pool	\$ 3,119,810,691	\$ 7,094,653	0.45%	317
Orange County Educational Investment Pool	\$ 2,912,195,432	\$ 6,214,373	0.44%	17 284

**ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING JUNE 30, 2013**

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is relying exclusively on historical activity involving deposits and disbursements and future cash flow projections. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending June 30, 2013, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2012 - Ending Cash				\$ 14,762,644
January	\$ 623,150,666	\$ 358,999,464	\$ 765,576,853	231,335,921
February	445,143,651	398,573,820	344,984,875	730,068,517
March	747,737,844	829,870,332	510,353,155	1,797,323,538
April	304,591,894	1,606,830,826	1,565,565,138	2,143,181,120
May	143,523,373	267,558,142	594,642,758	1,959,619,877
June	166,906,871	298,503,631	465,943,415	1,959,086,964

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2012 - Ending Cash				\$ 40,000
January	\$ 747,599,727	\$ 383,777,789	\$ 697,687,698	433,729,818
February	187,784,216	163,478,039	506,254,576	278,737,497
March	440,147,982	303,852,913	521,766,999	500,971,393
April	303,873,545	941,804,226	612,170,940	1,134,478,224
May	93,635,712	189,231,045	514,489,323	902,855,659
June	54,774,283	227,241,615	495,917,424	688,954,133



JOHN CHIANG

California State Controller

**LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE**

Agency Name RANCHO SANTIAGO COMM COLL DST
Account Number 75-30-010

As of 01/15/2013, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2012.

Earnings Ratio		.00000881899236296
Interest Rate		0.32%
Dollar Day Total	\$	13,793,616.60
Quarter End Principal Balance	\$	149,950.97
Quarterly Interest Earned	\$	121.65

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: February 4, 2013
Re: Approval of Commercial Lease Agreement between Ontario Chamber of Commerce and Rancho Santiago Community College District and its Center for International Trade Development	
Action: Request for Approval	

BACKGROUND

The Center for International Trade Development (CITD) received grant funding from CSU Fullerton under U.S. Small Business Administration's Jobs Act to provide international trade assistance to small, medium-sized companies located in Orange County and the Inland Empire. The grant ends January 31, 2013. The Ontario Chamber of Commerce will provide office space for an international trade consultant to provide consulting services to client firms and to host workshops and seminars.

ANALYSIS

The lease agreement will commence on February 5, 2013 and end on January 31, 2014. The rent is \$360 per month payable on the First day of each month. Funds have been budgeted in Project 1641 to lease space at the Ontario Chamber of Commerce. The rent includes the use of office space to provide one-on-one consulting services, meeting space to conduct seminars and workshops, Wi-Fi, and common areas of the building. It also includes free parking space for the CITD consultant and visitors. . Project Director is Jetza Torres. Project Administrator is Enrique Perez.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with the Ontario Chamber of Commerce and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact: \$4,200.00	Board Date: February 4, 2013
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

COMMERCIAL LEASE AGREEMENT

This Lease is made this 5th day of February, 2013 by and between Ontario Chamber of Commerce (hereinafter "Landlord") and Rancho Santiago Community College District and its Center for International Trade Development (hereinafter "Tenant"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

- 1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises: Use of a shared office and use of the conference room as needed (date must be cleared with Chamber staff prior to use)
- 2. The term of the Lease shall be month to month commencing on February 5, 2013.
- 3. The Tenant shall pay to Landlord as rent \$ 350 per month prior to the rental month.
- 4. This Lease is subject to all present or future mortgages affecting the premises.
- 5. Tenant shall use and occupy the premises only as a place of business subject at all times to the approval of the Landlord.
- 6. The Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of the Landlord.
- 7. The Landlord, at his own expense, shall furnish the following utilities or amenities for the benefit of the Tenant:

- 8. The Tenant, at his own expense, shall furnish the following:

- 9. The Tenant will add the Ontario Chamber of Commerce as additional insured on their insurance policy and provide the Chamber with a copy prior to occupancy.
- 10. The Tenant shall not permit or commit waste to the premises.
- 11. The Tenant shall comply with all rules, regulations, ordinances codes and laws of all governmental authorities having jurisdiction over the premises.
- 12. The Tenant shall not permit or engage in any activity that will effect an increase in the rate of insurance for the Building in which the premises is contained nor shall the Tenant permit or commit any nuisance thereon.
- 13. The Tenant shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Landlord, which consent may not be unreasonably withheld.
- 14. At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.
- 15. Upon default in any term or condition of this Lease, the Landlord shall have the right to undertake any or all other remedies permitted by Law.
- 16. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this _____ day of _____, 2013.

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

Landlord

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

To:	Board of Trustees	Date:	February 4, 2013
Re:	Approval of Consulting Agreement with RBF Consulting – Santa Ana College Perimeter Site Improvements		
Action:	Request for Approval		

BACKGROUND:

The California Regional Water Quality Control Board requires a compliant Storm Water Pollution Prevention Plan (SWPPP) be implemented and monitored throughout the construction of the Perimeter Site Improvements at Santa Ana College. The California Regional Water Quality Control Board has required that the district engage the services of a qualified SWPPP practitioner to monitor the project.

ANALYSIS:

On October 12, 2011, the District sent out a Request for Proposal to three (3) qualified consulting firms for Qualified SWPPP Practitioner Services (QSP) for phase 1 and 2, construction of new Soccer field and re-alignment of College Ave. RBF Consulting was the only firm to submit a proposal for QSP services. The consulting firm was approved by the board at the November 14, 2011, meeting. RBF is currently under contract to perform similar services at the Santa Ana College campus. As part of phase 3, continued QSP services are needed. As a result of their exceptional performance in phase 1 and 2, the district requested a quote for QSP services throughout the next phase of construction.

To assist in meeting the California Regional Water Quality Control board requirements, RBF will provide QSP services to the college. RBF Consulting will provide monitoring of the SWPPP and conduct weekly inspections, pre-storm event, during and post-storm event inspections and quarterly non-storm water inspections and document these per requirements indentified in the Permit. They will prepare rain event action plans and conduct storm event sampling in order to maintain compliance. RBF will identify and explain required corrective actions to ensure that the project is in compliance with the Permit. A proposal for the complete scope of work is attached. The cost is \$21,600.00 work as described and \$600.00 for reimbursable expenses. The total amount for the scope of work is \$22,200.00.

The project is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the proposal with RBF Consulting to provide QSP services as presented.

Fiscal Impact:	\$ 21,000.00 plus \$600.00 in reimbursable expenses	Board Date: February 4, 2013
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	



December 20, 2012

Mr. Alex Oviedo
Construction Supervisor
District Construction & Support Services
Rancho Santiago Community College District

Submitted via email to oviedo_alex@rsccd.edu

Subject: REVISED Proposal to Provide Qualified SWPPP Practitioner (QSP) Services for Santa Ana College Package 3 Project

Dear Mr. Oviedo:

RBF Consulting (RBF) is currently providing QSP services for the RSCCD Santa Ana College Package 1&2 projects. This proposal is for QSP services for the upcoming Package 3 RSCCD Project at Santa Ana College. The original proposal for QSP services was written to cover approximately 18 months of inspection. That period ends in approximately six months. RBF Consulting will perform that QSP inspections for Package 3 in conjunction with Package 1&2 to provide cost savings and efficiency to RSCCD. Please see the attached pages for our estimate to perform this work.

Services to be provided will include:

- QSP services (inspections, weather tracking, reporting)
- Additional assistance as requested

Please see the attached pages for a detailed description of tasks and proposed fees for this project.

We look forward to your review of our proposal, and to discussing any questions with you at your convenience. If you have any questions or require additional information, please contact me at (949) 855-3613 (office), (714) 321-3006 (cell), or e-mail at tanyab@rbf.com.

Sincerely,

A handwritten signature in black ink that reads "Tanya Bilezikjian".

Tanya Bilezikjian, P.E., CPESC, QSD, QSP, TOR
Project Manager
Senior Associate, Stormwater Management
RBF Consulting

A handwritten signature in black ink that reads "Anna Lantin".

Anna Lantin, P.E., CPESC, CPSWQ, QSD
Principal-in-Charge
Vice President, Stormwater Management
RBF Consulting

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618-2027 ■ P.O. Box 57057, Irvine, CA 92619-7057 ■ 949.472.3505 ■ Fax 949.472.8373

Offices located throughout California, Arizona & Nevada ■ www.RBF.com



Scope of Services

Task 4 (task numbering begins using the previous task for this project): QSP Services

RBF Consulting will provide QSP services for the SAC Package 3 project. The SAC Package 3 Project will be Risk Level 1 (the lowest level for traditional construction projects). All QSP services will be conducted by a fully qualified QSP or, as allowed by the permit, by somebody who was trained by the QSP.

QSP services as required by the Construction General Permit for the SAC Package 2 project will include: weekly site inspections, pre/during/post storm BMP inspections, quarterly non-stormwater inspections, weather tracking, SWPPP maintenance, annual reporting, and Notice of Termination.

Summary

The following table provides a summary of the cost estimate:

Task	Deliverable	Cost
1. QSP Services	<ul style="list-style-type: none"> - Ten storm events per year (assumed) - 52 weeks of construction inspections - Annual Report - Notice of Termination 	\$21,000
Reimbursables	Mileage	\$600
	Total	\$21,600

Standard Text

Additional Services:

Services which are not specifically identified herein as services to be performed by RBF or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that RBF perform services which are Additional Services. However, RBF is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Services. In the event RBF performs Additional Services before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at RBF's standard rates, within 30 days of receipt of RBF's invoice.

Exclusions

Consulting services relating to any of the following tasks may be completed by Consultant if negotiated under a separate contract for an additional fee; but are presently specifically excluded from this Agreement:

1. BMP implementation and BMP maintenance;
2. Hazardous wastes;
3. Construction Administration;
4. Construction Staking;
5. Environmental Studies;

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618-2027 ■ P.O. Box 57057, Irvine, CA 92619-7057 ■ 949.472.3505 ■ Fax 949.472.8373

Offices located throughout California, Arizona & Nevada ■ www.RBF.com



6. Site Plan Preparation / Studies;
7. Any other services not specifically set forth in the above Scope of Services.

Client Responsibilities

1. Client shall provide access to the site.
2. Client is to provide any and all indemnification, abatement, disposal or other actions required by local, state or federal law regarding hazardous materials.
3. Client shall pay all governmental fees and costs.
4. Client will require any construction contractors to indemnify Consultant from any and all losses, damages, claims, expenses, including attorneys fees, and costs arising out of the contractor's work, excepting only losses, damages, claims, expenses including attorneys fees, and costs which are caused by the sole negligence or willful misconduct of RBF in performing its services under this agreement. Client will require that the construction contractors add RBF (Consultant) as an additional insured in the comprehensive general liability, auto liability, workers' compensation and builder risk insurance coverage required by Client.

Termination For Cause:

District may direct Service Provider to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. The District may terminate this Agreement for cause based upon the failure of the Service Provider to comply with its terms and/or conditions; provided that the District gives the Service Provider written notice specifying the Service Provider's failure. If within fifteen (15) working days after receipt of such notice, the Service Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Service Provider in default and the Contract shall terminate on the date specified on such notice.

This item was removed from the agenda at the board meeting.

NO. 5.9

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of Change Order #4, 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 #4.

Change Order #4 increases the contract by \$56,403.52. The revised contract amount is \$5,426,188.24. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 5.30% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #4, Bid #1179 for Los Angeles Engineering Inc., Soccer Field and Football Facilities at Santa Ana College as presented.

Fiscal Impact:	\$56,403.52	Board Date: February 4, 2013
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	

<h1 style="margin: 0;">CHANGE ORDER</h1>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: <i>New Soccer Field and Football Facilities</i>		1179	P.O. # <i>P000259</i>
		#04-111928	
Contractor:	<i>Los Angeles Engineering Inc.</i>	Change Order No.	4
Architect:	<i>Westberg-White, Inc.</i>	Date:	<i>January 15, 2013</i>

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	\$216,964.72	
This Change Order	\$56,403.52	
Total Change Orders		\$273,368.24
Revised Contract Amount		\$5,426,188.24
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		June 7, 2013
RSCCD Board Approval Date		February 4, 2013

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

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: *New Soccer Field and Football Facilities*

Bid No. *1179*

P.O. # *P000259*

D.S.A. No.

#04-111928

Contractor: *Los Angeles Engineering Inc.*

Change Order No.

4

Architect: *Westberg-White, Inc.*

Date: *January 15, 2013*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Bundle conduits to be installed adjacent to footing.</p> <p><u>REASON:</u> Move conduits to accommodate footing.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$6,160.13
2.0	<p><u>DESCRIPTION:</u> Install pull box to accommodate existing conduits discovered at N/E corner of Building No. 4.</p> <p><u>REASON:</u> Unforeseen condition.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$1,434.48
3.0	<p><u>DESCRIPTION:</u> Provide additional temporary signage and fencing.</p> <p><u>REASON:</u> Maintain scheduled parking lot #12 & #13 opening.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$2,304.51
4.0	<p><u>DESCRIPTION:</u> Add reinforcing steel at fence posts to match detail on Phase I plans.</p> <p><u>REASON:</u> Facilitate fence post installation.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$6,547.00

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. <i>4</i>	
		Date: <i>January 15, 2013</i>	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<u>DESCRIPTION:</u> Additional over-excavation and backfill required per soil engineer's field directive (walls, pilasters & benches.) <u>REASON:</u> Existing soils conditions are unsatisfactory. <u>REQUESTOR:</u> Soil Engineer <u>TIME EXTENSION:</u> 0 - Calendar days.		\$31,168.87
6.0	<u>DESCRIPTION:</u> Additional over-excavation and backfill required per soil engineer's field directive (Building No. 3 & No. 5 foundations.) <u>REASON:</u> Existing soils conditions are unsatisfactory. <u>REQUESTOR:</u> Soil Engineer <u>TIME EXTENSION:</u> 0 - Calendar days.		\$8,788.53
Sub-Total		\$0.00	\$56,403.52
Total			\$56,403.52

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

To:	Board of Trustees	Date:	February 4, 2013
Re:	Approval of De La Torre Commercial Interiors (DCI) – Santa Ana College Orange County Sheriff’s Regional Training Academy Fire Lane Improvements		
Action:	Request for Approval		

BACKGROUND:

The District solicited pricing to repair damaged sections of fire lane where existing conditions have failed. Contractors were selected from the approved Qualified Contractors list to review scope and provide pricing.

ANALYSIS:

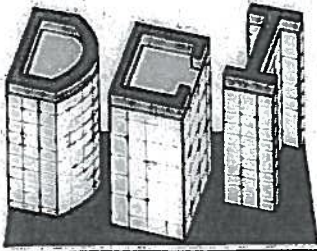
The fire lane was constructed to service heavy equipment access. The original design incorporated a system of interlocking turf pavers. Site conditions deteriorated the interlocking characteristics by lifting separating and exposing the plastic grids. The area has become hazardous; repairs have failed to prevent additional injuries. To correct this condition a plan has been developed to replace the interlocking turf paver system with six (6”) inches of concrete. Three (3) Contractors submitted proposals ranging from \$44,852.00 to \$53,300.00. All proposals matched proposed scope and design criteria. De La Torre Commercial Interiors (DCI) submitted the lowest proposal for the amount of \$44,852.00

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the proposal with De La Torre Commercial Interiors as submitted.

