

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, July 22, 2013
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

The mission of the Rancho Santiago Community College District is to provide quality educational programs and services that address the needs of our diverse students and communities.

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, and workforce development needs of our diverse community. Santa Ana College provides access and equity in a dynamic learning environment that prepares students for transfer, careers and lifelong intellectual pursuit in a global community.

Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, act, communicate and think critically. We are committed to maintaining standards of excellence and providing an accessible, a transferable, and an engaging education to a diverse community.

Americans with Disabilities Acts (ADA)

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

A G E N D A

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 June 17, 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.

- 1.7 Public Hearing – Notice of Intent to Dedicate an Easement and an Irrevocable Offer of Dedication to City of Santa Ana

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- Accreditation
- 2.2 Reports from College Presidents
- Accreditation
 - 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

3.0 HUMAN RESOURCES

- 3.1 Management/Academic Personnel Action
- Approval of New Job Descriptions
 - Approval of Appointments
 - Approval of Changes of Assignments
 - Approval of Interim Assignments
 - Approval of Extensions of Interim Assignments
 - Approval of End of Interim Assignments
 - Approval of Changes of Location
 - Approval of Academic Supervisory Step Increases
 - Approval of Adjusted Step Placements
 - Ratification of Resignations/Retirements
 - Approval of 2013-2014 CSEA Chapter 888 Child Development Center (CDC) Assistant Director Stipends
 - Approval of 2013-2014 CSEA Chapter 888 CDC Step Increases
 - Approval of 2013-2014 FARSCCD 192/225 Day Step Increases
 - Approval of 2013-2014 FARSCCD Athletic Coaching Stipends
 - Approval of 2012-2013 FARSCCD Contract Extension Days
 - Approval of 2013-2014 FARSCCD Contract Extension Days
 - Approval of 2013-2014 FARSCCD Coordinator Assignments
 - Approval of Rehiring of Temporary Employees per E.C. 87470
 - Approval of Column Changes
 - Approval of Leaves of Absence
 - Approval of Voluntary Workload Reductions
 - Approval of Stipends

- 3.1 Management/Academic Personnel - (cont.)
- Approval of Part-time Hourly Hires/Rehires
 - Approval of Non-paid Instructors of Record
 - Approval of Non-paid Intern Services
- 3.2 Classified Personnel Action
- Approval of New Classifications
 - Approval of Changes in Grade
 - Approval of New Appointments
 - Approval of Hourly On Going to Contract Assignments
 - Approval of Longevity Increments
 - Approval of Professional Growth Increments
 - Approval of Out of Class Assignments
 - Approval of Changes in Assignments/Locations
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of Temporary to Hourly On Going Assignments
 - Approval of Changes in Positions/Locations
 - Approval of Temporary Assignments
 - Approval of Changes in Temporary Assignments
 - Approval of Additional Hours for On Going Assignments
 - Approval of Substitute Assignments
 - Approval of Miscellaneous Positions
 - Approval of Instructional Associates/Associate Assistants
 - Approval of Community Service Presenters and Stipends
 - Approval of Volunteers
 - Approval of Student Assistant Lists and One-Time Stipends
- 3.3 Approval of Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services Action
- The administration recommends approval of authorizing the chancellor to renew the agreement with Liebert Cassidy Whitmore for management training and legal services for the 2013-2014 fiscal year.
- 3.4 Approval of Agreement with The Wright Group, Inc. Action
- The administration recommends approval of authorizing the chancellor to renew the agreement with The Wright Group, Inc. for professional services as presented.
- 3.5 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of Renewal of Nursing Program Agreement – Anaheim Regional Medical Center Action
The administration recommends approval of the renewal of the clinical affiliation agreement with Anaheim Regional Medical Center in Anaheim, California.
- *4.2 Approval of OTA Agreement Renewal – TheraGen, LLC Action
The administration recommends approval of the agreement with TheraGen, LLC in Newport Beach, California.
- *4.3 Approval of New OTA Agreement – Extended Care Hospital of Westminster Action
The administration recommends approval of the agreement with Extended Care Hospital of Westminster in Westminster, California.
- *4.4 Approval of Blackboard Training for Distance Education Action
The administration recommends approval of the contract to provide Blackboard training services for distance education.
- *4.5 Approval of Santa Ana College (SAC) Community Services Program – Fall 2013 Action
The administration recommends approval of the proposed SAC Community Services Program for Fall 2013.
- *4.6 Approval of Santiago Canyon College (SCC) Community Services Program – Fall 2013 Action
The administration recommends approval of the proposed SCC Community Services Program for Fall 2013.
- *4.7 Approval of Workforce Investment Act Individual Training Account (WIA ITA) Training Provider Services, First Amendment to Agreement #12-28-629648 Action
The administration recommends approval of the Workforce Investment Act Individual Training Account Training Provider Services, First Amendment, to extend the end date from June 30, 2013, to June 30, 2014.

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 2013-2014 Proposed Adopted Budget Assumptions Action
The administration recommends approval of the updated budget assumptions for the 2013-2014 fiscal year as presented.

- *5.3 Approval of Consulting Services – The Dolinka Group Action
The administration recommends approval of the redevelopment consulting services of The Dolinka Group as presented.
- *5.4 Award to Renew Independent Audit Contract – Vavrinek, Trine, Day & Co. LLP Action
The administration recommends approval of the contract renewal with Vavrinek, Trine, Day & Co., LLP for auditing services for the 2012-2013 fiscal year audit and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.
- *5.5 Approval of Student Fee Tax Credit Reporting Service – Xerox Education Services, Inc. Action
The administration recommends approval of the agreement with Xerox Education Services, Inc. for the 2013-2014 fiscal year and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services to execute the agreement and any extensions if necessary as presented.
- *5.6 Approval of Lease Agreement with Jug Media Network Action
The administration recommends approval of the lease agreement with Jug Media Network and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.
- *5.7 Approval of Amendment to Commercial Lease Agreement between Ontario Chamber of Commerce and Rancho Santiago Community College District (RSCCD) and its Center for International Trade Development Action
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.
- *5.8 Approval of Purchase and Sale Agreement for Real Property Located at Southeast Corner of Bristol and 17th Street in Santa Ana, California Action
The administration recommends approval of the Purchase and Sale Agreement for Real Property located at the Southeast corner of Bristol and 17th Street in Santa Ana, California as presented.
- 5.9 Adoption of Resolution No. 13-26 – Authorizing the Dedication of Easement and Irrevocable Offer of Dedication to City of Santa Ana Action
The administration recommends adoption of Resolution No. 13-26 to execute deeds of dedication or conveyance for the Easement and Irrevocable Offer of Dedication to the City of Santa Ana as presented.

- *5.10 Approval of Change Order #3 for Bid #1180 – Perimeter Site Improvements for Santa Ana College (SAC) Action
The administration recommends approval of change order #3 for Bid #1180 for WoodCliff Corporation perimeter site improvements at SAC as presented.
- *5.11 Approval of Change Order #8 for Bid #1179 – New Soccer Field and Sports Facilities at Santa Ana College Action
The administration recommends approval of change order #8 for Bid #1179 for Los Angeles Engineering Inc. for the soccer field and football facilities at SAC as presented.
- *5.12 Approval of Notice of Completion for Bid #1179 – New Soccer and Sports Facilities at Santa Ana College Action
The administration recommends approval of the Notice of Completion for the new soccer field and sports facilities at SAC as presented.
- *5.13 Adoption of Resolution No. 13-27 – Landscaping for Humanities Building at Santiago Canyon College (SCC) Action
The administration recommends adoption of Resolution No. 13-27 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Humanities building at SCC as presented.
- *5.14 Approval of Resolution No. 13-28 – Concrete for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 13-28 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Humanities building at SCC as presented.
- *5.15 Adoption of Resolution No. 13-29 – Plumbing for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 13-29 for Interpipe Construction, Inc. for Bid #1140 for plumbing for the Humanities building at SCC as presented.
- *5.16 Approval of Additional Testing Services for Humanities Building at Santiago Canyon College Action
The administration recommends approval of the additional testing services for the Humanities building at SCC as presented.
- *5.17 Approval of Awarding Bid #1213 – Building “D” Re-Roofing at Santiago Canyon College Action
The administration recommends approval of awarding Bid #1213 for Santiago Canyon College Building “D” re-roofing to Sylvester Roofing Company Inc. as presented.

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

- *5.18 Approval of Change Order #10 for Bid #1138 – Structural Steel for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #10 for Bid #1138 for Blazing Industrial Steel Inc. for structural steel for the Humanities building at SCC as presented.
- *5.19 Approval of Change Order #16 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #16 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.
- *5.20 Approval of Change Order #10 for Bid #1141 – HVAC for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #10 for Bid #1141 for West Tech Mechanical for HVAC for the Humanities building at SCC as presented.
- *5.21 Approval of Change Order #1 for Bid #1142 – Fire Suppression for Humanities Building 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 Humanities building at SCC as presented.
- *5.22 Approval of Change Order #7 for Bid #1144 – Roofing for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #7 for Bid #1144 for Troyer Contracting Company for roofing on the Humanities building at SCC as presented.
- *5.23 Approval of Change Order #2 for Bid #1148 – Flooring for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1148 for Continental Flooring, Inc., for flooring on the Humanities building at SCC as presented.
- *5.24 Approval of Agreement with Outsource Technical for Programming & Technical Services Action
The administration recommends approval of the Outsource Technical Service Agreement for Programming and Technical Services for the 2013-2014 fiscal year as presented.

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

- *5.25 Approval of Change Order #4 for Bid #1183 – IES Commercial, Inc. for District-wide Video Surveillance Security System Action
The administration recommends approval of change order #4 for Bid #1183 for IES Commercial, Inc. for the district-wide video surveillance security system as presented.
- *5.26 Approval of Change Order #5 for Bid #1183 – IES Commercial, Inc. for District-wide Video Surveillance Security System Action
The administration recommends approval of change order #5 for Bid #1183 for IES Commercial, Inc. for the district-wide video surveillance security system as presented.
- *5.27 Approval of Change Order #6 for Bid #1183 – IES Commercial, Inc. for District-wide Video Surveillance Security System Action
The administration recommends approval of change order #6 for Bid #1183 for IES Commercial, Inc. for the district-wide video surveillance security system as presented.
- *5.28 Approval of Notice of Completion for District-wide Video Surveillance Security System Action
The administration recommends approval of the Notice of Completion for the district-wide video surveillance security system as presented.
- *5.29 Approval of Release and Waiver Agreement – IES Commercial, Inc. for District-wide Video Surveillance Security System Action
The administration recommends approval of the Release and Waiver agreement with IES Commercial, Inc. for the district-wide video surveillance security system as presented.
- *5.30 Ratification of Agreement with Ellucian for Annual Maintenance of Mobile Software Action
The administration recommends ratification of the agreement with Ellucian for the annual maintenance of the mobile software at a cost of \$16,000 as presented.
- *5.31 Approval of Bid #1212 – EMC Avamar Hardware and Software Maintenance Action
The administration recommends accepting the bid and approval of awarding Bid #1212 – EMC Avamar Hardware and Software Maintenance to Thomas Galloway Corporation dba Technologent and any future renewals a presented.

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

- *5.32 Approval of Kern High School District Bid #2423 for Rental of Relocatable Modular Classrooms Action
The administration recommends approval of RSCCD's use of Kern High School District Bid #2423 for the rental of relocatable modular classrooms including extensions and for future projects districtwide as presented.
- *5.33 Approval of Los Alamitos Unified School District Bid #2010-001 Purchase of Temporary Portable Buildings Action
The administration recommends approval of RSCCD's use of Los Alamitos Unified School District Bid #2010-001 for the purchase of temporary portable buildings including extensions and for future projects district-wide as presented.
- *5.34 Approval of Independent Contractors Action
The administration recommends approval of the following independent contractor: Topgallant Group LLC for consulting services to assist in the Workforce Innovation Partnerships (WIP) grant to include development of curriculum for new media, multimedia and entertainment; facilitation of industry skills panel and new media roundtables; and outreach, promotion and recruitment of students and teachers. Dates of service are July 23, 2013, through December 31, 2013. The fee is estimated at \$16,000.
- *5.35 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period May 30, 2013, through June 29, 2013.
- *5.36 Approval of Agreement for Special Services – Atkinson, Andelson, Loya, Ruud & Romo Action
The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Atkinson, Andelson, Loya, Ruud & Romo for the period of July 1, 2013, through June 30, 2014, as presented.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- Basic Skills Initiative (SAC/SCC) - *Augmentation* \$ 41,894
 - Career and Technical Education Act (CTEA) Title I-B - Vocational Research and Accountability Advisory Committee (SCC) \$ 38,000

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

*6.1	<u>Approval of Resource Development Items</u> – (cont.)	
	- Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC)	\$1,465,613
	- College Assistance Migrant Program (CAMP) – Year 2 (SCC)	\$ 414,219
	- Deputy Sector Navigator – Global Trade & Logistics (District)	\$ 300,000
	- Deputy Sector Navigator – Information & Communication Technologies (ICT)/Digital Media (District)	\$ 300,000
	- Deputy Sector navigator – Retail Hospitality/Tourism/ Learn and Earn (District)	\$ 300,000
	- Deputy Sector Navigator – Small Business (District)	\$ 300,000
	- Industry Driven Regional Collaborative (SCC)	\$ 17,000
	- Math, Engineering and Science Achievement (MESA) Program (SAC)	\$ 50,500
	- Santa Ana Middle College High School (SAC)	\$ 99,000
	- SBDC – Union Bank Small Business Technical Assistance Program (District)	\$ 45,000

*6.2 Approval of Second Amendment to Sub-award Agreement between RSCCD and The Regents of the University of California and First Amendment to Sub-award Agreement between RSCCD and SAUSD for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 – Year 4 Action

The administration recommends approval of the amendments 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 Adoption of Resolution No. 13-30 – California Department of Education (CSPP-3331) Action

The administration recommends adoption of the contract resolution with the California Department of Education and authorization be given to the chancellor or his designee to sign the contract on behalf of the district.

*6.4 Adoption of Resolution No. 13-31 – California Department of Education (CCTR-3163) Action

The administration recommends adoption of the contract resolution with the California Department of Education and authorization be given to the chancellor or his designee to sign the contract on behalf of the district.

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

6.5 First Reading of Revised Board Policies Information

The following policies are presented for first reading as an informational item:

- BP 2365 Recording
- BP 2410 Setting Policy BP 2510 Participation in Local Decision Making
- BP 3100 Organization Structure ~~BP2114~~
- BP 3200 Accreditation ~~BP7100~~
- BP 3250 Institutional Planning ~~BP7200~~
- BP 3280 Grants ~~BP3207~~
- BP 3300 Public Records ~~BP3106~~
- BP 3310 Records Retention and Destruction ~~BP3105~~
- BP 3406 Sustainable Practices
- BP 3420 Equal Employment Opportunity ~~BP4104~~
- ~~Deletion of Americans With Disabilities Act BP4121~~
- BP 3430 Prohibition of Harassment (new)
- BP 3440 Service Animals ~~BP1370~~
- BP 3500 District Safety ~~BP3517~~
- BP 3501 Campus Security and Access ~~BP1340~~
- BP 3505 Emergency Response Plan ~~BP7400~~
- ~~Deletion of BP6114 Emergencies~~
- BP 3510 Workplace Violence Plan ~~BP3522~~
- BP 3515 Reporting of Crimes ~~BP3521~~
- BP 3518 Child Abuse Reporting (new)
- BP 3520 Local Law Enforcement
- BP 3530 Weapons on Campus
- BP 3540 Sexual and Other Assaults on Campus
- BP 3550 Drug Free Environment and Drug Prevention Program ~~BP3523~~
- BP 3560 Alcoholic Beverages ~~BP3212~~
- BP3570 Smoking on Campus ~~BP7010~~
- BP3600 Auxiliary Organizations ~~Services and RSC Foundation Transferring of Funds BP3221~~
- ~~Deletion of BP3222 Auxiliary Services Accounting Systems and Internal Control~~
- ~~Deletion of BP3227 RSCCD Foundations~~
- BP 3710 Securing of Copyright (new)
- BP 3715 Intellectual Property ~~Rights BP7002~~
- BP 3720 ~~Information Resource~~ Computer and Network Use ~~BP7000~~
- BP 3810 ~~Claims and Actions~~ Against the District ~~BP4602~~
- BP 3900 Speech: Time, Place, and Manner ~~Free Expression BP5420~~
- ~~Deletion of BP1230 Volunteers~~
- ~~Deletion of BP1312 Complaints by Citizens Against District Employees BP1312~~
- ~~Deletion of BP1314 Drives For Money, Food, or Clothing~~
- ~~Deletion of BP1360 Public Statements~~
- ~~Deletion of BP4134 Children (Minors) on Campus~~
- ~~Deletion of BP4605 Personal Property~~
- ~~Deletion of BP4606 Use of District Equipment~~

- 6.6 Appointment of RSCCD Community Representative (2013-2014) to Orange County Community Colleges Legislative Task Force (OCCCLTF) Action
It is recommended that the board select a community representative to serve on the 2013-2014 task force.
- 6.7 Reports from Board Committees Information
 - Board Facilities Committee
 - Board Legislative Committee
 - Board Policy Committee
- 6.8 Board Member Comments Information
- 6.9 Approval of Board Legislative Committee Recommendations Action

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. Educational Administrator Appointments
 - (1) Director
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 1609-1631 North Bristol Street, Santa Ana, California
1240 West 17th Street, Santa Ana, California
1612 Louise Street, Santa Ana, California

Negotiating Parties: Danforth Holdings, LLC
Under Negotiation: Price and Terms of Payments

6. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Union Organizations: Los Angeles-Orange County Building and Construction Trades Council
Craft Unions
Carpenters Union

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 of the Board of Trustees will be held on August 19, 2013.

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

Board of Trustees (Regular meeting)

Monday, June 17, 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, Mr. Phillip Yarbrough, and Mr. Luis Correa.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Correa, 2013-2014 Student Trustee, Rancho Santiago Community College District (RSCCD).

1.3 Administration of Oath of Allegiance to Luis A. Correa, 2013-2014 Student Trustee

Senator Lou Correa administered the Oath of Allegiance to his son, Mr. Luis A. Correa. The board welcomed him as the 2013-2014 student trustee.

1.4 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez, and carried unanimously to approve an addendum and revised page for Item 3.1 (Management/Academic Personnel), an addendum for Item 3.2 (Classified Personnel), and removal of Item 5.3 (2013-2014 Tentative Budget) from the Consent Calendar.

1.5 Public Comment

Mr. Travis Winsor spoke in support of the district negotiating a Project Labor Agreement.

1.6 Approval of Minutes

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to approve the minutes of the meeting held May 20, 2013.

1.7 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, 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 5.4** (Five Year Construction Plan [2015-2019]; Initial Project Proposals for Santa Ana College [SAC] – Library, Vocational Technology Complex; Santiago Canyon College [SCC] – Student Services Building, and Final Project Proposal for Fine and Performing Arts Complex Replacement at SAC) and **Item 5.9** (Resolution No. 13-25 – Notice of Intent to Dedicate an Easement and Irrevocable Offer of Dedication to City of Santa Ana) removed from the Consent Calendar by Ms. Alvarez; **Item 5.6** (Consulting Services Agreement – Facilities Planning and Consulting Services) and **Item 5.7** (Consulting Services Agreement – Facilities Planning and Program Services, Inc.) removed from the Consent Calendar by Ms. Alvarez and Mr. Solorio; **Item 5.5** (Architect Services Agreement with Westberg+White - Proposal for RSCCD - District Office Interior Lighting Energy Audit), **Item 5.10** (Architect Services Agreement with Westberg+White - Phase 2, Central Plant Construction Documentation Services and Campus-wide Infrastructure Replacement Project at SAC), and **Item 5.11** (Architect Services Agreement with Westberg+White - Proposal for Campus-wide Interior Lighting Energy Audit at SAC) removed from the Consent Calendar by Mr. Solorio; and **Item 5.22** (Bid #1209 – Janitorial Services – District Office and Digital Media Center) removed from the Consent Calendar by Mr. Hanna. (Note: **Item 5.3** [2013-2014 Tentative Budget] removed from the Consent Calendar during approval of Item 1.4.)

4.1 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training

The board approved the instructional agreement with SER, Jobs for Progress, Inc. for the 2013-2014 program year.

4.2 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training

The board approved the instructional agreement with SER, Jobs for Progress, Inc. for the 2013-2014 program year.

4.3 Approval of New OTA Agreement – Therapy Specialists

The board approved the agreement with Therapy Specialists in San Diego, California.

4.4 Approval of OTA Agreement Renewal – The Children’s Therapy Center

The board approved the agreement with The Children’s Therapy Center in Garden Grove, California.

1.7 Approval of Consent Calendar – (cont.)

- 4.5 Approval of Nursing Program and OTA Agreement – Kaiser
The board approved the clinical affiliation agreement with Kaiser Foundation Hospitals.
- 4.6 Approval of Fire Technology Agreement Renewal – State of California, Department of Parks and Recreation
The board approved the agreement renewal with the State of California, Department of Parks and Recreation in San Clemente, California.
- 4.7 Approval of Affiliation Contract with Quick CAPTION
The board approved the affiliation agreement with Quick CAPTION for real time captioning services from July 1, 2013, through June 30, 2016.
- 4.8 Approval of Affiliation Contract with CRC Interpreting Services, Inc.
The board approved the affiliation agreement with CRC Interpreting Services, Inc. for sign language interpreter services from July 1, 2013, to June 30, 2016.
- 4.9 Approval of Amendment to Lease for SAC ARTS Gallery Space at Santora Building, Santa Ana
The board approved the amendment to the lease agreement for the SAC ARTS gallery space in the Santora Building in Santa Ana.
- 4.10 Approval of California/Nevada Training Trust Master Cost Agreement
The board approved the Master Cost Agreement with the California/Nevada Training Trust for 2013-2014 as presented.
- 4.11 Approval of Metropolitan Water District of Southern California Master Cost Agreement
The board approved the Master Cost Agreement with Metropolitan Water District of Southern California for 2013-2014 as presented.
- 4.12 Approval of Orange County Electrical Training Trust Master Cost Agreement
The board approved the Master Cost Agreement with Orange County Electrical Training Trust for 2013-2014 as presented.
- 4.13 Approval of Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement
The board approved the Master Cost Agreement with Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Trust for 2013-2014 as presented.
- 4.14 Approval of JTS Services Master Cost Agreement
The board approved the Master Cost Agreement with JTS Services for 2013-2014 as presented.

1.7 Approval of Consent Calendar – (cont.)

- 4.15 Approval of Operating Engineers Training Trust JATC Master Cost Agreement
The board approved the Master Cost Agreement with the Electrical Training Trust Joint Apprenticeship and Training Committee for 2013-2014 as presented.
- 4.16 Approval of Agreement with The Center Orange County
The board approved the agreement with The Center Orange County in Santa Ana, California.
- 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 May 2013.
- 5.8 Approval of Lease – St. Peter Evangelical Lutheran Church
The board approved the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.
- 5.12 Approval of Awarding Bid #1197 – Resurfacing of Parking Lots 6 and 8 at Santa Ana College
The board approved awarding Bid #1197 for resurfacing of parking lots 6 and 8 at SAC to Haitbrink Asphalt Paving, Inc. as presented.
- 5.13 Approval of Change Order #2 for Bid #1180 – Perimeter Site Improvements for Santa Ana College
The board approved change order #2 for Bid #1180 for WoodCliff Corporation perimeter site improvements at SAC as presented.
- 5.14 Approval of Architect Services Agreement with Westberg+White - Proposal for Campus-wide Interior Lighting Energy Audit at Santiago Canyon College
The board approved the architect services agreement with Westberg+White for the campus-wide interior lighting energy audit at SCC for \$63,600 plus reimbursable expenses not to exceed \$1,000 as presented.
- 5.15 Approval of Awarding Bid #1211 – Resurfacing of Parking Lots 2, 3, 4, and 5 at Santiago Canyon College
The board approved awarding Bid #1211 for resurfacing of parking lots 2, 3, 4, and 5 at SCC to Bostick Company, Inc. as presented.
- 5.16 Approval of Notice of Completion for Bid #1134 – Landscaping for Loop Road Extension at Santiago Canyon College
The board approved the Notice of Completion for landscaping for the Loop Road Extension at SCC as presented.

1.7 Approval of Consent Calendar – (cont.)

5.17 Approval of Notice of Completion for Bid #1138 – Steel and Metals for Loop Road Extension at Santiago Canyon College

The board approved the Notice of Completion for steel and metals for the Loop Road Extension at SCC as presented.

5.18 Approval of Notice of Completion for Bid #1140 – Plumbing for Athletic/Aquatic Complex at Santiago Canyon College

The board approved the Notice of Completion for plumbing for the Athletic/Aquatic complex at SCC as presented.

5.19 Approval of Notice of Completion for Bid #1150 – Pool for Athletic/Aquatic Complex at Santiago Canyon College

The board approved the Notice of Completion for the construction of the pool for the Athletic/Aquatic complex at SCC as presented.

5.20 Approval of Sub-Agreements between RSCCD and Opportunity Development Enterprises, LLC

The board approved the grant sub-agreement with Opportunity Development Enterprises, LLC, and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the agreement on behalf of the district.

5.21 Approval of 2013-2014 Contract Listing

The board approved the 2013-2014 contract listing as presented.

5.23 Approval of CMAS Contract #4-01-56-0006A to The Garland Company, Inc.

The board approved the district's participation in CMAS contract #4-01-56-0006A including renewals, extensions and supplements awarded to The Garland Company, Inc. as presented.

5.24 Approval of Purchase Orders

The board approved the purchase order listing for the period May 5, 2013, through May 29, 2013.

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:

- Child Development Training Consortium (SAC/SCC) - *Augmentation* \$ 3,750
- Cooperative Agencies Resources for Education (CARE) (SCC) – *Augmentation* \$ 2,000
- Disabled Students Programs & Services (DSPS) (SCC) - *Augmentation* \$ 2,662
- Extended Opportunity Programs & Services (EOPS) (SCC) – *Augmentation* \$ 1,393
- Kaleidoscope Project II (SAC) \$ 14,000

1.7 Approval of Consent Calendar – (cont.)

6.1 Approval of Resource Development Items – (cont.)

- NOCCCD – Digital Media Support Grant (SAC)	\$ 2,500
- SBA/CSUF - SBDC 2012 One-Time Funds (District)	\$ 14,982
- SBA/CSUF Jobs Act CITD (District) – <i>Adjustment</i>	-\$ 80,000
- SBA/CSUF Jobs Act SBDC (District) - <i>Augmentation</i>	\$ 80,000
- Career and Technical Education Act (CTEA) Transitions	\$ 88,050
- Information Communications Technology (ICT)/Digital Media Sector Navigator (District)	\$372,500
- Job Development, Training, and Placement Program for the Disabled – Workability III (SAC) – Year 2	\$379,125
- Los Angeles/Orange County Regional Consortium (SCC)	\$370,000

1.8 Public Hearing – 2013-2014 Tentative Budget

There were no public comments.

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. Luis Correa, Student Trustee, provided a report to the board.

2.4 Reports from Student Presidents

Mr. Yuh Hwan Ko, Student President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana College.

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Michael DeCarbo, Academic Senate Vice President, Santiago Canyon
College

Mr. Raymond Hicks, Academic Senate President, Santa Ana College

2.6 Informational Presentation on Five Year Construction Plan, Initial Project Proposals,
and Final Project Proposals

Ms. Deborah Shepley provided an information presentation on the Five Year
Construction Plan, Initial Project Proposals, and Final Project Proposals.

Mr. Yarbrough left the meeting at this time due to a family emergency.

2.7 Informational Presentation on 2013-2014 Tentative Budget

Mr. Peter Hardash provided an informational presentation on the 2013-2014 tentative
budget to the board.

Ms. Mendoza Yanez left the meeting at this time and returned after Item 5.4.

3.0 HUMAN RESOURCES

Items 3.1, 3.2, and 3.4 were considered after Closed Session.

3.3 Approval of Employee Calendar 2013-2014

It was moved by Ms. Alvarez, seconded by Mr. Solorio, and carried unanimously
(Ms. Mendoza Yanez absent) to the 2013-2014 Employee Calendar.

3.5 Approval of Fringe Benefit Providers for Fiscal Year 2013-2014

It was moved by Mr. Solorio, seconded by Ms. Alvarez, and carried unanimously
(Ms. Mendoza Yanez absent) to approve the renewal of insurance programs at the
negotiated rates and authorize the chancellor or his designee to enter into appropriate
agreements with Anthem Blue Cross (PPO/HMO), MetLife Basic Life Insurance,
MetLife Voluntary Life Insurance, Anthem Blue Cross Voluntary Vision, AFLAC,
MetLife, American Fidelity and United Pet Care for the 2013-2014 fiscal year.

3.6 Approval of 2013-2014 Employee Assistance Program Plan

It was moved by Ms. Alvarez, seconded by Mr. Solorio, and carried unanimously
(Ms. Mendoza Yanez absent) to authorize the services of Health Advocate as the
district's Employee Assistance Provider for 2013-2014.

4.0 INSTRUCTION

All items were approved as part of Item 1.7 (Consent Calendar).

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, 5.8, 5.12 through 5.21, 5.23, and 5.24 were approved as part of Item 1.7 (Consent Calendar).

5.3 Approval of 2013-2014 Tentative Budget

It was moved by Mr. Labrado, seconded by Mr. Hanna, and carried unanimously (Ms. Mendoza Yanez absent) to approve the 2013-2014 proposed Tentative Budget as presented.

5.4 Approval of Five Year Construction Plan (2015-2019); Initial Project Proposals for Santa Ana College (SAC) – Library (LRC), Vocational Technology Complex; Santiago Canyon College (SCC) – Student Services Building, and Final Project Proposal for Fine and Performing Arts Complex Replacement at Santa Ana College

It was moved by Mr. Labrado and seconded by Mr. Hanna to approve the Five Year Construction Plan (2015-2019): Initial Project Proposals for Santa Ana College – Library (LRC), Vocational Technology Complex, Santiago Canyon College – Student Services Building, and the Final Project Proposal for the Fine and Performing Arts Complex Replacement at Santa Ana College as presented. Discussion ensued. The motion carried unanimously (Ms. Mendoza Yanez absent).

Ms. Mendoza Yanez returned to the meeting at this time.

5.5 Approval of Architect Services Agreement with Westberg+White - Proposal for RSCCD - District Office Interior Lighting Energy Audit

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the architect services agreement with Westberg+White for the interior lighting energy audit at RSCCD - District Office for \$21,500 plus reimbursable expenses not to exceed \$1,000 as presented. Discussion ensued. The motion carried unanimously.

5.6 Approval of Consulting Services Agreement – Facilities Planning and Consulting Services

It was moved by Ms. Mendoza Yanez and seconded by Mr. Labrado to approve the consulting services agreement for Facilities Planning & Consulting Services through June 30, 2014, as presented. Discussion ensued. The motion carried unanimously.

5.7 Approval of Consulting Services Agreement – Facilities Planning and Program Services, Inc.

It was moved by Mr. Labrado and seconded by Ms. Mendoza Yanez to approve the consulting services agreement for Facilities Planning & Program Services, Inc. for the period of July 1, 2013, through June 30, 2014, as presented. Discussion ensued.

It was moved by Mr. Hanna and seconded by Mr. Solorio to postpone action on this item until the July 22nd meeting. (No vote was taken on this motion.)

Discussion ensued. The motion carried with one nay vote from Mr. Solorio to approve the consulting services agreement for Facilities Planning & Program Services, Inc. for the period of July 1, 2013, through June 30, 2014, as presented.

5.9 Adoption of Resolution No. 13-25 – Notice of Intent to Dedicate an Easement and Irrevocable Offer of Dedication to City of Santa Ana

It was moved by Ms. Alvarez and seconded by Mr. Solorio to adopt Resolution No. 13-25 which gives Notice of Intent to Grant Easements to the City of Santa Ana and irrevocable offer of dedication to the City of Santa Ana, and schedule a public hearing regarding this resolution for July 22, 2013. Discussion ensued. The motion carried unanimously.

5.10 Approval of Architect Services Agreement with Westberg+White - Phase 2, Central Plant Construction Documentation Services and Campus-wide Infrastructure Replacement Project at Santa Ana College

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the architect services agreement with Westberg+White for Phase 2, Central Plant Construction Documentation Services and the Campus-wide Infrastructure Replacement Project at SAC as presented. Discussion ensued. The motion carried with one nay vote from Mr. Solorio.

5.11 Approval of Architect Services Agreement with Westberg+White - Proposal for Campus-wide Interior Lighting Energy Audit at Santa Ana College

It was moved by Ms. Alvarez and seconded by Mr. Solorio to approve the architect services agreement with Westberg+White for the campus-wide interior lighting energy audit at SAC for \$72,100 plus reimbursable expenses not to exceed \$1,000 as presented. Discussion ensued. The motion carried unanimously.

5.22 Approval of Bid #1209 – Janitorial Services – District Office and Digital Media Center

It was moved by Ms. Mendoza Yanez and seconded by Mr. Labrado to accept and approve awarding Bid #1209 to Pacific Building Care, Inc., dba Commercial Cleaning Systems for janitorial services including renewals as presented. Discussion ensued. The motion failed with the following vote: Aye - Ms. Alvarez, Ms. Barrios, and Ms. Mendoza Yanez; Nay – Mr. Hanna, Mr. Labrado, and Mr. Solorio.

6.0 GENERAL

Item 6.1 was approved as part of Item 1.7 (Consent Calendar).

6.2 Reports from Board Committees

Since discussion took place at the board meeting regarding facilities items, Mr. Labrado did not find it necessary to provide a report to the board on the June 13, 2013, Board Facilities Committee meeting.

6.3 Board Member Comments

Mr. Solorio reviewed the list of proposed projects with remaining Measure E dollars and asked that the list of Measure E Projects Cost Summary report be provided to board members.

Mr. Hanna and Ms. Barrios expressed appreciation to the college presidents on the colleges' recent commencements.

Mr. Hanna provided a report on the recent Community College League of California Advisory Committee on Legislation meeting.

Ms. Alvarez expressed concern regarding Measure E funds being proposed to renovate the Orange Education Center and asked that the remaining projects for Measure E funds be reviewed to use on SAC projects.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:45 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Dean
 - (2) Director

2. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. 13-10379 DP

3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)

4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579

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

6. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 1609-1631 North Bristol Street, Santa Ana, California
1240 West 17th Street, Santa Ana, California
1612 Louise Street, Santa Ana, California
Negotiating Parties: Danforth Holdings, LLC
Under Negotiation: Price and Terms of Payments

7. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Union Organizations: Los Angeles-Orange County Building and Construction Trades Council
Craft Unions
Carpenters Union

Mr. Hanna left the meeting during closed session.

RECONVENE

The board reconvened at 9:10 p.m.

Closed Session Report

Mr. Labrado reported the board discussed the aforementioned items; ratified a Tolling Agreement between RSCCD and GKK pursuant to counsel recommendation; and the board voted unanimously (Mr. Hanna and Mr. Yarbrough absent) to terminate Mr. Kevin Clarke, Bookstore Storekeeper, and release LaTonya Young, Student Services Specialist, from probation.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

Items 3.3, 3.5, and 3.6 were considered after Item 2.7.

3.1 Management/Academic Personnel

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

- Approve Interim 2013-2014 Cabinet Salary Schedule
- Approve Interim 2013-2014 Management Salary Schedule
- Approve Interim 2013-2014 Administrative/Academic Supervisory Step Increases
- Approve Interim 2013-2014 Classified Supervisory/Confidential Step Increases
- Approve Employee Agreements
- Approve Appointments

3.1 Management/Academic Personnel – (cont.)

- Approve Interim to Permanent Assignments
- Approve Interim Assignments
- Approve Extension of Interim Assignments
- Approve Return to Regular Assignments
- Approve Interim 2013-2014 FARSCCD 175 Day Contract Salary Schedule
- Approve Interim 2013-2014 FARSCCD 192 Day Contract Salary Schedule
- Approve Interim 2013-2014 FARSCCD 225 Day Contract Salary Schedule
- Approve Interim 2013-2014 FARSCCD Credit Summer Salary Schedule
- Approve Interim 2013-2014 FARSCCD Non-credit Summer Salary Schedule
- Approve Interim 2013-2014 FARSCCD Part-time/Beyond Contract Salary Schedule
- Approve Interim 2013-2014 CEFA Part-time Salary Schedule
- Approve Interim 2013-2014 CSEA 888 Full-time Contract Salary Schedule
- Approve Interim 2013-2014 CSEA 888 Hourly Contract Salary Schedule
- Approve Adjusted End Date for 2012-2013 Contract Extension Days
- Approve CSEA 888 Voluntary Workload Reduction Requests
- Approve Leaves of Absence
- Approve Adjusted Dates for Leaves of Absence
- Approve Stipends
- Approve Adjusted Effective Dates of Hire
- Approve Part-time Hourly Column Changes
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

3.2 Classified Personnel

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

- Approve 2013-2014 CSEA Interim Salary Schedule
- Approve 2013-2014 Miscellaneous Salary Schedule
- Approve 2013-2014 CSEA Step Increases
- Approve Revised Job Descriptions
- Approve New Appointments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Positions
- Approve Voluntary Furloughs
- Approve Leaves of Absence
- Approve Temporary to Hourly On Going Assignments
- Approve Correct Salary Placements
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers

3.4 Rejection of Claim

It was moved by Mr. Yarbrough, seconded by Mr. Solorio, and carried unanimously to authorize the chancellor or his designee to reject claim #13-10379 DP on behalf of the district.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on July 22, 2013.

There being no further business, Ms. Barrios declared this meeting adjourned at 9:11 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: July 22, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

July 22, 2013

REVISED PAGE

MANAGEMENT

New Job Description/Attachment #1

Director, Continuing Education Support Services
Classified Supervisory
Grade H

Appointment

Linnell, Janneth
Executive Director, Child Development
Services
District Office

Tentative Effective: August 5, 2013
Salary Placement: E-1 \$93,706.57

Lyle, Phillip
Director, Network & Communications
Information Technology Services
District Office

Effective: July 29, 2013
Salary Placement: D-7 \$131,686.45/Year

Shaw, Lynn
Director, Workforce Education
Business & Career Technical
Education Division
Santiago Canyon College

Effective: July 8, 2013
Salary Placement: C-1 \$57.81/Hour

Changes of Assignment

Birk, John
To: Director, Information Systems
Human Resources
District Office

Effective: June 18, 2013
From: Director, Computer Programming
Information Technology Services
Salary Placement: D-7 \$131,686.45

Castellon, Maria
To: Director I
CEC Child Development Center/100%
Child Development Services
District Office

Effective: July 1, 2013
From: CEC Child Development Center/50%/
SAC East Child Development Center/50%
Salary Placement: L-3 \$69,027.60/Year

Interim Assignment

Winter, Alistair
Director, District Safety & Security
Business Operations & Fiscal Services
District Office

Effective: August 1 – December 31, 2013
Salary Placement: G-1 \$81,985.59/Year

MANAGEMENT (CONT'D)

Extensions of Interim Assignment

Carrera, Cheryl
Interim Dean, Science, Math &
Health Sciences Division
Santa Ana College

Effective: July 1, 2013 – June 30, 2014
Salary Placement: B-2 \$125,440.16/Year

Kennedy, James
Interim Vice President
CEC Continuing Education Division
Santa Ana College

Effective: July 1, 2013 – June 30, 2014
Salary Placement: A-5 \$150,731.50

Womack, Melinda
Interim Dean, Arts, Humanities &
Social Sciences Division
Santiago Canyon College

Effective: July 1 – August 16, 2013
Salary Placement: B-3 \$130,461.69/Year

End Interim Assignment

Birk, John
Project Manager
Human Resources
District Office

Effective: June 17, 2013

Change of Location

O'Neill, Mary
Director I
Child Development Services
District Office

Effective: July 1, 2013
From: OEC Child Development Center
To: SAC East Child Development Center

Academic Supervisory Step Increase

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

Effective: July 1, 2013
Salary Placement: L-2 \$65,732.99

Adjusted Step Placement

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

Effective: July 1, 2013
From: O-2 \$ 57,478.10
To: O-1 \$54,746.88

MANAGEMENT (CONT'D)

Ratifications of Resignation/Retirement

Chin, Albert
Director, District Safety & Security
Business Operations & Fiscal Services
District Office

Effective: December 31, 2013
Reason: Retirement

Odum, Darryl
Director, District Construction &
Support Services
Business Operations & Business Services
District Office

Effective: July 15, 2013
Reason: Retirement

Tucker, Dee
Executive Director, Child Development
Services
District Office

Effective August 9, 2013
Reason: Retirement

Turner, Sylvia
Dean, Fine & Performing Arts Division
Santa Ana College

Effective: July 31, 2013
Reason: Retirement

FACULTY

2013/2014 CSEA Chapter 888 CDC Assistant Director Stipends/Attachment #2

2013/2014 CSEA Chapter 888 CDC Step Increases/Attachment #3

2013/2014 FARSCCD 192/225 Day Step Increases/Attachment #4

2013/2014 FARSCCD Athletic Coaching Stipends/Attachment #5

2012/2013 FARSCCD Contract Extension Days/Attachment #6

2013/2014 FARSCCD Contract Extension Days/Attachment #7

2013/2014 FARSCCD Coordinator Assignments/Stipends/Attachment #8

Rehiring of Temporary Employees per E.C. 87470

Garnett, Susan
Coordinator, Adult Secondary Education
CEC Continuing Education Division
Santa Ana College

Effective: August 19, 2013 – June 7, 2014
Salary Placement: III-15 \$88,399.24/Year
(No Coordinator Stipend)

FACULTY (CONT'D)

Rehiring of Temporary Employees per E.C. 87470 (cont'd)

Janio, Jaroslaw
Coordinator, ESL/CASAS/EI Civics
CEC Continuing Education Division
Santa Ana College

Effective: August 19, 2013 – June 7, 2014
Salary Placement: VII-13 \$94,035.04/Year
(No Coordinator Stipend)

Changes of Location

Camson, Marian
Master Teacher
Child Development Services
District Office

Effective: July 1, 2013
From: SAC East Child Development Center
To: CEC Child Development Center

Joseph, Carol
Master Teacher
Child Development Services
District Office

Effective: July 1, 2013
From: OEC Child Development Center
To: SAC East Child Development Center

Lemus Vallejo, Cristina
Teacher
Child Development Services
District Office

Effective: July 1, 2013
From: SAC East Child Development Center
To: SAC ECEC Child Development Center

Maraya, Elsie
Master Teacher
Child Development Services
District Office

Effective: July 1, 2013
From: OEC Child Development Center
To: SAC East Child Development Center

Racca, Lyn
Master Teacher/Assistant Director
Child Development Services
District Office

Effective: July 1, 2013
From: OEC Child Development Center
To: SAC ECEC Child Development Center

Ruiz, Rosie
Master Teacher
Child Development Services
District Office

Effective: July 1, 2013
From: OEC Child Development Center
To: SAC East Child Development Center

Waugh, Susan
Teacher
Child Development Services
District Office

Effective: July 1, 2013
From: OEC Child Development Center
To: SCC Child Development Center

FACULTY (CONT'D)

Column Changes

Candela, Catherine
Master Teacher
Early Head Start
Child Development Services
District Office

Effective: July 1, 2013
Salary Placement: MT/BA-2 \$38,700.54

Sandoval, Guadalupe
Teacher
SAC East Child Development Center
Child Development Services
District Office

Effective: July 1, 2013
Salary Placement: T/BA-4 \$35,063.37

Leaves of Absence

Conner, Mary Patricia
Coordinator, Tutorial Learning Center
Extended Opportunities Programs
& Services
Student Services

Effective: August 19, 2013 – May 24, 2014
Reason: Banked Leave (30 LHE)

Zysman, Florence
Coordinator, Academic Success Center
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College

Effective: August 19 – December 14, 2013
Reason: Banked Leave (15 LHE)

Voluntary Workload Reduction

Nichols, Teresa
Teacher
SAC Early Childhood Education Center
Child Development Services
District Office

Effective: June 23, 2014 – June 27, 2014
From: 207 Days
To: 202 Days

Ratifications of Resignation/Retirement

Ball, Larry
Professor, Music
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College

Effective: July 11, 2013
Reason: Retirement

FACULTY (CONT'D)

Ratifications of Resignation/Retirement

Conner, Mary Patricia
Coordinator, Tutorial Learning Center
Extended Opportunities Programs
& Services
Student Services
Effective: May 24, 2014
Reason: Retirement

Ehresmann, Beverly
Professor, ESL
Humanities & Social Sciences Division
Santa Ana College
Effective: May 30, 2013
Reason: Retirement

Periano, Olga
Teacher
OEC Child Development Center
Child Development Services
District Office
Effective: April 30, 2013
Reason: Retirement

West, John
Professor, Anthropology & Sociology
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College
Effective: July 11, 2013
Reason: Retirement

Zysman, Florence
Coordinator, Academic Success Center
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College
Effective: December 14, 2013
Reason: Retirement

Stipends

Anthony, Mary Ann
Professor, Mathematics
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 20, 2012
Amount: \$1,000.00
Reason: UCI Mentor Project

Breig, David
Associate Professor, Exercise Science
Head Coach, Men's Basketball
Kinesiology, Health & Athletics Division
Santa Ana College
Effective: April 22, 2013
Amount: \$312.00
Reason: Athletic Event Supervision

FACULTY (CONT'D)

Stipends (cont'd)

Hauscarriague, Anne Professor, Mathematics Mathematics & Sciences Division Santiago Canyon College	Effective: May 8, 2013 Amount: \$300.00 Reason: Student Mentoring Program
Howell, Scott Associate Professor, History Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: May 30, 2013 Amount: \$150.00 Reason: FIG for SLO & Assessment Training
Leeds, Kelvin Professor, Mathematics Science, Mathematics & Health Sciences Division Santa Ana College	Effective: August 20, 2012 Amount: \$1,500.00 Reason: UCI Mentor Project
Lui, Anson Assistant Professor, Biology Mathematics & Sciences Division Santiago Canyon College	Effective: May 8, 2013 Amount: \$300.00 Reason: Student Mentoring Program
Miller, Robert Assistant Professor, Art Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: May 30, 2013 Amount: \$150.00 Reason: FIG for SLO Assessment Training
Mitzner, Rita Associate Professor, English Humanities & Social Sciences Division Santa Ana College	Effective: August 20, 2012 Amount: \$1,000.00 Reason: UCI Mentor Project
Morgan-Bezell, Gwendolyn Professor, Human Development Child Development Center Human Services & Technology Division Santa Ana College	Effective: January 2, 2013 Amount: \$875.00 Reason: Early Childhood Mentor Program
Mowrer, Melanie Associate Professor English/ESL Humanities & Social Sciences Division Santa Ana College	Effective: May 1, 2013 Amount: \$2,500.00 Reason: BSI 11-Supplemental Instruction/ Tutoring, English

FACULTY (CONT'D)

Stipends (cont'd)

Ogas, David Assistant Football Coach Kinesiology, Health & Athletics Division Santa Ana College	Effective: July 1, 2013 – August 31, 2013 Amount: \$750.00
Parrella, Michael Professor, Political Science Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: May 30, 2013 Amount: \$150.00 Reason: FIG for SLO & Assessment Training
Rabii, Narges Associate Professor, History Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: May 30, 2013 Amount: \$150.00 Reason: FIG for SLO & Assessment Training
Reed, Stephen Associate Professor, History Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: May 30, 2013 Amount: \$150.00 Reason: FIG for SLO & Assessment Training
Shekarabi, Nooshan Associate Professor, Political Science Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: May 30, 2013 Amount: \$150.00 Reason: FIG for SLO & Assessment Training
Shweiri, Gabriel Assistant Professor, Marketing/ Management/International Business Business Division Santa Ana College	Effective: August 20, 2012 Amount: \$1,000.00 Reason: UCI Mentor Project
Swift, Cynthia Associate Professor, Physics Mathematics & Sciences Division Santiago Canyon College	Effective: May 8, 2013 Amount: \$300.00 Reason: Student Mentoring Program
Veyna, Angelina Professor, History Humanities & Social Sciences Division Santa Ana College	Effective: August 20, 2012 Amount: \$1,000.00 Reason: UCI Mentor Project

FACULTY (CONT'D)

Stipends (cont'd)

Vu, Binh
Assistant Professor, Music
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: May 30, 2013
Amount: \$150.00
Reason: FIO for SLO Assessment Training

Wada, Jeffrey
Assistant Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College
Effective: May 8, 2013
Amount: \$300.00
Reason: Student Mentoring Program

Part-time Hourly Hires/Rehires

Benner, Michael
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: June 25, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Briones, Michael
Instructor, Music
Fine & Performing Arts Division
Santa Ana College
Effective: August 19, 2013
Hourly Lecture Rate: II-3 \$55.44

Brunenkant, Jennifer
Instructor, Mathematics
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 19, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$57.12

Gardea, Jaquelyn
Psychology Intern
Student Services/
Health & Wellness Center
Santa Ana College
Effective: August 12, 2013 - June 20, 2014
Stipend Amount: \$21,500.00
Reason: Psychology Intern

Gess, Lisa
Instructor, Reading
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: August 19, 2013
Hourly Lecture Rate: II-3 \$55.44

Giron, Carlos
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: July 23, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

FACULTY (CONT'D)

Part-time Hourly Hires/Rehires

Griffin, William P
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: July 23, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Higgins, Conor D
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: July 1, 2013
Hourly Lecture Rate: II-3 \$55.44

Jacobs, Alana
Psychology Intern
Student Services/
Health & Wellness Center
Santa Ana College

Effective: August 12, 2013 – June 20, 2014
Stipend Amount: \$21,500.00
Reason: Psychology Intern

Kanampiu, Gitonga
Instructor, Accounting
Business Division
Santa Ana College

Effective: August 19, 2013
Hourly Lecture Rate: II-3 \$55.44

Kaur, Rajwinder
Instructor, Clinical Nurse
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: August 19, 2013
Hourly Lab Rate: I-3 \$44.88

Koenig, Rosemary
Instructor, High School Subjects/English
Continuing Education Division (CEC)
Santa Ana College

Effective: July 23, 2013
Hourly Lecture Rate: II-2 \$42.84

Koontz, Jennifer
Instructor, Psychology
Humanities & Social Sciences Division
Santa Ana College

Effective: July 1, 2013
Hourly Lecture Rate: III-3 \$58.21

Kopp, Robert
Instructor, Mathematics
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 19, 2013
Hourly Lecture/Lab Rates: III-3 \$58.21/\$49.48

FACULTY (CONT'D)

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

Lewis, John Paul
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College
Effective: July 23, 2013
Hourly Lecture Rate: II-3 \$42.84

Lippman, Kimberly
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College
Effective: July 23, 2013
Hourly Lecture Rate: II-2 \$42.84

Lopez, Monica
Librarian
Fine & Performing Arts Division
Santa Ana College
Effective: August 19, 2013
Hourly Lab Rate: \$47.12

Luna, Laura
Psychology Intern
Student Services/
Health & Wellness Center
Santa Ana College
Effective: August 12, 2013 - June 30, 2014
Stipend Amount: \$21,500.00
Reason: Psychology Intern

Mirebeik Sabzevary, Mohammadreza
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College
Effective: July 23, 2013
Hourly Lecture Rate: II-2 \$42.84

Mobley, Tana
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College
Effective: July 23, 2013
Hourly Lecture Rate: II-2 \$42.84

Nissen, Brian
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College
Effective: June 25, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Redinger, Michelle
Instructor, Accounting
Business & Career Technical Education Division
Santiago Canyon College
Effective: July 22, 2013
Hourly Lecture Rate: II-2 \$55.44

FACULTY (CONT'D)

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

Samel, Chryсна
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College
Effective: July 23, 2013
Hourly Lecture Rate: I-2 \$41.82

Schleiger, Ryan
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College
Effective: June 12, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Tash, Sharon
Instructor, High School Subject
Continuing Education Division (CEC)
Santa Ana College
Effective: July 23, 2013
Hourly Lecture Rate: II-2 \$42.84

Tolentino, Justin
Instructor, Mathematics
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 19, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Vazquez, Maria De Lourdes
Substitute Teacher
Child Development & Educational Services
District Operations
Effective: July 1, 2013
Hourly Rate: II-1 \$17.50

Wilsey, Darren
Instructor, Music
Fine & Performing Arts Division
Santa Ana College
Effective: August 19, 2013
Hourly Lecture Rate: II-3 \$55.44

Wing, Lisa
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College
Effective: July 23, 2013
Hourly Lecture Rate: II-2 \$42.84

Young, Scott
Instructor, Art
Fine & Performing Arts Division
Santa Ana College
Effective: August 19, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

FACULTY (CONT'D)

Non-paid Instructors of Record

Garcia, Ruben
Instructor, Apprenticeship/Carpentry
Business & Career Technical Education
Santiago Canyon College

Effective: July 15, 2013

Rick, Glenn M
Instructor, Apprenticeship/Survey
Business & Career Technical Education Division
Santiago Canyon College

Effective: July 1, 2013

Non-paid Intern Service

Maldonado, Maria
Counseling Intern
Transfer Center
Counseling Division
Santa Ana College

Effective: July 23, 2013 – July 30, 2014
College Affiliation: La Verne University
Discipline: Educational Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JULY 2013

DIRECTOR, CONTINUING EDUCATION SUPPORT SERVICES

CLASS SUMMARY

Overall responsibility to the Vice President of Continuing Education for the maintenance of the facilities and grounds, security and safety, bookstore operations, outreach, student admission and attendance records, and the preparation and maintenance of required records and reports; supervision of office and custodial staff; performs other duties as assigned.

REPRESENTATIVE DUTIES

Provides direction, coordination, and maintenance of continuing education facilities and grounds, security and safety, bookstore operations, outreach, and the student record system including admissions, registration, grades, transcripts, and attendance reports. Coordinates activities with administrators and key staff at extension sites; supervises and directs administrative, custodial, and security staff; reviews and approves/rejects community requests for use of facilities; directs audit of registration and attendance materials; schedules and coordinates activities with the District's Information Technology Department regarding technical support in terms of input procedures and corrections of output; prepares apportionment reports for state and local governments; researches and prepares enrollment comparisons and projection reports; provides in-service training for clerical staff in central and off-site locations; responsible for data entry of admissions records and for the electronic imaging of student records; establishes procedures for registration, transcripts, and graduation; recommends policy and procedure; maintains and updates site emergency preparedness plan; plans and coordinates site emergency drills; and monitors programs and services in assigned area for responsiveness to the needs of a culturally diverse community.

PERSONNEL

Responsible for and recommends the hire, transfer, suspension, assignment, discipline, and training/professional development of assigned personnel; also responsible for administering collective bargaining agreements, adjustment of grievances, and compliance with District policies, rules and regulations regarding employment and selection procedures, evaluation of assigned staff, and providing direction and assistance in relation to all programs associated with this office.

STUDENTS

Responsible for handling student suggestions, questions and complaints regarding assigned areas.

DIRECTOR, CONTINUING EDUCATION SUPPORT SERVICES
(continued)

PLANNING

Plans all programs under areas of supervision; responsible for the scheduling of work, events, facility use, maintenance, and the delivery of services.

OTHER PROFESSIONAL RESPONSIBILITIES

Participate in District-wide committees and task forces.

ORGANIZATIONAL RELATIONSHIP

This position reports to the Vice President of Continuing Education and supervises the work of classified full-time, part-time, and student workers.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: A Bachelor's degree and at least five years of experience reasonably related to this administrative assignment including three years in a supervisory capacity. Experience in a public educational agency is desirable.

Required Skills: Ability to establish and maintain effective relationships with administrators, college personnel, faculty, students and public; plan and coordinate the work of others; read, comprehend, and apply a wide range of written materials having technical, legal, and policy content; adapt to changing legal policy and procedural requirements; prepare narrative and statistical reports; knowledge of California Education Code requirements for student admission, attendance, grading, and records maintenance; knowledge of student information records systems, spreadsheet software applications and word processing software applications; plan, measure and evaluate programs, services and activities.

Desired Skills: Experience working in a community college noncredit department or in a K-12 adult education setting.

**2012/2013 CDC Chapter 888 ASSISTANT DIRECTOR STIPENDS
Effective July 1, 2013**

Attachment #2

NAME	TITLE	LOCATION	ASST DIRECTOR STIPEND
Aguilera, Yolanda	Master Teacher	SAC East Child Development Center	\$3,600.00
Castaneda, Daisy	Master Teacher	SAC Early Childhood Education Center	\$3,600.00
Fraser, Rebecca	Master Teacher	SCC Child Development Center	\$3,600.00
Gasca, Yolanda	Master Teacher	CEC Child Development Center	\$3,600.00
Oyenoki, Sharla	Master Teacher	SAC Early Childhood Education Center	\$3,600.00
Racca, Lyn	Master Teacher	SAC Early Childhood Education Center	\$3,600.00

**2013/2014 CSEA CHAPTER
888 STEP INCREASES**

Attachment #:

NAME	CTR	COLLEGE	GRADE	OLD 12/13 STEP	NEW 13/14 STEP	NEW SALARY	NEW HRLY
Aguilera, Yolanda	SAC E	DO	MT/BA (2)	9	10	\$45,148.25	\$27.27
Arreguin, Marybel	EHS	DO	MT/BA (2)	1	2	\$38,700.54	\$23.37
Cahill, Mary	SAC ECEC	DO	T/AA (3)	3	4	\$33,504.00	\$20.24
Camson, Marian	CEC	DO	MT/BA (2)	6	7	\$42,729.59	\$25.80
Candela, Catherine	EHS	DO	MT/BA (2)	1	2	\$38,700.54	\$23.37
Castaneda, Daisy	SAC ECEC	DO	MT/BA (2)	4	5	\$41,118.17	\$24.83
Cervantes, Isela	EHS	DO	MT/BA (2)	1	2	\$38,700.54	\$23.37
Cordoba, Luz	SAC ECEC	DO	MT/BA (2)	2	3	\$39,506.76	\$23.86
Fregoso, Ana Maria	SAC ECEC	DO	MT/AA (1)	9	10	\$43,341.91	\$26.18
Gasca, Yolanda	CEC	DO	MT/BA (2)	5	6	\$41,924.39	\$25.32
Guerra, Maria	SAC E	DO	MT/BA (2)	2	3	\$39,506.76	\$23.86
Humphreys, Margaret	SAC ECEC	DO	MT/AA (1)	7	8	\$41,730.49	\$25.20
Iniguez, Imelda	SAC ECEC	DO	MT/AA (1)	2	3	\$37,701.44	\$22.77
Jorquera, Paz	SAC ECEC	DO	MT/AA (1)	1	2	\$36,896.24	\$22.28
Lemus Vallejo, Cristina	SAC ECEC	DO	T/P (2)	2	3	\$31,246.59	\$18.87
Mangali, Colleen	SAC ECEC	DO	MT/BA (2)	1	2	\$38,700.54	\$23.37
Maraya, Elsie	SAC E	DO	MT/BA (2)	9	10	\$45,148.25	\$27.27
McCann, Kathleen	SCC	DO	MT/AA (1)	7	8	\$41,730.49	\$25.20
Morse, Leah	SCC	DO	MT/BA (2)	5	6	\$41,924.39	\$25.32
Nichols, Teresa	SAC ECEC	DO	T/AA (3)	3	4	\$33,504.00	\$20.24
Paz-Lugo, Artemisa	CEC	DO	MT/AA (1)	2	3	\$37,701.44	\$22.77
Perez Zuniga, Elvia	CEC	DO	T/AT (1)	2	3	\$24,138.60	\$14.57
Racca, Lyn	SAC ECEC	DO	MT/BA (2)	5	6	\$41,924.39	\$25.32
Ramirez, Alicia	EHS	DO	MT/BA (2)	2	3	\$39,506.76	\$23.86
Ruiz, Rosie	SAC E	DO	MT/AA (1)	4	5	\$39,313.88	\$23.74
Salinas, Keo	SAC ECEC	DO	MT/BA (2)	2	3	\$39,506.76	\$23.86
Sandoval, Guadalupe	SAC E	DO	T/BA (4)	3	4	\$35,063.37	\$21.18
Santamaria, Sandra	EHS	DO	MT/AA (1)	1	2	\$36,896.24	\$22.28
Shinn, Sandra	SAC ECEC	DO	MT/BA (2)	2	3	\$39,506.76	\$23.86
Springfield, Amber	SAC ECEC	DO	MT/AA (1)	8	9	\$42,536.71	\$25.69
Waugh, Susan	SCC	DO	T/BA (4)	5	6	\$35,063.37	\$22.10

2013/2014 FARSCCD 192 AND 225 DAY FACULTY STEP INCREASES

NAME	SITE	COLLEGE	DAYS	CLASS	OLD 12/13 STEP	NEW 13/14 STEP	NEW 1314 SALARY
Aguilera, Leonor		SCC	192	III	13	14	\$94,320.87
Baldizon-Rios, Nena		SCC	192	VII	B (1)	B (2)	\$116,493.40
Barnard, Rebecca		SAC	192	II	12	13	\$88,809.30
Bautista, Steven		SAC	192	IV	16 (M)	16 (M)	\$102,505.91
Birnbaum, Beverly		SAC	192	VI	C (M)	C (M)	\$116,194.44
Blake, Sherri		SAC	192	II	10	11	\$83,480.54
Brown, Angela		SAC	192	VI	14	15	\$105,533.89
Campitelli-Smith, Melissa		SCC	192	VII	11	12	\$100,505.10
Canzona, Paula		SAC	192	VI	A (2)	A (3)	\$110,859.62
Carrion, Rodolfo		SCC	192	VI	14	15	\$105,533.89
Castellanos, Mary		SAC	192	VII	C (M)	C (M)	\$119,157.78
Coto, Jennifer		SCC	192	VII	14	15	\$108,500.26
Enriquez, Rosemarie		SCC	192	VI	C (M)	C (M)	\$116,194.44
Frias, Rodolfo	SCC	SCC	192	VII	A (1)	A (2)	\$113,829.02
Gallego, Robert		SAC	192	IV	16 (M)	16 (M)	\$102,505.91
Gilmour, Dennis		SAC	192	VI	C (M)	C (M)	\$116,194.44
Gonzaga-Siguenza, L. Patricia	CEC	SAC	192	III	15 (M)	15 (M)	\$96,987.27
Hoffman, Elizabeth		SCC	192	VI	A (2)	A (3)	\$110,859.62
Jaros, Bonita		SAC	192	VII	C (M)	C (M)	\$119,157.78
Le, Phi Loan		SAC	192	VII	14	15	\$108,500.26
Lockhart, Ann		SAC	192	III	12	13	\$91,654.47
Mathis, Jane		SAC	192	III	15 (M)	15 (M)	\$96,987.27
Motokane, Carolyn		SCC	192	VI	A (3)	B (1)	\$113,528.04
Nguyen, Madeleine		SAC	192	VI	16 (1)	16 (2)	\$108,198.27
Nguyen, Thu Van Thi		SAC	192	VI	A (2)	A (3)	\$110,859.62
Perry, Janis		SCC	192	IV	16 (M)	16 (M)	\$102,505.91
Pham, Tuyet		SAC	192	VII	C (M)	C (M)	\$119,157.78
Quintana, Refugio		SAC	192	II	15 (M)	15 (M)	\$94,139.07
Ramirez, Daniel	CEC	SAC	192	II	15 (M)	15 (M)	\$94,139.07
Resnick, Barry		SCC	192	VII	C (M)	C (M)	\$119,157.78
Robledo, Reymundo		SAC	192	VI	9	10	\$92,205.93
Ross, Kristina		SAC	225	II	15 (M)	15 (M)	\$110,319.27
Sadler, Dennis		SAC	192	VI	C (M)	C (M)	\$116,194.44
Salazar de la Torre, Rosa	SCC	SCC	192	IV	16 (M)	16 (M)	\$102,505.91
Salgado, Susana		SAC	192	VII	10	11	\$97,842.74
Sanabria, Reina		SAC	192	VI	15	16 (1)	\$108,198.27
Shaffer, Catherine		SAC	192	V	16 (M)	16 (M)	\$105,346.03
Strother, Judy		SCC	192	VI	A (2)	A (3)	\$110,859.62
Vargas, Martha		SAC	192	VI	B (2)	B (3)	\$113,528.04
Vercelli, Julia	CEC	SAC	192	IV	16 (M)	16 (M)	\$102,505.91
Wann, Teresa		SAC	225	IV	16 (M)	16 (M)	\$120,123.34
Wright, Sharon		SCC	192	VI	C (M)	C (M)	\$116,194.44
Zook, Rochelle		SAC	192	VI	A (2)	A (3)	\$110,859.62

**2013/2014 FARSCCD
ATHLETIC COACHING ASSIGNMENTS/STIPENDS
Effective Fall 2013-Summer 2014**

Attachment #5

NAME	COACHING ASSIGNMENT	SPORT	COLLEGE	ANNUAL STIPEND
Abbey, Troy	Head Coach	Women's Volleyball	SAC	\$1,750
Breig, David	Head Coach	Men's Basketball	SAC	\$1,750
Bryant, John	Assistant Coach	Baseball	SAC	\$5,160
Camarco, Lisa	Head Coach	Softball	SCC	\$1,750
Cummins, Shawn	Head Coach	Men's Cross Country	SCC	\$1,750
Cummins, Shawn	Head Coach	Men's Track	SCC	\$1,750
Fraser, Wade	Head Coach	Men's Soccer	SCC	\$1,750
Fuentes, Simon	Assistant Coach	Football	SAC	\$4,500
Gonzales, Frank	Assistant Coach (Chief)	Wrestling	SAC	\$6,500
Gorrie, Richard	Assistant Coach	Football	SAC	\$1,500
Harris, Bryan	Assistant Coach	Baseball	SAC	\$2,580
Hermen, Lisa	Assistant Coach (Chief)	Women's Soccer	SCC	\$5,500
Jimmerson, Tony	Assistant Coach (Chief)	Men's Basketball	SAC	\$3,500
Jones, Geoffrey	Head Coach	Football	SAC	\$1,750
Klabacha, Lindsay	Assistant Coach (Chief)	Softball	SCC	\$6,500
Luppani, Maria F.	Head Coach	Women's Basketball	SAC	\$1,750
Mitzel, Miriam	Head Coach	Women's Cross Country	SAC	\$1,750
Mitzel, Miriam	Head Coach	Women's Track	SAC	\$1,750
Nutter, Kim	Head Coach	Softball	SAC	\$0
Nyssen, Adam	Assistant Coach (Chief)	Football	SAC	\$1,250
Ogas, Dave	Assistant Coach (Chief)	Football	SAC	\$1,500
Ogas, Michael	Assistant Coach (Chief)	Football	SAC	\$6,000
Popovich, Donald	Assistant Coach	Baseball	SAC	\$5,160
Racobs, Shawn	Assistant Coach (Chief)	Football	SAC	\$4,500
Rapoza, Jessica	Assistant Coach (Chief)	Men's Soccer	SAC	\$5,500
Rapoza, Jessica	Assistant Coach (Chief)	Softball	SAC	\$8,250
Rapoza, Jessica	Head Coach	Women's Soccer	SAC	\$1,750
Rapp, Benny	Assistant Coach	Football	SAC	\$4,500
Reyes, Alfred	Assistant Coach	Women's Water Polo	SAC	\$6,500
Reyes, Alfred	Assistant Coach (Chief)	Women's Swimming	SAC	\$6,500
Reyes, Alfred	Head Coach	Men's Swimming	SAC	\$1,750
Reyes, Alfred	Head Coach	Men's Water Polo	SAC	\$1,750
Silva, Vince	Head Coach	Wrestling	SAC	\$1,750
Sneddon, Donald	Head Coach	Baseball	SAC	\$1,750
Vasquez, Jose	Assistant Coach (Chief)	Women's Soccer	SAC	\$6,500
Vasquez, Jose	Head Coach	Men's Soccer	SAC	\$1,750
Watkins, Derrick	Assistant Coach (Chief)	Football	SAC	\$6,000
Welsh, Michelle	Assistant Coach (Chief)	Men's Swimming	SAC	\$6,500
Welsh, Michelle	Head Coach	Women's Swimming	SAC	\$1,750
Welsh, Michelle	Head Coach	Women's Water Polo	SAC	\$1,750
Welsh, Michelle	Assistant Coach	Men's Water Polo	SAC	\$6,500
Witchey, Ronald	Assistant Coach	Women's Track	SAC	\$2,250
Woodhead, Ian	Head Coach	Women's Soccer	SCC	\$1,750
Wooley, Christopher	Assistant Coach (Chief)	Women's Soccer	SCC	\$5,500

**2012/2013 FARSCCD Additional and New Contract Extension Days
Effective July 1, 2012-June 30, 2013**

Attachment #6

NAME	TITLE	DIVISION	COLLEGE	ADDITIONAL CONTRACT EXTENSION DAYS	NEW CONTRACT EXTENSION DAYS	RATE
Barnard, Rebecca	Coordinator	Student Services	SAC		4	\$391.577
Gallego, Robert	Counselor	Counseling	SAC		1.67	\$465.933
Jordan, Ethel	Coordinator	Continuing Education	SCC	6		\$505.220
Kalko, John	Program Facilitator	Human Services & Technology	SAC		15	\$529.533
Nguyen, Madeleine	Counselor	Student Services	SAC		1	\$491.809
Sadler, Dennis	Counselor	Counseling	SAC		1	\$528.159
Vargas, Martha	Coordinator	Counseling	SAC	2		\$516.039
Walker, Mary	Coordinator	Continuing Education (Chapman)	SCC	6		\$505.222

2013/2014 FARSCCD Contract Extension Days
Effective July 1, 2013 - June 30, 2014

Attachment #7

NAME	TITLE	DIVISION	COLLEGE	EXTENSION	
				DAYS	RATE
Abbey, Troy	Professor/Head Coach	Kinesiology, Health & Athletics	SAC	20	\$505.222
Barnard, Rebecca	Coordinator	Student Services	SAC	6	\$403.677
Bautista, Steven	Coordinator/Counselor	Counseling	SAC	38	\$465.933
Birnbaum, Beverly	Coordinator/Counselor	Counseling	SAC	35	\$528.159
Breig, David	Assoc. Professor/Head Coach	Kinesiology, Health & Athletics	SAC	20	\$493.092
Camarco, Lisa	Assoc. Professor/Head Coach	Mathematics & Sciences	SCC	20	\$431.502
Cummins, Shawn	Assoc. Professor/Head Coach	Mathematics & Sciences	SCC	20	\$493.092
Dennis, Karen	Coordinator	CEC Continuing Education	SAC	40	\$529.533
Gaer, Susan	Coordinator	CEC Continuing Education	SAC	40	\$517.383
Garnett, Susan *	Coordinator	CEC Continuing Education	SAC	40	\$441.996
Hoffman, Elizabeth	Coordinator	Student Services	SCC	14	\$503.909
Janio, Jaroslaw *	Coordinator	CEC Continuing Education	SAC	40	\$470.175
Jenkins, Robert	Coordinator	CEC Continuing Education	SAC	40	\$441.996
Jones, Geoffrey	Professor/Head Coach	Kinesiology, Health & Athletics	SAC	20	\$416.878
Jordan, Ethel	Coordinator	OEC Continuing Education	SCC	40	\$505.222
Kalko, John	Program Facilitator	Human Services & Technology	SAC	15	\$529.533
Kim, Henry	Coordinator	CEC Continuing Education	SAC	40	\$441.996
Luppani, Maria	Professor/Head Coach	Kinesiology, Health & Athletics	SAC	20	\$429.018
Nutter, Kim	Professor/Head Coach	Kinesiology, Health & Athletics	SAC	20	\$529.533
Sanabria, Reina	Coordinator/Counselor	Counseling	SAC	36	\$491.809
Scoggin, Sally	Coordinator	CEC Continuing Education	SAC	40	\$505.222
Shaffer, Catherine	Coordinator/Counselor	Counseling	SAC	36	\$478.841
Sneddon, Donald	Professor/Head Coach	Kinesiology, Health & Athletics	SAC	20	\$529.533
Vargas, Martha	Coordinator/Counselor	Counseling	SAC	36	\$516.039
Walker, Mary	Coordinator	Continuing Education (Chapman)	SCC	40	\$505.222
Wilson, Connie	Coordinator	Continuing Education	SCC	40	\$529.533
Woodhead, Ian	Professor/Head Coach	Mathematics & Sciences	SCC	20	\$493.092
Zook, Rochelle	Coordinator	Counseling	SAC	18	\$503.909

**2013/2014 FARSCCD FACULTY
COORDINATOR ASSIGNMENTS/STIPENDS**

Attachment #8

NAME	PROGRAM	DIVISION	COLLEGE	STIPEND
Aguilar Beltran, Maria	Disabled Students Programs & Services (DSPS)	Student Services	SAC	\$0.00
Barnard, Rebecca	Health & Wellness Center	Special Svcs	SAC	0
Bautista, Steven	Center for Teacher Education	Counseling	SAC	\$1,000
Birnbaum, Beverly	Testing	Counseling	SAC	\$1,000
Collins, Monica	Deaf & Hard of Hearing Program (DSPS)	Student Services	SAC	\$1,000.00
Conner, Mary	Tutorial Learning Center (EOPS)	Student Services	SAC	\$0.00
Coto, Jennifer	Hispanic Serving Institute	Counseling & Student Support Svcs	SCC	0
Dennis, Karen	Basic Skills	Continuing Ed	SAC	\$1,000.00
Gaer, Susan	ESL	Continuing Ed	SAC	\$0.00
Garnett, Susan	Family Literature Program/ESL	Continuing Ed	SAC	\$0.00
Hoffman, Elizabeth	Health & Wellness Center	Student Svcs	SCC	\$1,000
Huebsch, Mary	Basic Skills Initiative/Speech (non-native specialist)	Fine & Performing Arts	SAC	\$0.00
Janio, Jaroslaw	ESL/CASAS/EI Civics	Continuing Ed	SAC	\$0.00
Jaros, Bonita	Institutional Effectiveness & Assessment	Academic Affairs	SAC	0
Jenkins, Robert	Staff Development/ESL	Continuing Ed	SAC	\$500.00
Jordan, Ethel	ABE/GED/HSS/Disabled Adults/Health & Safety/Parenting	Continuing Ed	SCC	\$1,000.00
Kim, Henry	ESL	Continuing Ed	SAC	\$0.00
Kushida, Cherylee	Distance Education	Business	SAC	\$0.00
Lockhart, Ann	CARE/CalWORKS (EOPS)	Student Svcs	SAC	0
Madrigal, Romelia	Student Support Services	Student Affairs	SAC	\$1,000.00
Miller, Renee	Acquired Brain Impairment/Communication Disabilities (DSPS)	Student Services	SAC	\$1,000.00
Nguyen, Michael	Academic Computer Center/Business Applications	Business	SAC	\$0.00
Parolise, Michelle	Occupational Therapy Assistant	Human Svcs & Tech	SAC	\$1,000.00
Porter, Monica	Speech, Language Pathology Asst Program	Human Svcs & Tech	SAC	\$1,000.00
Ramirez, Marco	Talent Search	Student Affairs	SAC	\$1,000.00
Ross, Kristina	Physical Fitness/Wellness	Fire Technology/Human Svcs & Tech	SAC	\$1,000
Salgado, Susana	Psychological Disabilities (DSPS)	Special Svcs	SAC	\$1,000
Sanabria, Reina	Puente	Counseling	SAC	\$1,000
Sanchez, Gabriela	Tutoring/Study Skills (EOPS)	Student Services	SAC	\$1,000.00
Scoggin, Sally	ESL	Continuing Ed	SAC	\$0.00
Shaffer, Catherine	MESA	Counseling	SAC	\$1,000
Simbro, Teresa	Nat'l Council Licensing Examination/Technology/Nursing	Science & Math	SAC	\$1,000.00
Steckler, Mary	Skills Lab/Nursing	Science & Math	SAC	\$0.00
Sweeney, George	Math Study Center/Math	Science & Math	SAC	\$0.00
Tivenan, Valinda	Phillips Hall/Theatre Arts	Fine & Performing Arts	SAC	\$1,000.00
Vargas, Martha	University Transfer Center	Counseling	SAC	\$1,000
Vu, John	GEAR UP	Student Affairs	SAC	\$1,000.00
Walker, Mary	ESL	Continuing Ed	SCC	\$1,000.00
Wann, Teresa	Physical Fitness/Wellness	Fire Technology/Human Svcs & Tech	SAC	\$1,000
Wilson, Connie	Office Technology & Computer Applications	Continuing Ed	SCC	\$0.00
Zook, Rochelle	UNLINK	Counseling	SAC	\$1,000
Zysman, Florence	Academic Success Center/ESL	Library, Arts, Humanities & Social Sci	SCC	\$0.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
JULY 22, 2013**