Fiscal Impact:	\$ 44,852.00	Board Date:	February 4, 2013
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		



De La Torre Commercial Interiors, Inc.
General Contractors

134 W Lincoln Ave.
Orange, CA 92865
Phone 714.685.9077
Fax 714.685.9078
www.dclinc.net

License No. 770206

PROPOSAL

Proposal Submitted To: Alex Ovledo

Job Site:

Sheriff's Academy
Concrete Drive

NAME:	RSCCD	STREET:	15991 Armstrong Ave
STREET:	2323 N Broadway	CITY & STATE:	Tustin, CA
CITY, STATE, ZIP:	Santa Ana, CA 92706	DATE:	December 5, 2012
PHONE/FAX:	714.480.7513/ 714.796.3910	PROPOSAL #:	12-2842 Rev 1

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Please see attached sheet for breakdown of work to be completed.

\$44,852.00

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specification submitted for above work and completion in a substantial workmanlike manner for the sum of : **Forty-Four Thousand Eight Hundred Fifty-Two and 00/100's Dollars.**

Price above does not include any alternate work and / or changes which may be accepted.

Respectfully Submitted:

DE LA TORRE COMMERCIAL INTERIORS, INC.

Note: This proposal may be withdrawn by us if not accepted within twenty (20) days.

Terms: Due and payable upon completion.

Exclusions: Plans, Permits and Engineering Fees.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

Printed Name: _____

Breakdown of work to be completed at 15991 Armstrong Ave, Tustin CA

Demolition

- 1) Remove approximately 7000 SF of existing plastic turf racks.
- 2) Remove approximately 7000 SF of existing soil to a depth of 6" and compact sub grade.

Concrete

- 1) Pour approximately 7000 SF of 6" thick concrete drive with 6" X 6" wire mesh.

Clean-up

- 1) Cleaning, Visqueen protection, stocking and dump fees

General Conditions

- 1) Supervision

Subtotal	\$40,774.55
Overhead & Profit	\$4,077.45

Grand Total: **\$44,852.00**

Qualifications:

- 1) All work to be done in a workman like manner according to all city, county and state codes per all plans and specifications.
- 2) All work to be completed during regular working hours unless otherwise noted.
- 3) Owner to provide electricity and water for construction requirements at no cost to De La Torre Commercial Interiors, Inc.
- 4) In the event of litigation to enforce the rights of the parties to this agreement, the prevailing party will be entitled to, in addition to all other appropriate relief reasonable attorneys fees and court costs.

Exclusions:

- 1) Engineering, Drawings, Calcs
- 2) Plan check, Permit fees
- 3) Fire / Life Safety Requirements
- 4) Upgrade to existing utilities.

PROPOSAL

ESTRADA CONSTRUCTION COMPANY
6073 BANNOCK DRIVE
RIVERSIDE, CA 92507
(951) 224-9530 / (951) 224-9430

December 5, 2012

To (Owner):

Alex Oviedo
RSCCD
2323 N. Broadway
Santa Ana, CA 92706

1. General project description:

Sheriff's Academy
15991 Armstrong
Tustin, CA

2. The Contractor hereby proposes to furnish all materials and labor necessary to complete the following work in accordance with the specifications:

Location: Fire Lane

Demolition

1. Remove existing turf tracks.
2. Remove 6" of existing soil.

Concrete

1. Pour 6" of concrete drive with 6/6/10/10 wire mesh reinforcing.

3. The Owner shall make payments to the Contractor according to the following schedule:

	Completed Work	Amount to be Paid*
a.	Upon 100% Completion and Acceptance	\$49,320.00
b.		
c.		
	Total	\$49,320.00

4. All material to be as specified and all work to be completed in a manner consistent with standard industry practice and local building codes. Any change to the above description of work or to the specific materials involving extra costs will be considered a change and will be executed upon written change order. Owner shall maintain property insurance for the project to its full value. The Contractor will provide Workmen's Compensation Insurance as required by state law.

5. This proposal shall be valid for a period of Thirty (30) Days from submission date.

Termination for Cause: District may direct Service Provider to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. The District may terminate this Agreement for cause based upon the failure of the Service Provider to comply with its terms and/or conditions; provided that the District gives the Service Provider written notice specifying the Service Provider's failure. If within fifteen (15) working days after receipt of such notice, the Service Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, the District may, at its option, place the Service Provider in default and the Contract shall terminate on the date specified on such notice.

Proposal submitted December 03, 2012

Estrada Construction Company

The above prices, specifications and other conditions are hereby accepted.

Owner

Date

Don Hansen Enterprises
3619 W. Pendleton
Santa Ana, CA 92704
(714) 231-3284 / (714) 557-8721 Fax
CA Contractor's License #308978

PROPOSAL/CONTRACT

TO: Alex Ovledo **JOB ADDRESS:** Sheriff's Academy
RSCCD 15991 Armstrong Ave
2323 N. Broadway Tustin, CA
Santa Ana, CA 92706

DATE: 12/04/12 **PHONE #** 714-568-4538

Demolition

- 1 Remove all plastic turf tracks at fire lane.
- 2 Remove all soil down to 6" deep.

Concrete

- 1 Place 6" X 6" wire mesh reinforcing at fire lane.
- 2 Form and pour 6" thick concrete drive.

Total: **\$52,300.00**

In the event a lawsuit shall be brought for any breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Submitted by: Don Hansen / Don Hansen Enterprises

Accepted by: _____

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Adoption of Resolution No. 13-01 -- 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. Guy Yocom Construction, Inc. is the completion contractor for 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 13-01 as well as Exhibit A.

Resolution 13-01 and Change Order #8 as outlined, increases the contract by \$5,440.51. The revised contract amount is \$436,382.28. 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 41.70% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 13-01, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$5,440.51	Board Date: February 4, 2013
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	

**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. 13-01

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 adding safety bollards and temporary plywood pathway. 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 \$5,440.51 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 4th day of February, 2013, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Arianna P. Barrios, 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, Lawrence R. Labrado, 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 4th day of February, 2013, 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 4th day of February, 2013.

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. 8

Architect: LPA Inc

Date: January 11, 2013

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	\$122,991.77	
This Change Order	\$5,440.51	
Total Change Orders		\$128,432.28
Revised Contract Amount		\$436,382.28
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		February 4, 2013

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. 8	
		Date: January 11, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Added safety bollards as shown on Southern California Edison plan added in CCD 2R1. <u>REASON:</u> Added Scope <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$1,834.24
2.0	<u>DESCRIPTION:</u> Provide temporary plywood pathway for the Child Development Center from the Parking Lot to accommodate phasing of sidewalk work. <u>REASON:</u> Added Scope <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$3,606.27
Sub-Total		\$0.00	\$5,440.51
Total			\$5,440.51

This item was removed from the agenda at the board meeting.

NO. 5.12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 4, 2013
Re:	Adoption of Resolution No. 13-02 - Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Interpipe Construction, Inc. for Bid #1140, Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 13-02 as well as Exhibit A.

Resolution No 13-02 and Change Order #9 as outlined, increases the contract by \$33,691.19. The revised contract amount is \$1,706,728.35. 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 132.14% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. This resolution has been reviewed by legal counsel, Hugh Lee, and is acceptable.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 13-02, Interpipe Construction, Inc. for Bid #1140, Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$33,691.19	Board Date: February 4, 2013
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	

**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 ATHLETIC/AQUATIC COMPLEX**

RESOLUTION NO. 13-02

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Santiago Canyon College Athletics/Aquatic Complex, (“Project”) to Interpipe Contracting, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including changing mixing valves, adding shut off valves, removing mud and water and installing new storm drain. This item is more fully described in Exhibit “A”;

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost of the Change Order is \$33,691.19 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 4th day of February, 2013, 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 4th day of February, 2013, 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 _____ day of _____, 2013.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

**CHANGE ORDER FOR ADDITIONAL WORK RELATD TO
THE SANTIAGO CANYON COLLEGE ATHLETICS AND AQUATICS COMPLEX**

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No.	1140	P.O. # 10-P0014549
	D.S.A. No.	4-109232	
Contractor: Interpipe Contracting Inc	Change Order No.	9	
Architect: The Austin Company	Date:	January 11, 2013	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$735,190.00
Previous Change Orders	\$937,847.16	
This Change Order	\$33,691.19	
Total Change Orders		\$971,538.35
Revised Contract Amount		\$1,706,728.35
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		February 4, 2013

_____ 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: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No. 1140	P.O. # 10-P0014549
	D.S.A. No. 4-109232	
Contractor: Interpipe Contracting Inc	Change Order No. 9	
Architect: The Austin Company	Date: January 11, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Removal and installation of three mixing valves per request for information 420</p> <p><u>REASON:</u> Original valves not adequately meeting the required water temperature</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$21,634.76
2.0	<p><u>DESCRIPTION:</u> Provide two additional shut off valves to the gas lines for the pool water heater equipment</p> <p><u>REASON:</u> Allow the boilers to be shut off during an emergency</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,555.09
3.0	<p><u>DESCRIPTION:</u> Remove mud and water at north side of building</p> <p><u>REASON:</u> Due to inclement weather (Unforeseen condition)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,681.00
4.0	<p><u>DESCRIPTION:</u> Install new 6" storm drain to new location for manhole at new elevations (Unforeseen Condition)</p> <p><u>REASON:</u> Allow for completion of fire lane road</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$6,820.34
Sub-Total		\$0.00	\$33,691.19
Total			\$33,691.19

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Adoption of Resolution No. 13-03 – Landscaping for the Athletic/Aquatic Complex 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 Athletic/Aquatic Complex 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 13-03 as well as Exhibit A.

Resolution 13-03 and Change Order #2 as outlined, increases the contract by \$11,538.48. The revised contract amount is \$115,378.66. 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 28.20% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 13-03, Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$11,538.48	Board Date: February 4, 2013
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	

**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 ATHLETIC/AQUATIC COMPLEX**

RESOLUTION NO. _____ 13-03 _____

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Athletic/Aquatic Complex 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 necessary on the Project (“Change Order”) including adding sod, replacing plant material and adding extra gravel base 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 \$11,538.48 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 4th of February, 2013, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Arianna P. Barrios, 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, Lawrence R. Labrado, 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 4th day of February, 2013, 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 4th day of February, 2013.

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/AQUATIC 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. 1134	P.O. # 12-P0019621	
	D.S.A. No. 04-109232		
Contractor: Tropical Plaza Nursery	Change Order No. 2		
Architect: The Austin Company	Date: January 11, 2013		

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		\$89,998.00
Previous Change Orders	\$13,842.18	
This Change Order	\$11,538.48	
Total Change Orders		\$25,380.66
Revised Contract Amount		\$115,378.66
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		March 31, 2012
Revised Contract Completion Date		
RSCCD Board Approval Date		February 4, 2013

_____ 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. 1134	P.O. # 12-P0019621
	D.S.A. No. 04-109232	
Contractor: Tropical Plaza Nursery	Change Order No. 2	
Architect: The Austin Company	Date: January 18, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Provide labor and material to install sod at North side of the building</p> <p>REASON: Due to eliminating the sidewalk. ADA path of travel was required</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$730.55
2.0	<p>DESCRIPTION: Provide labor and material to replace existing plant material along the walk of champions</p> <p>REASON: Damage caused by prime trades who will be back charged (Troyer and GYC)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$3,961.54
3.0	<p>DESCRIPTION: Provide labor and material for extra gravel base for the grass pavers at fire lane road</p> <p>REASON: Original soils report made no reference to requirement for extra gravel base for the fire lane road</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$6,846.39
Sub-Total		\$0.00	\$11,538.48
Total			\$11,538.48

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Adoption of Resolution No. 13-04 – Framing and Elevators for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Inland Building Construction Company, Inc. for Bid #1146, framing and elevators for the Athletic/Aquatic Complex 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 13-04 as well as Exhibit A.

Resolution 13-04 and Change Order #6 as outlined, increases the contract by \$14,501.45. The revised contract amount is \$1,207,116.70. Staff was able to negotiate a cost savings of \$1,373.85. 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 11.25% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 13-04, Inland Building Construction Company, Inc. for Bid #1146, for framing and elevators for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$14,501.45	Board Date: February 4, 2013
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	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INLAND
BUILDING CONSTRUCTION COMPANY FOR CERTAIN ADDITIONAL WORK AT
THE SANTIAGO CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

RESOLUTION NO. 13-04

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Athletic/Aquatic Complex at Santiago Canyon College, (“Project”) to Inland Building Construction Company (“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 drywall, painting, providing a generator, and installation of fireproofing 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 \$14,501.45 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 4th of February, 2013, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Arianna P. Barrios, 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, Lawrence R. Labrado, 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 4th day of February, 2013, 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 4th day of February 2013.

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/AQUATIC 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. 1146	P.O. # 10-BP000245
Contractor: Inland Bldg Construction Co	D.S.A. No.	04-109232	
Architect: The Austin Company	Change Order No.	6	
	Date:	January 21, 2013	

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		\$1,085,000.00
Previous Change Orders	\$107,615.25	
This Change Order	\$14,501.45	
Total Change Orders		\$122,116.70
Revised Contract Amount		\$1,207,116.70
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2012
Revised Contract Completion Date		
RSCCD Board Approval Date		February 4, 2013

_____ 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. 1146

P.O. # 10-BP000245

D.S.A. No. 04-109232

Contractor: Inland Bldg Construction Co

Change Order No. 6

Architect: The Austin Company

Date: January 21, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Add additional drywall inside the elevator machine room</p> <p>REASON: Work was requested by the state elevator Inspector</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$336.66
2.0	<p>DESCRIPTION: Additional cost for expedite of floor material for fitness and weight room</p> <p>REASON: Install fitness equipment</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$4,012.16
3.0	<p>DESCRIPTION: Provide labor and material to paint warning stripe at the walk of champions (Original cost submitted \$3,741.66)</p> <p>REASON: Work was required to meet code requirements</p> <p>REQUESTOR: DSA Inspector</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$2,367.81
4.0	<p>DESCRIPTION: Provide generator equipment to provide temporary power to the building</p> <p>REASON: Generator was required due to Southern California Edison not switching over permanent power to the building</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$6,195.20
5.0	<p>DESCRIPTION: Provide labor and material to re-install fireproofing at pool equipment room per field directive #63</p> <p>REASON: Work was required to install heating flues inside the pool equipment room</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,357.29

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. 1146

P.O. # 10-BP000245

D.S.A. No. 04-109232

Contractor: Inland Bldg Construction Co

Change Order No. 6

Architect: The Austin Company

Date: January 21, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
6.0	<p>DESCRIPTION: Provide labor and material to touch up wall at 2nd floor mens and womens restroom</p> <p>REASON: Touch up of walls were required due to alternate paper dispensers installed (Back charge IDEAS)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$232.33
Sub-Total		\$0.00	\$14,501.45
Total			\$14,501.45

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of Change Order #11, Bid #1139 – Electricity for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board awarded a contract to Dynalectric for Bid #1139, electricity 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 #11.

Change Order #11 decreases the contract by \$8,011.00. The revised contract amount is \$3,779,041.78. 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 4.45% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #11, Bid #1139 for Dynalectric, electricity for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$8,011.00	Board Date: February 4, 2013
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	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1139	P.O. # 10-BP000225
Contractor: Dynalectric	D.S.A. No. 04-110212		
Architect: LPA Inc	Change Order No. 11	Date: January 15, 2013	

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		\$3,617,900.00
Previous Change Orders	\$169,152.78	
This Change Order	-\$8,011.00	
Total Change Orders		\$161,141.78
Revised Contract Amount		\$3,779,041.78
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 24, 2011
Revised Contract Completion Date		September 24, 2011
RSCCD Board Approval Date		February 4, 2013

_____ 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. 1139	P.O. # 10-BP000225
Contractor: Dynalectric		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 11	
		Date: January 15, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Deductive change order per CCD 40R1 that deleted cameras, software and hardware from base contract and added conduit and infrastructure for the exterior cameras. <u>REASON:</u> Reduced Scope <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> 0 calendar days	\$46,411.00	
2.0	<u>DESCRIPTION:</u> Labor and materials to provide conduit for four new card readers and associated equipment as directed in CCD #16. <u>REASON:</u> Not in scope <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> 0 calendar days		\$15,141.00
3.0	<u>DESCRIPTION:</u> Labor and materials to provide new fiber lines to replace existing copper, install panels, provide select demo and provide pathways inside buildings for fiber as required in CCD 17 <u>REASON:</u> Not in scope <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> 0 calendar days		\$15,908.00
4.0	<u>DESCRIPTION:</u> Labor and materials to provide 120v power to Sunbelt BAS control panels as shown in RFI H-358. <u>REASON:</u> Not in scope <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> 0 calendar days		\$7,351.00
Sub-Total		\$46,411.00	\$38,400.00
Total			-\$8,011.00

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of Change Order #1, Bid #1142 – Fire Suppression for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010 the Board of Trustees awarded a contract to JPI Development Group, Inc. for Bid #1142, fire suppression for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

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

Change Order #1 increases the contract by \$2,766.03. The revised contract amount is \$117,766.03. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 2.40% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1142 for JPI Development Group, Inc., fire suppression for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$2,766.03	Board Date: February 4, 2013
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	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No.	1142	P.O. # 10-BP000243
	D.S.A. No.	04-109232	
Contractor: JPI Development Group Inc	Change Order No.	1	
Architect: The Austin Company	Date:	January 21, 2013	

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		\$115,000.00
Previous Change Orders	\$0.00	
This Change Order	\$2,766.03	
Total Change Orders		\$2,766.03
Revised Contract Amount		\$117,766.03
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		February 4, 2013

_____ 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
_____ <i>Peter J. Hardash</i> Vice Chancellor, Business Operations/Fiscal Services	_____ Authorized Signature	_____ Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Aquatic & Athletic Center Project at Santiago Canyon College

Bid No. 1142 P.O. # 10-BP000243

D.S.A. No. 04-109232

Contractor: JPI Development Group Inc

Change Order No. 1

Architect: The Austin Company

Date: January 21, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide labor and material to install exterior sprinklers inside the canopies</p> <p><u>REASON:</u> Installation required by the division of state architect (Unforeseen Condition)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,766.03
	Sub-Total	\$0.00	\$2,766.03
	Total		\$2,766.03

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of Change Order #1, Bid #1145 – Casework, Fixtures and Laboratory Equipment for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On May 17, 2010, the Board awarded a contract to K & Z Cabinets for Bid #1145, casework, fixtures and laboratory equipment 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 #1.

Change Order #1 decreases the contract by \$7,900.00. The revised contract amount is \$105,790.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are -6.94% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #1, Bid #1145 for K & Z Cabinets, casework, fixtures and laboratory equipment for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$7,900.00	Board Date: February 4, 2013
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	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1145	P.O. # 10-P0014697
Contractor: K&Z Cabinets Co Inc	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	1	
	Date:	January 11, 2013	

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		\$113,690.00
Previous Change Orders	\$0.00	
This Change Order	-\$7,900.00	
Total Change Orders		-\$7,900.00
Revised Contract Amount		\$105,790.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 12, 2011
Revised Contract Completion Date		October 12, 2011
RSCCD Board Approval Date		February 4, 2013

_____ 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. 1145	P.O. # 10-P0014697
Contractor: K&Z Cabinets Co Inc		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 1	
		Date: January 11, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Credit for 72" wide BMC fume hood not provided by this Contractor. (Fume Hood provided by Mechanical Contractor) <u>REASON:</u> Not required <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS calendar days	\$7,900.00	
Sub-Total		\$7,900.00	\$0.00
Total			-\$7,900.00

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of Change Order #12, 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 #12.

Change Order #12 increases the contract by \$966.12. The revised contract amount is \$2,031,583.30. 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 2.60% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #12, Bid #1146 for Inland Building Construction Co., framing and elevators for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$966.12	Board Date: February 4, 2013
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	

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. 12	Date: January 11, 2013	

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	\$50,617.18	
This Change Order	\$966.12	
Total Change Orders		\$51,583.30
Revised Contract Amount		\$2,031,583.30
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		February 4, 2013

_____ 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
		D.S.A. No.	04-110212
Contractor: Inland Building Construction Co		Change Order No.	11
Architect: LPA Inc		Date:	January 11, 2013
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Reinstall door # 333 with opposite swing to accommodate the swing for ADA issue</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	\$966.12
Sub-Total		\$0.00	\$966.12
Total			\$966.12

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of Change Order #3, Bid #1148 – Flooring for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010 the Board of Trustees awarded a contract to Continental Flooring, Inc. for Bid #1148, flooring for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

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

Change Order #3 increases the contract by \$940.38. The revised contract amount is \$399,171.38. 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 6.31% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #3, Bid #1148 for Continental Flooring, Inc., flooring for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$940.38	Board Date: February 4, 2013
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	

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. 1148	P.O. # 10-P0014661
	D.S.A. No.	04-109232
Contractor: Continental Flooring, Inc	Change Order No.	3
Architect: The Austin Company	Date:	January 18, 2013

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		\$375,448.00
Previous Change Orders	\$22,783.00	
This Change Order	\$940.38	
Total Change Orders		\$23,723.38
Revised Contract Amount		\$399,171.38
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		November 11, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		February 4, 2013

Architect _____ Signature _____ Date _____

Contractor Name _____ Signature _____ Date _____

Construction Manager - Seville Construction Services _____ Signature _____ Date _____

District Inspector _____ Signature _____ Date _____

Darryl A. Odum
Director - District Construction and Support Services _____ Signature _____ Date _____

Assistant Vice Chancellor - Facility Planning _____ Signature _____ Date _____

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services _____ 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. 1148	P.O. # 10-P0014661
		D.S.A. No. 04-109232	
Contractor: Continental Flooring, Inc		Change Order No. 3	
Architect: The Austin Company		Date: January 18, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide labor and material to repair damaged floor tile</p> <p><u>REASON:</u> Damaged tile caused by prime trades working in building. Back charge to trades</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days.</p>		\$464.60
2.0	<p><u>DESCRIPTION:</u> Provide additional vinyl ceramic tile in room 236 requested by the district</p> <p><u>REASON:</u> Floor tile not part of the original contract</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$475.78
Sub-Total		\$0.00	\$940.38
Total			\$940.38

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of Change Order #1, Bid #1191 – Roof for the Maintenance & Operations Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On May 18, 2012, the Board awarded a contract to Letner Roofing for Bid #1191, roof for the Maintenance & Operations Building at Santiago Canyon College.

ANALYSIS

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

Change Order #1 increases the contract by \$2,527.00. The revised contract amount is \$385,027.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 0.66% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #1, Bid #1191 for Letner Roofing, roof for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$2,527.00	Board Date: February 4, 2013
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	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College M&O Roof Project	Bid No. 1191	P.O. # 12-P0023015
Contractor: Letner Roofing Co	D.S.A. No. 04-108423		
Architect: LPA Architects	Change Order No. 1	Date: January 18, 2013	

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		\$382,500.00
Previous Change Orders	\$0.00	
This Change Order	\$2,527.00	
Total Change Orders		\$2,527.00
Revised Contract Amount		\$385,027.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 11, 2013
Revised Contract Completion Date		
RSCCD Board Approval Date		February 4, 2013

_____ 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: Santiago Canyon College M&O Roof Project	Bid No. 1191	P.O. # 12-P0023015
	D.S.A. No. 04-108423	
Contractor: Letner Roofing Co	Change Order No. 1	
Architect: LPA Architects	Date: January 18, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Provide labor and material to install a piece of 24 gage galvanized sheet metal</p> <p>REASON: Sheet metal was required to make a solid connection at the roof and soffit at the north side of the building</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$2,527.00
Sub-Total		\$0.00	\$2,527.00
Total			\$2,527.00

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

To: Board of Trustees	Date: February 4, 2013
Re: Approval of Butte-Glenn Institution Participation Agreement for OpenCCCApply	
Action: Request for Approval	

BACKGROUND

Since 2007, Santa Ana College and Santiago Canyon College have participated in the California Community College common application provided by the company XAP.

ANALYSIS

Through a bid process, the California Community Colleges Technology Center awarded the services to develop, maintain, and host helpdesk services for the California Community College common admissions application. This includes the standard admission application, BOG application, and a Spanish application is currently under development.

The Information Technology Services department will work with both college Admissions departments to implement by July 1, 2013, and will realize a savings of approximately \$13,500 per year.

RECOMMENDATION

It is recommended that the Board of Trustees approve Butte-Glenn Institution Participation Agreement for the OpenCCCApply system as presented.

Fiscal Impact: \$15,000	Board Date: February 4, 2013
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	



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

INSTITUTION PARTICIPATION AGREEMENT
OPENCCCAPPLY

This Institution Participation Agreement ("Agreement") is made and entered into by and between the Butte-Glenn Community College District, ("District"), on behalf of the California Community Colleges Technology Center, ("CCCTC"), acting as fiscal agent on behalf of the California Community Colleges Chancellor's Office, ("CCCCO") and Rancho Santiago CCD, which in the instance consists of Santiago Canyon and Santa Ana Colleges, ("Institution").

WHEREAS, CCCTC operates an online electronic admission application system for the California Community Colleges ("CCC") known as CCCApply and the CCC federated student account system, known as OpenCCC, collectively both systems are referred to as OpenCCCApPLY ("System").

WHEREAS, Institution desires to participate in the System.

The parties agree as follows:

1. CCCTC operates the System for CCC colleges and districts. The System presents an electronic online common admission application ("Common Application") for California Community Colleges participating in the System, which CCCTC will maintain and update.

CCCTC may provide additional electronic online applications ("Additional Applications") that are available for use in connection with the System by CCC colleges and districts, as set forth in the terms of this Agreement. The Common Application and Additional Applications are referred to herein collectively as the "Selected Applications."

2. CCCTC shall maintain and update the Selected Applications, maintain the supplemental application building utility, and operate and maintain the System in accordance with the professional standards of the software and application service provider industries.

CCCTC will provide System User support:

- 1) Frequently Asked Questions maintained on the System available to all System Users, as that term is defined in Section 7 of this Agreement.
 - 2) CCCTC's customer support staff will respond to inquiries submitted by electronic mail. CCCTC will utilize its best efforts to respond to email received prior to 3:00 PM, Pacific Time, on a day CCCTC is open for business during the same day it is received and to respond to email received after 3:00 PM or on holidays, weekends or other non-business days during the next business day following the day of receipt.
 - 3) CCCTC will provide a toll-free telephone number for customer support calls. Customer support representatives shall be available to answer calls, at a minimum, on business days during the hours from 6:30 AM to 11:30 PM, Pacific Time.
 - 4) CCCTC will assign a client services manager ("Client Services Manager") to serve as the single point of contact for the Institution. The Client Services Manager will answer questions, provide training and otherwise assist the Institution in its understanding of, integration into, and use of the System.
3. The Institution, Santiago Canyon and Santa Ana Colleges, shall pay to District annual fees in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) for the annual operation and maintenance of the System.

In the event the Institution participates in the System for only a portion of an operation and maintenance annual period, defined as the academic year (July-June), the price for operation and maintenance during that portion of the period shall be pro rated on a linear basis for such period either through invoicing of a reduced amount or refund of amounts previously paid, based on a year composed of twelve (12) months of thirty (30) days each. The fee for operation and maintenance shall be paid on an annual basis With respect

to each annual period (or a portion thereof) ending on a June 30, CCCTC shall invoice the Institution following the commencement of such period, with payment due thirty (30) days after the date of the invoice.

4. The term of this Agreement shall commence upon the date of final signature ("Effective Date") and shall continue through June 30, 2015.

Either party to this Agreement may terminate this Agreement by notice to other party by giving ninety (90) days written notice of termination. Upon termination, the Institution shall pay District for operation and maintenance through the date of termination, but such payment shall not affect the right of the party terminating this Agreement to seek damages for breach of contract, if applicable. The provisions of Sections 9 and 10 of this Agreement shall survive termination and remain binding on the parties and enforceable against them in accordance with the terms thereof.

5. The Institution shall accept and process each of the Selected Applications maintained on the System as an official application for the purpose for which it is being submitted. The Institution shall establish and maintain one or more Links from its website to the System.
6. The Institution shall at regular intervals no less frequent than semi-annually review the information regarding the Institution maintained on the System and to the extent necessary, update such information in order to keep it accurate.
7. CCCTC and the Institution shall treat the data entered into the System by members of the public who access the System ("System Users") in accordance with (i) each System User's expressed directions, and (ii) all applicable laws governing the privacy of such information. System Users providing data over the System in connection with a Selected Application will not be presented any offers to utilize other services while completing, reviewing or submitting such Selected Application unless these offers have been explicitly approved by the CCCCCO. Should the CCCCCO desire to make data entered into the System transferable directly from the System to other student services systems designed, developed, operated or maintained by CCCCCO or CCCCCO funded grant projects, CCCTC may be permitted to facilitate such transfer under arrangements established with the CCCCCO. System Users who independently logon to other student services systems designed, developed, operated or maintained by CCCTC may be able on such other systems to utilize data initially entered on the System provided they employ the usernames and passwords associated with the account employed when the data was entered.

The Office of Civil Rights of the United States Department of Justice has determined that Admissions and Records personnel at the California Community Colleges can neither view nor have access to certain sensitive data about applicants until after the admission action with respect to such applicants is taken. At the present time, these sensitive fields are (i) marital status, birth date, gender, race, and ethnicity, and (ii) Disabled Student Programs and Services (DSPS) data from the Needs and Interests screen. In addition, the Office of Civil Rights has specified that only DSPS personnel can have access to DSPS data. To implement the solution approved by the Office of Civil Rights, CCCTC will set up Control Center accounts for designated individuals at the Institution. Full access privileges will be provided to a "Data Center Account Holder" who will be designated by an authorized representative of the Institution in a written notice to CCCTC. The Data Center Account Holder account privileges will enable the Data Center Account Holder to view and download all fields in Selected Applications to the Institution and to determine what fields can be viewed or downloaded by the other Institution account holders. The Institution will cause the Data Center Account Holder to set up the projects for download and viewing for the other account holders at the Institution so that (i) account holders in the Admissions and Records offices will not have access to the sensitive fields until after the applicant is admitted and then may have access only to marital status, birth date, gender, race, and ethnicity, and (ii) only account holders who are DSPS personnel will have access to DSPS data.

If the Institution fails to cause its Data Center Account Holder to act in accordance with the foregoing provisions regarding access to sensitive data the Institution may be cited by the Steering Committee for CCCAPPLY and may also be reported by the Steering Committee for CCCAPPLY to the CCC Chancellor's Office for appropriate action by the Chancellor's Office. If the Institution is directed by the Steering

Committee or the Chancellor's Office to comply with said provisions regarding access to sensitive data but fails to comply within thirty (30) days of the issuance of the direction, the Institution's participation in the System may be terminated by the Chancellor's Office. Upon termination of its participation in the System the Institution agrees that upon the request of the Chancellor's Office, the Institution will destroy all personally identifiable data received through CCCAPPLY in whatever form, including electronic, such data is then held by the Institution.