CLASSIFIED

New Classification

Attachment #1

Business Systems Analyst

Grade 15

Change in Grade

Network Specialist IV

From: Grade 20

To: Grade 22

New Appointment

Avalos, Jessica
Administrative Clerk (CL13-0416)
Child Dev. Services/ District

Effective: July 15, 2013
Grade 10, Step 1 + 2.5% Bil \$41,716.32

Borboa, Kenneth
Technical Specialist I (CL13-0442)
ITS/ SAC

Effective: July 15, 2013
Grade 13, Step 1 \$47,092.11

Cabrera, Anabelle
Administrative Secretary (CL13-0408)
ITS/District

Effective: June 24, 2013
Grade 12, Step 6 \$57,159.66

Lopez Mercedes, Jose
Administrative Secretary (CL13-0412)
School of Continuing Education/SAC

Effective: July 1, 2013
Grade 12, Step 6 \$57,159.66

Lozano, Laura
Admissions/Records Specialist I
(CL13-0404) School of Continuing
Education/SAC

Effective: July 15, 2013
Grade 6, Step 1 \$34,513.80

Nguyen, Quynh
Administrative Secretary (CL13-0410)
Student Affairs/ SAC

Effective: July 2, 2013
Grade 12, Step 1 \$44,740.57

Hourly On Going to Contract

Nguyen, Jimmy
From: Admin. Clerk/Academic
Affairs/SCC
To: Administrative Secretary (CL13-0421)
Fine & Performing Arts /SAC
Effective: July 8, 2013
Grade 12, Step 1 + 2.5%L + 5PG (1250)
\$47,109.09

Quinonez Tapia, Edgar
District Safety Officer(CL13-0409)
District Safety/ District
Effective: July 7, 2013
Grade 9, Step 1 \$38,935.20

Longevity Increments

Banh, Tai
Financial Aid Analyst/ Financial Aid/SAC
Effective: July 1, 2001 7.5%Longevity
Effective: July 1, 2013
Grade 11, Step 6 + 2.5%Bil + 10%L
\$61,080.42

Carmichael, Marsha
Buyer/ Purchasing/ District
Effective: September 1, 2013
Grade 14, Step 6 + 5%L \$66,576.25

Dorin, Mirella
Administrative Secretary/ Business Div./
SAC
Effective: July 1, 2013
Grade 12, Step 6 + 3PG(1500) + 5%L
\$61,517.64

Gonzalez, Rosie
Sr. EOPS Specialist/ EOPS/ SCC
Effective: August 1, 2013
Grade 10, Step 6 + 6PG(3000) + 2.5%L
\$56,253.28

Le, An
Technology Specialist III/ ITS/District
Effective: July 1, 2013
Grade 17, Step 6 + 5%L \$79,024.72

Lim, Supreme
Technology Specialist II/ ITS/ District
Effective: July 1, 2013
Grade 15, Step 6 + 5%SW + 5%L
\$73,599.64

Lopez, Felipe
Gardener Utility Worker/ Admin. Services/
SAC
Effective: August 1, 2013
Grade 8, Step 4 + 7.5%L
\$46,568.19

McMinimy, Velan
Auxiliary Services Specialist/ Auxiliary
Services/ SAC
Effective: August 1, 2013
Grade 10, Step 6 + 5%L \$54,552.14

Longevity Increments cont'd

Mills, Bryan Instructional Ctr. Specialist/ Tutorial Center/ SCC	Effective: August 1, 2013 Grade 12, Step 6 + 1PG(500) + 2.5% L \$59,088.65
Quiggle, Deanne Administrative Clerk/ Admin. Services/ SAC	Effective: September 1, 2013 Grade 10, Step 6 + 5%L \$54,552.14
Simons, Randall Technology Specialist III/ ITS/ District	Effective: July 1, 2013 Grade 17, Step 6 + 7.5%L \$80,906.26

Professional Growth Increment

Bagdonas, Sherri Administrative Secretary/ Business Div./ SAC	Effective: August 1, 2013 Grade 12, Step 6 + 2.5%L + 3PG \$60,088.65
Garcia, Andrea Financial Aid Coordinator/ SAC	Effective: August 1, 2013 Grade 15, Step 3 + 4PG (2000) \$59,796.53
Pov, Tina Data Entry Clerk/ Financial Aid/ SAC	Effective: August 1, 2013 Grade 5, Step 4 + 2PG \$39,604.51

Out of Class Assignment

Gouldsmith, Kenneth District Safety & Security Supervisor/ District/SCC	Effective: 08/01/13 – 12/31/13 Grade M, Step 2 \$62,695.59 <i>Supervisory</i>
Scolaro, Denise Financial Aid Coordinator/ SAC	Effective: 07/01/13 – 07/05/13 Grade 15, Step 3 + 2.5%L + 4PG \$60,241.4
Scott, Brigette Administrative Secretary/ Science & Math/SAC	Effective: 07/01/13 – 12/31/13 Grade 12, Step 6 \$57,159.66

Change in Assignment/Location

Garcia, Alejandra CDC Cook/Nutrition Specialist From: OEC To: SAC-East (Reorg 789)	Effective: July 1, 2013 Grade 6, Step6 +5%L \$34,750.95
Leeper, Dayna District Safety Officer From: SCC /SW To: OEC /SW	Effective: July 1, 2013 Grade 9, Step 6 + 7.5%L + 5% SW \$55,996.14
Lordanich, Joseph District Safety Officer From: SCC To: CEC	Effective: July 1, 2013 Grade 9, Step 1 \$38,945.20
Lozada, Claudia Administrative Clerk From: OEC To: SAC-East (Reorg 789)	Effective: July 1, 2013 Grade 10, Step 6 + 2.5%B + 2.5%L \$54,552.14
Martinez, Phillip District Safety Officer From: CEC To: SCC	Effective: July 1, 2013 Grade 9, Step 6 + 5%SW \$52,263.07
Montoya, Anna From: Administrative Clerk To: Administrative Secretary/Kinesiology/ SAC (Reclass 766)	Effective: July 1, 2013 Grade 12, Step 6 + 2.5% L \$58,588.65
Ortega, Richard District Safety Officer From: OEC/ SW To: SAC/ GY	Effective: July 1, 2013 Grade 9, Step 6 + 5%L + 7.5%GY + 6PG \$58,996.14
Pov, Tina Data Entry Clerk From: Academic Affairs To: Financial Aid (Reorg 775)	Effective: June 20, 2013 Grade 5, Step 3 + 1PG \$37,267.36
Rabiola, Anthony District Safety Officer From: SAC/ GY To: SCC/ Day	Effective: July 1, 2013 Grade 9, Step 2 \$40,907.06
Valadez, Jacqueline Administrative Secretary From: Center for Int'l Trade Dev. To: Child Dev. Services/ District (Transfer)	Effective: July 9, 2013 Grade 12, Step 4 \$51,831.95

Leave of Absence

Bailey, Debra
Intermediate Clerk/ DSPS/ SAC

Effective: 12/16/13 – 12/20/13
01/06/14 – 01/17/14
06/02/14 – 06/06/14
Reason: Non Work Days 11 Month
Contract

Hernandez, Marisa
Administrative Secretary/ DSPS/ SAC

Effective: 07/15/13 – 07/19/13
10/21/13 – 10/25/13
12/16/13 – 12/20/13
01/13/14 – 01/17/14
Reason: Non Work Days 11 Month
Contract

Krzeminski, Ian
Senior Clerk/ DSPS/ SAC

Effective: 10/28/13 – 11/01/13
05/19/14 – 05/23/14
06/02/14 – 06/06/14
06/23/14 – 06/27/14
Reason: Non Work Days 11 Month
Contract

Morphew, Linda
Career Tech./ Counseling/ SAC

Effective: 07/01/13 – 08/31/13
Reason: Non Work Days 10 Month
Contract

Pinon, Elizabeth
Administrative Secretary/ DSPS/ SAC

Effective: 06/02/14 – 06/13/14
Reason: Non Work Days 11.5 Month
Contract

Ratification of Resignation/Retirement

Mills, Amy
Administrative Secretary/ Child Dev.
Services/ District

Effective: July 1, 2013
Reason: Resignation

CLASSIFIED HOURLY

New Appointments

Barrios, Blanca
Instructional Assistant (CL13-0434)
Orange Education Center

Effective: July 8, 2013
Up to 19 Hours/Week School Session
Grade 5, Step A \$15.96/Hour

CLASSIFIED HOURLY cont'd

New Appointments cont'd

Gallegos, Jaime
Counseling Assistant (CL13-0399)
School of Continuing Education/SAC

Effective: June 17, 2013
19 Hours/Week 11 Months/Year
Grade 5, Step A \$15.96/Hour

Sanchez, Marisol
Senior Clerk (CL13-0411)
Student Affairs/ SAC

Effective: July 1, 2013
19 Hours/Week 12 Month
Grade 8, Step A \$17.89/Hour

Trejo, Connie
Instructional Assistant (CL13-0413)
School of Continuing Education/SAC

Effective: July 16, 2013
Up to 19 Hours/Week School Session
Grade 5, Step A \$15.96/ Hour

Temporary to Hourly On Going

Gomez de Munoz, Veronica
Instructional Assistant (CL13-0418)
Orange Education Center

Effective: June 24, 2013
Up to 19 Hours/Week School Session
Grade 5, Step A \$15.96/Hour

Magallon, Sandra
Counseling Assistant (CL13-0399)
School of Continuing Education/SAC

Effective: June 11, 2013
19 Hours/Week 11 Months/Year
Grade 5, Step A \$15.96/Hour

Solorzano, Vanessa
Instructional Assistant (CL13-0429)
Math & Science/ SCC

Effective: June 17, 2013
Up to 19 Hours/Week School Session
Grade 5, Step A \$15.96/Hour

Out of Class Assignment

Packard, Roxanne
Accountant/ Auxiliary Services/ SAC

Effective: 07/01/13 – 06/30/14
19 Hours/Week 12 Month
Grade 13, Step A \$22.56/Hour

Change in Position/Location

Barajas, Yesenia
From: Instructional Assistant
To: Counseling Assistant (CL13-0399)
School of Continuing Education/SAC

Effective: June 11, 2013
19 Hours/Week 11 Months/Year
Grade 5, Step A \$15.96/Hour

Change in Position/Location cont'd

Counts, Christopher
District Safety Officer
From: CEC To: OEC
Effective: July 1, 2013
Up to 19 Hours/Week School Session
Grade 9, Step A \$18.64/Hour

Douglas, Robert
District Safety Officer
From: SCC/ 16 Hours/ 12 Month
To: CEC/ Up to 19 Hours/ School Session
Effective: July 1, 2013
Up to 19 Hours/Week School Session
Grade 9, Step 1 + 2.5%L + 3PG
\$19.12/Hour + \$62.50/Mo. PG

Martes, David
District Safety Officer
From: SAC To: SCC
Effective: July 1, 2013
Up to 19 Hours/Week School Session
Grade 9, Step A \$18.65/Hour

Longevity Increment

Vasquez, Yolanda
Admissions Assistant/ School of
Continuing Education/SAC
Effective: September 1, 2013
Grade 3, Step A + 10%L
(14.97) \$16.47/Hour

Professional Growth Increment

Aguirre, Marysol
Instructional Assistant/ School of
Continuing Education/SAC
Effective: August 1, 2013
Grade 5, Step A + 2.5%Bil + 6 PG (1500)
\$16.36/Hour + \$125.00/Mo. PG

Long, Trudy
Instructional Assistant-DSPS/SAC
Effective: August 1, 2013
Grade 6, Step A + 1PG (250)
\$16.53/Hour + \$20.83/Mo. PG

Leave of Absence

Alvarado, Delmis
Student Services Specialist/ Scholarship
Office/ SAC
Effective: 07/01/13 – 07/05/13
12/16/13 – 12/20/13
06/16/14 – 06/27/14
Reason: Non Work Days 11 Month
Contract

Barajas, Yesenia
Counseling Assistant/ School of
Continuing Education/SAC
Effective: 08/12/13 – 08/23/13
06/09/14 – 06/20/14
Reason: Non Work Days 11 Month
Contract

Leave of Absence cont'd

Connaker, William
Learning Assistant/ Math & Science/ SCC
Effective: 07/29/13 – 08/02/13
08/12/13 – 08/16/13
01/06/14 – 01/10/14
06/02/14 – 06/06/14
Reason: Non Work Days 11 Month
Contract

Gallegos, Jaime
Counseling Assistant/ School of
Continuing Education/SAC
Effective: 08/12/13 – 08/23/13
06/09/14 – 06/20/14
Reason: Non Work Days 11 Month
Contract

Lupercio, Patricia
Instructional Center Tech./ Humanities/
SCC
Effective: 06/24/13 – 09/03/13
Reason: Maternity Leave

Magallon, Sandra
Counseling Assistant/ School of
Continuing Education/SAC
Effective: 08/12/13 – 08/17/13
06/09/14 – 06/28/14
Reason: Non Work Days 11 Month
Contract

Shah, Sumitra
Learning Assistant/ Math & Science/ SCC
Effective: 08/12/13 – 08/16/13
12/16/13 – 12/20/13
06/02/14 – 06/13/14
Reason: Non Work Days 11 Month
Contract

Ratification of Resignation/Retirement

Loayza, Santiago
Instructional Center Tech./ School of
Continuing Education/SAC
Effective: June 14, 2013
Reason: Resignation

Tran, Dieuthu
Instructional Assistant/ School of
Continuing Education/SAC
Effective: June 24, 2013
Reason: Resignation

TEMPORARY ASSIGNMENT

Angulo Contreras, Teresa
Food Service Aid/ Child Dev. Services/
SAC
Effective: 07/23/13 – 12/31/13

TEMPORARY ASSIGNMENT cont'd

Aoun, Doris Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Arvizu, Bertha Food Service Aide/ Child Dev. Services/ School of Continuing Education/SAC	Effective: 07/23/13 – 12/31/13
Brubaker, Rebecca Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Diaz, Julia Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Gomez, Brittany Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Gonzalez, Gryska Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Ifeld, Catherine Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Kisich, George Instructional Assistant/ Math & Science/ SCC	Effective: 08/19/13 – 12/15/13
Nickerson, Aimee Instructional Assistant/ Math & Science/ SCC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Patel, Neelam Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Patel, Palak Alternate Media Specialist/ DSPS/ SCC	Effective: 08/12/13 – 12/20/13

TEMPORARY ASSIGNMENT cont'd

Pham, Victor Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Phan, Uyen Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Romo, Alma Intermediate Clerk/ School of Continuing Education/SAC	Effective: 08/26/13 – 04/19/14
Tran, Ana Mai Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Tran, Thao Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Tran, Van Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14
Uribe, Brandon Instructional Assistant/ Science & Math/ SAC	Effective: 08/26/13 – 12/15/13 01/27/14 – 05/25/14

Change in Temporary Assignment

Meas, Sokennrey Instructional Assistant/ Student Affairs/ SAC	Effective: 07/01/13 – 08/23/13
Nguyen, Ngoc Tam Student Program Specialist/ Student Services/ SCC	Effective: 08/12/13 – 06/30/14
Rodas De Landa, Vanessa Instructional Assistant/ Student Affairs/ SAC	Effective: 07/01/13 – 08/23/13

Change in Temporary Assignment cont'd

Villa, Sergio
Instructional Assistant/ Student Affairs/
SAC
Effective: 07/01/13 – 08/23/13

Additional Hours for On Going Assignment

Barajas, Yesenia
Counseling Assistant/ School of
Continuing Education/SAC
Effective: 06/11/13 – 06/30/13
07/01/13 – 06/30/14
Not to exceed 19 consecutive days in any
given period.

Chang, Mary
Instructional Assistant/ School of
Continuing Education/SAC
Effective: 07/01/13 – 06/30/14
Not to exceed 19 consecutive days in any
given period.

Esparza, Wendy
Counseling Assistant/ School of
Continuing Education/SAC
Effective: 07/01/13 – 06/30/14
Not to exceed 19 consecutive days in any
given period.

Harrizon, Rosa
Student Services Specialist/ Student
Affairs/ SAC
Effective: 05/01/13 – 06/30/13
07/01/13 – 05/31/14
Not to exceed 19 consecutive days in any
given period.

Herrera, Melven
Custodian/ Admin. Services/ SCC
Effective: 07/01/13 – 06/30/14
Not to exceed 19 consecutive days in any
given period.

Magallon, Sandra
Counseling Assistant/ School of
Continuing Education/SAC
Effective: 07/01/13 – 06/30/14
Not to exceed 19 consecutive days in any
given period.

Ponce Pliego, Fausta
CDC Cook/Nutrition Spec./ Child Dev.
Services/ SAC
Effective: 07/01/13 – 06/30/14
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments

Barajas, Yesenia
Counseling Assistant/ School of
Continuing Education/SAC
Effective: 07/01/13 – 06/30/14
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments cont'd

Bizon, Veronica Intermediate Clerk/ School of Continuing Education/SAC	Effective: 07/23/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Chang, Mary Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Chung, Shao Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Flores, Juan Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/13 - 06/30/14 Not to exceed 19 consecutive days in any given period.
Herrera, Melven Custodian/ Admin. Services/ SAC	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Magallon, Sandra Counseling Assistant/ School of Continuing Education/SAC	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Melgoza Hurtado, Angelica Student Services Specialist/ Student Development/ SCC	Effective: 07/01/13 – 08/30/13
Mendoza, Emelda Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Morin, Martha Administrative Secretary/ Student Services/ SCC	Effective: 07/01/13 – 06/30/14
Romo, Alma Intermediate Clerk/ School of Continuing Education/SAC	Effective: 08/26/13 – 06/30/14
Sallee, Jennifer Facility Planning Specialist/ Facility Planning/ District	Effective: 07/01/13 – 12/31/13

Substitute Assignments cont'd

Sanchez, Elida Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Valdovinos, Liliana Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Wajner, Slawa Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/13 – 06/30/14 Not to exceed 19 consecutive days in any given period.

MISCELLANEOUS POSITIONS

Aguilar, Mariana Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 07/01/13 – 06/30/14
Chavez, Jessica Child Dev. Intern II/ Child Dev. Services/ SAC	Effective: 07/08/13 – 06/30/14
Garcia, Isabel Residential Assistant II/ Student Dev./ SCC	Effective: 07/20/13 – 08/08/13
Grandison, Amber Residential Assistant II/ Student Dev./ SCC	Effective: 07/20/13 – 08/08/13
Glyer, Steven Regional Consortia Chair/Bus. Career Tech. Ed./ SCC	Effective: 07/15/13 – 06/30/14
Jhon, Miriam Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 07/01/13 – 06/30/14
Loeza Cabanas, Ana Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 07/01/13 – 06/30/14
Mathews, Kimberly Dir, Special Programs/ Career Educ./ SAC	Effective: 07/01/13 – 08/31/13

MISCELLANEOUS POSITIONS cont'd

Nguyen, Ngoc Tam Resident Assistant III/ Student Dev./ SAC	Effective: 07/03/13 – 08/08/13
Ortiz, Consuelo Presenter III/ Special Services/ SAC	Effective: 07/15/13 – 07/26/13
Pastrana, Leo Presenter III/ Special Services/ SAC	Effective: 07/15/13 – 07/26/13
Pena, Edgar Residential Assistant II/ Student Dev. / SCC	Effective: 07/20/13 – 08/08/13
Pinedo, Ana Child Dev. Intern II/ Child Dev. Services/ SAC	Effective: 07/08/13 – 06/30/14
Torres, Claudia Child Dev. Intern I/ Child Dev. Services/ School of Continuing Education/SAC	Effective: 07/01/13 – 06/30/14
Ventura, Susana Child Dev. Intern II/ Child Dev. Services/ SAC	Effective: 07/01/13 – 06/30/14

Instructional Associates/Associate Assistants

Criminal Justice

Meers, William	Effective: 07/23/13
Sar, Vanchannida	Effective: 07/23/13
Vinson, Todd	Effective: 07/23/13

Nursing

Desai, Sneha	Effective: 07/23/13
Ibisate, Amanda	Effective: 07/25/13

COMMUNITY SERVICE PRESENTERS

Stipends Effective May 11 – June 10, 2013

Abdul, Quayum	Amount: \$ 21.81
Castellanos, Silvia	Amount: \$ 98.14
Hogue, Tom	Amount: \$ 5,066.60
Potter, John	Amount: \$ 262.50
Wilkes, Doug	Amount: \$ 5,518.64

Stipends Effective June 11 – June 30, 2013

Bradley, Sabrina	Amount: \$ 330.95
Dumon, Dori	Amount: \$ 480.00
Haugen, Nancy	Amount: \$ 640.00
Meyer, Tara	Amount: \$ 210.00

VOLUNTEERS

Castillo, Fidelia Non Student/ Student Services/ SAC	Effective: 07/23/13 – 06/30/14
Navarro, Orlando Non Student/ Counseling/ SAC	Effective: 07/23/13 – 06/30/14

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST
2012 - 2013

Garcia, Joanna	Effective: 06/19/13-06/30/13
Garcia, Rocio	Effective: 06/17/13-06/30/13
Harrizon, Jennifer Marlyn	Effective: 06/20/13-06/30/13
Mezo, Daniel	Effective: 06/19/13-06/30/13
Naylor, Tameka Latasha	Effective: 06/19/13-06/30/13
Negrete, Diane Pauline	Effective: 06/20/13-06/30/13
Ramirez Frias, Jessica	Effective: 06/17/13-06/30/13
Truong, Lam Thanh	Effective: 06/17/13-06/30/13
Witron, Briseyda	Effective: 05/13/13-06/30/13

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST cont'd

Math Center Tutor Training \$150.00 One Time Student Stipend Spring 2013

Gomez, Noel	Effective: 05/13/13-06/30/13
Vu, Duy Minh	Effective: 05/13/13-06/30/13

STUDENT ASSISTANT LIST
2013 - 2014

Angulo Contreras, Teresa De Jesus	Effective: 07/01/13-06/30/14
Barajas, Janette P.	Effective: 07/01/13-06/30/14
Bernal, George	Effective: 07/01/13-06/30/14
Calderon, Ernestina	Effective: 07/02/13-06/30/14
Chang De Las Cuevas, Aurora Maria	Effective: 07/01/13-06/30/14
Chihuahua, Damarys	Effective: 07/01/13-06/30/14
Danley, Nicole Marie	Effective: 07/01/13-06/30/14
Dimas, Joanna	Effective: 07/01/13-06/30/14
Fajardo, Miguel Angel	Effective: 07/01/13-06/30/14
Fernandez, Rosario Anabel	Effective: 07/01/13-06/30/14
Gaona Sierra, Lesly Angelica	Effective: 07/01/13-06/30/14
Garcia Garcia, Daniela	Effective: 07/01/13-06/30/14
Garcia, Jasmine	Effective: 07/01/13-06/30/14
Garcia Andreu, Lourdes	Effective: 07/01/13-06/30/14
Garcia, Miriam	Effective: 07/01/13-06/30/14
Garcia Guevara, Norma	Effective: 07/01/13-06/30/14
Gomez, Glendy	Effective: 07/01/13-06/30/14
Gomez, Noel	Effective: 07/02/13-06/30/14
Gonzalez, Eva Maria	Effective: 07/02/13-06/30/14
Guillen, Carla	Effective: 07/01/13-06/30/14
Guzman, Angelica	Effective: 07/01/13-06/30/14
Guzman, Jonathan Ivan	Effective: 07/01/13-06/30/14
Guzman-Avila, Xochitl	Effective: 07/02/13-06/30/14
Harrizon, Jennifer Marlyn	Effective: 07/01/13-06/30/14
Lipoczi, Richard	Effective: 07/01/13-06/30/14
Marquez, Monica Angelina Cruz	Effective: 07/01/13-06/30/14
Martinez, Emma	Effective: 07/01/13-06/30/14
Mezo, Daniel	Effective: 07/01/13-06/30/14
Montero, Monica	Effective: 07/01/13-06/30/14
Ortiz Loeza, Elda	Effective: 07/01/13-06/30/14
Perez, Wendy Guadalupe	Effective: 07/01/13-06/30/14
Quezada, Jacqueline Beatriz	Effective: 07/08/13-06/30/14
Ramirez Frias, Jessica	Effective: 07/01/13-06/30/14
Ruiz, Ilianne Elizabeth	Effective: 07/01/13-06/30/14
Santoyo, Marisol	Effective: 07/01/13-06/30/14
Sullivan, Myles David	Effective: 07/01/13-06/30/14
Ticona, Carol Frescia	Effective: 07/02/13-06/30/14

**Santiago Canyon College
STUDENT ASSISTANT LIST**

Fiscal Year 2012-13

Figueroa, Bianca		Effective: 05/16/13 – 06/30/13
Sbabo, Maximilio		Effective: 06/17/13 – 06/30/13

One Time- CAMP: Student Internship Stipend, Spring 2013

Salgado, Jovani	\$1,397.50	Effective: 06/17/13 – 06/30/13
-----------------	------------	--------------------------------

Fiscal Year 2013-14

Aguilar, Maria		Effective: 07/01/13 – 06/30/14
Alcantar, Lizbeth		Effective: 07/01/13 – 06/30/14
Alvarez, Agustin		Effective: 07/01/13 – 06/30/14
Arias, Jacqueline		Effective: 07/01/13 – 06/30/14
Azpeitia, Brenda		Effective: 07/01/13 – 06/30/14
Bernal, Sofia		Effective: 07/01/13 – 06/30/14
Cayabyab, Nathaniel		Effective: 07/01/13 – 06/30/14
Clarke, Kate		Effective: 07/01/13 – 06/30/14
Chase-In-Winter, Jonathan		Effective: 07/01/13 – 06/30/14
Cortes, Esther		Effective: 07/01/13 – 06/30/14
Costanzo, Tyler		Effective: 07/22/13 – 06/30/14
Fast, Sarah		Effective: 07/01/13 – 06/30/14
Figueroa, Bianca		Effective: 07/01/13 – 06/30/14
Galicia Vega, Victoria		Effective: 07/01/13 – 06/30/14
Gassner, Timothy		Effective: 07/01/13 – 06/30/14
Gilbert, Jessica		Effective: 07/01/13 – 06/30/14
Guevara Aguilar, M. Santos		Effective: 07/01/13 – 06/30/14
Hall, Jeremy		Effective: 07/01/13 – 06/30/14
Khan, Shayan		Effective: 07/01/13 – 06/30/14
Lazaro, Janet		Effective: 07/01/13 – 06/30/14
Lazo Bautista, Juan		Effective: 07/11/13 – 06/30/14
Lee, Kevin		Effective: 07/01/13 – 06/30/14
Macias, Jazmin		Effective: 07/01/13 – 06/30/14
Marchan, Ruben		Effective: 07/01/13 – 06/30/14
Montenegro-Loaiza, Kathy		Effective: 07/01/13 – 06/30/14
Resendiz, Briahna		Effective: 07/01/13 – 06/30/14
Reyes, Elisama		Effective: 07/01/13 – 06/30/14
Rios, Geena		Effective: 07/11/13 – 10/01/13
Rodriguez, Saul		Effective: 07/22/13 – 06/30/14
Rodriguez, Thelma		Effective: 07/01/13 – 06/30/14
Saldana, Chelsea		Effective: 07/01/13 – 06/30/14
Salgado, Jovani		Effective: 07/01/13 – 06/30/14
Sbabo, Maximilio		Effective: 07/01/13 – 06/30/14
Stone, Elizabeth		Effective: 07/01/13 – 06/30/14
Towne, Sean		Effective: 07/01/13 – 06/30/14

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

Attachment #1
CLASS SPECIFICATION
July 2013

BUSINESS SYSTEMS ANALYST

CLASS SUMMARY

Under minimum direction, serves as liaison to and performs difficult to complex business and systems analysis of current business practices, processes and work flows in assigned departments or business areas and recommends modifications to facilitate integration with designated enterprise system modules ; develops testing and implementation plans for new systems, enhancements and upgrades; ensure compliance with specifications.

REPRESENTATIVE DUTIES

- Acts as technical lead and serves as liaison between functional staff in assigned departments or functional areas and ITS technical staff in the development, implementation and enhancement of designated enterprise systems modules; leads and facilitates the analysis of business processes, practices and work/data flows for improvements and to ensure effective operations using enterprise system ; identifies integration points between modules from a data flow, business process and applications perspective.
- In collaboration with other business and technical staff, analyzes essential functional requirements and develops fit/gap analysis; translates user expectations into technical specifications and customization projects; defines scope and deliverables; develops priorities and time estimates; monitors the project tasks to meet time, quality and resource expectations.
- Develops unit and system test plans; works with functional users to develop test cases and testing approaches; coordinates and evaluates the results of testing processes; reports systems problems and errors to applications developers for correction.
- Tracks and coordinates review of new releases, upgrades and patches; reviews documentation to identify affected modules and processes; identifies impacts of changes and assesses integration issues; verifies compliance of new systems processes with all regulatory requirements; works with power users and technical staff to conduct performance and compliance testing and identify fixes or corrections required; works with technical ITS staff to develop solutions for complex and ambiguous situations; receives and resolves or creates trouble tickets to resolve applications and operational problems.
- Trains users on systems processes specific to business areas; prepares user documentation, written procedures, training guides, manuals and materials for users and support staff; Instructs users on set up and execution of specific processes.
- Using advanced reporting tools (such as SQL, Crystal reports), analyzes, designs and writes specialized queries and custom reports to generate required data and reports on a periodic or ad hoc basis.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
July 2013

BUSINESS SYSTEMS ANALYST CONT'D

- Provides systems support as required; publishes business process documentation to departmental websites, including content management applications; delegates systems support duties to functional users as needed.

ORGANIZATIONAL RELATIONSHIPS

This position reports to the designated supervisor or administrator.

DESIRABLE QUALIFICATION GUIDE

Training and Experience

A bachelor's degree in Information Technology, Computer Science, Business administration, or related field and three years of progressively responsible experience in conducting business process analyses, performing technical user support and testing and related functions for administrative, business or academic systems.

Knowledge and Abilities

Knowledge of application programming & database administration; programming principles, procedures, techniques, database concepts and a full range of computers; integrated enterprise-level information systems; principles and techniques of systems design and analysis; transaction processing; principles, practices and language of computer operations; capabilities and limitations of computers and auxiliary equipment; testing and troubleshooting DBA related problems; produce, finalize and check work efficiently; participate in the formulation of long range development plans and in conferences; contribute to the preparation of new computer systems; maintain effective and cooperative working relations with departmental staff, administrators, management and vendors; write clearly and concisely.

WORKING CONDITIONS

This position requires ability to use computer workstations throughout the workday.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Resources**

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services	
Action:	Request for Approval	

BACKGROUND

Since 1998 the District has been a member of the Southern California Community College District Employment Relations Consortium offered by the law firm of Liebert Cassidy Whitmore, which provides our management employees with six full days of training per year as outlined in the agreement. In addition, the District contracts with Liebert Cassidy Whitmore for general legal services on an as needed basis as outlined in the agreement.

ANALYSIS

Many of our management employees have attended these workshops at no additional expense and have found them to be helpful, educational and informative. The consortium is comprised of twenty (20) community college districts and for an annual fee of Two Thousand Five Hundred Dollars (\$3,250.00), provides an economical and effective strategy to provide management training.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor to renew the agreement for the 2013/2014 fiscal year.

Fiscal Impact: \$3,250 plus additional legal fees	Board Date: July 22, 2013
Prepared by: Josie Rodriguez, Asst to the Exec Vice Chancellor, Human Res. and Ed. Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

6033 West Century Boulevard, 5th Floor
Los Angeles, California 90045
T: (310) 981-2000 F: (310) 337-0560

June 19, 2013

John Didion
Executive Vice Chancellor, HR & Educational Services
Rancho Santiago Community College District
2323 North Broadway, Suite 407
Santa Ana, CA 92706

Re: Southern California Community College District Employment Relations Consortium

Dear Mr. Didion:

We are looking forward to another successful year with the Southern California Community College Districts Employment Relations Consortium. The consortium committee has selected a wide variety of topics for your managers and supervisors. We are pleased to provide the consortium with four days of training, our monthly Client Update, and telephone consultation.

The workshops chosen for the upcoming training are listed on the enclosed planning meeting notes. We will send a detailed schedule of the workshops in the next few weeks.

Enclosed is an Agreement for Special Services. Please execute and return a copy to our office.

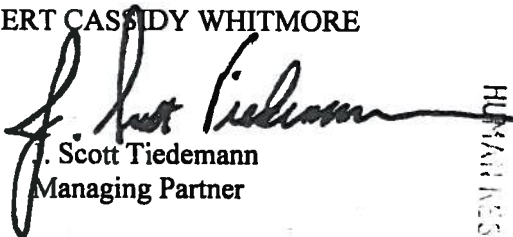
We appreciate your participation in the consortium and hope that you will take advantage of the member benefits including consortium calls, local training and the ability to send employees to other consortium workshops. If you have any questions about the consortium or our other training programs, please contact Cynthia Weldon, Director of Training & Marketing at (310) 981-2055 or cweldon@lcwlegal.com.

We thank you for your membership and we look forward to another successful training year.

Sincerely,

LIEBERT CASSIDY WHITMORE

BY:


J. Scott Tiedemann
Managing Partner

Enclosures

RECEIVED
2013 JUN 25 A 10:54
HUMAN RESOURCES/RSCCD

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the Rancho Santiago Community College District, hereinafter referred to as "District," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

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

WHEREAS District has determined that no less than twenty-two (22) college districts in the Southern California area have the same need and have agreed to enter into identical agreements with Attorney; and

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

NOW, THEREFORE, District and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2013, Attorney will provide the following services to District (and the other aforesaid college districts):

1. Four (4) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by District and the other said college districts.

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

2. Availability of Attorney for District to consult by telephone.
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to District for a fee of Three Thousand Two Hundred Fifty Dollars (\$3,250.00) payable in one payment prior to August 1, 2013. The fee, if paid after August 1, 2013 will be \$3,350.00.

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

Additional Services:

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

The range of hourly rates for Attorney time is from One Hundred Eighty to Three Hundred Dollars (\$180.00 - \$300.00) per hour for attorney staff and from Seventy to One Hundred Forty Dollars (\$70.00 - \$140.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour. Attorney reviews its hourly rates in an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

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

Term:

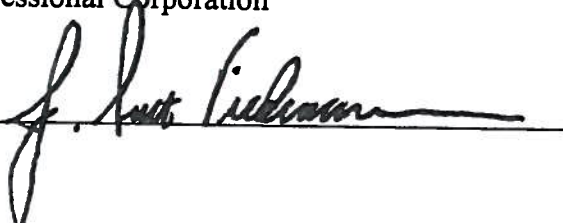
The term of this Agreement is twelve (12) months commencing July 1, 2013. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-two (22) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2013.

Dated: 6 21 2013

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By 

Dated: _____

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By _____

*Southern CA Community College Districts ERC
2013/2014 Planning Meeting Notes
April 26, 2013*

I. Comments

- Advanced Labor Negotiations (presented live) went very well!
- Some prefer live workshops due to more interaction, while others prefer the ease of a webinar.
- Continue to add in interactive components to webinars; polling, exercises, etc.
- Groups suggested a best practice for webinars would be having the group meet away from individual offices. Sometimes they do not have enough in a group to do group exercises.
- Laura Schulkind is excellent.
- Peter and Mary are always good.
- Some presenters are better than others.
- LCW announced the summer launch of the “Liebert Library” which will be an online subscription to all of LCW’s workbooks. It will be a multi-tiered subscription providing options to just search and view the workbooks and/or download in word format all of the appendices, sample policies, forms and checklists. Information about subscriber will be available this summer.
- Caitlin provides information in a timely matter.
- Some members make training mandatory for select managers.
- Consortium calls discussed and explained.
 - Concern: Some CCD’s won’t use it.
 - After the meeting, the group was polled to determine if they preferred 4 days of training and consortium calls for \$3,250 per member district or 6 days of training and no consortium calls for \$2,625 per member district. The majority selected the consortium call service.

II. Services Explained

- Consortium calls can be placed to any of the LCW offices: Los Angeles, San Francisco, Fresno and San Diego. Questions may also be submitted by email directly to the attorney or to info@lcwlegal.com.
- LCW has multiple monthly newsletters: Education Matters, The Briefing Room (geared towards campus law enforcement) and Fire Watch (geared towards Fire Safety Personnel). Consortium members may request to receive any or all of these publications. The newsletters are sent either via surface mail or via email. The email

*Southern CA Community College Districts ERC
2013/2014 Planning Meeting Notes
April 26, 2013*

comes from Newsletter@lcwlegal.com so please ensure that this email address is accepted by your system.

- LCW provides a guide as to who should attend the workshops and requests that the Consortium use their best discretion when registering employees for the session as the composition of the audience can impact the message and tone of the workshop.
- Consortium Workshops across the State: ERC members are able to attend other Consortia's workshops. If you are interested in attending, you must contact Caitlin Martin two weeks prior to the scheduled workshop. Once all the registration sheets are received from the members of that Consortium, members from other Consortia may attend, space permitting. There is no cost to attend another Consortium's workshop, unless they require a per person/refreshment fee.
- Webinars - LCW has designated select webinars for consortium members only. Members will receive a monthly email outlining available consortium only webinars for the month. Additionally, LCW provides webinars that are open to all public agencies, but provides them at a discounted rate for consortium members. A list of upcoming (and archived webinars) can be found at: www.lcwlegal.com/seminars
- WWW.LCWLEGAL.COM: LCW's website is fully searchable for specific articles and content appearing in our monthly newsletters and our annual *Education Legislative Round-Up*. Once on our site, click on "search" under "News and Publications" and enter key words relating to the specific subject or bill you're seeking information on. For example, if you'd like information regarding bill AB 1825, simply type in 'AB 1825' in the search box and the information you need appears.
- Social Media - ERC Members can now follow us on Twitter and our Labor and Employment blog. Twitter followers receive instant tweets to our alerts of firm publications, blog posts, attorney authored articles and upcoming speaking engagements, events and seminars. <http://twitter.com/lcwlegal>. Blog subscribers receive weekly updates on fresh and new labor and employment issues from <http://www.calpublicagencylaboremploymentblog.com>.
- Individual/customized training:
 - Includes the incorporation of your district policies and procedures, as well as an original set of materials for your reproduction.
 - Any of the workshops listed on the College Workshop Topics List can be presented outside of the consortium to one specific district or a group of districts to share the cost. Our rate for a three-hour, half day session ranges from \$1,600 - \$2,000 while a six-hour, full day session ranges from \$2,500 - \$3,000. If you schedule two half day sessions on the same day, we will honor the full day rate.

*Southern CA Community College Districts ERC
2013/2014 Planning Meeting Notes
April 26, 2013*

- LCW can send an e-mail to other districts if a request for an individual workshop has been made and the district requesting the workshop wishes to combine with other districts. For more information, contact Anna Sanzone-Ortiz at (310) 981-2051.

III. Workshops for 2012/2013

Unless otherwise noted, all workshops will be conducted as 3 hour webinars.

4 days of training courses – (Membership with consortium calls):

- **Exercising Your Management Rights**
- **12 Steps to Avoiding Liability**
- **Adjunct Faculty**
- **Preventing Harassment, Discrimination and Retaliation in the Academic Setting/Environment (Spring 2014)**
- **Public Sector Employment Law Update**
- **Crisis Management – How to Approach Chaos in an Organized and Thoughtful Manner**
- **Legally Compliant Strategies for Diversity Enhancement (Live/Video Conferenced)**
- **Human Resources Academy II for Community College Districts (Live/Video Conferenced)**
- ❖ Please note that LCW will be updating workshop titles. The title of the workshop may change but the content discussed at the planning meeting will remain as discussed.
- **Workshop scheduling:**
 - Consortium prefers to hold workshops on the 3rd Friday of the month.
 - Avoid Spring Break, Cesar Chavez Day, etc.
 - Host will provide lunch for live workshops

III. Rate

- **Membership fee:**
 - \$3,250 for 4 full days of training and consortium calls
- A \$100 late fee applies after August 1, 2013.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Resources**

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Agreement with the Wright Group	
Action:	Request for Approval	

BACKGROUND

ASCIP, the district's property and liability insurance administrator, has recommended The Wright Group as the company to assist the district in safety and loss prevention issues.

ANALYSIS

The Wright Group has been providing specialized consulting services to the district for the past 10 years in the areas of safety and loss prevention. To retain their services for the upcoming year an agreement must be executed. This agreement is for the period of July 1, 2013 through June 30, 2014 with similar terms and conditions as our previous agreement.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor to renew the agreement with The Wright Group for professional services as presented.

Fiscal Impact: TBD	Board Date: July 22, 2013
Prepared by: Don Maus, Risk Manager	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

THE WRIGHT GROUP, INC CONSULTANT AGREEMENT

This agreement is made and entered into this July 1, 2013 between The Wright Group, Inc., (hereinafter called the Consultant) and Rancho Santiago Community College District (hereinafter called the District).

The Consultant shall provide the District with specialized consultant services. The Consultant shall be compensated a maximum of:

- \$125.00 per hour for consultant services,
- \$85.00 per hour for investigative services,
- \$50.00 per hour for support staff and
- \$.65 cents per mile
- Expenses at cost
- \$100.00 per unit, per day for use of security technology (GPS, cameras, radio communication and computer forensics),
- \$300.00 per day monitoring of security technology,
- \$50.00 per hour review of camera surveillance
- \$50.00 per hour for administrative tasks (report or white paper development)

as incurred such services performed between July 1, 2013 and June 30, 2014. These services are described as security and investigative consulting and include all the school sites, the district offices and all ancillary facilities. In addition, we shall advise, assist and help facilitate the installation of security technology into the school district and their various sites. The Consultant shall submit a signed, approved invoice to the District Business Office.

While performing the specific services, The Wright Group, Inc., is an independent contractor and not an agent or employee of the District.

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.

Either party may terminate this Agreement by providing written notice seven (7) days in advance to the other.

The Wright Group, Inc., its employees and agents, shall secure and maintain valid permits and licenses as required by law for the execution of services pursuant to this Agreement.

The Wright Group, Inc., shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000.00), which shall be primary, and any other insurance carried by the District shall be excess.

The Wright Group, Inc. shall maintain auto liability insurance in an amount not less than one million dollars (\$1,000,000.00), which shall be primary, and any other insurance carried by the District shall be excess.

The Wright Group, Inc. shall maintain statutory limits for Workers' Compensation coverage.

Prior to the commencement of any legal action, each party to this Agreement agrees to meet and confer in good faith with the other party to resolve any problems or disputes that arise under this Agreement.

It is understood that in the event that either party so assigns its rights or delegates its rights, that party shall nonetheless remain responsible for satisfaction of all obligations included within this Agreement.

Under penalty of perjury, the Consultant certified that: the number shown on this form is their correct taxpayer identification number; and, that the Consultant is not subject to backup withholding because (a) the Consultant is exempt from backup withholding, or (b) the Consultant has been notified by the Internal Revenue Service that the Consultant may be subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Consultant that the Consultant is no longer subject to backup withholding.

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

The provisions of this Agreement constitute the whole and entire agreement between The Wright Group, Inc. and the District and supercede any prior written or oral negotiations and/or

agreements between the parties. This Agreement shall not be modified, amended or altered except by an instrument in writing signed by the parties hereto. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy.

Changes and modifications to this Agreement may be made by mutual written consent of the parties.

The laws of the State of California shall govern the validity, interpretation and enforcement of this Agreement.

Parties executing this Agreement hereby represent that they have the authority to bind and that their execution of this Agreement does not violate any bylaws, rules or regulations applicable to them.

THE WRIGHT GROUP, INC.
200 N. Harbor Blvd., Suite 205
Anaheim, CA 92805

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

Signed: Ch. & W. W.

Signed: _____

Date: 6/30/13

Date: _____

Tax I.D. # 03-0489661



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bannister & Associates Insurance Agency Inc. CA License #0691071 305 17th Street Huntington Beach CA 92648-4209	CONTACT NAME: Rich Higgins	
	PHONE (A/C No. Ext): (714) 536-6086	FAX (A/C No.): (714) 536-4054
E-MAIL ADDRESS: rich@bai-ins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Arch Insurance Company		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		BIPKG0085802	1/26/2013	1/26/2014	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Errors & Omissions Liab.						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is named as additional insured with respects general liability policy limits.

CERTIFICATE HOLDER Rancho Santiago Community College Dist. 2323 N. Broadway Santa Ana, CA 92706	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Richard Higgins/RICH <i>RA 13-2017</i>

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

BOARD MEMBERS (to be approved)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES
44th ANNUAL LEADERSHIP CONGRESS
Seattle, Washington – October 1-6, 2013

3 Board Members
(Claudia Alvarez)
(Larry Labrado)
(Phillip Yarbrough)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
STUDENT TRUSTEE WORKSHOP
Anaheim, California – August 16-17, 2013

1 Board Member
(Luis Correa)

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

To: Board of Trustees	Date: July 22, 2013
Re: Approval of Renewal of Nursing Program Agreement – Anaheim Regional Medical 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 renewal of the clinical affiliation agreement with Anaheim Regional Medical Center, located in Anaheim, 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 by college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this renewal of clinical affiliation agreement with Anaheim Regional Medical Center.

Fiscal Impact: None	Board Date: July 22, 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	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of July 12, 2013 (the “Effective Date”) between Rancho Santiago Community College District (“School”) and AHMC Anaheim Regional Medical Center LP, a California limited partnership doing business as AHMC Anaheim Regional Medical Center (“Hospital”).

RECITALS:

A. School offers to enrolled students various programs in the field of nursing (individually or collectively “Program”).

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California (“State”).

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes within Hospital’s capabilities and resources.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its Program at Hospital, which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
- (4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

- (5) supervision of students and their performance at Hospital;
- (6) participation, with the students, in Hospital's Quality Assurance and related programs; and
- (7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the

performance of services therein. Hospital has and shall retain at all times professional and administrative responsibility for services provided hereunder, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Program Participants under this Agreement.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants 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, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School'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.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual receive proper training on the basics of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and provide Hospital with evidence that such training has been completed satisfactorily by the individual. School shall make records of such training available to Hospital promptly, and without charge, upon Hospital's request. Further, prior to a faculty member's first assignment at Hospital, faculty member shall attend Hospital orientation and it shall be faculty member's responsibility to provide Hospital orientation to students on their first day of assignment at Hospital.

2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept, within its capabilities and resources, the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care. It is acknowledged and understood by the parties that Hospital makes no representation or guarantee as to Hospital's ability to accommodate all, or any, of School's requests for rotations of students at Hospital.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates) and as may be required by applicable law, neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School and Program Participants shall restrict access, use or disclosure of any patient or medical record information regarding Hospital patients to persons with a direct need for medical diagnosis, treatment or other lawful use permitted by any State or federal statutes or regulations governing the lawful access, use or disclosure of medical information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time. School shall notify Hospital in writing within three (3) days after School becomes aware of any breach of this Section 7.c.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without

limitation, the federal privacy and security regulations as contained in 45 C.F.R. Parts 160 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 160.103, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for Hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 annual aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM; TERMINATION.**

a. **Term.** The term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall, and shall cause Program Participants to, either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **INDEMNIFICATION.** Each party shall defend, indemnify and hold the other party harmless from and against any and all liability and costs, including reasonable attorneys' fees, resulting directly or indirectly from the performance of its obligations hereunder by the indemnifying party, its students, representatives, agents or subcontractors. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

13. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Orange County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the

arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

14. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

15. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

16. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

17. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
Attn: Business and Fiscal Operations

If to Hospital: AHMC Anaheim Regional Medical Center
1111 W. La Palma Ave.
Anaheim, CA 92801
Attn: Chief Executive Officer

With a copy to: AHMC Healthcare Inc.
55 South Raymond Ave., Suite 105
Alhambra, CA 91801
Attn: Legal Counsel

or to such other persons or places as either party may from time to time designate by written notice to the other.

19. **COUNTERPARTS.** This Agreement may be executed in counterparts, and all counterparts shall constitute but one and the same document.

20. **REGULATORY REFERENCES.** A reference in this Agreement to a section in any statute or regulation means the section as in effect or as amended.

SCHOOL:

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____
Name: Peter J. Hardash *PJH*
Title: Vice Chancellor, Fiscal Services/
Business Operations

HOSPITAL:

AHMC ANAHEIM REGIONAL MEDICAL
CENTER LP D/B/A AHMC ANAHEIM
REGIONAL MEDICAL CENTER

By: _____
Name: Donald Lorack
Title: Chief Executive Officer

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of participation in the Program operated by Rancho Santiago Community College District ("School") at AHMC Anaheim Regional Medical Center ("Hospital") in accordance with the Affiliation Agreement between School and Hospital, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Print Name:

Witness

EXHIBIT B

**AHMC ANAHEIM REGIONAL MEDICAL CENTER
STATEMENT OF CONFIDENTIALITY**

1. I understand that ALL information (patient, financial, administrative, physician, employee, etc.) is strictly confidential and is to be used only in the performance of my assigned duties at AHMC Anaheim Regional Medical Center (“ARMC”). The information gained via access to ARMC Information System(s) cannot be altered, copied, transmitted (electronic/faxed), or divulged to others, without the express permission of my supervisor, or as part of my assigned duties.

All patient health information is confidential and cannot be discussed with others, unless as part of direct patient care.

I agree to render unreadable, prior to disposal, any printed copy of confidential information gained through access to an ARMC Information System(s) or other means.

2. I understand that the username and password issued to me is a unique code that identifies me to the ARMC Information System(s). If at any time I feel that the confidentiality of my code has been compromised, I will notify the ARMC ISD Helpline (714-999-6002) immediately so that the username/password can be changed. I understand that I will be prompted to change my unique password every **90** days.
3. I acknowledge that I do not have the right to privacy as to any information or file maintained in or on ARMC’s property or transmitted or stored through its computer systems, voice mail, e-mail or other technical resources. I understand that I may access only files or programs, whether computerized or not, that I have permission to enter.
4. Access to the Internet (where provided) is strictly for business purposes. Any usage outside the confines of business access is prohibited.
5. I understand that if I disregard the confidentiality of my signature code, use the code of another person, or fail to comply with the above policies, I will be committing a breach of confidentiality and will be subject to disciplinary action and/or termination.

Please indicate by your signature below that you have read, understand, and agree with the above. A copy will also be placed on file with the ARMC Information Services Department.

Company: _____

Department: _____

Print Name: _____

Signature: _____

Date: _____

Witness: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: July 22, 2013
Re: Approval of OTA Agreement Renewal – TheraGen, LLC	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with TheraGen, LLC in Newport Beach, California.

Fiscal Impact: None	Board Date: July 22, 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	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 25th day of April, 2013 by and between **TheraGen, LLC**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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


2/15/14
**District: Rancho Santiago Community
College District**

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

Agency: TheraGen, LLC

TheraGen, LLC
20371 Irvine Avenue, Suite 210
Newport Beach, CA 92660

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



Person Responsible:
Title: CFO

Date: _____

Date: _____

Exhibit A

<p>GHCofSanJose, LLC VistaManorNursingCenter 120JoseFigueresAvenue SanJose, CA 95116</p>	<p>GHCofSantee LLC StanfordCourtNursingCenterofSantee 8778CuyamacaSt. Santee CA92071</p>
<p>GHCofSunnyvale, LLC CedarCrestNursingandRehabilitationCenter 797EastFremont Sunnyvale, CA 94087</p>	<p>GHCofLaMesa, LLC LaMesaGardensHealthcareCenter 7800ParkwayDr. LaMesa, CA 91942</p>
<p>GHCofLosGatos, LLC PlumTreeCareCenter 2580SamaritanDrive LosGatos CA 95124</p>	<p>GHCofNewportBeach, LLC NewportNursingandRehabilitationCenter 1555SuperiorAve NewportBeach CA92663</p>
<p>GHCofPleasanton, LLC PleasantonNursingandRehabilitation Center 300NealStreet Pleasanton, CA94566</p>	<p>GHCofCanogaPark, LLC CanyonOaksNursingCenter 22029SaticoySt. Canoga Park, CA91303</p>
<p>GHCofModesto LLC EnglishOaksConvalescentandRehabilitationHospital 2633WestRumbleRoad Modesto, CA95350</p>	<p>GHCofUplandSNF, LLC HeritageParkNursing&RehabilitationCenter 275GarnetWay Upland, CA91786</p>
<p>GHCofLakeside LLC FriendshipManor/Lakeside 11962Woodside Ave. Lakeside, CA 92040</p>	<p>GHCofUplandRCFE LLC HeritageCourtAssistedLiving 275 GarnetWay Upland, CA91786</p>
<p>GHCofLakeviewTerrace LLC LakeviewTerraceSanitarium 9601FoothillBlvd. LakeviewTerrace, CA 91342</p>	<p>GHCofUplandDementia LLC HeritageGardens 1260E.ArrowHighway Upland, CA 91786</p>
<p>GHCofDalyCity102, LLC St.FrancisHeightsConvalescentHospital 35EscuelaAve. DalyCity, CA 94015</p>	<p>GHCofNationalCityII LLC CastleManorConvalescentCenter 541 V Avenue NationalCity, CA 91950</p>
<p>GHCofDalyCity239, LLC St.FrancisConvalescentPavilion 99EscuelaDrive DalyCity, CA94015</p>	<p>GHCofNationalCityI, LLC FriendshipManorNursing&RehabilitationCenter 902EuclidAve. NationalCity, CA91950</p>
<p>GHC of Lompoc, LLC Lompoc Skilled Nursing & Rehabilitation Center 1428 W. North Avenue Lompoc, CA 93436</p>	

Addendum to Agreement

Notwithstanding anything contained in the attached Agreement to the contrary, the following terms and conditions shall prevail and apply and all parties to the Agreement shall be bound thereby:

1. Program Coordination and Supervision. The District, School or College that is a party to this Agreement will furnish a fieldwork coordinator, program director or equivalent person who will be accountable for the students while at the subject skilled nursing facility and will also be responsible for planning and coordinating the activities of said students with the appropriate designated supervisor of the subject skilled nursing facility.
2. Course Postponement. Under certain circumstances, such as during a government survey, the Facility shall have the right in its sole discretion to cancel fieldwork for certain days in the facility.
3. Physical Requirements. The District, School or College shall require (i) that any students subject to this Agreement successfully complete Cardiopulmonary Resuscitation (CPR) certification prior to their clinical participation at the subject facility, (ii) that any students subject to this Agreement undergo a physical examination within twelve (12) months prior to their clinical participation at the subject facility including the following: (a) PPD or Tine test, which if positive, will be followed with a chest x-ray to exclude the possibility of active tuberculosis, and (b) evidence of current immunizations including measles and a positive titer to Rubella or vaccination against same.
4. Student Insurance. Each student of the District, School or College who enters the subject facility shall carry professional malpractice insurance with a limit of liability of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The District, School or College shall verify that the student has an insurance certificate on file and shall indemnify the subject facility against any losses resulting to the subject facility as a result of any student not having current, valid professional malpractice insurance. A certificate of insurance shall be provided to the subject facility as evidence of the above insurance coverage.

Initials


Initials

(Page 1 of 2 of Addendum to Agreement)

SAC-13-053

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of New OTA Agreement – Extended Care Hospital of Westminster	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Extended Care Hospital of Westminster in Westminster, California.

Fiscal Impact:	None	Board Date: July 22, 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

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 1st of June, 2013 by and between **Extended Care Hospital of Westminster**, hereinafter called the Agency, and **Rancho Santiago Community College District** on behalf of **Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

4. For HIPAA compliance
The District shall ensure that Occupational Therapy Assistant Program students are trained on the requirements of the Health Insurance Portability and Accountability Act (HIPAA), and that students are informed of their responsibility to sign any HIPAA compliance form that may be required by the Agency. Students shall comply with the Agency's policies in all matters related to confidentiality.
 5. For Student Workmen's Compensation:
The District shall carry Workmen's Compensation Insurance on students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workmen's Compensation Insurance Fund.
- B. For Program Planning**
1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
 2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.
- C. For Occupational Therapy Assistant Program Students**
1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.
 2. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction are at least 18 years of age. No minors shall be placed at the Agency by the District.

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant Program programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.

2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.
5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies,

and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. Occupational Therapy Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

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

Agency: Extended Care Hospital of Westminster
Extended Care Hospital of Westminster
206 Hospital Circle
Westminster, CA 92683

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

George Kodes

George Kodes
Administrator

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Office of Academic Affairs**

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Blackboard Training for Distance Education	
Action:	Request for approval	

BACKGROUND

Rancho Santiago Community College District utilizes Blackboard Learn as our course management system. In June, a long awaited update was made on the Blackboard Learn system which includes many new features and functions that will assist with student learning and retention. The Office of Academic Affairs requests approval of Blackboard Consulting to run on-site training for the new functionality during fall flexweek.

ANALYSIS

The last major update on Bb occurred two years ago. From that time, Santa Ana College distance education course enrollments have grown by 15%. The vast majority of our faculty both distance education and in the classroom utilize Blackboard to enrich, engage and improve accessibility of their course materials for students 24/7. The new features which include integrated rubrics and a retention center are necessary for faculty usage.

Our plan for our Online Degree Pathway, fall 2014, is on-track. We are training faculty with our newly developed in-house Online Training Certificate and require a high level of excellence from our faculty to teach online. We need to assure that faculty is making full use of the tools we are providing, including our course management system, Blackboard.

Blackboard training will provide Santa Ana College faculty with access to new training materials that will be further utilized in our course delivery.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Blackboard Consulting training and contract.

Fiscal Impact:	\$15,800	Board Date: July 22, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	



Consulting

Engagement Proposal For

Santa Ana College

On-site Training and Training Materials

Santa Ana College (“Customer”) currently utilizes Blackboard Learn for Course Delivery 9.1, Service Pack 5 and is looking to upgrade to the latest version soon. As part of this upgrade Santa Ana College recognizes the importance of training all of their faculty in order to take full advantage of the upgraded platform. Based on this, Customer has requested a proposal for consulting services for both on-site training as well as our training materials to assist with ongoing training at the college.

1 Scope of Consulting Services

Based on discussions with Santa Ana College and our derived understanding, Blackboard proposes delivery of the following Consulting Services:

1.1 Using Blackboard to Enhance Teaching & Learning

This three-day on-site training course covers the numerous course building, assessment, and communication tools available within Learn. The modular format enables each Customer to tailor the training to their particular needs. The most important piece that is offered in this training for Santa Ana College is the “What’s New” module. The idea would be to train the faculty using multiple sessions of this module to provide training around the new features and functions in the latest release of Blackboard Learn. We would be able to do six sessions each three hours in length.

Since the administrative components of the platform have also been updated, we would use one of these six sessions to focus on the administrative aspects of Learn. This would leave five sessions for faculty training. Topics for this module will be finalized prior to coming on-site, but an example of topics would be:

- New Content Editor
- Video Everywhere Building Block
- File Picker
- Assessment Fill-in-the-Blank Question Enhancements
- Assessment Item Analysis
- Global Navigation
- My Blackboard
- Calendar Building Block
- Profiles
- Best Practice Topics: How will these changes impact your current courses? Which might you incorporate now? Which might you use later?

The cost for this 3-day training is \$10,800.

Blackboard Consulting will invoice the customer for the actual travel related costs as incurred as part of this engagement. Travel costs are not included in the training cost listed above. Blackboard Consulting will make reasonable efforts to manage travel costs without compromising project objectives. The estimate for the travel is \$1,500. This includes airfare, hotel, rental car/taxi/mileage, meals, parking, etc.

1.2 Face To Face Training Materials

The Face-to-Face Training Materials Package provides all the resources you need to offer a comprehensive in-person training program that quickly and successfully prepares faculty to design and teach using the Blackboard Learn™ - Course Delivery* technology. Materials are professionally developed and carefully sequenced to build on previously learned skills, promoting instructor confidence. These digital materials are also fully customizable to fit the unique needs of your institution.

This package features a complete set of training materials for **eleven** workshops, each focusing on an important topic or tool. The workshops, each two-to-three hours in length, are designed for course designers and trainers. For each of the workshops in the package, you will receive:

- Participant manuals in Microsoft Word™ format that incorporates tips, examples, streamlined instructions, and hands-on activities
- Ready-to-use agendas for participants
- Trainer notes, with a preparation checklist, training tips and strategies, and links to additional resources
- Accompanying Microsoft PowerPoint™ presentations that reinforce the agenda and manual
- Course archives that can be restored to your institution's server and used as a Practice Course environment

The pricing for this offering is shown below.

Materials Package	Subscription Fee	Annual Renewal (Optional)
Face-to-Face Training Materials Package for Course Delivery	\$5,000	\$2,000

This product has an optional annual renewal fee. With payment of this renewal, the campus will be eligible to access any versions of the Blackboard Learning System Face-to-Face Training Package made generally available during that year. Versions of the package include materials that have been updated for product functionality, as well as training approaches and learner interactivity. We understand that the intent of Santa Ana College is not to renew.

2 Project Resource Requirements

In order to complete this project, Blackboard proposes the following projected staffing model.

Role	Activities and Responsibilities
Project Director	Executive oversight and quality management.
Project Manager	Management of project tasks, schedule, resources, documentation and status reporting and an engaged participant as needed.
Training Lead	Responsible for delivering faculty training workshops and content

3 Customer Responsibilities

Blackboard Consulting's service model assumes active participation from the Customer team. The customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to successfully execute required tasks.

4 Project Timeline

The project schedule will be finalized with the customer's project lead upon project initiation.



This Blackboard Order Form (“Order Form”) by and between Blackboard (as defined below) and Santa Ana College (“Customer”) details the terms of Customer’s use of the products and services set forth below (“Product and Pricing Summary”). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboardmaster.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer’s acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Product and Pricing Summary

Product Description	Product ID	Qty.	Units	Net Price
USING BB ENHANCE TEACH/LEARN	AS-EDUTCHLRN	1	EA	\$ 10800
LS MATLIC F2FPK -SNGL	AS-MATLSDWTMLIC	1	EA	\$ 5000
TOTAL:				\$ 15800.00

B. Term

- Initial Term:** Unless otherwise specified in the Product or Service Description above, the Initial Term shall be one (1) year following the Effective Date.
- Renewal:** Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a “Renewal Term”) after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date:** Upon execution of this Order Form.

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
- Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
- Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

- All terms and conditions set forth at <http://agreements.blackboard.com/bbinc/trainingservicecesschedule.aspx> shall be incorporated herein.

Customer: Santa Ana College
Signature
Name (printed)
Title (printed)
Date

Blackboard (“Blackboard”)
Signature
TESS FRAZIER Name (printed)
VICE PRESIDENT Title (printed)
Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Santa Ana College Community Services Program - Fall 2013	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or designed for a specific audience or need. They are noncredit, usually shorter in duration than college credit classes, and do not require lengthy preparation or rigorous testing. From the creative arts and financial management to computer software and special tours, these offerings are open to the general public for educational, cultural, social and recreational purposes for a fee. Its inherent flexibility allows the addition or replacement of classes that have the most cost effective impact on the program and the community.

ANALYSIS

The proposed Fall 2013 schedule offers 145 academic and professional development courses; personal enrichment and recreational activities for adults and children in the Santa Ana College service area. Marketing reports indicate an increase interest in technology, sustainable energy and fitness for active adults. This program seeks to offer courses that will benefit the socioeconomic growth of this diverse community as well as generate revenue to sustain the SAC Community Services Program.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Fall 2013.

Fiscal Impact:	\$30,000 (estimated net income after expenses)	Board Date: July 22, 2013
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed.D., Dean of Student Affairs	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

COMMUNITY SERVICES – FALL 2013 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Active Adults			
Creative Artist Workshop	Semora McCampbell	\$49	60/40
Fall Prevention	Sue Burchfiel	\$49	60/40
Senior Fitness	Diane Mettra	\$49	60/40
Brain Fitness	Yuko Spiller	\$49	60/40
Government Grants – Elder Care	Carl Leiter	\$25	60/40
VA Benefits – Elder Care	Carl Leiter	\$25	60/40
Silver & Fit	American Specialty Health	\$30	60/40
Around The Home			
Electrical Repairs	Phil Famolaro	\$99	\$40/hr
Plumbing Repairs	Phil Famolaro	\$99	\$40/hr
DIY Solar for Homeowners	Quauym Abdul	\$89	60/40
Construction For Home Improvement	Phil Famolaro	\$99	\$40/hr
Clutterology	Nancy Miller		
Arts & Crafts			
Holiday Floral Design	Mina Asadirad	\$65	50/50
Beads, Crystals & Semi-Precious	Brigitte Burns	\$29	60/40
Wire-Wrapping	Brigitte Burns	\$29	60/40
Pearl Knotting	Brigitte Burns	\$29	60/40
Creative Jewelry Design	Brigitte Burns	\$29	60/40
Soap Making	Quayum Abdul	\$39	60/40
Candle Making	Quayum Abdul	\$39	60/40
Intro to Upholstery	Paciano Dominguez	\$89	60/40
Face Painting	Nina Greville	\$35	60/40
Chan Luu Leather Jewelry	Laura Souder	\$39	60/40
Hand Forged Wire Findings	Laura Souder	\$39	60/40
Vintage Steampunk Jewelry	Laura Souder	\$39	60/40
Automotive			
BAR Update	Douglas Wilkes	\$325	60/40
CCDET Smoke Inspection	Tom Hogue	\$175	60/40
EPA Certification	Tom Hogue	\$175	60/40
Auto Wholesale Business	Ronald Williams	\$85	60/40
DEAM Certification	Tom Hogue	\$175	60/40
HVAC I & II	Glenn Hammond	\$200	50/50
Business & Careers			
Become A Floral Designer	Mina Flowers, Inc.	\$65	50/50
You're On The Air	Such A Voice	\$29	60/40
Grant Writing Fundamentals	John Drew	\$39	60/40
Make Up 101	Michelle Jackson	\$59	60/40
Assertiveness Skills for Success	Nick Lazaris	\$29	60/40
Overcome Fear of Public Speaking	Nick Lazaris	\$29	60/40
How To Sell on eBay	Francis Greenspan	\$59	60/40
Build Your Own Website	Michael Rounds	\$39	60/40
E-Publishing, Self Publishing	Nancy Miller	\$39	60/40
Threading A to Z	Samiera Mikhael	\$89	60/40

COMMUNITY SERVICES – FALL 2013 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Become A Child Visitation Monitor	NPS, Inc.	\$199	60/40
Become A Notary Public	NPS, Inc.	\$85	60/40
Renewing Your Notary	NPS, Inc.	\$49	60/40
Loan Signing Agent	NPS, Inc.	\$89	60/40
Immigration Integration Workshop	Therese Thompson	\$95	60/40
Legal Studies Academy	Therese Thompson	\$395	60/40
Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Identify Your Perfect Career	Sue Montelone	\$39	60/40
Cart Vending	Eugene Konstant	\$39	60/40
Quickbooks Fundamentals	Miguel Figueroa	\$89	60/40
Contracting License	Phil Famolaro	\$99	\$40/hrly
Small Business Bookkeeping & Taxes	Phil Famolaro	\$99	\$40/hrly
Manage Rental Properties	Pat Larkin	\$49	60/40
Make Money Using Your Computer	Nancy Miller	\$39	60/40
Social Media Business	Robert Cohn	\$39	60/40
Human Resource Series	Allison Pratt	\$129	60/40
How to Launch a Food Business From Home	Caron Ory	\$99	60/40
How to Sell Your Ideas and Inventions	Nancy Miller	\$39	60/40
How to Sell on Etsy	Laura Souder	\$59	60/40
Understanding ACA	Allison Pratt	\$59	60/40
Medical Billing & Coding	KGP, Inc	\$199	60/40
College For Kids			
Early Reader	Alpine Tutoring	\$89	\$35/hr
Reading Development & Comprehension	Alpine Tutoring	\$89	\$35/hr
Basic Math	Alpine Tutoring	\$89	\$35/hr
SAT Prep	Anabel Arroyo/Joel Sheldon	\$115	\$35/hr
Online Driver's Education	Safety Driver's Ed	\$55	60/40
English Composition	Phyllis Neal	\$59	\$30/hr
Writing Academy	Alpine Tutoring	\$89	\$35/hr
Computers			
Microsoft Office Applications	Debra Crowley	\$79	\$35/hr
Digital Photography	Debra Crowley	\$79	\$35/hr
Photoshop Fundamentals	Debra Crowley	\$79	\$35/hr
Computer Basics	Dori Dumon	\$44	\$35/hr
Email, Contacts & Schedule Meetings	Dori Dumon	\$44	\$35/hr
MicroSoft Excel	Dori Dumon	\$44	\$35/hr
Microsoft Word	Dori Dumon	\$44	\$35/hr
iPhones, iPads, I'm Lost	Robert Cohen	\$39	50/50
Facebook, Twitter & Social Networking	Robert Cohen	\$39	50/50
Improving PC Performance	Robert Cohen	\$39	50/50
Court Mandated			
Alcohol & Drug Awareness	Pat Verwiel	\$40	85/15
14601.1 Suspended License Program	Barry Reed	\$255	50/50
Disturbance of Peace	Neil Sommer	\$255	50/50
Traffic School	Safety Driver's Ed	\$55	60/40

COMMUNITY SERVICES – FALL 2013 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Culinary Arts			
Healthy Pantry	Barb Sobel	\$79	60/40
Juicing For Life	Barb Sobel	\$29	60/40
Holiday Treats	Silvia Castellanos	\$45	60/40
Cake Decorating	Silvia Castellanos	\$69	60/40
Cake Pops	Silvia Castellanos	\$29	60/40
Cooking With Tarla	Tarla Fallgatter	\$29	60/40
Dance			
Salsa Beginning I & II	Salomon Rivera	\$49	60/40
Belly Dance	Jo Ellen Larsen	\$69	60/40
Swing Dance	John Potter	\$59	\$35/hour
Strictly Tango	John Potter	\$59	\$35/hour
Caribbean & Latin Dance	Miguel Figueroa, Jr.	\$59	60/40
Advance Salsa	Miguel Figueroa, Jr.	\$59	60/40
Health, Fitness & Beauty			
Yoga	Pamela Buonanotte	\$69	60/40
Tai Chi	John Bishop	\$59	60/40
Basic First Aid	Sabrina Bradley	\$25	60/40
Adult, Child, Infant, CPR	Sabrina Bradley	\$25	60/40
Simply Beautiful	Nina Greville	\$25	60/40
My Child Has Special Needs, Now What?	Alpine Tutoring	\$35	\$35/hr
Zumba	Salomon Rivera	\$59	60/40
Head Neck Shoulder Massage	Barb Sobel	\$39/\$59	60/40
Couple Massage	Barb Sobel	\$39/\$59	60/40
MakeUp & Skincare	Michelle Jackson	\$59	60/40
Open Court Badminton	Chi Tran	\$49	60/40
Sports Conditioning	Varies	\$15	50/50
Language			
Spanish At Work	Alicia Migliarini	\$69	\$35/hr
Italian for Travelers	Alpine Tutoring	\$69	\$35/hr
Money Matters			
Master Your Money	Jalon O'Connell	\$44/\$66	60/40
Investment Bootcamp	Jalon O'Connell	\$44/\$66	60/40
Credit Rescoring	Eugene Konstant	\$49	60/40
Online Workshops			
Internet & Basic Computer Literacy	Education To Go	\$89	\$52
Web Page Design, Graphics & Multimedia	Education To Go	\$89	\$52
Computer Troubleshooting & Networking	Education To Go	\$89	\$52
Computer Programming	Education To Go	\$89	\$52
Digital Photography & Digital Video	Education To Go	\$89	\$52

COMMUNITY SERVICES – FALL 2013 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Languages (various)	Education To Go	\$89	\$52
Writing Courses	Education To Go	\$89	\$52
Entertainment Industry	Education To Go	\$89	\$52
Business Planning & Sales	Education To Go	\$89	\$52
Business Marketing & Accounting	Education To Go	\$89	\$52
Finance, Wealth & Career Building	Education To Go	\$89	\$52
Family, Parenting & Child Care	Education To Go	\$89	\$52
Personal Enrichment	Education To Go	\$89	\$52
Online Career Training Programs			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
Pet Care			
Dog Obedience	Dog Services Unlimited	\$88	60/40
Frisbee Dogs	Dog Services Unlimited	\$34	60/40
Real Estate			
Profiting with Foreclosures	Marshall Reddick	\$49/\$79	60/40
Real Estate for Beginners	Marshall Reddick	\$49/\$79	60/40
Programas De Modificación	Sandy Flores	\$10	60/40
Travel			
Art of Discount Travel	William Anthony	\$39	60/40
USS Iowa	Good Times	\$95	60/40
Master Chorale Holiday Wonders	Good Times	\$99	60/40
Christmas in San Francisco	Good Times	\$200/deposit	75/35
Grand Canyon by Rail	Good Times	\$200/deposit	75/35
Various Multi-Day Tours	Good Times	\$100/deposit	75/35

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College – Continuing Education
Community Services**

To: Board of Trustees	Date: July 22, 2013
Re: Approval of Santiago Canyon College Community Services Program, Fall 2013	
Action: Request for Approval	

BACKGROUND

The fall 2013 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses.

ANALYSIS

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational program by offering more than 120 cost effective classes in the SCC service area.

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed Community Services Program for fall 2013.