8. The information, ideas, concepts, content, know-how, technologies and other intellectual property developed by CCCTC and utilized in connection with the creation of the Selected Applications and all other aspects of the design, development, operation and maintenance of the System including but not limited to the source code, object code (software code), data processing, original artwork, graphic design, trademarks and the specialized tools utilized to develop and maintain the software utilized in connection with the System, shall under all circumstances be and remain the sole property of CCCCCO. The Institution is not authorized for any reason whatsoever to perform reverse engineering of such software by any means, including disassembly, decomposition, or any other means or mechanism, and the Institution agrees not to engage, directly or indirectly, in any such reverse engineering. Nothing herein shall preclude the Institution from acquiring and using any such information, ideas, concepts, content, know-how, technologies or other intellectual property from publicly available sources or through private arrangements with the owners thereof.

District shall indemnify and defend the Institution from any and all claims of infringement or violation through operation of the System and any other activities conducted by CCCTC pursuant to this Agreement of the rights of any holder of copyright, trademark, or patent interests and rights in any products provided or used by CCCTC in the performance of this Agreement. District shall have no such obligation to indemnify and defend with respect to any claim unless the Institution (i) promptly notifies District/CCCTC of such claim in writing, (ii) tenders control of the defense of such claim to District/CCCTC, and (iii) provides District/CCCTC with such cooperation and assistance as District/CCCTC may reasonably request. District shall not settle any such claim under terms that impose any obligation upon the Institution without the prior written consent of the Institution, which consent shall not be unreasonably withheld.

9. The information, data, content and other intellectual property provided by the Institution and utilized in connection with the design, development, operation and maintenance of the System shall under all circumstances be and remain the property of the Institution. Nothing herein shall preclude CCCCCO/CCCTC from acquiring and using any such information, data, content or other intellectual property from publicly available sources or through private arrangements with the owners thereof.
10. Institution shall defend, indemnify and hold District, CCCCCO, CCCTC, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institution, its officers, employees or agents with respect to this Agreement.

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

11. In performance of this Agreement District, CCCTC and any officer, employee, subcontractor or agent of the District or CCCTC shall neither be or be deemed to be employees or agents of the Institution nor considered to be entitled to any benefits provided to employees of the Institution. Neither the District nor CCCTC shall have the right or authority to enter into agreements on behalf of, or otherwise bind the Institution. The Institution shall have no right or authority to enter into agreements on behalf of or otherwise bind the District or CCCTC.

12. The parties agree to comply with all applicable national, state and local laws and regulations in the performance of their obligations under this Agreement including, but not limited to the observance of all laws and regulations relating to the privacy of information provided by System Users.
13. Failure by either party at any time to enforce any obligation of the other party, to claim a breach of any term of this Agreement or to exercise any right or power arising hereunder will not be construed as a waiver of that or any other obligation, breach, right or power and, in particular, will not affect any subsequent breach and will not prejudice either party with regard to any subsequent action.
14. Each of the parties represents, respectively, that (i) it has all requisite power, authority and capacity to enter this Agreement and to perform its obligations hereunder; (ii) the execution and delivery of this Agreement by such party and the consummation of the transactions contemplated hereby by such party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; (iii) this Agreement constitutes a valid, legally binding agreement of such party, enforceable against such party in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement by such party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated hereby will not violate, conflict with, result in a breach of or constitute a default under its charter instrument, by-laws, or any instrument or agreement to which it is a party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree order ruling or regulation applicable to it.
15. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue shall be in Butte County.
16. This Agreement constitutes the entire agreement and understanding between District, CCCTC and the Institution with respect to the subject matter hereof and supersedes any and all prior oral or written communications or contemporaneous oral communications with respect to the subject matter herein.
17. Any notice or other communication required under this Agreement shall be given in writing and shall be deemed given when actually delivered one (1) business day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) business days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with any postage or other delivery charges prepaid, addressed as follows:

If to District/CCCTC:
 Butte-Glenn Community College District

 3536 Butte Campus Drive
 Oroville, CA 95965
 Attn: Cindy McCartney

If to Institution
 Rancho Santiago CCD

 2323 N. Broadway
 Santa Ana, CA 92706
 Attn: Sylvia LeTourneau

18. In the event that any one or more of any of the provisions of this Agreement shall for any reason be declared unenforceable, such provision shall, if possible, be deemed modified to the minimum extent necessary in order for it to be enforceable. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.
19. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
20. All rights obligations covenants and agreements of the parties contained in this Agreement shall except as otherwise provided herein be binding upon and inure to the benefit of the parties respective successors and assigns.
21. The terms "herein," "hereof," and similar internal references refer to this Agreement as a whole and except as specifically stated to the contrary, not to any particular section or portion of this Agreement. As used

herein, the singular includes the plural and *vice versa*; and each gender of pronouns shall be deemed to include the others.

- 22. Each of the parties hereto acknowledges that the form of this Agreement was negotiated by District/CCCTC, representing the interests of the CCCCCO and their respective counsel that the use of this form of Agreement is mandated by District; and that CCCCCO, District, CCCTC and their respective counsel have been involved in and are chargeable with the drafting of this Agreement. Accordingly, this Agreement shall be interpreted based on the language contained herein and any relevant facts and circumstances other than those relating to the drafting of this Agreement or specific portions hereof. No rule of contract interpretation or construction that resolves uncertainties against the party drafting particular language shall apply to the interpretation of this Agreement or any dispute hereunder.
- 23. The District, CCCTC and CCCCCO shall not be liable under this Agreement for any special, incidental, consequential or exemplary damages, including damages for loss of use or loss of or damage to data or information of any kind, arising out of or in connection with this Agreement. In no event will the liability of District/CCCTC for any claim relating to this Agreement, whether in contract, tort or any other theory of liability, exceed the amounts paid by the Institution to District hereunder.
- 24. The parties to this Agreement acknowledge that they have read and understood this Agreement completely, and will fully comply with all terms and conditions of this Agreement set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified with their signatures below.

DISTRICT

By: _____
(Signature of person authorized to execute Agreement.)
Name: Andrew B. Suleski
Title: Vice President for Administration
Date: _____

INSTITUTION

By: _____
(Signature of person authorized to execute Agreement.)
Name: _____
Title: _____
Address: _____
Phone No.: _____
Date: _____

Recommended By:

Signature: _____
Name: Tim Calhoon
Title: Director, CCC Technology Center
Phone No.: (530) 879-4091
Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services/Child Development Services

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of Contract with The Great American Lunch Box	
Action:	Request for Approval	

BACKGROUND

The location change of the Child Development Center at the Orange Education Center and the loss of a kitchen will require vended meal service. Food service to the children is required by the California Department of Education. The Great American Lunch Box is currently Orange County's largest provider of private school hot lunches serving over six thousand children at more than thirty schools. They have provided meal service for us in the past.

ANALYSIS

The proposed contract will provide meal service for the children enrolled at the site. The term of the contract is February 6, 2013 through June 30, 2013.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor, or designee, to execute the contract with the Great American Lunch Box to provide food services for children enrolled at the Orange Education Center, Child Development Center now housed at Fletcher Elementary School, 515 W. Fletcher, Orange, CA

Fiscal Impact:	\$35,265.00	Board Date: February 4, 2013
Item Prepared by:	Dee Tucker, Executive Director, Child Development Services	
Item Submitted by:	Enrique Perez, Assistant Vice Chancellor, Educational Services John Didion, Executive Vice Chancellor, Human Resources and Educational Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHILD AND ADULT CARE FOOD PROGRAM INSTRUCTIONS FOR USE STANDARD FOOD SERVICE VENDING AGREEMENT (DELIVERY)

The attached sample is a *Standard Agreement To Furnish Food Service* in the Child and Adult Care Food Program (CACFP); it can be used when an agency (or center) contracts with a food service vendor for meals that will be claimed for reimbursement under the CACFP. This agreement can be used when you contract with a school or other authorized public entity for the purchase of meals. If you contract with a commercial vendor or non-public agency, this agreement may be used **only** if the annual aggregate value of your food service contract is less than the limits specified below. If the annual aggregate value of the food service contract is over the limits identified below, formal contracting procedures, as outlined in Title 7 Code of Federal Regulations, Part 226.22, **are required**.

Public and Private Agencies: For purchases of meals, food, supplies, equipment, and other goods and services with an aggregate cost over \$100,000 in a fiscal year, you must follow formal bid procedures. Small purchase procedures are allowed only if the aggregate cost is less than \$100,000.

The agreement must be signed by both the agency and the vendor. This agreement contains the requirements outlined in the Code of Federal Regulations. **No deletions of clauses or items will be allowed without the approval of the Nutrition Services Division.** The *Schedule B – Meal Pattern for Older Children* is a required part of the agreement. Additional clauses may be added to bring the agreement into conformance with applicable State or local laws governing your agency. And, if approved by the Nutrition Services Division, additional clauses may be added by either the agency or the vendor.

If you are a public agency, you can use your customary form of contract **if that form incorporates all of the provisions set forth in Sec. 226.6(i) of the Code of Federal Regulations.** A request to use your customary form must be submitted in writing to the Nutrition Services Division prior to the execution of the contract.

An agreement is valid for one year only. A new agreement must be executed annually. Submit a photocopy of each annual agreement to the CACFP for review **prior** to beginning program operations covered under the agreement. Copies of the completed agreement and all amendments must be retained by both the agency and the vendor. If only one original agreement is signed, we recommend that you retain it in your files.

If you have any questions regarding the use of this agreement or need clarification of the regulatory requirements for contracting, please call the Nutrition Services Division at (916) 445-0850 or toll free at (800) 952-5609.

VENDOR #:
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

THIS ENTERED INTO ON THIS FIRST DAY OF JANUARY 22, 2013 BY
MONTH YEAR

AND BETWEEN RANCHO SANTIAGO CCD 2323 N. BROADWAY, SANTA ANA 92706, HEREINAFTER REFERRED TO AS THE
NAME OF AGENCY

AGENCY, AND THE GREAT AMERICAN LUNCH BOX HEREINAFTER REFERRED TO AS THE
NAME OF FOOD SERVICE MANAGEMENT COMPANY
VENDOR.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) FOR ENROLLED PARTICIPATING ADULTS; AND

WHEREAS, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

WHEREAS, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

THEREFORE, BOTH PARTIES HERETO AGREE AS FOLLOWS:

THE VENDOR AGREES TO:

ORANGE CHILD DEVELOPMENT CENTER/RSCCD

1. PREPARE THE MEALS (INCLUSIVE) OF MILK FOR _____
NAME OF SITE

DELIVERY TO THE AGENCY AT 515 W. FLETCHER, ORANGE, CA 92865 BY 1:00-1:30
ADDRESS OF SITE TIME

EACH WEEKDAY (AS REQUIRED), IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND
* WEEKDAY OR AS APPROPRIATE

AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	<u>\$ 1.50</u>	EACH	LUNCH	<u>\$ 2.64</u>	EACH
SUPPLEMENT/SNACK	<u>N/A</u>	EACH	SUPPER	<u>N/A</u>	EACH

2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

* Negotiable time frame but should be no longer than 24 hours.

*****ADDITIONAL COST(S):**

Upon request by the Agency, the Vendor agrees to supply the following paper goods/supplies at the below listed prices.

Case 6" Foam Bowl (1000 ct.)	\$ 29.15
Case 9" Plate (500 ct.)	\$ 16.20
Case Spork Utensil Kit/straw (1000 ct.)	\$ 15.75
Case 6 oz. Foam Cup (1000 ct.)	\$ 17.35

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

VENDOR #:

AGREEMENT #:

3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST * 10 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.
4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN (ATTACHED) WHICH IS EXCERPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226.20.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.

* Negotiable time frame but should be no longer than 24 hours.

8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN * 24 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE * 10TH DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED, OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT CACFP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE CERTIFIED PUBLIC ACCOUNTANT HIRED BY THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

VENDOR #:

AGREEMENT #:

STANDARD AGREEMENT TO FURNISH FOOD SERVICE BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY AND A FOOD SERVICE VENDOR

THE VENDOR CERTIFIES:

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

THE AGENCY AGREES TO:

1. REQUEST BY TELEPHONE NO LATER THAN 3:00 PM FRIDAY AN ACCURATE NUMBER OF
TIME OF DAY AND DAY OF WEEK
MEALS TO BE DELIVERED TO THE AGENCY ON EACH FORTHCOMING WEEK. NOTIFY THE
WEEKDAY OR AS APPROPRIATE
VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN * 72 HOURS OF
THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY
OF THE AGENCY.
2. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH
SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL
VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR
THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF
THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.
3. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND
AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN 12:30PM FOLLOWING DAY.
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 2 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES
CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
5. PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT CARE
FOOD PROGRAM SCHEDULE B—MEAL PATTERN FOR OLDER CHILDREN; AND THE USDA FOOD BUYING GUIDE (AS
APPLICABLE); AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS
OF THE CACFP. THE AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF
ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE CACFP.

* Negotiable time frame but should be no longer than 24 hours.

VENDOR #:
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

6. PAY THE VENDOR BY THE 25TH DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE

TERMS OF THE AGREEMENT:

JANUARY 22ND, 2013 THROUGH FEBRUARY 5,
2013

THIS AGREEMENT IS FOR THE PERIOD OF _____
DATE

IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:



PER TITLE 7, CODE OF FEDERAL REGULATIONS, PART 226.20 (O), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE SCHOOL MEAL INITIATIVE (SMI) PLANNING OPTION(S) YOU WILL USE AND SUBMIT A MENU TO THE AGENCY FOR NSD'S APPROVAL IF YOU WILL NOT USE THE STANDARD CACFP MEAL PATTERN:

If the Agency agrees to the menu planning option, the school will train the Agency by: _____

AGENCY:

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):
Yes No

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE 	AGENCY OFFICIAL SIGNATURE 
VENDOR OFFICIAL NAME (PLEASE TYPE) BRYAN BERMAN	AGENCY OFFICIAL NAME (PLEASE TYPE) DEE A. TUCKER
TITLE President	TITLE EXECUTIVE DIRECTOR
TELEPHONE NUMBER 949-548-7427	TELEPHONE NUMBER 714-480-7546
DATE 1/18/13	DATE 1/24/13

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

NSD 2050B (REV. 07/03)

VENDOR #:
AGREEMENT #:

BREAKFAST	AGES ONE THROUGH THREE YEARS	AGES THREE THROUGH SIX YEARS	AGES SIX THROUGH TWELVE YEARS
MILK, FLUID	½ CUP	¾ CUP	1 CUP
VEGETABLE, FRUIT OR FULL-STRENGTH (100%) JUICE	¼ CUP	½ CUP	½ CUP
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP
LUNCH OR SUPPER			
MILK, FLUID	½ CUP	¾ CUP	1 CUP
VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS)	¼ CUP TOTAL	½ CUP TOTAL	¾ CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS * OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. 1 EGG ¼ CUP 2 TBSP ½ OZ. ** ½ CUP	1-½ OZ. 1-½ OZ. ¾ CUP OR 3 OZ. 1 EGG ¾ CUP 3 TBSP ¾ OZ. ** ¾ CUP	2 OZ. 2 OZ. ½ CUP OR 4 OZ. 1 EGG ½ CUP 4 TBSP 1 OZ. ** 1 CUP
AM OR PM SUPPLEMENT (SELECT TWO OF THESE FOUR COMPONENTS)***			
MILK, FLUID	½ CUP	½ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	½ CUP	½ CUP	¾ CUP
GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS.	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED**** OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	½ OZ. ½ OZ. ¼ CUP OR 1 OZ. ½ EGG ¼ CUP ¼ CUP 1 TBSP ½ OZ.	½ OZ. ½ OZ. ¼ CUP OR 1 OZ. ½ EGG ¼ CUP ¼ CUP 1 TBSP ½ OZ.	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. 1 EGG ½ CUP ¼ CUP 2 TBSP 1 OZ.
CERTIFICATION			
<i>I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal pattern for older children as prescribed by Title 7 Code of Federal Regulations, Part 226.20 and as outlined in Schedule B, NSD 2050B.</i>			
SIGNATURE OF AUTHORIZED REPRESENTATIVE	TITLE	DATE	
AGENCY NAME			
AGENCY ADDRESS			

SCHEDULE B

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

NSD 2050B (REV. 07/03)

- * DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT; BUT CANNOT BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL.
- ** NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ. OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL.
- *** JUICE CANNOT BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.
- **** IF YOGURT IS USED AS THE MEAT COMPONENT IN SUPPLEMENTS, MILK CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT. COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SUPPLEMENTS.