Fiscal Impact: \$25,000 revenue	Board Date: July 22, 2013
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: Juan Vázquez, President, Santiago Canyon College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2013

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Animal Care</i>			
Basic Dog Manners "Crash Course"	Dog Services Unlimited	\$75	60/40
How to Help Your Dog Help Others	Kim Pagones	\$72	60/40
<i>Around the Home & Garden</i>			
Power Tools Workshop	Rick Longobart	\$59	50/50
Basic Tiling Techniques	Rick Longobart	\$89	50/50
Interior Design for the Homeowner	Cynthia Albert	\$69	60/40
<i>Arts & Crafts</i>			
Joy of Pastels	Melissa Prichard	\$69	\$38/hour
Quick & Easy Sketching	Melissa Prichard	\$69	\$38/hour
Assisted Art Workshop	Nancy Wahamaki	\$98	60/40
Jewelry Design/Stringing Techniques	Phuong Nguyen	\$35	50/50
Jewelry Design/Hand Wire Techniques	Phuong Nguyen	\$35	50/50
Printmaking for Fun	Deborah Goldman	\$120	60/40
Painting & Drawing with Pastels	Kamillia Hardy	\$120	60/40
<i>Business & Careers</i>			
Become a Notary Public	Notary Public Seminars	\$85	60/40
Renewing Notaries	Notary Public Seminars	\$50	60/40
How to Become a Mystery Shopper	Elaine Moran	\$39	60/40
Writing Your 1 st Book	Bobbie Christensen	\$39	60/40
Publishing Your 1 st Book	Bobbie Christensen	\$39	60/40
Human Resources Certification	Allison Pratt	\$99	60/40
• Employee Retention	Allison Pratt	\$39	60/40
• Conducting Effective Appraisals	Allison Pratt	\$39	60/40
• Effective & Legally Safe Terminations	Allison Pratt	\$39	60/40
Sexual Harassment Avoidance	Allison Pratt	\$75	60/40
Accounting for the Non-Accountants	TBA	\$89	60/40
Introduction To QuickBooks	TBA	\$99	60/40
Successful Home-Based Business	LeAnne Krusemark	\$39	60/40
Make Money with a Typing/WP Business	LeAnne Krusemark	\$19	60/40
Beginner's Guide to Getting Published	LeAnne Krusemark	\$39	60/40
Meet the Publisher	LeAnne Krusemark	\$19	60/40
Grant Writing	John Drew	\$65	60/40
Wholesale Auto Dealer from Home	Ronald Williams	\$85	60/40
Home Inspectors Course	Anthony Ruiz	\$350	60/40
Introduction to Voiceovers	Voices for All	\$29	60/40
Backflow Prevention Devices	Martin Friebert	\$375	\$55/hour
<i>College For Kids</i>			
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Composition & Writing Skills	Phyllis Neal	\$59	\$35/hour
Basic Math (Grades 3/4)(Grades 5/6)	Mathnasium	\$98	60/40

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2013

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
<i>College for Kids Continued</i>			
Pre-Algebra/Algebra	Mathnasium	\$98	60/40
Study Skills & Test Taking	Readwrite Education	\$59	\$40/hour
Reading Development	Readwrite Education	\$89	\$40/hour
Speed Reading & Vocabulary	Readwrite Education	\$69	\$40/hour
<i>Computers</i>			
Computer Basic	Dori Dumon	\$89	\$35-45/hour
Introduction to Outlook & Email	Dori Dumon	\$89	\$35-45/hour
Managing Your Computer Files	Dori Dumon	\$44	\$35-\$45/hour
Become a Windows Wizard	Dori Dumon	\$44	\$35-45/hour
Introduction To Photoshop	Dori Dumon	\$89	\$35-45/hour
Microsoft Word - Part I/ Part II	Don Dutton	\$89	\$35-45/hour
MS Excel – Part I/ Part II	Don Dutton	\$89	\$35-45/hour
PowerPoint	Don Dutton	\$89	\$35-45/hour
Web Design	Dori Dumon	\$89	\$35-45/hour
Improving PC Performance	Robert Cohen	\$29	50/50
iPhones, iPads...and I'm Lost!	Robert Cohen	\$39	50/50
Marketing with Social Media/FaceBook	Robert Cohen	\$39	50/50
On-Line Courses	Education To Go	\$79-\$199	\$52-\$151
<i>Dance</i>			
Salsa	Salomon Rivera	\$59	60/40
Zumba	Salomon Rivera	\$59	60/40
Belly Dance	JoEllen Larsen	\$59	60/40
Strictly Ballroom	John Potter	\$59	\$40/hour
East Coast Swing	John Potter	\$59	\$40/hour
Night Club Slow Dance	John Potter	\$59	\$40/hour
Strictly Tango	John Potter	\$59	\$40/hour
<i>Gemology</i>			
The Jewelry Bench Explained	Lothar Vallot	\$35	60/40
Everything You Wanted to Know About Gems	Lothar Vallot	\$35	60/40
Gemstone Buyers Beware	John Eyre	\$35	60/40
Color Me Purple	John Eyre	\$35	60/40
Jewelry Appraising Explained	Lothar Vallot	\$35	60/40
What's New with Old Jewelry	Diana Cinamon Sanders	\$35	60/40
<i>Health, Beauty & Fitness</i>			
Tai Chi Chuan	Karen Mack	\$59	60/40
Yoga	Lindsay Klabacha	\$79	60/40
Kickboxing	Lindsay Klabacha	\$79	60/40
Evening of Massage	Barbara Sobel	\$39/\$69	60/40
Head & Foot Massage	Barbara Sobel	\$39/\$69	60/40

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2013

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
<i>Health, Beauty & Fitness Continued</i>			
Mindfulness for Stress Reduction	Mariana Miliaru	\$125	60/40
Halloween Make-Up	Nina Greville	\$35	60/40
Holiday Make-up	Nina Greville	\$20	60/40
Lap Swim	Instructor TBA	\$79	\$35/hour
Water Aerobics	Chrissy Newman	\$79	\$35/hour
Circuit Training	Instructor TBA	\$60	50/50
<i>Language</i>			
Conversational Spanish	Alpine Tutoring	\$69	\$38/hour
Fast Fun French	Katherine Watson	\$59	60/40
Italian for Travelers – Part I/ Part II	Alpine Tutoring	\$69	\$38/hour
<i>Medical Billing</i>			
Medical Billing Series	KGP Consulting	\$139	60/40
Insurance Billing I	KGP Consulting	\$99	60/40
Insurance Billing II	KGP Consulting	\$69	60/40
Computerized Medical Billing	KGP Consulting	\$25	60/40
Start a Medical Insurance Billing Service	KGP Consulting	\$29	60/40
Billing for Worker's Comp & Personal Injury	KGP Consulting	\$69	60/40
<i>Money Matters</i>			
Master Your Money	Jalon O'Connell	\$39	No Charge
Investment Bootcamp	Jalon O'Connell	\$39	No Charge
Social Security: How to Maximize Your Benefits	Charles Munoz	\$39/\$59	60/40
Retirement Planning Today	Charles Munoz	\$49/\$69	60/40
Financial Independence & How to Attain It!	Bob Lindquist	\$29	60/40
<i>Music</i>			
Beginning Guitar	Ron Gorman	\$89	50/50
Beginning Piano	Ron Gorman	\$89	50/50
<i>Older Adult Classes</i>			
Quilting	Judy Schindelbeck	\$48	\$40/hour
Life Story Writing	Dawn Thurston	\$30	\$40/hour
Total Fitness	Jeff Nolasco	\$48/\$42	\$40/hour
Yoga for Older Adults	Bobby Glicksir	\$64	\$40/hour
Basic Drawing	Eileen Clary	\$72	\$40/hour
Watercolor Painting	Eileen Clary	\$72	\$40/hour
<i>Personal Enrichment</i>			
Overcome Anxiety & Panic Forever	Nick Lazaris	\$29	60/40
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	60/40
Assertive Skills for Success	Nick Lazaris	\$29	60/40
Dazzling Conversationalist	Vandy Forrester	\$29	No Fee

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2013

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
Identify Your Perfect Career	Sue Montelone	\$39	60/40
Real Estate			
How to Sell Residential Real Estate	Robert Lindquist	\$19	50/50
Special Interest			
Basic Digital Photography	Julie Diebolt Price	\$59	60/40
Introduction to Digital Photography	Julie Diebolt Price	\$149	60/40
Fly Fishing for Fun	Eric Christensen	\$39	60/40
Sushi Made Easy	Dave & Barb Sobel	\$29	50/50
Juicing for Life	Dave & Barb Sobel	\$29	50/50
CPR	Sabrina Bradley	\$29	60/40
Basic First Aid	Sabrina Bradley	\$29	60/40
Divorce Options	Jan Mark Dudman	\$45/\$69	60/40
Santa Ana Mountain Hiking Series	Joel Robinson	\$10	60/40
The Art of Balloon Twisting	Kim-Yen Gil	\$50	60/40
Test Preparation			
SAT Preparation	Jayne Munoz/Alpine Tutor	\$94	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$55	50/50
Math Tutoring	Alicia Frost	\$20	50/50
Travel			
USS Iowa	Good Times Travel	\$95	\$78-\$89/pp
L.A. Master Chorale	Good Times Travel	\$99	\$82-\$93/pp
Multi-Day Tours TBA	Good Times Travel	TBA	TBA

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: July 22, 2013
Re: Approval of Workforce Investment Act Individual Training Account (WIA ITA) Training Provider Services, First Amendment to Agreement #12-28-629648	
Action: Request for Approval	

BACKGROUND

Since 2000, Santiago Canyon College has been a partner with the Orange County Workforce Investment Board (OCWIB) partnering on grants, providing match and participating on the Employment Provider Training List (EPTL). The purpose of this contract is to prepare eligible participants for entry or re-entry into the labor force by providing training for in-demand career and technical education programs. The Individual Training Account (ITA) provides the mechanism that allows the OCWIB to refer eligible participants to the college for education and training.

ANALYSIS

The Rancho Santiago Community College District-Santiago Canyon College would receive upon completion of the training program \$6,500 per student after deduction of Pell or other Educational Assistance received per the terms and conditions of the contract agreement. Compensation for the services provided to Santiago Canyon College will be at a rate that is less than or equal to the contracted rate stated in the agreement.

RECOMMENDATION

It is recommended that the Board approve the Workforce Investment Act Individual Training Account (WIA ITA) Training Provider Services, First Amendment, to extend the end date from June 30, 2013, to June 30, 2014. The original agreement was Board approved March 11, 2013.

Board Date: July 22, 2013
Fiscal Impact: The fiscal impact to the college is contingent upon students qualifying for services per the eligibility requirements of the OCWIB and the number of eligible participants requiring training. The college would earn \$6,500 per student upon completion of a program.
Prepared by: Aracely Mora, Ed.D, Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education
Submitted by: Juan A. Vázquez, President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor



FIRST AMENDMENT TO AGREEMENT #12-28-629648

BETWEEN THE

COUNTY OF ORANGE

AND

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT-
SANTIAGO CANYON COLLEGE**

FOR

WIA ITA TRAINING PROVIDER SERVICES

This AMENDMENT to AGREEMENT #12-28-629648, hereinafter referred to as "First Amendment," is made and entered into upon execution of all necessary signatures between the COUNTY of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Rancho Santiago Community College District – Santiago Canyon College, located at 8045 East Chapman Avenue, Orange, California 92869-4512 hereinafter referred to as "CONTRACTOR," which are sometimes individually referred to as "PARTY", or collectively referred to as "PARTIES".

RECITALS:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement Number #12-28-629648, hereinafter referred to as "CONTRACT", for the provision of workforce investment activities through statewide and local workforce investment systems commencing March 12, 2013 and ending June 30, 2013; and

WHEREAS, COUNTY desires to extend the term of the CONTRACT for an additional 12 months, establishing a revised agreement expiration date of June, 30, 2014;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

1. The CONTRACT is amended to extend the term of the contract to June 30, 2014.
2. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original CONTRACT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment on the dates opposite their respective signatures below:

**Rancho Santiago Community College District-
Santiago Canyon College**

cd

By: _____ By: _____

Peter J. Hardash, Vice Chancellor

Title: Business Operations & Fiscal Services Title: _____

Dated: _____ Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____

STEVE FRANKS, Director
Orange County Community Resources

Dated: _____

Check Registers Submitted for Approval
Checks Written for Period 06/08/13 thru 07/12/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56925	General Fund Unrestricted	46,546.04	0.00	46,546.04	92*0355445	92*0355480
56926	General Fund Unrestricted	119,670.50	0.00	119,670.50	92*0355481	92*0355565
56927	General Fund Unrestricted	108,655.50	0.00	108,655.50	92*0355566	92*0355649
56928	General Fund Unrestricted	130,945.00	0.00	130,945.00	92*0355650	92*0355733
56929	General Fund Unrestricted	110,598.20	0.00	110,598.20	92*0355734	92*0355829
56966	General Fund Unrestricted	18,411.50	0.00	18,411.50	92*0356041	92*0356042
56967	General Fund Unrestricted	500.40	0.00	500.40	92*0356049	92*0356050
56968	General Fund Unrestricted	2,566.37	0.00	2,566.37	92*0356051	92*0356055
56969	General Fund Unrestricted	1,525.00	0.00	1,525.00	92*0356058	92*0356061
56970	General Fund Unrestricted	59,423.56	0.00	59,423.56	92*0356062	92*0356064
56972	General Fund Unrestricted	3,149.85	0.00	3,149.85	92*0356070	92*0356075
56976	General Fund Unrestricted	2,140.88	0.00	2,140.88	92*0356091	92*0356096
56977	General Fund Unrestricted	691.00	0.00	691.00	92*0356097	92*0356100
56978	General Fund Unrestricted	16,259.01	0.00	16,259.01	92*0356106	92*0356111
56980	General Fund Unrestricted	64,269.75	0.00	64,269.75	92*0356117	92*0356120
56987	General Fund Unrestricted	2,105.70	0.00	2,105.70	92*0356147	92*0356152
56989	General Fund Unrestricted	8,854.50	0.00	8,854.50	92*0356164	92*0356167
56990	General Fund Unrestricted	2,091.66	0.00	2,091.66	92*0356172	92*0356178
56991	General Fund Unrestricted	1,106.21	0.00	1,106.21	92*0356180	92*0356183
56993	General Fund Unrestricted	1,600.00	0.00	1,600.00	92*0356192	92*0356192
56994	General Fund Unrestricted	5,176.20	0.00	5,176.20	92*0356193	92*0356196
56999	General Fund Unrestricted	2,195.00	0.00	2,195.00	92*0356207	92*0356214
57000	General Fund Unrestricted	10,930.00	0.00	10,930.00	92*0356215	92*0356227
57001	General Fund Unrestricted	59,319.00	0.00	59,319.00	92*0356228	92*0356269
57010	General Fund Unrestricted	674.80	0.00	674.80	92*0356322	92*0356322
57011	General Fund Unrestricted	482.98	0.00	482.98	92*0356323	92*0356328
57012	General Fund Unrestricted	18,677.14	0.00	18,677.14	92*0356330	92*0356335
57014	General Fund Unrestricted	324.41	0.00	324.41	92*0356343	92*0356345
57023	General Fund Unrestricted	1,119.39	0.00	1,119.39	92*0356381	92*0356387
57024	General Fund Unrestricted	4,190.02	0.00	4,190.02	92*0356390	92*0356392
57028	General Fund Unrestricted	3,549.71	0.00	3,549.71	92*0356414	92*0356422
57029	General Fund Unrestricted	4,343.11	0.00	4,343.11	92*0356423	92*0356430
57030	General Fund Unrestricted	4,225.92	0.00	4,225.92	92*0356431	92*0356442
57031	General Fund Unrestricted	7,437.83	0.00	7,437.83	92*0356445	92*0356448
57033	General Fund Unrestricted	3,333.96	0.00	3,333.96	92*0356456	92*0356458
57036	General Fund Unrestricted	25,614.93	0.00	25,614.93	92*0356480	92*0356482
57037	General Fund Unrestricted	333.65	0.00	333.65	92*0356484	92*0356484
57040	General Fund Unrestricted	2,825.10	0.00	2,825.10	92*0356492	92*0356508
57047	General Fund Unrestricted	66,437.11	0.00	66,437.11	92*0356524	92*0356531
57055	General Fund Unrestricted	2,082.13	0.00	2,082.13	92*0356570	92*0356577
57056	General Fund Unrestricted	3,555.10	0.00	3,555.10	92*0356580	92*0356585

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57057	General Fund Unrestricted	528.09	0.00	528.09	92*0356587	92*0356589
57060	General Fund Unrestricted	7,656.56	0.00	7,656.56	92*0356610	92*0356613
57061	General Fund Unrestricted	21,819.38	0.00	21,819.38	92*0356614	92*0356617
57062	General Fund Unrestricted	5,559.23	0.00	5,559.23	92*0356618	92*0356634
57063	General Fund Unrestricted	1,968.75	0.00	1,968.75	92*0356636	92*0356636
57064	General Fund Unrestricted	1,163.22	0.00	1,163.22	92*0356643	92*0356644
57074	General Fund Unrestricted	1,263.50	0.00	1,263.50	92*0356685	92*0356689
57076	General Fund Unrestricted	803.88	0.00	803.88	92*0356696	92*0356696
57077	General Fund Unrestricted	35,545.50	0.00	35,545.50	92*0356702	92*0356703
57079	General Fund Unrestricted	52,943.67	0.00	52,943.67	92*0356709	92*0356792
57080	General Fund Unrestricted	58,716.54	0.00	58,716.54	92*0356793	92*0356887
57081	General Fund Unrestricted	93,191.00	0.00	93,191.00	92*0356888	92*0356984
57083	General Fund Unrestricted	1,073.96	0.00	1,073.96	92*0356990	92*0356994
57084	General Fund Unrestricted	1,195.38	0.00	1,195.38	92*0356997	92*0356997
57086	General Fund Unrestricted	129,360.00	0.00	129,360.00	92*0357006	92*0357007
57087	General Fund Unrestricted	1,612,255.61	0.00	1,612,255.61	92*0357008	92*0357009
57090	General Fund Unrestricted	91,085.90	0.00	91,085.90	92*0357012	92*0357015
57098	General Fund Unrestricted	2,157.71	0.00	2,157.71	92*0357075	92*0357079
57099	General Fund Unrestricted	5,183.50	0.00	5,183.50	92*0357082	92*0357085
57102	General Fund Unrestricted	611.17	0.00	611.17	92*0357105	92*0357106
57103	General Fund Unrestricted	2,195.16	0.00	2,195.16	92*0357108	92*0357112
57105	General Fund Unrestricted	3,915.00	0.00	3,915.00	92*0357117	92*0357139
57106	General Fund Unrestricted	1,872.79	0.00	1,872.79	92*0357140	92*0357147
57107	General Fund Unrestricted	890.52	0.00	890.52	92*0357149	92*0357153
57110	General Fund Unrestricted	8,354.84	0.00	8,354.84	92*0357166	92*0357167
57111	General Fund Unrestricted	1,173.00	0.00	1,173.00	92*0357168	92*0357173
57112	General Fund Unrestricted	2,555.28	0.00	2,555.28	92*0357180	92*0357180
57116	General Fund Unrestricted	6,389.91	0.00	6,389.91	92*0357191	92*0357196
57118	General Fund Unrestricted	23,058.83	0.00	23,058.83	92*0357199	92*0357204
57119	General Fund Unrestricted	47,936.00	0.00	47,936.00	92*0357206	92*0357206
57122	General Fund Unrestricted	8,596.77	0.00	8,596.77	92*0357211	92*0357216
57123	General Fund Unrestricted	10,526.87	0.00	10,526.87	92*0357220	92*0357220
57124	General Fund Unrestricted	697.83	0.00	697.83	92*0357221	92*0357227
57125	General Fund Unrestricted	2,809.78	0.00	2,809.78	92*0357228	92*0357234
57126	General Fund Unrestricted	862.72	0.00	862.72	92*0357239	92*0357241
57130	General Fund Unrestricted	1,437.70	0.00	1,437.70	92*0357260	92*0357265
57137	General Fund Unrestricted	124.07	0.00	124.07	92*0357295	92*0357300
57139	General Fund Unrestricted	3,780.00	0.00	3,780.00	92*0357311	92*0357311
57140	General Fund Unrestricted	676.95	0.00	676.95	92*0357315	92*0357318
57142	General Fund Unrestricted	1,818.92	0.00	1,818.92	92*0357327	92*0357329
57143	General Fund Unrestricted	8,509.09	0.00	8,509.09	92*0357330	92*0357336

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57144	General Fund Unrestricted	4,076.00	0.00	4,076.00	92*0357337	92*0357343
57149	General Fund Unrestricted	3,747.69	0.00	3,747.69	92*0357360	92*0357367
57150	General Fund Unrestricted	8,570.70	0.00	8,570.70	92*0357369	92*0357372
57153	General Fund Unrestricted	4,665.00	0.00	4,665.00	92*0357375	92*0357388
57154	General Fund Unrestricted	6,600.00	0.00	6,600.00	92*0357390	92*0357391
57155	General Fund Unrestricted	32,253.00	0.00	32,253.00	92*0357393	92*0357393
57157	General Fund Unrestricted	230,918.36	0.00	230,918.36	92*0357396	92*0357397
57158	General Fund Unrestricted	2,176.85	0.00	2,176.85	92*0357398	92*0357404
57159	General Fund Unrestricted	2,557.85	0.00	2,557.85	92*0357405	92*0357411
57160	General Fund Unrestricted	1,227.47	0.00	1,227.47	92*0357412	92*0357418
57161	General Fund Unrestricted	1,039.17	0.00	1,039.17	92*0357419	92*0357423
57162	General Fund Unrestricted	20.47	0.00	20.47	92*0357429	92*0357429
57165	General Fund Unrestricted	11.65	0.00	11.65	92*0357439	92*0357439
57168	General Fund Unrestricted	1,175.00	0.00	1,175.00	92*0357453	92*0357453
57171	General Fund Unrestricted	715.34	0.00	715.34	92*0357460	92*0357466
57172	General Fund Unrestricted	626.43	0.00	626.43	92*0357467	92*0357471
57173	General Fund Unrestricted	99.95	0.00	99.95	92*0357479	92*0357481
57180	General Fund Unrestricted	200.00	0.00	200.00	92*0357499	92*0357499
57182	General Fund Unrestricted	2,746.65	0.00	2,746.65	92*0357502	92*0357513
57184	General Fund Unrestricted	2,291.56	0.00	2,291.56	92*0357518	92*0357522
57186	General Fund Unrestricted	825.93	0.00	825.93	92*0357530	92*0357535
57188	General Fund Unrestricted	15,532.50	0.00	15,532.50	92*0357540	92*0357540
57189	General Fund Unrestricted	8,469.44	0.00	8,469.44	92*0357541	92*0357542
57190	General Fund Unrestricted	814.10	0.00	814.10	92*0357545	92*0357550
57192	General Fund Unrestricted	7,535.42	0.00	7,535.42	92*0357558	92*0357558
57193	General Fund Unrestricted	9,800.00	0.00	9,800.00	92*0357560	92*0357561
57195	General Fund Unrestricted	9,920.50	0.00	9,920.50	92*0357565	92*0357567
57200	General Fund Unrestricted	152.10	0.00	152.10	92*0357587	92*0357587
57202	General Fund Unrestricted	10,464.14	0.00	10,464.14	92*0357590	92*0357595
57203	General Fund Unrestricted	276.70	0.00	276.70	92*0357599	92*0357602
57206	General Fund Unrestricted	17,050.00	0.00	17,050.00	92*0357611	92*0357611
57208	General Fund Unrestricted	566.00	0.00	566.00	92*0357617	92*0357617
57209	General Fund Unrestricted	346,745.00	0.00	346,745.00	92*0357620	92*0357622
57210	General Fund Unrestricted	9,185.00	0.00	9,185.00	92*0357623	92*0357630
57219	General Fund Unrestricted	1,613.29	0.00	1,613.29	92*0358014	92*0358017
57222	General Fund Unrestricted	2,671.00	0.00	2,671.00	92*0358030	92*0358036
57223	General Fund Unrestricted	2,360.00	0.00	2,360.00	92*0358038	92*0358038
Total Fund 11 General Fund Unrestricted		<u>\$3,939,902.96</u>	<u>\$0.00</u>	<u>\$3,939,902.96</u>		

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56963	General Fund Restricted	830.00	0.00	830.00	92*0356015	92*0356023
56964	General Fund Restricted	2,360.89	0.00	2,360.89	92*0356024	92*0356030
56965	General Fund Restricted	7,202.45	0.00	7,202.45	92*0356031	92*0356040
56966	General Fund Restricted	12,872.76	0.00	12,872.76	92*0356043	92*0356046
56968	General Fund Restricted	4,349.44	0.00	4,349.44	92*0356054	92*0356056
56969	General Fund Restricted	1,849.00	0.00	1,849.00	92*0356057	92*0356060
56971	General Fund Restricted	30,111.54	0.00	30,111.54	92*0356065	92*0356069
56973	General Fund Restricted	727.16	0.00	727.16	92*0356076	92*0356080
56975	General Fund Restricted	3,233.01	0.00	3,233.01	92*0356084	92*0356090
56977	General Fund Restricted	4,072.60	0.00	4,072.60	92*0356101	92*0356104
56978	General Fund Restricted	4,092.00	0.00	4,092.00	92*0356105	92*0356112
56981	General Fund Restricted	452.47	0.00	452.47	92*0356121	92*0356125
56988	General Fund Restricted	3,682.12	0.00	3,682.12	92*0356153	92*0356163
56989	General Fund Restricted	8,224.42	0.00	8,224.42	92*0356166	92*0356170
56990	General Fund Restricted	767.71	0.00	767.71	92*0356171	92*0356173
56991	General Fund Restricted	720.83	0.00	720.83	92*0356181	92*0356184
56992	General Fund Restricted	29,462.56	0.00	29,462.56	92*0356185	92*0356188
56993	General Fund Restricted	4,054.97	0.00	4,054.97	92*0356189	92*0356191
57002	General Fund Restricted	3,200.00	0.00	3,200.00	92*0356270	92*0356277
57003	General Fund Restricted	1,280.00	0.00	1,280.00	92*0356278	92*0356285
57004	General Fund Restricted	1,280.00	0.00	1,280.00	92*0356286	92*0356293
57005	General Fund Restricted	1,600.00	0.00	1,600.00	92*0356294	92*0356303
57006	General Fund Restricted	986.72	0.00	986.72	92*0356305	92*0356309
57007	General Fund Restricted	5,233.68	0.00	5,233.68	92*0356310	92*0356315
57009	General Fund Restricted	2,120.00	0.00	2,120.00	92*0356318	92*0356319
57011	General Fund Restricted	662.83	0.00	662.83	92*0356324	92*0356327
57012	General Fund Restricted	5,700.00	0.00	5,700.00	92*0356329	92*0356334
57013	General Fund Restricted	3,079.90	0.00	3,079.90	92*0356336	92*0356342
57015	General Fund Restricted	39,871.60	0.00	39,871.60	92*0356346	92*0356347
57022	General Fund Restricted	2,563.76	0.00	2,563.76	92*0356374	92*0356380
57023	General Fund Restricted	1,202.25	0.00	1,202.25	92*0356382	92*0356386
57024	General Fund Restricted	6,661.48	0.00	6,661.48	92*0356388	92*0356393
57025	General Fund Restricted	39,015.75	0.00	39,015.75	92*0356394	92*0356400
57026	General Fund Restricted	721.65	0.00	721.65	92*0356401	92*0356406
57027	General Fund Restricted	15,133.11	0.00	15,133.11	92*0356409	92*0356413
57028	General Fund Restricted	66.44	0.00	66.44	92*0356417	92*0356420
57031	General Fund Restricted	4,225.00	0.00	4,225.00	92*0356443	92*0356447
57033	General Fund Restricted	1,497.64	0.00	1,497.64	92*0356459	92*0356461
57034	General Fund Restricted	1,997.07	0.00	1,997.07	92*0356462	92*0356466
57035	General Fund Restricted	6,750.21	0.00	6,750.21	92*0356467	92*0356479
57037	General Fund Restricted	2,705.43	0.00	2,705.43	92*0356483	92*0356485

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57038	General Fund Restricted	20,000.00	0.00	20,000.00	92*0356486	92*0356486
57039	General Fund Restricted	7,041.25	0.00	7,041.25	92*0356487	92*0356491
57048	General Fund Restricted	3,817.07	0.00	3,817.07	92*0356532	92*0356538
57049	General Fund Restricted	16,540.37	0.00	16,540.37	92*0356544	92*0356544
57050	General Fund Restricted	714.14	0.00	714.14	92*0356545	92*0356551
57051	General Fund Restricted	4,686.69	0.00	4,686.69	92*0356552	92*0356556
57052	General Fund Restricted	1,303.76	0.00	1,303.76	92*0356557	92*0356563
57055	General Fund Restricted	137.71	0.00	137.71	92*0356572	92*0356575
57056	General Fund Restricted	5,305.13	0.00	5,305.13	92*0356578	92*0356581
57057	General Fund Restricted	775.29	0.00	775.29	92*0356586	92*0356592
57058	General Fund Restricted	17,751.80	0.00	17,751.80	92*0356593	92*0356597
57059	General Fund Restricted	2,943.86	0.00	2,943.86	92*0356600	92*0356605
57060	General Fund Restricted	5,733.53	0.00	5,733.53	92*0356606	92*0356609
57061	General Fund Restricted	8,744.89	0.00	8,744.89	92*0356616	92*0356616
57062	General Fund Restricted	200.00	0.00	200.00	92*0356621	92*0356621
57063	General Fund Restricted	6,541.58	0.00	6,541.58	92*0356635	92*0356638
57064	General Fund Restricted	1,081.97	0.00	1,081.97	92*0356640	92*0356642
57066	General Fund Restricted	12,076.25	0.00	12,076.25	92*0356652	92*0356664
57075	General Fund Restricted	8,065.83	0.00	8,065.83	92*0356690	92*0356694
57076	General Fund Restricted	1,359.90	0.00	1,359.90	92*0356695	92*0356701
57082	General Fund Restricted	15,025.43	0.00	15,025.43	92*0356985	92*0356989
57083	General Fund Restricted	796.71	0.00	796.71	92*0356991	92*0356991
57084	General Fund Restricted	11,757.13	0.00	11,757.13	92*0356995	92*0357000
57092	General Fund Restricted	352.56	0.00	352.56	92*0357023	92*0357031
57093	General Fund Restricted	36,127.47	0.00	36,127.47	92*0357032	92*0357033
57094	General Fund Restricted	1,695.00	0.00	1,695.00	92*0357034	92*0357043
57095	General Fund Restricted	1,533.00	0.00	1,533.00	92*0357044	92*0357053
57096	General Fund Restricted	2,550.00	0.00	2,550.00	92*0357054	92*0357063
57097	General Fund Restricted	1,131.00	0.00	1,131.00	92*0357064	92*0357072
57098	General Fund Restricted	1,028.40	0.00	1,028.40	92*0357073	92*0357074
57099	General Fund Restricted	5,835.49	0.00	5,835.49	92*0357080	92*0357083
57100	General Fund Restricted	640.66	0.00	640.66	92*0357086	92*0357091
57101	General Fund Restricted	660.69	0.00	660.69	92*0357092	92*0357099
57102	General Fund Restricted	5,569.32	0.00	5,569.32	92*0357100	92*0357107
57103	General Fund Restricted	1,250.74	0.00	1,250.74	92*0357110	92*0357111
57104	General Fund Restricted	3,901.99	0.00	3,901.99	92*0357113	92*0357116
57107	General Fund Restricted	307.42	0.00	307.42	92*0357148	92*0357148
57108	General Fund Restricted	2,796.06	0.00	2,796.06	92*0357154	92*0357161
57110	General Fund Restricted	3,189.51	0.00	3,189.51	92*0357164	92*0357164
57111	General Fund Restricted	1,934.96	0.00	1,934.96	92*0357169	92*0357174
57112	General Fund Restricted	11,683.12	0.00	11,683.12	92*0357175	92*0357179

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57113	General Fund Restricted	1,383.71	0.00	1,383.71	92*0357181	92*0357187
57116	General Fund Restricted	341.90	0.00	341.90	92*0357190	92*0357190
57119	General Fund Restricted	25.00	0.00	25.00	92*0357205	92*0357205
57120	General Fund Restricted	900.00	0.00	900.00	92*0357207	92*0357208
57122	General Fund Restricted	8,187.46	0.00	8,187.46	92*0357210	92*0357215
57123	General Fund Restricted	43,565.53	0.00	43,565.53	92*0357217	92*0357219
57124	General Fund Restricted	892.66	0.00	892.66	92*0357224	92*0357225
57126	General Fund Restricted	2,672.88	0.00	2,672.88	92*0357235	92*0357238
57127	General Fund Restricted	12,344.80	0.00	12,344.80	92*0357242	92*0357244
57128	General Fund Restricted	1,199.89	0.00	1,199.89	92*0357245	92*0357252
57129	General Fund Restricted	4,030.16	0.00	4,030.16	92*0357253	92*0357259
57137	General Fund Restricted	347.54	0.00	347.54	92*0357293	92*0357296
57138	General Fund Restricted	1,715.66	0.00	1,715.66	92*0357301	92*0357307
57139	General Fund Restricted	5,946.14	0.00	5,946.14	92*0357309	92*0357314
57140	General Fund Restricted	1,396.65	0.00	1,396.65	92*0357316	92*0357320
57141	General Fund Restricted	28,203.26	0.00	28,203.26	92*0357321	92*0357322
57142	General Fund Restricted	306.74	0.00	306.74	92*0357324	92*0357326
57148	General Fund Restricted	38,060.00	0.00	38,060.00	92*0357353	92*0357359
57150	General Fund Restricted	2,100.00	0.00	2,100.00	92*0357368	92*0357368
57154	General Fund Restricted	2,272.91	0.00	2,272.91	92*0357389	92*0357392
57162	General Fund Restricted	1,632.27	0.00	1,632.27	92*0357424	92*0357430
57164	General Fund Restricted	677.70	0.00	677.70	92*0357432	92*0357437
57165	General Fund Restricted	290.02	0.00	290.02	92*0357438	92*0357442
57167	General Fund Restricted	21,088.14	0.00	21,088.14	92*0357448	92*0357448
57168	General Fund Restricted	7,717.82	0.00	7,717.82	92*0357450	92*0357452
57170	General Fund Restricted	186,969.60	0.00	186,969.60	92*0357459	92*0357459
57171	General Fund Restricted	1,051.66	0.00	1,051.66	92*0357461	92*0357465
57172	General Fund Restricted	482.78	0.00	482.78	92*0357468	92*0357474
57173	General Fund Restricted	1,471.91	0.00	1,471.91	92*0357475	92*0357480
57179	General Fund Restricted	3,060.00	0.00	3,060.00	92*0357496	92*0357498
57180	General Fund Restricted	128.63	0.00	128.63	92*0357500	92*0357500
57181	General Fund Restricted	2,000.00	0.00	2,000.00	92*0357501	92*0357501
57183	General Fund Restricted	1,687.25	0.00	1,687.25	92*0357514	92*0357516
57185	General Fund Restricted	315.41	0.00	315.41	92*0357523	92*0357529
57186	General Fund Restricted	46.14	0.00	46.14	92*0357534	92*0357534
57190	General Fund Restricted	1,271.30	0.00	1,271.30	92*0357543	92*0357548
57191	General Fund Restricted	8,328.95	0.00	8,328.95	92*0357551	92*0357556
57192	General Fund Restricted	1,198.00	0.00	1,198.00	92*0357557	92*0357557
57194	General Fund Restricted	1,639.26	0.00	1,639.26	92*0357562	92*0357564
57200	General Fund Restricted	2,614.65	0.00	2,614.65	92*0357581	92*0357585
57202	General Fund Restricted	6,361.00	0.00	6,361.00	92*0357591	92*0357592

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57203	General Fund Restricted	3,534.00	0.00	3,534.00	92*0357596	92*0357603
57204	General Fund Restricted	30,149.81	0.00	30,149.81	92*0357604	92*0357604
57205	General Fund Restricted	581.00	0.00	581.00	92*0357606	92*0357610
57208	General Fund Restricted	1,178.09	0.00	1,178.09	92*0357616	92*0357619
57217	General Fund Restricted	32,816.40	0.00	32,816.40	92*0358009	92*0358010
57220	General Fund Restricted	1,677.08	0.00	1,677.08	92*0358018	92*0358026
57221	General Fund Restricted	25,942.97	0.00	25,942.97	92*0358027	92*0358029
57222	General Fund Restricted	266.07	0.00	266.07	92*0358032	92*0358032
57223	General Fund Restricted	4,807.00	0.00	4,807.00	92*0358037	92*0358039
57224	General Fund Restricted	27,884.69	0.00	27,884.69	92*0358040	92*0358041
Total Fund 12 General Fund Restricted		<u><u>\$1,035,970.62</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,035,970.62</u></u>		

Check Registers Submitted for Approval
 Checks Written for Period 06/08/13 thru 07/12/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56967	GF Unrestricted One-Time Func	543.68	0.00	543.68	92*0356047	92*0356048
56979	GF Unrestricted One-Time Func	6,804.08	0.00	6,804.08	92*0356113	92*0356116
56991	GF Unrestricted One-Time Func	910.00	0.00	910.00	92*0356179	92*0356179
57006	GF Unrestricted One-Time Func	413.16	0.00	413.16	92*0356304	92*0356304
57009	GF Unrestricted One-Time Func	17,483.10	0.00	17,483.10	92*0356317	92*0356317
57010	GF Unrestricted One-Time Func	1,699.31	0.00	1,699.31	92*0356320	92*0356321
57014	GF Unrestricted One-Time Func	9,144.40	0.00	9,144.40	92*0356344	92*0356344
57021	GF Unrestricted One-Time Func	263,188.72	0.00	263,188.72	92*0356364	92*0356373
57026	GF Unrestricted One-Time Func	1,035.00	0.00	1,035.00	92*0356402	92*0356407
57027	GF Unrestricted One-Time Func	3,628.80	0.00	3,628.80	92*0356408	92*0356408
57031	GF Unrestricted One-Time Func	1,200.00	0.00	1,200.00	92*0356444	92*0356444
57032	GF Unrestricted One-Time Func	22,606.43	0.00	22,606.43	92*0356449	92*0356455
57046	GF Unrestricted One-Time Func	103,332.83	0.00	103,332.83	92*0356523	92*0356523
57049	GF Unrestricted One-Time Func	84,093.12	0.00	84,093.12	92*0356539	92*0356543
57053	GF Unrestricted One-Time Func	25,373.45	0.00	25,373.45	92*0356564	92*0356568
57054	GF Unrestricted One-Time Func	52,464.83	0.00	52,464.83	92*0356569	92*0356569
57057	GF Unrestricted One-Time Func	300.00	0.00	300.00	92*0356590	92*0356590
57058	GF Unrestricted One-Time Func	42,430.68	0.00	42,430.68	92*0356594	92*0356599
57062	GF Unrestricted One-Time Func	561.60	0.00	561.60	92*0356623	92*0356623
57063	GF Unrestricted One-Time Func	2,519.00	0.00	2,519.00	92*0356639	92*0356639
57075	GF Unrestricted One-Time Func	8,876.72	0.00	8,876.72	92*0356692	92*0356693
57078	GF Unrestricted One-Time Func	15,005.22	0.00	15,005.22	92*0356704	92*0356708
57082	GF Unrestricted One-Time Func	3,377.50	0.00	3,377.50	92*0356987	92*0356987
57091	GF Unrestricted One-Time Func	113,887.92	0.00	113,887.92	92*0357016	92*0357022
57100	GF Unrestricted One-Time Func	1,105.61	0.00	1,105.61	92*0357087	92*0357090
57102	GF Unrestricted One-Time Func	72.87	0.00	72.87	92*0357103	92*0357103
57107	GF Unrestricted One-Time Func	778.89	0.00	778.89	92*0357151	92*0357151
57109	GF Unrestricted One-Time Func	273,988.75	0.00	273,988.75	92*0357162	92*0357162
57110	GF Unrestricted One-Time Func	10,640.09	0.00	10,640.09	92*0357163	92*0357165
57114	GF Unrestricted One-Time Func	90,515.10	0.00	90,515.10	92*0357188	92*0357188
57115	GF Unrestricted One-Time Func	1,677.37	0.00	1,677.37	92*0357189	92*0357189
57121	GF Unrestricted One-Time Func	17,440.68	0.00	17,440.68	92*0357209	92*0357209
57136	GF Unrestricted One-Time Func	11,634.23	0.00	11,634.23	92*0357289	92*0357292
57139	GF Unrestricted One-Time Func	3,288.00	0.00	3,288.00	92*0357308	92*0357308
57141	GF Unrestricted One-Time Func	6,290.68	0.00	6,290.68	92*0357323	92*0357323
57148	GF Unrestricted One-Time Func	59,529.65	0.00	59,529.65	92*0357354	92*0357358
57156	GF Unrestricted One-Time Func	2,201.49	0.00	2,201.49	92*0357394	92*0357395
57163	GF Unrestricted One-Time Func	19,936.83	0.00	19,936.83	92*0357431	92*0357431
57167	GF Unrestricted One-Time Func	45,936.28	0.00	45,936.28	92*0357449	92*0357449
57169	GF Unrestricted One-Time Func	38,448.13	0.00	38,448.13	92*0357454	92*0357458
57184	GF Unrestricted One-Time Func	414.51	0.00	414.51	92*0357517	92*0357519

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Check Registers Submitted for Approval
 Checks Written for Period 06/08/13 thru 07/12/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57187	GF Unrestricted One-Time Func	12,236.54	0.00	12,236.54	92*0357536	92*0357539
57191	GF Unrestricted One-Time Func	513.00	0.00	513.00	92*0357552	92*0357552
57193	GF Unrestricted One-Time Func	44,768.79	0.00	44,768.79	92*0357559	92*0357559
57200	GF Unrestricted One-Time Func	119.37	0.00	119.37	92*0357586	92*0357586
57201	GF Unrestricted One-Time Func	659.43	0.00	659.43	92*0357588	92*0357589
57204	GF Unrestricted One-Time Func	9,165.43	0.00	9,165.43	92*0357605	92*0357605
57217	GF Unrestricted One-Time Func	255,556.60	0.00	255,556.60	92*0358011	92*0358011
57218	GF Unrestricted One-Time Func	20,636.56	0.00	20,636.56	92*0358012	92*0358013
57222	GF Unrestricted One-Time Func	232.24	0.00	232.24	92*0358031	92*0358031
57224	GF Unrestricted One-Time Func	1,591.37	0.00	1,591.37	92*0358042	92*0358042
Total Fund 13 GF Unrestricted One-Time		<u>\$1,710,258.04</u>	<u>\$0.00</u>	<u>\$1,710,258.04</u>		

Check Registers Submitted for Approval
 Checks Written for Period 06/08/13 thru 07/12/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56974	Child Development Fund	1,099.96	0.00	1,099.96	92*0356081	92*0356083
56982	Child Development Fund	745.33	0.00	745.33	92*0356126	92*0356135
56983	Child Development Fund	3,598.18	0.00	3,598.18	92*0356136	92*0356142
56995	Child Development Fund	6,969.60	0.00	6,969.60	92*0356197	92*0356197
57016	Child Development Fund	3,381.24	0.00	3,381.24	92*0356348	92*0356354
57041	Child Development Fund	1,412.50	0.00	1,412.50	92*0356509	92*0356510
57065	Child Development Fund	3,784.72	0.00	3,784.72	92*0356645	92*0356651
57067	Child Development Fund	11,066.57	0.00	11,066.57	92*0356665	92*0356670
57085	Child Development Fund	175.00	0.00	175.00	92*0357001	92*0357005
57088	Child Development Fund	6,660.00	0.00	6,660.00	92*0357010	92*0357010
57131	Child Development Fund	9,518.14	0.00	9,518.14	92*0357266	92*0357273
57145	Child Development Fund	3,127.07	0.00	3,127.07	92*0357344	92*0357348
57166	Child Development Fund	743.68	0.00	743.68	92*0357443	92*0357447
57174	Child Development Fund	3,586.51	0.00	3,586.51	92*0357482	92*0357489
57175	Child Development Fund	461.79	0.00	461.79	92*0357490	92*0357490
57196	Child Development Fund	19,687.32	0.00	19,687.32	92*0357568	92*0357572
57207	Child Development Fund	13,307.45	0.00	13,307.45	92*0357612	92*0357615
57211	Child Development Fund	800.00	0.00	800.00	92*0357631	92*0357631
Total Fund 33 Child Development Fund		<u>\$90,125.06</u>	<u>\$0.00</u>	<u>\$90,125.06</u>		

Check Registers Submitted for Approval
 Checks Written for Period 06/08/13 thru 07/12/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56985	Capital Outlay Projects Fund	13,885.00	0.00	13,885.00	92*0356145	92*0356145
56997	Capital Outlay Projects Fund	11,417.32	0.00	11,417.32	92*0356201	92*0356204
57019	Capital Outlay Projects Fund	5,085.00	0.00	5,085.00	92*0356361	92*0356362
57045	Capital Outlay Projects Fund	4,059.43	0.00	4,059.43	92*0356521	92*0356522
57072	Capital Outlay Projects Fund	76,000.00	0.00	76,000.00	92*0356680	92*0356681
57073	Capital Outlay Projects Fund	7,549.51	0.00	7,549.51	92*0356682	92*0356684
57089	Capital Outlay Projects Fund	10,412.50	0.00	10,412.50	92*0357011	92*0357011
57134	Capital Outlay Projects Fund	22,699.25	0.00	22,699.25	92*0357282	92*0357286
57147	Capital Outlay Projects Fund	1,500.19	0.00	1,500.19	92*0357351	92*0357352
57152	Capital Outlay Projects Fund	1,050.00	0.00	1,050.00	92*0357374	92*0357374
57177	Capital Outlay Projects Fund	80,274.24	0.00	80,274.24	92*0357492	92*0357494
57198	Capital Outlay Projects Fund	4,389.27	0.00	4,389.27	92*0357576	92*0357579
57226	Capital Outlay Projects Fund	27,208.76	0.00	27,208.76	92*0358046	92*0358049
Total Fund 41 Capital Outlay Projects Fu		<u>\$265,530.47</u>	<u>\$0.00</u>	<u>\$265,530.47</u>		

Check Registers Submitted for Approval
 Checks Written for Period 06/08/13 thru 07/12/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56984	Bond Fund, Measure E	588,388.59	0.00	588,388.59	92*0356143	92*0356144
56996	Bond Fund, Measure E	91,467.63	0.00	91,467.63	92*0356198	92*0356200
57017	Bond Fund, Measure E	471,887.93	0.00	471,887.93	92*0356355	92*0356356
57018	Bond Fund, Measure E	34,742.21	0.00	34,742.21	92*0356357	92*0356360
57042	Bond Fund, Measure E	78,831.08	0.00	78,831.08	92*0356511	92*0356518
57043	Bond Fund, Measure E	811.50	0.00	811.50	92*0356519	92*0356519
57068	Bond Fund, Measure E	85,450.89	0.00	85,450.89	92*0356671	92*0356671
57069	Bond Fund, Measure E	64,171.55	0.00	64,171.55	92*0356672	92*0356672
57070	Bond Fund, Measure E	132,552.96	0.00	132,552.96	92*0356673	92*0356678
57071	Bond Fund, Measure E	20,172.00	0.00	20,172.00	92*0356679	92*0356679
57117	Bond Fund, Measure E	12,302.00	0.00	12,302.00	92*0357197	92*0357198
57132	Bond Fund, Measure E	30,789.28	0.00	30,789.28	92*0357274	92*0357279
57133	Bond Fund, Measure E	330,924.45	0.00	330,924.45	92*0357280	92*0357281
57146	Bond Fund, Measure E	156,756.67	0.00	156,756.67	92*0357349	92*0357350
57151	Bond Fund, Measure E	3,058.00	0.00	3,058.00	92*0357373	92*0357373
57176	Bond Fund, Measure E	10,480.00	0.00	10,480.00	92*0357491	92*0357491
57197	Bond Fund, Measure E	4,865.59	0.00	4,865.59	92*0357573	92*0357575
57225	Bond Fund, Measure E	15,971.00	0.00	15,971.00	92*0358043	92*0358045
Total Fund 42 Bond Fund, Measure E		<u>\$2,133,623.33</u>	<u>\$0.00</u>	<u>\$2,133,623.33</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56986	Property and Liability Fund	4,604.50	0.00	4,604.50	92*0356146	92*0356146
56998	Property and Liability Fund	9,172.20	0.00	9,172.20	92*0356205	92*0356206
57008	Property and Liability Fund	39,553.70	0.00	39,553.70	92*0356316	92*0356316
57044	Property and Liability Fund	4,982.85	0.00	4,982.85	92*0356520	92*0356520
57178	Property and Liability Fund	5,266.60	0.00	5,266.60	92*0357495	92*0357495
57227	Property and Liability Fund	5,680.25	0.00	5,680.25	92*0358050	92*0358051
Total Fund 61 Property and Liability Fund		<u>\$69,260.10</u>	<u>\$0.00</u>	<u>\$69,260.10</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57020	Workers' Compensation Fund	6.16	0.00	6.16	92*0356363	92*0356363
Total Fund 62 Workers' Compensation Fu		<u><u>\$6.16</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6.16</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
57135	Student Financial Aid Fund	410.71	0.00	410.71	92*0357287	92*0357288
57199	Student Financial Aid Fund	22,273.08	0.00	22,273.08	92*0357580	92*0357580
Total Fund 74 Student Financial Aid Fund		<u><u>\$22,683.79</u></u>	<u><u>\$0.00</u></u>	<u><u>\$22,683.79</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,939,902.96
Total Fund 12 General Fund Restricted	1,035,970.62
Total Fund 13 GF Unrestricted One-Time Fund	1,710,258.04
Total Fund 33 Child Development Fund	90,125.06
Total Fund 41 Capital Outlay Projects Fund	265,530.47
Total Fund 42 Bond Fund, Measure E	2,133,623.33
Total Fund 61 Property and Liability Fund	69,260.10
Total Fund 62 Workers' Compensation Fund	6.16
Total Fund 74 Student Financial Aid Fund	22,683.79
Grand Total:	<u><u>\$9,267,360.53</u></u>

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of the 2013-14 Proposed Adopted Budget Assumptions	
Action:	Request for Approval	

BACKGROUND

Each spring, the Board of Trustees approves the Budget Assumptions that serve as the foundation used in the development of the district's annual budget. This year due to the uncertainty of the impact of the state budget at that time, and to give the board the opportunity to provide additional feedback, it is recommended the Board review and update the assumptions for use in completing the Proposed Adopted Budget.

ANALYSIS

The attached Proposed Adopted Budget Assumptions have been revised with the latest known impacts of the 2013-14 enacted state budget, however there are still some estimates and unknown impacts that should be clarified prior to adoption of the budget at the September 9, 2013 Board meeting. The 2012-13 fiscal year was the first year utilizing our new revenue allocation model based on the statewide SB361 Budget Allocation Model. This revenue allocation model distributes funding to the RSCCD campuses based on FTES generation and campus size. We will continue to use this model in 2013-14.

These assumptions now include a Cost of Living Adjustment (COLA) of 1.57% and restoration/access/growth increase of 1.63%. These revenue assumptions net approximately \$4.4 million in additional funding. In addition, the assumptions include increased allocations to Student Services programs including Student Success (Matriculation), DSPS, EOPS, and CalWORKs, as well as allocations for Scheduled Maintenance/Instructional Equipment, Energy Efficiency, and Adult Education/Apprenticeship. The impact on these allocations to our budget is not yet known. The general fund expense assumptions net an additional \$2.2 million and a planned spend down of the Budget Stabilization Fund of \$1.8 million.

RECOMMENDATION

It is recommended that the Board of Trustees approve the updated Budget Assumptions for the 2013-14 fiscal year as presented.

Fiscal Impact:	TBD	Board Date: July 22, 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
UNRESTRICTED GENERAL FUND
2013-14 Proposed Adopted Budget Assumptions
July 22, 2013**

I. State Revenue

A. Budgeting will continue to utilize the District's Budget Allocation Model based on SB 361, modified using carryover resources to balance the budget.

B. FTES Workload Measures Assumptions:

Year	Base	Actual	Funded	Actual Growth
2010/11	29,961.80	30,515.15	30,515.15	1.85%
2011/12 a	28,182.19	27,711.41	27,711.41	-9.19%
2012/13	27,711.41 b	28,192.21 c	28,158.42 EST.	1.61%

a - based on 2011/12 Recalculation received 2/21/2013

b - based on 2012/13 P1 (March Revision) received 3/8/2013

c - based on 2012/13 P2 received 6/24/2013

The 2013-14 system budget includes funding for Cost of Living Adjustment (COLA) at 1.57% or \$87,500,000 systemwide and Restoration/Access/Growth at 1.63% or \$89,400,000 systemwide.

Projected COLA (Est.)	2,185,000
Projected Restoration/Access/Growth (Est.)	2,235,000
Projected Deficit	-
Base for 2013/14	<u>4,420,000</u>

2013/14 Est. 1.63% Restr./Access/Growth for target FTES: 28,617

D. Unrestricted lottery is projected at \$124.25 per FTES (\$3,554,727). Restricted lottery at \$30 per FTES (\$858,284). (2012/13 P2 of resident & nonresident factored FTES, 28,609 x 124.25 = \$3,554,727 unrestricted lottery; 28,609 x 30 = \$858,284)

E. Estimated reimbursement for part-time faculty compensation is estimated at \$691,647 (2012/13 actual revenue).

F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. Additional allocations for EOPS, DSPS, CalWORKs, and Student Success (Matriculation) are included in the final state budget act. These new revenues and corresponding expenditures have been included in the proposed adopted budget. In addition, the colleges must make any adjustments to matching requirements in their unrestricted general fund expenditure budgets.

G. BOG fee waivers administration total funding estimated at \$240,102 (2012/13 actual revenue).

II. Other Revenue

H. Non-Resident Tuition budgeted at \$1,600,000.

I. Interest earnings estimated at \$150,000.

J. Other miscellaneous income is estimated at \$398,090 (includes transcripts, fines, fees, rents, sale of equipment)

K. Mandated Block Grant reduced based on systemwide FTES growth, estimated at a total budget of \$750,000.

L. Apprenticeship revenue estimated at \$1,389,973 (2012/13 budgeted amount).

M. Scheduled Maintenance/Instructional Equipment Block Grant estimated at \$750,000 allocated to the colleges split by the current FTES allocation of 70.8% SAC/29.2% SCC.

N. Energy Efficiency/Prop 39 revenue is estimated at \$1M pending regulations on use of the funds.

O. New Adult Ed/Apprenticeship Program is not included in the budget as the effects are still to be determined.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2013-14 Proposed Adopted Budget Assumptions
July 22, 2013**

III. Appropriations and Expenditures

- A. The Base Budget for 2013/14 will begin with a rollover in total budget by site from 2012/13. The 2013/14 budget will be balanced by using a portion of the 2012/13 unrestricted ending balance in excess of the 5% Restricted Reserve (Budget Stabilization Fund).
- B. The COLA revenue (estimated at \$2.185 million) will be set aside in districtwide expenditure accounts subject to collective bargaining.
- C. Step and column movement is budgeted at an additional cost of approximately \$1.1 million including benefits.
- D. Health and Welfare benefit premium cost decrease estimated at -3.1% for a potential savings pending plan changes for active employees from open enrollment period, and an additional savings of \$300,000 for retirees. State Unemployment Insurance local experience charges are estimated at \$250,000 (2012/13 budgeted amount). CalPERS employer contribution rate estimated to remain the same in 2013/14 at 11.417%. The cost of each 1% increase in the PERS rate is approximately \$300,000. There is currently no proposed increase in the STRS rate although projections indicate large increases beginning 2014/15. The cost of each 1% increase in the STRS rate is approximately \$550,000.
- E. The full-time faculty obligation (FON) for Fall 2013 is estimated at 329.80 but districts have not been required to comply with this requirement for several years due to the budget crisis. It is expected that the requirement to comply with the FON will be reinstated in 2014-15. The District is currently recruiting 14 faculty positions (one of which does not count toward the FON) for an estimated total of 13 positions counting toward the obligation. Therefore, with four additional retirements that have been submitted, the District expects to be 16.80 positions below the obligation in 2014-15 if additional hiring does not occur prior to July 1, 2014. This could result in a penalty of approximately \$1.2 million if they aren't filled. ($17 \times 69,128 = \$1,175,176$)

The additional cost of new faculty being hired for Fall 2013 is estimated at \$847,381. SAC is filling four vacancies and adding seven new positions. SCC is filling three vacancies. (The cost of the seven new positions is budgeted at Class VI, Step 10 $\$84,041.19 \times 7 = \$588,288.33 + \$37,013.3 \times 7 = \$259,093.10$, for a total of \$847,381.43).
- F. The current rate per Lecture Hour Equivalent (LHE) for hourly faculty is \$1,100 effective Spring 2013. This represents a 2% increase from 2012.
- G. Retiree Health Benefit Fund - The District will continue to contribute 1% of total salaries plus an additional \$500,000 toward the Annual Required Contribution (ARC).
- H. Capital Outlay Fund - The District will continue to contribute \$1,500,000 for various Scheduled Maintenance and Capital Projects (in addition to the \$375,000 allocated from the State).
- I. Other Districtwide expenses:
 - Property and Liability Insurance cost, estimated at \$1,700,000
 - Trustee Election Expense -0- in 2013/14 as there is no election.
- J. Utilities cost increases including 5% overall estimated at \$200,000 plus \$250,000 due to opening of SCC Humanities, Pool and Gym complex, should be budgeted.
- K. Information Technology licensing contract escalation of 7%, estimated at \$125,000.
- L. In allocating the Scheduled Maintenance/Instructional Equipment Block Grant as noted in II-M above, the colleges will need to budget the appropriate match requirements in unrestricted funds (3:1 for Instructional Equipment and 1:1 for Scheduled Maintenance). These funds are allocated by the 70.8%/29.2% split.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Consulting Services – The Dolinka Group	
Action:	Request for Approval	

BACKGROUND

Prior to 1994, School and Community College Districts were required to negotiate independent “pass through” agreements with local Redevelopment Agencies (RDA) to partially compensate for lost property taxes that were diverted from school districts and community college districts for Redevelopment Agency projects. AB 1290, passed in 1993, requires RDA’s to make pass through payments, by revenue formulas, to affected taxing agencies without the need for negotiated agreements by project area. AB1290 also required that certain pass through revenue to districts be counted as local property taxes for offset purposes for K-14 state apportionment payments.

With the elimination of Redevelopment Agencies and the responsibility of the successor agencies to continue to properly distribute pass through payments as enforceable obligations to school and community college districts through the term of those agreements, the responsibility and burden of identifying which redevelopment property tax income is used as an offset to state apportionment funding and which funds are available for districts to use under the terms of the pass through agreements is now placed upon each district.

ANALYSIS

The Dolinka Group has provided redevelopment agency consulting services to the district over the last three years. They identified and evaluated all RDA agreements that fall within the RSCCD district boundaries. They more closely evaluated twelve RDA project area agreements and calculated historical and future pass-through payments owed to the RSCCD for selected redevelopment agencies and their successor agencies. Discrepancies have been found with these successor agency calculations and they are actively negotiating with these agencies for these district funds as prior year enforceable obligations. In addition, these updated calculated obligations to the district need to be included in the successor agencies Recognized Obligation Payment Schedule (ROPS).

Annual audits of those agencies to ensure proper distribution of successor agency redevelopment pass through funds and the Orange County Auditor Controllers Office, who distributes these funds to districts, are necessary to ensure that those funds subject to state apportionment offsets are properly distinguished from those funds that are pass through agreement funds which are not an offset to state apportionment calculations and are available for district use in conformance with the pass through agreements.

The attached Dolinka Group proposal, to provide these services is a flat fee of \$30,000, plus reimbursable expenses, to perform these audits in the 2013-2014 fiscal year, and a flat fee of \$20,500, plus reimbursable expenses, to perform these audits for fiscal years 2014-2015 through 2017/2018.

These costs can appropriately be paid for by the current district RDA funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the redevelopment consulting services of The Dolinka Group as presented.

Fiscal Impact:	\$30,000 plus reimbursable expenses for 2013-14	Board Date:	July 22, 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		

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this ___ day of _____ 2013, by and between Rancho Santiago Community College District at 2323 North Broadway, Santa Ana, CA 92706, hereinafter called "Client", and Dolinka Group, LLC at 20 Pacifica, Suite 900, Irvine, CA 92618, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement". Consultant may subcontract any portion of the Consulting Services, provided that Consultant shall notify Client in writing of the name and address of any proposed subcontractor and Client either consents or fails to respond to the notification with respect to the use of any particular proposed subcontractor within ten (10) business days of delivery thereof.

Section 1.2 No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

ARTICLE II. OWNERSHIP; USE

Section 2.1 Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials") (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

Section 2.2 Client's Rights and Obligations. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors

against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. Rates are exclusive of taxes, levies, duties, governmental charges or expenses. If Consultant is required to pay any of the foregoing based on Consultant Services provided under this Agreement, such taxes, levies, duties, governmental charges and expenses (with the exception of any Consultant's income taxes) will be billed and paid by Client.

Section 3.2 Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
- (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.

Section 3.3 Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services

performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

Section 3.4 Records. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client upon request.

ARTICLE V. OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

Section 5.2 Client Responsibility.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

(c) Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, or (ii) Client's breach of its warranties or covenants hereunder. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 5.3 Testimony. In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the Consulting Services rendered hereunder, and the parties do not separately contract for such additional services, Client shall compensate Consultant for such appearances at a rate of \$300 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

Section 5.4 Non-Solicitation. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.4), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

ARTICLE VI.
TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

5.3 (6)

Section 6.2 Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within three (3) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIALITY

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order

or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: bdolinka@dolinkagroup.com; Client: _____) but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

5.3 (8)

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b) Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

Section 8.12 Limitation. The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

Section 8.14 Limitation of Liability. In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within eighteen (18) months after the cause of action arises.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Dolinka Group, LLC

**Rancho Santiago Community College
District**

By: Benjamin E. Dolinka

Benjamin E. Dolinka
President/CEO

By: _____

Date: 6/19/2013

Date: _____

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5.3 (10)

EXHIBIT A

STATEMENT OF WORK RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT REDEVELOPMENT SERVICES

Dolinka Group, LLC shall provide Redevelopment Assistance to the Rancho Santiago Community College District ("School District" or "Client") to annually audit redevelopment pass-through payments. Dolinka Group shall provide services in fiscal year 2013/2014 through fiscal year 2017/2018. The specific activities and tasks to be performed under this Statement of Work include the following:

Activity I: Annual Audit

Task 1. Collect Annual Data

This task involves collecting and reviewing annual data from the Orange County Auditor-Controller's Office for each redevelopment project area. Such data will include, but not be limited to, assessed valuation, tax rate areas, and tax rates for the given fiscal year.

Task 2. Gather New and Amended Documentation

This task involves gathering and reviewing new and amended documentation from each given redevelopment agency for the Redevelopment Project Areas. Such documentation may include, but not be limited to redevelopment plans, ordinances, and project area maps.

Task 3. Confirm Time Limitations

This task involves confirming the initial and/or adjusted time limitations for the Redevelopment Project Areas. Dolinka Group shall confirm the time frames for (i) commencement of pass-through payments to the School District from each redevelopment agency and (ii) extensions to the termination of pass-through payments.

Task 4. Calculate Expected Pass-Through Payment(s)

This task involves calculating the owed pass-through payments for the Redevelopment Project Areas for the previous fiscal year. Dolinka Group shall use data/documentation obtained in Tasks 1, 2, and 3 to calculate the pass-through payment owed to the School District from each redevelopment agency from the previous fiscal year.

Task 5. Update Projected Future Tax Increment

This task involves updating projected future tax increment receipts using data/documentation obtained in Tasks 1, 2, and 3. Unless otherwise specified, such

projections will assume an annual assessed value growth assumption of two (2) percent.

Task 6. Audit Remittances

This task involves auditing remittances of pass-through payments to the School District from each redevelopment agency in the previous fiscal year. Dolinka Group shall collect pass-through payment records from the School District from the previous fiscal year and sort the records by the Redevelopment Project Areas.

Task 7. Perform Comparisons

This task involves comparing the expected pass-through payments calculated in Task 4 with the audited remittances in Task 6. Dolinka Group shall determine if each redevelopment agency has remitted the correct amount to the School District for the Redevelopment Project Areas in the previous fiscal year.

Task 8. Confirm Payment Apportionments

This task involves confirming the apportionment requirements of pass-through payments received by the School District for the Redevelopment Project Areas. To confirm the payment apportionments, Dolinka Group will rely on applicable statutory provisions required by California redevelopment law and legal counsel retained by the School District.

Task 9. Verify Reporting Requirements

This task involves researching and verifying the revenue limit requirements of pass-through payments received by the School District from the Redevelopment Project Areas for the previous fiscal year. Dolinka Group will rely on applicable statutory provisions required by California redevelopment law and legal counsel retained by the School District to confirm the reporting requirements.

Task 10. Update Report

This task involves updating the summary report for the Redevelopment Project Areas.

Task 11. Update Redevelopment Web Portal

This task involves updating the Redevelopment Web Portal previously provided to the School District.

Task 12. Meeting with Staff

This task involves one (1) meeting with the staff of the School District to review and discuss findings and updates from Tasks 1 through 10.

EXHIBIT B

FEE SCHEDULE

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
REDEVELOPMENT SERVICES**

The proposed budget for Dolinka Group, LLC to provide five (5) audits to the Rancho Santiago Community College District ("Client" or "School District") as outlined in the Statement of Work (Exhibit A) shall be a flat fee of \$30,000 (plus expenses) in fiscal year 2013/2014 and flat fee of \$20,500 (plus expenses) per fiscal year for fiscal years 2014/2015 through 2017/2018.

Client shall make two payments per year instead of monthly payments as listed in Section 3.3 of the Agreement for Consulting Services. Such payments shall occur on July 1 and January 1 of each fiscal year.

In addition to fees for services, the Client shall reimburse Dolinka Group expenses as outlined in Section 3.2 of the Agreement.

S:\Proposals\Working Documents\Finance\Redevelopment\SY1213\RanchoSantiagoCCD\RSCCD_RedevServices_Audit_20130814_FN.docx

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

To: Board of Trustees	Date: July 22, 2013
Re: Approval to Renew Independent Audit Contract – Vavrinek, Trine, Day & Co. LLP	
Action: Request for Approval	

BACKGROUND

Education Code Section 84040 states that “the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district in accordance with regulations of the board of governors. The audit shall be made by certified public accountants licensed by the California Board of Accountancy.”

ANALYSIS

In October, 2011, the District sent out RFPs to sixteen auditing firms. Six proposals were received and each was thoroughly reviewed by District staff. The results of the RFP were then taken to the Board Fiscal/Audit Review Committee for discussion and review. Based upon this review and reference checking, the committee recommended contracting with Vavrinek, Trine, Day & Co., LLP to assist the District with independent auditing services beginning with the 2011/12 audit and the contract was approved by the Board at the February 27, 2012 meeting. In accordance with this Board item, annual renewal of the audit contract requires Board action. The services will be performed at the same fee as the prior year and includes the audit of the District, its three Foundations, and the Measure E Bond Fiscal and Performance audits.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract renewal with Vavrinek, Trine, Day & Co., LLP for auditing services for the 2012-13 fiscal year audit and authorize the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact:	\$124,800 for the Fiscal Year 2012-13 audit	Board Date: July 22, 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	



April 2, 2013

Board of Trustees
Rancho Santiago Community College District
District Operations Center
2323 North Broadway, Suite 404-2
Santa Ana, CA 92706-1640

Dear Board of Trustees:

We are pleased to confirm our understanding of the services we are to provide the Rancho Santiago Community College District (the District) for the year ended June 30, 2013.

We will audit the financial statements of the business-type activities, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2013. Accounting standards generally accepted in the United States of America and the Governmental Accounting Standards Board (GASB) provide for certain required supplementary information (RSI) to accompany the District's basic financial statements. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on the RSI. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Other Postemployment Benefits (OPEB) Funding Progress and Employer Contributions

Supplementary information other than RSI, such as the Schedule of Expenditures of Federal Awards, and schedules required under the State Chancellor's Office *Contracted District Audit Guide*, such as the Schedule of Expenditures of State Awards and the Schedule of Workload Measures for State General Apportionment, also accompany the District's basic financial statements. We will subject this supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements as a whole.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
- Compliance with laws and regulations in accordance with the California State Chancellor's Office *Contracted District Audit Guide*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, Federal awarding agencies, and, if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information, as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the Schedule of Expenditures of Federal Awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with the preparation of your financial statements, Schedule of Expenditures of Federal Awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, Schedule of Expenditures of Federal Awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and the Schedule of Expenditures of Federal Awards and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the business-type activities of the District and the respective changes in financial position, and, where applicable, cash flows in conformity with accounting principles generally accepted in the United States of America; and for Federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for management decisions and functions. As part of the audit, we will prepare a draft of your financial statements, Schedule of Expenditures of Federal Awards, and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and corrective action plans. The summary schedule of prior audit findings should be available for our review during the preliminary phase of our audit.

You are responsible for preparation of the Schedule of Expenditures of Federal Awards in conformity with OMB Circular A-133. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with OMB Circular A-133, (2) that you believe the Schedule of Expenditures of Federal Awards, including its form and content, is fairly presented in accordance with OMB Circular A-133, (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major Federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the agreed-upon number of bound copies, an original, and a print-ready PDF master of our reports to the District and will submit copies of the report to the agencies specified within your distribution list. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of VAVRINEK, TRINE, DAY & CO., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Chancellor's Office, the Federal Oversight Agencies or designee, a Federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of VAVRINEK, TRINE, DAY & CO., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the District. If we are aware that a Federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our firm has non-CPA partners. While these individuals are not anticipated to be assigned to your audit engagement, we will properly inform you of any services provided by them. Our non-CPA partners all work in our Rancho Cucamonga Office and provide ancillary consulting services to our governmental clients.

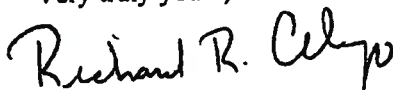
We expect to begin our audit at a mutually agreeable time and to issue our reports no later than December 31, 2013. We will communicate with you throughout the audit any changes in the proposed timelines or issues that will not permit the report to be issued by December 31, 2013. Our fee for these services will be \$85,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our fee is inclusive of all sundry costs associated with the audit including travel, processing, and other costs. We will be available to present the results of our audit to the District's Board of Trustees and/or Audit Committee periodically throughout the year. Our invoices for this fee will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Richard R. Alonzo is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

In addition to the requirements of this engagement letter, we will meet the requirements noted in the District's Request for Proposal For Independent Audit Services dated October 14, 2011, as well as the terms noted in our Proposal dated November 14, 2011, which was amended on January 31, 2012, in which the cost of services was updated.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review has been issued with no letter of comment and is included with this letter.

We appreciate the opportunity to continue to be of service to the Rancho Santiago Community College District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Richard R. Alonzo
of VAVRINEK, TRINE, DAY & CO., LLP

RRA/lss
Enclosures
130129

RESPONSE:

This letter correctly sets forth the understanding of the Rancho Santiago Community College District.

By:  _____

Title: VICE CHANCELLOR

Date: 4/1/13

The following individual has been designated to oversee the audit and will have responsibility for the completeness of the information presented for audit:

Name: ADAM O'CONNOR

Title: ASSI. VICE CHANCELLOR, FISCAL SERVICES

April 2, 2013

Board of Trustees
Rancho Santiago Community College District
District Operations Center
2323 North Broadway, Suite 404-2
Santa Ana, CA 92706-1640

Dear Board of Trustees:

The attached quality control review report of Vavrinek, Trine, Day & Co., LLP for the year ended December 31, 2011, is being provided to you in accordance with *Government Auditing Standards*. A new report will be provided to you every three years during the period that we performed audit services for you. The Firm received a peer review rating of pass.

Very truly yours,

A handwritten signature in black ink that reads "Richard R. Alonzo". The signature is written in a cursive style with a large initial "R".

Richard R. Alonzo
of Vavrinek, Trine, Day & Co., LLP

RRA:lss
attachment

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of the Student Fee Tax Credit Reporting Service – Xerox Education Services, Inc.	
Action:	Request for Approval	

BACKGROUND

The Taxpayer Relief Act of 1997 (TRA '97) provides tax credits to help families reduce out of pocket expenses for education. One of the credits, the American Opportunity Credit, provides up to \$2,500 per student, and another credit, the Lifetime Learning Credit, provides up to \$2,000 per year subject to limitations. For the past ten years, the district has complied with the TRA '97 reporting requirements through outsourcing with ACS Education Services, Inc. now called Xerox Education Services, Inc. (ACS/XES). The services include processing and mailing the required 1098-T forms, providing toll free customer service for student inquiries, website access and related services.

ANALYSIS

The district has previously contracted with ACS/XES for two five-year terms; however the district is currently considering providing these services in-house through the district's Datatel information system to save additional funds. It is anticipated that this transition may happen as soon as one year, therefore this contract is recommended for a one-year term, with four additional one-year extension options in case the programming takes longer or it is determined it isn't feasible.

For this new contract, ACS/XES has agreed to lower their per-form fee by over 29% to \$0.70 for a mailed form or \$.50 for an electronic copy for an estimated annual savings of approximately \$10,000 over the previous contract.

RECOMMENDATION

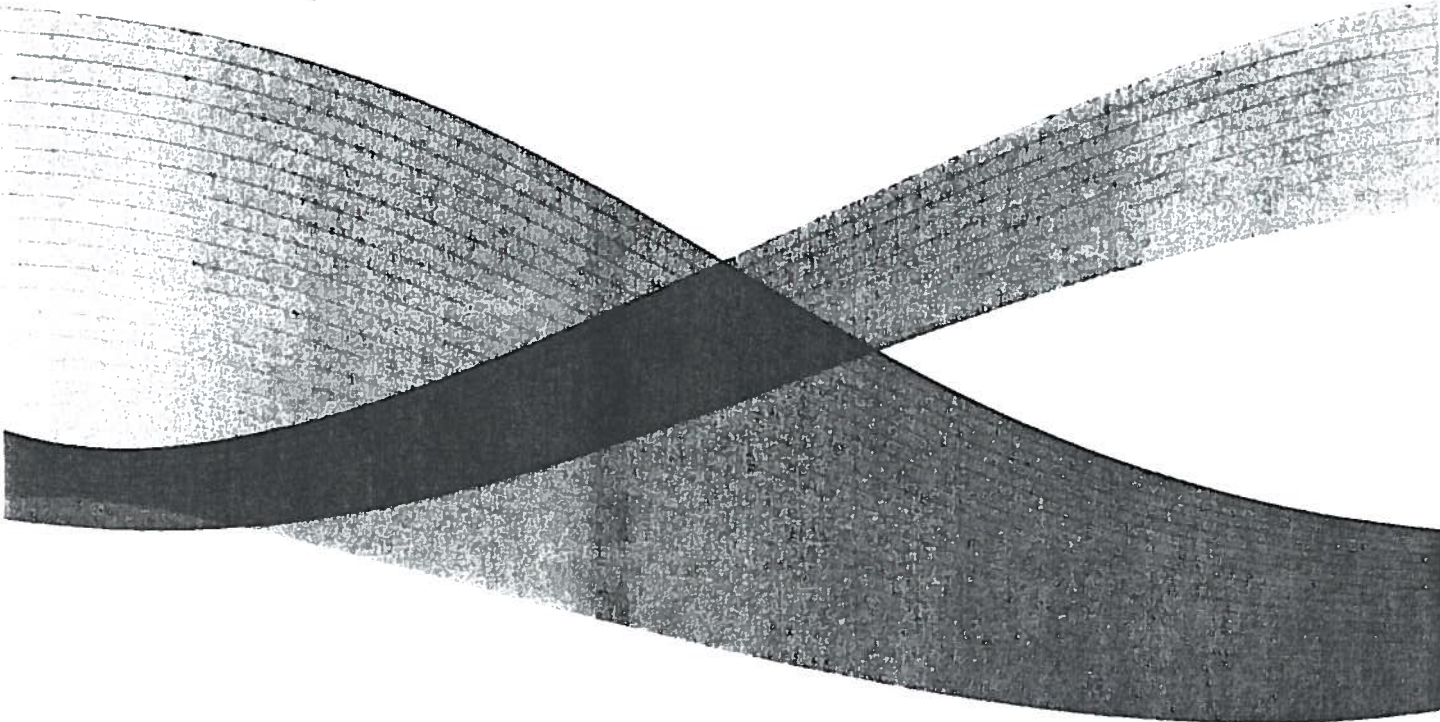
It is recommended that the Board of Trustees approve the agreement with Xerox Education Services, Inc. for the 2013/2014 fiscal year and authorize the Vice Chancellor, Business Operations/Fiscal Services to execute the agreement and any extensions if necessary as presented.

Fiscal Impact:	Approximately \$25,000 annually	Board Date: July 22, 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	

Tax Credit Reporting Service (TCRS) Agreement

Rancho Santiago
Community College District

March 20, 2013
900 Commerce Drive,
Suite 100
Oak Brook, IL 60523
(877) 829-1098



Tax Credit Reporting Service (TCRS) Service Agreement

This agreement is made and entered into as of July 1, 2013 by and between Xerox Education Services, LLC dba ACS Education Services, Inc. (ACS) at 900 Commerce Drive, Suite 100, Oak Brook, IL 60523 and Rancho Santiago Community College District (THE SCHOOL), with reference to the following facts:

- A. Section 6050s of the taxpayer relief act of 1997 (the "Act"), which established the hope scholarship credits and the lifetime learning tax credits, requires all post-secondary institutions, including THE SCHOOL, to accurately report payment of qualified tuition and related expenses paid to it by, or on behalf of, all students (the "Students") to both the student (the "Students") and to the internal revenue service (the "IRS"), on an annual basis.
- B. THE SCHOOL desires that ACS assist it, and ACS desires to assist THE SCHOOL, in THE SCHOOL's satisfaction of its obligations to report information to the IRS, the Students, and the taxpayers under the act.

Now, therefore, ACS and THE SCHOOL hereby agree as follows:

1. ACS's Obligations

- A. ACS shall assist THE SCHOOL in the satisfaction of THE SCHOOL's obligations to report information to the IRS, Students and Taxpayers as required by the Act by providing a tuition tax credit reporting service to THE SCHOOL. The parties recognize that these reporting requirements may vary from year to year due to legislative or regulatory changes. In so assisting THE SCHOOL, ACS will prepare and mail Form 1098-Ts and will provide the data management, call center customer service and reporting in accordance with generally established procedures and industry standards and practices. ACS will also maintain and disseminate information on the terms of the Act and related IRS regulations to Taxpayers, Students and THE SCHOOL; provided, however, that in doing so ACS shall not be deemed to be rendering any tax or legal advice whatsoever.
- B. In addition to the services described above, THE SCHOOL may request that ACS (i) issue notices and other correspondence, such as W9-S Forms to Students and Taxpayers, in a format defined by the IRS and mutually agreeable to ACS and THE SCHOOL, (ii) update the database with data provided by Students and Taxpayers, (iii) notify THE SCHOOL of all mail returned undeliverable, as well as non-responsive accounts, (iv) perform skip tracing on returned mail with the understanding that an additional charge may be associated with this activity and/or (v) perform other services related to these programs, such as reporting of 1098-E information. If THE SCHOOL so

requests, ACS will perform such additional services for additional fees to be mutually agreed upon by ACS and THE SCHOOL.