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

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine	
Action:	Request for Approval	

BACKGROUND

Santa Ana College's (SAC) Manufacturing Program enjoys a reputation as one of the best in the region for students seeking a job or promotion. It provides students with competitive skills that range from conventional machining to the operation of highly sophisticated computer numerical control (CNC) machines. As manufacturing continues to strengthen in the United States and CNC machines with greater capabilities enter the market, the Manufacturing Program wants to assure that students are trained on the latest technology. The purchase of a five-axis CNC milling machine will result in students having the necessary skills to meet the demands of employers.

This equipment will be purchased with a CTEA grant (Career Technical Education Act/Carl Perkins IV Federal Grant).

ANALYSIS

Bids were prepared and emailed to ten vendors. We received four bids and two no bids. The Manufacturing Program evaluated the equipment proposed by the low bidder and found it to be inadequate because the specifications required a machine with a fully colored display screen for 3D part simulation allowing the student to virtually machine a programmed part to assure that it will not crash during the actual machining process. The low bidder's equipment has older technology and limited capabilities.

In addition, the CNC equipment cuts, shapes and/or finishes metal work pieces that can be thrown if setup is not performed properly. Given the complexity of the 5-axis machine and its use for student instruction, a fully enclosed work area is required to enhance student safety and reduce liability. The top of the work area on the low bidder's equipment is not enclosed.

And, we asked that the bidder provide a service agreement and warranty based on hours of use rather than calendar months. Unlike the CNC equipment in a for-profit machine shop, the college's CNC equipment will only be in use during periods of student instruction and will otherwise sit idle. Having the service agreement and warranty based on hours of use instead of calendar months represents a substantial cost savings should the equipment break before the allotted hours are used. The low bidder's service agreement is based on calendar months and will expire regardless of how much the equipment is used.

Therefore, the apparent low bidder, Haas Factory Outlet (A Division of Machining Time Savers, Inc.), was found to be non-responsive as noted above and Ellison Technologies is found to be the lowest responsive and responsible bidder.

BIDDER	AMOUNT
Ellison Technologies	\$186,536.80
Hass Factory Outlet (A Division of Machining Time Savers, Inc)	\$165,047.15
Dan's Machine Tool, Inc	\$269,766.12
R. Wackeen & Assoc (dba TMG/The Machine Group)	\$381,655.25
Brodhead Garrett (School Specialty Career & Technical Education)	No Bid
Machinery Sales Co	No Bid

RECOMMENDATION

It is recommended that the Board of Trustees accept the bids and approve Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine to Ellison Technologies as presented.

Fiscal Impact: \$186,536.80	Board Date: February 4, 2013
Prepared by: Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

mhc/H:Marsha Carmichael/2-4-13 Board

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025412	228.60	AMERICAN EXPRESS	Conference Expenses			12/17/2012
13-P0025413	471.44	MICROTECH SCIENTIFIC	Equipment - Federal Progs >200	SP		12/17/2012
13-P0025414	7,719.09	SO-LOW ENVIRONMENTAL	Equipment - Federal Progs >200	SP		12/17/2012
13-P0025415	1,201.32	NURSE BOOK LLC	Equipment - Federal Progs >200	SP		12/17/2012
13-P0025416	1,350.00	YSI INCORPORATED	Equipment - Federal Progs >200	SP		12/18/2012
13-P0025417	856.05	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			12/18/2012
13-P0025418	13,500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	12/18/2012
13-P0025419	445.77	DELL COMPUTER	Equipment - Federal Progs >200	SP		12/18/2012
13-P0025420	966.11	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		12/18/2012
13-P0025421	245.27	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		12/18/2012
13-P0025422	2,725.71	HACH CO	Equipment - Federal Progs >200	SP		12/18/2012
13-P0025423	2,974.94	MCMAHAN AMBER N	Contracted Services	SP		12/18/2012
13-P0025424	4,781.71	APPLE COMPUTER INC	Equipment - All Other > \$1,000	SP		12/18/2012
13-P0025425	4,155.13	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		12/18/2012
13-P0025426	116.17	FLINN SCIENTIFIC INC	Instructional Supplies	SP		12/18/2012
13-P0025427	1,525.27	WESTERN ILLUMINATED PLASTICS	Non-Instructional Supplies			12/18/2012
13-P0025428	3,000.00	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			12/18/2012
13-P0025429	1,025.78	XEROX CORP	Instructional Supplies	SP		12/18/2012
13-P0025430	47,836.59	D4 SOLUTIONS INC.	Buildings - Relocation/Moving	SP		12/19/2012
* 13-P0025431	8,075.30	CITY OF VERNON	Instructional Agrmt - Salary			12/19/2012
13-P0025432	7,154.40	CITY OF REDLANDS	Instructional Agrmt - Facility			12/19/2012
13-P0025433	26,890.20	US OCEAN SAFETY	Instructional Agrmt - Salary			12/19/2012
13-P0025434	27,090.75	CITY OF ORANGE	Instructional Agrmt - Facility			12/19/2012
13-P0025435	7,064.95	CITY OF MONTCLAIR	Instructional Agrmt - Salary			12/19/2012
13-P0025436	40,556.80	CITY OF HUNTINGTON BEACH	Instructional Agrmt - Facility			12/19/2012
13-P0025437	32,315.80	CALIFORNIA STATE PARKS	Instructional Agrmt - Salary			12/19/2012
13-P0025438	13,095.80	CITY OF LA VERNE	Instructional Agrmt - Facility			12/19/2012
13-P0025439	51,723.00	CITY OF NEWPORT BEACH FIRE AND MARINE DEPT	Instructional Agrmt - Salary			12/19/2012
13-P0025440	16,837.70	CITY OF LAGUNA BEACH	Instructional Agrmt - Facility			12/19/2012
13-P0025441	14,803.60	CITY OF ANAHEIM	Instructional Agrmt - Facility			12/19/2012
13-P0025442	24,161.90	CITY OF SAN BERNARDINO FIRE DEPT	Instructional Agrmt - Facility			12/19/2012
13-P0025443	14,662.95	DOWNEY FIRE DEPT	Instructional Agrmt - Facility			12/19/2012
13-P0025444	30,230.15	CITY OF ONTARIO	Instructional Agrmt - Facility			12/19/2012
13-P0025445	300.00	JOHN R. HANNA	Conference Expenses			12/19/2012
13-P0025446	250.00	ACBO ASSOC OF CHIEF	Conference Expenses			12/19/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025447	400.00	RYAN E. AHARI	Conference Expenses			12/19/2012
13-P0025448	395.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			12/19/2012
13-P0025449	400.00	YARBROUGH PHILLIP E	Conference Expenses			12/19/2012
13-P0025450	395.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			12/19/2012
13-P0025451	690.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			12/19/2012
13-P0025452	295.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			12/19/2012
13-P0025453	395.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			12/19/2012
13-P0025454	395.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			12/19/2012
13-P0025455	275.00	ROMELIA MADRIGAL	Fees Paid for Students	SP		12/19/2012
13-P0025456	12,517.85	D4 SOLUTIONS INC.	Buildings - Contracted Svcs	SP	BOND	12/19/2012
13-P0025457	8,288.79	COR O VAN MOVING	Buildings - Relocation/Moving	SP		12/19/2012
13-P0025458	1,245.24	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		12/19/2012
13-P0025459	8,722.77	COR O VAN MOVING	Buildings - Relocation/Moving	SP		12/19/2012
13-P0025460	1,777.88	ELLEN BAK PHOTOGRAPHY INC	Contracted Services			12/19/2012
13-P0025461	15,000.00	ALVARADOSMITH	Legal Expenses			12/19/2012
13-P0025462	2,291.45	SVM LP	Other Exp Paid for Students	SP		12/19/2012
13-P0025463	150.00	A1 INTERNATIONAL VIDEO	Contracted Repair Services			12/19/2012
13-P0025464	115.00	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		12/19/2012
13-P0025465	256.00	XEROX CORP	Buildings - Relocation/Moving	SP		12/19/2012
13-P0025466	384.00	XEROX CORP	Buildings - Relocation/Moving	SP		12/19/2012
13-P0025467	1,318.77	OFFICE DEPOT BUSINESS SVCS	Buildings - Relocation/Moving	SP		12/19/2012
13-P0025468	6,860.66	CN SCHOOL AND OFFICE SOLUTIONS INC	Buildings - Relocation/Moving	SP		12/19/2012
13-P0025469	2,068.51	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		12/20/2012
13-P0025470	1,715.00	RELIANT TESTING ENGINEERS	Buildings - Construction Tests	SP		12/20/2012
13-P0025471	1,520.00	WILLIAMS ROBERT	Contracted Repair Services			12/20/2012
13-P0025472	700.00	WINDOW SHADES EAST	Contracted Repair Services			12/20/2012
13-P0025473	3,233.52	SHARON E. BROWN	Contracted Services			1/8/2013
13-P0025475	8,640.53	D4 SOLUTIONS INC.	Buildings - Relocation/Moving	SP		12/20/2012
13-P0025477	3,830.65	DON BOOKSTORE	Other Exp Paid for Students	SP		12/20/2012
* 13-P0025478	853.18	MONTGOMERY HARDWARE CO	Non-Instructional Supplies			12/20/2012
13-P0025479	210.60	AMERICAN EXPRESS	Conference Expenses			12/20/2012
13-P0025480	16,254.00	S & S INTERIORS INC	Buildings - Contracted Svcs	SP	BOND	12/20/2012
13-P0025481	44,449.42	COR O VAN MOVING	Buildings - Relocation/Moving	SP		12/20/2012
13-P0025482	165.00	ORANGE COUNTY FIRE PROTECTION	Contracted Repair Services			12/20/2012
13-P0025483	2,800.00	SANDY BOYD INC	Building Improvements	SP		12/20/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025484	5,680.06	DELL COMPUTER	Equipment - Federal Progs >200	SP		12/20/2012
13-P0025485	179.01	SOMA TECHNOLOGY INC	Instructional Supplies	SP		12/20/2012
13-P0025486	2,856.25	AUROGENE LIFE SCIENCE INC	Equipment - Federal Progs >200	SP		12/20/2012
* 13-P0025487	9,619.26	DELL COMPUTER	Instructional Supplies	SP		12/20/2012
13-P0025488	2,510.11	DELL COMPUTER	Equipment - Federal Progs >200	SP		12/20/2012
13-P0025489	207.49	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			12/20/2012
13-P0025490	1,202.58	HACH CO	Instructional Supplies	SP		12/20/2012
13-P0025491	1,640.43	HACH CO	Instructional Supplies	SP		12/20/2012
13-P0025492	1,201.41	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		12/20/2012
* 13-P0025493	7,781.26	HILLYARD FLOOR CARE SUPPLY	Equip/Software - >\$200 <\$1,000	SP	BOND	12/20/2012
* 13-P0025494	14,414.82	WAXIE SANITARY SUPPLY	Equip/Software - >\$200 <\$1,000	SP	BOND	12/20/2012
13-P0025495	2,330.91	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		12/21/2012
13-P0025496	1,670.53	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		12/21/2012
* 13-P0025497	8,000.00	IXO INC	Other Licenses & Fees	SP		12/21/2012
13-P0025498	344.80	MICROSOFT CORP	Software License and Fees	SP		12/21/2012
13-P0025499	520.00	GEORGE YARDLEY CO INC	Contracted Repair Services	SP		12/21/2012
13-P0025500	200.00	CALIF DHS/LABORATORY FIELD SERVICES	Contracted Services	SP		12/21/2012
13-P0025501	550.00	SIEMENS WATER TECH CORP	Contracted Repair Services			12/21/2012
13-P0025502	304.60	AMERICAN EXPRESS	Conference Expenses			12/21/2012
13-P0025503	12,391.34	STUDY ABROAD	Conference Expenses	SP		1/3/2013
13-P0025504	499.10	METALCRAFT INC	Non-Instructional Supplies			1/3/2013
13-P0025505	398.80	SIR SPEEDY	Non-Instructional Supplies	SP		1/3/2013
13-P0025506	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/3/2013
13-P0025507	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		1/3/2013
13-P0025508	1,000.00	RYAN E. AHARI	Conference Expenses			1/3/2013
13-P0025509	877.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			1/3/2013
13-P0025510	1,000.00	YARBROUGH PHILLIP E	Conference Expenses			1/3/2013
13-P0025511	877.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			1/3/2013
13-P0025512	300.00	JOSE SOLORIO	Conference Expenses			1/3/2013
13-P0025513	1,062.72	ONSET COMPUTER CORP	Instructional Supplies	SP		1/3/2013
13-P0025514	863.28	SIGMA ALDRICH INC	Instructional Supplies	SP		1/3/2013
13-P0025515	265.00	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		1/3/2013
13-P0025516	1,211.76	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		1/3/2013
13-P0025518	590.54	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		1/3/2013
* 13-P0025519	1,612.98	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		1/3/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025520	593.15	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		1/3/2013
13-P0025521	1,350.00	NETOP	Software License and Fees	SP		1/3/2013
13-P0025522	125.00	BOYD & ASSOCIATES	Contracted Repair Services	SP		1/3/2013
13-P0025523	1,054.95	B & H PHOTO VIDEO INC	Instructional Supplies	SP		1/3/2013
13-P0025524	120.82	LEARNING RESOURCES	Instructional Supplies	SP		1/3/2013
13-P0025525	1,526.25	VORTEX INDUSTRIES	Contracted Repair Services	SP		1/3/2013
13-P0025526	76.51	NASCO	Instructional Supplies	SP		1/3/2013
13-P0025527	2,052.78	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		1/3/2013
13-P0025528	671.97	FISHER SCIENTIFIC	Instructional Supplies	SP		1/3/2013
13-P0025529	4,995.25	FISHER SCIENTIFIC	Instructional Supplies	SP		1/3/2013
13-P0025530	8,714.35	FISHER SCIENTIFIC	Instructional Supplies	SP		1/3/2013
13-P0025531	250.00	ORANGE COUNTY FIRE AUTHORITY	Security Systems & Services			1/3/2013
13-P0025532	102.61	COMMLINE INC	Contracted Repair Services			1/3/2013
13-P0025533	13,000.00	LEONARD CHAIDEZ TREE SERVICE	Maint/Oper Service Agreements			1/3/2013
13-P0025534	167.40	CORNER BAKERY/CBC RESTAURANT	Food and Food Service Supplies	SP		1/4/2013
13-P0025535	11,323.60	CITY OF COSTA MESA	Instructional Agrmt - Salary			1/4/2013
13-P0025536	58,073.75	CITY OF CORONA	Instructional Agrmt - Salary			1/4/2013
13-P0025537	27,899.75	CITY OF RANCHO CUCAMONGA	Instructional Agrmt - Salary			1/4/2013
13-P0025538	18,655.00	CITY OF NEWPORT BEACH FIRE AND MARINE DEPT	Instructional Agrmt - Salary			1/4/2013
13-P0025539	5,000.00	BELFOR USA GROUP INC	Contracted Services			1/4/2013
13-P0025540	2,040.49	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		1/4/2013
13-P0025541	210.80	AMERICAN EXPRESS	Conference Expenses			1/7/2013
13-P0025542	1,185.08	WELLS FARGO BANK	Conference Expenses			1/8/2013
* 13-P0025543	605.10	AMERICAN EXPRESS	Conference Expenses	SP		1/8/2013
13-P0025544	1,030.42	HOME DEPOT	Buildings - Relocation/Moving	SP		1/8/2013
13-P0025545	258.00	GMS ELEVATOR	Contracted Repair Services	SP		1/8/2013
13-P0025546	97.41	AMAZON COM	Buildings - Relocation/Moving	SP		1/8/2013
13-P0025547	425.00	GRANT WRITING USA	Conference Expenses	SP		1/8/2013
13-P0025548	150.00	BRUSTEIN & MANASEVIT	Conference Expenses	SP		1/8/2013
13-P0025549	150.00	BRUSTEIN & MANASEVIT	Conference Expenses	SP		1/8/2013
13-P0025550	400.00	CLAUDIA C. ALVAREZ	Conference Expenses			1/8/2013
13-P0025551	98,000.00	WESTBERG & WHITE INC	Buildings - Architects Fee	SP		1/4/2013
* 13-P0025552	1,338.90	ROSA HARRIZON	Food and Food Service Supplies	SP		1/8/2013
13-P0025553	426.89	TOMARK SPORTS INC	Repair & Replacement Parts			1/8/2013
13-P0025554	4,000.00	JOB ELEPHANT COM INC	Personnel Recruiting	SP		1/8/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025555	500.00	NCHC NAT'L COLLEGIATE HONORS COUNCIL	Inst Dues & Memberships	SP		1/8/2013
13-P0025556	33,000.00	ERIC J MITTLESTEAD	Buildings - Contracted Svcs	SP		1/4/2013
13-P0025557	36.46	GALE GROUP	Library Books	SP		1/8/2013
13-P0025558	271.38	GALE GROUP	Library Books			1/8/2013
13-P0025559	16.78	TOMARK SPORTS INC	Instructional Supplies	SP		1/8/2013
13-P0025560	167.84	MIDWEST LIBRARY SVC	Library Books			1/8/2013
13-P0025561	271.38	GALE GROUP	Library Books			1/8/2013
13-P0025562	24.29	BARNES & NOBLE INC	Instructional Supplies	SP		1/8/2013
13-P0025563	321.25	BALDWIN COOKE CO	Non-Instructional Supplies	SP		1/8/2013
* 13-P0025564	129.29	JUAN POLLO 24	Food and Food Service Supplies	SP		1/8/2013
13-P0025565	785.97	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/8/2013
13-P0025566	237.59	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/8/2013
13-P0025567	6,071.00	CONTROL AIR CONDITIONING CORP	Contracted Services			1/8/2013
13-P0025568	3,621.95	SVM LP	Other Exp Paid for Students	SP		1/8/2013
13-P0025569	330.20	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		1/9/2013
13-P0025570	10,827.69	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		1/9/2013
13-P0025571	1,297.04	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		1/9/2013
13-P0025572	1,845.08	THE RAHUS INSTITUTE	Instructional Supplies	SP		1/9/2013
13-P0025573	380.80	AMERICAN EXPRESS	Conference Expenses	SP		1/9/2013
13-P0025574	175.00	ACCCA	Conference Expenses	SP		1/9/2013
13-P0025575	593.19	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/9/2013
13-P0025576	317.67	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/9/2013
13-P0025577	1,000.00	DON BOOKSTORE	Books Paid for Students	SP		1/9/2013
13-P0025578	500.00	PACIFIC RADIO ELECTRONICS	Instructional Supplies	SP		1/9/2013
13-P0025579	99.36	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/9/2013
13-P0025580	194.13	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/9/2013
13-P0025581	5,500.00	DON BOOKSTORE	Books Paid for Students	SP		1/9/2013
13-P0025582	421.54	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/9/2013
13-P0025583	1,657.89	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/9/2013
13-P0025584	18,750.00	DON BOOKSTORE	Books Paid for Students	SP		1/9/2013
13-P0025585	242.19	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/9/2013
13-P0025586	300.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/9/2013
13-P0025587	300.00	DON BOOKSTORE	Other Exp Paid for Students	SP		1/9/2013
13-P0025588	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/9/2013
13-P0025589	269.99	OFFICE DEPOT BUSINESS SVCS	Equip/Software - >\$200 <\$1,000			1/9/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025590	2,500.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		1/9/2013
13-P0025591	1,500.00	DON BOOKSTORE	Non-Instructional Supplies	SP		1/9/2013
13-P0025592	64.80	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/9/2013
13-P0025593	3,888.00	HAVE KITCHEN WILL TRAVEL, INC.	Food and Food Service Supplies	SP		1/9/2013
13-P0025594	5,000.00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			1/10/2013
* 13-P0025595	14,859.72	APPLE COMPUTER INC	Instructional Supplies	SP		1/10/2013
13-P0025596	175.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			1/10/2013
13-P0025597	1,190.73	MICROTECH SCIENTIFIC	Instructional Supplies			1/10/2013
13-P0025598	1,922.43	MICROTECH SCIENTIFIC	Instructional Supplies	SP		1/10/2013
13-P0025599	1,278.08	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		1/10/2013
13-P0025600	270.55	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		1/10/2013
13-P0025602	319.44	MIDLAND SCIENTIFIC INC	Instructional Supplies	SP		1/10/2013
13-P0025603	764.80	TROXELL COMM INC	Instructional Supplies	SP		1/10/2013
* 13-P0025604	3,008.66	B & H PHOTO VIDEO INC	Instructional Supplies	SP		1/10/2013
13-P0025605	2,730.16	DELL COMPUTER	Equipment - All Other > \$1,000	SP		1/10/2013
13-P0025606	2,490.58	MICROTECH SCIENTIFIC	Equipment - All Other > \$1,000			1/10/2013
* 13-P0025607	4,674.72	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		1/10/2013
13-P0025608	960.00	SIMBIOTIC SOFTWARE	Instructional Software	SP		1/10/2013
13-P0025609	16,556.68	D4 SOLUTIONS INC.	Buildings - Relocation/Moving	SP		1/11/2013
13-P0025610	400.00	NELIDA M. YANEZ	Conference Expenses			1/11/2013
13-P0025611	10,000.00	STATE OF CALIFORNIA	Fingerprinting			1/11/2013
13-P0025612	6,050.00	ACADEMY ELECTRIC INC	Buildings - Relocation/Moving	SP		1/11/2013
13-P0025613	5,300.77	FISHER SCIENTIFIC	Instructional Supplies	SP		1/11/2013
13-P0025614	5,000.00	CRC INC	Contracted Services	SP		1/14/2013
13-P0025615	15,812.50	CITY OF GARDEN GROVE	Instructional Agrmt - Salary			1/14/2013
13-P0025616	8,867.10	CITY OF SEAL BEACH	Instructional Agrmt - Salary			1/14/2013
13-P0025617	4,927.60	CITY OF HUNTINGTON BEACH	Instructional Agrmt - Salary			1/14/2013
13-P0025618	250.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		1/14/2013
13-P0025619	696.00	CITY OF ORANGE	Public Agencies' Assess & Fees			1/14/2013
13-P0025620	3,790.00	EXECUTIVE ENVIRONMENTAL	Buildings - Construction Tests	SP	BOND	1/14/2013
13-P0025621	6,200.00	ACADEMY ELECTRIC INC	Contracted Services			1/14/2013
13-P0025622	7,199.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		1/14/2013
13-P0025623	4,038.00	WESTERN POWER SYSTEMS	Buildings - Contracted Svcs	SP		1/14/2013
13-P0025624	100.62	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		1/14/2013
13-P0025625	10,000.00	FACILITY WERX INC	Non-Instructional Supplies			1/14/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025626	325.00	CISOA	Conference Expenses			1/14/2013
13-P0025627	340.00	IMAGE WORKS PES INC	Non-Instructional Supplies	SP		1/14/2013
13-P0025628	147.01	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		1/14/2013
13-P0025629	89.00	CALIF APPAREL NEWS	Books, Mags & Ref Mat, Non-Lib	SP		1/14/2013
13-P0025630	222.48	PBS VIDEO	Instructional Supplies	SP		1/14/2013
13-P0025631	1,149.14	DON BOOKSTORE	Instructional Supplies	SP		1/14/2013
13-P0025632	342.52	CAPP ASSOCIATES INC	Non-Instructional Supplies	SP		1/14/2013
13-P0025633	60.00	PHU NU GIA DINH	Library Books - Periodicals	SP		1/14/2013
13-P0025634	29.06	BRODART INC WESTERN DIVISION	Instructional Supplies			1/14/2013
13-P0025635	500.00	SMART & FINAL	Food and Food Service Supplies	SP		1/14/2013
13-P0025636	568.40	US GEOLOGICAL SURVEY	Instructional Supplies	SP		1/14/2013
13-P0025637	619.26	MOREA INC	Reproduction/Printing Expenses	SP		1/14/2013
13-P0025638	4,904.98	IDSC HOLDINGS LLC	Instructional Supplies	SP		1/14/2013
* 13-P0025639	53,573.47	SIMS ORANGE WELDING SUPPLY	Instructional Supplies	SP		1/14/2013
13-P0025640	500.00	BOYS HAMBURGERS	Site Improv - Legal Expenses	SP	BOND	1/14/2013
13-P0025641	34,950.00	SOUTHLAND INDUSTRIES	Buildings - Contracted Svcs	SP	BOND	1/15/2013
13-P0025642	182.35	WINDOW SHADES EAST	Contracted Repair Services			1/15/2013
13-P0025643	85.00	ASSOCIATED GENERAL CONTRACTORS OF AMERICA	Legal Expenses			1/15/2013
13-P0025644	105,000.00	GEO-ADVANTEC INC	Buildings - Construction Tests	SP	BOND	1/15/2013
13-P0025645	105,000.00	GEO-ADVANTEC INC	Site Improv - Contracted Svcs	SP	BOND	1/15/2013
13-P0025646	77,000.00	TYR INC	Buildings - Construction Tests	SP	BOND	1/15/2013
13-P0025647	240,009.00	TYR INC	Site Improv - Contracted Svcs	SP	BOND	1/15/2013
13-P0025648	5,000.00	AMERICAN REPROGRAPHICS CO LLC	Site Improv - Contracted Svcs	SP	BOND	1/15/2013
13-P0025649	242.05	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		1/15/2013
13-P0025650	800.00	APCO GRAPHICS INC	Non-Instructional Supplies			1/15/2013
13-P0025651	410.40	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		1/15/2013
13-P0025652	1,247.18	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		1/15/2013
13-P0025653	37,500.00	RUIZ REBECCA	Contracted Services	SP		1/15/2013
13-P0025654	1,604.35	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		1/15/2013
13-P0025655	1,458.00	SPICERS PAPER CO	Instructional Supplies	SP		1/15/2013
13-P0025656	891.00	ELLEN BAK PHOTOGRAPHY INC	Contracted Services			1/16/2013
13-P0025657	178.19	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/16/2013
13-P0025658	6,350.00	DON BOOKSTORE	Other Exp Paid for Students	SP		1/16/2013
13-P0025659	2,548.80	UNISOURCE PAPER CO	Instructional Supplies	SP		1/16/2013
13-P0025660	433.10	MIDWEST LIBRARY SVC	Library Books			1/16/2013

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.24 (7)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025661	642.76	JAY'S CATERING	Food and Food Service Supplies	SP		1/16/2013
13-P0025662	154.32	INSIGHT MEDIA	Instructional Supplies	SP		1/16/2013
13-P0025663	3,496.94	FACTS ON FILE	Instructional Supplies	SP		1/16/2013
13-P0025664	145.08	SIGMA ALDRICH INC	Instructional Supplies	SP		1/16/2013
13-P0025665	100.00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			1/16/2013
13-P0025666	700.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/16/2013
13-P0025667	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/16/2013
13-P0025668	241.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		1/16/2013
13-P0025669	2,000.00	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			1/16/2013
13-P0025670	777.00	SMART & FINAL	Food and Food Service Supplies	SP		1/16/2013
13-P0025671	18.25	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/16/2013
13-P0025672	10,000.00	GOLD COAST TOURS	Transportation - Athletics			1/16/2013
13-P0025673	2,500.00	RSCCD DISTRICT FOUNDATION	District Business/Sponsorships	SP		1/16/2013
13-P0025674	3,365.12	WIZARD SPORTS EQUIPMENT INC	Instructional Supplies	SP		1/16/2013
13-P0025675	1,219.32	MONTGOMERY HARDWARE CO	Non-Instructional Supplies			1/16/2013
13-P0025676	1,624.60	STAY SAFE SUPPLY INC	Non-Instructional Supplies			1/16/2013
13-P0025677	1,124.42	SO CAL LAND MAINTENANCE INC	Contracted Repair Services	SP		1/16/2013
13-P0025678	461.24	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		1/16/2013
13-P0025679	334.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/17/2013
13-P0025680	358.04	BARTELL HOTELS	Conference Expenses	SP		1/17/2013
13-P0025681	1,007.94	BIOQUIP PRODUCTS INC	Instructional Supplies	SP		1/17/2013
13-P0025682	487.77	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		1/17/2013
13-P0025683	696.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		1/17/2013
13-P0025684	3,528.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		1/17/2013
13-P0025685	291.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		1/17/2013
13-P0025686	446.02	MICROTECH SCIENTIFIC	Instructional Supplies			1/17/2013
13-P0025687	685.54	FISHER SCIENTIFIC	Instructional Supplies	SP		1/17/2013
13-P0025688	638.40	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		1/17/2013
13-P0025689	582.00	STATE WATER RESOURCES	Sites - Licenses, Fees & Taxes	SP	BOND	1/17/2013
13-P0025690	178.01	ECOLAB	Non-Instructional Supplies			1/17/2013
13-P0025692	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/17/2013
13-P0025693	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/17/2013
13-P0025694	3,753.11	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/17/2013
13-P0025695	327.09	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/17/2013
13-P0025696	1,500.00	TRL SYSTEMS INC	Maint/Oper Service Agreements			1/17/2013