- C. Within a reasonable period after delivery of the "Electronic Listing" to ACS (as provided in Section 2 below), ACS shall update its database by adding student demographic information, student financial information, and any other new information that may be required to meet the Act's reporting obligations. ACS will institute reasonable controls to maintain the Electronic Listing and other information provided by THE SCHOOL to ACS for purposes of this Agreement in a secure and confidential manner, protected from unauthorized access. ACS and THE SCHOOL will agree upon the designated personnel of THE SCHOOL who will have access to this information while in ACS's control. ACS recognizes that it has no authority to make any disclosures of educational record information which it receives from THE SCHOOL except in furtherance of THE SCHOOL's reporting obligations under the Hope Scholarship and Lifetime Learning Credit Programs.
- D. ACS will institute and maintain reasonable controls to insure that all information it reports to Students, Taxpayers and/or the IRS is consistent with the Electronic Listing and other data provided by THE SCHOOL. By undertaking the duties provided above, ACS assumes no responsibility for the truth, accuracy or completeness of the Electronic Listing or any other information provided to ACS by THE SCHOOL, it being understood and agreed that THE SCHOOL shall be responsible for insuring the currency, accuracy and completeness of all information delivered by it to ACS and ACS shall be entitled to rely on all such information.

2. The School's Obligations

THE SCHOOL shall provide ACS, on a mutually agreeable schedule but no later than January 15th of each calendar year subsequent to the Tax Year being reported, an electronic listing (the "Electronic Listing") of the Student and tuition and fee payment information required to comply with the reporting obligations of the Act, and consistent with the level of service selected in accordance with Section 1 and Attachment A, in a mutually agreeable format. THE SCHOOL shall institute and maintain reasonable controls to insure that the Electronic Listing and all other information provided to it by ACS is current, accurate and complete. THE SCHOOL shall be solely responsible for assuring that its administration of the Hope Scholarship and Lifetime Learning Credit programs complies with all applicable federal, state and local laws and regulations.

3. Charges

THE SCHOOL shall pay ACS for services rendered pursuant to this Agreement according to the schedule of fees in Attachment A, within fifteen (15) days after receipt of an invoice sent by ACS to THE SCHOOL. Payments become delinquent if not received by ACS within thirty (30) days from the invoice date, or fifteen (15) days from the date of receipt, whichever is later, and thereafter shall incur a late charge of one and one-half percent (1-1/2%) per month until paid.

4. Terms and Termination

- A. This Agreement is for a 1 year term beginning July 1, 2013, and ending on June 30, 2014, with four additional one year renewal periods. The four additional one year renewal periods shall begin on July 1, 2014, and end on the first anniversary of such date, provided, however, that unless either party shall give the other written notice of its intention not to renew this Agreement at least ninety (90) days prior to its scheduled expiration date, this Agreement shall automatically renew for successive twelve (12) month periods thereafter, subject to any renegotiated terms which may be mutually desired.
- B. Either party may terminate this Agreement before its expiration upon a material breach by the other party, if such breach has not been cured within ninety (90) days after written notice of such material breach has been sent to the other party, which written notice shall specify in reasonable detail the alleged breach and reference this provision; provided, however, that the notice and cure period shall only be thirty (30) days if the breach is the non-payment of ACS's fees or other charges.

5. Exclusion of Warranties and Limitations of Liability

- A. ACS shall use due care and diligence in performing its reporting services hereunder in a timely manner consistent with the Hope Scholarship Credit and Lifetime Learning Credit programs as reasonably interpreted and understood by ACS. ACS HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO ITS SERVICES UNDER THIS AGREEMENT, AND NO EMPLOYEE, AGENT OR REPRESENTATIVE OF ACS HAS THE AUTHORITY TO BIND ACS TO ANY OTHER ORAL OR WRITTEN REPRESENTATION OR WARRANTY. ACS shall be entitled to cure at its own expense any error or omission in the performance of its duties under this Agreement by the re-performance of such duties
- B. Notwithstanding the form in which any legal or equitable action may be brought, whether in contract, tort, negligence, strict liability or otherwise, ACS shall only be liable for losses and liabilities which result solely and directly from ACS's negligence or willful misconduct; provided, however, that in any event other than willful misconduct, such liability shall be limited to re-performance as stated above or to general money damages in an aggregate amount with respect to any Student not to exceed the amount paid for ACS's services by THE SCHOOL with respect to such Student, and this shall be the sole and exclusive remedy of THE SCHOOL for any event, act or circumstance arising under or relating to this Agreement or ACS's services.
- C. IN NO EVENT SHALL EITHER ACS OR THE SCHOOL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO OR ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER

THIS AGREEMENT. These limitations on the parties' liability and exclusion of damages are independent of any other remedy or provision.

- D. No claim or action, regardless of form, arising out of in any way related to any act or omission by ACS in connection with this Agreement or its services hereunder shall be brought by THE SCHOOL more than one year after the act or omission by ACS giving rise to such claim or action. The parties agree that the provisions of this Section 5 have been reflected in the amount of the charges payable by THE SCHOOL to ACS for the Service, are an essential part of the basis for the bargain between the parties, and that ACS would not have entered into this Agreement but for such provisions.

6. Indemnification

If ACS is required to appear in or is made a defendant in any legal action or other proceeding commenced by a Student, a Taxpayer, the IRS or another third party with respect to ACS's performance or non-performance of its services hereunder as a result of all or any part of the electronic listing or other data or information delivered to ACS by THE SCHOOL not being current, complete and accurate, THE SCHOOL shall defend and indemnify ACS against, and hold it harmless from, all claims, losses, liabilities, and expenses (including reasonable attorneys' fees) arising thereunder, unless and until a final judgment is entered by a court properly holding that the claim or action resulted directly and solely from the negligence or willful misconduct by ACS under this agreement, in which case ACS shall thereafter defend and indemnify THE SCHOOL against, and hold it harmless from, all claims, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from such negligence or willful misconduct (subject to section 5 above).

7. Miscellaneous

- A. All specifications, tapes, data cards, programs, forms and procedures used or developed by ACS in connection with this Agreement (except those supplied by THE SCHOOL) shall be and remain the sole property of ACS. Upon termination or expiration of this Agreement, ACS shall return all Electronic Listings and any other information previously delivered to it by THE SCHOOL under this Agreement, provided, however, that ACS may retain such copies of any such information as it deems necessary or appropriate.
- B. This Agreement and its performance shall be governed by the internal laws of the State of California. Any legal action or other proceeding related to this Agreement or the services provided hereunder shall be brought in the appropriate State or Federal courts sitting in Los Angeles, California, and all parties waive any objection to venue in such courts and consent to the exclusive jurisdiction of such courts.
- C. This agreement supersedes any prior agreement and contains the entire agreement of the parties on the subject matter hereof. No other agreement, statement or promise made by any party to any employee, officer or agent of the

other party to this agreement, or any other person, that is not in writing and signed by both parties to this agreement, shall be binding upon them. No waiver, alteration or modification of the agreement shall bind ACS or THE SCHOOL unless in writing and duly executed by ACS and THE SCHOOL.

- D. Any notice required under this Agreement shall be in writing and shall be effective upon personal delivery or facsimile transmission or upon receipt after being sent by Federal Express or mailed by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows: If to ACS, at One World Trade Center, Suite 2200, Long Beach, California 90831-2200, Attn: President, or if to THE SCHOOL, at the address for THE SCHOOL set forth in ACS's records for delivery of reports hereunder. Each party may specify a different address by sending to the other written notice of such different address as provided herein.
- E. The parties both acknowledge and agree that, in performing any services required of it hereunder, ACS will be acting as an independent contractor and not as an agent, employee, partner or joint venturer of or with THE SCHOOL.
- F. The section captions in this agreement are for convenience only and will not be deemed part of this agreement or used in the interpretation thereof. Both parties or their counsel have participated in the preparation, drafting and negotiation of this agreement. Accordingly, this agreement shall be construed according to its fair language and any ambiguities shall not be resolved against either party as the drafting party.
- G. Neither party shall be responsible or liable to the other or deemed in breach of this Agreement for delay or failure to perform due to or caused by any act of God, the elements, earthquake, strike or other labor difficulty, war, riot, civil commotion, requirement or action of governmental authority preventing or delaying performance, accident, fire, damage to necessary facilities, transportation delay, accident or any other occurrence, whether or not similar to those above mentioned, beyond the reasonable control of such party.
- H. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

In witness whereof, Xerox Education Services, LLC dba ACS Education Services, Inc. (ACS) And Rancho Santiago Community College District (THE SCHOOL) hereby execute this agreement as of the effective date set forth below.

Rancho Santiago Community College District

ACS Education Services, inc.

Authorized Signature

Name

Title

Authorized Signature
 Nancy Paris

Name
 Senior VP, Financial Services Group

Title

Date

Date

Certificate of Reliance

This certificate is to confirm that the undersigned educational institution Rancho Santiago Community College District (THE SCHOOL) has contracted with Xerox Education Services, LLC dba ACS Education Services, Inc. (ACS) for the purpose of reporting tuition payments to the IRS for purposes of compliance with reporting requirements specified for Hope Scholarship and Lifetime Learning credits to the Taxpayer Relief Act of 1997. ACS has been authorized to sign on behalf of THE SCHOOL all reports to the IRS. THE SCHOOL agrees that Students, Taxpayers, and the IRS are entitled to rely on all tuition payment information provided by ACS on behalf of THE SCHOOL to the same extent as if such information had been provided directly by THE SCHOOL.

Name of Institution

Main Administrative Office

City, State

Authorize Signature

Title

Date



Rancho Santiago Community College District - Attachment A

Service Level	Description of Services	Price Per Student
Full with Call Center	Includes all services described below for initial 1098-Ts processed per student per tax year, if form is mailed.	\$ 0.70
	Includes all services described below for initial 1098-Ts processed per student per tax year, if form notification is delivered electronically.	\$ 0.50
	School transmits data to TCRS via FTP with data encryption option or via SFTP.	
	1098-Ts printed and mailed to student by January 31 if data received and correct by January 15.	
	TRA97 brochure included in 1098-T mailing.	
	Return address on 1098-T directed to TCRS (school name c/o TCRS).	
	1098-T directs student to school instructions available via student web site.	
	TCRS aggregates data to comply with IRS reporting requirement of one 1098-T per SSN and EIN.	
	TCRS system includes business rules for determining half-time and graduate boxes on 1098-T.	
	Financial data with school-defined financial categories.	
	System includes business rules to calculate required dollar amounts for 1098-T.	
	Financial addendum with summary information included in 1098-T mailing to students.	
	Web sites provide drill down to detailed financial transactions that make up each category.	
	School web site with secure internet access to data.	
	New students can be added directly online via web.	
	School can add, view, and modify demographic and financial data online via school user web site.	
	School can preview production 1098-Ts online prior to releasing to student.	
	Online documentation.	
	Various statistical and data reports online via school user web site.	
	Ad-hoc report capability.	
	Student web site with secure internet access to data.	
	Students can update address information for 1098-T mailing purposes.	
	Students can email questions via 1098-T web site.	
	FREE 1098-T reprint capability from school and student web sites (actual 1098-T image online).	
	Students can access previous year's 1098-T online.	
	Student data submitted to IRS by electronic filing deadline.	
	Data is maintained for IRS required 5-year audit period.	
	Historical data across Tax Years (2 years online; 5 years archive maintenance).	
	1098-T corrections and additional students transmitted to IRS for entire five-year period.	
	TCRS staff interfaces with school and IRS to research/resolve IRS issues.	
	Annual archive of IRS file returned to school.	
	School Relations Analyst assigned to provide lifecycle support via toll free number.	
	Toll free number for student assistance.	
	Customer Service web site with online TRA97 knowledge base, student issue tracking and school-specific information.	
	Annual Set-up Fee	\$ 0.00
Additional Services	Correction 1098-Ts (Subsequent 1098-Ts required after initial 1098-T to address any inaccurate data). The correction process is handled for five years.	\$ 0.67
	Corrected 1098-Ts posted to web site for student retrieval versus mailing.	\$ 0.25
	Additional 1098-T forms processed after the original extract.	\$ 0.70
	Additional 1098-Ts posted to web site for student retrieval versus mailing.	\$ 0.50
	Special ad-hoc processing or programming requests will be handled on an as-needed basis.	
Late Fees	Complete production data received by January 15th	\$ 0.00
	Complete production data received after January 15th	\$ 0.00
	Complete production data received after January 25th	\$ 0.00

Rancho Santiago Community College District

ACS Education Services, Inc.

Initial _____ Date _____

Initial _____ Date _____

Billing Terms

Fifty percent (50%) of the estimated fee is payable upon receipt of an invoice each October (beginning with October 31). The estimated annual fee is calculated by using the actual volume from the previous tax year (estimated volume provided below for initial contract year), multiplied by the applicable unit rate per Form 1098-T. The remaining balance of annual fee due will be adjusted based on the actual number of Form 1098-Ts mailed and will be invoiced, along with any other applicable charges, in February of the year following the tax year processed (i.e., February 2013 for Tax Year 2014). ACS reserves the right to adjust fees with 90 days advance written notice. However, in the event that ACS experiences an increase to any direct costs which are out of our control, such as printing and postage, ACS reserves the right to adjust these costs at any time.

Estimated Volume = 20,187 (This estimate is used to calculate 50% estimated payment for contract signing year.)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/ FISCAL SERVICES

To: Board of Trustees	Date: July 22, 2013
Re: Approval of Lease Agreement with Jug Media Network	
Action: Request for Approval	

BACKGROUND

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

ANALYSIS

Jug Media Network places itself in the value chain by building a network of raw traffic providers, firing tracking pixels to every DMP and data provider in the space, and passing on revenue to the traffic provider. Jug Media Network supplies any organization that provides or has access to raw web traffic with a new revenue stream that does not utilize traditional ad inventory. Their mission is to be the quickest and most efficient traffic monetization platform in the internet world.

As a start-up, the Jug Media Network is looking to validate their business model by taking advantage of the valuable services provided for entrepreneurs at the DMC, including mentorship, access to student interns, access to investors, and office space. Through these services, the company hopes to grow and create much needed jobs in our community.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: June 12, 2013 June 11, 2014. The square footage for the rentable area included in this lease agreement is 197 square feet.

RECOMMENDATION

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

Fiscal Impact:	\$4,018.80	Board Date: July 22, 2013
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Business Operations/Fiscal Services**

To: Board of Trustees	Date: July 22, 2013
Re: Approval of Amendment to 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 and medium-sized companies located in Orange County and the Inland Empire. The grant ends January 31, 2014. 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 has commenced on February 5, 2013. This amendment is to make a correction in the Commercial Lease Agreement that was Board approved on February 4, 2013. The corrected rent amount 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 for the CITD consultant and visitors. Project Director is Jetza Torres. Project Administrator is Enrique Perez.

RECOMMENDATION

The administration recommends approval of the lease agreement with the Ontario Chamber of Commerce and authorization to be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented

Fiscal Impact:	\$4,320.00	Board Date: July 22, 2013
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**AMENDMENT ONE TO LEASE AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
ONTARIO CHAMBER OF COMMERCE**

This **FIRST AMENDMENT** is entered into this 22nd day of July 2013, between Rancho Santiago Community College District on behalf of Center for International Trade Development (hereinafter "Tenant") and Ontario Chamber of Commerce (hereinafter "Landlord") to amend the Commercial Lease Agreement between the parties which commenced on February 5, 2013 and

WHEREAS, the Landlord leases to the Tenant, and the Tenant rents form the Landlord as described in section 1 of the Commercial Lease Agreement, board approved on February 4, 2013. Tenant rents space from Landlord for the purpose of providing no cost international trade consulting and seminars to small businesses;

WHEREAS, the parties desire to amend the following:

NOW THEREFORE, it is mutually agreed by Tenant and Landlord to modify the monthly rent to be \$360 commencing on February 5, 2013 as listed on section 3 of the Commercial Lease Agreement board approved on February 4, 2013.

Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this **FIRST AMENDMENT** to the Lease Agreement to be executed as of this 22nd day of July 2013.

**Rancho Santiago Community College
District**

**Ontario Chamber of Commerce
(landlord)**

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor, Business

Name: Charla Lenarth

Title: Operations and Fiscal Services

Title: President / CEO

Date: _____

Date: _____

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Purchase and Sale Agreement for Real Property Located at the Southeast Corner of Bristol and 17 th Street, Santa Ana, CA	
Action:	Request for Approval	

BACKGROUND

The RSCCD entered into discussions and negotiations with Danforth Holdings, LLC and Townsend Bay Holding, LP, with the intent to purchase approximately 1.5 acres of land across the street from Santa Ana College. The approximately 65,000 square feet consists of five parcels on the corner lots of Bristol and 17th Street in Santa Ana. The parcel addresses are: 1609-1631 North Bristol Street, 1240 West 17th Street and 1612 Louise Street, Santa Ana, California. The purchased property consists of Orange County assessor parcel numbers 405-252-01, 02, 03, 25 and 26.

ANALYSIS

The negotiated purchase price for the property is \$5,000,000. A cash deposit of \$150,000 is required after authorization by the RSCCD Board of Trustees and will be electronically deposited into escrow on or before July 26, 2013. The balance of the purchase price will be deposited into escrow at the close of escrow. Once the district approves the due diligence investigations on the property, within the timelines identified in the agreement, the seller and the district will enter into a ground lease for the property. The rent for the ground lease is \$3,500 per month until May 15, 2014. At approximately that time, escrow will be closed, per the terms of the agreement and the property will belong to the RSCCD.

The funding source for this agreement is Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Purchase and Sale Agreement for Real Property Located at the Southeast Corner of Bristol and 17th Street, Santa Ana, CA as presented.

Fiscal Impact:	\$5,000,000 for purchase \$3,500 per month lease for first twelve months	Board Date: July 22, 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	

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

dated as of

July 1, 2013

by and between

**Townsend Bay Holdings, LP, a California limited partnership, and
Danforth Holdings, LLC, a California limited liability company
(collectively, "Seller")**

and

**Rancho Santiago Community College District
("Buyer")**

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An extra section break has been inserted above this paragraph. Do not delete this section break if you plan to add text after the Table of Contents/Authorities. Deleting this break will cause Table of Contents/Authorities headers and footers to appear on any pages following the Table of Contents/Authorities.

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is dated as of July 1, 2013, by and between Townsend Bay Holdings, LP, a California limited partnership ("**Townsend**"), and Danforth Holdings, LLC, a California limited liability company ("**Danforth**") (Townsend and Danforth are referred to collectively herein as "**Seller**"), and Rancho Santiago Community College District ("**Buyer**").

1. Agreement to Purchase/Sell.

Seller hereby agrees to sell, convey and assign to Buyer, and Buyer agrees to buy and accept from Seller, under the terms and conditions and for the purchase price hereinafter set forth, that certain real property located in the City of Santa Ana (the "**City**") County of Orange (the "**County**") State of California with Assessor Parcel Numbers 405-252-01, 02, 03, 25 and 26 and as more particularly described in Exhibit A attached hereto (the "**Land**") together with any and all rights, privileges and easements appurtenant thereto owned by Seller including the following (hereinafter collectively referred to as the "**Property**"):

(a) Seller's fee interest in the Land and all of the improvements (the "**Improvements**") located thereon. The Improvements consist of a former auto repair facility and related on-site improvements;

(b) Seller's entire interest as landlord under that certain Site Agreement, dated February 1, 2013, by and between Sprint PCS Assets, LLC ("**Tenant**") and Danforth (the "**Lease**"), together with all security and other deposits made thereunder (if any), which Lease exists and is in effect with respect to the Improvements; and

(c) Seller's right, title and interest in and to any intangible property exclusively used in connection with the Land and Improvements, including, without limitation: (i) all construction, engineering, consulting, architectural and other similar drawings, plans, analyses and specifications in the possession of Seller (or prepared for Seller and in the possession of its consultants) relating to the Land or Property (subject to the rights of third parties in and to such work product), and (ii) all existing certificates of occupancy, guaranties and warranties (express or implied), entitlements, permits, licenses, water rights and development rights (the property described in this Section 1(c) being herein referred to collectively as the "**Intangibles**").

2. Purchase Price; Independent Consideration; Deposit.

(a) The purchase price to be paid by Buyer at the Close of Escrow (as defined in Section 4) for the Property (the "**Purchase Price**") is \$5,000,000. Prior to the Close of Escrow, Seller will have the right to apportion the Purchase Price between the parcels used to describe the Land on Exhibit A. The Purchase Price shall be paid in the following increments at the following times:

(i) Upon the Opening of Escrow (as defined in Section 4), Buyer shall deposit into Escrow (as defined in Section 4) immediately available funds in the amount of \$150,000; and

(ii) At least one business day prior to the Close of Escrow, Buyer shall deposit into Escrow immediately available funds in the amount of \$4,850,000 as well as all sums necessary to pay Buyer's costs, expenses and prorations in connection with this transaction.

(b) In exchange for Seller's agreement to enter into this Agreement, Buyer agrees that One Hundred and 00/100 Dollars (\$100.00) from the Deposit (defined below) constitutes independent consideration for the execution of this Agreement ("**Independent Consideration**") and shall not be refundable to Buyer (even in the event of a default by Seller).

(c) So much of the cash sums as have actually been deposited into Escrow at any given time shall sometimes be referred to herein as the "**Deposit**." The Deposit shall be placed in an account by Escrow Holder at a financial institution whose deposits are federally insured upon terms and at an interest rate acceptable to Buyer; provided, however, any such account shall place no restrictions on the ability to withdraw the Deposit and all accrued interest on demand. All interest which accrues on the Deposit shall be considered a part of the Deposit. Except as otherwise expressly provided herein, the Deposit shall be applied as follows: (i) in the event that Close of Escrow occurs, the entire amount of the Deposit shall be credited against the Purchase Price concurrently with the Close of Escrow; (ii) in the event this Agreement is properly terminated by Buyer pursuant to Section 3 below, the Deposit minus the Independent Consideration and minus Buyer's share of Escrow cancellation charges as provided in Section 5(e) below shall be refunded to Buyer; or (iii) in the event of a default by Buyer with respect to Buyer's obligations under this Agreement, or in the event of Buyer's written approval of all contingencies under the terms of Section 3 below, the Deposit shall be non-refundable to Buyer and shall constitute the liquidated damages of Seller pursuant to Section 13 below.

3. Contingencies.

Buyer's obligation to purchase the Property is conditioned on the following:

(a) **Title.**

(i) Within 10 business days following the Opening of Escrow, Seller shall cause to be delivered to Buyer from Lawyers Title Insurance Company (the "**Title Company**") a preliminary title report on the Property (the "**PTR**"), together with legible copies of all documents (the "**Exception Documents**") relating to the title exceptions referred to in the PTR.

(ii) Within ten business days of the later of Opening of Escrow or Buyer's receipt of the PTR and the Exception Documents, Buyer shall notify Seller and Escrow Holder in writing of all disapproved title matters (the "**Disapproved Title Matters**"). All other title matters set forth in the PTR and all of the Title Company's standard printed exceptions to coverage shall constitute the "**Permitted Exceptions**." Buyer's failure to so notify Seller and Escrow Holder shall be deemed to mean that all title matters set forth

in the PTR are Disapproved Title Matters. Within 10 days after Seller receives Buyer's written notification of the Disapproved Title Matters, Seller shall notify Buyer and Escrow Holder in writing of any Disapproved Title Matters which Seller is unable to cause to be removed or insured against to Buyer's reasonable satisfaction. Seller's failure to give such notice shall be deemed to mean Seller can and will cause all Disapproved Title Matters to be removed or insured against to Buyer's reasonable satisfaction. Buyer shall then, within five days of its receipt of Seller's notice stating that Seller will not remove or insure against any of such Disapproved Exceptions, elect, by giving written notice to Seller and Escrow Holder, (A) to terminate this Agreement, or (B) to waive its disapproval of such exceptions (such exceptions shall then be deemed to be Permitted Exceptions). Buyer's failure to give such notice shall be deemed an election not to waive its disapproval of such exceptions.

(iii) If after Buyer delivers its notice of Disapproved Title Matters, the Title Company, prior to Close of Escrow, discloses to Buyer a new exception, or amends any exception previously approved by Buyer, or amends the terms under which the Title Company is willing to issue its policy of title insurance, then Buyer shall have five business days from its receipt of such disclosure, together with legible copies of all documents mentioned in such disclosure, to disapprove the same by written notice to Seller and Escrow Holder. Buyer's failure to so notify Seller shall be deemed to mean that such disclosures are not acceptable to Buyer and constitute additional Disapproved Title Matters. Any such disapproved disclosures shall be treated as Disapproved Title Matters and the procedures therefor set forth in Section 3(a)(ii) above shall be implemented.

(iv) Seller shall not be obligated to remove or secure title insurance over any Disapproved Title Matters other than monetary liens which are to be released from the Property upon the payment thereof out of Seller's proceeds from the Escrow. Seller agrees to provide Buyer with the most recent survey it has for the Property, if any; provided, however, that Seller makes no representation or warranty with respect to the truth, accuracy, or completeness of such survey, if any. In the event Buyer requires any new or updated survey, then Buyer (A) shall be responsible for obtaining such survey at Buyer's sole cost and (B) agrees that the title review period described in this Section 3(a) shall not be extended on account of Buyer obtaining such survey.

(v) In any event, Buyer's review of all title matters as set forth in this Section 3(a) shall be finalized on or before the expiration of the Feasibility Period set forth below in Section 3(b); except for any new title matters disclosed as provided in subparagraph (iii), above.

(b) **Documents to be Obtained and Determinations to be made by Buyer.** On or before the 30th day following the Opening of Escrow (such period being referred to herein as the "**Feasibility Period**"), Buyer shall have notified Seller and Escrow Holder of Buyer's approval or disapproval of Buyer's due diligence investigation of the Property, including such physical tests, market and feasibility studies and other evaluations as Buyer in its discretion deems appropriate to satisfy itself with respect to the Property, its current or intended use, physical condition, state of repair and maintenance, current and projected net operating income,

applicable government land use entitlements, availability of utility or other services to the Property, and any other matter which Buyer deems necessary or appropriate. Notwithstanding the foregoing, if on or before the original expiration date of the Feasibility Period, Buyer notifies Seller in writing that Buyer needs additional time for its environmental review of the Property, the Feasibility Period with respect to environmental review matters only may be extended by Buyer for up to 30 days as specified in such notice.

(i) In such regard, Buyer acknowledges that Seller has made available to Buyer those items related to the Property as are set forth on Exhibit C attached hereto (such matters, together with any other written materials which heretofore have been provided or which may hereafter be provided by Seller to Buyer being referred to collectively as the “**Property Documents**”). All Property Documents shall be delivered to Buyer without any representation or warranty by Seller except as expressly set forth in this Agreement, and such Property Documents are subject to all third party contractual rights.

(ii) Seller shall use its commercially reasonable efforts to obtain and deliver to Buyer prior to the termination of the Feasibility Period, an estoppel certificate executed by the Tenant under the Lease in the form attached hereto as Exhibit D. If the Tenant fails to so execute such estoppel certificate, such condition shall nonetheless be deemed satisfied if the Seller terminates the Lease effective as of the Ground Lease Commencement Date (as defined in Section 3(h)); provided that the failure of the foregoing to occur shall be deemed a failure of a condition only and not a breach of any covenant by Seller.

(iii) The failure by Buyer to approve in writing any of the documents, material, items or matters referred to in this Section 3(b) and the results of Buyer’s own due diligence, including any third party reports ordered by Buyer, within the Feasibility Period shall be deemed disapproval by Buyer of such documents, materials, items or matters as to which such notice of approval has not been given. If Buyer disapproves of any of the matters set forth in this Section 3(b), Seller shall have a period of 10 business days after Seller’s receipt of Buyer’s notice of disapproval or deemed disapproval of such matters to inform Buyer and Escrow Holder whether Seller shall cure such matter to Buyer’s reasonable satisfaction prior to the Close of Escrow. If Seller fails to timely so notify Buyer and Escrow Holder of its election to cure, this Agreement and the Escrow shall be terminated and Buyer’s sole remedy will be to within three business days of Seller’s failure to notify Buyer of Seller’s intent to cure, either (x) waive Seller’s failure to cure, accept the applicable disapproved matter and close the Escrow, or (y) terminate this Agreement and receive a return of the Deposit minus the Independent Consideration.

(iv) If Seller timely notifies Buyer and Escrow Holder of its intent to effect such cure pursuant to Section 3(b)(iv) above, Buyer shall be deemed to have approved the matter in question and the Escrow shall not be terminated by reason of Buyer’s prior disapproval of such matter; however, if Seller does not ultimately cure such matter despite commercially reasonable efforts to do so, Buyer’s sole remedy shall be within three business days of Buyer’s receipt of notice from Seller that Seller is unable to effect such cure to either (x) waive Buyer’s objection to such disapproved matter, accept such

disapproved matter and close the Escrow or (y) terminate this Agreement and receive a return of the Deposit minus the Independent Consideration.

(v) On or prior to the expiration of the Feasibility Period, as a condition in favor of Buyer, Buyer's governing board and the office of the State Chancellor shall have approved or ratified the execution of this Agreement and adopted required environmental documentation for the Property.

(c) **Conditions Precedent.** The approval, deemed approval or waiver of all contingencies set forth in paragraphs (a) and (b) of this Section 3 within the Feasibility Period is a condition precedent to the Close of Escrow. Buyer may approve or disapprove any or all of the documents, materials, items and matters identified in paragraphs (a) and (b) of this Section 3 in its reasonable discretion. Any notice from Buyer of the disapproval of any of the contingencies set forth in this Section 3 shall include in reasonable detail Buyer's basis for such disapproval.

(d) **Waiver; Failure of Condition; No Default.** Buyer may waive any of the contingencies set forth in this Section 3 by the delivery of written notice thereof to Seller and Escrow Holder. The failure of the Escrow to close by reason of Buyer's disapproval of any such contingency or Seller's failure to cure the same shall not constitute a default by Seller under this Agreement.

(e) **Seller's Right to Studies.** If Escrow fails to close for any reason other than the breach of this Agreement by Seller, Buyer shall, to the extent allowed by applicable law or third party contract, within five (5) calendar days deliver to Seller and Seller shall be entitled to retain, at no cost or expense to Seller, all surveys, environmental audits, reliance letters from outside consultants and other reports, investigations, test results and information obtained by Buyer with respect to the Property or any part thereof (but not including any of Buyer's work papers), and Seller shall be authorized to use and distribute any and all such documentation and information as it shall elect in its sole and absolute discretion. All information delivered to Seller pursuant to this Section 3(e) is delivered without any representation or warranty of Buyer as to the completeness or accuracy thereof.

(f) **Natural Hazard Disclosure.** On or before the expiration of the Feasibility Period, Seller shall provide Buyer with a natural hazard disclosure statement ("**Natural Hazard Disclosure Statement**") as set forth in California Civil Code Section 1103.2. Buyer acknowledges that Seller has engaged or will cause the Title Company to engage the services of a natural hazards disclosure expert (the "**Natural Hazard Expert**") to examine the maps and other information made available to the public by government agencies for the purpose of enabling Seller to fulfill its disclosure obligations and to prepare a written report of the result of its examination (the "**Natural Hazard Report**"). Buyer acknowledges that the Natural Hazard Report fully and completely discharges Seller from its disclosure obligations, and, for the purpose of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Seller for errors or omissions not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert dealing within the scope of its expertise with respect to the examination and Natural Hazard Report. In no event shall Seller have any responsibility for matters not actually known to Seller. Buyer acknowledges

and agrees that nothing contained in the Natural Hazard Disclosure Statement shall release Buyer from Buyer's obligation to fully investigate the condition of the Property, including, without limitation, the Natural Hazard Disclosure Statement. Buyer further acknowledges and agrees that the matters set forth in the Natural Hazard Disclosure Statement may change on or prior to the Close of Escrow and that Seller shall update, modify or supplement the Natural Hazard Disclosure Statement as necessary on or prior to the Close of Escrow; provided that the Buyer shall not object to such updated, modified or supplemented Natural Hazard Disclosure Statement if no new material issues have been disclosed thereby or if Seller has cured such new issues to the reasonable satisfaction of Buyer prior to the Close of Escrow. The Natural Hazard Disclosure Statement shall be deemed included in the contingency items to be approved or disapproved by Buyer by the expiration of the Feasibility Period.

(g) **Accuracy of Representations and Warranties as Condition to Close.** As a condition in favor of Seller to the Close of Escrow. Buyer's representations and warranties set forth in Section 8 shall be true and correct in all material respects at the Close of Escrow. As a condition in favor of Buyer to the Close of Escrow. Seller's representations and warranties set forth in Section 9 shall be true and correct in all material respects at the Close of Escrow.

(h) **Ground Lease.** If upon expiration of the Feasibility Period, Buyer shall have approved, all of the contingencies set forth in paragraphs (a) and (b) of this Section 3, Buyer and Seller shall enter into a ground lease of the Property in the form of Exhibit H attached hereto (the "**Ground Lease**"). The Ground Lease shall commence on the 15th day after the termination of the Feasibility Period or if such 15th day is not a business day, then the next business day ("**Ground Lease Commencement Date**"). The first year of the term of the Ground Lease shall end on the day before the first year anniversary of the Ground Lease Commencement Date ("**First Year End Date**"). The second year of the Ground Lease shall commence on the day after the First Year End Date (the "**Second Year Commencement Date**"). On the Ground Lease Commencement Date, Seller shall be deemed to have assigned without warranty to Buyer, and Buyer shall be deemed to have accepted from Seller, all of Seller's right, title and interest in and to the Seller's interest under the Lease, and Seller shall cause to be delivered by certified mail a duly executed notice of such assignment to the Tenant under the Lease in the form of Exhibit G attached hereto. For the avoidance of doubt, if the Ground Lease is terminated according to its terms prior to the Close of Escrow (as defined in Section 4), the landlord's interest under the Lease shall revert to Seller and Buyer shall execute such instruments as reasonably required by Seller to confirm such reversion.

(i) **Further Encumbrances.** Following the date of this Agreement and pending the Closing, Seller shall not (i) hypothecate, transfer, further encumber or affirmatively take any action with respect to the Property (including, without limitation, entering into any new contract, lease, license, easement, or other agreement relating to the use, development, occupancy or possession of the Property), pursuant to an agreement or contract which cannot be canceled at will or upon thirty (30) days (or less) prior written notice, or (ii) cause any monetary liens and encumbrances to be recorded against the Property, unless such recorded document is removed on or prior to the Close of Escrow pursuant to Section 7(c).

4. **Escrow.**

(a) **Escrow Holder.** Escrow No. 9271922-JBE for the purchase and sale of the Property (the “Escrow”) has been established at Lawyers Title Insurance Company, 4100 Newport Place Drive, Suite 120, Newport Beach, California, 92660, Attention: Joy Eaton (the “Escrow Holder”).

(b) **Opening and Close of Escrow.**

(i) The Escrow shall be deemed open (the “Opening of Escrow”) upon the date of this Agreement.

(ii) Escrow shall close on such date between April 15, 2014 and May 15, 2014, as is agreed to by Buyer and Seller in writing, and either Buyer or Seller shall have the option to extend the closing date up to June 13, 2014 by providing written notice to the other party.

(iii) If no such date is agreed to by Buyer and Seller in writing on or before May 8, 2014 or neither Buyer nor Seller has exercised its option to extend the closing date, then Escrow shall close on May 15, 2014.

(iv) The date on which the close of Escrow occurs pursuant to this Section 4(b) shall be referred to herein as the “Close of Escrow.”

(v) In any event, the Close of Escrow shall be at least five (5) business days after the Buyer and Seller have agreed in writing on a date for the Close of Escrow.

(vi) Escrow shall be deemed to have closed at the time the Grant Deed is filed for record in the Official Records of the County.

(c) **Escrow Instructions.** This Agreement and any standard escrow instructions of Escrow Holder as executed by Buyer and Seller shall constitute the escrow instructions of Buyer and Seller to the Escrow Holder. To the extent of any inconsistency between the provisions contained herein and the provisions contained in such standard escrow instructions, the provisions contained herein shall prevail.

(d) **Seller Deposits into Escrow.** Seller shall deliver or cause to be delivered to Escrow Holder in a timely manner to permit the closing of the transaction contemplated hereby by the Close of Escrow, the following:

(i) A duly executed and acknowledged Grant Deed in the form attached hereto as Exhibit E (the “Grant Deed”);

(ii) A duly executed Non-Foreign Affidavit in the form of Exhibit G attached hereto (the “Non-Foreign Affidavit”) and a California 593-C completed to indicate that no withholding is required; and

(iii) Any other executed or other documents reasonably required by the Title Company to consummate this transaction.

(e) **Buyer Deposits into Escrow.** Buyer shall deliver or cause to be delivered to Escrow Holder in a timely manner to permit the closing of the transaction contemplated hereby by the Close of Escrow, the following:

(i) Except to the extent already placed into Escrow as the Deposit, the Purchase Price;

(ii) A duly executed preliminary change of ownership statement (the "PCO Statement");

(iii) A copy of the Natural Hazard Disclosure Statement signed as acknowledged by Buyer;

(iv) Immediately available funds in an amount equal to all sums necessary to pay Buyer's costs, expenses, and prorations in connection with this transaction as provided in this Agreement; and

(v) Any other executed or other documents reasonably required by the Title Company for the issuance of the Title Policy to Buyer and the Closing of Escrow.

(f) **Authorization to Close Escrow.** Provided that Escrow Holder shall not have received written notice from Buyer or Seller of the failure of any conditions precedent or of the termination of the Escrow, Buyer and Seller have deposited into the Escrow the items required by this Agreement and the Title Company can and will issue the Title Policy (as defined in Section 7), concurrently with the Close of Escrow, Escrow Holder shall:

(i) Deliver to Buyer the Grant Deed by causing it to be recorded in the Official Records of the County and requesting that it be mailed to Buyer after it has been recorded;

(ii) Deliver to Seller or to Seller's order the cash portion of the Purchase Price, less (A) all amounts to be paid by Seller hereunder, (B) Seller's share of liabilities and/or expenses to be prorated by Escrow Holder to Seller's account under Section 6, and (C) all amounts paid by Escrow Holder or the Title Company in satisfaction of liens and encumbrances on the Property in order to put title to the Property into the state required by this Agreement;

(iii) Deliver to Buyer the Non-Foreign Affidavit;

(iv) Cause the Title Policy to be issued to Buyer by Title Company;

(v) Cause the PCO Statement to be delivered to the Tax Assessor for the County or with any other governmental official or agency as required by applicable law; and

(vi) Deliver to Seller the copy of the Natural Hazard Disclosure Statement as signed and acknowledged by Buyer.

(g) **Interpleader.** The parties hereto expressly agree that if the parties give the Escrow Holder contradictory instructions, the Escrow Holder shall have the right at its election to file an action in interpleader requiring the parties to answer and litigate their several claims and rights between themselves and the Escrow Holder is authorized to deposit with the clerk of the court all documents and funds held in the Escrow. In the event such action is filed, the parties each agree to pay one-half of the total of Escrow Holder's cancellation charges and costs, expenses and reasonable attorney's fees which Escrow Holder is required to expend or incur in the interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court; provided, however, if the court determines that the instructions given to Escrow Holder by one of the parties were improper, then such party shall bear all of such costs and expenses. Upon the filing of such an action, Escrow Holder shall thereupon be fully released and discharged from all obligations to perform further any duties or obligations otherwise imposed by the terms of the Escrow.

(h) **U.S. Treasury Regulations.** The purchase and sale of the Property is the sale of "reportable real estate" within the meaning of U.S. Treasury Regulations Section 1.6045-4 (the "**Regulation**"). Escrow Holder is the "real estate reporting person" within the meaning of the Regulation and shall make all reports to the federal government as required by the Regulation.

(i) **Exchange Cooperation.** Buyer and Seller (the "**Parties**") agree that the Parties may substitute an intermediary (the "**Intermediary**") to act in place of either Party with regards to the sale or purchase of the Property. An Intermediary shall be designated in writing by the Party designating the Intermediary (the "**Designating Party**") to the other Party (the "**Non-Designating Party**") and Escrow Holder. Upon designation of an Intermediary and upon the Intermediary's written assumption of the Designating Party's obligations hereunder, the Intermediary shall be substituted for the Designating Party in the Escrow as the buyer or seller of the Property. The Non-Designating Party agrees to accept the Purchase Price and all other required performance under this Agreement from the Intermediary and to render its performance of all of its obligations to the Intermediary. The Non-Designating Party agrees that performance by the Intermediary will be treated as performance by the Designating Party, and the Designating Party agrees that the Non-Designating Party's performance to the Intermediary will be treated as performance to the Designating Party. The Designating Party unconditionally guarantees the full and timely performance by the Intermediary of each and every one of the representations, warranties, indemnities, obligations and undertakings of the Designating Party pursuant to this Agreement. As such guarantor, the Designating Party shall be treated as a primary obligor with respect to such representations, warranties, indemnities, obligations and undertakings, and, in the event of breach thereof, the Non-Designating Party may proceed directly against the Designating Party on this guarantee without the need to join the Intermediary as a party to the action against the Designating Party. The Designating Party unconditionally waives any defense that it might have as guarantor that it would not have if it had made or undertaken such representations, warranties, indemnities, obligations and undertakings directly. If either of the Parties or both undertakes to designate an Intermediary pursuant to this paragraph, (i) in no event shall the Designating Party, as applicable, be deemed to have given the Non-Designating Party any advice regarding the tax-deferred nature of this

transaction or any other advice regarding the treatment of this transaction under federal or state tax laws and both of the Parties shall rely solely on the advice of their own legal and tax advisors; (ii) any Non-Designating Party shall not bear any additional expenses from the Designating Party's decision to designate Intermediary; (iii) there shall not be any delay in the Close of Escrow by reason of such designation; and (iv) neither Buyer nor Seller shall be required to take title to any real or personal property other than the Property.

5. Closing Costs.

(a) Seller shall pay (i) any documentary transfer tax on the Grant Deed, and (ii) 50% of all escrow fees of the Escrow Holder.

(b) Buyer shall pay (i) the fees for recording the Grant Deed, and (ii) 50% of all escrow fees of the Escrow Holder.

(c) Seller shall pay the cost of the Title Policy, provided that Buyer shall pay the cost of any and all title endorsements which are used for title curative or other purposes under Section 3. If Buyer elects to obtain the Extended Coverage Policy as provided below, Buyer shall be solely responsible for any difference in premium or charge between the Title Policy and the Extended Coverage Policy and for all survey and other costs associated with such Extended Coverage Policy. Buyer shall also be responsible for the additional premium for any separate lender's policy of title insurance.

(d) Any other costs of the Escrow or of closing pertaining to this transaction not otherwise expressly allocated between Buyer and Seller under this Agreement shall be apportioned in the manner customary in the County.

(e) Notwithstanding the foregoing provisions of this Section 5, if the Escrow fails to close for any reason (other than the breach of this Agreement by one or both of the parties), the costs incurred through the Escrow, including the cost of the PTR, shall be borne equally by Buyer and Seller. Otherwise, the party who breached this Agreement first shall bear all the costs incurred through the Escrow, including the cost of the PTR.

6. Prorations and Adjustments.

(a) At the Close of Escrow, the following items shall be prorated as of the date of the Close of Escrow with all items of income and expense for the Property (excluding the Lease) being borne by, and accruing to, Buyer from and after (but including) the date of the Close of Escrow and all items of income and expense for the Lease being borne by, and accruing to, Buyer from and after (but including) the Ground Lease Commencement Date; Tenant Receivables (as defined below) and other income and rents; fees and assessments; prepaid expenses and obligations under service contracts; accrued operating expenses; taxes and assessments; and any assessments by private covenant for the then-current calendar year of the Close of Escrow. Specifically, the following shall apply to such prorations:

(i) **Taxes.** If taxes and assessments for the year of the Close of Escrow are not known or cannot be reasonably estimated as of the Close of Escrow, taxes and assessments shall be prorated based on taxes and assessments for the year prior to the

Close of Escrow and an adjustment shall be made pursuant to Section 6(b) below when the amount of the taxes and assessments is known. If the Seller is entitled to any refund of property taxes due to its prepayment of same, it will be the Seller's responsibility to apply to the County of Orange for any such refund.

(ii) **Utilities.** Buyer and Seller shall take all steps necessary to effectuate the transfer of all utilities to the name of Buyer as of the Ground Lease Commencement Date. Seller shall endeavor to have all utility meters read as of the Ground Lease Commencement Date. To the extent utility readings cannot be taken as of the Ground Lease Commencement Date, Buyer and Seller shall reasonably estimate what the readings would likely have been as of the Ground Lease Commencement Date based upon (i) an actual reading, (ii) the date and time the actual reading occurred and (iii) such information as may be available to Seller and Buyer relating to daily usage rates.

(iii) **Tenant Receivables.** If the Lease has not been terminated pursuant to Section 3(b), rents due from the Tenant under the Lease and operating expenses and/or taxes payable by the Tenant under Lease shall be prorated between the Buyer and Seller as of the Ground Lease Commencement Date.

(iv) **Final Adjustment After Close of Escrow.** If final bills are not available or cannot be issued prior to the Close of Escrow for any item being prorated above, then Buyer and Seller shall allocate such items on a fair and equitable basis at the Close of Escrow, with final adjustments to be made as soon as reasonably possible after the Close of Escrow; provided, however, such final adjustment shall be made by the date which is thirty (30) days after the Close of Escrow. Payments in connection with the final adjustment shall be due within thirty (30) days of written notice. All such rights and obligations shall survive the Close of Escrow.

(v) **Ground Lease Prorations.** Rent payment under the Ground Lease actually paid most recently by Buyer prior to the Close of Escrow will be prorated such that Buyer shall receive a credit for the period from the Close of Escrow to the next Ground Lease payment date. If there is any accrued but unpaid ground rent under the Ground Lease at the Close of Escrow, then as a condition of Close of Escrow in favor of Seller, such accrued rent shall be paid by Buyer to Seller.

7. Title.

(a) **Possession.** Buyer shall be placed in possession of the Property as of the Close of Escrow, subject to the rights of the Tenant under the Lease.

(b) **Deed.** Title to the Property shall be conveyed to Buyer by the Grant Deed.

(c) **Policy.**

(i) On or before the expiration of the Feasibility Period, Buyer shall arrange with the Title Company to obtain a commitment (the "**Commitment**") that title to the Property to be conveyed to Buyer shall be insured by an ALTA Owner's Standard Coverage Policy of Title Insurance (the "**Title Policy**") with liability in the amount of the

Purchase Price, dated the date of the Close of Escrow, issued by the Title Company, insuring that Buyer is vested with fee simple title in the Land, subject only to the Permitted Exceptions and containing such endorsements as Buyer and the Title Company may agree prior to the expiration of the Feasibility Period; provided, however, Buyer may arrange that in lieu of the Title Policy, the Title Company shall issue an ALTA Owner's Extended Coverage Policy of Title Insurance (the "**Extended Coverage Policy**") with such liability and coverage. Buyer shall make all commercially reasonable efforts to cause the Title Company to issue the Title Policy on the Close of Escrow. On or prior to the Close of Escrow, Seller shall: (i) cause any and all monetary liens and encumbrances made with respect to the Property by Seller after the date of the Commitment to be removed, and (ii) cause any and all documents recorded on or against the Property for or on behalf of Seller to be removed, unless Buyer has approved the same in its reasonable discretion. For the avoidance of doubt, inclusion of title exceptions in the Title Policy not directly or indirectly caused by Seller and not reflected in the Commitment shall not entitle Buyer to terminate this Agreement and receive a return of the Deposit.

(ii) Seller shall execute an owner's affidavit and evidence of authority in reasonable and customary form satisfactory to the Title Company.

(iii) Notwithstanding anything contained in this Section 7(c) or Section 4(f) above, the issuance of an Extended Coverage Policy shall not be a condition precedent to the Close of Escrow and the failure of Escrow to close by reason of such failure shall not entitle Buyer to the return of the Deposit.

8. Representations, Warranties and Covenants of Buyer.

Buyer hereby represents, warrants and covenants to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Close of Escrow;

(a) Buyer is a community college district duly formed, validly existing and in good standing under the laws of the State of California.

(b) This Agreement and all the documents to be executed and delivered by Buyer to Seller pursuant to the terms of this Agreement, (i) have been or will be duly authorized, executed and delivered by Buyer, including such approvals as required pursuant to Section 3(b)(v), (ii) are or will be legal, valid and binding obligations of Buyer as of the date of their respective executions, (iii) are or will be enforceable in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and (iv) do not, and will not at, the Close of Escrow, violate any provisions of any agreement to which Buyer is a party.

(c) To Buyer's actual knowledge, Buyer is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control ("**OFAC**"), or resides in, or is organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under

Section 311 or 312 of the Patriot Act (defined below) as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. As used herein, the term “Patriot Act” means the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as reauthorized by the USA Patriot Improvement and Reauthorization Act of 2005. As used herein, the term “actual knowledge” as it relates to Buyer shall mean the actual knowledge (without investigation or the duty to conduct investigation) of Peter Hardash.

(d) Buyer hereby agrees and acknowledges that (i) subject to the representations and warranties made in this Agreement by Seller, that it is buying the Property on an “AS-IS” basis; (ii) it has made or will have made its own investigations and inspections of the Property, including, without limitation, the physical aspects of the Property and the Property’s compliance with all laws applicable to the Property and the Property’s fitness for its current or intended use or development (including without limitation the availability of future governmental permits or entitlements for the Property); (iii) in connection with its investigations and inspections of the Property it has contracted or had the opportunity to contract with certain advisors and consultants, including, but not limited to, environmental consultants, engineers and geologists, to conduct such environmental, hazardous material, geological, soils, hydrology, seismic, endangered species, archeological, physical, structural, mechanical and other inspections of the Property as Buyer deemed to be necessary, (iv) by the expiration of the Feasibility Period it will have approved the reports of such advisors and consultants; (v) it is relying solely on such reports and its own investigations as to the Property, its condition and other characteristics and compliance with laws; and (vi) except for the representations and warranties set forth in Section 9, it is not making the purchase of the Property in reliance upon any statements or representations, express or implied, made by Seller or its agents or brokers, as to the condition of or characteristics of the Property, its fitness for use for any particular purpose, or the Property’s compliance with any zoning or other rules, regulations, laws or statutes applicable to the Property, or the uses permitted on or the development requirements for or any other matters relating to the Property. Except as set forth in Section 9, Seller has no liability nor responsibility to Buyer in connection with the matters set forth in this Section 8(d), including, without limitation, any liability under any laws, rules, regulations or ordinances regulating the environment, Hazardous Materials, or human health and safety, or any latent or patent defects. Without limiting the foregoing, Buyer has not relied on any of the following which may be provided by Seller or any of its agents or representatives: (w) the area of the Land and/or the square footage of the Improvements; (x) comparable sales or rents or projections with respect to the value or cash flow of the Property; (y) any lease abstracts or tenant information with respect to the Property; or (z) general market information regarding the local market or sub-market of the Property.

(e) As used herein "**Hazardous Materials**", means any chemicals, materials, compounds or substances, which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, reproductive toxicant, mutagenic, reactive, or otherwise hazardous or defined as, listed or included in the definition of "hazardous substance," "hazardous materials," "hazardous wastes," "universal waste," "bio-hazardous wastes," "medical wastes," "radioactive wastes," "pharmaceutical wastes," "commingled wastes," "toxic substances," "toxin," "pollutant", "contaminant," or words of similar usage and import under any federal, applicable state or local statute, regulation, rule or ordinance or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et. seq.) and/or the Resource Conservation and Recover Act (42 U.S.C. §§ 6901 et. seq), including petroleum or any petroleum products, constituents, additives, or derivatives thereof; radioactive materials; radionuclides; radon gas; mercury; asbestos and asbestos-containing materials; mold (including without limitation materials or substances governed by California's Toxic Mold Protection Act, Cal. Health & Safety Code §§ 2600-26156, Stats 2001, Ch. 584); polychlorinated biphenyls and any transformers or other equipment that contains dielectric fluids containing polychlorinated biphenyls; and any other chemical, material, waste or substance, the use, handling, storage, treatment, disposal, release, discharge of, or exposure to which is prohibited, limited or otherwise regulated.

(f) NEITHER SELLER NOR ANY OTHER PARTY ACTING (OR PURPORTING TO ACT) ON BEHALF OF SELLER, HAS MADE ANY (AND SELLER HEREBY DISCLAIMS ANY) REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE CONCERNING THE EXISTENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, UNDER OR ABOUT THE PROPERTY OR IN PROXIMITY THERETO, INCLUDING WITHOUT LIMITATION (i) AIR QUALITY, OR WATER CONDITIONS, OR (ii) MATTERS DISCLOSED BY THE ENVIRONMENTAL REPORTS INCLUDED IN THE PROPERTY DOCUMENTS OR OTHERWISE MADE AVAILABLE TO BUYER OR OBTAINED BY BUYER (THE MATTERS STATED IN SUCH REPORTS BEING REFERRED TO AS THE "ENVIRONMENTAL DISCLOSED MATTERS"). BUYER SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO ANY AND ALL HAZARDOUS MATERIALS AT, UNDER OR ABOUT THE PROPERTY, WHETHER KNOWN OR UNKNOWN, DISCLOSED OR UNDISCLOSED, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL DISCLOSED MATTERS, AND ANY AND ALL CLAIMS AND/OR LIABILITIES RELATING THERETO (IN ANY MANNER WHATSOEVER). (ANY OF THE FOREGOING DESCRIBED IN THIS SUBPARAGRAPH (f) BEING REFERRED TO AS "ENVIRONMENTAL CONDITIONS").

(g) BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO ENVIRONMENTAL CONDITIONS. FURTHERMORE, EXCEPT IN THE EVENT OF FRAUD OR SELLER'S BREACH OF ITS REPRESENTATIONS AND

WARRANTIES MADE UNDER SECTION 9(d) BELOW, BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF (i) THE RIGHT OF BUYER AND ITS SUCCESSORS AND ASSIGNS TO SUE SELLER UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT OR REGULATION NOW EXISTING OR HEREAFTER ENACTED OR AMENDED WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO HAZARDOUS MATERIALS, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO THE STATUTES SET FORTH ABOVE IN THE DEFINITION OF HAZARDOUS MATERIALS ("ENVIRONMENTAL LAWS") AND (ii) BUYER'S RIGHT TO CAUSE SELLER TO BE JOINED IN AN ACTION BROUGHT UNDER ANY ENVIRONMENTAL LAW.

(h) Section 25359.7 of the California Health and Safety Code requires owners of nonresidential property who know or have reasonable cause to believe that a release of a hazardous material has come to be located on or beneath real property to provide written notice of that condition to a buyer of said real property. Buyer acknowledges that Seller has disclosed to Buyer all matters described in the Environmental Disclosed Matters. By Buyer's execution of this Agreement, Buyer (i) acknowledges Buyer's receipt of the foregoing notice given pursuant to Section 25359.7 of the California Health and Safety Code, (ii) has become or will become fully aware prior to the Close of Escrow of the matters described in the Environmental Disclosed Matters, a copy of which Buyer has received and has reviewed; and (iii) as of Close of Escrow and after receiving advice of Buyer's legal counsel, waives any and all rights or remedies whatsoever, express, implied, statutory or by operation of law, Buyer may have against Seller and arising under Section 25359.7 of the California Health and Safety Code.

(i) Effective on the Close of Escrow, and except with respect to the matters specifically set forth in Section 9, Buyer hereby releases Seller from and waives all claims against Seller, at law or in equity, whether known or unknown, suspected or unsuspected which Buyer has or may have, arising out of or related to Environmental Conditions, the value, cash flow or physical condition of the Property, its compliance with applicable law, the status or availability of entitlements for the Property, or its fitness for Buyer's intended purpose. With respect to the foregoing release, Buyer expressly waives the provisions of California Civil Code § 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

BUYERS INITIALS



(j) Neither Buyer nor any person which holds an ownership interest in Buyer is a licensed real estate broker or salesperson.

(k) Each covenant, agreement, representation and warranty contained in this Section 8 shall survive the Close of Escrow or termination of this Agreement.

9. Representations, Warranties and Covenants of Seller.

Subject in all respects to the matters set forth in Section 8 above, Seller hereby represents, warrants and covenants to Buyer that the following matters are true and correct as of the execution of this Agreement and will also be true and correct as of the Close of Escrow:

(a) Townsend is a limited partnership and Danforth is a limited liability company, each duly formed, validly existing and in good standing under the laws of the State of California. Seller is the owner of the Property and has the right and title to sell the Property to Buyer. The Seller has the full right, power and authority to execute this Agreement, and related title documents, has the full right, power and authority to perform all of the obligations hereunder. The Seller represents that it has secured, or will secure before close of escrow, all appropriate consents that are necessary to consummate the Agreement, if any. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of Seller, have the legal right, power and actual authority to bind Seller to the terms and conditions hereof and thereof.

(b) This Agreement and all the documents and items to be executed and delivered by Seller to Buyer pursuant to the terms of this Agreement, (i) have been or will be duly authorized, executed and delivered by Seller, (ii) are or will be legal, valid and binding obligations of Seller as of the date of their respective executions, (iii) are or will be enforceable in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally); (iv) do not and will not, at the Close of Escrow, violate any provisions of any agreement to which Seller is a party.

(c) To Seller's actual knowledge, the Property Documents are true and correct in all material respects as of the date of such document and constitute the material information which Seller has in its files with respect to the Property; provided, however, that Seller makes no representation or warranty and shall have no liability or responsibility for (i) any inaccuracy in the square footages recited for the Improvements herein or in any Property Document, and (ii) anything set forth in any third party reports which are included in the Property Documents.

(d) To Seller's actual knowledge: (i) there are no Hazardous Materials located on or under the Property in violation of any applicable law except as set forth in any environmental reports or studies obtained or conducted by Buyer or delivered to Buyer by Seller, and (ii) except as otherwise disclosed to Buyer in writing, Seller has not received from any third party (including any federal, state or municipal governmental

agency or authority) written request for information, written notices of claim, demand letters, or other written notification that it is or may be potentially responsible with respect to any investigation or clean-up of Hazardous Materials (including asbestos) released at the Property, and (iii) except as set forth in the Property Documents there has been no use, generation, manufacture, storage, disposal, release, deposit or existence of Hazardous Materials on the Property during the Seller's ownership of the Property. To Seller's actual knowledge, except as disclosed to Buyer by Seller or in any of the Property Documents provided to Buyer, Seller is not aware of, and has not received any written notice: (i) that the Property is in violation of any applicable statutes, ordinances, and regulations, including Hazardous Materials Laws; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) that the existence of any present or pending order or directive of any city, county, state, or federal authority, or any agency thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the Property. To Seller's actual knowledge, except as disclosed to Buyer by Seller or in any of the Property Documents provided to Buyer, there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, threatened in writing against the Property or relating to or arising out of the ownership, management, condition, or operation of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(e) To Seller's actual knowledge, and except as otherwise disclosed to Buyer in writing, no condemnation, eminent domain, zoning or other land-use regulation proceeding or any other actions, suits or proceedings are pending or threatened in writing against the Property, nor has Seller any actual knowledge of any assessments affecting the Property other than as set forth in the PTR.

(f) To Seller's actual knowledge, and except as otherwise disclosed to Buyer in writing, there are no violations of any covenants, conditions or restrictions applicable to the Property, and Seller has received no written notice or complaint with respect to any such violation or alleged violation.

(g) To Seller's actual knowledge: (i) there are no leases or tenancy agreements affecting the Property, or any portion thereof, other than the Lease delivered to Buyer; (ii) there are no amendments, modifications or supplements to the Lease, whether oral or written; (iii) there are no agreements permitting possession or occupancy of all or any portions of the Property to any third party that will effect the close of escrow (other than the Lease), (iv) there are no contracts or other agreements for management, operations, services, supplies or materials affecting the use, operation or management of the Property, which shall survive the Close of Escrow or are not terminable without penalty on 30 days notice, and (v) there are no material defaults under the Lease. . Seller represents and warrants to Buyer that the Property is not encumbered, or will not be encumbered by the time of Close of Escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to have a lien against the Property or to foreclosure on the Property as collateral. Seller represents and warrants to Buyer that no work has been done upon, or materials delivered to, the

Property by or at the direct request of Seller, which is not fully paid for, nor, to Seller's knowledge, does any person, firm or corporation now have, nor, to Seller's knowledge, will it have upon the giving of any notice or passage of time or otherwise, any mechanic's or materialman's lien rights with respect to the Property or any part or parcel thereof.

(h) To Seller's actual knowledge, Seller is not included on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, or resides in, or is organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

(i) Neither Seller nor any person which holds an ownership interest in Seller is a licensed real estate broker or salesperson. Seller is not the subject of a bankruptcy, insolvency or similar proceeding. Seller has no actual knowledge and has received no written notice of any pending or threatened condemnation proceedings relating to the Property. Seller has no actual knowledge and has received no written notice of any fact or condition which may result in the termination or reduction of the current access from the Property to existing roads and highways.

(j) For purposes of the foregoing representations and warranties, "Seller's actual knowledge" shall mean the actual knowledge of Dan Wojkowski and Tom O'Meara without duty of inquiry and without being charged with record or constructive knowledge of which they do not have actual knowledge.

Notwithstanding anything else contained in this Agreement, if any representation or warranty made by Seller hereunder is true and correct as of the execution of this Agreement but is not true and correct as of the Close of Escrow or, with respect to the representation and warranty made by Seller under Section 9(g), as of the Ground Lease Commencement Date, so long as the same has not occurred by reason of Seller's willful act or omission, then Seller shall be liable to Buyer as specifically provided herein, and Buyer's sole remedies shall be the following: (i) waive Buyer's closing condition set forth in Section 3(i) and close Escrow or (ii) terminate the Agreement and receive the Deposit minus the Independent Consideration and Additional Ground Lease Damages (as defined below). In the event after the Close of Escrow Buyer discovers a breach of a representation and warranty made by Seller herein, then Buyer's damages shall be limited to those losses that flow directly from the breach; provided, however, that such damages shall not include damages for lost profits, punitive damages, and/or other consequential damages, except with respect to all funds spent by Buyer for rent (including any common area maintenance costs and taxes), reasonable demolition, environmental remediation and any other reasonable expenses related to Buyer's use of the Property pursuant to the Ground Lease (as defined in Section 6, above) ("Additional Ground Lease Damages"). In the event any breach is caused by the fraud, willful act or omission of Seller, the limitation on damages provided above shall not apply, as Buyer shall be entitled to any and all damages that Buyer has

incurred due to such breach by Seller but not including any lost profits or other consequential damages. Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that any claim(s) brought by Buyer against Seller after the Close of Escrow based on an alleged breach of the Agreement or of a representation and warranty by Seller must (i) be filed in the appropriate forum pursuant to this Agreement within one (1) year of the Close of Escrow and (ii) aggregate more than \$50,000.00.

10. Right to Enter Property.

Commencing on the Opening of Escrow, and continuing thereafter until the Close of Escrow or earlier termination of this Agreement, Buyer and its agents shall have the right, at Buyer's sole cost and expense, and upon two days prior written notice to Seller (which notice shall contain a certified copy of the liability insurance policy described below), to enter onto the Property at reasonable times and in a reasonable manner for the purpose of making such tests and inspections as Buyer deems necessary in connection with this Agreement; provided, however, Buyer shall not conduct any destructive or invasive testing without the prior written consent of Seller, which shall not be unreasonably withheld. As a condition to such approval, it shall not be unreasonable for Seller to require Buyer to submit a plan in reasonable specificity regarding any such testing. Buyer shall not inspect or attempt to inspect the interior of the Improvements without first obtaining Seller's prior written approval which shall not be unreasonably withheld. Seller shall arrange for such interior inspection of the Improvements by Buyer and Seller shall have the right to accompany Buyer during any such inspection. Buyer shall maintain liability insurance coverage applicable to such activities with coverage in an amount of \$2,000,000 per occurrence and issued by an insurer reasonably acceptable to Seller. Such policy shall name Seller as an additional insured and shall provide that there shall not be any cancellation or reduction in coverage without thirty (30) days' prior written notice to Seller at the address set forth in Section 16. After making such tests and inspections, Buyer shall restore the Property to its condition prior to such tests and inspections. Buyer hereby agrees to indemnify, defend, protect and hold Seller harmless from and against any loss, liability, claim, damage, cost or expense (including attorneys' fees) in connection with such tests and inspections. Any liability of Buyer to Seller with respect to the foregoing indemnity shall not be limited to or defined by the liquidated damages provision set forth in Section 13 below and shall survive the Close of Escrow. Notwithstanding the foregoing language to the contrary, Buyer shall have no liability to Seller (or anyone else) and shall have no duty to indemnify or hold Seller (or anyone else) harmless to the extent of any property damage or other damage Seller (or anyone else) may suffer by reason of defect on the Property or any Hazardous Material on the Property (even if discovered by Buyer or its agents or contractors), nor does Buyer indemnify the Seller from any liability as a consequence of the presence or discovery of any defect or Hazardous Material on the Property, except in the event that such defect on the Property or any Hazardous Material present on the Property to the extent it was directly caused or exacerbated by the acts, negligence or omissions of Buyer or its agents.

11. Destruction of the Improvements.

If prior to the Close of Escrow the Improvements are damaged or destroyed, whether by fire or other casualty, then (a) Seller shall promptly notify Buyer of such damage or destruction, (b) the Escrow and this Agreement shall remain in full force and effect, and (c) Seller shall retain

all of Seller's right, title and interest in and to any insurance proceeds or claims therefor with respect to such damage or destruction. Notwithstanding anything set forth in this Section 11, Seller shall be entitled to retain for itself any portion of the insurance proceeds which relate to costs incurred by Seller to obtain such proceeds and/or any portion of such proceeds relating to loss of rents or profits accruing prior to the Close of Escrow.

12. Loss by Condemnation.

(a) In the event that prior to the Close of Escrow, all or any portion of the permissible taking area set forth in Exhibit I (the "**Permissible Taking Area**") is subject to a taking by any public authority, Buyer shall (i) accept the Property (including the Permissible Taking Area) in its then condition and proceed to close this transaction, and (ii) effective upon the Close of Escrow, receive an assignment of all of Seller's rights to any condemnation awards payable by reason of such taking with respect to the Permissible Taking Area.

(b) In the event that prior to the Close of Escrow all or any portion of the Property in excess of the Permissible Taking Area is subject to any taking by a public authority, Buyer shall have the right to terminate this Agreement and the Ground Lease within 30 days of receipt of notice from Seller of such condemnation by providing written notice to Seller; provided that Buyer shall not be entitled to any portion of the condemnation award payable by reason of such taking. If Buyer fails to provide written notice of its election to terminate within such 30-day period, then Buyer shall have elected to terminate this Agreement. If Buyer has sent Seller a notice that they elect to not terminate this Agreement, then Buyer shall (i) accept the Property in its then condition and proceed to close this transaction, and (ii) receive an assignment of all of Seller's rights to any condemnation awards payable by reason of such taking.

(c) To the extent Buyer is entitled to any portion of any condemnation awards, Seller shall not compromise, settle or adjust any claims to such awards without Buyer's prior written consent, which consent shall not be unreasonably withheld. Seller agrees to give Buyer prompt notice of any taking of the Property promptly after Seller receives notice of the same. Notwithstanding anything set forth in this Section 12, Seller shall be entitled to retain any portion of the award which relates to costs incurred by Seller to obtain such award and/or any portion of the award relating to loss of rents or profits accruing prior to the Close of Escrow.

13. Default.

(a) PRIOR TO ENTERING INTO THIS TRANSACTION, BUYER AND SELLER HAVE BEEN CONCERNED WITH THE FACT THAT SUBSTANTIAL DAMAGES WILL BE SUFFERED BY SELLER IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. WITH THE FLUCTUATION IN LAND VALUES, THE UNPREDICTABLE STATE OF THE ECONOMY AND OF GOVERNMENTAL REGULATIONS, THE FLUCTUATING MARKET FOR REAL ESTATE LOANS OF ALL TYPES, AND OTHER FACTORS WHICH DIRECTLY AFFECT THE VALUE AND MARKETABILITY OF THE PROPERTY, IT IS REALIZED BY THE PARTIES THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE AMOUNT OF DAMAGES WHICH WOULD BE SUFFERED BY

SELLER IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THEREFORE, IN THE EVENT BUYER DEFAULTS IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE PROPERTY FOR ANY REASON OTHER THAN SELLER'S DEFAULT AND BUYER HAS NOT CURED A MONETARY DEFAULT WITHIN FIVE (5) DAYS OF WRITTEN DEMAND BY SELLER OR A NON-MONETARY DEFAULT WITHIN THIRTY (30) DAYS OF WRITTEN DEMAND BY SELLER, THE DEPOSIT SHALL BE PAID OR DELIVERED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES WHICH (SUBJECT TO PARAGRAPH (b) OF THIS SECTION 13) SHALL BE SELLER'S SOLE REMEDY HEREUNDER BY REASON OF SUCH DEFAULT. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES IN THE EVENT OF SUCH DEFAULT. BUYER AND SELLER EXPRESSLY AGREE THAT THE FOREGOING LIQUIDATED DAMAGES PROVISION IS NOT INTENDED TO DEFINE OR LIMIT ANY INDEMNITY LIABILITY OF BUYER TO SELLER UNDER THIS AGREEMENT ABOVE OR ANY PROVISION CONTAINED IN THIS AGREEMENT FOR THE PAYMENT OF ATTORNEYS FEES.

SELLER'S INITIALS: dw **BUYER'S INITIALS:** 

(b) If Buyer shall default in its obligations hereunder (and has not timely cured the same pursuant to the terms of this Agreement) and shall fail to cooperate fully in the immediate cancellation of Escrow and the release to Seller of the Deposit as liquidated damages (including without limitation if Buyer commences an action for specific performance of this Agreement and/or records a lis pendens against the Property) then, notwithstanding the parties' agreement to limit damages to liquidated damages, if Seller is the prevailing party in such dispute Seller shall be entitled to recover its actual damages (and Seller shall not be limited to liquidated damages).

(c) If Seller materially defaults on its pre-closing obligations under this Agreement and Seller fails to cure such default within five (5) days of receiving notice of such default, then Buyer shall have five (5) days thereafter to provide Seller written notice of Buyer's election to (i) terminate this Agreement and Escrow or (ii) proceed to close Escrow. If Buyer elects to terminate this Agreement pursuant to (i) above, Buyer shall, within ninety (90) days of providing written notice to Seller and Escrow Holder of Buyer's election to terminate this Agreement ("Action End Date"), either pursue damages or specific performance of this Agreement, pursuant to the terms of this Section 13(c). The foregoing are Buyer's sole remedies in the event of an uncured pre-closing default by Seller and Buyer's only right is to timely elect one of such remedies. If following a material default by Seller, Buyer desires to bring an action for damages, Buyer shall assert a cause of action for damages by filing its action, if at all, not later than the Action End Date, failing which Buyer shall be deemed to have waived the right to damages. If Buyer has elected to pursue damages, Escrow Holder shall return to Buyer and Seller all documents, instruments and funds to the party depositing the same (other than the Independent Consideration), and the Escrow and this Agreement shall be deemed to be terminated. In any action for damages, Buyer shall have the right to seek or obtain any damages (excluding lost profits or other consequential damages) in addition to Additional Ground Lease Damages and actual third party costs in negotiating this Agreement and investigating the Property. If following a material default by Seller, Buyer desires to bring an action for specific performance,

Buyer shall assert a cause of action for specific performance by filing its action, if at all, not later than the Action End Date, failing which Buyer shall be deemed to have waived the right to specific performance. In the event of a breach or alleged breach by Seller of its obligations to sell the Property to Buyer pursuant to this Agreement, if Buyer commences an action to specifically perform such obligations, as a condition precedent to Buyer's right to maintain such action Buyer shall have deposited with Escrow Holder, prior to the commencement of such action, an amount of cash consideration equal to \$350,000 which Buyer is to pay as part of the Purchase Price.

(d) A default under the Ground Lease, shall, at Seller's option constitute a default under this Agreement.

14. Assignment of Contracts and Intangibles

Upon the Close of Escrow, Seller shall be deemed to have assigned without warranty to Buyer, and Buyer shall be deemed to have assumed from Seller, all of Seller's right, title and interest to the Lease (subject to Section 3(b)), in and to all operating contracts and any and all Intangibles. The foregoing assignment of operating contracts and Intangibles is without warranty and subject to all third party consents and other contractual rights.

15. Broker's Commission.

In connection with the transaction contemplated by this Agreement, at the Close of Escrow, Seller shall pay a total broker's commission of \$150,000, to Terry E. Grant of First Team Commercial. Said commission shall be paid through Escrow at the close thereof. With the exception of such commission, Buyer and Seller each represent to the other that they have not entered into any agreement or incurred any obligation which might result in the obligation to pay a sales or brokerage commission or finder's fee with respect to this transaction. Buyer and Seller each agree to indemnify, defend, protect and hold the other harmless from and against any and all losses, claims, damages, costs or expenses (including attorneys' fees) which the other may incur as a result of any claim made by any person to a right to a sales or brokerage commission or finder's fee in connection with this transaction to the extent such claim is based, or purportedly based, on the acts or omissions of Seller or Buyer, as the case may be. The obligations of Buyer and Seller under this Section 15 shall survive the Close of Escrow.

16. Notices.

All notices, requests and demands to be made hereunder to the parties hereto shall be made in writing to the addresses set forth below and shall be given by any of the following means: (a) personal service; (b) electronic communication, including facsimile or e-mail transmission (provided, however, that notice is also given by one of the other means set forth in Subparagraph 16(a), (c), or (d)); (c) certified or registered mail, postage prepaid, return receipt requested; or (d) courier or delivery service. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent pursuant to either subsection 16(a), (b) or (d) hereof shall be deemed received upon the actual delivery thereof, and, if sent pursuant to subsection 16(c) shall be deemed received five (5) days following deposit in the mail. Refusal to accept delivery of any notice, request or demand shall

be deemed to be delivery thereof. If any party hereto is not an individual, notice may be made on any officer, general partner or principal thereof. Notice to any co-party shall be deemed notice to all co-parties.

To Seller: Townsend Bay Holdings, LP
2222 East Seventeenth Street
Santa Ana, California 92705
Attention: Dan Wojkowski
E-mail Address: dwoj@icidevco.com
Facsimile No: (714) 453-1900

Danforth Holdings, LLC
2222 East Seventeenth Street
Santa Ana, California 92705
Attention: Dan Wojkowski
E-mail Address: dwoj@icidevco.com
Facsimile No: (714) 453-1900

With a copy to: Manatt Phelps & Phillips
695 Town Center Drive, 14th Floor
Costa Mesa, Ca 92626
Attention: Steve Edwards, Esq.
E-mail Address: SEdwards@manatt.com
Facsimile No: (714) 371-2550

To Buyer: Rancho Santiago Community College District,
Santa Ana College
2323 N. Broadway, Suite 404-1B
Santa Ana, California 92706-1640
Attention: Peter Hardash
E-mail Address: Hardash_Peter@rsccd.edu
Facsimile No: (714) 796-3950

With a copy to: Bergman Dacey Goldsmith

10880 Wilshire Boulevard, Suite 900

Los Angeles CA 90024
Attention: John P. Dacey, Esq. and Robert D. Bergman, Esq.
E-mail Address: jdacey@bdgfirm.com rbergman@bdgfirm.com
Facsimile No: (310) 474-0931

To Escrow Holder: Lawyers Title Insurance Company
4100 Newport Place Drive, Suite 120
Newport Beach, California 92660
Attention: Joy Eaton
E-mail Address: joyeaton@ltic.com
Facsimile No: (949) 271-5762

17. Miscellaneous Provisions.

(a) Incorporation of Prior Agreements. This Agreement contains the entire understanding of Buyer and Seller with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements and understandings between the parties hereto pertaining to any such matter. No provision of this Agreement may be amended, modified or supplemented or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by the parties to this Agreement or their respective successors in interest.

(b) Buyer's Right to Assign. Buyer shall have no right to assign or transfer any of its rights or responsibilities hereunder to any person or entity without Seller's prior written consent which may be given or withheld in Seller's sole and absolute discretion. Any attempt by Buyer to assign or transfer any of its rights or responsibilities hereunder without Seller's written consent shall be void. Notwithstanding the foregoing, Buyer shall have the right to (i) assign this Agreement to any of Buyer's affiliates; provided, however, that Buyer shall not be released from any of its obligations under this Agreement and/or (ii) nominate any person to take title to the Property at the Close of Escrow. As used in this Agreement, the term "affiliate" means a person or entity controlling, controlled by or under common control with the person or entity in question, and "control" and person or correlated words means the effective ability to control management decisions of the person or entity in question.

(c) Attorneys' Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include in house counsel, printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel."

(d) Time is of the Essence. Time is of the essence of this Agreement.

(e) Successors and Assigns. Subject to any limitations on the rights of Buyer to transfer its interest in this Agreement set forth in Section 17(b), this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns.

(f) **California Law; Choice of Forum.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of California, without giving effect to any "conflict of law" rules of such state. Buyer and Seller each acknowledge and agree that the Superior Court of the State of California in and for the County and the associated federal and appellate courts shall have exclusive jurisdiction to hear and decide any dispute, controversy or litigation regarding the enforceability or validity of this Agreement or any portion thereof.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

(h) **Interpretation.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.

(i) **Construction.** The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly against the party who drafted such language.

(j) **Exhibits.** All Exhibits attached hereto are incorporated herein by reference and made a part hereof for all purposes.

(k) **No Recordation.** This Agreement shall not be recorded or filed in the public records of any jurisdiction by either party. Any attempt to do so shall be a breach of this Agreement.

(l) **Business Days.** As used in this Agreement, a "business day" shall mean a day other than Saturday, Sunday or any day on which banking institutions in the City of Los Angeles are authorized by law or other governmental action to close. All other references to "days" in this Agreement shall refer to calendar days.

(m) **Calculation of Days.** If the date for any approval or disapproval or other notice by either Buyer or Seller under this Agreement falls on a day other than a business day, then such date shall automatically be extended to the next succeeding business day.

18. **Confidentiality.**

(a) In connection with the transaction contemplated herein, Seller will be delivering or otherwise making available to Buyer information, documents and other materials related to the Property, which may include, without limitation, those documents and materials referred to in Section 3(b) herein (collectively, the "Information"). Without Seller's prior written consent, Buyer agrees not to disclose prior to the close of Escrow any Information except (i) to Buyer's directors, employees, auditors, counsel or professional advisors to whom it is necessary to show

the Information, each of which shall be informed by Buyer of the confidential nature of the Information; and (ii) in any statement or testimony pursuant to a subpoena or order by any court, governmental body or other agency asserting jurisdiction over Buyer, or as may otherwise be required by law (provided that Buyer shall give Seller prior notice of the disclosure permitted by this clause (ii) unless such notice is prohibited by the subpoena, order or law).

(b) In the event this Agreement is terminated for any reason prior to the Close of Escrow, Buyer will, upon demand, return to Seller all documents or other written material received from Seller and all copies thereof made by Buyer which contain the Information which have not been properly disposed of by Buyer, unless prohibited by law or a third party agreement.

19. Joint and Several Obligations.

In the event that this Agreement is executed by more than one party as Buyer, all obligations of Buyer hereunder shall be deemed to be joint and several.

20. Memorandum.

Upon the Ground Lease Commencement Date, Buyer shall have the right to record a memorandum of the Ground Lease with this Agreement as an exhibit attached thereto with the Office of the County Recorder for Orange County, California.

[Remainder Of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first above written.


“SELLER”

Townsend Bay Holdings, LP,
a California limited partnership

By: TBH GP, LLC,
a California limited liability company,
its sole General Partner

By:  _____
Name: Dan Wojkowski
Its: Authorized Signatory

Danforth Holdings, LLC,
a California limited liability company

By:  _____
Name: Dan Wojkowski
Its: Authorized Signatory

“BUYER”

Rancho Santiago Community College District

By:  _____
Name: Raúl Rodríguez, Ph.D.

Its: Chancellor


 7/1/13

EXHIBIT A

LEGAL DESCRIPTION

All that real property situated in the City of Santa Ana, County of Orange, State of California and more particularly described as follows:

Parcel 1: (Assessor's Parcel No.: 405-252-26)

That portion of Section 12, Township 5 South, Range 10 West, in the land allotted to Jacob Ross in Decree of partition of the Rancho Santiago De Santa Ana, in the City of Santa Ana, County of Orange, State of California, recorded in Book B, Page 410 of Judgments of the 17th Judicial District Court of Los Angeles County, California, described as follows:

Beginning at the Northwest corner of said Section;

Thence South 285.64 feet along the West line of said Section, to the North line of the land described in the Deed to C.H. Harris and wife, recorded December 24, 1923, in Book 502, Page 254 of Deeds of said Orange County;

Thence East, 174.655 feet along the North line of said Harris land;

Thence North, 285.64 feet parallel with said West line of Section to the North line of said Section;

Thence West, 174.675 feet to the point of beginning.

Except the West 40.00 feet and the North 50.00 feet thereof.

Also except that portion of said land included within a spandrel shaped Parcel of land bounded Westerly by a line parallel with and Easterly 40.00 feet, measured at right angles from the West line of said Section, bounded Northerly by a line parallel with and Southerly 50.00 feet, measured at right angles from the North line of said Section 12, bounded Southeasterly by the arc of a curve Southeasterly, having a radius of 25.00 feet and tangent to said West and North boundaries of said spandrel.

Except therefrom that certain portion of said land described as:

Commencing at the Northwest corner of said Section 12 and the centerline intersection of Bristol Street with 17th Street as shown on "Licensed Surveyor Map, filed in Book 3, Page 12, records of Survey in the Office of the County recorder of Orange County, California;

Thence, South, 285.64 feet along said centerline of Bristol Street and the Westerly line of said Section 12 to the Northerly line of the "South Six Acres" of land per Deed recorded December 24, 1923 in Book 502, Page

254 of Deeds, also being the Northerly line of the "West Three Acres of the South Six Acres" of land Per Deed recorded June 4, 1926 in Book 652, Page 255 of Deeds, both filed in said County recorders Office,

Thence along said Northerly line North 89°16'10" East 85.01 feet to a line parallel and distant 85.00 feet Easterly from said centerline of Bristol Street and Westerly Section line, and true point of Beginning;

Thence North 196.00 feet along said parallel line;

Thence North 44°30'00" East, 44.92 feet to a line parallel and distant Southerly 58.00 feet from the center line of said 17th Street;

Thence North 89°16'10" East 58.18 feet to the Easterly line of a Deed recorded May 26, 1924 in Book 528, Page 15 of Deeds in the County recorders Office;

Thence, North 8.00 feet to a line parallel and distant Southerly 50.00 feet from the centerline of said 17th Street;

Thence South, 89°16'10" West, 105.24 feet to the beginning of a curve concave Southeasterly having a radius of 25.00 feet,

Thence, Westerly, Southwesterly and Southerly along said curve, an arc length of 38.95 feet though a central angle of 89°16'10" to a tangent line that is parallel and distant Easterly 44.75 feet from said centerline of Bristol Street and said Section line, Thence South, 60.32 feet;

Thence North 89°16'10" East, 5.25 feet to a line that is parallel and distant, Easterly 50.00 feet from said centerline of Bristol Street and said Westerly Section line; Thence South, 150.63 feet;

Thence North 89°16'10" East 35.01 feet to the true point of beginning, pursuant to an order in an action in condemnation in the Superior Court of the State of California, Case No. 30-2010-00431228, recorded March 14, 2013 as Instrument No. 2013000156952 of Official Records.

Parcel 2: (Portion of Assessor's Parcel No.: 405-252-02)

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 12, Township 5 South, Range 10 West, in the land allotted to Jacob Ross in decree of partition of Rancho Santiago De Santa Ana, in the City of Santa Ana, County of Orange, State of California, recorded in Book B, Page 410 of Judgments of the 17th Judicial District Court of California, described as follows:

Beginning at a point on the North line of the land conveyed to C.H. Harris and wife by Deed recorded December 24, 1923, in Book 502, Page 254 of Deeds, South 285.74 feet and East 174.675 feet from the Northwest Corner of said Section;

Thence North 50.00 feet to a Point;

Thence East 175.00 feet; parallel with the North line of said conveyed to C.H. Harris and wife to the center line of Louise Street as described in the Deed to the City of Santa Ana, recorded June 20, 1924, in Book 531, Page 6 of Deeds;

Thence South 50.00 feet along said center line, to the North line of said land conveyed to C.H. Harris and wife;

Thence West 175.00 feet to the point of beginning.

Parcel 3: (Portion of Assessor's Parcel No.: 405-252-02)

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 12, in the land allotted to Jacob Ross in decree of partition of the Rancho Santiago De Santa Ana, in the City of Santa Ana, County of Orange, State of California, recorded in Book B, Page 410 of Judgments of the 17th Judicial District Court of California, described as follows:

Beginning at the Northwest Corner of the land conveyed to R.J. Pearson and wife by Deed recorded November 6, 1945, in Book 1362, Page 288, Official Records of said Orange County, which point is South, 235.74 feet and East 174.675 feet from the Northwest corner of said Section 12;

Thence North 50.00 feet;

Thence East 175.00 feet, parallel with the North line of said land conveyed to Pearson, to the center line of Louise Street as described in the Deed to the City of Santa Ana, recorded June 20, 1924, in Book 531, Page 6 of Deeds;

Thence South 50.00 feet along said center line to the Northeast corner of said land conveyed to Pearson;

Thence West 175.00 feet to the point of beginning.

Parcel 4: (Assessor's Parcel No.: 405-252-03)

That portion of Section 12, Township 5 South, Range 10 West in the land allotted to Jacob Ross in the final decree of partition of the Ranch Santiago De Santa Ana, in the City of Santa Ana, County of Orange, State of California, which was entered September 12, 1868, in Book B, Page 410 of Judgments of the District Court of the 17th Judicial District in and for Los Angeles County, California, described as follows:

Beginning at a point in the centerline of Louise Street, as described in the Deed to the City of Santa Ana, recorded June 20, 1924, in Book 531, Page 6 of Deeds, records of Orange County, California, distant thereon 285.74 feet Southerly from the North line of said Section 12;

Thence Westerly parallel with the North line of said Section, a distance of 174.62 feet to a line which is parallel with and distant 174.62 feet Easterly from the Surveyed centerline of Bristol Street;

Thence Southerly parallel with said centerline of Bristol Street, 50.00 feet;

Thence Easterly parallel with the North line of said Section 12, a distance of 174.62 feet to the centerline of Louise Street;

Thence Northerly along said centerline 50.00 feet to the point of beginning.

Parcel 5: (Assessor's Parcel No.: 405-252-25)

That portion of Section 12, Township 5 South, Range 10 West in the land allotted to Jacob Ross in the final decree of partition of the Rancho Santiago De Santa Ana, in the City of Santa Ana, County of Orange, State of California, which was entered September 12, 1868, in Book B, Page 410 of Judgments of the District Court of the 17th Judicial District in and for Los Angeles County, California, described as follows:

Beginning at the Northwest corner of the South 6 Acres of a Parcel of land described as beginning at the Northwest corner of said Section 12;

Thence South 10 chains along the West Line of said Section;

Thence East 10.59 chains;

Thence North 10 chains;

Thence West 10.59 chains to the point of beginning of said Parcel, said Northwest corner of said South 6 Acres being Southerly 285.74 feet from the Northwest corner of said Section 12;

Thence Easterly 174.62 feet along the North line of said South 6 Acres;

Thence Southerly 50.00 feet parallel with the Westerly line of said Section 12;

Thence Westerly 174.62 feet parallel with the North line of said South 6 Acres to the Westerly line of said Section 12;

Thence Northerly 50.00 feet to the point of beginning.

Except the Westerly 30.00 feet thereof.

Except therefrom that certain portion of said land described as:

Commencing at the Northwest corner of said Section 12 and the centerline intersection of Bristol Street with 17th Street as shown on

"Licensed Surveyors Map" filed in Book 3, Page 12, Records of Survey in the Office of the County recorder of Orange County, California;

Thence, South 285.64 feet along said centerline of Bristol Street and said Westerly line of Section 12 to the Northerly line of the "South Six Acres" of land per Deed recorded December 24, 1923 in Book 502, Page 254 of Deeds, also being the Northerly line of the "West Three Acres of the South Six Acres" of land per Deed recorded June 4, 1926 in Book 652, Page 255 of Deeds, both filed in said County recorders Office;

Thence, leaving said centerline and Section line, North 89°16'10" East 48.00 feet along said Northerly Deed lines to the Easterly line of a Corporation Grant Deed, recorded September 22, 1986 as Instrument No. 86-453697 of Official Records of said County, also being the true point of beginning;

Thence along said Easterly line, South 01°25'57" East, 50.00 feet to the Southerly line of said Licensed Surveyors Map;

Thence along said Southerly line North 89°16'10" East, 35.76 feet to a line parallel and distant 85.00 feet Easterly from said centerline of Bristol Street and Section line; Thence, North, 50.00 feet along said parallel line to said Northerly Deed lines; Thence, South 89°16'10" West 37.01 feet to the true point of beginning, pursuant to a Final Order of Condemnation in the Superior Court of the State of California, Case No.30-2010-00431228, recorded March 14, 2013 as Instrument No. 2013000156952 of Official Records.

Parcel 6: (Assessor's Parcel Number: 405-252-01)

Parcel 6A:

That portion of Section Twelve, Township Five South, Range Ten West, S.B.B. & M. described as follows:

Beginning at a point in the North line of said Section Twelve, 234.675 feet East of the Northwest corner thereof, said point being the Northeast corner of land conveyed to Russell S. Adkinson and wife by deed recorded July 2, 1951 in Book 1995, Page 607 of Official Records;

Thence South along the East line of said land conveyed to Russell Adkinson, 185.74 feet to the North line of land conveyed to Darrel A. Morton and wife by deed recorded December 21, 1945 in Book 1364, Page 589 of Official Records;

Thence East along the said North line of land conveyed to said Morton and wife 115 feet, more or less, to a point in the center line of Louise Street as described in the deed to the City of Santa Ana, recorded June 20, 1924 in Book 531, Page 6 of Deeds;

Thence North along the center line of Louise Street, 185.74 feet to a point in the North line of said Section Twelve;

Thence West along the North line of said Section Twelve, a distance of 114.675 feet to the point of beginning.

Excepting therefrom the North 30 feet for street purposes.

Parcel 6B:

That portion of Section Twelve, Township Five South, Range Ten West, S.B.B. & M. described as follows:

Beginning at a point in the North line of said Section Twelve, 174.675 feet East of the Northwest corner thereof;

Thence continuing East along said North line 60 feet;

Thence South parallel to the West line of the land conveyed to W. E. Adkinson and wife, by deed recorded June 7, 1924 in Book 528, Page 143 of Deeds, 185.74 feet to the North line of the land conveyed to Darrell A. Morton and wife, by deed recorded December 21, 1945 in Book 1364, Page 589 of Official Records;

Thence West along the said North line of the land conveyed to said Morton and wife, 60 feet to the West line of said land conveyed to W. E. Adkinson and wife;

Thence North along said West line 185.74 feet to the point of beginning.

Excepting therefrom the North 30 feet for street purposes.

EXHIBIT B
TENANT LEASE

EXHIBIT C
PROPERTY DOCUMENTS

Environmental Reports

- a. ICI memo regarding environmental reports dated May 10, 2013
- b. Original GRS-Global Phase I (#12-12406.1) dated August 1, 2012
- c. GRS-Global reliance letter dated December 11, 2012
- d. Environ International phase II report dated February 8, 2012
- e. Updated GRS-Global phase I report dated February 19, 2013
- f. Natural Hazard Reports prepared by Disclosure Source.

Property Surveys

- a. ALTA survey part 1 of 2
- b. ALTA survey part 2 of 2
- c. ALTA survey CAD base file
- d. TOPO survey part 1 of 2
- e. TOPO survey part 2 of 2

Tenant Lease

- a. Month to Month lease with Sprint dated February 1, 2013
- b. Tenant Estoppel Certificate dated _____, 2013.

Property Reports

- a. Hazardous building materials report, prepared by Envirogenesis, Inc. and dated January 18, 2013

Site Plan

- a. Preliminary site plan developed by Architects Orange

Title Report

- a. Title report prepared by Lawyers Title Insurance Company

EXHIBIT D

FORM OF ESTOPPEL CERTIFICATE

To: _____

Attn: _____

("Tenant") hereby certifies as follows:

1. The undersigned is the Tenant under that certain Lease dated _____, _____ (the "Lease"), executed by _____ ("Landlord") as Landlord and the undersigned as Tenant, covering the property located at _____, _____, California (the "Property").

2. Pursuant to the Lease, Tenant has leased approximately _____ square feet of real property (the "Premises") at the Property and has paid to Landlord a security deposit of \$ _____. The term of the Lease commenced on _____, _____. The next rental payment in the amount of \$ _____ is due on _____, _____.

3. True, correct and complete copies of the Lease and all amendments, modifications and supplements thereto are attached hereto and the Lease, as so amended, modified and supplemented, is in full force and effect, and represents the entire agreement between Tenant and Landlord with respect to the Premises and the Property. Without limitation, except as set forth on the attachment Tenant has no (i) right of first offer, right of first refusal, option to purchase or any other preferential right to purchase all or any part of the Property or the project in which the Property is located, and (ii) right to expand or contract the Premises or extend or shorten the term of the Lease. There are no amendments, modifications or supplements to the Lease, whether oral or written, except as follows (include the date of such amendment, modification or supplement):

4. All real property and improvements leased by Tenant have been completed and furnished in accordance with the provisions of the Lease, and Tenant has accepted and taken possession of the Premises. No event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by either Landlord or Tenant under the Lease, except (if none so state):

5. Landlord is not in any respect in default in the performance of the terms and provisions of the Lease. Tenant is not in any respect in default under the Lease and has not assigned, transferred or hypothecated the Lease or any interest therein or subleased all or any portion of the Premises, except (if none so state):

6. There are no offsets or credits against rentals payable under the Lease and no free periods or rental concessions have been granted to Tenant, except as follows:

Following any such conveyance, Tenant agrees that the Lease shall remain in full force and effect and shall attorn to Buyer as its landlord under the lease.

DATED: _____, 20__.

“TENANT”

EXHIBIT E

FORM OF GRANT DEED

WHEN RECORDED MAIL TO:)
)
)
)

MAIL TAX STATEMENTS TO:)
)
)
)

(Space above for Recorder's Use Only)

This conveyance is exempt from the payment of documentary transfer tax pursuant to R & T Section 11922.

This document is being recorded for the benefit of the Rancho Santiago Community College District and is exempt from payment of recording fees pursuant to Government Code Section 6103.

GRANT DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, _____, a _____, hereby grants to _____, a _____, all of that certain real property more particularly described in Schedule 1 attached hereto and incorporated herein by this reference, subject to (a) all non-delinquent real property taxes, (b) all non-delinquent special assessments, if any, and (c) all other liens, leases, easements, encumbrances, covenants, conditions, restrictions and other matters of record.

Dated: _____, 20__

“ _____ ”
a _____

By: _____
Its: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated ____, 201__, from Townsend Bay Holdings, LP, a California limited partnership and Danforth Holdings, LLC, a California limited liability company, to the Rancho Santiago Community College District, a California public agency, a political corporation and/or governmental agency is hereby accepted by order of the Rancho Santiago Community College District, a California public agency on ____, 201__, (or by the undersigned officer or agent on behalf of the Rancho Santiago Community College District, a California public agency, pursuant to authority conferred by resolution of the Rancho Santiago Community College District, a California public agency, adopted on _____, 201__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2014

Rancho Santiago Community College District,
a California public agency

By: _____

xxxxx

Its: xxxxx

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

SCHEDULE 1

Grant Deed Legal Description

All that real property situated in the City of Santa Ana, County of Orange, State of California and more particularly described as follows:

EXHIBIT F

SELLER'S NON-FOREIGN AFFIDAVIT

Under Section 1445 of the Internal Revenue Code of 1986, as amended (the "US Code"), and Sections 18805 and 26131 of the California Revenue and Taxation Code, a transferee of a California real property interest must withhold tax if the transferor is a foreign person or a non-resident of California. To inform _____, a _____ (the "Transferee"), that withholding of tax will not be required upon the transfer to Transferee by _____, a _____ (the "Transferor") of that certain real property located in the State of California and more particularly described in Schedule 1 attached hereto (the "Property"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the US Code and the Income Tax Regulations promulgated thereunder;
2. Transferor's U.S. employer identification number is _____; and
3. Transferor has a permanent place of business in California. The office address of Transferor's permanent place of business in California is _____.
4. Seller is not a disregarded entity as defined in §1.1445.2(b)(2)(iii).

Transferor understands that this Certification may be disclosed to the Internal Revenue Service and/or the California Franchise Tax Board and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor understands that Transferee is relying on this Certificate in determining whether withholding is or will be required in connection with the transfer of the Property by Transferor to Transferee, and that Transferee may face liabilities if any statement contained in this certificate is false.

Transferor hereby indemnifies Transferee, and agrees to hold Transferee harmless, from any liability or cost which such Transferee may incur as a result of: (i) the Transferor's failure to pay any U.S. Federal Income tax which Transferor is required to pay under applicable federal law, (ii) the Transferor's failure to pay California State Income Tax which Transferor is required to pay under applicable California law, or (iii) any false or misleading statement contained herein.

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 20__

TRANSFEROR:

a _____

By: _____
Its: _____

SCHEDULE 1

Legal Description

All that real property situated in the City of Santa Ana, County of Orange, State of California and more particularly described as follows:

EXHIBIT G

FORM OF NOTICE TO TENANT

STATEMENT TO TENANT RE: TRANSFER AND SECURITY DEPOSIT

_____, 20__

BY CERTIFIED MAIL ONLY

Name of Tenant

Address

Dear Tenant:

On _____, 20__, the property located at _____
_____ (the "Property") in which you are a tenant, was
leased to _____ ("Buyer"), whose address
is: _____. You are provided with the following
information relating to the transfer of your security deposit from us to Buyer:

Name of Tenant: _____

Suite or Unit Number: _____

Amount of your original deposit: \$ _____

Nature of our claims made against your deposit:

Amount of our claims made against your deposit: \$ _____

Balance of deposit transferred to Buyer: \$ _____

Buyer's name and address:

Effective with the leasing of the Property to Buyer, Buyer has assumed all obligations of the landlord under your lease of the Property. Please direct all future rent payments and/or inquiries with respect to the Property or your lease to Buyer at the above address.

Very truly yours,

By: _____

Its: _____

EXHIBIT H
FORM OF GROUND LEASE

GROUND LEASE

This Ground Lease ("Lease") is dated as of [____], 2013 ("Commencement Date") between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ("Tenant") and TOWNSEND BAY HOLDINGS, L.P., a California limited partnership ("Townsend"), and DANFORTH HOLDINGS, LLC, a California limited liability company ("Danforth" and Townsend shall be referred to collectively herein as "Landlord").

RECITALS

A. Except as otherwise provided herein, all initially capitalized terms shall have the meanings ascribed to such terms in that certain Purchase and Sale Agreement and Joint Escrow Instructions dated [____], 2013, by and between Landlord and Tenant relating to the sale of the Property by Landlord as Seller to Tenant as Buyer (as may be amended, the "Purchase Agreement"). This Lease is being entered into pursuant to the Purchase Agreement. As used in this Lease, the "Premises" is the Property as described in the Purchase Agreement, including Seller's entire interest as landlord under that certain Site Agreement, dated February 1, 2013, by and between Sprint PCS Assets, LLC ("Sprint") and Danforth ("Sprint Lease").

B. Tenant desires to rent the Premises from Landlord, and Landlord desires to rent the Premises to Tenant, on the terms and conditions provided for herein.

AGREEMENT

NOW, THEREFORE, taking the foregoing recitals into account, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lease. Landlord hereby rents to Tenant, and Tenant hereby rents from Landlord, the Premises for use by Tenant as a parking facility serving its college campus and related purposes, and any other legally permitted use consistent therewith. Tenant accepts the leasehold to the Premises subject to all Permitted Exceptions, including without limitation the Lease. Landlord is leasing the Premises to Tenant on an "AS-IS" basis under the terms set forth in the Purchase Agreement, and Landlord is not making any representations and warranties with respect to the Premises except as set forth in the Purchase Agreement. Pursuant to Section 8 herein, Tenant shall have the right to demolish any existing structures on the Premises that Tenant deems necessary to use the Premises as a parking facility; provided, however, Tenant shall not have the right to demolish any existing structures subject to the Sprint Lease.

2. Term. This Lease shall commence on _____, 2013, which is the 15th day after the expiration of the Feasibility Period, or if such 15th day is not a business day, then the next business day ("Commencement Date") and shall, unless sooner terminated as provided herein, expire on the earlier of: (a) the 30-year anniversary of the Commencement Date, or (b) the Close of Escrow pursuant to the terms of the Purchase Agreement.

3. Rent. The first payment of rent for the Premises shall be due on the Commencement Date.

(a) Rent for the Premises shall, from the Commencement Date until the day before the first year anniversary of the Commencement Date (the "**First Year End Date**"), unless earlier terminated as provided herein, be \$42,000 per year (the "**First Year Rent Amount**"), payable in advance in monthly installments of \$3,500 on the same day of the month for which the Commencement Date falls, and if such day is not a business day, then the next business day ("**Monthly Payment Date**").

(b) Rent for the Premises shall, commencing on the day after the First Year End Date (the "**Second Year Commencement Date**") until the one year anniversary of the First Year End Date (the "**Second Year End Date**"), unless earlier terminated as provided herein, be \$500,000 per year, payable in advance in monthly installments of \$41,667 on the Monthly Payment Date.

(c) Rent for the Premises shall, for every year commencing from the day after the Second Year End Date until the expiration or termination of the Lease, be an amount equal 103% of the annual rent payable during the immediately preceding year, payable in advance in equal monthly installments on the Monthly Payment Date.

(d) The rent set forth in this Section 3 is the only rent owed to Landlord hereunder and Landlord shall not be entitled to share in any collection of rent or other charges by Tenant to any space tenant or subtenant occupying the Premises.

(e) Notwithstanding anything in this Lease to the contrary, if on or after the Second Year Commencement Date, Buyer has provided written notice to Landlord of a proposed closing date ("**Tenant Closing Date**") but the Close of Escrow fails to occur on such Tenant Closing Date due to default beyond any applicable cure period by Landlord under the Purchase Agreement and Tenant is not in default beyond any applicable cure period under the Purchase Agreement, then Tenant shall only be responsible for paying Rent equal to the First Year Rent Amount until such time as Landlord has cured any such default and tendered performance under the Purchase Agreement.

4. Utilities. Tenant shall pay directly to the applicable utility companies the charges for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon.

5. Insurance.

(a) Tenant shall at all times during the term of this Lease, at its sole expense, pay all costs necessary to keep in effect insurance on all buildings and improvements on the Premises but only to the extent built by Tenant against loss by fire and lightning, the risks covered by what is commonly known as extended coverage, malicious mischief and vandalism, and all other risks of direct physical loss, in an amount equal to the full replacement value on the replacement form basis, of such buildings and improvements. Such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake). Such policy or policies shall

insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake).

(b) Tenant shall at all times during the term hereof, at its sole cost and expense, carry and maintain, comprehensive general liability insurance against claims for personal injury, sickness or disease, including death and property damage, in, on or about the Premises, or in, on or about the streets, sidewalks or premises adjacent to the Premises, such insurance to afford protection in such amounts as Tenant, from time to time, may determine to be reasonable, but not less than \$1,000,000, in respect to each person, and to the limit of not less than \$2,000,000, in respect to any one occurrence.

(c) Insurance required under this Section 5 shall be issued by companies duly licensed to transact business in the state where the Premises are located and maintaining during the policy Term a "General Policyholders Rating" of at least A-VII as set forth in the most current issue of "Best's Insurance Guide." Tenant shall furnish Landlord with a certificate or certificates of such insurance policy or policies pursuant to which the insurance carrier names Landlord as an additional insured and agrees not to cancel such policy or policies except upon 30 days prior notice to Landlord. If Tenant shall fail to procure and maintain the insurance required to be carried by Tenant under this Section 5, Landlord, upon 10 days written notice to Tenant (and Tenant's continued failure to procure such insurance during such 10 day period), may procure and maintain the same at Tenant's expense and any amounts paid therefor by Landlord shall be so much additional rent due at the next rent day after any such payment.

(d) All insurance policies maintained by Tenant hereunder shall include such deductibles and/or self-insured retention as maintained by Tenant for its other properties.

6. Taxes. As between Landlord and Tenant, Landlord shall pay all real property taxes (other than supplemental taxes due to any improvement of the Premises by Tenant) from the Commencement Date through the First Year End Date, and Tenant shall pay all real property taxes and assessments relating to the Premises from the Second Year Commencement Date until the expiration of the Lease. Notwithstanding anything in this Lease to the contrary, if on or after the Second Year Commencement Date, the Close of Escrow fails to occur on the Tenant Closing Date due to default beyond any applicable cure period by Landlord under the Purchase Agreement and Tenant is not in default beyond any applicable cure period under the Purchase Agreement, then Tenant shall not be responsible for paying any property taxes for the Premises from the Tenant Closing Date until such time as Landlord has cured any such default and tendered performance under the Purchase Agreement. Tenant shall pay Landlord prorata for the amount of 2013-2014 property taxes paid by Landlord attributable to the period between Second Year Commencement Date to June 30, 2014.

7. Use; Compliance with Law; and Assignment of Sprint Lease.

(a) Tenant shall use the Premises for the purpose set forth in Section 1 above in compliance with all laws, orders, judgments, ordinances, regulations, codes,

directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises and to Tenant, and to the use and occupancy thereof. Without limitation, such use of the Premises shall comply with all federal, state or local laws, regulations or ordinances and any judicial decisions, rules, regulations or publications promulgated thereunder regarding the environment or materials which are or could be hazardous to persons or property (an "Environmental Enactment").

(b) Tenant acknowledges receipt of the environmental reports and other materials described in Exhibit C to the Purchase Agreement (the "Environmental Reports"). The existence on or under the Premises of the Hazardous Materials described in the Environmental Reports will be referenced to herein as the "Existing Contamination." If Tenant improves the Premises pursuant to Section 8 below, and as part of the work undertaken by Tenant, Tenant shall at its cost and expense remediate the Existing Contamination pursuant to the work plan (the "Work Plan") and to the standards specified in the Environmental Reports. Tenant acknowledges that prior to the Commencement Date it has reviewed and approved the Work Plan, including without limitation the cost estimates for the remediation work set forth therein. Tenant shall notify Landlord of any commencement of work under the Work Plan, such notice to include a schedule of the remediation work pursuant thereto. Landlord and its representatives shall have the right to come on the Premises as reasonably required to monitor and inspect the work being done by Tenant pursuant to the Work Plan. Without limiting Section 1, Tenant acknowledges that Landlord has made no representations and warranties with respect to Hazardous Materials or compliance with Environmental Enactments except as set forth in the Purchase Agreement.

(c) This Lease constitutes Landlord's assignment to Tenant of the lessor rights and position under the Sprint Lease. On the Commencement Date, Landlord shall be deemed to have assigned without warranty to Tenant, and Tenant shall be deemed to have accepted from Landlord, all of Landlord's right, title and interest in and to the landlord's interest under the Sprint Lease. Tenant shall have the full right without the necessity of Landlord's approval to amend, modify, extend or terminate the Sprint Lease; provided, however, any amendment, modification or extension of the Sprint Lease will not bind Landlord as fee owner of the Premises. Commencing on the Commencement Date, Tenant shall have the full right to receive any rent payable under the Sprint Lease for the term of this Lease. If this Lease is terminated pursuant to the terms set forth herein, the landlord's interest under the Sprint Lease shall revert to Landlord and Tenant shall execute such instruments as reasonably required by Landlord to confirm such reversion. The indemnification obligations under Section 9 shall apply with respect to any actions taken by the Tenant under the Sprint Lease.

8. Maintenance and Renovation. Tenant shall maintain the Premises during the term hereof, but reserves the right to pass the costs thereof to space tenants occupying the Premises. Moreover, subject to obtaining all necessary governmental approvals and complying with all applicable laws, Tenant at its expense shall have the right to demolish the existing structures on the Premises and pave a parking lot on the Premises; provided that the Landlord shall have approved any plans or specifications affecting the Sprint Lease, which such approval shall not be unreasonably withheld. If requested by Tenant, Landlord shall promptly sign such

applications for land use entitlements and subdivision approvals and other government permits as Tenant requires in connection with the foregoing so long as the same does not result in any out of pocket expense to Landlord. The indemnification obligations under Section 9 shall apply with respect to any liability arising out of Tenant's work on the Premises and associated permits as aforesaid.

9. Indemnities.

(a) Tenant covenants and agrees to indemnify and hold Landlord, any of its officers, directors, shareholders, members, partners, employees and trustees and any of the legal representatives, successors and assigns of each of the foregoing harmless at all times against any claim, loss, liability, damage, mechanics' or other lien, cost or expense, including reasonable attorneys' fees and other costs of action, by reason of any accident, loss or damage resulting to persons or property arising out of Tenant's use of the Premises after the Commencement Date. The indemnity set forth in this Section 9 shall also run to (i) any successor of Landlord as the fee owner of the Premises or any portion thereof, (ii) any lender holding a mortgage or deed of trust encumbering the fee interest in the Premises, or any portion thereof, and (iii) if after this Lease terminates or expires Landlord or its successor leases the Premises or any portion thereof or space within any building therein, to any such new lessees.

(b) Tenant further agrees that it will keep Landlord and the Premises free and clear of and from any and all loss, liens (including mechanics' liens), liabilities, damage, costs or expense, including reasonable attorneys' fees, arising out of any damage which may be sustained by adjoining property or adjoining owners or other persons or property from any negligence or willful acts of Tenant, its officers, directors, shareholders, members, partners, employees and trustees and any of the legal representatives, successors and assigns of each of the foregoing.

(c) The indemnity set forth in Section 9(a) above shall extend to: (i) any matter arising out of or in connection with Tenant's acts or omissions in connection with the remediation of the Premises pursuant to the Work Plan, (ii) Tenant's failure to remediate the Existing Contamination pursuant to Section 7(b) if required to do so under the terms thereof; or (iii) the release on or from the Premises of any Hazardous Materials in violation of any Environmental Enactment during the term of this Lease.

(d) Landlord covenants and agrees to indemnify and hold Tenant, any of its officers, directors, shareholders, members, partners, employees and trustees and any of the legal representatives, successors and assigns of each of the foregoing harmless at all times against any claim, loss, liability, damage, mechanic or other lien, cost or expense, including reasonable attorneys' fees, by reason of any accident, loss or damage resulting to persons or property arising out of Landlord's use of the Premises (other than with respect to Existing Contamination) prior to the Commencement Date.

10. Sublease or Assignment. Tenant may assign this Lease to an affiliate of Tenant without the prior written consent of Landlord; provided that the Tenant shall remain

liable for all of the obligations of the Tenant under this Lease. All other assignments will require the prior written consent of Landlord, which consent may not be unreasonably withheld.

11. Damage, Destruction or Condemnation.

(a) In the event that during the term of this Lease, all or any part of the Premises is destroyed or damaged by fire or other casualty whether or not covered by the insurance which Tenant is required to carry pursuant to this Lease, Tenant shall accept the Premises in its then condition and continue under this Lease. In such event, any and all insurance proceeds received under any insurance policy held by Landlord shall be paid to Landlord.

(b) In the event that prior to the Close of Escrow, and on or before the First Year End Date, all or any portion of the Permissible Taking Area is subject to a taking by any public authority, (i) Tenant shall accept the Premises in its then condition and continue under this Lease, (ii) the Rent shall be reduced proportionately in accordance with the square footage of the Premises subject to such taking (the “**Reduced Rent Amount**”), and (iii) effective upon the Close of Escrow, Tenant shall receive an assignment of all of Landlord’s rights to any condemnation awards payable by reason of such taking.

(c) In the event that prior to the Close of Escrow, and on or after the Second Year Commencement Date, all or any portion of the Permissible Taking Area is subject to a taking by any public authority, (i) Tenant shall accept the Premises in its then condition and continue under this Lease, (ii) the Rent shall be reduced to the Reduced Rent Amount, and (iii) the condemnation award payable by reason of such taking shall be apportioned between the Landlord and Tenant (subject to any contrary provisions in any mortgage placed by Landlord on its fee interest in the Premises) as allocated between the fee and leasehold estates to the Premises as agreed to by the parties, or failing such agreement as allocated by the court.

(d) In the event that prior to the Close of Escrow all or any portion of the Premises in excess of the Permissible Taking Area is subject to a taking by any public authority, Tenant shall have the right to terminate this Lease within 30 days of receipt of notice from Landlord of such condemnation by providing written notice to Landlord; provided that if Tenant exercises such right of termination then Tenant shall not be entitled to any portion of the condemnation awards payable by reason of such taking. If Tenant fails to provide written notice of its election to terminate within such 30-day period, then Tenant shall be deemed to terminate this Lease. If Tenant provides written notice within such 30-day period of its election to not terminate this Lease, Tenant shall (i) accept the Premises in its then condition and continue under the Lease, and (ii) effective upon the Close of Escrow, receive an assignment of all of Landlord’s rights to any condemnation awards payable by reason of such taking.

(e) In connection with Sections 11(a)-(d), except in the case that Tenant terminates the Lease pursuant to the first sentence of Section 11(d), both the

Landlord and Tenant shall have the shared right to settle or compromise any claim against any condemning authority.

12. **Default.** In the event of a default by Tenant under this Lease, Landlord shall have all the rights and remedies available to Landlord under the laws of the State of California, and, to the extent allowed, shall be entitled to recover from Tenant, in addition to all damages or other sums available at law, Landlord's reasonable attorney's fees and costs as a result of any default by Tenant. Notwithstanding the foregoing, Tenant shall have five (5) days following written notice from Landlord to cure any monetary default or any non-monetary default; provided, however, if more than five (5) days is reasonably required to cure a non-monetary default and Tenant is acting diligently to cure such default, Tenant shall have up to 30 days to effect such cure or longer period as reasonably necessary, but in no event more than a total of 120 days after receipt of Landlord's notice of such default. Tenant acknowledges that late payment by Tenant to Landlord of rent due pursuant to this Lease and all other sums due hereunder, will cause Landlord to incur costs not contemplated by this Lease. Therefore, if any installment of rent or any other sum payable by Tenant ("**Default Amount**") is not cured by Tenant within five (5) following written notice from Landlord of such monetary default, Tenant shall pay an interest rate equal to five percent (5%) on such Default Amount from the date when such Default Amount was due until the date such Default Amount is paid. Any uncured default under the Purchase Agreement shall automatically constitute a default under this Lease.

13. **Notices.** Any notice, request, demand, instruction or other communication given hereunder by any party must be given in accordance with the Purchase Agreement.

14. **Governing Law.** This Lease shall be construed and enforced in accordance with the internal laws of the State of California without regard to any principle or doctrine of choice or conflicts of law.

15. **Memorandum of Lease.** If requested by either Landlord or Tenant, the parties agree to promptly execute and to have recorded a Memorandum of Lease.

16. **Miscellaneous.**

(a) None of the covenants, terms or conditions of this Lease to be kept and performed by either party shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument, duly signed, acknowledged and delivered by the other party. No waiver by a party of the default or breach of any term, covenant or condition hereof by the other party shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent default or breach of the same or of any other term, covenant or condition hereof. A party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to, or approval of, any subsequent or similar act by the other party, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Landlord's knowledge of a default or breach at the time of accepting rent, the acceptance of rent by Landlord shall not be a waiver of any preceding default or breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted.

(b) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

(c) Should any legal action be brought for the enforcement of this Lease or any term hereof, or due to any alleged dispute, breach, default or misrepresentation in connection with any provisions herein contained, the prevailing party shall be entitled to its reasonable attorneys' fees and costs and other costs incurred in any such action or proceeding and including any such action which results in an arbitration of the matters herein, and any action to enforce a judgment (including bankruptcy representation) and enforce an arbitration award, in addition to such other relief, as may be granted by the courts or arbitration proceedings.

(d) Tenant and Landlord agree that no leasing commission shall be due to any broker as a result of this Lease. Each party represents and warrants to the other party that such party has full right, power, and authority to enter into this Lease and to perform his, her or its obligations under this Lease.

(e) All understandings and agreements heretofore made by and between the parties hereto, whether in writing or oral, with regard to the subject matter hereof are merged into this Lease, and its exhibits, and neither Landlord nor Tenant is relying upon any statements or representations not set forth herein. This Agreement may be amended only by a writing dated subsequent to the date hereof, signed by all of the parties hereto.

(f) This Lease may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Delivery of a signed counterpart by telephone facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Lease.

(g) Time is of the essence of this Lease.

(h) As used herein, a "**business day**" is Monday through Friday other than any day on which a federal or California state holiday falls.

(i) As used herein, "**affiliate**" shall mean a person under the control of, under common control with or controlling the person or entity in question. For the foregoing purpose, "control" or "controlling" shall mean the practical ability to effect the management decisions of the entity in question.

(j) If requested by Landlord or Tenant, the party receiving such demand agrees to promptly (within seven business days after request) execute an estoppel certificate to the requesting party on the standard form of the requesting party certifying that this Lease is in full force and effect without default (or if one exists, stating the nature of the same) and such other matters as are typically set forth in certificates of such nature.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:

Townsend Bay Holdings, LP,
a California limited partnership

By: TBH GP, LLC a California limited liability company,
its sole General Partner

By: _____
Name: Dan Wojkowski
Title: Authorized Signatory

Danforth Holdings, LLC,
a California limited liability company

By: _____
Name: Dan Wojkowski
Title: Authorized Signatory

TENANT:

Rancho Santiago Community College District

By: _____
Name: Raúl Rodríguez, Ph.D.
Title: Chancellor

EXHIBIT I

PERMISSIBLE TAKING AREA

A Permissible Taking Area shall equal 10% or less of the total square footage of the Property, exclusive of areas currently encumbered by right of way easements granted to the City of Santa Ana.

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“First Amendment”) is dated as of July 6, 2013, by and between Townsend Bay Holdings, LP, a California limited partnership (“Townsend”), and Danforth Holdings, LLC, a California limited liability company (“Danforth” and together with Townsend, “Seller”), and Rancho Santiago Community College District, Santa Ana College (“Buyer”). This First Amendment does hereby amend that certain Purchase and Sale Agreement and Joint Escrow Instruction (“Agreement”), dated as of July 1, 2013, by and between Seller and Buyer, as follows:

1. Paragraph 2(a)(i) of the Agreement is amended in its entirety to provide as follows:

“Buyer shall deposit into Escrow (as defined in Section 4) immediately available funds in the amount of \$150,000.00 on or before July 26, 2013.”
2. In all other respects, the Agreement is hereby affirmed and ratified.

Signatures of Following Page

IN WITNESS WHEREOF, Buyer and Seller have executed this First Amendment as of the day and year first above written.

“SELLER”

Townsend Bay Holdings, LP,
a California limited partnership

By: TBH GP, LLC,
a California limited liability company,
its sole General Partner

By: _____

Name: Dan Wojkowski

Its: Authorized Signatory

Danforth Holdings, LLC,
a California limited liability company

By: _____

Name: Dan Wojkowski

Its: Authorized Signatory

“BUYER”

Rancho Santiago Community College District,
Santa Ana College

By: _____

Name: Raúl Rodríguez, Chancellor

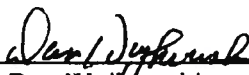
Its: Authorized Signatory

IN WITNESS WHEREOF. Buyer and Seller have executed this First Amendment as of the day and year first above written.

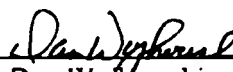
“SELLER”

Townsend Bay Holdings, LP,
a California limited partnership

By: TBH GP, LLC.
a California limited liability company,
its sole General Partner

By: 
Name: Dan Wojkowski
Its: Authorized Signatory

Danforth Holdings, LLC,
a California limited liability company

By: 
Name: Dan Wojkowski
Its: Authorized Signatory

“BUYER”

**Rancho Santiago Community College District,
Santa Ana College**

By: _____
Name: []
Its: []

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Adoption of Resolution No. 13-26 - Authorizing the Dedication of an Easement and an Irrevocable Offer of Dedication to the City of Santa Ana	
Action:	Request for Adoption	

BACKGROUND:

On June 17, 2013, the Board of Trustees adopted Resolution No. 13-25, Notice of Intention to dedicate an Easement and an Irrevocable Offer of Dedication to the City of Santa Ana. These are necessary for the repair, construction, operation and maintenance of public streets and right of way.

Resolution No. 13-25 (Approved on 6/17/13) also established a public hearing on the Easement dedication for the Board meeting of July 22, 2013, in compliance with Education Code 81311.

ANALYSIS:

In compliance with Education Code Sections 81312 and 81313, District staff has posted and publicly advertised the public hearing and intended action to dedicate the Easement and Irrevocable Offer of Dedication at the July 22, 2013 Board meeting.

Assuming that a protest petition consisting of at least 10% of the qualified electors of the District (Education Code 81314) is not presented to the Board before or during the public hearing, the Board may, by a two-thirds vote of all members, adopt Resolution No. 13-26, thereby granting the Easement and Irrevocable Offer of Dedication to the City of Santa Ana.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 13-26, to execute deeds of dedication or conveyance for the Easement and Irrevocable Offer of Dedication to the City of Santa Ana as presented.

Fiscal Impact:	None	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION NO. 13-26
OF THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT
AUTHORIZING THE DEDICATION OF AN EASEMENT AND IRREVOCABLE
OFFER OF DEDICATION TO THE CITY OF SANTA ANA

WHEREAS, the City of Santa Ana (“City”) has requested that the Rancho Santiago Community College District (“District”) dedicate an easement and an irrevocable offer of dedication to the City upon a portion of the District’s property located at Santa Ana College 1530 W. 17th Street, Santa Ana, CA 92706 (“Easement and Irrevocable Offer of Dedication ”). Legal descriptions and maps depicting the location of the Easements and Irrevocable Offer of Dedication are attached hereto as Exhibits “A & B” and incorporated herein;

WHEREAS, pursuant to Education Code section 81310, the governing board of a community college district may convey to the state, or any political subdivision or municipal corporation thereof, for public street or highway purposes any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree;

WHEREAS, the District desires to provide an Easement and an Irrevocable Offer of Dedication to the City for the construction, operation and maintenance of public streets and right of way, utilities, and the respective necessary fixtures and appurtenances thereto pursuant to the terms and conditions set forth in the Grant Deeds attached hereto and incorporated herein;

WHEREAS, pursuant to Education Code section 81311, on June 17, 2013, the District’s governing board (“Board”), in a regular open meeting, by a two-thirds vote of all its members adopted Resolution No. 13-25 (the “Resolution”) declaring its intention to dedicate the Easements;

WHEREAS, in accordance with Education Code section 81311, the District’s Board fixed July 22, 2013, for a public hearing (“Public Hearing”) upon the question of making the dedications of the Easement and Irrevocable Offer of Dedication to the City;

WHEREAS, pursuant to Education Code section 81312, the District posted copies of the Resolution in three public places in the District not less than ten (10) days before the Public Hearing, and published notice once, not less than five (5) days before the Public Hearing, in a local newspaper;

WHEREAS, pursuant to Education Code section 81313, on July 22, 2013, at a regular meeting of the District’s Board, the District held a Public Hearing upon the question of making the dedication of the Easement and Irrevocable Offer of Dedication to the City; and

WHEREAS, no petition pursuant to Education Code section 81314 has been filed with the District’s Board.

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

Section 1. That the above recitals are all true and correct.

Section 2. The District's Board authorizes and directs the President of the Board to execute the Easement and Irrevocable Offer of Dedication and take whatever action is necessary to complete the dedications to the City.

Section 3. That the District's Board hereby determines that the District is in compliance with all relevant sections of the Education Code and all other applicable laws.

ADOPTED, SIGNED AND APPROVED this 22 day of July, 2013.

President of the Board of Trustees of
Rancho Santiago Community College District
Arianna P. Barrios

I, Lawrence "Larry" R. Labrado, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 22 day of July 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of Rancho Santiago
Community College District

EASEMENT

FOR

CUL DE SACS

AT

MARTHA LANE AND 15TH STREET
SANTA ANA COLLEGE

[Attached beneath this sheet]

When recorded, please mail this instrument to:

Clerk of the Council
City of Santa Ana
20 Civic Center Plaza, M-30
Santa Ana, California 92701

Free recording requested by
The City of Santa Ana per
Government Code Section 6103.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Cancel Taxes	Approved ASTO Form BY Atty	Approved By Director	Description Written BY	Description Checked-C.K.	A P Number	R/W Map Number	Project Number
			J.O.S.	A.C.	004-070-49 004-071-07 004-070-38	NW 100 NW 182 NW 326	

EASEMENT DEED

Deed No. 8416

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rancho Santiago Community College District, a Political Subdivision of the State of California


Does Hereby Grant to THE CITY OF SANTA ANA, a Charter City and Municipal Corporation of the State of California, the real property in the City of Santa Ana, County of Orange, State of California, described as follows:

An easement for public street purposes as described in Exhibit "A" attached hereto and by this reference made a part hereof, and as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

For: Rancho Santiago Community College District, a Political Subdivision of the State of California

Dated: _____
STATE OF CALIFORNIA } SS.
COUNTY OF _____ }
On _____ before me,

personally appeared _____

By:  _____
Print Name _____
By: _____
Print Name _____

15th St b/w Artesia St & College Av., Martha Ln.
b/w Meriday Ln. & College Av.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notary seal)

EXHIBIT "A"
STREET EASEMENT

THOSE PORTIONS OF PARCEL 1 OF VOLUNTARY LOT MERGER NO. 2011-10, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MAY 17, 2012 AS INSTRUMENT NO. 2012000284155, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE OF "NORTH 89°15'53" WEST, 155.77 FEET" IN A SOUTHERLY LINE OF SAID PARCEL 1 ALONG THE NORTHERLY LINE OF FIFTEENTH STREET;

THENCE, ALONG SAID CERTAIN COURSE, NORTH 89°15'53" WEST, 16.56 FEET TO THE **POINT OF BEGINNING** AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 52.00 FEET AND TO WHICH A RADIAL LINE BEARS NORTH 81°55'48" EAST;

THENCE, TRAVERSING THE INTERIOR OF SAID PARCEL 1, THE FOLLOWING COURSES:

WESTERLY 121.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 134°11'25" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 52°15'37" EAST;

SOUTHWESTERLY 53.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°58'36" TO THE WESTERLY LINE OF SAID PARCEL 1 AND TO WHICH A RADIAL LINE BEARS SOUTH 00°42'59" WEST;

THENCE, ALONG SAID WESTERLY LINE OF PARCEL 1, SOUTH 01°07'30" WEST, 0.25 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE;

THENCE, ALONG SAID CERTAIN COURSE, SOUTH 89°15'53" EAST, 139.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,615 SQUARE FEET, MORE OR LESS.

PARCEL B:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE OF "NORTH 89°15'53" WEST, 61.08 FEET" IN A SOUTHERLY LINE OF SAID PARCEL 1 ALONG THE NORTHERLY LINE OF MARTHA LANE;

THENCE, ALONG SAID CERTAIN COURSE, SOUTH 89°15'53" EAST, 61.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 52.00 FEET AND TO WHICH A RADIAL LINE BEARS NORTH 55°47'15" EAST;

EXHIBIT "A"
STREET EASEMENT

THENCE, NORTHWESTERLY 68.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°50'14" TO THE WESTERLY LINE OF SAID PARCEL 1 AND TO WHICH A RADIAL LINE BEARS NORTH 20°02'59" WEST;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°44'07" WEST, 18.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,054 SQUARE FEET, MORE OR LESS.

PARCEL C:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE OF "SOUTH 89°15'53" EAST, 92.01 FEET" IN A NORTHERLY LINE OF SAID PARCEL 1 ALONG THE SOUTHERLY LINE OF MARTHA LANE;

THENCE, ALONG SAID CERTAIN COURSE, SOUTH 89°15'53" EAST, 92.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 52.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 53°44'33" EAST;

THENCE, WESTERLY 78.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°56'22" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 87.82 FEET AND TO WHICH A RADIAL LINE BEARS NORTH 33°11'49" EAST;

THENCE, NORTHWESTERLY 24.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°40'48" TO A WESTERLY LINE OF SAID PARCEL 1 AND TO WHICH A RADIAL LINE BEARS NORTH 17°31'01" EAST;

THENCE, ALONG SAID WESTERLY LINE, NORTH 00°44'07" EAST, 3.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,357 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

James O. Steines

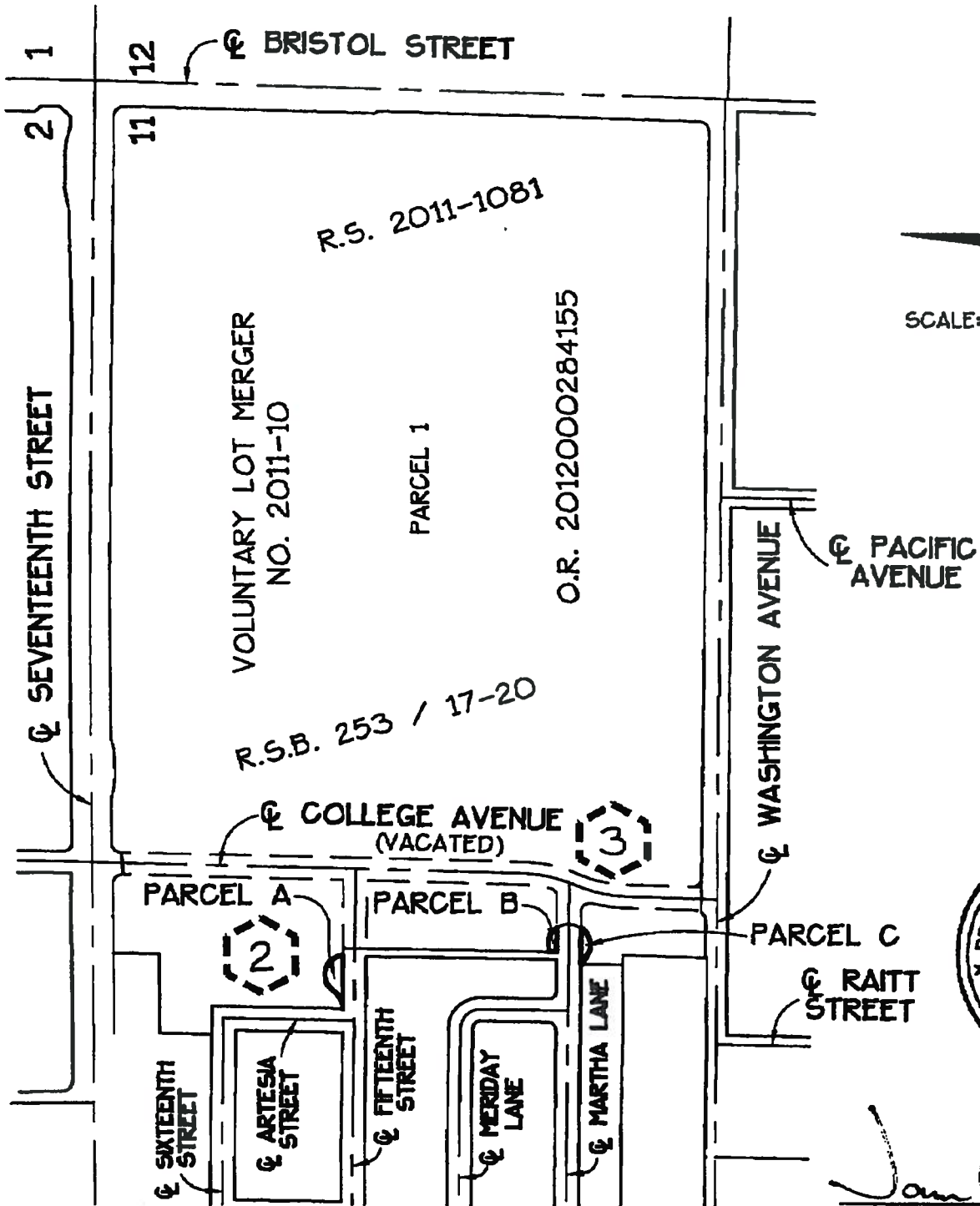
JAMES O. STEINES, P.L.S. 6086

OCTOBER 29, 2012
J.N. 2042 415330

EXHIBIT "B"

SHEET 1 OF 3

PORTIONS OF PARCEL 1 OF VOLUNTARY LOT MERGER
NO. 2011-10, O.R. 2012000284155,
IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA
STREET EASEMENT



James O. Steines
JAMES O. STENES, P.L.S. 6086

INDEX MAP

 INDICATES SHEET NO.



STANTEC CONSULTING INC.
19 TECHNOLOGY DRIVE
IRVINE, CA 92618
949.923.6000 5.9 (8)

Stantec

J.N.: 2042 415330

DATE: 10/29/11

EXHIBIT B STREET EASEMENT

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	58.00'	52°58'36"	53.63'

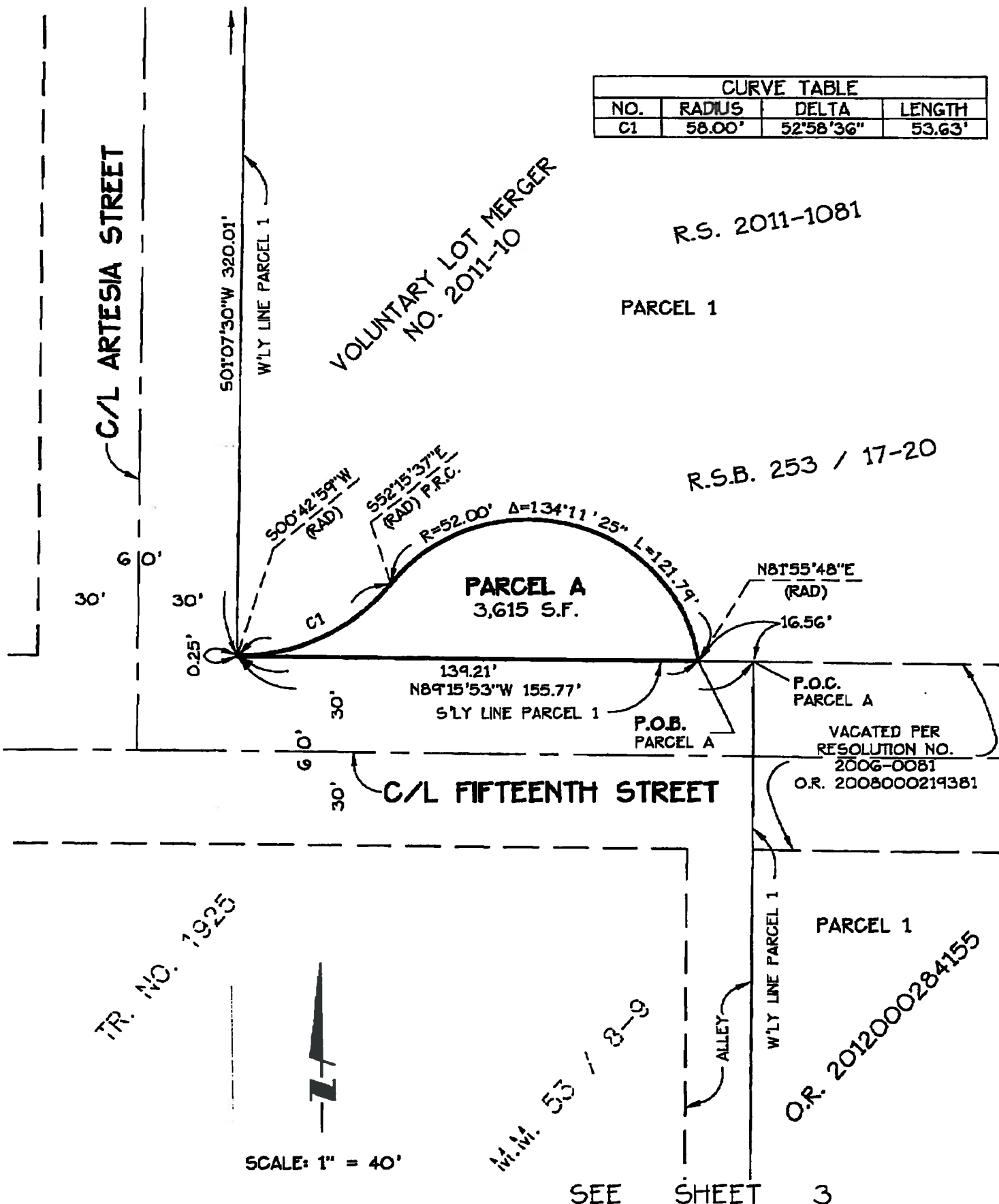
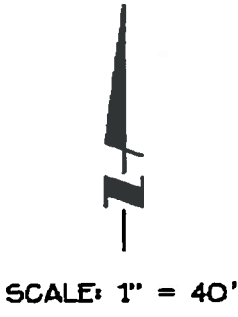


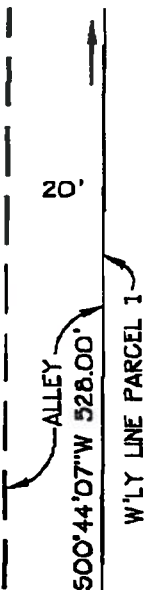
EXHIBIT B STREET EASEMENT

SEE SHEET 2

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	52.00'	233°14'48"	211.69'
C2	52.00'	70°28'12"	63.96'
C3	87.82'	15°40'48"	24.03'

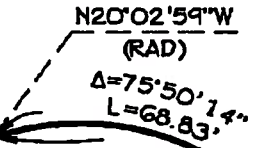


TR. NO. 1925

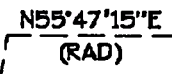


VOLUNTARY LOT MERGER
NO. 2011-10

R.S. 2011-1081

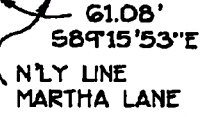


PARCEL B
1,054 S.F.



PARCEL 1

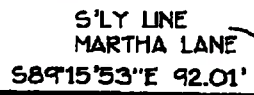
P.O.B.
PARCEL B



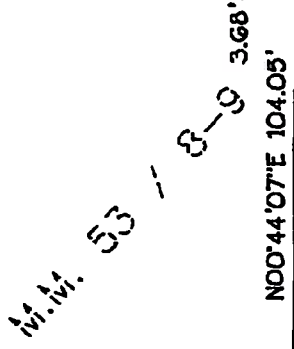
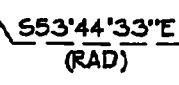
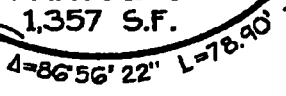
C/L MARTHA LANE

VACATED PER
RESOLUTION NO.
2006-0081
O.R. 2008000219381

P.O.B.
PARCEL C



PARCEL C
1,357 S.F.



M.M. 53

R.S.B. 253 / 17-20

O.R. 2012000284155

C/L COLLEGE AVENUE
(VACATED)

IRREVOCABLE OFFER

OF

DEDICATION

ON

WASHINGTON STREET - SANTA ANA COLLEGE

[Attached beneath this sheet]

When recorded, please mail this instrument:

Clerk of the Council
City of Santa Ana
20 Civic Center Plaza, M-30
Santa Ana, California 92701

Free recording requested by
The City of Santa Ana per
Government Code Section 6103.



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Cancel Taxes	Approved AS TO Form BY Ally	Approved By Director	Description Written BY J.O.S.	Description Checked-O.K. A.C.	A.P. Number 004-070-54	R/W Map Number NW 326	Project Number
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OFFER OF DEDICATION

Deed No. 8417

For valuable consideration, receipt of which is hereby acknowledged, Rancho Santiago Community College District, a Political Subdivision of the State of California, being the legal owner of the herein described real property, does hereby make an irrevocable offer of dedication pursuant to California Government Code Section 7050 to the City of Santa Ana, a Charter City and Municipal Corporation of the State of California, for public right-of-way purposes, of the real property located in the City of Santa Ana, County of Orange, State of California, described as set forth in Exhibit "A", attached hereto and incorporated herein, and as shown on Exhibit "B", attached hereto and by this reference made a part hereof.

The City of Santa Ana shall incur no liability with respect to this offer of dedication and shall not assume any responsibility for the offered property, or any improvements to the property, until this offer has been accepted pursuant to Section 33-55 of the Santa Ana Municipal Code or by resolution of the City Council of the City of Santa Ana.

The provisions of this offer shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the respective parties to the offer.

For: Rancho Santiago Community College District, a Political Subdivision of the State of California

By: 
6/19/13

Print Name _____

By: _____

Print Name _____

Dated: _____

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

On _____ before me,
_____ personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____

North side of Washington Av., w/o College Av.

EXHIBIT "A"
IRREVOCABLE OFFER OF DEDICATION

THAT PORTION OF PARCEL 1 OF VOLUNTARY LOT MERGER NO. 2011-10, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MAY 17, 2012 AS INSTRUMENT NO. 2012000284155, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 1,
NORTH 01°31'34" EAST, 10.00 FEET TO THE WESTERLY PROLONGATION OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE OF "NORTH 89°15'03" WEST, 2017.88 FEET" IN THE SOUTHERLY BOUNDARY OF SAID PARCEL 1;

THENCE, ALONG SAID WESTERLY PROLONGATION, SOUTH 89°15'03" EAST, 115.30 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 52°22'51" EAST;

THENCE, ALONG SAID SOUTHERLY BOUNDARY OF PARCEL 1, THE FOLLOWING COURSES:

SOUTHWESTERLY 23.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°07'48";

NORTH 89°15'03" WEST, 95.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,093 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

James O. Steines
JAMES O. STEINES, P.L.S. 6086

OCTOBER 29, 2012
J.N. 2042 415330

EXHIBIT "B"

A PORTION OF PARCEL 1 OF VOLUNTARY LOT MERGER
 NO. 2011-10, O.R. 2012000284155,
 IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA
IRREVOCABLE OFFER OF DEDICATION

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	25.00'	53°07'48"	23.18'

SCALE: 1" = 40'

TR. NO. 457
 M.M. 16 - 47

P.O.B.
 MOST SW'LY COR.
 PARCEL 1

NO1°31'34"E 199.60'

W'LY LINE PARCEL 1

10.00'

R.S. 2011-1081
 VOLUNTARY LOT MERGER
 NO. 2011-10

PARCEL 1

R.S.B. 253 / 17-20

552°22'51"E (RAD)

58°15'03"E 115.30'

1093 S.F.

N8°15'03"W 95.44'

S'LY BOUNDARY PARCEL 1

2017.88'
N8°15'03"W

(VACATED)
 C/L COLLEGE AVENUE

VACATED PER
 RESOLUTION NO. 2006-0081
 O.R. 2008000219381

O.R. 2012000284155

5'0" 25' 25'

C/L WASHINGTON AVENUE

5' 30' 25'

6' 40' 25'



James O. Steines
 JAMES O. STEINES, P.L.S. 6088



Stantec

STANTEC CONSULTING INC.
 19 TECHNOLOGY DRIVE
 IRVINE, CA 92618
 949.923.6000 5.9 (14)

J.N. 2042 415330

DATE: 10/29/11

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #3, Bid #1180 – Perimeter Site Improvements for Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On November, 13, 2012, the Board awarded a contract to WoodCliff Corporation for Bid #1180 for perimeter site improvements at Santa Ana College.

ANALYSIS

The specific changes, reasons for the changes and cost impacts are noted in the attached Board Change Order Summary #3.

Change Order #3 increases the contract by \$103,796. The revised contract amount is \$5,268,936. Staff was able to negotiate a savings of \$31,071. 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 2.6% 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 #1180 for WoodCliff Corporation perimeter site improvements at Santa Ana College as presented.

Fiscal Impact:	\$103,796	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D, Chancellor	

CHANGE ORDER

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

Project:	Santa Ana College- Perimeter Site Improvements	Bid No. <i>1180</i>	P.O. # <i>13-BP000260</i>
		D.S.A. No. #04-112268	
Contractor:	<i>WoodCliff Corporation</i>	Change Order No.	03
Architect:	<i>Westberg-White, Inc.</i>	Date:	<i>July 22, 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		\$5,137,000.00
Previous Change Orders	\$28,140.00	
This Change Order	\$103,796.00	
Total Change Orders		\$131,936.00
Revised Contract Amount		\$5,268,936.00
Previous Time Extensions	3 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		December 31, 2013
Revised Contract Completion Date		January 3, 2014
RSCCD Board Approval Date		July 22, 2013

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Bernards Authorized Signature Date

District Inspector Authorized Signature Date

Darryl A. Odum

Director - District Construction and Support Services Date

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services Date

Board Change Order Summary

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

Project: <i>Santa Ana College- Perimeter Site Improvements</i>	Bid No. <i>1180</i>	P.O. # <i>13 BP-000260</i>
	D.S.A. No. <i>#04-112268</i>	
Contractor: <i>WoodCliff Corporation</i>	Change Order No. <i>3</i>	
Architect: <i>Westberg-White, Inc.</i>	Date: <i>July 22, 2013</i>	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: The existing soils on site are not suitable for backfill. The Soils Engineer approved adding sand and blending it into the existing site soils, to meet soils requirements. (Original Quote \$24,584.00)</p> <p>REASON: To meet standards as outlined by soils engineer</p> <p>REQUESTOR: Soils Engineer</p> <p>TIME EXTENSION: 0 calendar days</p>		\$14,969.00
2.0	<p>DESCRIPTION: Temporarily relocated irrigation line. Quote \$3,599.00)</p> <p>REASON: Not to disrupt operation of existing irrigation system for landscaped areas of campus.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$3,250.00
3.0	<p>DESCRIPTION: Repair the existing utility line that was damaged while digging the sidewalk (Original Quote \$4,004.00)</p> <p>REASON: Existing line was too shallow and not at a standard depth of 24"</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: 0 calendar days</p>		\$2,000.00
4.0	<p>DESCRIPTION: Remove and replace the existing roof drains that are in conflict and inoperable with the planters and sidewalks adjacent to Bldg A. (Original Quote \$7,155.00)</p> <p>REASON: Existing roof drains not usable</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: 0 calendar days</p>		\$6,837.00

Board Change Order Summary

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

Project: Santa Ana College- Perimeter Site Improvements	Bld No. 1180	P.O. # 13 BP-000260
	D.S.A. No. #04-112268	
Contractor: WoodCliff Corporation	Change Order No. 3	
Architect: Westberg-White, Inc.	Date: July 22, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p>DESCRIPTION: Furnish and install required electrical material order to power site lighting. (Original Quote \$63,618.00)</p> <p>REASON: Upon field verification it was determined by the Electrical Engineer (16) additional circuits were required to be installed.</p> <p>REQUESTOR: Electrical Engineer</p> <p>TIME EXTENSION: 0 calendar days</p>		\$44,911.00
6.0	<p>DESCRIPTION: To provide proper water runoff from asphalt to curbs, revise gutter per plan to a swale. (Original Quote \$3,078.00)</p> <p>REASON: The height of the existing pavement was too low. A swale was provided for proper water flow.</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: 0 calendar days</p>		\$3,000.00
7.0	<p>DESCRIPTION: Remove and replace asphalt at parking lot #6, not shown per contract documents</p> <p>REASON: The existing asphalt condition was cracked and required additional removal and replacement for a proper path.</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: 0 calendar days</p>		\$28,829.00
Sub-Total		\$0.00	\$103,796.00
Total			\$103,796.00

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #8, Bid #1179 – New Soccer Field and Sports Facilities at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

The specific changes, reasons for the changes and cost impacts are noted in the attached Board Change Order Summary #8.

Change Order #8 increases the contract by \$82,978.12. The revised contract amount is \$5,614,730.89. Staff was able to negotiate a savings of \$7,296. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 8.96% 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 #8, Bid #1179 for Los Angeles Engineering Inc., Soccer Field and Football Facilities at Santa Ana College as presented.

Fiscal Impact:	\$82,978.12	Board Date: July 22, 2013
Prepared by	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

<h1>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>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;"><i>1179</i></td> <td style="width: 30%; border-bottom: 1px solid black;">P.O. #</td> <td style="width: 40%; border-bottom: 1px solid black;"><i>P000259</i></td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black; text-align: center;"><i>#04-111928</i></td> </tr> </table>	<i>1179</i>	P.O. #	<i>P000259</i>	<i>#04-111928</i>		
<i>1179</i>	P.O. #	<i>P000259</i>					
<i>#04-111928</i>							
Contractor: <i>Los Angeles Engineering Inc.</i>	Change Order No. 8						
Architect: <i>Westberg-White, Inc.</i>	Date: <i>July 22, 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	\$378,932.77	
This Change Order	\$82,978.12	
Total Change Orders		\$461,910.89
Revised Contract Amount		\$5,614,730.89
Previous Time Extensions	22 calendar days	
Time Extension - This Change Order	15 calendar days	
Total Time Extensions		15 calendar days
Original Completion Date		May 15, 2013
Revised Contract Completion Date		June 21, 2013
RSCCD Board Approval Date		July 22, 2013

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

Board Change Order Summary

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. 8

Architect: *Westberg-White, Inc.*

Date: July 22, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Remove and dispose of excess soils in parking lot 13 to meet the standard as outlined by soils engineer at walls. Additional removal of soils was needed.</p> <p><u>REASON:</u> Unforeseen condition. Existing soils conditions were unsuitable and required additional soil preparation.</p> <p><u>REQUESTOR:</u> Soils Engineer / Architect 15 - Calendar days. (Due to Coordination with additional utility agencies)</p> <p><u>TIME EXTENSION:</u></p>		\$50,562.00
2.0	<p><u>DESCRIPTION:</u> Revise parapet height from 2-0' to 2-9". (Original Quote: \$5350)</p> <p><u>REASON:</u> Unify exterior building appearance for all elevations.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$3,000.00
3.0	<p><u>DESCRIPTION:</u> Delete floor and concrete unit masonry sealer shown per plan.</p> <p><u>REASON:</u> Credit for deleted floor sealer already covered in other contract</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>	\$12,080.00	\$0.00
4.0	<p><u>DESCRIPTION:</u> Relocate trench drain from the upper to lower deck at the track and field bleachers. (Original Quote: \$42,624)</p> <p><u>REASON:</u> Conflict between the trench drain with concrete rebar in slab to provide for proper drainage.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$37,678.00

Board Change Order Summary

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. *8*

Architect: *Westberg-White, Inc.*

Date: *July 22, 2013*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p><u>DESCRIPTION:</u> Trim existing bolt threads from all gates, so they do not protrude from the face of the nut.</p> <p><u>REASON:</u> Public safety during egress through the metal gates.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$1,060.50
6.0	<p><u>DESCRIPTION:</u> Fabricate and weld 1/4" galvanized plates for required access compliance signage at the bleacher rails.</p> <p><u>REASON:</u> Plans do not indicate a signage method of attachment on railings.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$1,834.00
7.0	<p><u>DESCRIPTION:</u> Per Bulletin 20, paint and add reflective tape to vehicular entrance gate on College Avenue and 17th Street.</p> <p><u>REASON:</u> To increase visibility of traffic gate when secured.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$556.12
8.0	<p><u>DESCRIPTION:</u> Fabrication of thirty (30) additional 'master keys'.</p> <p><u>REASON:</u> No new 'change keys' are available under the Campus's existing KESO brand exceeded capacity on current key system keyset codes.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$367.50
Sub-Total		\$12,080.00	\$95,058.12
Total			\$82,978.12

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Notice of Completion: Bid #1179 – New Soccer and Sports Facilities at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Los Angeles Engineering to complete the new soccer field and football facilities at Santa Ana College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on June 21, 2013, and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$5,501,037.62

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the new soccer field and sports facilities at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17th Street, Santa Ana, California, caused improvements to be made to the property to wit: Bid No. 1179 - New Soccer Field and Football Facilities, the contract for the doing of which was heretofore entered into on the 17th day of January, 2012, which contract was made with Los Angeles Engineering P.O.12-BP000259, as contractor; that said improvements were completed on the 21st day of June 2013, and accepted by formal action of the governing Board of said District on the 22nd day of July, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Safeco Insurance Company of America.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____ California, on

_____, 20____.

Signature _____
(include name of corporation, partnership, etc., if any)

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Adoption of Resolution No. 13-27 – Landscaping for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On June 20, 2011, the Board of Trustees awarded a contract to Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Humanities Building at Santiago Canyon College. This is the completion contract originally awarded to Sierra Landscape.