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025697	6,579.07	ACADEMY ELECTRIC INC	Building Improvements	SP		1/17/2013
13-P0025698	1,000.00	APPLE COMPUTER INC	Software License and Fees	SP		1/18/2013
13-P0025699	11,975.27	APPLE COMPUTER INC	Equipment - All Other > \$1,000	SP		1/18/2013
13-P0025700	2,807.95	APPLE COMPUTER INC	Equipment - All Other > \$1,000	SP		1/18/2013
13-P0025701	79.99	APPLE COMPUTER INC	Software License and Fees	SP		1/18/2013
13-P0025702	8.91	ACT	Non-Instructional Supplies	SP		1/18/2013
13-P0025703	18.50	ACT	Non-Instructional Supplies	SP		1/18/2013
13-P0025704	480.60	WE DO GRAPHICS INC	Non-Instructional Supplies	SP		1/18/2013
13-P0025705	252.58	GAYLORD BROS	Instructional Supplies	SP		1/18/2013
13-P0025706	335.00	EASY ENGLISH TIMES	Books, Mags & Ref Mat, Non-Lib	SP		1/18/2013
13-P0025707	369.36	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		1/18/2013
13-P0025708	600.00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			1/18/2013
13-P0025709	700.00	DON BOOKSTORE	Books Paid for Students	SP		1/18/2013
13-P0025710	750.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/18/2013
13-P0025711	114.05	DON BOOKSTORE	Non-Instructional Supplies	SP		1/18/2013
13-P0025712	427.73	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		1/18/2013
13-P0025713	469.72	EDUCATIONAL INNOVATIONS INC	Instructional Supplies	SP		1/18/2013
13-P0025714	1,296.00	TUKATECH INC	Software License and Fees	SP		1/18/2013
13-P0025715	22,091.54	DELL COMPUTER	Equipment - Federal Progs >200	SP		1/18/2013
13-P0025716	968.83	ETA CUISENAIRE	Instructional Supplies	SP		1/18/2013
13-P0139283	21,491.40	2000 CHAPMAN INC.	Buildings - Facility Lease	SP		12/19/2012
13-P0139284	371,622.00	NORTH ORANGE COUNTY COMMUNITY	Contracted Services	SP		1/4/2013
13-P0139285	194.28	ARROWHEAD MOUNTAIN SPRINGWATER	Buildings - Relocation/Moving	SP		1/7/2013

Grand Total: \$2,329,994.72

5.24 (9)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 16, 2012 THROUGH JANUARY 19, 2013
BOARD MEETING OF FEBRUARY 4, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0025430	\$47,836.59	Installation of (147) data connections in "U" building and (56) data connections in "S" building at Santiago Canyon College	DO-Facility Planning	Purchased from California Multiple Award Schedule (CMAS) Contract #3-08-70-2031C Board approved: November 17, 2008
13-P0025433	\$26,890.20	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: January 22, 2008
13-P0025434	\$27,090.75	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: January 22, 2008
13-P0025436	\$40,556.80	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: November 19, 2007
13-P0025437	\$32,315.80	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: November 19, 2007
13-P0025439	\$51,723.00	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: April 21, 2008
13-P0025440	\$16,837.70	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: November 19, 2007
13-P0025442	\$24,161.90	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: January 22, 2008
13-P0025444	\$30,230.15	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: May 12, 2008
13-P0025461	\$15,000.00	Legal services related to acquisition or lease of various real property rights	DO-Business Operations/Fiscal Services	Board approved: June 30, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 16, 2012 THROUGH JANUARY 19, 2013
BOARD MEETING OF FEBRUARY 4, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0025480	\$16,254.00	Anti-graffiti coating to interior walls and floors of new restrooms and concession building at Santa Ana College	DO-Facility Planning	Received Quotations: 1) *S & S Interiors, Inc. 2) Marblelife of Orange County *Successful Bidder
13-P0025481	\$44,449.42	Relocation service of the Orange Education Center to Santiago Canyon College and 1937 W. Chapman Ave, Orange CA	DO-Facility Planning	
13-P0025536	\$58,073.75	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: May 27, 2008
13-P0025537	\$27,899.75	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: December 10, 2007
13-P0025538	\$18,655.00	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: April 21, 2008
13-P0025551	\$98,000.00	Architectural services related to Phase 1-Santiago Canyon College Central Plant Energy Analysis and Schematic Designs project to design a central cooling plant operation for the campus	DO-Facility Planning	Board approved: December 10, 2012
13-P0025556	\$33,000.00	Consultant services related to assisting in creation of annual Space Inventory, Five-Year Scheduled Maintenance Plan, Scheduled Maintenance Project Funding Proposal (PFP's) and Hazardous Substance PFP's and preparation of Five-Year Capital Outlay Plan	DO-Facility Planning	Board approved: December 10, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 16, 2012 THROUGH JANUARY 19, 2013
BOARD MEETING OF FEBRUARY 4, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0025584	\$18,750.00	Spring 2013 book vouchers for EOPS students at Santiago Canyon College	SCC-EOPS	
13-P0025609	\$16,556.68	Installation of (105) data connections in Suite 200, Orange Education Center-Chapman Site	DO-Facility Planning	Purchased from California Multiple Award Schedule (CMAS) Contract #3-08-70-2031C Board approved: November 17, 2008
13-P0025615	\$15,812.50	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: February 4, 2008
13-P0025639	\$53,573.47	Lincoln welding and cutting equipment	SAC-Welding Technology Lab	Received Quotations: 1) *Sims Orange Welding Supply, Inc. 2) Airgas USA, LLC 3) Matheson *Successful Bidder
13-P0025641	\$34,950.00	Planning and energy analysis to develop a plan to retro-commission and energy utilization study at Santiago Canyon College - Science building	DO-Facility Planning	Board approved: December 10, 2012
13-P0025644	\$105,000.00	Geotechnical, materials testing and special inspection services related to the Santa Ana College Dunlap Hall project	DO-Facility Planning	Board approved: December 10, 2012
13-P0025645	\$105,000.00	Geotechnical, materials testing and special inspection services related to the Santa Ana College Site Perimeter Improvement project	DO-Facility Planning	Board approved: December 10, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 16, 2012 THROUGH JANUARY 19, 2013
BOARD MEETING OF FEBRUARY 4, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0025646	\$77,000.00	DSA mandated inspection services related to the Santa Ana College Dunlap Hall Elevator Addition project	DO-Facility Planning	Board approved: December 10, 2012
13-P0025647	\$240,009.00	DSA mandated inspection services related to the Santa Ana College Site Perimeter Improvement project	DO-Facility Planning	Board approved: December 10, 2012
13-P0025653	\$37,500.00	Consultant services to provide training and presentation related to the Student Mental Health Program (SMHP) grant	SCC-Health Center	Board approved: January 14, 2013
13-P0025715	\$22,091.54	Dell laptop computers and related components	SAC-Business Division	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
13-P0139283	\$21,491.40	First year of a 3-year lease of property for Orange Education Center located at 1937 W. Chapman Avenue, Suite 200, Orange, CA 92868	DO-Facility Planning	
13-P0139284	\$371,622.00	Sub-contract agreement with North Orange County CCD-Fullerton College in relation with HSI Engage in STEM Title III - Year 2 grant	SAC-Counseling	Board approved: October 22, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: February 4, 2013
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Business & Entrepreneurship Center Statewide Leadership – (District) - <i>Augmentation</i> Grant award from the California Community Colleges Chancellor's Office to assist in providing system-wide economic and workforce development opportunities. (12/13). <i>No match required.</i>	01/02/2013	\$50,000
2. Child Development Training Consortium (SAC/SCC) – <i>Augmentation</i> Funds provided by the Yosemite Community College District/Child Development Training Consortium for Coordination/Program Facilitation to recruit and assist students seeking a new or maintaining a current child development permit through the college's Child Development Program. (12/13). <i>No match required.</i>	09/01/2012	\$3,600
3. Seeds to Trees - Digital Media Training (District) - <i>Adjustment</i> Sub-award from the Santa Ana Library for RSCCD's Corporate Training Institute to provide digital media training in graphic design, website design, scriptwriting, video production, digital music and marketing for twenty at risk youth. (12/13). <i>No match required.</i>	10/31/2012	-\$367

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: \$53,233	Board Date: February 4, 2013
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 #2261
NAME: BEC Statewide Leadership - District
FISCAL YEAR: 2012/2013

CONTRACT TERM: 7/1/12 - 8/31/13 (end date extended)
 CONTRACT AMOUNT: \$172,500
 Augmentation: \$50,000
Total \$222,500
 CONTRACT NO.: 12-317-035 (Amendment 1)

PROJ ADM: Enrique Perez
 PROJ DIR: Michael Roessler
 Revised Date: 1/24/2013

GL Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2261	00000	50000	8659	Other Reimb Categorical Allow : District Operation		172,500		222,500		50,000
12	2261	672000	50000	5865	Indirect Costs : District Operations	6,635		8,558		1,923	
12	2261	675000	53365	5210	Conference Expenses : Business Entrepreneurship Ctr	8,500		8,500		0	
12	2261	684000	53365	2110	Classified Management : Business Entrepreneurship Ctr Roessler, Michael @ 100% (Eff-3B)	103,377		103,377		0	
12	2261	684000	53365	3215	PERS - Non-Instructional : Business Entrepreneurship Ctr	11,292		11,292		0	
12	2261	684000	53365	3315	OASDHI - Non-Instructional : Business Entrepreneurship Ctr	6,197		6,197		0	
12	2261	684000	53365	3325	Medicare - Non-Instructional : Business Entrepreneurship Ctr	1,449		1,449		0	
12	2261	684000	53365	3415	H & W - Non-Instructional : Business Entrepreneurship Ctr	26,011		26,011		0	
12	2261	684000	53365	3435	H & W - Retiree Fund Non-In : Business Entrepreneurship Ctr	1,034		1,034		0	
12	2261	684000	53365	3515	SUI - Non-Instructional : Business Entrepreneurship Ctr	1,664		1,664		0	
12	2261	684000	53365	3615	WCI - Non-Instructional : Business Entrepreneurship Ctr	2,481		2,481		0	
12	2261	684000	53365	4610	Non-Instructional Supplies : Business Entrepreneurship Ctr	2,300		2,300		0	
12	2261	684000	53365	5100	Contracted Services : Business Entrepreneurship Ctr Independent contractor(s) for BEC technical assistance services, projects, and activities/events	0		48,077		48,077	
12	2261	684000	53365	5560	Telephone & Pager Services : Business Entrepreneurship Ctr	1,560		1,560		0	
					#2261 - BEC Statewide Leadership	172,500	172,500	222,500	222,500	50,000	50,000

6.1 (2)

SPECIAL PROJECT DETAILED BUDGET #1241
NAME: CHILD DEVELOPMENT TRAINING CONSORTIUM - SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 9/1/12 - 6/30/13
 CONTRACT INCOME: 10,000
 Augmentation: 3,600
TOTAL: 13,600

PROJ. ADM. Bart Hoffman/Corine Doughty
 PROJ. DIR. Michelle Hardy
 Revised Date: 1/23/2013

CFDA #: 93.575

Instructional Agreement (Contract No. 12-13-2885) and Coordinator Agreement (Contract No. 12-13-D2885) from Yosemite Community College District/Child Development Training Consortium (YCCD/CDTC)

Datatel String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
Santa Ana College											
12	1241	000000	10000	8199	Other Federal Revenues : Santa Ana College		10,000		10,000		0
12	1241	130500	15717	4310	Instructional Supplies : Human Development	500		500		0	
12	1241	732000	15717	7610	Books Paid for Students : Human Development	900		900		0	
12	1241	732000	15717	7640	Tuition Paid for Students : Human Development	8,600		8,600		0	
Santiago Canyon College											
12	1241	000000	20000	8199	Other Federal Revenues : Santiago Canyon College		0		3,600		3,600
12	1241	130500	25230	1480	Beyond Contr - Reassigned Time : Human Development Michelle Hardy, Program Facilitator for SAC and SCC Non-instructional rate: \$28.52 x 111 hrs.	0		3,166		3,166	
12	1241	130500	25230	3115	STRS - Non-Instructional : Human Development	0		245		245	
12	1241	130500	25230	3325	Medicare - Non-Instructional : Human Development	0		46		46	
12	1241	130500	25230	3435	H & W - Retiree Fund Non-Inst : Human Development	0		32		32	
12	1241	130500	25230	3515	SUI - Non-Instructional : Human Development	0		35		35	
12	1241	130500	25230	3615	WCI - Non-Instructional : Human Development	0		76		76	
Total - 1241 Child Dvlp Training Consortium (SAC/SCC)						10,000	10,000	13,600	13,600	3,600	3,600

SPECIAL PROJECT DETAILED BUDGET #1643
NAME: Seeds to Trees - Digital Media Training
FISCAL YEAR: 2012/2013

CONTRACT TERM: 7/1/2012 - 6/30/2013

CONTRACT AMOUNT: \$88,830

Adjustment: -\$367

Total \$88,463

Sub-Contract No. A-2012-200 from the City of Santa Ana - Library

CFDA #: 17.259

PROJ ADM: Enrique Perez

PROJ DIR: Ruth Cossio-Muñiz

Revised Date: 1/25/2013

Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1643-000000-50000-8130	Workforce Investment Act(JTPA)		88,830		88,463	367	
12-1643-689000-53360-2110	Classified Management - Contract: Ruth Cossio-Muniz, Project Director eff. 2b-12b @ @ 39%	39,524		39,524			0
12-1643-689000-53360-2320	Classified - Short-Term Hourly	12,000		12,000			0
12-1643-689000-53360-3215	PERS - Non-Instructional	4,512		4,512			0
12-1643-689000-53360-3315	OASDHI - Non-Instructional	2,450		2,450			0
12-1643-689000-53360-3325	Medicare - Non-Instructional	747		747			0
12-1643-689000-53360-3335	PARS - Non-Instructional	156		156			0
12-1643-689000-53360-3415	Health & Welfare - Non-Instructional	7,562		7,562			0
12-1643-689000-53360-3435	H & W Ret Fnd - Non-Instructional	515		515			0
12-1643-689000-53360-3515	SUI - Non-instructional	830		830			0
12-1643-689000-53360-3615	WCI - Non-Instructional	1,237		1,237			0
12-1643-689000-53360-3915	Other Benefits - Non-Instructional	1,019		1,019			0
12-1643-689000-53360-4210	Textbooks	5,000		5,000			0
12-1643-689000-53360-4310	Supplies - Instructional	2,361		2,361			0
12-1643-689000-53360-4610	Supplies - Non-Instructional	1,500		1,500			0
12-1643-689000-53360-5100	Contracted Services	5,700		5,348			352
12-1643-689000-53360-5845	Excess/Copies Usage	300		300			0
12-1643-689000-50000-5865	Indirect (4% of direct costs)	3,417		3,402			15
	Total - #1643 Seeds to Trees	88,830	88,830	88,463	88,463	367	367

6.1 (4)

Revised Budget (Adjustment)
 Prepared by: Maria Gil

Board Approval: February 4, 2013
 Accountant: Josefina (JoJo) Penning

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: February 4, 2013
Re: Approval of First Amendment to Sub-award Agreements between RSCCD and The Regents of the University of California and Santa Ana Unified School District for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 - Year 3	
Action: Request for Approval	

BACKGROUND

Santa Ana College received a six-year Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) 2009 grant from the United States Department of Education. The GEAR UP program is a discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP is unique from other initiatives. This program uses partnerships committed to serving students beginning no later than the seventh grade through high school graduation. GEAR UP supplements existing reform efforts, offers services that promote academic preparation and the understanding of necessary costs to attend college, provides professional development, and continuously builds capacity so that projects can be sustained beyond the term of grant.