ANALYSIS:

The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 13-27 as well as Exhibit A.

Resolution No. 13-27 and Change Order #6 as outlined, increases the contract by \$42,366.46. The revised contract amount is \$495,019.46. 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 27% 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. 13-27, Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$42,366.46	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO TROPICAL
PLAZA NURSERY FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE HUMANITIES BUILDING**

RESOLUTION NO. 13-27

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, (“Project”) to Tropical Plaza Nursery (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including voiding all claims against district and forfeiting remainder cost of \$60,000, provide labor and materials to install mulch and install irrigation and plants adjacent to Building “U” 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 \$42,366.46 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 22nd of July, 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 22nd day of July, 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 22 day of July, 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 HUMANITIES BUILDING***

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1134	P.O. # 12-P0019622
Contractor: Tropical Plaza Nursery, Inc.	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	6	
	Date:	June 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		\$389,823.00
Previous Change Orders	\$62,830.00	
This Change Order	\$42,366.46	
Total Change Orders		\$105,196.46
Revised Contract Amount		\$495,019.46
Previous Time Extensions	4 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		4 calendar days
Original Completion Date		November 25, 2011
Revised Contract Completion Date		November 29, 2011
RSCCD Board Approval Date		July 22, 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

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building		Bid No. 1134	P.O. # 12-P0019622
Contractor: Tropical Plaza Nursery, Inc.		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 6	
		Date: June 21, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide labor and material for various additional landscaping.</p> <p><u>REASON:</u> District and Architect changes for access compliance. Staff negotiated to reduce costs from \$100,000 to \$39,000</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$39,000.00
2.0	<p><u>DESCRIPTION:</u> Provide labor and material to install mulch adjacent to building U</p> <p><u>REASON:</u> Work was requested by the storm water prevention consultant to bring to compliance.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,647.43
3.0	<p><u>DESCRIPTION:</u> Provide labor and material to install additional irrigation and plants adjacent to loop road.</p> <p><u>REASON:</u> Plants and Irrigation was not part of the contract drawings. This will allow the area to be completed</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,719.03
Sub-Total		\$0.00	\$42,366.46
Total			\$42,366.46

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Adoption of Resolution No. 13-28 - Concrete for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On April 11, 2011, the Board of Trustees awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Humanities Building at Santiago Canyon College. This is the completion contract originally awarded to Tidwell Concrete.

ANALYSIS:

The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 13-28 as well as Exhibit A.

Resolution No. 13-28 and Change Order #12 as outlined, increases the contract by \$57,142. The revised contract amount is \$ 1,539,237.96. 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 18.2% 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. 13-28, for Guy Yocom Construction, Inc, Bid #1136, concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$57,142	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO GUY YOCOM
CONSTRUCTION, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE HUMANITIES BUILDING**

RESOLUTION NO. 13-28

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, (“Project”) to 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”) which includes installing channels, remove and repair seat wall, install patio topping slab, formwork, place and finish concrete for stairs, modifications and fill expansion joints. 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 \$57,142 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 22nd day of July, 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 22nd day of July, 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 22 day of July, 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 HUMANITIES BUILDING***

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building		Bid No. 1136	P.O. # 10-BP000253
		D.S.A. No. 04-110212	
Contractor: Guy Yocom Construction		Change Order No. 12	
Architect: LPA Inc		Date: June 20, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Installation of structural supports. <u>REASON:</u> Contractor did not have installation of structural supports in the contract and was added to complete the work. <u>REQUESTOR:</u> Construction Manager <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$4,288.00
2.0	<u>DESCRIPTION:</u> Installation of structural support at masonry walls. <u>REASON:</u> The installation of supports were not part of the contractors contract and was added to complete work. <u>REQUESTOR:</u> Construction Manager <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$2,042.00
3.0	<u>DESCRIPTION:</u> Remove concrete benches and repair. <u>REASON:</u> Unknown trade damage to concrete benches required repairs. <u>REQUESTOR:</u> Construction Manager <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$13,500.00
4.0	<u>DESCRIPTION:</u> Installation of structural supports at stage. <u>REASON:</u> The installation of supports were not part of the contractors contract and was added to complete work. <u>REQUESTOR:</u> Construction Manager <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$494.00
5.0	<u>DESCRIPTION:</u> Install patio concrete deck. <u>REASON:</u> The type of deck that required contractor to be paid to complete work. (Original cost \$5,000) <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$2,400.00
6.0	<u>DESCRIPTION:</u> Installation of structural support plates. <u>REASON:</u> The structural support plates were added because it was not shown clearly in the design. <u>REQUESTOR:</u> Construction Manager <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$2,331.00

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building	Bid No. 1136	P.O. # 10-BP000253
	D.S.A. No. 04-110212	
Contractor: Guy Yocom Construction	Change Order No. 12	
Architect: LPA Inc	Date: June 20, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
7.0	<p><u>DESCRIPTION:</u> Place and finish concrete for stair # 3 required for safety concerns.</p> <p><u>REASON:</u> The safety inspector required a second means of egress under the owner controlled insurance program.</p> <p><u>REQUESTOR:</u> Construction Manager</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$2,000.00
8.0	<p><u>DESCRIPTION:</u> Remove safety cable below concrete slab of deck</p> <p><u>REASON:</u> Concrete slab required patching to remove safety cable posts.</p> <p><u>REQUESTOR:</u> Construction Manager</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$7,000.00
9.0	<p><u>DESCRIPTION:</u> Remove and replace concrete flooring panels that were damaged due to trade damage.</p> <p><u>REASON:</u> Unknown trade damage to flat work concrete flooring panels.</p> <p><u>REQUESTOR:</u> Construction Manager</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$8,210.00
10.0	<p><u>DESCRIPTION:</u> Additive Change Order to offset deductive CO # 5 which was issued in error. Reference CO # 5 , Item # 2.0.</p> <p><u>REASON:</u> Due to damage of concrete flatwork Deductive change order issued in error. This cost will be net zero to District.</p> <p><u>REQUESTOR:</u> Construction Manager</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$7,439.00
11.0	<p><u>DESCRIPTION:</u> Fill in expansion joints with additional caulking above and beyond scope.</p> <p><u>REASON:</u> Expansion joints caulking needed at areas above and beyond scope.</p> <p><u>REQUESTOR:</u> Construction Manager</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$1,328.00
12.0	<p><u>DESCRIPTION:</u> The light bollards were too high and required chipping.</p> <p><u>REASON:</u> Field conditions required added chipping work.</p> <p><u>REQUESTOR:</u> Construction Manager</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$1,277.00

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building		Bid No. 1136	P.O. # 10-BP000253
		D.S.A. No. 04-110212	
Contractor: Guy Yocom Construction		Change Order No. 12	
Architect: LPA Inc		Date: June 20, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
13.0	<p>DESCRIPTION: Stair landing modifications required at stair to accommodate terrazzo.</p> <p>REASON: Field conditions required slab chipping to accommodate terrazzo.</p> <p>REQUESTOR: Construction Manager</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$4,833.00
Sub-Total		\$0.00	\$57,142.00
Total			\$57,142.00

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Adoption of Resolution No. 13-29 – Plumbing for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Interpipe Construction, Inc. for Bid #1140, plumbing for the Humanities Building at Santiago Canyon College.

ANALYSIS:

The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 13-29 as well as Exhibit A.

Resolution No. 13-29 and Change Order #10 as outlined, increases the contract by \$2,641. The revised contract amount is \$876,671.90. 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 16.11% 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. 13-29, Interpipe Construction, Inc. for Bid #1140, plumbing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$2,641	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE HUMANITIES BUILDING**

RESOLUTION NO. 13-29

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, (“Project”) to 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 labor and materials to provide new hose bib to allow the M&O staff to clean debris and dust from PV panels. These items are more fully described in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$2,641 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 22nd day of July, 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 22nd day of July, 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 22 day of July, 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 HUMANITIES BUILDING***

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1140	P.O. #	10-P0014548
	D.S.A. No. 04-110212		
Contractor: Interpipe Contracting Inc	Change Order No. 10		
Architect: LPA Inc	Date: July 2, 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		\$755,060.00
Previous Change Orders	\$118,970.90	
This Change Order	\$2,641.00	
Total Change Orders		\$121,611.90
Revised Contract Amount		\$876,671.90
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 5, 2011
Revised Contract Completion Date		June 2, 2013
RSCCD Board Approval Date		July 22, 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

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building		Bid No. 1140	P.O. # 10-P0014548
Contractor: Interpipe Contracting Inc		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 10	
		Date: April 16, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Contractor provided labor and material to provide a new faucet to allow the M&O staff to clean debris and dust from the panels to maintain efficiency</p> <p><u>REASON:</u> There was no faucet designed at the roof to allow for cleaning. The Owner requested the additional faucet.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,641.00
Sub-Total		\$0.00	\$2,641.00
Total			\$2,641.00

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Additional Testing Services for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On May 10, 2010 the Board of Trustees approved an agreement with Reliant Testing Engineers to perform construction testing for Humanities Building as required by the Division of State Architect (DSA).

ANALYSIS:

Based on project scope, plan review and Division of State Architects (DSA) Test and Inspection requirements the original proposal for testing services was estimated at \$127,572. The construction schedule increased the duration of the project and was the primary cause for extended testing services. In addition, the onsite Inspector of Record (IOR) required additional special testing of welds and bolt connections not listed in the Division of State Architects Test and Inspection requirements. This change order increase is for additional compensation in the amount of \$10,474 as noted in the attached proposal, dated May 28, 2013.

Multiple Change Orders have been approved prior to this request increasing the new total contract sum to \$553,092. This Change Order request will bring to a close testing service for the Humanities Building.

Project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve these additional testing services for the Humanities Building, at Santiago Canyon College as presented.

Fiscal Impact:	\$10,474	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

May 28, 2013

Mr. Alex Oviedo
Rancho Santiago Community College District
232 North Broadway, Suite #112
Santa Ana, CA 92706-1640

RE: Humanities COR #5

Dear Alex,

Due to unexpected services not accounted for in Change Order 4, a request for an additional 358 hours, and a welding procedure review are required to complete the project.

The total overage is \$26,752, but Reliant was able to absorb \$16,278.00 of the overage.

Reliant's net increase required to close out the job is \$10,474.00.

Reliant has been advised the project is complete; this will be the final COR for the project.

Should you have any questions or comments, please feel free to contact me via email or cell at 949/525-6211.

Sincerely,

Reliant Testing Engineers, Inc.



Denise DeGroff-Coffey
President

Cc: project file

**CHANGE
ORDER**

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER



PROJECT RSCCD Humanities Bldg

CHANGE ORDER NUMBER: 5

DATE: 5/28/2013

TO OWNER:
 RSCCD
 Alex Oviedo
 VIA : Oviedo_Alex@rsccd.edu

CONTRACT FOR: TESTING AND INSPECTION

Due to unexpercted services not accounted for in CO#4, the following services were required to complete the project:

Actual amount of hours to complete project	358	hours	\$74	\$26,492
WPS Review 6/3/13	4	hours	\$65	\$260
				<u>\$26,752</u>
Amount absorbed by Reliant				(\$16,278)
TOTAL COR REQUEST				<u><u>\$10,474</u></u>

Not valid until signed by the Owner, Architect, and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was _____	\$127,572.00
Net change by previously authorized Change Orders _____	\$415,046.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	\$542,618.00
The (Contract Sum) (Guaranteed Maximum Price) will be _____ Increased _____ by this Change Order in the amount of _____	
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	\$10,474.00
	\$553,092.00

contract time change: approximately 8 additional months
 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.

 RELIANT TESTING ENGINEERS, INC.

 3035 S. Harbor Blvd., Santa Ana, CA 92704

 BY
 Denise DeGroff
 5/28/2013

 RSCCD

 ADDRESS

 BY

 DATE

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Awarding Bid #1213 –Building “D” Re-Roofing at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, Bid #1213 – Building “D” re-roof at Santiago Canyon College was appropriately advertised and plans/specifications made available to prospective bidders.

ANALYSIS:

Bids were opened on Tuesday, July 2, 2013 for the work proposed at Santiago Canyon College as noted on the attached Bid Results Form. The lowest responsible bidder was Letner with a base bid for the amount of \$290,000. On July 3, 2013, Letner informed the District that a clerical error occurred; and Letner has respectfully requested release from their bid. After review of Letner’s request, it is recommended that the District move forward with an award to the second lowest bid submitted by Sylvester Roofing Company Inc. for the amount of \$364,900.

The purchase of the materials for this project was approved at the June 17, 2013 Board meeting using CMAS contract. The material cost is \$263,488.52 and installation of \$364,900 bringing the total to \$628,388.52

District staff has provided a “due diligence” review of the lowest responsive bidder, Sylvester Roofing Company Inc., and it has been verified they have the appropriate license, complied with necessary bid bond requirements, and has found no record of labor complaints.

This project is funded by Capital Outlay, Scheduled Maintenance.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1213 for Santiago Canyon College Building “D” re-roofing to Sylvester Roofing Company Inc. as presented.

Fiscal Impact:	\$364,900	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



2323 North Broadway
Santa Ana, CA 92706-1640

FACILITY PLANNING

BID RESULTS

BID #1213		PROJECT: SCC Building D Re-Roof		DUE DATE: July 2, 2013	
BIDDER		BASE BID AMOUNT		BIDDER	
Sylvester Roof Company 306 E. El Norte Pkwy, #371 Escondido, CA 92026		\$364,900			
Letner Roofing 1490 N. Glassell Street Orange, CA 92867		\$290,000 (Formally withdrew 7/3/13)			
Best Contracting Services 19027 S. Hamilton Avenue Gardena, CA 90248		\$379,140			
Commercial Roof Systems Inc. 11735 Goldring Road Arcadia, CA 91006		\$456,611			
Tecta America 1217 E. Wakeham Avenue Santa Ana, CA 92705		\$494,000			
United Contractors 334 West Oak Street San Bernardino, CA 92401		\$505,000			

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #10, Bid #1138 – Structural Steel for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board of Trustees awarded a contract to Blazing Industrial Steel, Inc. for Bid #1138, structural steel for the Humanities Building at Santiago Canyon College.

ANALYSIS

The specific changes, reasons for the changes and cost impacts are noted in the attached Board Change Order Summary.

Change Order #10 increases the contract by \$59,957.50. The revised contract amount is \$3,519,314.25. Staff was able to negotiate a savings of \$23,219.43. 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 6.45% 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 #10, Bid #1138 for Blazing Industrial Steel Inc., structural steel for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$59,957.50	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1138	P.O. # 10-P0014485
Contractor: Blazing Industrial Steel Inc	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	10	
	Date:	June 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		\$3,306,000.00
Previous Change Orders	\$153,356.75	
This Change Order	\$59,957.50	
Total Change Orders		\$213,314.25
Revised Contract Amount		\$3,519,314.25
Previous Time Extensions	10 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		10 calendar days
Original Completion Date		April 18, 2011
Revised Contract Completion Date		April 28, 2011
RSCCD Board Approval Date		July 22, 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

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building	Bid No. 1138	P.O. # 10-P0014485
	D.S.A. No. 04-110212	
Contractor: Blazing Industrial Steel Inc	Change Order No. 10	
Architect: LPA Inc	Date: June 21, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Install additional hand railing at stair #3</p> <p><u>REASON:</u> Railing installed per contract documents will not meet code requirements per DSA Inspector</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$4,074.63
2.0	<p><u>DESCRIPTION:</u> Install supports at roof.</p> <p><u>REASON:</u> Work was required for additional support to building structure</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$10,801.75
3.0	<p><u>DESCRIPTION:</u> Remove existing rebar at the exterior roof.</p> <p><u>REASON:</u> Work was necessary to accommodate the installation of ductwork</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$519.08
4.0	<p><u>DESCRIPTION:</u> Provide 4 pipe bollards per around Southern California Edison transformer</p> <p><u>REASON:</u> Bollards were requested by Southern California Edison for safety purposes.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,091.50
5.0	<p><u>DESCRIPTION:</u> Install additional metal supports at roof level.</p> <p><u>REASON:</u> To add additional support to the metal roof deck.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,932.86
6.0	<p><u>DESCRIPTION:</u> Install additional steel structural support at lower part of roof.</p> <p><u>REASON:</u> Work was necessary to provide additional support to the lower roof</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,863.92

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building		Bid No. 1138	P.O. # 10-P0014485
		D.S.A. No. 04-110212	
Contractor: Blazing Industrial Steel Inc		Change Order No. 10	
Architect: LPA Inc		Date: June 21, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
7.0	<u>DESCRIPTION:</u> Remove and relocate structural steel support plates at stairs. <u>REASON:</u> Additional support at stair #2 and roof <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$9,443.51
8.0	<u>DESCRIPTION:</u> Provide labor and material to remove and refabricate stainless steel guardrail <u>REASON:</u> Work was necessary to accommodate the roll up shade in the auditorium <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$3,230.25
9.0	<u>DESCRIPTION:</u> Provide labor and material to remove and replace existing handrail at the science building. <u>REASON:</u> Work was necessary to install kick plate and guardrail. (Original cost \$17,330.03) <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$10,000.00
10.0	<u>DESCRIPTION:</u> Install additional guard rail at exterior of building. <u>REASON:</u> Modify stainless steel guardrail to meet building code for safety purposes (Original cost \$29,889.40) <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$14,000.00
Sub-Total		\$0.00	\$59,957.50
Total			\$59,957.50

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #16, Bid #1139 – Electricity for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board of Trustees awarded a contract to Dynalectric for Bid #1139, electricity for the Humanities Building at Santiago Canyon College.

ANALYSIS

The specific changes, reasons for the changes and cost impacts are noted in the attached Board Change Order Summary.

Change Order #16 increases the contract by \$14,304. The revised contract amount is \$3,903,355.38. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 7.89% 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 #16, Bid #1139 for Dynalectric, electricity for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$14,304	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1139	P.O. # 10-BP000225
Contractor: Dynalectric	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	16	
	Date:	July 2, 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	\$271,151.38	
This Change Order	\$14,304.00	
Total Change Orders		\$285,455.38
Revised Contract Amount		\$3,903,355.38
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		June 6, 2013
RSCCD Board Approval Date		July 22, 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

Board Change Order Summary

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. 16	
		Date: July 2, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Contractor chipped concrete around existing planter and removed lights and fixture boxes for accessibility to conduits feeding lights.</p> <p><u>REASON:</u> Rework was required at the existing planter lights to keep existing lights operational.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$ 3,057.00
2.0	<p><u>DESCRIPTION:</u> The contractor added new lighting control under bridge inside planter box</p> <p><u>REASON:</u> The work was required to provide lighting control not originally detailed in the design documents.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$ 389.00
3.0	<p><u>DESCRIPTION:</u> Electrical conduit work was added to connect to back up power in computer server room.</p> <p><u>REASON:</u> The District's IT Network Manager requested this addition for back up power.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$ 9,971.00
4.0	<p><u>DESCRIPTION:</u> Additional fire alarm work at alarm tie-in switch.</p> <p><u>REASON:</u> Work was required at the request of DSA.</p> <p><u>REQUESTOR:</u> DSA</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$ 887.00
Sub-Total		\$0.00	\$14,304.00
Total			\$14,304.00

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #10, Bid #1141 – HVAC for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to West Tech Mechanical for Bid #1141, HVAC for the Humanities Building at Santiago Canyon College.

ANALYSIS:

The specific changes, reasons for the changes and cost impacts are noted in the attached Board Change Order Summary.

Change Order #10 increases the contract by \$91,188.88. The revised contract amount is \$2,340,591.69. Staff was able to negotiate a savings of \$28,319.08. 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 8.86% 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 #10, Bid #1141 for West Tech Mechanical, HVAC for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$91,188.88	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1141	P.O. # 10-BP000249
Contractor: West Tech Mechanical	D.S.A. No. 04-110212		
Architect: LPA Inc	Change Order No. 10	Date: June 19, 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		\$2,150,000.00
Previous Change Orders	\$99,402.81	
This Change Order	\$91,188.88	
Total Change Orders		\$190,591.69
Revised Contract Amount		\$2,340,591.69
Previous Time Extensions	2 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		2 calendar days
Original Completion Date		December 7, 2011
Revised Contract Completion Date		December 9, 2011
RSCCD Board Approval Date		July 22, 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

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building	Bid No. 1141	P.O. # 10-BP000249
	D.S.A. No. 04-110212	
Contractor: West Tech Mechanical	Change Order No. 10	
Architect: LPA Inc	Date: June 19, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Add additional screws to ceiling at air grills.</p> <p>REASON: Additional supports at ceiling required by building code per DSA inspector. (Original cost \$5,316.31)</p> <p>REQUESTOR: Inspector of Record</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$4,500.00
2.0	<p>DESCRIPTION: Compensation for material escalation for Air conditioning units at the roof</p> <p>REASON: Due to cost escalation for material (Original cost \$14,814.20)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$12,881.91
3.0	<p>DESCRIPTION: Add additional air grills to ceilings.</p> <p>REASON: Mechanical engineer added air grills to fix air pressure problems. (Original cost \$33,119.71)</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$20,095.45
4.0	<p>DESCRIPTION: Provide labor and material to make necessary changes to the ductwork in the heating and air conditioning system.</p> <p>REASON: Changes were made due to building code compliance to allow access to the electrical disconnect switches. (Original cost \$21,885.29)</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$18,711.52

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building	Bid No. 1141	P.O. # 10-BP000249
	D.S.A. No. 04-110212	
Contractor: West Tech Mechanical	Change Order No. 10	
Architect: LPA Inc	Date: June 19, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p><u>DESCRIPTION:</u> Add structural supports to air conditioning equipment in mechanical room.</p> <p><u>REASON:</u> Additional supports were needed for the air conditioning equipment to meet structural requirements per DSA.</p> <p>(Original cost \$17,943.15)</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$15,000.00
6.0	<p><u>DESCRIPTION:</u> Contractor installed additional air conditioning piping and insulation at air handling units.</p> <p><u>REASON:</u> Changes were required to allow chilled water to the units to make sure air conditioning equipment works properly.</p> <p>(Original cost \$26,429.30)</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$20,000.00
Sub-Total		\$0.00	\$91,188.88
Total			\$0.00

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #1, Bid #1142 – Fire Suppression for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to JPI Development Group, Inc. for Bid #1142, fire suppression for the Humanities Building at Santiago Canyon College.

ANALYSIS:

The specific changes, reasons for the changes and cost impacts are noted in the attached Board Change Order Summary.

Change Order #1 increases the contract by \$12,071. The revised contract amount is \$311,071. 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 4.03% 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 Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$12,071	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1142	P.O. # 10-P000242
Contractor: JPI Development Group Inc.	D.S.A. No. 04-110212		Change Order No. 1
Architect: LPA Inc	Date: July 2, 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		\$299,000.00
Previous Change Orders	\$0.00	
This Change Order	\$12,071.00	
Total Change Orders		\$12,071.00
Revised Contract Amount		\$311,071.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		November 25, 2011
Revised Contract Completion Date		November 25, 2011
RSCCD Board Approval Date		July 22, 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

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building		Bid No. 1142	P.O. # 10-P000242
Contractor: JPI Development Group Inc.		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 1	
		Date: July 2, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Added additional fire sprinklers <u>REASON:</u> Design changes required additional sprinklers in study rooms per code. <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$4,012.00
2.0	<u>DESCRIPTION:</u> Contractor had to remove and reinstall fire sprinklers to accommodate new smoke control system <u>REASON:</u> The smoke control system was added to the design per DSA requirements. <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$8,059.00
Sub-Total		\$0.00	\$12,071.00
Total			\$12,071.00

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #7, Bid #1144 – Roofing for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Troyer Contracting Company for Bid #1144, roofing on the Humanities Building at Santiago Canyon College.

ANALYSIS:

The specific changes, reasons for the changes and cost impacts are noted in the attached Board Change Order Summary.

Change Order #7 increases the contract by \$42,140. The revised contract amount is \$1,154,986.65. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 7.27% 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 #7, Bid #1144 for Troyer Contracting Company, roofing on the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$42,140	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1144	P.O. # 10-P0014762
Contractor: Troyer Contracting Company	D.S.A. No. 04-110212		
Architect: LPA Inc	Change Order No. 7R1	Date: 7/2/13	

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		\$1,076,688.00
Previous Change Orders	\$36,158.65	
This Change Order	\$42,140.00	
Total Change Orders		\$78,298.65
Revised Contract Amount		\$1,154,986.65
Previous Time Extensions	9 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		9 calendar days
Original Completion Date		March 23, 2011
Revised Contract Completion Date		April 1, 2011
RSCCD Board Approval Date		July 22, 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

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building		Bid No. 1144	P.O. # 10-P0014762
Contractor: Troyer Contracting Company		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 7R1	
		Date: 7/2/2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Install additional exterior metal panels to buildings. This cost, also includes a credit for skylight sheet metal not required. <u>REASON:</u> Revisions to the design. <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days	-\$5,396.00	\$11,677.00
2.0	<u>DESCRIPTION:</u> Roofing material was removed and reinstalled at connector bridge to Science Building. <u>REASON:</u> Removal and reinstallation due to exposure of roofing material and potential for adhesive failure due to sun exposure. <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$4,122.00
3.0	<u>DESCRIPTION:</u> Additional costs to cover material cost escalation for the exterior metal with panels. These costs only include the material and it does not include labor costs. <u>REASON:</u> Costs increases due to schedule setbacks as fabrication was contingent upon field measurements. <u>REQUESTOR:</u> Contractor <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$29,374.00
4.0	<u>DESCRIPTION:</u> The east side of the new bridge located where the bridge connects with the Science Building required waterproofing repair due to poor conditions at the connections of the building. <u>REASON:</u> Repairs where needed at the bridge connection to the Science Building to complete waterproofing. <u>REQUESTOR:</u> Field Condition <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$1,122.00

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building		Bid No. 1144	P.O. # 10-P0014762
		D.S.A. No. 04-110212	
Contractor: Troyer Contracting Company		Change Order No. 7R1	
Architect: LPA Inc		Date: 7/2/2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p><u>DESCRIPTION:</u> The east side of the new bridge located where the bridge connects with the Science Building required protection board to allow proper water drainage due to existing conditions.</p> <p><u>REASON:</u> Protection board was required at the bridge connects at the Science Building to prevent water intrusion due to existing conditions.</p> <p><u>REQUESTOR:</u> Field Condition</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$583.00
6.0	<p><u>DESCRIPTION:</u> Contractor completed additional piping work required to waterproof the new faucet on roof near the vertical pipe penetration.</p> <p><u>REASON:</u> Additional piping was required to waterproof the faucet pipe penetration on the roof.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$658.00
Sub-Total		-\$5,396.00	\$47,536.00
Total			\$42,140.00

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #2, Bid #1148 – Flooring for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010 the Board of Trustees awarded a contract to Continental Flooring, Inc. for Bid #1148, flooring for the Humanities Building at Santiago Canyon College.

ANALYSIS:

The specific changes, reasons for the changes and cost impacts are noted in the attached Board Change Order Summary.

Change Order #2 increases the contract by \$10,695. The revised contract amount is \$381,096. 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 3.08% 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 #2, Bid #1148 for Continental Flooring, Inc., flooring for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$10,695	Board Date: July 22, 2013
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1148	P.O. # 10-P0014660
Contractor: Continental Flooring	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	2	
	Date:	June 14, 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		\$369,678.00
Previous Change Orders	\$723.00	
This Change Order	\$10,695.00	
Total Change Orders		\$11,418.00
Revised Contract Amount		\$381,096.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar	
Total Time Extensions		0 Calendar
Original Completion Date		November 11, 2011
Revised Contract Completion Date		November 11, 2011
RSCCD Board Approval Date		July 22, 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 5.23 (2)

Board Change Order Summary

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

Project: Santiago Canyon College Humanities Building		Bid No. 1148	P.O. # 10-P0014660
Contractor: Continental Flooring		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 2	
		Date: June 14, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Installation of additional flooring</p> <p><u>REASON:</u> Additional flooring was needed adjacent to restrooms to prevent an uneven floor</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 Calendar Days</p>	\$0.00	\$1,963.00
2.0	<p><u>DESCRIPTION:</u> Install moisture sealer to server room in order to complete flooring and protect floor</p> <p><u>REASON:</u> Flooring needed sealer for warranty requirements.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 Calendar Days</p>	\$0.00	\$6,571.00
3.0	<p><u>DESCRIPTION:</u> Install additional subfloor adhesive to protect floor at corridor area.</p> <p><u>REASON:</u> Prep work was required to avoid an uneven floor.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 Calendar Days</p>	\$0.00	\$2,161.00
Sub-Total		\$0.00	\$10,695.00
Total			\$10,695.00

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Agreement with Outsource Technical for Programming & Technical Services	
Action:	Request for Approval	

BACKGROUND

For several years, Information Technology Services (ITS) has contracted with Outsource Technical to assist with the maintenance and customizations of Datatel. The ITS department would like to retain the services of the contracted programmer for continued assistance with specialized customizations as defined by the end-user departments for the Datatel System

ANALYSIS

ITS requires the services from Outsource Technical programmers to assist the District programmers with the maintenance and customizations of Datatel, and the integration of a third party solution, CI Solutions, used by both Credit and non-credit programs for attendance tracking, which is used to calculate FTES. These services also require advanced technical skill in SQL and Datatel's Envision environment to assist with custom processes such as the Data Warehouse, streamlining the MIS state reporting, the executive dashboard, tuning of the SQL database and server, and access controls

The cost for these services provided by Outsource Technical is \$75-\$100 per hour, depending on project skill requirements, with an estimated total cost of \$152,000 for the 2013-2014 fiscal year.

The administration recommends continued use of Outsource Technical Solutions to provide the aforementioned services as they have been utilized since the district's implementation of Datatel in 2007.

This project is funded by the ITS operations budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Outsource Technical agreement for Programming and Technical Services for the 2013-2014 fiscal year as presented.

Fiscal Impact:	\$152,000	Board Date: July 22, 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	

OUTSOURCE TECHNICAL SERVICE AGREEMENT

This service agreement ("Agreement") by and between OUTSOURCE TECHNICAL, ("OST"), located at 3700 Campus Drive, Suite 100 Newport Beach, CA 92660, and Rancho Santiago Community College District, ("DISTRICT") is made, entered into and effective as of the date of execution.

1. SERVICES.

OST shall provide qualified personnel/employees to DISTRICT for the purpose of performing certain requested services.

2. RELATIONSHIP OF PARTIES.

OST shall employ personnel who provide certain contracted for services to DISTRICT on the terms set forth herein. Although such personnel may have an employment relationship with OST, such personnel shall not be construed while working under this Agreement to have any employment relationship whatsoever with DISTRICT.

Once an OST employee is placed with DISTRICT, DISTRICT agrees that it is solely responsible for the supervision and work performance of the OST employee. Notwithstanding the above, OST agrees that it is responsible for and will pay all appropriate taxes, withhold all appropriate amounts from payroll checks, and purchase appropriate insurance for OST employees whose services are used by DISTRICT.

OST shall designate and provide at no charge to DISTRICT an OST official to serve as liaison with DISTRICT in overseeing the implementation of this Agreement. The OST liaison is set forth on Exhibit A.

3. COMPENSATION.

(a) **Direct Staffing Invoices and Fees.** DISTRICT shall pay a placement fee to OST calculated at 20% of the starting annualized cash salary for candidates sourced by OST and hired by DISTRICT, including guaranteed bonuses. Annualized cash salary for the purposes of this agreement shall not include stock options, benefits, or travel and/or relocation allowances provided to the candidate.

DISTRICT will pay OST the placement fee net thirty (30) days after receipt of an invoice and upon thirty (30) days of employment by the candidate at DISTRICT.

(b) **Direct Staffing Guarantee.** If an OST employee hired by DISTRICT through OST voluntarily quits or is terminated for any reason(s) other than layoff or position elimination within a sixty (60) day period following the employee's hire date, OST will refund any paid placement fee calculated at the rate of 1/60th per day (of the total fee) from start date to termination of employment.

(c) **Contract Staffing Billing Rates and Invoicing.** The agreed upon bill rate and/or rates for contract staffing are set forth on Exhibit A of this Agreement. Billing rate



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for contract staffing includes the employee's wages, OST's fees, worker's compensation, unemployment insurance, and state and federal taxes. Overtime will apply per applicable state law and the bill rate will be charged at time and half or double time, as applicable, for any overtime hours worked.

OST will invoice DISTRICT for direct staffing services on a weekly basis. Payment shall be due upon receipt of the invoice. Invoices shall be accompanied by timesheets, with DISTRICT'S signature certifying that the hours shown are correct and that the work was performed to DISTRICT'S satisfaction. Such signature will authorize OST to bill DISTRICT for the hours worked by the OST employee.

(d) Contract Staffing Right to Hire. DISTRICT has the right to hire an OST employee once they have been engaged in work at DISTRICT'S work site(s) for more than 180 working days (6 months) with an average of 40 hours per week. No OST Employee will be released for permanent hire until any and all overdue invoices are paid and at a "current status" according to the agreed upon payment terms of 15 days from the date of invoice. If DISTRICT decides to hire an OST Employee before the 6-month right to hire term, there will be a fee based on a sliding scales as follows: Immediate hire or during Month 1 = 20% of salary, month 2 = 18%, month 3 = 16% month 4 = 14%, during month 5 = 12%, after six months = no fee.

4. RESUMES.

DISTRICT acknowledges that OST is the representative of all resumes received by DISTRICT from OST. In the event DISTRICT employs any candidates submitted to DISTRICT, for any position with DISTRICT, within one (1) year from the time DISTRICT receives such resumes from OST, DISTRICT agrees to pay the placement fee set forth above in section 3(a).

5. TERM AND TERMINATION.

(a) The term of this Agreement shall begin upon the date hereof executed by the above parties and continue in effect thereafter until cancelled by either party upon written notice.

(b) This Agreement may be terminated by either Party in the event the other Party: (i) breaches any material provision and does not cure such breach within ten (10) days after receipt of written notice of such breach; (ii) becomes the subject of a bankruptcy or reorganization proceeding and such proceeding, if involuntary, is not dismissed within sixty (60) days; or (iii) becomes insolvent; (iv) ceases doing business as a going concern. In the event of a termination under this section, the terminating Party will have the right to exercise any right or remedy that may be available at law or in equity.

(c) If either Party terminates this Agreement with notice, then during the notice period OST will limit work to matters in process as agreed to in writing with DISTRICT and will not initiate new services, so that the notice period serves to effect an orderly transition of services in process. In the event of such continuation of services, DISTRICT will be obligated to pay for such performance according to the terms contained herein.



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6. INDEMNITY AND LIMITATION OF LIABILITY.


(a) OST's Indemnity of Company. OST shall indemnify, defend and hold harmless DISTRICT, its employees and its affiliates (the "DISTRICT Indemnities"), from and against any and all liabilities, demands, claims, losses, damages, fines, suits, judgments or expenses, including reasonable attorneys' fees and costs, arising out of or in connection with OST's negligent performance, including any employment discrimination claims brought by or against OST's employees, and/or a breach or alleged breach of any of its representations and warranties set forth herein.

(b) OST's Disclaimer of Liability; Indemnity. OST shall not be liable for any claim, loss, or liability of any kind whatsoever resulting from: (a) any acts or omissions by OST's employees taken at the specific direction or with the actual consent of DISTRICT; (b) DISTRICT'S failure to supervise, control, or safeguard the OST employee, and/or the premises, processes, or systems; (c) without OST's express prior written approval, entrusting the OST employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables; (d) DISTRICT requesting or permitting OST employee to use any vehicle, regardless of ownership, in connection with the performance of services for DISTRICT unless OST has given its express prior approval in writing; (e) promises of increased compensation made by DISTRICT to OST employees; (f) DISTRICT making substantial changes in the OST employee's job duties or risks without OST's prior written approval; (g) the conduct of DISTRICT'S officers, employees, and agents; (h) failure by DISTRICT to provide OST employees with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law; and (i) Claims for special, indirect, consequential, punitive, or lost profit damages. DISTRICT shall indemnify, defend and hold harmless OST, its employees and its affiliates, from and against any and all liabilities, demands, claims, losses, damages, fines, suits, judgments or expenses, including reasonable attorneys' fees and costs, arising out of or in connection with the matters contained in this section 6(b).

7. SAFE WORK PRACTICES.

DISTRICT agrees to provide OST with a copy of their safety program(s) before work begins. DISTRICT agrees to provide and maintain safe working conditions and further agrees to comply with all present and future applicable Federal, state and local laws and regulations regarding the safety and health of the employees covered by this Agreement. Failure to comply with Federal, state and local laws, resulting in accident or injury to an OST employee, the DISTRICT agrees to defend, indemnify, and hold OST harmless against any and all claims, losses, and liabilities that OST incurs including reasonable attorney's fees agreed upon by DISTRICT. If an OST Employee is to perform tasks which require driving a vehicle, DISTRICT agrees to deliver to OST, in advance, an insurance policy naming OST as additional insured.

DISTRICT understands that OST employees work in specific trades only. To the extent permitted by law, DISTRICT agrees to defend, indemnify, and hold OST harmless



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against any and all claims, losses, and liabilities that OST incurs (including reasonable attorney's fees agreed upon by DISTRICT) that are proximately caused by the fault, negligence, gross negligence, or recklessness of DISTRICT, or DISTRICT'S officers, employees, or authorized agents, that arise from DISTRICT'S breach of this Agreement, that arise from risks inherent in DISTRICT'S business, or that are expressly making substantial changes in the Assigned Employee's job duties or risks (e.g., ditch digging, moving heavy equipment or furniture, lifting objects over 60 lbs, carpentry, concrete work, masonry, etc.) without OST's prior written approval.


8. CONFIDENTIALITY.

(a) **DISTRICT'S Confidential Information.** OST acknowledges that it or its employees may be given access to or acquire information which is proprietary to or confidential to DISTRICT or its affiliated companies and their customers. Any and all such information obtained by OST shall be deemed to be confidential and proprietary information. OST agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services to DISTRICT. OST agrees to direct OST employees to keep such information confidential, and to require OST employees to enter into Confidentiality Agreements in the form annexed hereto as Exhibit B before being assigned to DISTRICT.

(b) **OST's Confidential Information.** DISTRICT acknowledges that during OST's performance under this Agreement, DISTRICT may be given access to or acquire Confidential Information of OST (as defined below), all of which provides OST with a competitive advantage and none of which is readily available. DISTRICT agrees that during the term of this Agreement and any time thereafter it will not use or disclose to any person or company (except under the authority of OST or if ordered to do so by a Court of competent jurisdiction) any Confidential Information obtained during the term of this Agreement for any reason or purpose. DISTRICT also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information. As used herein, OST's "Confidential Information" means: all information regarding OST's assigned and staff employees, including but not limited to their names, home addresses, telephone numbers, skills, qualifications, evaluations, availability, record of assignments, and related information.

9. WORK FOR HIRE.

OST warrants that all services provided by its employees or agents to DISTRICT under this Agreement, and all material generated in the course of providing such services, shall constitute Works For Hire owned exclusively by DISTRICT.



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10. CONTROLLING LAW AND ARBITRATION.

This Agreement shall be construed according to the laws of California applicable to contracts made and performed entirely therein. DISTRICT and OST agree to settle any disputes between the parties by arbitration in accordance with the rules then in effect by the American Arbitration Association. The costs of arbitration including attorney's fees will be reimbursed to the prevailing party by the non-prevailing party. It is agreed that a facsimile transmission of the signed agreement constitutes an original and binding document.

11. SEVERABILITY.

A ruling by any court that one or more of the provisions contained in this agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

12. INTEGRATION.

This Agreement supersedes any statement of terms submitted by OST or DISTRICT. This Agreement represents the full and complete agreement between parties concerning the subject matter herein. There are no other agreements of any kind concerning the subject matter herein. This Agreement cannot be modified or supplemented orally or implied; it may be amended or supplemented only by a writing identifying itself as such, signed by the authorized company executive and OST representative. Further, for the purposes of this Agreement, any reference to "days" shall mean calendar days.

AGREED AND ACCEPTED:

Outsource Technical LLP

Rancho Santiago Community College District

By: 

By: _____

Name: Angelo Cuneo
President

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

Date: 7/9/13

Date: _____


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EXHIBIT A: RATE CONFIRMATION

<u>Candidate/Skill Set</u>		<u>Bill Rate</u>
Candidate/ Skill Set	Programmer	\$90/hr
<u>OST Liaison:</u>	Angelo Cuneo	
<u>DISTRICT Contact:</u>	Sylvia LeTourneau	

AGREED & ACCEPTED BY:

AGREED AND ACCEPTED:

Outsource Technical LLP

Rancho Santiago Community College District

By: Angelo Cuneo

By: _____

Name: Angelo Cuneo
President

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

Date: 7/9/13

Date: _____

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #4, Bid #1183 – IES Commercial, Inc. for the District-wide Video Surveillance Security System	
Action:	Request for Approval	

BACKGROUND

On January 17, 2012, the Board of Trustees awarded a contract to IES Commercial, Inc. for the district-wide video surveillance security system.

ANALYSIS

During the course of installation, certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impact are noted in the attached Change Order #4.

The original contract amount is \$2,905,424.11. Change Order #4 decreases the contract amount by \$15,553.00. The revised contract amount is \$3,179,926.11. The cost indicated in the change order is considered fair, reasonable and within industry standards by the architect, construction manager, and district staff. This change order decreases the project cost by .535%. The total project cost decreased from 9.983% to 9.448%. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project is funded by capital outlay.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #4, Bid #1183 for IES Commercial, Inc., for the District-wide Video Surveillance Security System as presented.

Fiscal Impact:	-\$15,553.00	Board Date: July 22, 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	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	District Wide Video Surveillance System	Bid No. 1183	P.O. # P0021741
		D.S.A. No.	N/A
Contractor:	IES Commercial Inc.	Change Order No.	4
Architect:	Westberg-White, Inc.	Date:	May 28, 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		\$2,905,424.11
Previous Change Orders	\$290,055.00	
This Change Order	-\$15,553.00	
Total Change Orders		\$274,502.00
Revised Contract Amount		\$3,179,926.11
Previous Time Extensions	30 calendar days	
Time Extension - This Change Order	0 days	
Total Time Extensions		
Original Completion Date		March 28, 2013
Revised Contract Completion Date		April 28, 2013
RSCCD Board Approval Date		July 22, 2013

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

CHANGE ORDER

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

Project: Dsitric Wide Video Surveillance System

Bid No. 1183

P.O. # P0021741

D.S.A. No.

N/A

Contractor: IES Commercial Inc.

Change Order No. 4

Architect: Westberg-White, Inc.

Date: May 28, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Deductive change order to credit back to the District the labor and material for server/storage unit. This unit will be purchased directly by the District.</p> <p><u>REASON:</u> The District will purchase and install/configure the server storage unit.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 days</p>	\$15,553.00	\$0.00
Sub-Total		\$15,553.00	\$0.00
Total			-\$15,553.00

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #5, Bid #1183 – IES Commercial, Inc. for the District-wide Video Surveillance Security System	
Action:	Request for Approval	

BACKGROUND

On January 17, 2012, the Board of Trustees awarded a contract to IES Commercial, Inc. for the district-wide video surveillance security system.

ANALYSIS

During the course of installation, certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impact are noted in the attached Change Order #5.

The original contract amount is \$2,905,424.11. Change Order #5 decreases the contract amount by \$52,500.00. The revised contract amount is \$3,179,926.11. The cost indicated in the change order is considered fair, reasonable and within industry standards by the architect, construction manager, and district staff. This change order decreases the project cost by 1.087%. The total project cost decreased from 9.448% to 7.641%. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project is funded by capital outlay.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #5, Bid #1183 for IES Commercial, Inc., for the District-wide Video Surveillance Security System as presented.

Fiscal Impact:	-\$52,000.00	Board Date: July 22, 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	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	District Wide Video Surveillance System	Bid No. 1183	P.O. # P0021741
		D.S.A. No.	N/A
Contractor:	IES Commercial Inc.	Change Order No.	5
Architect:	Westberg-White, Inc.	Date:	May 31, 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		\$2,905,424.11
Previous Change Orders	\$274,502.00	
This Change Order	-\$52,500.00	
Total Change Orders		\$222,002.00
Revised Contract Amount		\$3,127,426.11
Previous Time Extensions	30 calendar days	
Time Extension - This Change Order	0 days	
Total Time Extensions		
Original Completion Date		March 28, 2013
Revised Contract Completion Date		April 28, 2013
RSCCD Board Approval Date		July 22, 2013

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

CHANGE ORDER

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

Project: District Wide Video Surveillance System		Bid No. 1183	P.O. # P0021741
Contractor: IES Commercial Inc.		D.S.A. No. N/A	
Architect: Westberg-White, Inc.		Change Order No. 5	
		Date: May 31, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Agreed upon deductive change order to compensate the District on releasing IES for the warranty coverage.</p> <p><u>REASON:</u> The District will not continue with IES warranty and will use deductive change order to cover warranty costs.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 days</p>	\$52,500.00	\$0.00
Sub-Total		\$52,500.00	\$0.00
Total			-\$52,500.00

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Change Order #6, Bid #1183 – IES Commercial, Inc. for the District-wide Video Surveillance Security System	
Action:	Request for Approval	

BACKGROUND

On January 17, 2012, the Board of Trustees awarded a contract to IES Commercial, Inc. for the district-wide video surveillance security system.

ANALYSIS

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

The original contract amount is \$2,905,424.11. Change Order #6 decreases the contract amount by \$19,279.00. The revised contract amount is \$3,108,147.11. The cost indicated in the change order is considered fair, reasonable and within industry standards by the architect, construction manager, and district staff. This change order decreases the project cost by .664%. The total project cost decreased from 7.641% to 6.977%. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project is funded by capital outlay.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #6, Bid #1183 for IES Commercial, Inc., for the District-wide Video Surveillance Security System as presented.

Fiscal Impact:	-\$19,279.00	Board Date: July 22, 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	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	District Wide Video Surveillance System	Bid No. 1183	P.O. # P0021741
Contractor:	IES Commercial Inc.	D.S.A. No.	N/A
Architect:	Westberg-White, Inc.	Change Order No.	6
		Date:	May 31, 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		\$2,905,424.11
Previous Change Orders	\$222,002.00	
This Change Order	-\$19,279.00	
Total Change Orders		\$202,723.00
Revised Contract Amount		\$3,108,147.11
Previous Time Extensions	30 calendar days	
Time Extension - This Change Order	0 days	
Total Time Extensions		
Original Completion Date		March 28, 2013
Revised Contract Completion Date		April 28, 2013
RSCCD Board Approval Date		July 22, 2013

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

CHANGE ORDER

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

Project: District Wide Video Surveillance System

Bid No. 1183

P.O. # P0021741

D.S.A. No.

N/A

Contractor: IES Commercial Inc.

Change Order No.

6

Architect: Westberg-White, Inc.

Date:

May 31, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Deductive change order for unused allowance items.</p> <p><u>REASON:</u> Deductive change orders for unused allowance items.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 days</p>	\$19,279.00	\$0.00
Sub-Total		\$19,279.00	\$0.00
Total			-\$19,279.00

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

To:	Board of Trustees	Date:	July 22, 2013
Re:	Approval of Notice of Completion: District-wide Video Surveillance Security System		
Action:	Request for Approval		

BACKGROUND:

The District issued a contract to IES Commercial, Inc. to install and integrate a district-wide video surveillance system. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on March 29, 2013, and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$3,108,147.11.

This project was funded by capital outlay.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the District-wide Video Surveillance Security System as presented.

Fiscal Impact:	N/A	Board Date:	July 22, 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		

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Rancho Santiago Community College District Office, located at 2323 N. Broadway, Santa Ana, CA 92706, caused improvements to be made to the property to wit: District-wide Video Surveillance Security System Installation, the contract for the doing of which was heretofore entered into on the 17th day of January, 2012, which contract was made with IES Commercial Inc., PO# 12-P0021741, as contractor; that said improvements were completed on the 29th day of March, 2013, and accepted by formal action of the governing Board of said District on the 22nd day of July, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is National Union Fire Insurance Company of Pittsburgh, PA.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____ California, on

_____, 20____.

Signature _____
(include name of corporation, partnership, etc., if any)

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Release and Waiver Agreement – IES Commercial, Inc. for the District-wide Video Surveillance Security System	
Action:	Request for Approval	

BACKGROUND

On January 17, 2012, the Board of Trustees awarded a contract to IES Commercial, Inc. for the installation and implementation of the district-wide video surveillance security system. While the installation of the video system equipment is complete and successful, the district has been experiencing problems with the video servers and storage.

ANALYSIS

The contract with IES Commercial, Inc., includes a one year warranty equipment and system configuration warranty that began on April 1, 2013. In March, 2013, the server and storage vendor, Intransa, filed bankruptcy. District ITS staff has been trained to repair equipment failures in order to maintain and/or restore the video images. In addition, the ITS staff has gained substantial experience with the new system. ITS staff can now serve the college community quickly and effectively. In order to expand and improve the video surveillance system, the administration believes it is in the best interest to assume the warranty duties. The savings for the release of warranty is \$52,500 and is reflected in Bid #1183—Change Order #5. Legal counsel, Hugh Lee, has reviewed and approved this agreement.

This project is funded by capital outlay.

RECOMMENDATION

It is recommended that the Board of Trustees approves the Release and Waiver agreement with IES Commercial, Inc., for the district-wide video surveillance security system as presented.

Fiscal Impact:	NA	Board Date: July 22, 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	

RELEASE AND WAIVER AGREEMENT

This Release and Waiver Agreement ("Agreement") is made and entered into on this _____ day of July, 2013, by and between IES Commercial, Inc. ("IES") and the Rancho Santiago Community College District ("District"). IES and the District are also referred to herein collectively as the "Parties".

RECITALS

- A. On or about January 27, 2012, the Parties entered into a contract ("Contract") to furnish and install a turnkey video surveillance security system throughout the District ("Project"). A copy of the Contract is attached hereto as Exhibit "A".
- B. Disputes between the Parties have arisen related to IES' performance of the work, and other claims on the Project.
- C. The Parties now wish to globally, fully and finally forever compromise, release and resolve all rights, claims and liabilities arising or in any manner related to the Project.

NOW THEREFORE, IN CONSIDERATION of the foregoing Recitals, and mutual understandings contained in this Agreement, and for other good and value consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Execution of Change Order Numbers 4, 5 & 6

The Parties will execute Change Order Numbers 4, 5 and 6 attached hereto as Exhibit "B". After execution of the Change Orders in Exhibit "B", the Parties agree that the revised total Contract amount is \$3,108,147.11, a savings of \$87,332.37.

2. Conditions Precedent to Release of Retention to IES

The District's obligation to make payment for Retention shall not accrue until IES completes the following all to the satisfaction and approval of the District:

- a. Completion of all as-built documents for the entire Project and delivery of all Auto-CAD files for the Project.
- b. Replacement and installation of one Altronix Netway 8M PoE Managed Midspan (which has been ordered as of the date of this Agreement).

3. District's Payment of Retention and Final Payment to IES

Not later than 35 days after recordation of the Notice of Completion for Bid #1183 and after IES' completion of: 1) all items set forth in Paragraphs 1 and 2 above; 2) execution of this Agreement by the Parties; 3) approval of this Agreement by the District's Governing Board of Trustees; 4) approval of the Notice of Completion for Bid #1183 by the District's Governing

Board of Trustees; and 5) receipt of final billing(s) in accordance with Exhibit "C", the District will issue full and final payment of \$284,989.17.

4. Release & Waiver

Upon receipt of the amount set forth in Paragraph 3 above, IES hereby releases and forever discharges the District and its, governing Board of Trustees, officers, directors, partners, employees, agents, representatives, servants, attorneys, consultants, successors, heirs, executors, administrators, and all other entities, persons, firms, associations, partnerships, insurers, architects, engineers or corporations connected with it, from and against any and all actions, causes of action, actual or potential claims, liabilities, demands, damages, losses, costs and expenses of any nature whatsoever, whether known or unknown, fixed or contingent arising out of or in any way related to any and all costs and claims arising or in any manner related to the Project.

IES expressly, voluntarily and knowingly waives the application of California Civil Code §1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The District likewise hereby releases and forever discharges IES and its parent and affiliate entities, officers, directors, employees, agents, representatives, attorneys consultants, successors, heirs, executors, administrators, and all other entities, persons, firms, associations, partnerships, insurers, engineers, or corporations connected with it, from and against any and all action, causes of action, actual or potential claims, liabilities, demands, damages, losses, costs and expenses of any nature whatsoever, whether known or unknown, fixed or contingent arising out of or in any way related to any and all costs and claims arising or in any manner related to the Project.

The District expressly, voluntarily and knowingly waives the application of the California Civil Code Section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

5. Exceptions to Release & Waiver

The release and waivers set forth in Paragraph 4 above and the waiver of the application of Civil Code §1542 shall not apply to: 1) any claims for defense of or indemnity for future claims by third parties arising from or related to the Project, except for any claims based on warranty or breach of contract; or 2) any stop notice or payment claims under Civil Code §9000 et seq. or wage or labor claims under Labor Code §1720 et seq. or Title 8, California Code of Regulations, Section 16000 et seq. District agrees and acknowledges that as of the date of this

Agreement, the District does not know of, or is not aware of, any third party claims arising from the Project.

6. Attorneys' Fees & Costs

Each Party shall bear its own costs and attorneys' fees incurred and waive recovery against each other of all fees or costs, except that if either Party pursues a claim for breach of this Agreement, the prevailing party in such dispute shall recover its reasonable attorneys' fees and costs.

7. Agreement Binding only on Parties

This Agreement shall be binding upon the Parties and their successors, assigns and heirs. This Agreement shall inure solely to the benefit of the Parties herein and shall not be and is not intended to be for the benefit for any persons, Parties or entities not a party to this Agreement.

8. Entire Agreement

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral concerning the subject matter herein. This Agreement may be amended only by a writing designated as an amendment signed and executed by the Parties herein.

9. Severability

The unenforceability or invalidity of any provision, portion or section of this Agreement shall not affect the enforceability or validity of the remaining portion of this Agreement or any part thereof.

10. Advice of Counsel

Each party acknowledges that it has entered into this Agreement freely and voluntarily and has had a full and complete opportunity to review this Agreement by themselves and with the advice of independent legal counsel of their own choosing. Any rule of contractual interpretation which provides that ambiguities in the document are to be construed against the drafting party shall not be employed or relied upon in interpreting this Agreement.

11. Governing Law

This Agreement shall be governed by, construed and enforced under and in accordance with the laws of the State of California.

12. Execution in Counterparts

This Agreement may be executed in counterparts. Each of the counterparts when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto duly execute this Agreement on the date first set forth above.

IES Commercial, Inc.

Rancho Santiago Community College District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"

Contract

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we IES Commercial, Inc., as Principal, and National Union Fire Insurance Company of Pittsburgh, Pa. as Surety, a California admitted surety insurer, are held and firmly bound unto the Rancho Santiago Community College District, hereinafter called the DISTRICT, in the sum of Ten PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Bid dated January 4 20 12, for Rancho Santiago Community College District- Wide Video Surveillance Security System Installation

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the Bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required Insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for Bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for Bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorney's fees to be fixed by the court. IN WITNESS HEREOF, the parties have executed this bond under their several seals this 4th day of January 20 12, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)



(Corporate Seal
of Surety)

(Attach Attorney-in-Fact Certificate
and Required Acknowledgments)
Signature

IES Commercial, Inc.
Principal (Proper Name of Bidder)

By: [Signature]
Signature

Bramon Watson
Print Name

Bramon manager
Title

National Union Fire Insurance Company
of Pittsburgh, Pa.

Surety

By: [Signature]

Pamela Prokop
Print Name

Attorney-in-Fact
Title
920 Memorial City Way, Suite 500
Houston, Texas 77024
Address

(713) 961-3800
Telephone No.

(713) 961-0226
Facsimile No.


NOTARY ACKNOWLEDGMENT

THE STATE OF TEXAS}

COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared, PAMELA PROKOP, Attorney-in-Fact of National Union Fire Insurance Company of Pittsburgh, Pa. , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND and seal of office this 4th day of January, 2012.



(Notary Public-Signature)
Jacqueline Kirk
Notary Public in and for the State of Texas.
My Commission Expires 5-16-2015.

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 19993

No. 31-B-16587

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Pamela Popkop, Larry E. Senkel, Judy M. Doid, Jacqueline Kirk, Theresa Gildart: of Houston, Texas---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 27th day of May, 2011



Anthony Romano, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 27th day of May, 2011 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JULIANA HALLENBECK
Notary Public - State of New York
No. 01146328071
Qualified in Esopus County
My Commission Expires April 11, 2013

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 4th day of January 2012.



Denis Butkovic, Secretary

65166 (4/96)

State of California)
County of San Diego)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

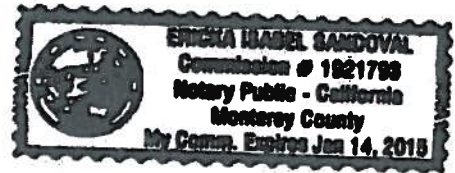
On January 3rd 2012 before me, Erica Isabel Sandoval Notary Public
(here insert name and title of the officer)

personally appeared Brandon David Watson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond

containing _____ pages, and dated 1-3-12

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

Bond Number: 994488

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Rancho Santiago Community College District (sometimes referred to hereinafter as "Obligee") has awarded to IES Commercial, Inc. _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Bid #1183 District Wide Video Surveillance Security System, (hereinafter referred to as the "Public Work"); and
~~Installation and Integration~~

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated January 18, 2012, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, IES Commercial, Inc., the undersigned Contractor, as Principal, and National Union Fire Insurance Company of Pittsburgh, PA, a corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College District in the sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. In the penal sum of Two Million Nine Hundred Five Thousand Four Hundred Twenty Four and 11/100 Dollars (\$2,905,424.11)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its

Contract Performance Bond

Page 1

agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Surety shall remain responsible for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of January, 20 12.

PRINCIPAL/CONTRACTOR:

IES Commercial, Inc.

By: [Signature]

National Union Fire Insurance
SURETY: Company of Pittsburgh, PA

By: [Signature]

Pamela Prokop

Attorney-in-Fact



The rate of premium on this bond is \$10.00 per thousand.

The total amount of premium charged: \$ 29,054.00 (This must be filled in by a corporate surety).

Contract Performance Bond

Page 3

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)
National Union Fire Insurance
Company of Pittsburgh, PA
600 N. Pearl Street, Suite 700
Dallas, Texas 75201
Telephone: (214) 758-8590

(Name and Address of agent or representative for service for process in California)
Vince Masucci
Chartis insurance
777 Figueroa Street, Suite 1300, Los Angeles, CA 90017
Telephone: 213-689-3500

STATE OF ~~CALIFORNIA~~ TEXAS)
)ss.
COUNTY OF HARRIS)

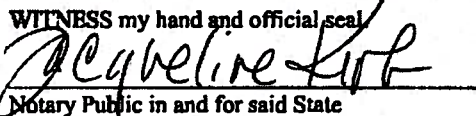
On January 19, 2012 before me, Jacqueline, Kirk

(insert name and title of the officer)

On January 19, 2012, before me, Jacqueline Kirk, a Notary

Public in and for said State, personally appeared Pamela Prokop, Attorney-in-Fact, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the National Union Fire Insurance Company of Pittsburgh, PA (Surety) and acknowledged to me that he/she/they subscribed the name of the National Union Fire Insurance Company of Pittsburgh, PA (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Notary Public in and for said State

(SEAL)

Commission expires: May 16, 2015

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**PAYMENT BOND
(CALIFORNIA PUBLIC WORK)**

Bond Number: 994488

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Rancho Santiago Community College District (sometimes referred to hereinafter as "Obligee") has awarded to IES Commercial Inc. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Bid #1183 District Wide Video Surveillance Security System, Installation and Integration (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, IES Commercial, Inc., the undersigned Contractor, as Principal; and National Union Fire Insurance Company of Pittsburgh, PA, a corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents. In the penal sum of Two Million Nine Hundred Five Thousand Four Hundred Twenty Four and 11/100 Dollars (\$2,905,424.11).

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the

Payment Bond

Page 1

sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of January, 2012.

PRINCIPAL/CONTRACTOR:

IES Commercial, Inc.

By:

SURETY:

National Union Fire Insurance Company
of Pittsburgh, PA

By:

Pamela Prokop
Attorney-in-Fact



Payment Bond

Page 2

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

National Union Fire Insurance
Company of Pittsburgh, PA
600 N. Pearl Street, Suite 700
Dallas, Texas 75201

Telephone: (214) 758-8590

(Name and Address of agent or representative
for service for service of process in
California)

Vince Masucci
Chartis Insurance
777 Figueroa Street, Suite 1300, Los Angeles, CA 90017

Telephone: 213-689-3500

STATE OF ~~CALIFORNIA~~ TEXAS)
) ss.
COUNTY OF HARRIS)

On January 19, 2012 before me, Jacqueline Kirk,
(insert name and title of the officer)

a Notary Public in and for said State, personally appeared Pamela Prokop, Attorney-in-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument as the Attorney-in-Fact of the National Union Fire Insurance Company of Pittsburgh, PA (Surety)
and acknowledged to me that he/she/they subscribed the name of the National Union Fire Insurance Company of Pittsburgh, PA
(Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Texas that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.
Jacqueline Kirk
Notary Public in and for said State

(SEAL)

Commission expires: May 16, 2015

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 23295

KNOW ALL MEN BY THESE PRESENTS:

No. 31-9-16587

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

—Pamela Prokop, Larry H. Senkel, Judy M. Dold, Jacqueline Kirk, Theresa Gildart, of Houston, Texas—

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents



this 7th day of November, 2011

Anthony Romano, Vice President

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.

On this 7th day of November, 2011 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JULIANA HALLENBECK
Notary Public - State of New York
No. 014412871
Qualified in Erie County
My Commission Expires April 18, 2013

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach therein the corporate seal of the Company, in the transaction of its surety business.

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



this 19th day of January, 2012

Denis Butkovic, Secretary

65166 (4/96)

EXHIBIT "B"

Co 4/5/6

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	District Wide Video Surveillance System	Bid No. 1183	P.O. # P0021741
		D.S.A. No.	N/A
Contractor:	IES Commercial Inc.	Change Order No.	4
Architect:	Westberg-White, Inc.	Date:	May 28, 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		\$2,905,424.11
Previous Change Orders	\$290,055.00	
This Change Order	-\$15,553.00	
Total Change Orders		\$274,502.00
Revised Contract Amount		\$3,179,926.11
Previous Time Extensions	30 calendar days	
Time Extension - This Change Order	0 days	
Total Time Extensions		
Original Completion Date		March 28, 2013
Revised Contract Completion Date		April 28, 2013
RSCCD Board Approval Date		July 22, 2013

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

CHANGE ORDER

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

Project: Dsitric Wide Video Surveillance System

Bid No. 1183

P.O. # P0021741

D.S.A. No. N/A

Contractor: IES Commercial Inc.

Change Order No. 4

Architect: Westberg-White, Inc.

Date: May 28, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Deductive change order to credit back to the District the labor and material for server/storage unit. This unit will be purchased directly by the District.</p> <p>REASON: The District will purchase and install/configure the server storage unit.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 days</p>	\$15,553.00	\$0.00
Sub-Total		\$15,553.00	\$0.00
Total			-\$15,553.00

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	District Wide Video Surveillance System	Bid No. 1183	P.O. # P0021741
		D.S.A. No.	N/A
Contractor:	IES Commercial Inc.	Change Order No.	5
Architect:	Westberg-White, Inc.	Date:	May 31, 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		\$2,905,424.11
Previous Change Orders	\$274,502.00	
This Change Order	-\$52,500.00	
Total Change Orders		\$222,002.00
Revised Contract Amount		\$3,127,426.11
Previous Time Extensions	30 calendar days	
Time Extension - This Change Order	0 days	
Total Time Extensions		
Original Completion Date		March 28, 2013
Revised Contract Completion Date		April 28, 2013
RSCCD Board Approval Date		July 22, 2013

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager 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: District Wide Video Surveillance System

Bid No. 1183

P.O. # P0021741

D.S.A. No. N/A

Contractor: IES Commercial Inc.

Change Order No. 5

Architect: Westberg-White, Inc.

Date: May 31, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Agreed upon deductive change order to compensate the District on releasing IES for the warranty coverage.</p> <p><u>REASON:</u> The District will not continue with IES warranty and will use deductive change order to cover warranty costs.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 days</p>	\$52,500.00	\$0.00
Sub-Total		\$52,500.00	\$0.00
Total			-\$52,500.00

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	District Wide Video Surveillance System	Bid No. 1183	P.O. # P0021741
		D.S.A. No.	N/A
Contractor:	IES Commercial Inc.	Change Order No.	6
Architect:	Westberg-White, Inc.	Date:	May 31, 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		\$2,905,424.11
Previous Change Orders	\$222,002.00	
This Change Order	-\$19,279.00	
Total Change Orders		\$202,723.00
Revised Contract Amount		\$3,108,147.11
Previous Time Extensions	30 calendar days	
Time Extension - This Change Order	0 days	
Total Time Extensions		
Original Completion Date		March 28, 2013
Revised Contract Completion Date		April 28, 2013
RSCCD Board Approval Date		July 22, 2013

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

CHANGE ORDER

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

Project: District Wide Video Surveillance System

Bid No. 1183

P.O. # P0021741

D.S.A. No. N/A

Contractor: IES Commercial Inc.

Change Order No. 6

Architect: Westberg-White, Inc.

Date: May 31, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Deductive change order for unused allowance items.</p> <p><u>REASON:</u> Deductive change orders for unused allowance items.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 days</p>	\$19,279.00	\$0.00
<u>Sub-Total</u>		\$19,279.00	\$0.00
<u>Total</u>			-\$19,279.00

EXHIBIT "C"

	Contract Amount	Amount Billed	Amount Retention	Amount Paid
	\$2,805,424.11	\$2,805,424.11	\$280,542.41	\$2,524,881.70
Allowance	\$100,000.00	\$78,862.63	\$7,886.26	\$70,976.37
Additive Change Order #1	\$97,995.00	\$97,995.00	\$9,799.50	\$88,195.50
Additive Change Order # 2	\$117,060.00	\$117,060.00	\$11,706.00	\$105,354.00
Additive Change Order # 3	\$75,000.00	\$37,500.00	\$3,750.00	\$33,750.00
Contract Total as of May 30, 2013	\$3,195,479.11	\$3,136,841.74	\$313,684.17	\$2,823,157.57
Deductive (Humanities Server/Storage) # 4		-\$15,553.00		
Deductive Change Order (IES Agreement to Release) # 5		-\$52,500.00		
Deductive Change Order for Unused Allowance # 6		-\$19,279.37		
Total Change Order		-\$87,332.37		
Revised Contract Total		\$3,108,146.74		
Amount Paid As of May 30, 2013		<u>\$2,823,157.57</u>		
Final and Full Payment		\$284,989.17		

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Ratification of Agreement with Ellucian for the Annual Maintenance of the Mobile Software	
Action:	Request for Ratification	

BACKGROUND

Ellucian, formerly known as Datatel, introduced new mobile product to serve the needs of the college constituents. With the introduction of Ellucian's mobile product, Ellucian offered a grant program saving the district the cost of the product. By agreeing to participate in the grant program by June 28, 2013, the district would not incur the cost of the module, a savings of \$40,000.

ANALYSIS

This product provides standard Mobile benefits such as Maps, Important Numbers, Events, and Directory services, but it will also allow students to manage their course schedule, check grades, and receive customized notifications. In addition, Ellucian plans to release the registration services via the mobile product fourth quarter of 2013.

While the initial purchase of this product is at no cost to the district, there is an annual maintenance fee of \$16,000.

This project is funded by the ITS operations budget.

RECOMMENDATION

It is recommended that the Board ratify the Agreement with Ellucian for the annual maintenance of the mobile software at cost of \$16,000 as presented.

Fiscal Impact:	\$16,000	Board Date: July 22, 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	

ELLUCIAN MOBILE

SOFTWARE LICENSE AND SUPPORT AGREEMENT


Ellucian Inc. (formerly named Datatel, Inc. and referred to herein as "Ellucian") and the entity specified below as the "Client" are entering into this Software License and Support Agreement (the "Mobile Agreement"), which incorporates by reference the terms and conditions of the latest software license agreement that the Client entered into with Ellucian (the "Incorporated Terms"). If any of the Incorporated Terms conflict with any other provisions of this Mobile Agreement, such other provisions of this Mobile Agreement will be controlling.

Client Name: Rancho Santiago Community College District

Client Address: Santa Ana, CA 92706-1640

Ellucian Mobile Software – License Grant. Ellucian grants the Client a perpetual (unless otherwise indicated below), *non-exclusive, non-transferable license to use the software selected below (the "Ellucian Mobile Software")* on the terms and conditions of this Mobile Agreement. The Client has the right to use the Ellucian Mobile Software on a configuration(s) for which Ellucian supports the Ellucian Mobile Software. To use the Ellucian Mobile Software, the Client must also obtain, install and maintain Ellucian-supported versions of appropriate software products and software/hardware peripherals. The Client should consult with its Ellucian Professional Services representative to obtain a written listing of such software products and software/hardware peripherals.

The Client has indicated its selection by initialing one of the spaces provided below:

 (Client Initials)	<p><u>Ellucian Mobile Software – Application Edition</u> ^{1,2,3}</p> <p>¹ The Ellucian Mobile Software – Application Edition includes a client-side application, a mobile integration server application and access to Ellucian’s cloud configuration system. Client’s access to Ellucian’s cloud configuration system is provided only as long as the Client remains a current and compliant subscriber to enhancement and support services for the Ellucian Mobile Software as further described below in this Mobile Agreement.</p> <p>² The Ellucian Mobile Software – Application Edition does not include source code.</p> <p>³ Client has the option to upgrade to the Ellucian Mobile Software – Platform Edition at additional enhancement and support services fees, based on Ellucian’s then-current pricing and policies in effect at the time of the upgrade.</p>
_____ (Client Initials)	<p><u>Ellucian Mobile Software – Platform Edition</u> ^{1,2}</p> <p>¹ The Ellucian Mobile Software – Platform Edition includes a client-side application, a mobile integration server application and access to Ellucian’s cloud configuration system. Client’s access to Ellucian’s cloud configuration system is provided only as long as the Client remains a current and compliant subscriber to enhancement and support services for the Ellucian Mobile Software as further described below in this Mobile Agreement.</p> <p>² The Ellucian Mobile Software – Platform Edition includes source code for the client-side application and the mobile integration server application.</p>

Ellucian Mobile Software – Enhancement and Support Services. During the period commencing on Ellucian’s delivery of the Ellucian Mobile Software to the Client and ending on June 30, 2013, Ellucian will provide the Client with enhancement and support services for the Ellucian Mobile Software at no additional fee. Enhancement and support services will renew on July 1, 2013 for the one-year period ending on June 30, 2014 (the "Initial ESS Term"), at the fee set forth below (i.e., the fee set forth below which is associated with the Ellucian Mobile Software version selected by the Client in the Ellucian Mobile Software – License Grant section above), with such

Rancho Santiago Community College
 District
 Rep:J/Administrator:PS

invoice being due and payable to Ellucian on July 1, 2013. For the avoidance of doubt, the enhancement and support services provided for the Ellucian Mobile Software are only those outlined in this Mobile Agreement.

Ellucian Mobile Software	Enhancement and Support Services Fee (Initial ESS Term)
Ellucian Mobile Software – Application Edition	\$16,000
Ellucian Mobile Software – Platform Edition	\$24,000

Following the Initial ESS Term, for as long as Ellucian is then making enhancements and support services for the Ellucian Mobile Software generally available, enhancement and support services will renew on an annual basis at Ellucian's then-current fees for such enhancement and support services, as follows: On or prior to each February 1, Ellucian will provide the Client with a quotation identifying the enhancement and support services fee for the upcoming July 1-June 30 period. Unless the Client notifies Ellucian in writing, prior to May 1 of the then-current year, of its intent not to renew enhancement and support services, the enhancement and support services will renew for the upcoming July 1-June 30 period, and Ellucian will invoice the Client for the enhancement and support services at the annual fee specified in the quotation, with such invoice being due and payable to Ellucian within thirty (30) days following Client's receipt of the invoice. If the Client provides written notification to Ellucian of its intent not to renew enhancement and support services in accordance with the above, the enhancement and support services will expire on June 30 of the then-current year, and Ellucian will have no further obligations to provide enhancement and support services.

Assistance developing and implementing new Ellucian Mobile Software extensions and applications created by the Client is not included in the enhancement and support services provided for the Ellucian Mobile Software but can be contracted separately with Ellucian Professional Services.

No Warranty. The Ellucian Mobile Software is provided to the Client at no additional license fee for use. THE ELLUCIAN MOBILE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITH ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BEING DISCLAIMED, AND ELLUCIAN ASSUMES NO LIABILITY IN CONNECTION WITH THE ELLUCIAN MOBILE SOFTWARE.

Open Source Licenses. The Ellucian Mobile Software contains third party software licensed pursuant to various open source agreements, including the open source software identified in the documentation made available in conjunction with Ellucian's delivery of the Ellucian Mobile Software. The third party open source software is licensed under the terms of one or more of the following open source licenses that accompanies such open source software: Apache License 2.0, GNU Lesser General Public License 2.1, MIT License, iCal4j License, or similar royalty free/open source license. Nothing in this Mobile Agreement limits the Client's rights under or grants the Client rights that supersede the terms and conditions of any applicable end user license for such open source software.

Delivery. Ellucian will deliver the Ellucian Mobile Software to the Client (at the Client's Address indicated on the first page of this Mobile Agreement) promptly following general commercial release of the Ellucian Mobile Software.

Export Compliance. Client will comply with all applicable laws, administrative regulations and executive orders (including those of the United States as well as any other jurisdiction where the Ellucian Mobile Software will be installed or from where the Ellucian Mobile Software will be accessed under this Mobile Agreement) relating to the control of imports and exports of commodities and technical data, or use or remote use of software and related property, including the Export Administration Regulations of the United States Commerce Department. Specifically, Client is prohibited from directly or indirectly exporting (or re-exporting) or providing access to the Ellucian Mobile Software: (i) to Cuba, North Korea, Iran, Sudan, Syria or any other country to which the United States has embargoed goods (including, for these purposes, any national or resident of any such country); or (ii) to anyone on the United States Treasury Department's List of Specially Designated Nationals, List of Specially


Designated Terrorists or List of Specialty Designated Narcotics Traffickers, or the United States Commerce Department's Denied Persons List.

Client Contributions. The Client has no obligation to do so, but at the Client's sole discretion the Client may elect to share with Ellucian any modifications, improvements and/or enhancements to the Ellucian Mobile Software or other Ellucian software licensed to the Client under the Incorporated Terms through any online forum Ellucian chooses to make available. In the event that the Client elects to do so, the Client represents and warrants that any individual who the Client has authorized to share with Ellucian any modifications, improvements and/or enhancements has the authority to act on the Client's behalf and bind the Client to additional terms and conditions regarding the sharing of any such modifications, improvements and/or enhancements.

Entire Agreement. As of the latest date shown in the signature lines below (the "Execution Date"), this Mobile Agreement constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Mobile Agreement are non-cancelable, and the amounts paid under this Mobile Agreement are nonrefundable, except as provided in this Mobile Agreement. By the execution of this Mobile Agreement, each party represents and warrants that it is bound by the signature of its respective signatory. Further, in executing this Mobile Agreement, the Client has not relied on the availability of either any future version of any software, or any future software product.

ELLUCIAN'S OFFER SET FORTH IN THIS ORDER FORM (INCLUDING ALL TERMS, CONDITIONS AND PRICING) IS NULL AND VOID UNLESS THE CLIENT RETURNS AN UNALTERED, EXECUTED VERSION OF THIS ORDER FORM TO ELLUCIAN ON OR BEFORE JUNE 15, 2013.

Ellucian
BY: _____
PRINT NAME: _____
PRINT TITLE: _____
DATE SIGNED: _____

Rancho Santiago Community College District
BY: 
PRINT NAME: Peter Hardash
PRINT TITLE: Vice Chancellor Business and Fiscal Operations
DATE SIGNED: 6-19-13

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

To: Board of Trustees	Date: July 22, 2013
Re: Approval of Bid #1212 – EMC Avamar Hardware and Software Maintenance	
Action: Request for Approval	

BACKGROUND

In order for the District to continue maintaining the highest level of reliability, efficiency, service and up-time from the District-wide Avamar data storage equipment manufactured by EMC Corporation (EMC), the District requires a Hardware and Software Maintenance Contract. This hardware and software is on-site and is used to back-up Datatel, E-mail and is utilized in disaster recovery. Acquisition of this maintenance contract will provide the District with proprietary software updates and support otherwise unavailable. The District will also have guaranteed response from EMC within four (4) hours, twenty-four (24) hours a day, seven (7) days a week.

Due to the bid limit, this maintenance agreement required the District to go through the public bidding process and obtain Board approval.

ANALYSIS

The bid was advertised and emailed to fourteen (14) bidders in compliance with public contract code and District policy. The bid includes pricing for two service level options. Option 1 is for the enhanced level support for both hardware and software which provides next business day response to equipment failures and software support needs. Option 2 includes enhanced level support for hardware and premium level support for software. The premium level support for software is designed for mission critical systems and applications. It includes 24x7, 4-hour onsite response time and installation of software updates. Three (3) bids were received.

Bidder	Option 1	Option 2
Thomas Galloway Corporation dba Technogent	\$ 79,369.64	\$ 86,304.99
Nexus IS	\$ 82,835.25	\$ 90,238.84
System Technology Associates, Inc.	\$ 85,873.41	\$ 93,548.70

After a thorough analysis by the ITS Department, it was determined that it is in the best interest of the District to select option 2 as submitted by Thomas Galloway Corporation dba Technogent, as the lowest responsive and responsible bidder. The contract is for one (1) year with the option to renew annually for an additional four (4) years. The decision of renewals will be based on level of performance and annual price adjustments.

RECOMMENDATION

It is recommended that the Board of Trustees accept the bid and approve the award of Bid #1212 – EMC Avamar Hardware and Software Maintenance to Thomas Galloway Corporation dba Technologent and any future renewals as presented.

Fiscal Impact:	\$ 86,304.99 (First Year)	Board Date: July 22, 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	

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Kern High School District Bid #2423 for Rental of Relocatable Modular Classrooms	
Action:	Request for Approval	

BACKGROUND

With the approval of Measure Q by the electorate of the Santa Ana College Facilities Improvement, Santa Ana College will be undergoing major repair and construction. Temporary housing or “swing space” will be necessary as spaces are renovated, repaired, or constructed. This can be met by acquiring temporary portable buildings to be used for the duration of construction.

When planning on the space needed, the methods of renting and purchasing of portables were considered. It was concluded that if portables are needed for less than 18 months, it was more economical to rent and purchase when the need is beyond 18 months. The swing space for Santa Ana College will be using both methods, renting and purchasing since the required space changes depending on the need. Staff at Santa Ana College, consultant (Facilities Planning & Program Services), and architect (Westberg & White) have researched specific portable building manufacturers in terms of overall quality, professional reputation and prices. Based on the specific needs at Santa Ana College and for future projects, utilizing a previously awarded bid would allow our District to rent portable buildings on an as needed basis under a “piggyback” arrangement, pursuant to Section 20652 of the Public Contract Code.

ANALYSIS

The Board of Trustees of Kern High School District (KHSD) approved and awarded Bid #2423 to McGrath RentCorp, dba Mobile Modular Management, for the rental and/or purchase of relocatable modular classrooms on March 16, 2011. The contract period was for one year beginning March 16, 2011 with an option to renew annually up to four consecutive years ending March 16, 2016. On February 25, 2013 the KHSD Board of Trustees approved year 3 extension for rental only, the purchase option was not extended. In order to utilize KHSD Bid #2423 piggyback contract for rental of relocatable modular classrooms, our Board of Trustees must take action to approve the use of this bid.

Board approval would allow our District to rent identical relocatable modular classrooms and related options under the same terms and conditions. This process voids the time delays and costs associated with developing a bid for our projects at Santa Ana College and for future projects districtwide. The KHSD Bid #2423 meets all legal requirements including allowing school and community college districts to piggyback. Also, this bid was reviewed and approved by Claire Morey, Legal Counsel at the Orange County Department of Education.

Attached is the rental agreement of twelve (12) relocatable modular classrooms at a monthly cost of \$293.00 per building totaling \$42,192.00 for year 1-4 and \$38,676.00 for year 5 for Santa Ana College and excerpts related to KHSD's bid; the remaining pages are available for review in the Purchasing Department.

As part of the KHSD's rental agreement, the rental term of the relocatable modular classrooms is not to exceed a total of fifty-nine (59) months.

RECOMMENDATION

It is recommended that the Board of Trustees approve RSCCD's use of Kern High School District Bid #2423 for the rental of relocatable modular classrooms including extensions and for future projects districtwide as presented.

Fiscal Impact:	\$ 293.00/month per 12 buildings \$42,192.00/ year 1-4 \$38,676.00/year 5 \$47,388.00/Delivery & Installation \$34,284.00/Knockdown & Return	Board Date: July 22, 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	

Relocatable Modular Classroom Rental Agreement

This Rental Agreement is entered into between MCGARTH RENTCORP DBA MOBILE MODULAR MANAGEMENT CORP., a California Corporation, hereinafter called "Landlord" and the Rancho Santiago Community College District, a political subdivision of the State of California, hereinafter called "District." It is effective as of the date of _____, 2013.

All equipment, material and/or supplies to be furnished, and all work to be performed, shall be in conformity with any plans, drawings, specifications, bonds, insurance policies, conditions, and modifications of any of those which, by reference to Kern High School District Bid No. 2423 – Rental of Relocatable Modular Classrooms, are made a part of this Rental Agreement.

TITLE

Landlord warrants and represents it either currently owns the Leased Premises and that no other person or entity possesses any right, title or interest therein, or that it has the right of exclusive possession of the land for at least the initial term of this Rental Agreement plus one renewal. During the Term of this Rental Agreement, Landlord shall continue to hold exclusive title to the Rented Equipment.

EQUIPMENT DESCRIPTION

Landlord rents to District and District rents from Landlord, on the terms and conditions in this Agreement, one or more relocatable classroom buildings for **Santa Ana College, 1530 W 17th Street, Santa Ana, California, 92706** identified by serial or other identification numbers as attached in Exhibit A, and hereinafter referred to as the "Rented Equipment." If necessary, additional legal description(s) may be added hereto as an Exhibit and any such Exhibit is incorporated herein as though set forth verbatim.

TERM

This Agreement shall create a month-to-month tenancy, automatically renewed unless terminated as set forth herein, with a maximum duration not to exceed a total of fifty-nine (59) months, commencing on the effective date written above.

PERMISSIBLE USE

The parties acknowledge District's intent is to use the Rented Equipment as an educational facility that will provide benefits and services to pupils and/or staff of District, among others, including the placement of equipment and/or improvements therein suitable in the sole discretion of District for such usage.

CONSIDERATION

For and in consideration of the provisions of this Agreement, District agrees to pay, and Landlord agrees to accept, the sum of **TWO HUNDRED NINETY THREE DOLLARS (\$293.00) EACH**, as the monthly rental amount, due and payable on the first day of each month. No security deposit is required.

RENT ABATEMENT

The rental payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by District of the Rented Equipment or any facilities added thereto by District, or any portion thereof, but only if such damage or destruction is the result

of a defect in the Rented Equipment. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair and reconstruction. In the event of any such damage or destruction, District may elect to terminate this Rental Agreement, or to continue this Rental Agreement in full force and effect. Notwithstanding the foregoing, there shall be no abatement of rent payments under this part to the extent that the proceeds of rental interruption insurance are available to pay rent payments which would otherwise be abated. Landlord shall, upon occurrence of any damage or destruction, restore the premises to substantially the same conditions as before said damage or destruction or terminate the Rental Agreement.

TERMINATION FOR NON-FUNDING

The rent payments shall be payable from any source of available funds of District. District covenants to take such action as may be necessary to include all rent payments in each of its annual budgets during the Term of this Rental Agreement and to make the necessary annual appropriations for all such rent payments. Notwithstanding any provisions to the contrary, if, for any fiscal year of this agreement, District fails to appropriate or allocate funds for future periodic payments under the agreement, District will not be obligated to pay the balance remaining unpaid beyond the period for which funds have been appropriated or allocated and either party may terminate the agreement.

ASSIGNMENT AND SUBLEASING

This Rental Agreement may not be assigned by District except with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

ALTERATIONS

District shall obtain the consent of Landlord, which consent shall not be unreasonably withheld, prior to performing any alterations, modifications, improvements or additions to the premises, except non-structural work which does not exceed Ten Thousand Dollars (\$10,000.00) in value. As additional consideration, at Landlord's request, District shall be required to remove such work and reasonably restore the premises to its original condition at the conclusion of the term of this Rental Agreement. If removal is not required, such work shall become the property of Landlord at the conclusion of this Rental Agreement.

PROPERTY TAXES

Landlord retains the obligation to pay all real and/or personal property taxes applicable to the Rented Equipment, and District shall pay any applicable real and/or personal property taxes applicable to equipment owned by District.

FIXTURES: SIGNS

District may install and affix to the premises such signs as it deems appropriate, identifying its occupancy and use. Said signs shall not conflict with federal, state or local ordinances concerning signs, materials or condemnation thereof, but shall not otherwise require approval of Landlord.

REPAIRS AND UPKEEP

District shall, at its sole cost and expense, keep in good order, condition and repair the Rented Equipment and every part thereof including, without limitation, all District's personal property, fixtures signs, windows, doors, interior walls, interior ceilings, and lighting facilities. Landlord shall keep in good condition and repair everything else including, without limitation, the foundations, exterior walls, exterior roof, grounds, unexposed electrical systems and all other exterior systems.

COMPLIANCE WITH LAW

The Rented Equipment shall not be used or permitted by District to be used in violation of any law or ordinance.

EVENTS OF DEFAULT

Any one or more of the following events shall constitute an Event of Default hereunder:

(a) Failure by District to pay any rent payment or other payment required to be paid hereunder at the time specified herein, and the continuation of such failure over a period of thirty (30) calendar days following written notice thereof from Landlord.

(b) Failure by either party to observe and perform any covenant, condition, or agreement on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after receipt of written notice specifying such failure and requesting remedy; provided, however, if the stated failure can be corrected, but not within such 30-day period, the failure is not an Event of Default if corrective action is instituted by the party within such 30-day period and pursued with reasonable diligence until corrected.

(c) The determination by a court of competent jurisdiction that this Rental Agreement, or the obligation of District hereunder to make rent payments in accordance with the provisions of this Rental Agreement, shall be void, voidable, illegal, or unenforceable.

REMEDY UPON DEFAULT

Whenever any Event of Default shall have happened and be continuing without remedy, a party not in default may elect to terminate this Rental Agreement or may seek to have the default remedied by following the dispute resolution procedures of this Rental Agreement. Such termination shall be effected only by written notice to the other party, and termination shall not be implied either by operation of law or acts of the parties hereto. There shall be no right under any circumstances to accelerate the rent payments or otherwise declare any rent payments not then in default to be immediately due and payable.

In the event either party elects to terminate this Rental Agreement, District shall be liable for rent payments and the performance of other conditions up to the date of termination, only, and the defaulting party shall reimburse the other for any reasonable costs incurred by the other arising out of the default.

TERMINATION

Notwithstanding any provision to the contrary, District may unilaterally terminate this Rental Agreement, in its absolute discretion, by giving Landlord thirty (30) days' written notice.

REMEDIES ARE EXCLUSIVE

The remedies herein stated are intended to be exclusive, and every other remedy shall be deemed waived to the fullest extent permitted by law.

INDEMNITY AND INSURANCE

Each party shall indemnify and hold the other party harmless from any acts, errors or omissions by its officers, officials, employees or volunteers arising out of said party's use of either the Rented Equipment or adjacent facilities. District agrees to maintain sufficient insurance to protect its equipment, facilities and operations on the Rented Equipment, including Liability Insurance, Fire and other casualty insurance. Each party shall name the other, and its officers, agents, employees and volunteers as additional insureds, as appropriate.

DISCLAIMER OF WARRANTIES

Except as provided herein, the Landlord makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the District of the Rented Equipment or any part thereof, or any other representation or warranty with respect to the Rented Equipment or any part thereof.

OTHER PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Rental Agreement shall be deemed to be inserted and this Rental Agreement shall be read and enforced as though it were included.

ENTIRE AGREEMENT

This Rental Agreement contains the entire agreement of the parties with respect to the matters covered by this Rental Agreement, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Rental Agreement shall be binding and valid.

PARTIAL VALIDITY

If any term, covenant, condition or provision of this Rental Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

RELATIONSHIP OF PARTIES

Nothing contained in this Rental Agreement shall be deemed or construed by the parties or any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and District, and neither the method of computation of rent nor any other provisions contained in this Rental Agreement, nor any acts of the parties shall be deemed to create any relationships between Landlord and District, other than the relationship of Landlord and District.

VENUE AND APPLICABLE LAW

This Rental Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any judicial proceeding shall be in the appropriate court in the County of Kern.

CAPTIONS

The captions or headings in this Rental Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Section of this Rental Agreement.

MODIFICATION

This Rental Agreement is not subject to modification except in writing signed by both parties.

DELIVERY OF RENT AND NOTICES

All rents or other sums, notices, demands or requests from one party to another may be personally delivered or sent by mail, postage prepaid, to the addresses stated in this section, and shall be deemed to have been given at the time of personal delivery or at the end of the second full day following the date of mailing.

All rent and other sums payable by District to Landlord shall be in lawful money of the United States of America or by check payable to Landlord, delivered in person or mailed to Landlord at:

Brigit McPherson, Director, Southern California
McGarth RentCorp DBA Mobile Modular Management Corp.
11450 Mission Blvd.
Mira Loma, CA 91752

Or

Ira Peppers, Business Development Manager
Mobile Modular Management Corp.
11450 Mission Blvd.
Mira Loma, CA 91752
(909) 600-9913 cell
(951) 360-6600
(951) 360-6622 FAX

All notices, demands or requests from Landlord to District shall be given to District at:

Tracey Crabbe-Conner
Director of Purchasing
Rancho Santiago CCD
2323 N. Broadway
Santa Ana, CA 92706

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section.

LANDLORD
MOBILE MODULAR MANAGEMENT CORP.

DISTRICT
Rancho Santiago Community College District

By: _____
Authorized Agent

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

Print Title: _____

Date: _____

Date: _____

Rancho Santiago Community College District

Exhibit A

To

Relocatable Modular Classroom Rental Agreement

Rented Equipment Description and Prices

DESCRIPTION

Rental of (12) standard single story
DSA classrooms (40'x24' with 11' ramp)

PRICES

\$293/month

\$293/month X 12months = \$3,516

\$3,516 x 12 classrooms = \$42,192

SERIAL NO.

5943-MT/5944

5957/5958

5959/5960-MT

5961-MT/5962-MT

5977/5978

1571/1572

1585/1586

2BD2179/2BD2180

2BD2181/2BD2182

2BD2261/2BD2262

2AG11691/2AG11692

2AG11797/2AG11798



KERN HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES

J. Bryan Batey, President

Chad Vegas, Vice President

Mike Williams, Clerk

Martha Miller, Clerk Pro Tem

William R. Perry, Ed.D., Member

DONALD E. CARTER, Ed.D., SUPERINTENDENT

5801 SUNDALE AVENUE • BAKERSFIELD • CALIFORNIA • 93308-2924 • (661) 827-3100 • FAX: (661) 827-3308

Scott Cole
Assistant Superintendent, Business

February 26, 2013

Mr. Phillip Hawkins, Vice President, Division Manager
McGarth RentCorp dba Mobile Modular Management Corp.
11450 Mission Blvd.
Mira Loma, CA 91752

RE: Extension of Bid No. 2423 – District-Wide Rental and/or Purchase of Relocatable Modular Classrooms (Rental) – Year 3 Extension Approval

Dear Mr. Hawkins:

This letter is to inform you that the Kern High School District Board of Trustees extended the above-named contract at their February 25, 2013 board meeting. This will extend our rental prices from March 16, 2013 through March 15, 2014 at the prices you previously provided (attached).

All previously agreed upon terms and conditions of the above-named bid shall continue for this specified period. All purchases made under this contract shall be initiated by a purchase order from the Business Services Department. **Separate invoices are needed for each purchase and should include quantity, unit price and purchase order number.**

Should you have any questions, please contact my office at (661) 827-3122.

Sincerely,


Richard J. Ruiz
Director, Business Services

RJR:ljg

Attachment – Year 3 Extension Pricing

cc: Jack "Woody" Colvard, Director, Facilities Planning – w/ attachment
Brigit McPherson, Mobile Modular, 11450 Mission Blvd., Mira Loma, CA 91752 – w/ attachment

**KERN HIGH SCHOOL DISTRICT
 BID NO. 2423 - DISTRICT-WIDE RENTAL OF RELOCATABLE MODULAR CLASSROOMS
 YEAR 3 EXTENSION PRICING**

**RENTAL OF ONE OR MORE STANDARD SINGLE STORY DSA CLASSROOM
 40' X 24' W/ 11' RAMP**

VENDOR		McGrath RentCorp dba Mobile Modular Management Corp. Board Award: March 16, 2011	McGrath RentCorp dba Mobile Modular Management Corp. Year 2 Extension Pricing Board Approved: March 5, 2012	McGrath RentCorp dba Mobile Modular Management Corp. Year 3 Approved Extension Pricing Board Approved: February 25, 2013
LINE NO.	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	MONTHLY RENTAL PRICE	\$ 278.00	\$ 285.00	\$ 293.00
2	RENTAL SALES TAX ²	\$ -	\$ -	\$ -
3	TOTAL MONTHLY RENTAL PRICE	\$ 278.00	\$ 285.00	\$ 293.00
4	MAXIMUM RENTAL TERM	59 MONTHS	59 MONTHS	59 MONTHS
5	MAXIMUM RENTAL PRICE (LINE 3 X LINE 4)	\$ 16,402.00	\$ 16,815.00	\$ 17,287.00
6	INSTALLATION SET UP PRICE ³	\$ 2,415.00	\$ 2,475.00	\$ 2,549.00
7	DELIVERY FREIGHT PRICE	\$ 1,909.00	\$ 1,957.00	\$ 2,015.00
8	KNOCKDOWN PRICE ³	\$ 1,380.00	\$ 1,415.00	\$ 1,457.00
9	RETURN FREIGHT PRICE	\$ 1,909.00	\$ 1,957.00	\$ 2,015.00
10	DSA FOUNDATION MATERIALS ³ (WOOD) (Including Labor)	\$ -	\$ -	\$ -
11	SUBTOTAL (SUM OF LINES 6 THRU 10)	\$ 7,613.00	\$ 7,804.00	\$ 8,036.00
12	TOTAL BID PRICE (LINE 5 PLUS LINE 11)	\$ 24,015.00	\$ 24,619.00	\$ 25,323.00
13	PURCHASE PRICE OPTION OF ANY RENTED PORTABLE (Enter fixed dollar amount or percentage of Item No. 1 from the Bid Form for Purchase of Portable Classrooms.)	YR 1 \$ None Listed YR 2 \$ None Listed YR 3 \$ None Listed YR 4 \$ None Listed YR 5 \$ None Listed	YR 1 \$ None Listed YR 2 \$ None Listed YR 3 \$ None Listed YR 4 \$ None Listed YR 5 \$ None Listed	YR 1 \$ None Listed YR 2 \$ None Listed YR 3 \$ None Listed YR 4 \$ None Listed YR 5 \$ None Listed
1 The Contract for Rental of Portable Classrooms will be awarded to the lowest responsive and responsible bidder on the total bid price (Line 12) for the 24' x 40' Classroom highlighted above without consideration of the prices on the other classroom sizes listed above. The District reserves the right to				
2 Sales Tax Not Applicable on Rental Price of Portable Classrooms. (It is the bidder's responsibility to comply with State of California Board of Equalization Regulation 1660).				
3 All on-site labor is subject to prevailing wage.				

5.32 (10)

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Los Alamitos Unified School District Bid #2010-001 Purchase of Temporary Portable Buildings	
Action:	Request for Approval	

BACKGROUND

With the approval of Measure Q by the electorate of the Santa Ana College Facilities Improvement, Santa Ana College will be undergoing major repair and construction. Temporary housing or “swing space” will be necessary as spaces are renovated, repaired, or constructed. This can be met by acquiring portable buildings to be used for the duration of construction.

When planning on the space needed, the methods of renting and purchasing of portables were considered. It was concluded that if portables are needed for less than 18 months, it was more economical to rent and purchase portables when the need is beyond 18 months. The swing space for Santa Ana College will be using both methods, renting and purchasing portables since the required spaces change depending on the need. Staff at Santa Ana College, consultant (Facilities Planning & Program Services), and architect (Westberg & White) have researched specific portable building manufacturers in terms of overall quality, professional reputation and prices. Based on the specific needs at Santa Ana College and for future projects districtwide, utilizing a previously awarded bid would allow our District to purchase portable buildings on an as needed basis under a “piggyback” arrangement, pursuant to Section 20652 of the Public Contract Code.

ANALYSIS

The Board of Trustees of Los Alamitos Unified School District approved and awarded Bid #2010-001 to Silver Creek, for the purchase of portable buildings on November 16, 2010. The contract period was for one year beginning November 17, 2010 with an option to renew annually up to four consecutive years ending November 16, 2015. In order to purchase portable buildings from the Los Alamitos Bid #2010-001, our Board of Trustees must take action to approve the use of this bid.

Board approval would allow our District to purchase identical portable buildings and related options under the same terms and conditions. This process voids the time delays and costs associated with developing a bid for our projects at Santa College and for future projects districtwide. The Los Alamitos Unified School District Bid #2010-001 meets all legal requirements including allowing school and community college districts to piggyback. Also, this bid was reviewed and approved by Claire Morey, Legal Counsel at the Orange County Department of Education.

Attached is the initial purchase proposal of sixteen (16) portable buildings and one (1) extended ramp and excerpts related to Los Alamitos Unified School District's bid; the remaining pages are available for review in the Purchasing Department.

RECOMMENDATION

It is recommended that the Board of Trustees approve RSCCD's use of the Los Alamitos Unified School District Bid #2010-001 for the purchase of temporary portable buildings including extensions and for future projects districtwide as presented.

Fiscal Impact:	\$2,179,863.29 (initial purchase) \$34,229.70/Delivery \$78,727.00/Installation	Board Date: July 22, 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	



Silver Creek Industries, Inc.
2910 Barrett Avenue
Perris, CA 92571
(951) 943-5393 (phone)
(951) 943-2211 (fax)
Lic. # 855259 – General Contractor

June 26, 2013

Rancho Santiago Community College District
8045 E Chapman Ave
Orange California 92869
Tracey Conner-Crabbe
Director of Purchasing

Project: Santa Ana College

Mrs. Conner-Crabbe,

Thank you for the opportunity to quote phase-one of the Dunlap site consisting of the "A" & "B" complexes. The proposal includes the purchase of (2) two 24x40 men/women restrooms A1 & B1, (2) two 36x40's english lab A2 & geography lab A7, (1) one 36x40 language lab A3, (1) one 72x40 reading lab A4, (1) one 48x40 psychology lab A5, (1) one 48x40 office A6, (1) one 48x40 open classroom A8, (1) one 24x40 office B2, (1) one 48x40 anthropology lab B3, (1) one 48x40 open classroom B4 (1) one 48x40 division office B5, (1) one 72x40 double classroom B6, (1) 60x40 office B7 and (1) 60x40 office B8. Silver Creek Industries has been awarded a piggyback contract with the Los Alamitos Unified School District, which allows us to utilize its piggyback provision to contract with other school districts. All terms and conditions including pricing shall be in accordance with the Los Alamitos Unified School District contract #2010-0001.

Proposed Construction Schedule:

DSA approval, Manufacturing, Installation and Completion will be negotiated upon notice of award.

***Important Note:** The actual dates may vary based upon the District's Architect receipt of DSA approval for the building(s) and the project site. In addition, the availability of the project site to begin construction may vary the proposed schedule. Delays in the schedule may also impact the project cost.*

Payment schedule:

Monthly progress billings and payment based on approved schedule of values.

Proposal Pricing:

24' x 40' M/W Restroom Buildings A1 & B1

Base building price (12x40)	1I	\$74,045.00	2	\$148,090.00
26ga roof over 3/4" plywood	26I	\$1,315.00	2	\$2,630.00
Sheet vinyl flooring	Included			Included
6" metal closeoff between buildings	AA-333		1	\$1,024.44
Sales Tax	Included			
Single building total				\$151,744.44
Total for (2) two 24x40 M/W restrooms			2	\$303,488.88

Proposal Pricing:

36' x 40' English Lab A2 & Geography Lab A7

Base building price (36x40)	1B		1	\$67,155.00
26ga roof over 3/4" plywood	26B		1	\$3,288.00
70lb stiffened floor	12B		1	\$2,103.00
70lb foundation (wood)	13B		1	\$1,515.00
Standard carpet 1440/sf	AA-1	\$3.36	1440	\$4,838.40
Interior non-rated 2x4 wall	AA-13	\$114.62	52	\$5,960.24
Interior door package (wood)	AA-61	\$1,229.33	2	\$2,458.66
7x22 interior window view kit	-	-	2	No Charge
Panic hardware in lieu of standard lockset	AA-66	\$1,317.14	2	\$2,634.28
Data wall box w/blank cover	AA-111	\$107.71	3	\$323.13
Interior light switch	AA-112	\$121.76	2	\$243.52
Upgrade 3.5 ton heat pump to 5 ton heat pump	AA-132		1	\$1,873.27
Supply register	AA-160	\$321.97	2	\$643.94
Return air register	AA-161	\$321.97	2	\$643.94
6" expanded metal closeoff between buildings	AA-333		1	\$1,024.44
Sales tax	Included			
Single building total				\$94,704.82
Total for (2) two 36x40 classrooms			2	\$189,409.64

Proposal Pricing:

36' x 40' Open Classroom A3

Base building price (36x40)	1B		1	\$67,155.00
26G roof over 3/4" plywood	26B		1	\$3,288.00
Standard carpet 1440/sf	AA-1	\$3.36	1440	\$4,838.40
Panic hardware in lieu of standard lockset	AA-66	\$1,317.14	2	\$2,634.28
Upgrade 3.5 ton heat pump to 5 ton heat pump	AA-132		1	\$1,873.27
6" expanded metal closeoff between buildings	AA-333		1	\$1,024.44
Sales tax	Included			
Single building total				\$80,813.39
Total for (1) one 36x40 open classroom			1	\$80,813.39

Proposal Pricing:

72' x 40' Reading Lab A4

Base building price (48x40)	1C		1	\$69,308.00
Additional 12x40 module	1D	\$16,877.00	2	\$33,754.00
26ga roof over 3/4" plywood	26C		1	\$4,384.00
26ga roof over 3/4" plywood (add 12x40 mod)	26D	\$1,098.00	2	\$2,196.00
70lb stiffened floor	12C		1	\$2,804.00
70lb foundation (wood)	13C		1	\$2,020.00
70lb stiffened floor (additional 12x40 mod)	12D	\$701.00	2	\$1,402.00
70lb foundation (additional 12x40 mod)	13D	\$504.00	2	\$1,008.00
Standard carpet	AA-1	\$3.36	2880	\$9,676.80
Interior non rated 2x4 wall	AA-13	\$114.62	45	\$5,157.90
Interior door package (wood)	AA-61		1	\$1,229.33
Panic hardware in lieu of standard locksets	AA-66	\$1,317.14	2	\$2,634.28
7x22 interior window view kit	-		1	No Charge
Interior light switch 3-way	AA-113	\$168.60	4	\$674.40
Upgrade 3.5 ton heat pump to 5 ton heat pump	AA-132	\$1,873.27	2	\$3,746.54
Supply register	AA-160	\$321.97	2	\$643.94
Return register	AA-161	\$321.97	2	\$643.94
Sales Tax	Included			
Single building total				\$141,283.13
Total for (1) one 72x40 reading lab			1	\$141,283.13



Proposal Pricing:

48' x 40' Psychology Lab A5

Base building price (48x40)	1C		1	\$69,308.00
70lb floor load	12C		1	\$2,804.00
70lb foundation (wood)	13C		1	\$2,020.00
26ga roof over 3/4" plywood	26C		1	\$4,384.00
Standard carpet	AA-1	\$3.36	1920	\$6,451.20
Interior non rated 2x4 wall	AA-13	\$114.62	46.5	\$5,329.83
Wood interior door package	AA-61	\$1,229.33	2	\$2,458.66
7x22 interior window view kit	-	-	2	No Charge
Panic hardware in lieu of standard locksets	AA-66	\$1,317.14	2	\$2,634.28
Data drops	AA-111	\$107.71	6	\$646.26
Interior light switch	AA-112	\$121.76	2	\$243.52
Upgrade 3.5 ton heat pumps to 4 ton heat pumps	AA-131	\$1,522.03	2	\$3,044.06
Supply register	AA-160	\$321.97	2	\$643.94
Return air register	AA-161	\$321.97	2	\$643.94
6" expanded metal closeoff between buildings	AA-333		1	\$1,024.44
Sales tax	Included			
			Single building total	\$101,636.13
Total for (1) one 48x40 psychology lab			1	\$101,636.13

Proposal Pricing:

48' x 40' Language Office A6

Base building price (48x40)	1C		1	\$69,308.00
70lb floor load	12C		1	\$2,804.00
70lb foundation (wood)	13C		1	\$2,020.00
26ga roof over 3/4" plywood	26C		1	\$4,384.00
Standard carpet	AA-1	\$3.36	1920	\$6,451.20
Interior non rated 2x4 wall	AA-13	\$114.62	46.5	\$5,329.83
Wood interior door package	AA-61	\$1,229.33	2	\$2,458.66
7x22 interior window view kit	-	-	2	No Charge
110v duplex wall receptacle w/cover	AA-98	\$128.79	4	\$515.16
Powered j-box w/data j-box (ceiling mounted)	-		2	No Charge
Data wall box w/blank cover plate	AA-111	\$107.71	15	\$1,615.65
Interior light switch	AA-112	\$121.76	2	\$243.52
Upgrade 3.5 ton heat pump to 4 ton heat pump	AA-131	\$1,522.03	2	\$3,044.06
Supply register	AA-160	\$321.97	2	\$643.94
Return air register	AA-161	\$321.97	2	\$643.94
Plumbed sink and cabinet w/bubbler	AA-209		1	\$3,483.10
6" expanded metal closeoff between buildings	AA-333		1	\$1,024.44
Sales tax	Included			
			Single building total	\$103,969.50
Total for (1) one 48x40 language office			1	\$103,969.50

Proposal Pricing:

48' x 40' Open Classrooms A8 & B4

Base building price (48x40)	1C		1	\$69,308.00
26ga roof over 3/4" plywood	26C		1	\$4,384.00
Standard carpet	AA-1	\$3.36	1920	\$6,451.20
Panic hardware in lieu of standard lockset	AA-66	\$1,317.14	2	\$2,634.28
Upgrade 3.5 ton heat pump to 4 ton heat pump	AA-131	\$1,522.03	2	\$3,044.06
6" expanded metal closeoff between buildings	AA-333		1	\$1,024.44
Sales Tax	Included			
Single building total				\$86,845.98
Total for (2) two 48x40 open classrooms			2	\$173,691.96

Proposal Pricing:

24' x 40' Office Building B2

Base building price (24x40)	1A		1	\$37,295.00
70lb floor load	12A		1	\$1,401.00
70lb foundation (wood)	13A		1	\$1,011.00
26ga roof over 3/4" plywood	26A		1	\$2,191.00
Standard carpet	AA-1	\$3.36	960	\$3,225.60
Interior non rated 2x4 wall	AA-13	\$114.62	37	\$4,240.94
Wood interior door package	AA-61	\$1,229.33	2	\$2,458.66
7x22 interior window view kit	-	-	2	No Charge
110v duplex wall receptacle w/cover	AA-98	\$128.79	7	\$901.53
Data wall box w/blank cover plate	AA-111	\$107.71	6	\$646.26
Interior light switch	AA-112	\$121.76	2	\$243.52
Upgrade 3.5 ton heat pump to 4 ton heat pump	AA-131	-	1	\$1,522.03
Supply register	AA-160	\$321.97	2	\$643.94
Return air register	AA-161	\$321.97	2	\$643.94
6" metal closeoff between buildings	AA-333		1	\$1,024.44
Sales tax	Included			
Single Building Total				\$57,448.86
Total for (1) one 24x40 office building			1	\$57,448.86

Proposal Pricing:

48' x 40' Anthropology Lab B3

Base building price (48x40)	1C		1	\$69,308.00
70lb floor load	12C		1	\$2,804.00
70lb foundation (wood)	13C		1	\$2,020.00
26ga roof over 3/4" plywood	26C		1	\$4,384.00
Standard carpet	AA-1	\$3.36	1920	\$6,451.20
Interior non rated 2x4 wall	AA-13	\$114.62	46.5	\$5,329.83
Wood interior door package	AA-61	\$1,229.33	2	\$2,458.66
7x22 interior window view kit	-	-	2	No Charge
Panic hardware in lieu of standard lockset	AA-66	\$1,317.14	2	\$2,634.28
Data wall box w/blank cover plate	AA-111	\$107.71	2	\$215.42
Interior light switch	AA-112	\$121.76	2	\$243.52
Upgrade 3.5 ton heat pump to 4 ton heat pump	AA-131	\$1,522.03	2	\$3,044.06
Supply register	AA-160	\$321.97	2	\$643.94
Return air register	AA-161	\$321.97	2	\$643.94
6" expanded metal closeoff between buildings	AA-333		1	\$1,024.44
Sales tax	Included			
Single building total				\$101,205.29
Total for (1) one 48x40 anthropology lab			1	\$101,205.29

Proposal Pricing:

48' x 40' Division Office B5

Base building price (48x40)	1C		1	\$69,308.00
70lb floor load	12C		1	\$2,804.00
70lb foundation (wood)	13C		1	\$2,020.00
26ga roof over 3/4" plywood	26C		1	\$4,384.00
Standard carpet	AA-1	\$3.36	1920	\$6,451.20
Interior non rated 2x4 wall	AA-13	\$114.62	40	\$4,584.80
Panic hardware in lieu of standard lockset	AA-66	\$1,317.14	2	\$2,634.28
Data wall box w/blank cover plate	AA-111	\$107.71	5	\$538.55
Upgrade 3.5 ton heat pump to 4 ton heat pump	AA-131	\$1,522.03	2	\$3,044.06
6" expanded metal closeoff between buildings	AA-333		1	\$1,024.44
Sales tax	Included			
Single building total				\$96,793.33
Total for (1) one 48x40 division office			1	\$96,793.33

Proposal Pricing:

72' x 40' Double Classroom B6

Base Building Price (48x40)	1C		1	\$69,308.00
Additional 12x40 module	1D	\$16,877.00	2	\$33,754.00
70lb floor load	12C		1	\$2,804.00
70lb floor load	12D	\$701.00	2	\$1,402.00
70lb foundation (wood)	13C		1	\$2,020.00
70lb foundation (wood)	13D	\$504.00	2	\$1,008.00
26ga roof over 3/4" plywood	26C		1	\$4,384.00
26ga roof over 3/4" plywood for 12x40 mod	26D	\$1,096.00	2	\$2,192.00
Standard carpet	AA-1	\$3.36	2880	\$9,676.80
Interior non rated 2x4 wall	AA-13	\$114.62	40	\$4,584.80
Wood interior door package	AA-61		1	\$1,229.33
7x22 interior window view kit	-	-	-	No Charge
Panic hardware in lieu of standard lockset	AA-66	\$1,317.14	2	\$2,634.28
110v duplex wall receptacle w/cover	AA-98	\$128.79	8	\$1,030.32
Interior light switch 3-way	AA-113	\$168.60	12	\$2,023.20
110v clock receptacle w/clock	-		1	No Charge
Upgrade 3.5 ton heat pump to 5 ton heat pump	AA-132	\$1,873.27	2	\$3,746.54
Sales Tax	Included			
Single Building Total				\$141,797.27
Total for (1) one 72 x 40 double classroom			1	\$141,797.27

Proposal Pricing:

60' x 40' Office Building B7

Base Building Price (48x40)	1C		1	\$69,308.00
Additional 12x40 module	1D		1	\$16,877.00
70lb floor load	12C		1	\$2,804.00
70lb floor load additional 12x40 module	12D		1	\$701.00
70lb foundation	13C		1	\$2,020.00
70lb foundation additional 12x40 module	13D		1	\$504.00
26ga roof over 3/4" plywood	26C		1	\$4,384.00
26ga roof over 3/4" plywood for 12x40 mod	26D		1	\$1,096.00
Standard carpet	AA-1	\$3.36	2400	\$8,064.00
Interior non rated 2x4 wall	AA-13	\$114.62	57	\$6,533.34
Wood interior door package	AA-61	\$1,229.33	2	\$2,458.66
7x22 interior window view kit	-		2	No Charge
110v duplex wall receptacle w/cover	AA-98	\$128.79	8	\$1,030.32
Data drops	AA-111	\$107.71	17	\$1,831.07
Interior light switch	AA-112	\$121.76	2	\$243.52
Interior light switch 3-way	AA-113	\$168.60	12	\$2,023.20
Powered j-box w/data j-box (ceiling mounted)	-	-	2	No Charge
Upgrade 3.5 ton heat pump to 5 ton heat pump	AA-132	\$1,873.27	2	\$3,746.54
Supply register	AA-160	\$321.97	2	\$643.94
Return air register	AA-161	\$321.97	2	\$643.94
6" expanded metal closeoff between building	AA-333		1	\$1,024.44
Sales Tax	Included			
			Single building total	\$125,936.97
Total for (1) one 60 x 40 office building			1	\$125,936.97

Proposal Pricing:
60' x 40' Office Building B8

Base Building Price (48x40)	1C		1	\$69,308.00
Additional 12x40 Module	1D		1	\$16,877.00
70lb foundation	12C		1	\$2,804.00
70lb floor load	13C		1	\$2,020.00
70lb floor load additional 12x40 module	13D		1	\$504.00
70lb foundation additional 12x40 module	12D		1	\$701.00
26ga roof over 3/4" plywood	26C		1	\$4,384.00
26ga roof over 3/4" plywood for 12x40 mod	26D		1	\$1,096.00
Standard carpet	AA-1	\$3.36	2400	\$8,064.00
Interior non rated 2x4 wall	AA-13	\$114.62	202	\$23,153.24
Wood interior door package	AA-61	\$1,229.33	9	\$11,063.97
7x22 interior window view kit	-	-	8	No Charge
110v duplex wall receptacle w/cover	AA-98	\$128.79	19	\$2,447.01
110v duplex wall GFCI receptacle w/cover	AA-100	\$175.62	3	\$526.86
Data drops	AA-111	\$107.71	13	\$1,400.23
Interior light switch	AA-112	\$121.76	10	\$1,217.60
Interior light switch 3-way	AA-113	\$168.60	12	\$2,023.20
Powered j-box w/data j-box (ceiling mounted)	-		2	No Charge
Upgrade 3.5 ton heat pump to 5 ton heat pump	AA-132	\$1,873.27	2	\$3,746.54
Supply register	AA-160	\$321.97	7	\$2,253.79
Return air register	AA-161	\$321.97	7	\$2,253.79
Interior unisex toilet room	AA-175		1	\$9,348.77
Plumbed sink and cabinet w/bubbler	AA-209		1	\$3,483.10
Base cabinet	AA-210	\$977.61	2	\$1,955.22
Wall hung cabinet	AA-215	\$965.90	4	\$3,863.60
Cabinet blocking - upper	AA-234	\$37.47	10	\$374.70
Cabinet blocking - lower	AA-235	\$37.47	10	\$374.70
6" expanded metal closeoff between buildings	AA-333		1	\$1,024.44
Sales Tax	Included			
Single Building Total				\$176,268.76
Total for (1) one 60 x 40 office building			1	\$176,268.76

Proposal Pricing

Ramp quote

Extend metal ramp or landing with handrails	AA-258	\$218.93	1732	\$379,186.76
Add a steel 3 step riser with handrails	AA-257	\$1,155.57	6	\$6,933.42
Sales Tax	Included			
Single building total				\$386,120.18
Total for ramp			1	\$386,120.18

Grand total \$2,179,863.29

UPGRADES:

- Interior non rated wall price per LF (AA-13) \$114.62 a foot.
- Add interior door each price (AA-61) \$1229.63 each
- Add data wall box with blank cover and pull string (AA-111) \$107.71
- Add 120v 20amp commercial grade recept (AA-98) \$128.79
- Add 120v quad 20-amp commercial grade receptacle (AA-109) \$310.26
- Add 120v Dedicated circuit 20A commercial grade recept (AA-99) \$245.87
- Add supply or return register and 12' of flex duct (AA-160/161) \$321.97
- Add 100a 3 phase panel (AA-89) \$1346.41
- Upgrade to 3 phase mechanical units per each (AA-156) \$1619.51
- Add carpet (AA-1) \$3.36 a square foot installed
- Add vct flooring (does not include sealing) (AA-6) \$6.06 a square foot installed
- Add self coving sheet vinyl (AA-9) \$12.88 a foot installed
- Solid plastic partition upgrade (AA-208) 93.76 per lineal foot

All quotes are per SCI approved pc drawings. Finishes are SCI standards, including but not limited to, door hardware, mechanical, plumbing, windows, electrical, ceiling tile and tack board.

Exclusions:

- All items not listed in proposed pricing and not included in the specifications.
- All site work including but not limited to:
 - Connection of all utilities.
 - Walkways and landscaping.
- Soil testing and reports.
- Window coverings including security bars and mini blinds.
- All signage for classrooms and/or offices.
- Plumbing chlorination and/or sterilization of lines.
- In plant and/or on site DSA approved inspectors.
- Fire sprinklers or any fire rating requirements due to the location of the building on the site.
- All permanent or temporary power, telephone, fencing, security, dust control, project trailer, and toilets.
- All wire, controls and connections for all low voltage systems including but not limited to energy management, fire alarm, communication, signal, smoke and heat detector, and security systems.
- Fire rated assemblies, unless noted.
- Special back boxes for phone system.
- **Standard ramps excluded. Price for custom ramps and landings shown as an option.**



Thank you again for the opportunity to provide this proposal. If this meets with your approval please sign and fax this proposal.

If you have any questions or concerns, please do not hesitate to contact me at (951) 965-5927 (cell) or at my office.

Very truly yours,

Dag S. Roshaven

Cc: SKC Company
Acceptance of Proposal

Date _____

Signature _____

Title _____

Name _____

Silver Creek Standards for project:

Standard Sackcloth tack board (Opal, Misty Grey)

Standard 8040 windows XOX dual glazed tempered low-e (quantity varies per building size)

Standard door package containing:

3070 18ga steel door w/16ga knock down frame

Schlage ND95 lever

Falcon Del-689 grade 1 closer

BB 1191 4.5" hinges (3 per door)

Weather-stripping, door bottom and threshold

Ceiling height at 8'6"

Armstrong 755B mineral board ceiling tile and Heavy duty grid

Electrical standards:

Cutler Hammer 100A single phase panel with snap in breakers (quantity varies per building size)

Oracle 2x4 3 tube T8 troffers dual switching with electronic ballast (4 per module)

Oracle 2x4 3 tube T8 troffers dual switching with emergency ballast (where code required)

Illuminated interior exit signs (where code required)

Harris 300 fluorescent exterior light with photo cell (1 at each exterior door)

Fully enclosed EMT conduit for all 120v circuits

20A commercial grade switches and recepts

Acuity brand ceiling mount occupancy sensors per title 24 code

Fire alarm hard piping (devices, wire, FACP excluded)

Accessories:

8040 Marker boards w/chalk rack, top clip and flag holder in classrooms only (quantity varies per building size)

Wall mounted fire extinguishers (quantities per code)

Standard SCI wall clock (quantities vary per building type)

Building envelope assemblies:

2x4 Dry Doug Fir #2 with R13 wall

5/8 4x9 Smart Panel siding Sierra 8 pattern

1-1/8 plywood decking with 50 pound floor load (70 pound in office option)

R-13 floor insulation & R-19 roof insulation

Plumbing standards:

Broan restroom fans.

Proflo PF1731 water closet (ADA).

Proflo PF 1723 water closet (standard).

Proflo PF 1805 wall hung urinals.

Standard Olsonite toilet seats.

Sloan Regal 111 flush valves.

JRS 210YM53 water closet carriers.

Standard Hadrian metal partitions.

American Standard 0355.012 wall hung lavatories.

48" and 36" grab bars, no brand specified.

Standard SCI toilet paper dispensers & 18x24 Mirrors

Standard ABS plumbing drop and waste manifold.

Standard self coving sheet vinyl flooring.

Painted drywall ceiling tile.

Standard white FRP.

AMENDMENT No. 2
TO
CONTRACT Issued November 16, 2010

BETWEEN
LOS ALAMITOS UNIFIED SCHOOL DISTRICT
AND
SILVER CREEK INDUSTRIES, INC.
FOR

PURCHASE, RELOCATION, DISMANTLE AND REMOVAL OF DEPARTMENT OF
STATE ARCHITECT (DSA) APPROVED PORTABLE CLASSROOMS DISTRICT-WIDE

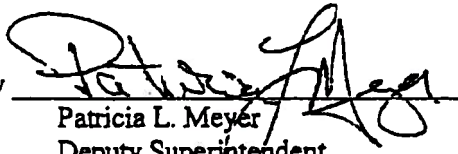
THIS AMENDMENT is made and entered into this 26th day of October, 2012, with the LOS ALAMITOS UNIFIED SCHOOL DISTRICT, a public educational agency, hereinafter referred to as "DISTRICT", and SILVER CREEK INDUSTRIES, INC. hereinafter referred to as "Contractor." The parties mutually agree to amend the existing Contract, as follows:

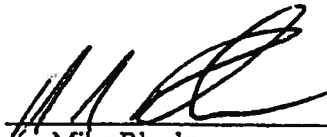
1. PREMISES:

- 1.1 A one year extension of the contract (piggyback) with Silver Creek Industries, Inc. for the purchase, relocation, dismantles and removal of Department of State Architect (DSA) approved portable classrooms District-Wide. The original contact term is for one (1) year and may be extended for four (4) one year periods in accordance with provisions contained in the Education Code.
- 1.2 On October 23, 2012, the Board of Education authorized the DISTRICT to amend the original contract based on the information stated above.
2. The contract term for the extension of the contract (piggyback) will be from November 17, 2012 through November 16, 2013.
3. This Amendment is effective upon execution. In addition, other public school District's, community college Districts, and public agencies throughout the State of California may purchase identical items at the same unit price(s). In addition, pursuant to the Bid No. 2010-0001, Additional Requirements for Bidders, Item 3, Contract Period, the vendor has requested a price adjustment of 4.2 percent based on the Consumer Price Index, Los Angeles - Anaheim CPI (State of California, Division of Labor Statistics & Research).

LOS ALAMITOS UNIFIED
SCHOOL DISTRICT

SILVER CREEK INDUSTRIES, INC.

By 
Patricia L. Meyer
Deputy Superintendent

By 
Mike Rhodes
Secretary/Treasurer

Date: 10/26/12

Date: 10/31/12

**STATE OF CALIFORNIA
OFFICE OF THE DIRECTOR - RESEARCH UNIT
CONSUMER PRICE INDEX CALCULATOR**

1 Select an Index	Los Angeles - Anaheim CPI
2 Select index type	All Urban Consumers
3 Select beginning month	May
4 Select beginning year	2010
5 Select ending month	June
6 Select ending year	2012

**Beginning
Index value**

226.438

**Ending
Index Value**

236.025

Based upon the Index, Index type, and the time period you have specified, the percent change in the Consumer Price Index is equal to:

4.2%

ATTACHMENT A
LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0001 (Price Adjustment 2012-2013)

ITEM	DESCRIPTION	A	B	C	D	E	F	G	H	I
		24 X 40	36 X 40	48 X 40	12 X 40 MODULE	30 X 32	10 X 32 MODULE	24 X 60	12 X 60 MODULE	12 X 40 TOILET
1	BUILDING BASE BID PRICE	37,295	67,155	69,308	16,877	50,273	14,466	73,864	22,214	74,045
2	INSTALLATION COST	1,876	4,039	3,751	1,346	5,339	1,756	5,093	2,488	4,787
	ALTERNATIVES	-	-	-	-	-	-	-	-	-
3	THREE YEAR LEASE ADVANCE ANNUAL PAYMENT	8,900	18,828	24,930	4,732	14,095	4,055	20,710	6,228	20,760
4	FIVE YEAR LEASE ADVANCE ANNUAL PAYMENT	8,112	15,690	20,774	3,943	11,745	3,380	17,259	5,190	17,300
5	LEASE PURCHASE - 3 YEARS	14,850	22,987	30,449	5,780	17,216	4,954	25,296	7,607	25,356
6	LEASE PURCHASE - 5 YEARS	9,401	14,558	18,275	3,658	10,898	3,135	16,012	4,816	16,051
7	LEASE PURCHASE - 7 YEARS	7,084	10,970	14,525	2,757	8,212	2,363	12,067	3,628	12,096
	BUILDING ADDITIVE ALTERNATIVES	-	-	-	-	-	-	-	-	-
	CONCRETE FOUNDATION	-	-	-	-	-	-	-	-	-
8	ABOVE GRADE	17,358	26,035	34,714	8,678	17,358	5,785	26,035	13,018	8,678
9	BELOW GRADE	18,997	28,495	37,982	9,498	18,997	6,332	28,495	14,247	9,498
10	BELOW GRADE W/18" CLEAR	21,223	31,834	42,446	10,611	21,223	7,074	31,834	15,918	10,611
11	80 MPH EXPOSURE "C"	1,510	2,264	3,019	754	2,264	754	2,264	1,133	754
12	70 LB STIFFENED FLOOR	1,401	2,103	2,804	701	2,103	701	2,418	1,210	701
13	70 LB FOUNDATION (WOOD)	1,011	1,515	2,020	504	1,515	504	1,818	909	504
14	100 LB STIFFENED FLOOR	1,881	2,822	3,762	941	2,822	941	2,822	1,411	941
15	100 LB FOUNDATION (WOOD)	1,784	2,676	3,569	892	2,676	892	2,676	1,339	892
16	125 LB STIFFENED FLOOR	4,127	6,191	✓ 8,254	✓ 2,063	5,572	1,857	6,191	3,095	2,063
17	125 LB FOUNDATION (WOOD)	2,817	4,223	✓ 5,632	✓ 1,409	4,223	1,409	4,223	2,112	1,409
18	SLAB ON GRADE FLOOR	34,421	51,632	68,843	17,211	39,585	13,195	51,632	25,816	38,725
19	LIGHT WEIGHT CONCRETE FLOOR	16,508	24,762	33,017	8,254	23,111	7,705	24,762	12,382	10,317
20	40 LB SNOW LOAD	9,218	13,825	18,434	4,608	12,904	4,301	13,825	6,914	4,608
21	60 LB SNOW LOAD	21,396	32,094	42,793	10,698	29,954	9,984	32,094	16,048	10,698
22	100 LB SNOW LOAD	27,721	41,581	55,442	13,861	38,809	12,936	41,581	20,790	13,861
23	10' CEILINGS	6,473	9,708	12,945	3,236	9,061	3,021	9,708	4,855	3,236
24	12' CEILINGS	15,533	23,300	31,066	7,767	21,747	7,249	23,300	11,650	7,767
25	VARIABLE PITCH ROOF	34,831	52,247	69,662	17,416	48,764	16,254	52,247	26,123	17,416
26	28 GA STEEL OVER 3/4" PLYWOOD	2,191	3,288	4,384	1,096	3,069	1,023	3,288	1,643	1,315
27	REGION 2	8.22%	8.22%	8.22%	8.22%	8.22%	8.22%	8.22%	8.22%	8.22%
28	REGION 3	12.99%	12.99%	12.99%	12.99%	12.99%	12.99%	12.99%	12.99%	12.99%

**ATTACHMENT A
LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0001**

ITEM	DESCRIPTION	J 12 X 40 TOILET B	K 12 X 40 TOILET C	L STEEP PITCH 24 X 40 2-12	M STEEP PITCH 24 X 40 2-12 MODULE	N STEEP PITCH 30 X 32 2.5 12	O STEEP PITCH 10 X 32 2.5-12 MODULE	P 48 X 40 TWO STORY CLASSROOM	Q 12 X 40 TWO STORY MODULE
1	BUILDING BASE BID PRICE	75,811	77,792	48,367	18,149	58,007	15,737	439,762	87,953
2	INSTALLATION COST	4,787	4,787	4,039	2,020	6,141	2,046	77,553	19,388
	ALTERNATIVES	-	-	-	-	-	-	-	-
3	THREE YEAR LEASE ADVANCE ANNUAL PAYMENT	21,284	21,810	17,532	6,579	21,388	5,704	169,406	31,881
4	FIVE YEAR LEASE ADVANCE ANNUAL PAYMENT	17,736	18,176	10,795	4,050	13,171	3,513	98,153	19,630
5	LEASE PURCHASE - 3 YEARS	25,998	26,840	16,564	6,216	20,208	5,389	150,597	30,119
6	LEASE PURCHASE - 5 YEARS	16,455	16,864	10,486	3,935	12,792	3,412	95,330	19,067
7	LEASE PURCHASE - 7 YEARS	12,401	12,707	7,900	2,964	9,640	2,572	71,839	14,367
	BUILDING ADDITIVE ALTERNATIVES	-	-	-	-	-	-	-	-
	CONCRETE FOUNDATION	-	-	-	-	-	-	-	-
8	ABOVE GRADE	8,678	8,678	17,358	8,678	20,827	6,943	37,992	9,498
9	BELOW GRADE	9,498	9,498	18,997	9,498	22,795	7,598	37,992	9,498
10	BELOW GRADE W/18" CLEAR	10,811	10,611	21,223	10,611	25,468	8,489	47,206	11,802
11	80 MPH EXPOSURE "C"	754	754	3,397	1,697	4,075	1,359	93,289	23,322
12	70 LB STIFFENED FLOOR	701	701	1,401	701	1,682	561	33,719	8,430
13	70 LB FOUNDATION (WOOD)	504	504	1,011	504	1,212	404	NA	NA
14	100 LB STIFFENED FLOOR	941	941	1,881	941	2,258	752	67,437	16,860
15	100 LB FOUNDATION (WOOD)	892	892	1,784	892	2,141	714	NA	NA
16	125 LB STIFFENED FLOOR	2,063	2,063	4,127	2,063	4,953	1,652	80,925	20,231
17	125 LB FOUNDATION (WOOD)	1,409	1,409	2,817	1,409	3,379	1,126	NA	NA
18	SLAB ON GRADE FLOOR	38,725	38,725	34,421	17,211	41,306	13,769	224,792	56,198
19	LIGHT WEIGHT CONCRETE FLOOR	10,317	10,317	16,508	8,254	19,809	6,603	112,396	28,099
20	40 LB SNOW LOAD	4,608	4,608	11,081	5,530	13,273	4,424	37,091	9,273
21	60 LB SNOW LOAD	10,698	10,698	25,676	12,837	30,811	10,270	103,404	25,851
22	100 LB SNOW LOAD	13,861	13,861	33,265	16,633	39,918	13,306	121,388	30,347
23	10' CEILINGS	3,236	3,236	7,767	3,884	9,321	3,107	40,463	10,115
24	12' CEILINGS	7,767	7,767	18,640	9,320	22,368	7,456	62,942	15,735
25	VARIABLE PITCH ROOF	17,416	17,416	34,831	17,416	48,764	18,254	143,867	35,967
26	26 GA STEEL OVER 3/4" PLYWOOD	1,315	1,315	2,739	1,369	3,425	1,142	33,719	8,430
27	REGION 2	8.22%	8.22%	8.22%	8.22%	8.22%	8.22%	8.22%	8.22%
28	REGION 3	12.99%	12.99%	12.99%	12.99%	12.99%	12.99%	12.99%	12.99%

**ATTACHMENT A
LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0001**

ITEM	DESCRIPTION	R 48 X 60 TWO STORY CLASSROOM	S 12 X 60 TWO STORY CLASSROOM	T 60 X 32 TWO STORY CLASSROOM	U 10 X 32 TWO STORY MODULE	V USED / REFURBISHE D 24 X 40	W USED / REFURBISHE D 30 X 32	X USED / REFURBISHED 12X40 TOILET A	Y USED / REFURBISHED 12X40 TOILET C
1	BUILDING BASE BID PRICE	114,569	60,544	462,907	66,131	25,008	40,315	46,114	53,845
2	INSTALLATION COST	586,706	86,358	103,404	17,234	3,232	6,406	5,745	5,745
	ALTERNATIVES	-	-	-	-	-	-	-	-
3	THREE YEAR LEASE ADVANCE ANNUAL PAYMENT	218,973	43,794	167,796	23,971	5,858	8,562	9,915	12,393
4	FIVE YEAR LEASE ADVANCE ANNUAL PAYMENT	134,832	26,966	103,320	14,760	5,521	8,225	9,576	12,055
5	LEASE PURCHASE - 3 YEARS	206,873	41,375	158,523	22,646	12,075	15,068	17,235	20,125
6	LEASE PURCHASE - 5 YEARS	130,953	26,191	100,347	14,336	7,643	9,538	10,911	12,739
7	LEASE PURCHASE - 7 YEARS	98,685	19,737	75,620	10,803	5,760	7,188	8,222	9,601
	BUILDING ADDITIVE ALTERNATIVES	-	-	-	-	-	-	-	-
	CONCRETE FOUNDATION	-	-	-	-	-	-	-	-
8	ABOVE GRADE	56,989	14,247	37,993	6,332	19,961	19,961	9,980	9,980
9	BELOW GRADE	56,989	14,247	37,993	6,332	21,846	21,846	10,922	10,922
10	BELOW GRADE W/18" CLEAR	70,810	17,703	56,847	8,442	24,407	24,407	12,203	12,203
11	80 MPH EXPOSURE "C"	139,932	34,983	111,946	18,658	NA	NA	NA	NA
12	70 LB STIFFENED FLOOR	50,579	12,645	40,463	6,744	NA	NA	NA	NA
13	70 LB FOUNDATION (WOOD)	NA	NA	NA	NA	NA	NA	NA	NA
14	100 LB STIFFENED FLOOR	101,156	25,289	80,925	13,488	NA	NA	NA	NA
15	100 LB FOUNDATION (WOOD)	NA	NA	NA	NA	NA	NA	NA	NA
16	125 LB STIFFENED FLOOR	121,388	30,347	97,110	16,184	NA	NA	NA	NA
17	125 LB FOUNDATION (WOOD)	NA	NA	NA	NA	NA	NA	NA	NA
18	SLAB ON GRADE FLOOR	337,188	84,297	269,750	44,958	NA	NA	NA	NA
19	LIGHT WEIGHT CONCRETE FLOOR	185,453	46,364	134,875	22,479	NA	NA	NA	NA
20	40 LB SNOW LOAD	55,636	13,910	44,509	7,418	NA	NA	NA	NA
21	60 LB SNOW LOAD	155,107	38,776	124,086	20,681	NA	NA	NA	NA
22	100 LB SNOW LOAD	182,081	45,521	145,665	24,278	NA	NA	NA	NA
23	10' CEILINGS	60,693	15,174	48,555	8,093	NA	NA	NA	NA
24	12' CEILINGS	94,412	23,603	75,530	12,588	NA	NA	NA	NA
25	VARIABLE PITCH ROOF	215,800	53,951	172,640	28,774	NA	NA	NA	NA
26	26 GA STEEL OVER 3/4" PLYWOOD	50,579	12,645	40,463	6,744	NA	NA	NA	NA
27	REGION 2	8.22%	8.22%	8.22%	8.22%	8.22%	8.22%	8.22%	8.22%
28	REGION 3	12.99%	12.99%	12.99%	12.99%	12.99%	12.99%	12.99%	12.99%

ATTACHMENT B
LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0001 (Price Adjustment 2012-2013)

	ADDITIVE ALTERNATES	UNIT	PRICE
	FLOORING		
1	STANDARD CARPET	SQUARE FOOT	3.38
2	NON STANDARD CARPET 26 OZ OLEFIN	SQUARE FOOT	4.03
3	UPGRADE STANDARD CARPET - LEES FACULTY 4	SQUARE FOOT	6.09
4	UPGRADE STANDARD CARPET - COLLINS/AIKMAN	SQUARE FOOT	5.01
5	CERAMIC TILE WITH THIN SET BASE OVER 1 1/2" BACKING	SQUARE FOOT	39.04
6	VCT	SQUARE FOOT	6.06
7	QUARRY TILE	SQUARE FOOT	29.62
8	FLAT LAY SHEET VINYL	SQUARE FOOT	8.75
9	SHEET VINYL WITH SELF COVE	SQUARE FOOT	12.88
10	VINYL UPGRADE OF FORBO MARMOLEUM	SQUARE FOOT	20.20
11	KITCHEN SHOWER AREA ALTRA MARINE SAFETY FLOOR	SQUARE FOOT	28.28
12	EPOXY BUILT UP FLOOR AND WALL COATING	SQUARE FOOT	29.62
	WALLS		
13	INTERIOR NON-RATED 2X4 WALL, 16"OC FLOOR TO RAFTERS	LINEAR FOOT	114.62
14	R19 INSULATION IN LIEU OF R-11	SQUARE FOOT	0.59
15	2x6 EXTERIOR WALL WITH R19 INSULATION	LINEAR FOOT	123.64
16	INTERIOR 1 HOUR FIRE RATED WALL, 16"OC FLOOR TO RAFTERS	LINEAR FOOT	182.87
17	INTERIOR 2 HOUR FIRE RATED WALL, 16"OC FLOOR TO RAFTERS	LINEAR FOOT	255.00
18	EXTERIOR 1 HOUR FIRE RATED WALL	LINEAR FOOT	233.57
19	EXTERIOR 2 HOUR FIRE RATED WALL	LINEAR FOOT	271.92
20	TAPE TEXTURE AND PAINT IN LIEU OF VINYL COVERED TACK BOARD	SQUARE FOOT	4.40
21	STAINLESS STEEL WALL COVERING	SQUARE FOOT	26.93
22	FIBER GLASS WALL PANELS (3/32 FRP) IN LIEU OF VCT	SQUARE FOOT	2.35
23	OPERABLE WALL 24'	EACH	14,634.89
24	OPERABLE WALL 36'	EACH	19,318.05
25	CERAMIC TILE WALL	SQUARE FOOT	36.34
26	WALL VINYL UPGRADE	SQUARE FOOT	2.02
27	24 GAUGE WHITE PORCELAIN ENAMEL STEEL MARKER BOARD (4X8)	EACH	389.87
	ROOF		
28	HARD CEILINGS	SQUARE FOOT	29.50
29	1 HOUR FIRE RATED CEILINGS	SQUARE FOOT	7.15
30	2 HOUR FIRE RATED CEILINGS	SQUARE FOOT	10.71
31	VINYL COVERED GYPSUM CEILING PANELS IN COMMERCIAL KITCHEN	SQUARE FOOT	3.51
32	POLYISOCYANURATE ROOF INSULATION R-19	SQUARE FOOT	5.56
33	POLYISOCYANURATE ROOF INSULATION R-30	SQUARE FOOT	9.37
34	COMPOSITION SHINGLE ROOF	SQUARE FOOT	5.93
35	GEO FLEX ROOF SYSTEM	SQUARE FOOT	19.50
36	BUILT UP ROOF SYSTEM	SQUARE FOOT	3.87
37	TPO ROOF SYSTEM	SQUARE FOOT	8.57
38	EPDM ROOF SYSTEM	SQUARE FOOT	7.73
39	R-30 FIBERGLASS INSULATION IN LIEU OF R-19	SQUARE FOOT	1.11
40	MANSARD - METAL	LINEAR FOOT	286.84
41	MANSARD - TILE	LINEAR FOOT	333.68
42	MANSARD - COMPOSITION SHINGLE	LINEAR FOOT	275.14
43	42" PARAPET	LINEAR FOOT	181.47
44	30" FASCIA METAL	LINEAR FOOT	263.43
45	30" FASCIA STUCCO	LINEAR FOOT	263.43
46	BOX SOFFIT STUCCO	LINEAR FOOT	251.72
47	BOX SOFFIT DURATEMP	LINEAR FOOT	193.18
48	2X2 SKYLIGHT WITH LIGHT SHAFT	EACH	995.17
49	2X4 SKYLIGHT WITH LIGHT SHAFT	EACH	1,112.25
50	4X4 SKYLIGHT WITH LIGHT SHAFT	EACH	1,229.33
	DOORS		

ATTACHMENT B
LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0001 (Price Adjustment 2012-2013)

	ADDITIVE ALTERNATES	UNIT	PRICE
51	EXTERIOR DOOR PACKAGE - STEEL 3070	EACH	1,931.81
52	UPGRADE TO WELDED DOOR FRAME	EACH	761.01
53	SINGLE STOREFRONT GLASS DOOR	EACH	2,809.90
54	DOUBLE STOREFRONT GLASS DOOR	EACH	5,034.40
55	1 HR FIRE RATED DOOR	EACH	2,107.42
56	SIDE LIGHT HOLLOW METAL FRAME WINDOW	EACH	1,479.88
57	DOUBLE DOOR SIDE LITE	EACH	3,998.25
58	EXTERIOR DOOR WITH 2" SIDELIGHT	EACH	2,224.50
59	EXTERIOR DOOR WITH 6" SIDELIGHT	EACH	2,048.88
60	TRANSOM TOP DOOR HOLLOW METAL FRAME WINDOW	EACH	1,697.65
61	INTERIOR DOOR PACKAGE - WOOD	EACH	1,229.33
62	ROLLUP OVERHEAD DOOR 10X8	EACH	7,610.14
63	ROLLUP OVERHEAD DOOR 16X9 MOTORIZED 1 HR RATED	EACH	15,805.68
64	FLOOR ACCESS HATCH 24X24	EACH	878.09
65	ROOF HATCH 36X36	EACH	3,219.68
66	PANIC HARDWARE IN LIEU OF STANDARD LOCKSET	EACH	1,317.14
67	SCHLAGE VANDAL GUARD OR EQUAL IN LIEU OF STANDARD	EACH	503.44
68	HARDWARE UPGRADE "A"	EACH	1,071.27
69	HARDWARE UPGRADE "B"	EACH	1,873.27
70	HARDWARE UPGRADE "C"	EACH	3,541.64
	WINDOWS		
71	8040 XOX /DG SLIDING ALUMINUM WINDOW 46%	EACH	995.17
72	6040 XOX /DG SLIDING ALUMINUM WINDOW 46%	EACH	1,024.44
73	4040 XOX /DG SLIDING ALUMINUM WINDOW 46%	EACH	878.09
74	8040 XOX HOLLOW METAL WINDOW	EACH	2,283.04
75	8040 XOX HOLLOW METAL WINDOW	EACH	1,990.35
76	4040 XOX HOLLOW METAL WINDOW	EACH	2,019.61
77	8020 XOX HOLLOW METAL WINDOW	EACH	2,048.68
78	6020 XOX HOLLOW METAL WINDOW	EACH	1,972.79
79	4020 XOX HOLLOW METAL WINDOW	EACH	1,141.52
80	4040 FIXED INTERIOR WINDOW	EACH	761.01
81	UPGRADE TO LOW E GLAZING	SQUARE FOOT	14.64
82	UPGRADE TO LEXAN GLASS	SQUARE FOOT	29.27
83	SECURITY SCREENS	SQUARE FOOT	40.98
84	FIRE RATED WINDOWS	SQUARE FOOT	58.54
85	1" INSET METAL BLINDS ON EXTERIOR WINDOWS	SQUARE FOOT	14.05
	ELECTRICAL		
86	150 AMP SINGLE PHASE PANEL	EACH	526.86
87	200 AMP SINGLE PHASE PANEL	EACH	614.67
88	400 AMP SINGLE PHASE PANEL	EACH	3,629.45
89	100 AMP THREE PHASE PANEL	EACH	1,346.41
90	150 AMP THREE PHASE PANEL	EACH	1,580.57
91	200 AMP THREE PHASE PANEL	EACH	1,981.08
92	225 AMP THREE PHASE PANEL	EACH	2,341.58
93	400 AMP THREE PHASE PANEL	EACH	3,863.61
94	6X6X6 EXTERIOR SIGNAL BOX W/3/4" CONDUIT TO ATTIC	EACH	204.89
95	12X12X6 EMPTY BOX	EACH	234.16
96	3 COMPARTMENT EMPTY GUTTER TRAY	EACH	608.81
97	4 COMPARTMENT EMPTY GUTTER TRAY	EACH	702.47
98	110V DUPLEX WALL RECEPTACLE WITH COVER	EACH	128.79
99	110V DUPLEX WALL RECEPTACLE WITH COVER- DEDICATED	EACH	245.87
100	110V DUPLEX WALL GFI RECEPTACLE WITH COVER	EACH	175.62
101	110V DUPLEX FLOOR RECEPTACLE WITH COVER	EACH	380.51
102	110V FOUR PLEX FLOOR BOX	EACH	661.49

ATTACHMENT B
LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0001 (Price Adjustment 2012-2013)

	ADDITIVE ALTERNATES	UNIT	PRICE
103	DATA FLOOR BOX	EACH	439.05
104	220V DUPLEX WALL RECEPTACLE WITH COVER	EACH	351.24
105	30 AMP CIRCUIT - WALL	EACH	292.70
106	40 AMP CIRCUIT - WALL	EACH	321.97
107	50 AMP CIRCUIT - WALL	EACH	351.24
108	60 AMP CIRCUIT - WALL	EACH	380.51
109	DEDICATED FOUR PLEX WALL RECEPT	EACH	310.26
110	WIRE MOLD SERIES 5500	LINEAR FOOT	61.47
111	DATA WALL BOX WITH BLANK COVER PLATE	EACH	107.71
112	INTERIOR LIGHT SWITCH	EACH	121.76
113	INTERIOR LIGHT SWITCH - THREE WAY	EACH	168.80
114	INTERIOR 2 X 4 FLUORESCENT FIXTURE W/A+ LOW HARMONIC BALLAST	EACH	184.35
115	INTERIOR 2 X 4 FLUORESCENT FIXTURE WITH BATTERY BACKUP	EACH	380.51
116	UPGRADE INT. 2 X 4 FLUOR. FIXTURE TO T-8 LAMPS W/ ELECTRONIC BALLAST	EACH	64.40
117	INTERIOR 2 X 4 FLUORESCENT FIXTURE WITH T-8 LAMPS	EACH	181.47
118	INTERIOR 2 X 2 FLUORESCENT FIXTURE WITH T-8 LAMPS	EACH	193.18
119	EMERGENCY LIGHT W/ BATTERY BACKUP-INTERIOR WALL MOUNT	EACH	310.26
120	EXIT LIGHT W/ BATTERY BACK UP - INTERIOR WALL MOUNT (HIGH)	EACH	298.55
121	EXTERIOR FLUORESCENT FIXTURE WITH INTEGRAL PHOTO CELL	EACH	231.81
122	70W HPS EXTERIOR LIGHTING	EACH	380.51
123	ELECTRIC HAND DRYER	EACH	878.09
124	TV BRACKET WITH BACKING	EACH	731.74
125	FIRE ALARM SYSTEM BY BLDG SF	SQUARE FOOT	10.84
126	SMOKE/HEAT DETECTOR	EACH	204.89
127	CO2 DETECTOR	EACH	1,348.41
128	FIRE SPRINKLER IN OPEN BLDG BY SF	SQUARE FOOT	9.42
129	ABC RATED WALL HUNG FIRE EXTINGUISHER	EACH	146.35
130	ABE RATED FIRE EXTINGUISHER IN SEMI RECESSED WALL CABINET	EACH	321.97
	HEATING AND COOLING		
131	UPGRADE FROM 3.5T WALL MT HEAT PUMP TO 4T WALL MT HEAT PUMP	EACH	1,522.03
132	UPGRADE FROM 3.5T WALL MT HEAT PUMP TO 5T WALL MT HEAT PUMP	EACH	1,873.27
133	UPGRADE FROM 3.5T WALL MT HEAT PUMP TO 3.5T ROOF MT HEAT PUMP	EACH	12,764.50
134	UPGRADE FROM 3.5T WALL MT HEAT PUMP TO 4T ROOF MT HEAT PUMP	EACH	14,588.00
135	UPGRADE FROM 3.5T WALL MT HEAT PUMP TO 5T ROOF MT HEAT PUMP	EACH	18,235.00
136	UPGRADE FROM 3.5T WALL MT HEAT PUMP TO 3.5T INTERIOR HEAT PUMP	EACH	5,506.31
137	UPGRADE FROM 3.5T WALL MT HEAT PUMP TO 4T INTERIOR HEAT PUMP	EACH	7,417.32
138	UPGRADE FROM 3.5T WALL MT HEAT PUMP TO 5T INTERIOR HEAT PUMP	EACH	8,421.41
139	ADD 2 TON WALL MOUNT HEAT PUMP UNIT	EACH	3,498.13
140	ADD 3.5 TON WALL MOUNT HEAT PUMP UNIT	EACH	5,765.43
141	ADD 4 TON WALL MOUNT HEAT PUMP UNIT	EACH	6,452.10
142	ADD 6 TON WALL MOUNT HEAT PUMP UNIT	EACH	7,110.26
143	ADD 3.5T ROOF MOUNT HEAT PUMP UNIT	EACH	18,786.23
144	ADD 4T ROOF MOUNT HEAT PUMP UNIT	EACH	21,377.43
145	ADD 5T ROOF MOUNT HEAT PUMP UNIT	EACH	23,968.64
146	ADD 3.5T ROOF MOUNT GAS PACK UNIT	EACH	19,434.03
147	ADD 4T ROOF MOUNT GAS PACK UNIT	EACH	22,349.14
148	ADD 5T ROOF MOUNT GAS PACK UNIT	EACH	24,600.89
149	ADD 7T ROOF MOUNT GAS PACK UNIT	EACH	25,264.24
150	ADD 10T ROOF MOUNT GAS PACK UNIT	EACH	33,847.60
151	ADD 3.5T INTERIOR HEAT PUMP UNIT	EACH	10,688.72
152	ADD 4T INTERIOR HEAT PUMP UNIT	EACH	11,984.32
153	ADD 5T INTERIOR HEAT PUMP UNIT	EACH	13,279.93
154	WAG 40 GAS HVAC UNIT IN LIEU OF 3-1/2 TON WALL MOUNT HEAT PUMP	EACH	3,239.00
155	RESTROOM CEILING HEATER	EACH	502.69

ATTACHMENT B
LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0001 (Price Adjustment 2012-2013)

	ADDITIVE ALTERNATES	UNIT	PRICE
156	PER UNIT 3PHS UPGRADE	EACH	1,619.51
157	PER UNIT BARD UPGRADE	EACH	503.98
158	12 SEER UPGRADE	EACH	2,571.77
159	AIR PURIFIER	EACH	1,961.08
160	SUPPLY REGISTER AND 12' OF FLEX DUCT	EACH	321.97
161	RETURN AIR REGISTER AND 12' OF FLEX DUCT	EACH	321.97
162	ADD FLEX DUCTING BY LF	LINEAR FOOT	38.94
163	ADD GALVANIZED DUCTING BY LF	LINEAR FOOT	52.68
164	SMOKE/FIRE DAMPERS	EACH	1,492.76
165	BAROMETRIC RELIEF DAMPER	EACH	263.43
166	HVAC RETURN AIR PLENUM CHASE WALL(12FEET)	EACH	2,634.28
167	FIRE RATED SHAFT	LINEAR FOOT	380.51
168	CEILING EXHAUST FAN (120 CFM) WITH DUCT	EACH	585.40
169	KITCHEN EXHAUST FAN, COOK VCR-XP-300 2750 CFM	EACH	8,488.24
170	KITCHEN EXHAUST FAN, COOK VCR-XP-180 2050 CFM	EACH	6,966.21
171	KITCHEN SUPPLY FAN, COOK 120KSP-B 220 CFM	EACH	4,097.77
172	EXHAUST FAN COOK ACEB 70C2B	EACH	1,609.84
173	EXHAUST FAN COOK ACEB 60C2B	EACH	1,756.19
174	INSECT CONTROL FAN	EACH	1,287.87
	PLUMBING		
175	INTERIOR UNISEX TOILET ROOM	EACH	9,348.77
176	INTERIOR PRIMARY UNISEX TOILET	EACH	11,122.52
177	INSTANT FLOW ELECTRIC TANKLESS WATER HEATER	EACH	684.92
178	6 GAL ELECT WATER HEATER	EACH	1,141.52
179	10 GAL ELECT WATER HEATER	EACH	1,483.49
180	50 GAL ELECT WATER HEATER	EACH	3,342.61
181	GAS PIPING	LINEAR FOOT	87.81
182	GAS TURRETS	EACH	556.13
183	CAST IRON DRAIN LINES	LINEAR FOOT	98.59
184	ACID RESISTANT WASTE PIPING	LINEAR FOOT	181.47
185	FLOOR DRAINS	EACH	907.36
186	NON FREEZE PROOF HOSE BIB WITH PLUMBERS KEY	EACH	462.46
187	PLUMB WALL FOR FIXTURE WITH SUPPLY LINE(S) AND DRAIN LINES	EACH	6,439.35
188	DRINKING FOUNTAIN DUAL WALL MOUNTED INTERIOR	EACH	3,658.72
189	DRINKING FOUNTAIN DUAL WALL MOUNTED EXTERIOR	EACH	5,251.00
190	BUBBLER FOR SINK	EACH	345.38
191	LAVATORY WALL HUNG VITREOUS CHINA 19" X 17" WITH CARRIERS	EACH	1,141.52
192	TOILET WALL HUNG VITREOUS CHINA FLUSH VALVE- ADA / STANDARD	EACH	1,188.35
193	FLUSH VALVE TOILET OR URINAL	EACH	1,258.80
194	15X22 COFFEE BAR SINK W/GOOSE NECK FAUCET & WRIST BLADE HANDLES	EACH	895.65
195	CLASSROOM 17X25 SINK	EACH	1,469.35
196	BRADLEY SINK SS-2	EACH	3,600.18
197	BRADLEY SINK MG-2	EACH	3,812.09
198	BRADLEY SINK AND COUNTER 72"	EACH	5,574.14
199	DOUBLE BOWL STAINLESS STEEL WITH 8" SINGLE LEVER FAUCET	EACH	1,188.35
200	THREE BOWL 55 COMM. SINK INCLUDES DRAIN BOARDS AND FAUCET	EACH	6,439.35
201	MOP SINK FGLASS W/ LEGS & SWING FAUCET	EACH	913.22
202	MOP SINK 24- X 24" FLOOR MOUNTED WITH WALL FAUCET	EACH	2,210.46
203	36" X 36" FIBERGLASS SHOWER UNIT WITH FLOOR DRAIN	EACH	1,522.03
204	FIBERGLASS ADA SHOWER STALL WITH ADA LIP AND SEAT	EACH	3,951.42
205	IN SINK GARBAGE DISPOSAL	EACH	409.78
206	EMERGENCY EYE WASH	EACH	4,858.78
207	MIRROR, TOILET PAPER, PAPER TOWEL, SOAP, TOILET SEAT COVER DISP	EACH	292.70
208	SOLID PLASTIC PARTITIONS UPGRADE	LINEAR FOOT	93.67

ATTACHMENT B
LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0001 (Price Adjustment 2012-2013)

	ADDITIVE ALTERNATES	UNIT	PRICE
	CABINETRY		
209	PLUMBED SINK AND CABINET W/BUBBLER	EACH	3,483.10
210	BASE CABINET - WIC #102 L36 X H36 X D24	EACH	977.61
211	BASE CAB WIC #142	EACH	1,047.86
212	DRAWER BASE CAN WIC #222	EACH	1,363.97
213	DRAWER BASE CAN WIC #240	EACH	1,867.41
214	DRAWER BASE CAN WIC #230	EACH	1,492.76
215	WALL HUNG CAB WIC #312	EACH	965.90
216	OPEN UPPER CABINET - WIC #300 L36 X H30 X D12	EACH	917.90
217	UPPER CABINET WITH DOORS - WIC #400 L36 X H84 X D24	EACH	1,015.07
218	OPEN TALL STORAGE CABINET - WIC #402 L36 X H84 X D24	EACH	1,301.92
219	LOCKABLE TALL STORAGE CABINET - WIC#402 L36 X H84 X D24	EACH	1,733.94
220	TALL STORAGE WIC #440	EACH	1,492.76
221	7' CORNER TV CABINET	EACH	2,689.31
222	TALL TEACHER CABINET WIC #530 L48 X H84 X D24	EACH	2,165.96
223	16' TEACHING WALL	EACH	10,451.88
224	30' TEACHER'S WALL	EACH	19,754.76
225	30' SPECIAL TECH WALL	EACH	20,703.10
226	SCIENCE WORK STATION/ISLAND	EACH	14,881.93
227	KITCHEN	EACH	14,927.59
228	WARDROBE RACK WIC #540 L60 WITH 15 HOOKS (INTERIOR)	EACH	761.01
228	WARDROBE RACK WIC #540 L60 WITH 15 HOOKS (EXTERIOR)	EACH	813.70
230	CUBBY STORAGE WIC #544 L48 X H68 X D12 (48 CUBICLES)	EACH	2,656.53
231	LOW BOOK SHELVES- WIC #600 L36 X H 42 X D9	EACH	965.90
232	HIGH PRESSURE LAMINATE COUNTER TOP	LINEAR FOOT	114.15
233	EPOXY COUNTER TOP	LINEAR FOOT	270.45
234	CABINET BLOCKING - UPPER 4X4	LINEAR FOOT	37.47
235	CABINET BLOCKING - LOWER	LINEAR FOOT	37.47
	APPLIANCES		
236	RESIDENTIAL RANGE HOOD	EACH	231.81
237	RESIDENTIAL FREE STANDING 30" ELECTRIC RANGE	EACH	861.70
238	RESIDENTIAL REFRIGERATOR (18 CU FT) FROST-FREE	EACH	1,034.98
239	24" UNDER COUNTER RESIDENTIAL REFRIGERATOR 6.0 CU FT	EACH	765.69
240	RESIDENTIAL DISHWASHER (2 CYCLE)	EACH	656.81
241	RESIDENTIAL WASHER	EACH	728.23
242	RESIDENTIAL DRYER	EACH	697.80
243	COMM. RANGE HOOD 5X21 WITH FIRE SUPPRESSION SYSTEM	EACH	14,634.89
244	VULCAN 36L COMMERCIAL 6 BURNER RANGE WITH OVEN	EACH	3,851.90
245	SINGLE DOOR 27" COMM. FREEZER 23 CU FT	EACH	2,165.96
246	SINGLE DOOR 27" COMM. REFER 23 CU FT	EACH	2,441.10
247	COMMERCIAL DISHWASHER	EACH	4,138.75
248	8X8 WALK IN REFRIGERATOR	EACH	19,587.34
249	12X17 WALK IN REFRIGERATOR	EACH	27,518.27
250	10X20 WALK IN FREEZER	EACH	27,518.27
251	DISPOSER 1-1/2 HP	EACH	3,278.22
252	FAUCET PRE-RINSE	EACH	761.01
253	SINK- FOOD PREP 1 COMPARTMENT	EACH	4,449.01
	MISC. ITEMS		
254	36X16 STAGE WITH STAIR SYSTEM	EACH	16,332.54
255	WHEEL CHAIR LIFT FOR STAGE	EACH	11,705.83
256	ADDITIONAL METAL 4X11 RAMP AND 5X7 LANDING WITH HANDRAILS	EACH	2,722.09
257	ADD A STEEL 3 STEP RISER WITH HANDRAILS	EACH	1,155.57
258	EXTEND METAL RAMP OR LANDING WITH HANDRAILS	LINEAR FOOT	218.93
259	CONCRETE 4X11 RAMP AND 5X7 LANDING WITH HANDRAILS	EACH	10,244.42

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: July 22, 2013

INDEPENDENT CONTRACTORS

Topgallant Group LLC

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Service: Consultant services to assist in the Workforce Innovation Partnerships (WIP) grant to include development of curriculum for new media, multimedia and entertainment; facilitation of industry skills panel and new media roundtables; and outreach, promotion and recruitment of students and teachers.