ANALYSIS

Santa Ana College's GEAR UP partners, The Regents of the University of California and Santa Ana Unified School District, agree that the performance in the funding period of July 31, 2011 through July 30, 2012 be extended through July 30, 2013.

In addition, The Regents of the University of California will receive additional funding for GEAR UP year three to provide a summer program from \$323,000 to \$343,000 (increased by \$20,000) and agrees to reduce year four funding from \$299,001 to \$279,001 (reduced by \$20,000).

Project Administrator is Sara Lundquist. Project Director is Lilia Tanakeyowma.

RECOMMENDATION

It is recommended that the board approve the amendments and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the amendments on behalf of the district.

Fiscal Impact: None	Board Date: February 4, 2013
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**AMENDMENT ONE TO GRANT SUB-AGREEMENT BETWEEN
 RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
 SANTA ANA COLLEGE
 AND
 SANTA ANA UNIFIED SCHOOL DISTRICT**

THIS FIRST AMENDMENT is entered into this 4th day of February, 2013 by and between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Santa Ana Unified School District (hereinafter “**SAUSD**”), to amend that certain Agreement between the parties which commenced on July 31, 2011 and pertains to the grant the **RSCCD** received entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA No. 84.334A) from the U.S. Department of Education to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, **RSCCD** and **SAUSD** desire to extend the term of the Agreement, beginning July 31, 2011, and ending July 30, 2013, and

NOW THEREFORE, it is mutually agreed as follows:

1. Paragraph 1, under “TERM”, page 1, of the Agreement is amended to read as follows:
 The effective term of this Agreement shall be from the period beginning July 31, 2011 and ending July 30, 2013 and shall be in the amount of \$173,827 and subject to the provisions of this Agreement. **SAUSD** further agrees to contribute \$749,996 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

2. Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged. All obligations of the parties that would have terminated on July 30, 2012 are hereby extended to July 30, 2013.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this First Amendment to Agreement to be executed as of this 4th day of February, 2013.

RANCHO SANTIAGO COMMUNITY
 COLLEGE DISTRICT

SANTA ANA UNIFIED
 SCHOOL DISTRICT

By: _____

By: _____

Name: Peter J. Hardash
 Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

 Employer/Taxpayer Identification Number (EIN)

**AMENDMENT ONE TO GRANT SUB-AGREEMENT BETWEEN
 RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
 SANTA ANA COLLEGE
 AND
 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

THIS FIRST AMENDMENT is entered into this 4th day of February, 2013 by and between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and The Regents of the University of California on behalf of its Irvine campus (hereinafter “**UCI**”), to amend that certain Agreement between the parties which commenced on July 31, 2011 and pertains to the grant the **RSCCD** received entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA No. 84.334A) from the U.S. Department of Education to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, **RSCCD** and **UCI** desire to extend the term of the Agreement, beginning July 31, 2011, and ending July 30, 2013, and

WHEREAS, the parties desire to amend the Total Cost of the Agreement;

NOW THEREFORE, it is mutually agreed as follows:

1. Paragraph 1, under “TERM”, page 1, of the Agreement is amended to read as follows:
 The effective term of this Agreement shall be from the period beginning July 31, 2011 and ending July 30, 2013 and thereby increase the contract amount to be \$343,000 and subject to the provisions of this Agreement. **UCI** further agrees to contribute \$110,916 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).
2. Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged. All obligations of the parties that would have terminated on July 30, 2012 are hereby extended to July 30, 2013.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this First Amendment to Agreement to be executed as of this 4th day of February, 2013.

RANCHO SANTIAGO COMMUNITY
 COLLEGE DISTRICT

THE REGENTS OF THE
 UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Name: Peter J. Hardash
 Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

 Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: February 4, 2013
Re: Approval of Amendment One to Sub-award Agreement between RSCCD and The Regents of the University of California for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 - Year 4	
Action: Request for Approval	

BACKGROUND

Santa Ana College received a six-year Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) 2009 grant from the United States Department of Education. The GEAR UP program is a discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP is unique from other initiatives. This program uses partnerships committed to serving students beginning no later than the seventh grade through high school graduation. GEAR UP supplements existing reform efforts, offers services that promote academic preparation and the understanding of necessary costs to attend college, provides professional development, and continuously builds capacity so that projects can be sustained beyond the term of grant.

ANALYSIS

Santa Ana College's GEAR UP partner The Regents of the University of California agrees to reduce year four funding from \$299,001 to \$279,001 (reduce by \$20,000) in lieu of receiving additional funding from year three to promote a summer program from \$323,000 to \$343,000 (increased by \$20,000).

Project Administrator is Sara Lundquist. Project Director is Lilia Tanakeyowma.

RECOMMENDATION

It is recommended that the board approve the amendment and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the amendment on behalf of the district.

Fiscal Impact: None	Board Date: February 4, 2013
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**AMENDMENT ONE TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Agreement is entered into on the 4th day of February, 2013 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and The Regents of the University of California on behalf of its Irvine campus (hereinafter “**UCI**”).

WHEREAS, RSCCD has received a six-year grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (**GEAR UP**) **2009** (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education, for service between July 31, 2012 and July 30, 2013, to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, UCI has agreed to participate in the purpose of this grant, for the six years (2009 through 2016), and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **UCI** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2012 and ending July 30, 2013 and shall be in the amount of \$279,001 and subject to the provisions of this Agreement. **UCI** further agrees to contribute \$87,247 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension for one year beyond this current term is allowed by the expanded authority conditions identified in the Grant Award Notice, and thus is allowed under this agreement.

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **UCI** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **UCI** shall fully comply with the applicable requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this

- program in 34 CFR part 694.
- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
 - (d) All applicable State statutes, regulations, policies, procedures and directives;
 - (e) All applicable local ordinances and requirements, including use permits and licensing;
 - (f) Court orders applicable to its operation; and
 - (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **UCI** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **UCI** agrees to comply with all applicable provisions, to perform all of its proposed work, and to provide all of its proposed services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

UCI shall utilize funding provided under this Agreement to support the following:

- 1) GEAR UP Project Coordinator
- 2) Program Specialist to implement activities at each GEAR UP school
- 3) Teaching Assistants
- 4) Staff to monitor GEAR UP student data
- 5) GEAR UP motivational materials, supplemental math and ELA books
- 6) Attendance at conferences and meetings
- 7) Residential programs
- 8) Facilities, materials, and hospitality for the inter-segmental meetings.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in *Exhibit A* may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification to **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **UCI** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **UCI** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **UCI's** services, or **UCI's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall not be used for services, staff, programs or materials that would otherwise be available in the absence of such funds. Additionally, **UCI** shall not be reimbursed for rendering the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **UCI** agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **UCI** under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **UCI** pursuant to this Agreement. **UCI** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **UCI** guidelines. **UCI** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **UCI** agrees that it is the direct provider of intended services. Upon request, **UCI** shall submit to **RSCCD** copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **UCI** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **UCI** immediately and in writing. Immediately upon such notice **UCI** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **UCI's** operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **UCI** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs

incurred hereunder.

BUDGET SCHEDULE

12. **UCI** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **UCI** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **UCI** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to U.S. Department of Education.

CARRYOVER

14. **UCI** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **UCI's** use of such funds, a written statement from the **UCI** describing the ways it intends to use remaining funds may be required.

SUBMISSION OF INVOICES

15. Upon the effective date of this Agreement, **RSCCD** shall make payments to **UCI** in accordance with the following payment schedule:

- a. Payments. Beginning July 31, 2012, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **UCI's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$279,001.
- b. Invoices. One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

16. (a) Financial Management System. UCI shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. UCI's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.

(b) UCI'S Records. UCI's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:

- (1) Approved Application for Federal Assistance (*Exhibit A*);
- (2) The Education Department General Administrative Regulations (EDGAR); and
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

17. UCI shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program (GEAR UP) should be listed in their Schedule of Federal Expenditures. UCI shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the UCI.

ACCESS AND RECORDS

18. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to UCI's activities, books, documents and papers (including computer records) and to records of UCI's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring during normal business hours at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of UCI are kept. In the event UCI does not make the above-referenced documents available within the County of Orange, California, UCI agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of **UCI** and all documents related to this Agreement shall be kept available at **UCI's** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which **RSCCD** or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. **UCI** shall promptly report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal, state, and local laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

20. As a condition of this award of financial assistance under the U.S. Department of Education to **UCI** from **RSCCD**, **UCI** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **UCI** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **UCI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **UCI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **UCI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **UCI** has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, **UCI** shall, where applicable, maintain the confidential nature of information provided to it by **RSCCD** concerning participants in accordance with the requirements of federal and state laws. However, in accordance with Article 18(a), **UCI** shall provide **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, access to records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by

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UCI, costs incurred and services rendered hereunder. **RSCCD**, the U.S. Department of Education and the United States Government, or their representatives, shall also maintain confidential information provided to it concerning participants in accordance with the requirements of the federal and/or state laws.

PROPERTY

22. (a) Definitions

1. “Real Property” is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. “Equipment”:
 - a. For purchase before July 1, 1993, “equipment” is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. **UCI** shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. Notwithstanding the provisions of Article 18(b), **UCI** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property.

REPORTS

23. **UCI** will furnish reports, documents, photographs, and data, or copies of each, as reasonably requested by **RSCCD** concerning **UCI**'s activities as they affect the services hereunder. **RSCCD** shall be specific as to the nature of the information requested and allow thirty (30) days for **UCI** to respond.

INDEMNIFICATION

24. (a) **UCI** shall indemnify, hold harmless and defend **RSCCD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **UCI**'s performance of this Agreement, or any act or omission of **UCI**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **UCI** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **UCI**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **UCI** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **UCI**, its Board of Regents, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD**'s performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **UCI** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties,

including **UCI** personnel representatives. **RSCCD** shall forthwith remit all sums due **UCI**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **UCI** shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. Within thirty (30) days of the execution of this Agreement, **UCI** shall deliver certificate(s) of insurance under **UCI's** comprehensive general liability insurance policy. Upon request, **RSCCD** shall be provided a copy of said policy.

UCI shall provide workers' compensation coverage for each of its employees.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. In accordance with 34 CFR 74.36, 34 CFR 80.34, and in order for **RSCCD** to meet its obligations contained in the prime Grant No. P334A090134 with the U.S. Department of Education, **UCI** shall grant **RSCCD** a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, in the fulfillment of its obligations contained in the prime Grant No. P334A090134, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **UCI** under this Agreement and in accordance with 34 CFR 75.626, any patent application filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **UCI** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **UCI**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **UCI** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **UCI**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **UCI** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **UCI** to conduct business with a friend or associate of an executive or employee of **UCI**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of UCI, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by UCI or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. UCI shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. UCI certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), UCI certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by UCI for the purpose of appraising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **UCI** violates any of the terms and conditions of this Agreement, or if **UCI** reports inaccurately, or if any audit report makes disallowances, **UCI** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **UCI** fulfills its obligations or remedies all violations of this Agreement; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **UCI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **UCI** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved through arbitration and/or legal action.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **UCI**'s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **UCI** with written notification of such determination. **UCI** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **UCI** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

UCI: Agency Representative: Amy Kimble, Sr. Contract & Grant Officer
 Department: Office of Research Administration
 Agency: University of California, Irvine
 Address: 5171 California Ave, Suite 150
 City, State Zip: Irvine, CA 92697-7600
 Phone: (949) 824-8634

IN WITNESS WHEREOF, **RSCCD** and **UCI** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

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

By: _____
Name: _____
Title: _____
Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: October 8, 2012
Amendment One Board Approval Date: February 4, 2013

LIST OF EXHIBITS

Please use all the exhibits from Year One (except EXHIBIT A).

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: February 4, 2013
Re:	Approval of Consulting Services Contract – McCallum Group, Inc.	
Action:	Request for Approval	

BACKGROUND

The volatility of the State of California budget has a direct impact on education and the Rancho Santiago Community College District (RSCCD). It is important that the district stay informed of all activity taking place in the California State Capitol that could possible affect the district. This information will assist in guiding the district through tumultuous times.

ANALYSIS

McCallum Group is a respected firm located in Sacramento that has up-to-date knowledge about what is going on in the state’s legislature and executive office, as well as key relationships with those involved in state government. In order to effectively respond to changes that affect education and the district, it is in the best interest of the district to engage the McCallum Group to provide consulting services and weekly reports of activity in Sacramento. This will allow the district to be in a position to respond more effectively. It is proposed that these consulting services begin January 25, 2013 and extend through July 25, 2013.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Contract for Consulting Services with McCallum Group, Inc. as presented.

Fiscal Impact:	\$500/mo plus reimbursable expenses	Board Date: February 4, 2013
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor	
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CONSULTING AGREEMENT

This agreement is entered into by and between McCallum Group, Inc., 1415 L Street, Suite 720, Sacramento, California 95814, hereinafter called "Consultant," and Rancho Santiago Community College District, 2323 N Broadway, Santa Ana, CA 92706, hereinafter called "Client."

Terms and Conditions

1. Employment of Consultant

Client agrees to engage Consultant on a nonexclusive basis, and Consultant hereby agrees to undertake and perform certain consulting services commencing on January 25, 2013 and extending through July 25, 2013, unless terminated in accordance with paragraph 4 of this Agreement. Client retains Consultant as an independent contractor. Consultant and its employees are not employees of Client.

2. Scope of Services

Consultant shall perform the following services:

- Provide generally weekly e-mailed Sacramento Report to list of Client e-mail addressees.
- Provide up to 12 hours of consultation annually. This consultation could be in the form of a strategic planning session for the district, a power point presentation for your board, or consultation on the budget, facilities issues, legislators, CalSTRS issues, faculty advice, etc.

Consultant shall determine the method, details and means of performing these services. Consultant shall not lobby on Client's behalf.

3. Compensation

Client agrees to pay Consultant for its services under this contract the sum of three thousand dollars (\$3,000), which shall be payable at the rate of five hundred dollars (\$500) per month as invoiced by Consultant. In addition, if Consultant provides Client with consulting services at a location outside of Sacramento, Consultant shall be reimbursed by Client for all reasonable travel expenses, including airline tickets, car rentals, mileage, parking, tolls, hotel accommodations, and meals, as invoiced after the fact by Consultant.

If Client asks Consultant to perform services in addition to those specifically listed in paragraph 2, the parties shall negotiate for additional compensation to be paid Consultant for such additional services.

4. Termination

This Agreement may be terminated by either party for cause upon 30 days' prior written notice of termination and the reasons for termination to the other party. "Cause" shall mean any misconduct or continuing nonperformance that the terminating party determines materially impairs the purpose of the agreement.

5. Client Representative

Client shall specify, in writing, a designated representative who shall be Client's primary contact in the administration of this contract. In the absence of a designation to the contrary, Raul Rodriguez shall be Client's designated representative.

6. Miscellaneous

a) Consultant covenants that it presently has no interest, and shall have no interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Client understands that Consultant currently represents a number of other community college districts, and agrees that, in the event of a conflict between any of those districts' interests and Client's interests, Consultant will contact Client and advise it of such conflict, and of its planned action.

b) Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of Client's designated representative.

c) This agreement shall constitute the full and complete agreement between the parties, and shall supersede any prior or contemporaneous oral or written discussions or agreements.

By: _____
Patrick McCallum, President
McCallum Group, Inc.

Date _____

By: _____
Raul Rodriguez, Chancellor
Rancho Santiago Community College District

Date _____