Date(s) of Service: July 23, 2013 through December 31, 2013

Fee: Estimated at \$16,000.00

Requested by: Gustavo Chamorro

Funded by: Digital Media Center
12-2209-684000-53330-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 23th of July, 2013 by and between Topgallant Group LLC herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

CONSULTANT SERVICES TO ASSIST IN THE WORKFORCE INNOVATION PARTNERSHIPS (WIP) GRANT TO INCLUDE DEVELOPMENT OF CURRICULUM FOR NEW MEDIA, MULTIMEDIA AND ENTERTAINMENT; FACILITATION OF INDUSTRY SKILLS PANEL AND NEW MEDIA ROUNDTABLES; AND OUTREACH, PROMOTION AND RECRUITMENT OF STUDENTS AND TEACHERS PER ATTACHED SCOPE OF WORK

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at Sixteen Thousand Dollars & No Cents (\$16,000.00).

The contracted services are to commence on or about July 23, 2013 and to be completed on or about, but not later than December 31, 2013.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Tracey Conner-Crabbe
Printed Name

Title

Director of Purchasing Services
Title

Address

City/State

Date

Date

Attachment "B"

**Workforce Innovation Partnership (WIP) Grant
Scope Of Work
for
Topgallant Group
Tax ID: 20-3329496**

Topgallant Group LLC, as a contract vendor ("Contractor") to RSCCD, will perform the following services in fulfillment of its portion of the Workforce Innovation Partnerships (WIP) Grant.

SCOPE OF WORK:

- 1. Cooperative Development of Curriculum for New Media, Multimedia and Entertainment.** -- As a private sector expert in new media and computer technology, Contractor will collaborate with District and College personnel to develop a suitable community college curriculum for a class titled "Introduction to App Development", a "Design" class, and the overall curriculum development of a "Coding" class.
- 2. Facilitation of Industry Skills Panel and New Media Roundtables.** -- Contractor will work with the WIP Principal Investigator and RSCCD personnel to enlist business employers, K-12, college and university educators and other workforce professionals in the New Media, Multimedia and Entertainment Industry to conduct market research, round-table events, and other meetings designed to collect and report on projected industry employment needs and the corresponding knowledge and skill sets for workforce training of students and teacher preparation.
- 3. Outreach, Promotion and Recruitment of Students and Teachers.** -- Contractor will work with the Principal Investigator, Nueva Vista Media, and District personnel to develop outreach programs, promotional campaigns, and informational events that will target students and teachers for the forthcoming new curriculum. Target audiences for the outreach programs will include current High School and Community College students and their teachers as well as incumbent and/or displaced workers that may have an interest in being employed as App Developers in the New Media, Multimedia or Entertainment industry.

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0027237	342.50	PYRO-COMM SYSTEMS INC	Contracted Repair Services			5/30/2013
13-P0027238	5,945.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			5/30/2013
13-P0027239	1,349.80	PYRO-COMM SYSTEMS INC	Contracted Repair Services			5/30/2013
13-P0027240	3,980.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			5/30/2013
13-P0027241	810.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		5/30/2013
13-P0027242	317.47	BUSINESS MACHINES SECURITY	Non-Instructional Supplies	SP		5/30/2013
13-P0027243	516.09	SCAQMD	Other Licenses & Fees	SP		5/30/2013
13-P0027244	99.00	WELLS FARGO BANK	Software License and Fees			5/30/2013
13-P0027245	7,186.94	4 IMPRINT	Non-Instructional Supplies	SP		5/30/2013
13-P0027246	2,000.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP		5/30/2013
13-P0027247	18,371.00	AJ FISTES CORP	Buildings - Contracted Svcs	SP		5/31/2013
13-P0027248	400.00	ACADEMY ELECTRIC INC	Contracted Repair Services			5/31/2013
13-P0027249	3,992.77	FRANKLIN AIR CONDITIONING	Contracted Services	SP		5/31/2013
13-P0027250	1,768.00	KAISER ROBERT	Contracted Repair Services			5/31/2013
13-P0027251	4,927.00	ORMEX DISPLAY	Contracted Services	SP		5/31/2013
13-P0027252	1,399.22	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			6/3/2013
13-P0027253	837.00	ACT, INC.	Software License and Fees	SP		6/3/2013
* 13-P0027254	7,787.21	DELL COMPUTER	Non-Instructional Supplies	SP		6/3/2013
* 13-P0027255	4,224.30	DELL COMPUTER	Non-Instructional Supplies	SP		6/3/2013
* 13-P0027256	1,722.96	APPLE COMPUTER INC	Non-Instructional Supplies			6/3/2013
* 13-P0027257	1,536.69	APPLE COMPUTER INC	Equipment - All Other > \$1,000	SP		6/3/2013
13-P0027258	3,363.49	DELL COMPUTER	Equipment - Federal Progs >200	SP		6/3/2013
13-P0027259	6,073.94	DELL COMPUTER	Equipment - All Other > \$1,000	SP		6/3/2013
13-P0027260	2,574.00	WIELENGA LAURIE	Contracted Services	SP		6/4/2013
13-P0027261	840.00	NETHERTON PAMELA	Contracted Services	SP		6/4/2013
13-P0027262	840.00	CORONA MARIA G	Contracted Services	SP		6/4/2013
13-P0027263	2,574.00	MOELLER JASON	Contracted Services	SP		6/4/2013
13-P0027264	3,024.00	HERBERT LAURA A	Contracted Services	SP		6/4/2013
13-P0027265	3,024.00	PEREZ RANDALL JONATHAN	Contracted Services	SP		6/4/2013
13-P0027267	262.50	PYRO-COMM SYSTEMS INC	Contracted Repair Services			6/4/2013
13-P0027268	1,156.14	D4 SOLUTIONS INC.	Equipment - Other Contract Svc	SP		6/4/2013
13-P0027269	3,045.00	EL SOL SCIENCE & ART'S	Rental - Facility (Short-term)	SP		6/4/2013
13-P0027270	1,554.00	FIRST UNITED METHODIST CHURCH	Rental - Facility (Short-term)	SP		6/4/2013
13-P0027271	7,386.00	CONTROL AIR CONDITIONING CORP	Contracted Services			6/4/2013
13-P0027272	505.00	STATE WATER RESOURCES	Other Licenses & Fees			6/4/2013

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0027273	750.00	ACADEMIC SENATE FOR	Contracted Services			6/4/2013
13-P0027274	273.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			6/4/2013
13-P0027275	40,000.00	HMC ARCHITECTS	Buildings - Architects Fee	SP		6/4/2013
13-P0027276	38,000.00	HMC ARCHITECTS	Buildings - Architects Fee	SP		6/4/2013
13-P0027277	891.00	ELLEN BAK PHOTOGRAPHY INC	Contracted Services			6/4/2013
13-P0027278	20,240.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			6/5/2013
13-P0027279	87.28	BIO CORP	Instructional Supplies	SP		6/5/2013
13-P0027280	222.82	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		6/5/2013
13-P0027281	84.63	EDUCATIONAL INNOVATIONS INC	Instructional Supplies	SP		6/5/2013
13-P0027282	158.69	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		6/5/2013
13-P0027283	280.89	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		6/5/2013
13-P0027284	139.51	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		6/5/2013
13-P0027285	393.61	MIDWEST LIBRARY SVC	Library Books	SP		6/5/2013
13-P0027286	43,726.56	NTH GENERATION COMPUTING INC	Equipment - All Other > \$1,000			6/5/2013
* 13-P0027287	1,407.20	CLASSIC PARTY RENTALS	Rental-Equipment (Short-term)	SP		6/5/2013
13-P0027288	19.70	BADGE EXPRESS	Non-Instructional Supplies			6/5/2013
13-P0027289	322.26	WEXCO INTERNATIONAL CORP	Instructional Supplies	SP		6/5/2013
13-P0027290	441.16	BIO RAD LABORATORIES	Instructional Supplies	SP		6/5/2013
13-P0027291	1,303.00	GOLD COAST TOURS	Transportation - Student	SP		6/5/2013
13-P0027292	1,031.29	DIVERSIFIED BUSINESS SVCS	Supplies Paid for Students	SP		6/5/2013
13-P0027293	1,800.00	CERTIFIED TRANSPORTATIONS	Transportation - Student	SP		6/5/2013
13-P0027294	3,596.27	DON BOOKSTORE	Books Paid for Students	SP		6/5/2013
13-P0027295	841.35	JAY'S CATERING	Food and Food Service Supplies	SP		6/5/2013
13-P0027296	314.09	MONICA S. PORTER	Instructional Supplies	SP		6/5/2013
13-P0027297	388.50	AMAZON COM	Instructional Supplies	SP		6/5/2013
13-P0027298	943.92	SCANTRON	Software License and Fees	SP		6/5/2013
* 13-P0027299	2,253.36	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			6/5/2013
* 13-P0027300	1,325.05	TROXELL COMM INC	Non-Instructional Supplies	SP		6/5/2013
* 13-P0027301	3,121.85	DELL COMPUTER	Equipment - Federal Progs >200	SP		6/5/2013
* 13-P0027302	1,025.76	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000			6/5/2013
13-P0027303	150.00	DUPLO USA CORP	Contracted Repair Services			6/5/2013
13-P0027304	14,000.00	BKF ENGINEERS	Site Improv- Engineering Costs	SP		6/5/2013
13-P0027305	552.91	WELLS FARGO BANK	Equip/Software - >\$200 <\$1,000			6/5/2013
13-P0027306	46.66	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/5/2013
13-P0027307	200.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			6/5/2013

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0027308	325.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			6/5/2013
13-P0027309	402.04	XEROX CORP	Instructional Supplies	SP		6/5/2013
13-P0027310	35,000.00	BKF ENGINEERS	Site Improv- Engineering Costs	SP	BOND	6/6/2013
13-P0027311	637.16	TOTAL CORPORATE SOLUTIONS	Security Systems & Services			6/6/2013
13-P0027312	24,204.79	CSU FULLERTON	Contracted Services	SP		6/6/2013
13-P0027313	457.40	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		6/6/2013
13-P0027314	523.80	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		6/6/2013
13-P0027315	87.99	TERRYBERRY	Service Pins			6/6/2013
13-P0027316	7,426.00	AJ FISTES CORP	Buildings - Contracted Svcs	SP		6/6/2013
13-P0027317	910.93	GEMINI COMPUTERS INC	Equipment - Other Contract Svc	SP		6/6/2013
13-P0027318	703.64	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000			6/7/2013
13-P0027319	8,820.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		6/7/2013
13-P0027320	155.00	ACTION DOOR CONTROLS INC	Contracted Repair Services			6/7/2013
13-P0027321	500.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			6/7/2013
13-P0027322	340.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/7/2013
13-P0027323	37,242.60	CITY OF ORANGE	Public Agencies' Assess & Fees			6/7/2013
13-P0027324	3,200.00	THE AMERGROUP INC	Contracted Services			6/7/2013
13-P0027325	1,000.00	DAN'S MACHINE REPAIR	Contracted Services	SP		6/7/2013
13-P0027326	4,973.03	DAVID PUF AHL	Buildings - Contracted Svcs	SP		6/10/2013
13-P0027327	34.92	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		6/10/2013
13-P0027328	70.08	CORINE L. DOUGHTY	Food and Food Service Supplies	SP		6/10/2013
13-P0027329	48.15	KARI M. IRWIN	Food and Food Service Supplies	SP		6/10/2013
13-P0027330	657.34	KBC TOOLS INC	Instructional Supplies	SP		6/10/2013
13-P0027331	40.00	COUNTY OF ORANGE	Other Licenses & Fees			6/10/2013
13-P0027332	75.60	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		6/10/2013
13-P0027333	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/10/2013
13-P0027334	147.01	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		6/10/2013
13-P0027335	459.00	STITCH ABOVE	Non-Instructional Supplies	SP		6/10/2013
13-P0027336	85.22	FLINN SCIENTIFIC INC	Instructional Supplies	SP		6/10/2013
13-P0027337	7,900.00	DELCO ELECTRIC ENTERPRISES INC	Contracted Services	SP		6/10/2013
13-P0027338	625.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			6/11/2013
13-P0027339	10,385.00	PEZESHKI ENGINEERING INC	Buildings - Engineering Costs	SP	BOND	6/11/2013
13-P0027340	650.00	PROVO ENGINEERING	Sites - Licenses, Fees & Taxes	SP	BOND	6/11/2013
13-P0027341	4,150.00	EXECUTIVE ENVIRONMENTAL	Buildings - Construction Tests	SP		6/11/2013
13-P0027342	6,825.00	PEZESHKI ENGINEERING INC	Site Improv- Engineering Costs	SP	BOND	6/11/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0027343	2,117.84	B & H PHOTO VIDEO INC	Instructional Supplies	SP		6/12/2013
* 13-P0027344	1,391.04	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		6/12/2013
* 13-P0027345	206.52	BESTWAY LAUNDRY SOLUTIONS	Repair & Replacement Parts			6/12/2013
13-P0027346	15,000.00	RAUBOLT CONSULTING SVCS INC	Contracted Services			6/12/2013
13-P0027347	315.00	C. E. MECHANICAL INC	Contracted Repair Services	SP		6/12/2013
13-P0027348	58.67	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/12/2013
13-P0027349	133.40	MIDWEST LIBRARY SVC	Library Books	SP		6/12/2013
13-P0027350	178.78	GALE GROUP	Library Books	SP		6/12/2013
13-P0027351	365.00	CASILLAS JOSEPH ANTHONY	Contracted Repair Services	SP		6/12/2013
13-P0027352	300.00	LITTLE CAESAR ENTERPRISES INC	Food and Food Service Supplies	SP		6/12/2013
13-P0027353	1,200.00	ORANGE CJ LLC	Food and Food Service Supplies	SP		6/12/2013
13-P0027354	977.00	ALBERTSON'S	Food and Food Service Supplies	SP		6/12/2013
13-P0027355	825.00	SMART & FINAL	Food and Food Service Supplies	SP		6/12/2013
13-P0027356	750.00	SANTIAGO HILLS AUTO SPA INC	Food and Food Service Supplies	SP		6/12/2013
13-P0027357	708.25	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			6/12/2013
13-P0027358	2,060.64	TROXELL COMM INC	Instructional Supplies	SP		6/12/2013
13-P0027359	800.00	RSCCD	Transportation - Student	SP		6/13/2013
13-P0027360	7,490.29	CITY OF VERNON	Instructional Agrmt - Salary			6/13/2013
13-P0027361	4,624.10	CITY OF UPLAND	Instructional Agrmt - Salary			6/13/2013
13-P0027362	24,813.60	CITY OF SAN BERNARDINO FIRE DEPT	Instructional Agrmt - Salary			6/13/2013
* 13-P0027363	33,218.31	CITY OF ORANGE	Instructional Agrmt - Salary	SP		6/13/2013
13-P0027364	495.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/13/2013
13-P0027365	27,086.54	CITY OF ONTARIO	Instructional Agrmt - Salary	SP		6/13/2013
13-P0027366	22,038.79	CITY OF MONTEBELLO	Instructional Agrmt - Salary	SP		6/13/2013
13-P0027367	37,847.96	CITY OF HUNTINGTON BEACH	Instructional Agrmt - Salary	SP		6/13/2013
13-P0027368	1,725.00	7-FOURTEEN	Supplies Paid for Students	SP		6/13/2013
13-P0027369	17,659.50	CITY OF COSTA MESA	Instructional Agrmt - Salary	SP		6/13/2013
13-P0027370	68,943.00	CITY OF CORONA	Instructional Agrmt - Salary	SP		6/13/2013
* 13-P0027371	19,466.63	CHINO VALLEY INDEPENDENT	Instructional Agrmt - Salary	SP		6/13/2013
13-P0027372	811.50	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	6/13/2013
13-P0027373	2,000.00	WATERLINE TECHNOLOGIES	Non-Instructional Supplies			6/17/2013
* 13-P0027374	1,534.41	DELL COMPUTER	Equipment - Federal Progs >200	SP		6/17/2013
13-P0027375	375.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			6/17/2013
13-P0027376	2,000.00	EXECUTIVE ENVIRONMENTAL	Buildings - Construction Tests	SP		6/17/2013
13-P0027377	1,023.10	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		6/17/2013

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5.35 (4)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0027378	61.50	CI BUSINESS EQUIPMENT INC	Non-Instructional Supplies			6/17/2013
* 13-P0027379	6,290.68	SPINITAR PRESENTATION PRODUCTS	Equipment - All Other > \$1,000	SP		6/17/2013
13-P0027380	15,648.36	NTH GENERATION COMPUTING INC	Equipment - All Other > \$1,000	SP		6/17/2013
13-P0027381	57.50	WESTERN POWER SYSTEMS	Contracted Repair Services			6/17/2013
13-P0027382	1,656.03	SO CAL LAND MAINTENANCE INC	Contracted Repair Services			6/17/2013
13-P0027383	15,648.36	NTH GENERATION COMPUTING INC	Equipment - All Other > \$1,000	SP		6/17/2013
13-P0027384	635.99	AMERICAN EXPRESS	Conference Expenses	SP		6/18/2013
13-P0027386	2,500.00	WALLNER ELIZABETH A	Reproduction/Printing Expenses	SP		6/18/2013
13-P0027387	356.40	ACT	Non-Instructional Supplies	SP		6/18/2013
13-P0027388	179.00	IANNACCONE JUDITH A	Conference Expenses			6/18/2013
13-P0027389	400.00	MOLAA	Fees Paid for Students	SP		6/18/2013
13-P0027390	25.00	CALIF SCIENCE CTR	Fees Paid for Students	SP		6/18/2013
13-P0027391	350.00	DON BOOKSTORE	Stipends Paid to Students	SP		6/18/2013
13-P0027392	79.00	ORANGE COUNTY BUSINESS JOURNAL	Books, Mags & Ref Mat, Non-Lib	SP		6/18/2013
13-P0027393	2,880.00	ONTARIO CHAMBER OF COMMERCE	Rental - Facility (Short-term)	SP		6/18/2013
13-P0027394	408.22	GALE GROUP	Library Books	SP		6/18/2013
13-P0027395	2,277.00	DON BOOKSTORE	Other Exp Paid for Students	SP		6/18/2013
13-P0027396	33.00	WELLS FARGO BANK	Books, Mags & Ref Mat, Non-Lib			6/18/2013
13-P0027398	32,961.60	CITY OF RANCHO CUCAMONGA	Instructional Agrmt - Salary			6/19/2013
13-P0027399	12,548.44	CITY OF ANAHEIM	Instructional Agrmt - Salary			6/19/2013
13-P0027400	7,311.10	CITY OF FOUNTAIN VALLEY	Instructional Agrmt - Salary			6/19/2013
13-P0027401	13,529.29	CITY OF LAGUNA BEACH	Instructional Agrmt - Salary			6/19/2013
13-P0027402	17,742.69	CITY OF WEST COVINA	Instructional Agrmt - Salary			6/19/2013
13-P0027403	155.93	TRL SYSTEMS INC	Contracted Repair Services			6/19/2013
13-P0027404	380.00	WESTERN POWER SYSTEMS	Contracted Repair Services			6/19/2013
13-P0027405	44.25	DAMON DAVID W	Contracted Services	SP		6/19/2013
13-P0027406	44.25	SHERMAN RICK	Contracted Services	SP		6/19/2013
13-P0027407	4,700.00	ICEED INT'L CONSORTIUM FOR	Contracted Services	SP		6/19/2013
13-P0027408	971.82	WESTERN POWER SYSTEMS	Contracted Repair Services			6/19/2013
13-P0027409	1,500.00	INTERNACIONALES DE LA MODA	Contracted Services	SP		6/19/2013
13-P0027410	3,000.00	CHEGG INC	Reproduction/Printing Expenses			6/19/2013
13-P0027411	3,349.50	DELHI CENTER	Rental - Facility (Short-term)	SP		6/19/2013
13-P0027412	1,939.00	OC CHILDREN'S THERAPUTIC ART CTR	Rental - Facility (Short-term)	SP		6/19/2013
13-P0027413	1,780.63	OUR LADY OF THE PILLAR CHURCH	Rental - Facility (Short-term)	SP		6/19/2013
13-P0027414	1,585.50	TRINITY CRISTO REY LUTHERAN	Rental - Facility (Short-term)	SP		6/19/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0027415	59.00	DAMON DAVID W	Contracted Services	SP		6/19/2013
13-P0027416	1,700.00	JETZAMINA J. TORRES	Conference Expenses	SP		6/19/2013
13-P0027417	7,898.18	COR O VAN MOVING	Buildings - Relocation/Moving	SP		6/19/2013
13-P0027418	68.00	DOUGLAS ELDRIDGE	Legal Expenses			6/20/2013
13-P0027420	3,377.50	CITY OF CORONA	Instructional Agrmt - Salary			6/20/2013
13-P0027421	278.30	SANDY BOYD INC	Contracted Repair Services			6/20/2013
13-P0027423	221.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			6/20/2013
13-P0027424	5,000.00	JORGE ALBERTO	Contracted Services	SP		6/20/2013
13-P0027425	280.78	CLEAN SOURCE INC	Non-Instructional Supplies			6/20/2013
13-P0027426	1,284.00	DON BOOKSTORE	Non-Instructional Supplies	SP		6/20/2013
13-P0027427	259.20	SUSAN BLACKWOOD LEEDY	Non-Instructional Supplies	SP		6/20/2013
13-P0027428	5,000.00	PORTER BOILER SERVICE INC	Contracted Repair Services	SP		6/20/2013
13-P0027429	500.00	CADAVID MAURICIO	Contracted Services	SP		6/24/2013
13-P0027430	3,000.00	ORTIZ REBECCA VASQUEZ	Contracted Services	SP		6/24/2013
13-P0027431	64,600.00	WESTBERG & WHITE INC	Buildings - Architects Fee	SP	BOND	6/24/2013
13-P0027432	22,500.00	WESTBERG & WHITE INC	Buildings - Architects Fee	SP	BOND	6/24/2013
13-P0027433	415,000.00	WESTBERG & WHITE INC	Site Improv - Architects Fee	SP	BOND	6/24/2013
13-P0027434	14,000.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		6/24/2013
13-P0027435	1,400.00	TEAM ONE MANAGEMENT	Contracted Services			6/24/2013
13-P0027436	1,837.57	BLANKENSHIP, SHARLENE	Contracted Repair Services			6/24/2013
13-P0027437	1,264.09	WESTERN POWER SYSTEMS	Contracted Repair Services			6/24/2013
13-P0027438	294.90	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/24/2013
13-P0027439	2,415.00	ERIC ELIZALDE	Maint/Oper Service Agreements			6/24/2013
13-P0027440	286,306.94	THE GARLAND CO INC	Building Improvements	SP		6/24/2013
13-P0027441	1,700.00	SMART & FINAL	Food and Food Service Supplies	SP		6/24/2013
13-P0027443	400.00	RP GROUP	Conference Expenses	SP		6/24/2013
13-P0027445	400.00	ARACELY MORA	Conference Expenses	SP		6/24/2013
13-P0027446	850.00	CALIFORNIA SMALL BUSINESS ASSOC	District Business/Sponsorships	SP		6/24/2013
13-P0027448	13,575.00	EXECUTIVE ENVIRONMENTAL	Buildings - Contracted Svcs	SP	BOND	6/24/2013
13-P0027449	174.00	CITY OF ORANGE	Public Agencies' Assess & Fees			6/24/2013
13-P0027451	2,415.00	DON BOOKSTORE	Other Exp Paid for Students	SP		6/25/2013
13-P0027452	2,555.28	PACIFIC ATHLETIC WEAR INC	Non-Instructional Supplies	SP		6/25/2013
13-P0027453	331.09	WESTERN POWER SYSTEMS	Contracted Repair Services			6/25/2013
13-P0027454	3,811.50	EL SOL SCIENCE & ART'S	Rental - Facility (Short-term)	SP		6/25/2013
13-P0027455	90,515.10	SAN BERNARDINO COUNTY	Instructional Agrmt - Salary			6/25/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0027456	16,930.04	CITY OF FULLERTON	Instructional Agrmt - Salary			6/25/2013
13-P0027457	12,712.15	CITY OF BREA	Instructional Agrmt - Salary			6/25/2013
13-P0027458	17,123.21	CITY OF LA VERNE	Instructional Agrmt - Salary			6/25/2013
13-P0027459	9,185.58	CITY OF REDLANDS	Instructional Agrmt - Salary			6/25/2013
13-P0027460	273,988.75	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Salary			6/25/2013
13-P0027461	5,000.00	NELSON FREJA	Awards & Incentives	SP		6/27/2013
13-P0027462	2,255.00	DON BOOKSTORE	Instructional Supplies	SP		6/27/2013
13-P0027463	19,936.83	DOWNEY FIRE DEPT	Instructional Agrmt - Salary			6/27/2013
13-P0027464	3,578.67	CITY OF MONTCLAIR	Instructional Agrmt - Salary			6/27/2013
13-P0027465	523.50	ACTION DOOR CONTROLS INC	Contracted Repair Services			6/27/2013
13-P0027466	364.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			6/27/2013
13-P0027471	1,050.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		6/27/2013
13-P0027472	2,100.00	FIRST UNITED METHODIST CHURCH	Rental - Facility (Short-term)	SP		6/27/2013
13-P0027473	230,918.36	DON BOOKSTORE	Due to Bookstore - FA Link			6/27/2013
* 13-P0027477	35,802.00	SANTA ANA UNIFIED SCHOOL DIST	Rental - Facility (Short-term)	SP		6/27/2013
13-P0027479	12,500.00	PALOMAR COLLEGE	Contracted Services	SP		6/28/2013
13-P0027483	1,133.34	ACADEMY ELECTRIC INC	Contracted Repair Services			6/27/2013
13-P0027484	1,391.08	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/27/2013
13-P0027485	383.50	BLANKENSHIP, SHARLENE	Contracted Repair Services			6/27/2013
13-P0027486	9,833.57	CIRKS CONSTRUCTION INC	Contracted Repair Services	SP		6/27/2013
13-P0027490	3,058.00	DE LA TORRE COMMERCIAL	Site Improv - Contracted Svcs	SP	BOND	6/27/2013
13-P0027497	73,100.00	WESTBERG & WHITE INC	Buildings - Architects Fee	SP	BOND	6/27/2013
13-P0027500	7,535.42	RYDIN DECAL	Non-Instructional Supplies			6/28/2013
13-P0027548	1,531.50	THOMAS M. POYER ENTERPRISES, INC	Instructional Supplies	SP		6/28/2013
13-P0139304	50,000.00	LOS RIOS COMM COLLEGE DIST	Contracted Services	SP		6/4/2013
13-P0139305	100,000.00	THE WRIGHT GROUP INC	Legal Expenses			6/11/2013

Grand Total: \$ 2,746,904.88

5.35 (7)

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 30, 2013 THROUGH JUNE 29, 2013
BOARD MEETING OF JULY 22, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0027247	\$18,371.00	Painting of (9) doors in J building at Santa Ana College	SAC-Administrative Services	Received Quotations: 1) *A J Fister Corp 2) C.A. Granger Construction Inc. *Successful Bidder
13-P0027275	\$40,000.00	Professional planning services for campus wide space program related to the new Science Building at Santa Ana College	DO-Facility Planning	Board approved: May 6, 2013
13-P0027276	\$38,000.00	Architectural consulting services to prepare and submit project proposals for state funding of capital projects for Santa Ana College Fine & Performing Arts, Santiago Canyon College Student Services and Five Year Construction Plan	DO-Facility Planning	Board approved: May 6, 2013
13-P0027278	\$20,240.00	Software licenses and technical support for VMWare, Vsphere, Enterprise Plus (V5) processor	DO-ITS	Additional software licenses needed as an enhancement to the existing software in order to manage district servers
13-P0027286	\$43,726.56	HP servers and related components	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27164 Board approved: November 16, 2009
13-P0027310	\$35,000.00	Engineering services for Santa Ana land surveying related to the Central Plant Design and Underground Utilities Replacement project	DO-Facility Planning	Board approved: April 15, 2013
13-P0027312	\$24,204.79	Upward Bound Math and Science Summer Residential program	SCC-Upward Bound	Board approved: May 6, 2013

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 30, 2013 THROUGH JUNE 29, 2013
BOARD MEETING OF JULY 22, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0027323	\$37,242.60	Annual maintenance cost for parkway and median landscaping surrounding Santiago Canyon College	SCC-Administrative Services	Board approved: June 25, 2007
13-P0027346	\$15,000.00	Consulting services to assist with various network and architectural design projects	DO-ITS	Board approved: May 6, 2013
13-P0027362	\$24,813.60	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: January 22, 2008
13-P0027363	\$33,218.31	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: January 22, 2008
13-P0027365	\$27,086.54	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: May 12, 2008
13-P0027366	\$22,038.79	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: December 8, 2008
13-P0027367	\$37,847.96	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: November 19, 2007
13-P0027369	\$17,659.50	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: December 10, 2007
13-P0027370	\$68,943.00	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: May 27, 2008
13-P0027371	\$19,466.63	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: April 7, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 30, 2013 THROUGH JUNE 29, 2013
BOARD MEETING OF JULY 22, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0027380	\$15,648.36	HP server and related components	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27164 Board approved: November 16, 2009
13-P0027383	\$15,648.36	HP server and related components	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27164 Board approved: November 16, 2009
13-P0027398	\$32,961.60	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: December 10, 2007
13-P0027402	\$17,742.69	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: June 30, 2008
13-P0027431	\$64,600.00	Architectural services related to the Santiago Canyon College Campus Wide Interior Lighting Energy Audit project	DO-Facility Planning	Board approved: June 17, 2013
13-P0027432	\$22,500.00	Architectural services related to the District Office Interior Lighting Energy Audit project	DO-Facility Planning	Board approved: June 17, 2013
13-P0027433	\$415,000.00	Architectural services related to Phase 2 - Central Plant Construction Documentation Services and Campus Wide Infrastructure Replacement project for Santa Ana College	DO-Facility Planning	Board approved: June 17, 2013
13-P0027440	\$286,306.94	Roofing materials related to the Roofing System project for Santiago Canyon College - Building D	DO-Facility Planning	Purchased from the California Multiple Award Schedule (CMAS) Contract #4-01-56-0006A Board approved: June 17, 2013

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 30, 2013 THROUGH JUNE 29, 2013
BOARD MEETING OF JULY 22, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0027455	\$90,515.10	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: March 10, 2008
13-P0027456	\$16,930.04	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: February 4, 2008
13-P0027458	\$17,123.21	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: June 30, 2008
13-P0027460	\$273,988.75	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: May 12, 2008
13-P0027463	\$19,936.83	Instructional hours for Fire Technology training for Fall 2012	SAC-Fire Technology	Board approved: May 27, 2008
13-P0027473	\$230,918.36	Direct payment for purchasing of textbooks by students using their financial aid fund	SAC-Student Business Office	
13-P0027477	\$35,802.00	Facilities lease in various SAUSD sites for Spring 2013	CEC	Board approved: November 20, 2006
13-P0027497	\$73,100.00	Architectural services related to Santa Ana College Campus Wide Interior Lighting Energy Audit project	DO-Facility Planning	Board approved: June 17, 2013
13-P0139304	\$50,000.00	Sub-agreement with Los Rios CCD to implement the Youth Entrepreneurship Program (YEP)	DO-Educational Services	Board approved: April 1, 2013
13-P0139305	\$100,000.00	Professional services to conduct background check, surveillance and security consulting	DO-Risk Management	Board approved: August 20, 2012

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

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Agreement for Special Services – Atkinson, Andelson, Loya, Ruud & Romo	
Action:	Request for Approval	

BACKGROUND

The district utilizes a number of law firms for specialized legal services. The law firm of Atkinson, Andelson, Loya, Ruud & Romo (AALRR) specializes in the representation of California educational agencies.

ANALYSIS

The current contract with AALRR expired on June 30, 2013. The firm is currently representing the district on construction matters and the Orange County funding dispute. The proposed agreement for services between the district and AALRR for the period of 2013-14 includes a slight increase in rates. The administration recommends that this agreement be renewed for an additional twelve month period through June 30, 2014.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Atkinson, Andelson, Loya, Ruud & Romo for the period of July 1, 2013 through June 30, 2014 as presented.

Fiscal Impact:	Based upon utilization	Board Date: July 22, 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	

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the “Agreement”) is made this 1st day of July 2013, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as “Attorney” or the “Law Firm” and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “District”.

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services on the District’s behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2013, through June 30, 2014. For the period July 1, 2013, through June 30, 2014, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$270.00
Partners/Senior Counsel	\$260.00
Senior Associates	\$260.00
Associates	\$215.00
Non-Legal Consultants	\$160.00
Senior Paralegals/Law Clerks	\$165.00
Paralegals/Legal Assistants	\$145.00

The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school finance, bankruptcy, copyright, non-profit organizations, and appellate law, the District agrees to pay the Law Firm an hourly rate higher than the above-stated rates, subject to the prior approval of the District. The District shall be informed of such specialized services and rates prior to any billings by the Law Firm.

V. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement. Although the Law Firm has a financial interest in the work

performed by these consultants, the Law Firm is not suggesting or recommending the District utilize consultant services but, rather, offers their services as an accommodation to the District at its sole discretion.

VI. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

VII. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VIII. DURATION

This Agreement shall be effective July 1, 2013, through June 30, 2014, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

IX. EXECUTION DATE

This Agreement is entered into this 1st day of July, 2013.

“Law Firm”
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
WARREN S. KINSLER

“District”
RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

Dated: _____

By: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: July 22, 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>
<u>Fiscal Year 2012/2013</u>		
1. Basic Skills Initiative (SAC/SCC) – <i>Augmentation</i> Second Principal (P2) apportionment increase of funds from the California Community Colleges Chancellor’s Office to be used to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, research and purchase of instructional materials directly related to the enhancement of basic skills in educational programs. (12/13). <i>No match required.</i> Santa Ana College \$13,458 Santiago Canyon College \$28,436	06/24/2013	\$41,894
<u>Fiscal Year 2013/2014</u>		
2. Career and Technical Education Act (CTEA) Title I-B – Vocational Research and Accountability Advisory Committee (SCC) Funds from the California Community Colleges Chancellor’s Office - Carl D. Perkins Career and Education Act of 2006 (Perkins IV) federal funds to serve as an advisory committee to the State Chancellor’s Office on federal and state workforce accountability measures and career technical education research. (13/14). <i>No match required.</i>	07/01/2013	\$38,000
3. Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC) Funds from the California Community Colleges Chancellor’s Office - Carl D. Perkins Career and Education Act of 2006 (Perkins IV) federal funds to develop and strengthen career and technical education programs at the post-secondary level. (13/14). <i>No match required.</i>	07/01/2013	\$1,465,613

Fiscal Impact: \$3,371,226	Board Date: July 22, 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	

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
4.	College Assistance Migrant Program (CAMP) – Year 2 (SCC) Year two of a five-year grant from the U. S. Department of Education to assist migrant students to complete their first academic year of college and to continue in post-secondary education. (13/14). <i>No match required.</i>	07/01/2013	\$414,219
5.	Deputy Sector Navigator - Global Trade & Logistics (District) Grant award from the California Community Colleges Chancellor’s Office Workforce & Economic Development Division to support the Global Trade and Logistics Deputy Sector Navigator; to improve workforce training within this sector; provide in-region investments within education and industry partners to develop faculty collaboratives, certificate programs, articulation of curriculum between secondary and post-secondary educational systems in Global Trade career pathways; and provide work-based learning, internship opportunities and professional development opportunities. (13/14). <i>The match required is \$200,000 that consists of district funded staff at \$128,606, SBA Jobs Act CITA (federal-funds) at \$62,844 and ICEED in-kind contribution at \$8,550.</i>	07/09/2013	\$300,000
6.	Deputy Sector Navigator – Information & Communication Technologies (ICT)/Digital Media (District) Grant award from the California Community Colleges Chancellor’s Office Workforce & Economic Development Division to support the ICT/Digital Media Deputy Sector Navigator to improve workforce training within the sector; provide in-region investments within education and industry partners to develop faculty collaboratives, certificate programs, articulation of curriculum between secondary and post-secondary educational systems in ICT/Digital Media career pathways; and provide work-based learning, internship opportunities and professional development opportunities. (13/14). <i>The match required is \$200,000 that consists of district funded staff at \$161,475 and in-kind contributions from industry partners at \$87,500.</i>	07/09/2013	\$300,000
7.	Deputy Sector Navigator – Retail Hospitality/Tourism/Learn and Earn (District) Grant award from the California Community Colleges Chancellor’s Office Workforce & Economic Development Division to support the Retail Hospitality/Tourism/Learn and Earn Deputy Sector Navigator; to improve workforce training within this sector; provide in-region investments within education and industry partners to develop faculty collaboratives, certificate programs, articulation of curriculum between secondary and post-secondary educational systems in Hospitality/Tourism career pathways; and provide work-based learning, internship opportunities and professional development opportunities. (13/14). <i>The match required is \$200,000 that consists of district funded staff at \$72,153 and in-kind contributions from contract education and industry partners at \$129,315.</i>	07/09/2013	\$300,000

Fiscal Impact: \$3,371,226	Board Date: July 22, 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	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>8. Deputy Sector Navigator – Small Business (District) Grant award from the California Community Colleges Chancellor’s Office Workforce & Economic Development Division to support the Small Business Deputy Sector Navigator; to focus on business development and job creation within this sector; provide in-region investments within education and industry partners, and develop curriculum and program that meet the needs of entrepreneurs through entrepreneurial studies, informational workshops/ seminars, and one-one consulting and support services with subject matter business experts, all within a fully braided model leveraging resources and capabilities of the Orange County SBDC. (13/14). <i>The match required is \$200,000 that consists of district funded staff at \$200,000. In addition, leveraged resource from the Orange County SBDC (SBA/CSUF federal-funds) at \$534,531.</i></p>	07/09/2013	\$300,000
<p>9. Industry Driven Regional Collaborative (SCC) Sub-award from the Grossmont-Cuyamaca Community College District (GCCCCD) to provide professional development opportunities for Water Utility Science faculty, curriculum development, instructional supplies as well as travel costs associated with statewide water activities. (13/14). <i>No match required.</i></p>	07/01/2013	\$17,000
<p>10. Math, Engineering and Science Achievement (MESA) Program - (SAC) Second year of a five-year renewal grant from the California Community Colleges Chancellor’s Office to continue the existing MESA program, which provides academic, enrichment activities, and support services to eligible science, mathematics, computer science, and engineering students, in order to increase the number of disadvantaged students who transfer to college/ university programs. (13/14). <i>The match required is \$50,500; the actual match contribution is \$184,775 that consists of the MESA Director (75%), the MESA Student Services Coordinator (50%), and benefits for both. All benefits for these full-time positions are unallowable costs to the grant.</i></p>	07/01/2013	\$50,500
<p>11. Santa Ana Middle College High School (SAC) Funds from the California Community Colleges Chancellor’s Office to continue the existing Middle College High School, which provides a supportive, academically challenging environment for high ability, at risk youth leading to a rich high school education, independence and success in college and beyond. (13/14). <i>The match required is 1-to-1. Santa Ana Unified School District will provide the entire amount of the required match by funding the MCHS Principal’s salary and benefits.</i></p>	07/01/2013	\$99,000

Fiscal Impact: \$3,371,226	Board Date: July 22, 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	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
12. SBDC - Union Bank Small Business Technical Assistance Program (District) First year of a three-year grant award from the Union Bank Foundation to the Orange County SBDC to provide one-on-one consulting, technical training, and loan facilitation to low-to-moderate income small business owners and entrepreneurs. (13/14). <i>No match required.</i>	05/07/2013	\$45,000

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: \$3,371,226	Board Date: July 22, 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 #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (Credit)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/2012 - 6/30/2015

CONTRACT INCOME: \$199,567

Adjustment (P1): -\$5,383

P1 Total \$194,184

Augmentation (P2): \$5,383

P2 Total \$199,567

PRJ. ADMIN. Linda Rose

PRJ. DIR. Mary Huebsch

Date: 7/9/2013

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2082-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		12,136		12,136		
12-2082-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	12,136		12,136			
	2082 - BSI 13-Prog/Curr Plan & Dev	12,136	12,136	12,136	12,136	0	0
12-2083-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		3,586		3,586		
12-2083-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	3,586		3,586			
	2083 - BSI 13-Student Assessment	3,586	3,586	3,586	3,586	0	0
12-2084-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		9,492		9,492		
12-2084-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	9,492		9,492			
	2084 - BSI 13-Advisement/Counseling	9,492	9,492	9,492	9,492	0	0
12-2085-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		67,381		67,381		
12-2085-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	67,381		67,381			
	2085 - BSI 13-Suppl Instr & Tutoring	67,381	67,381	67,381	67,381	0	0
12-2086-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		4,000		4,000		
12-2086-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	4,000		4,000			
	2086 - BSI 13-Articulation	4,000	4,000	4,000	4,000	0	0
12-2087-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		0		0		
12-2087-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	0		0			
	2087 - BSI 13-Instr Materials/Equipment	0	0	0	0	0	0
12-2088-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		97,589		102,972		5,383
12-2088-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off <i>Coordination @ \$76,119; Research @ \$7,994; Professional Development @ \$18,859</i>	97,589		102,972		5,383	
	2088 - BSI 13-Coord/Research/Staff Dvlp	97,589	97,589	102,972	102,972	5,383	5,383
	TOTAL - Basic Skills Initiative -12/13 (SAC)	194,184	194,184	199,567	199,567	5,383	5,383

6.1 (5)

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (non-credit)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$299,350
 Adjustment (P1): -\$8,075
P1 Total \$291,275
 Augmentation (P2): \$8,075
P2 Total \$299,350

PRJ. ADMIN. James Kennedy
 PRJ. DIR. Sergio Sotelo
 Date: 07/09/2013

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2082-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		62,215		62,215		
12-2082-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	62,215		62,215			
	2082 - BSI 13-Prog/Curr Plan & Dev	62,215	62,215	62,215	62,215	0	0
12-2083-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		2,160		2,160		
12-2083-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	2,160		2,160			
	2083 - BSI 13-Student Assessment	2,160	2,160	2,160	2,160	0	0
12-2084-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		76,414		76,414		
12-2084-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	76,414		76,414			
	2084 - BSI 13-Advisement/Counseling	76,414	76,414	76,414	76,414	0	0
12-2085-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		47,056		47,056		
12-2085-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	47,056		47,056			
	2085 - BSI 13-Suppl Instr & Tutoring	47,056	47,056	47,056	47,056	0	0
12-2086-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		38,072		38,072		
12-2086-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	38,072		38,072			
	2086 - BSI 13-Articulation	38,072	38,072	38,072	38,072	0	0
12-2087-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		23,778		23,778		
12-2087-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	23,778		23,778			
	2087 - BSI 13-Instr Materials/Equipment	23,778	23,778	23,778	23,778	0	0
12-2088-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		41,580		49,655		8,075
12-2088-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In <i>Coordination @ \$49,655; Research -0-; Prof. Dvlp. -0-</i>	41,580		49,655		8,075	
	2088 - BSI 13-Coord/Research/Staff Dvlp	41,580	41,580	49,655	49,655	8,075	8,075
	TOTAL - Basic Skills Initiative -12/13 (CEC)	291,275	291,275	299,350	299,350	8,075	8,075

6.1 (6)

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/2012 - 6/30/2015

CONTRACT INCOME: \$184,758

Adjustment (P1): **-\$28,436**

P1 Total \$156,322

Augmentation (P2): \$28,436

P2 Total \$184,758

PRJ. ADMIN. Aracely Mora

PRJ. DIR. n/a

Date: 07/09/2013

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2082-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		91,322		109,758		18,436
12-2082-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	91,322		109,758		18,436	
	2082 - BSI 13-Prog/Curr Plan & Dev	91,322	91,322	109,758	109,758	18,436	18,436
12-2083-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		4,000		4,000		
12-2083-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	4,000		4,000			
	2083 - BSI 13-Student Assessment	4,000	4,000	4,000	4,000	0	0
12-2084-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		20,000		20,000		
12-2084-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	20,000		20,000			
	2084 - BSI 13-Advisement/Counseling	20,000	20,000	20,000	20,000	0	0
12-2085-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		36,000		46,000		10,000
12-2085-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	36,000		46,000		10,000	
	2085 - BSI 13-Suppl Instr & Tutoring	36,000	36,000	46,000	46,000	10,000	10,000
12-2086-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		0		0		
12-2086-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	0		0			
	2086 - BSI 13-Articulation	0	0	0	0	0	0
12-2087-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		5,000		5,000		
12-2087-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	5,000		5,000			
	2087 - BSI 13-Instr Materials/Equipment	5,000	5,000	5,000	5,000	0	0
12-2088-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		0		0		
12-2088-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	0		0			
	2088 - BSI 13-Coord/Research/Staff Dvlp	0	0	0	0	0	0
	TOTAL - Basic Skills Initiative -12/13 (SCC)	156,322	156,322	184,758	184,758	28,436	28,436

6.1 (7)

SPECIAL PROJECT DETAILED BUDGET: #1609

NAME: Perkins I-B - Vocational Research and Accountability Advisory Committee (VERATAC)

FISCAL YEAR: 2013/2014

CONTRACT TERM: **07/01/13 - 6/30/14**

PROJ ADM: Corine Doughty

CONTRACT AMOUNT: **\$ 38,000**

DATE: 07/10/13

RFA No. 013-0171-001

GL Account String					Description	Debit	Credit
Fd	Prj	Tops	Dept	Code			
12	1609	000000	20000	8170	VTEA : Santiago Canyon College		38,000
12	1609	679000	20000	5865	Indirect Cost : Santiago Canyon College	1,461	
12	1609	675000	25205	5210	Conference Expenses : Career Education Office	11,000	
12	1609	679000	25205	4710	Food and Food Services Supplies	1,000	
12	1609	679000	25205	4610	Non-Instructional Supplies	1,350	
12	1609	679000	25205	5100	Contracted Services	18,750	
12	1609	679000	25205	2320	Classified Employees - Hourly	4,139	
12	1609	679000	25205	3215	PERS - Non-Instructional	-	
12	1609	679000	25205	3315	OASDI - Non-Instructional	-	
12	1609	679000	25205	3325	Medicare - Non-Instructional	60	
12	1609	679000	25205	3335	PARS - Non-Instructional	54	
12	1609	679000	25205	3435	H & W - Retiree Fund Non-Inst	41	
12	1609	679000	25205	3515	SUI - Non-Instructional	46	
12	1609	679000	25205	3615	WCI - Non-Instructional	99	
						38,000	38,000

6.1 (8)

SPECIAL PROJECT DETAILED BUDGET #1800
NAME: CTE IC (VTEA) - Accountability/Evaluations
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$49,841
 CFDA #: 84.048A

PROJ. ADM. John Didion
 PROJ. DIR. Nga Pham

DATE: 05/20/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1800-000000-50000-8170	VTEA : District Operations		50,322		49,841	481	
12-1800-675000-53340-5210	Conference Expenses : Research	554		-			554
12-1800-679000-53340-2130	Classified Employees : Research	32,976		33,446		470	
12-1800-679000-53340-3215	PERS - Non-Instructional : Research	3,743		3,819		76	
12-1800-679000-53340-3315	OASDHI - Non-Instructional : Research	2,066		1,375			691
12-1800-679000-53340-3325	Medicare - Non-Instructional : Research	483		322			161
12-1800-679000-53340-3415	H & W - Non-Instructional : Research	7,039		8,636		1,597	
12-1800-679000-53340-3435	H & W - Retiree Fund Non-Inst : Research	333		340		7	
12-1800-679000-53340-3515	SUI - Non-Instructional : Research	536		547		11	
12-1800-679000-53340-3615	WCI - Non-Instructional : Research	800		816		16	
12-1800-679000-53340-3915	Other Benefits - Non-Instruct : Research	540		540		-	-
12-1800-679000-53340-4610	Non-Instructional Supplies : Research	300		-			300
12-1800-679000-53340-6411	Equipment - Federal Progs >200 : Research	952		-			952
Total Project 1800 VTEA/CTE IC-Accountability		50,322	50,322	49,841	49,841	2,658	2,658

(6) 1'9

SPECIAL PROJECT DETAILED BUDGET #1801
NAME: CTE IC (VTEA) - Administration & Partnership Development
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$67,408
 CFDA #: 84.048A

PROJ. ADM. John Didion
 PROJ. DIR. Sarah Santoyo

DATE: 05/20/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1801-000000-50000-8170	VTEA : District Operations		68,736		67,408	1,328	
12-1801-675000-53345-5210	Conference Expenses : Res Dev	1,500		1,000			500
12-1801-679000-53345-2130	Classified Employees : Res Dev	43,903		45,745		1,842	
12-1801-679000-53345-3215	PERS - Non-Instructional : Res Dev	5,012		5,223		211	
12-1801-679000-53345-3315	OASDHI - Non-Instructional : Res Dev	2,776		2,891		115	
12-1801-679000-53345-3325	Medicare - Non-Instructional : Res Dev	649		676		27	
12-1801-679000-53345-3415	H & W - Non-Instructional : Res Dev	7,493		8,234		741	
12-1801-679000-53345-3435	H & W - Retiree Fund Non-Inst : Res Dev	448		466		18	
12-1801-679000-53345-3515	SUI - Non-Instructional : Res Dev	721		751		30	
12-1801-679000-53345-3615	WCI - Non-Instructional : Res Dev	1,075		1,119		44	
12-1801-679000-53345-3915	Other Benefits - Non-Instruct : Res Dev	878		878		-	-
12-1801-679000-53345-4610	Non-Instructional Supplies : Res Dev	500		425			75
12-1801-679000-53345-6411	Equipment - Federal Progs >200 : Res Dev	3,781		-			3,781
Total Project 1801 VTEA/CTE IC-Adm Partnership Dev		68,736	68,736	67,408	67,408	4,356	4,356

6.1 (10)

SPECIAL PROJECT DETAILED BUDGET #1802
NAME: CTE IC (VTEA) - Automotive Technology (SAC-0948.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$112,000
 CFDA #: 84.048A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. Glen Hammonds

DATE: 05/20/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1802-000000-10000-8170	VTEA : Santa Ana College		108,254		112,000		3,746
12-1802-094800-15751-4310	Instructional Supplies : Automotive Technolog	8,254		-			8,254
12-1802-094800-15751-6411	Equipment - Federal Progs >200 : Automotive T	100,000		101,000		1,000	
12-1802-094800-15751-6414	Equipment - Software > \$1,000 : Automotive Te	-		11,000		11,000	
Total Project 1802 VTEA/CTE IC-C/I Auto Tech (TOP 0948.00)		108,254	108,254	112,000	112,000	12,000	12,000

6.1 (11)

SPECIAL PROJECT DETAILED BUDGET #1803
NAME: CTE IC (VTEA) - Office Technology (SAC-0514.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$6,068
 CFDA #: 84.048A

PROJ. ADM. Allen Dooley
 PROJ. DIR. Dena Montiel

DATE: 05/20/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1803-000000-10000-8170	VTEA : Santa Ana College		7,748		6,068	1,680	-
12-1803-051400-15120-1480	Part-Time Reassigned Time : Business Applicat	4,330		-			4,330
12-1803-051400-15120-1483	Beyond Contr - Reassigned Time : Business App	826		4,000		3,174	
12-1803-051400-15120-3115	STRS - Non-Instructional : Business Applicati	69		330		261	
12-1803-051400-15120-3325	Medicare - Non-Instructional : Business Appli	75		58			17
12-1803-051400-15120-3435	H & W - Retiree Fund Non-Inst : Business Appl	43		40			3
12-1803-051400-15120-3515	SUI - Non-Instructional : Business Applicatio	62		44			18
12-1803-051400-15120-3615	WCI - Non-Instructional : Business Applicatio	124		96			28
12-1803-051400-15120-4310	Instructional Supplies : Business Application	17		-			17
12-1803-051400-15120-4610	Non-Instructional Supplies : Business Application	-		200		200	
12-1803-051400-15120-4710	Food and Food Service Supplies : Business App	302		300			2
12-1803-051400-15120-5950	Software License and Fees : Business Applicat	1,900		1,000			900
Total Project 1803 VTEA/CTE-IC-C/I Bus App Tech (TOP 0514.00)		7,748	7,748	6,068	6,068	5,315	5,315

6.1 (12)

SPECIAL PROJECT DETAILED BUDGET #1808
NAME: CTE IC (VTEA) - Gemology (SCC-0599.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$2,121
 CFDA #: 84.048A

PROJ. ADM. Corine Doughty
 PROJ. DIR. Corine Doughty

DATE: 05/20/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1808-000000-20000-8170	VTEA : Santiago Canyon College		2,244		2,121	123	-
12-1808-059900-25225-1480	Part-Time Reassigned Time : Gemology	1,956		1,976.00		20	
12-1808-059900-25225-3115	STRS - Non-Instructional : Gemology	135		-			135
12-1808-059900-25225-3325	Medicare - Non-Instructional : Gemology	28		29.00		1	
12-1808-059900-25225-3335	PARS - Non-Instructional : Gemology	26		26.00		-	-
12-1808-059900-25225-3435	H & W - Retiree Fund Non-Inst : Gemology	20		20.00		-	-
12-1808-059900-25225-3515	SUI - Non-Instructional : Gemology	32		22.00			10
12-1808-059900-25225-3615	WCI - Non-Instructional : Gemology	47		48.00		1	
Total Project 1808 VTEA/CTE IC-C/I Gemology		2,244	2,244	2,121	2,121	145	145

SPECIAL PROJECT DETAILED BUDGET #1810
NAME: CTE IC (VTEA) - Registered Nursing (SAC-1230.10)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$38,502
 CFDA #: 84.048A

PROJ. ADM. Becky Miller
 PROJ. DIR. Mary Stecker

DATE: 06/07/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1810-000000-10000-8170	VTEA : Santa Ana College		32,023		38,502		6,479
12-1810-602000-16640-1483	Beyond Contr - Reassigned Time : Nursing	-		2,000		2,000	
12-1810-602000-16640-3115	STRS - Non-Instructional : Nursing	-		165		165	
12-1810-602000-16640-3325	Medicare - Non-Instructional : Nursing	-		29		29	
12-1810-602000-16640-3435	H & W - Retiree Fund Non-Inst : Nursing	-		20		20	
12-1810-602000-16640-3515	SUI - Non-Instructional : Nursing	-		22		22	
12-1810-602000-16640-3615	WCI - Non-Instructional : Nursing	-		48		48	
12-1810-123010-16640-2420	Inst Assistant - Hourly : Nursing	5,165		5,400		235	
12-1810-123010-16640-3211	PERS - Instructional : Nursing	-		258		258	
12-1810-123010-16640-3311	OASDHI - Instructional : Nursing	-		168		168	
12-1810-123010-16640-3321	Medicare - Instructional : Nursing	80		78			2
12-1810-123010-16640-3331	PARS - Instructional : Nursing	71		70			1
12-1810-123010-16640-3431	H & W - Retiree Fund Inst : Nursing	55		54			1
12-1810-123010-16640-3511	SUI - Instructional : Nursing	89		60			29
12-1810-123010-16640-3611	WCI - Instructional : Nursing	132		130			2
12-1810-123010-16640-4310	Instructional Supplies : Nursing	6,837		7,000		163	
12-1810-123010-16640-5950	Software License and Fees : Nursing	600		9,000		8,400	
12-1810-123010-16640-6411	Equipment - Federal Progs >200 : Nursing	18,994		14,000			4,994
Total Project 1810	VTEA/CTE IC - Nursing RN (TOP 1230.10)	32,023	32,023	38,502	38,502	11,508	11,508

6.1 (14)

SPECIAL PROJECT DETAILED BUDGET #1811
NAME: CTE IC (VTEA) - Occupational Therapy Assistant (SAC-1218.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$593
 CFDA #: 84.048A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. Michelle Parolise

DATE: 06/07/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1811-000000-10000-8170	VTEA : Santa Ana College		14,865		593	14,272	
12-1811-121800-15718-1483	Beyond Contract - Reassigned Time	-		480		480	
12-1811-121800-15718-2320	Classified Employees - Hourly : Occupational	13,748		-			13,748
12-1811-121800-15718-3115	STRS - Non-Instructional : OTA	-		83		83	
12-1811-121800-15718-3325	Medicare - Non-Instructional : Occupational T	209		7			202
12-1811-121800-15718-3335	PARS - Non-Instructional : Occupational Thera	187		-			187
12-1811-121800-15718-3435	H & W - Retiree Fund Non-Inst : Occupational	144		5			139
12-1811-121800-15718-3515	SUI - Non-Instructional : Occupational Therap	232		6			226
12-1811-121800-15718-3615	WCI - Non-Instructional : Occupational Therap	345		12			333
Total Project 1811	VTEA/CTE IC - Occupational Therapy	14,865	14,865	593	593	14,835	14,835

6.1 (15)

SPECIAL PROJECT DETAILED BUDGET #1812
NAME: CTE IC (VTEA) - Pharmacy Technology (SAC-1221.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$5,012
 CFDA #: 84.048A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. KC Huynh

DATE: 06/07/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1812-000000-10000-8170	VTEA : Santa Ana College		25,496		5,012	20,484	
12-1812-122100-15719-2320	Classified Employees - Hourly : Pharmacy Tech	10,032		-			10,032
12-1812-122100-15719-3215	PERS - Non-Instructional : Pharmacy Tech	2,022		-			2,022
12-1812-122100-15719-3315	OASDHI - Non-Instructional : Pharmacy Tech	1,040		-			1,040
12-1812-122100-15719-3325	Medicare - Non-Instructional : Pharmacy Tech	290		-			290
12-1812-122100-15719-3335	PARS - Non-Instructional : Pharmacy Tech	260		-			260
12-1812-122100-15719-3435	H & W - Retiree Fund Non-Inst : Pharmacy Tech	200		-			200
12-1812-122100-15719-3515	SUI - Non-Instructional : Pharmacy Tech	322		-			322
12-1812-122100-15719-3615	WCI - Non-Instructional : Pharmacy Tech	480		-			480
12-1812-122100-15719-4310	Instructional Supplies : Pharmacy Tech	4,800		-			4,800
12-1812-122100-15719-4710	Food and Food Service Supplies : Pharmacy Tech	250		250		-	-
12-1812-122100-15719-5800	Advertising : Pharmacy Tech	1,000		736			264
12-1812-602000-15719-1480	Part-Time Reassigned Time : Pharmacy Tech	4,800		-			4,800
12-1812-602000-15719-1483	Beyond Contract - Reassigned Time	-		3,600		3,600	
12-1812-602000-15719-3115	STRS - Non-instructional : Pharmacy Tech	-		212		212	
12-1812-602000-15719-3325	Medicare - Non-Instructional : Pharmacy Tech	-		52		52	
12-1812-602000-15719-3435	H & W - Retiree Fund Non-Inst : Pharmacy Tech	-		36		36	
12-1812-602000-15719-3515	SUI - Non-Instructional : Pharmacy Tech	-		40		40	
12-1812-602000-15719-3615	WCI - Non-Instructional : Pharmacy Tech	-		86		86	
Total Project 1812	VTEA/CTE IC - Pharmacy Technology	25,496	25,496	5,012	5,012	24,510	24,510

6.1 (16)

SPECIAL PROJECT DETAILED BUDGET #1813
NAME: CTE IC (VTEA) -Public Works (SCC-2102.10)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$7,880
 CFDA #: 84.048A

PROJ. ADM. Corine Doughty
 PROJ. DIR. Corine Doughty

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1813-000000-20000-8170	VTEA : Santiago Canyon College		6,726		7,880		1,154
12-1813-210200-25235-1480	Part-Time Reassigned Time : Public Works	5,866		5,900		34	
12-1813-210200-25235-3115	STRS - Non-Instructional : Public Works	484		485		1	
12-1813-210200-25235-3325	Medicare - Non-Instructional : Public Works	85		86		1	
12-1813-210200-25235-3435	H & W - Retiree Fund Non-Inst : Public Works	59		59		-	-
12-1813-210200-25235-3515	SUI - Non-Instructional : Public Works	91		65			26
12-1813-210200-25235-3615	WCI - Non-Instructional : Public Works	141		142		1	
12-1813-602000-25235-1480	Part-Time Reassigned Time : Public Works	-		1,000		1,000	
12-1813-602000-25235-3115	STRS - Non-Instructional : Public Works	-		83		83	
12-1813-602000-25235-3325	Medicare - Non-Instructional : Public Works	-		15		15	
12-1813-602000-25235-3435	H & W - Retiree Fund Non-Inst : Public Works	-		10		10	
12-1813-602000-25235-3515	SUI - Non-Instructional : Public Works	-		11		11	
12-1813-602000-25235-3615	WCI - Non-Instructional : Public Works	-		24		24	
	Public Works (2102.10)	6,726	6,726	7,880	7,880	1,180	1,180

6.1 (17)

SPECIAL PROJECT DETAILED BUDGET #1814
NAME: CTE IC (VTEA) - SCC Support Services - Across CTE Programs (SCC)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$129,925
 CFDA #: 84.048A

PROJ. ADM. Corine Doughty
 PROJ. DIR. Corine Doughty

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1814-000000-20000-8170	VTEA : Santiago Canyon College		125,581		129,925		4,344
12-1814-601000-25205-4610	Non-Instructional Supplies : Career Education	1,388		-			1,388
12-1814-602000-25205-1480	Part-time Reassigned Time	-		5,000		5,000	
12-1814-602000-25205-1483	Beyond Contract - Reassigned Time	-		5,000		5,000	
12-1814-602000-25205-1484	Int/Sum - Reassigned Time, PT	-		4,000		4,000	
12-1814-602000-25205-3115	STRS - Non-Instructional	-		-		-	-
12-1814-602000-25205-3325	Medicare - Non-Instructional	-		203		203	
12-1814-602000-25205-3335	PARS - Non-Instructional	-		182		182	
12-1814-602000-25205-3435	H & W Retiree Fd - Non-Instructional	-		140		140	
12-1814-602000-25205-3515	SUI - Non-Instructional	-		154		154	
12-1814-602000-25205-3615	WCI - Non-Instructional	-		336		336	
12-1814-613000-27110-2310	Classified Employees - Ongoing : Media Servic - Melven Herrera	11,629		11,750		121	
12-1814-613000-27110-3215	PERS - Non-Instructional : Media Services	1,328		1,342		14	
12-1814-613000-27110-3315	OASDHI - Non-Instructional : Media Services	721		728		7	
12-1814-613000-27110-3325	Medicare - Non-Instructional : Media Services	169		170		1	
12-1814-613000-27110-3435	H & W - Retiree Fund Non-Inst : Media Service	116		117		1	
12-1814-613000-27110-3515	SUI - Non-Instructional : Media Services	187		59			128
12-1814-613000-27110-3615	WCI - Non-Instructional : Media Services	279		282		3	
12-1814-619000-25205-2320	Classified Employees - Hourly : Career Educat	9,528		-			9,528
12-1814-619000-25205-2340	Student Assistants - Hourly : Career Educatio	6,065		7,000		935	
12-1814-619000-25205-3215	PERS - Non-Instructional : Career Education O	373		-			373
12-1814-619000-25205-3315	OASDHI - Non-Instructional : Career Education	200		-			200
12-1814-619000-25205-3325	Medicare - Non-Instructional : Career Educati	138		-			138

6.1 (18)

SPECIAL PROJECT DETAILED BUDGET #1814
NAME: CTE IC (VTEA) - SCC Support Services - Across CTE Programs (SCC)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$129,925
 CFDA #: 84.048A

PROJ. ADM. Corine Doughty
 PROJ. DIR. Corine Doughty

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1814-619000-25205-3335	PARS - Non-Instructional : Career Education O	124		-			124
12-1814-619000-25205-3435	H & W - Retiree Fund Non-Inst : Career Educat	156		70			86
12-1814-619000-25205-3515	SUI - Non-Instructional : Career Education Of	105		-			105
12-1814-619000-25205-3615	WCI - Non-Instructional : Career Education Of	374		168			206
12-1814-619000-25205-4310	Instructional Supplies : Career Education Off	4,940		8,000		3,060	
12-1814-619000-25205-5610	Lease Agreement - Equipment : Career Educatio	4,500		3,700			800
12-1814-619000-25205-5950	Software License and Fees : Career Education	4,540		4,500			40
12-1814-619000-25205-6411	Equipment - Federal Progs >200 : Career Educa	1,500		2,000		500	
12-1814-631000-29325-1433	Beyond Contract - Counselors : Counseling	16,000		16,420		420	
12-1814-631000-29325-3115	STRS - Non-Instructional : Counseling	1,320		1,355		35	
12-1814-631000-29325-3325	Medicare - Non-Instructional : Counseling	232		238		6	
12-1814-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	160		164		4	
12-1814-631000-29325-3515	SUI - Non-Instructional : Counseling	258		82			176
12-1814-631000-29325-3615	WCI - Non-Instructional : Counseling	384		394		10	
12-1814-632000-25205-5800	Advertising : Career Education Office	1,635		2,000		365	
12-1814-632000-25205-5915	Packaging/Mail Prep/Processing : Career Educa	919		4,000		3,081	
12-1814-632000-25205-5940	Reproduction/Printing Expenses : Career Educa	5,000		500			4,500
12-1814-634000-25205-2130	Classified Employees : Career Education Offic - Brenda Hohnstein	14,306		14,450		144	
12-1814-634000-25205-3215	PERS - Non-Instructional : Career Education O	1,633		1,735		102	
12-1814-634000-25205-3315	OASDHI - Non-Instructional : Career Education	908		961		53	
12-1814-634000-25205-3325	Medicare - Non-Instructional : Career Educati	212		225		13	
12-1814-634000-25205-3415	H & W - Non-Instructional : Career Education	1,597		558			1,039
12-1814-634000-25205-3435	H & W - Retiree Fund Non-Inst : Career Educat	146		155		9	

6.1 (19)

SPECIAL PROJECT DETAILED BUDGET #1814
NAME: CTE IC (VTEA) - SCC Support Services - Across CTE Programs (SCC)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$129,925
 CFDA #: 84.048A

PROJ. ADM. Corine Doughty
 PROJ. DIR. Corine Doughty

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1814-634000-25205-3515	SUI - Non-Instructional : Career Education Of	236		78			158
12-1814-634000-25205-3615	WCI - Non-Instructional : Career Education Of	351		372		21	
12-1814-634000-25205-3915	Other Benefits - Non-Instruct : Career Educat	338		337			1
12-1814-675000-25205-4610	Non-Instructional Supplies : Career Education	1,966		1,200			766
12-1814-675000-25205-4710	Food and Food Service Supplies : Career Educa	2,000		2,000		-	-
12-1814-675000-25205-5100	Contracted Services : Career Education Office	12,923		12,000			923
12-1814-675000-25205-5210	Conference Expenses : Career Education Office	13,697		15,000		1,303	
12-1814-675000-25205-5220	Mileage/Parking Expenses : Career Education O	1,000		800			200
1814 VTEA/CTE IC-C/I Support Svcs		125,581	125,581	129,925	129,925	25,223	25,223

6.1 (20)

SPECIAL PROJECT DETAILED BUDGET #1815
NAME: CTE IC (VTEA) -Surveying/Mapping Science (SCC-0957.30)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$2,370
 CFDA #: 84.048A

PROJ. ADM. Corine Doughty
 PROJ. DIR. Corine Doughty

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1815-000000-20000-8170	VTEA : Santiago Canyon College		4,435		2,370	2,065	
12-1815-000009-20000-8170	VTEA : Santiago Canyon College		1,212		-	1,212	
12-1815-095730-25245-1480	Part-Time Reassigned Time : Survey/Mapping Sc	3,931		2,075			1,856
12-1815-095730-25245-1485	Int/Sum - Reassigned Time, PT : Survey/Mappin	1,061		-			1,061
12-1815-095730-25245-3115	STRS - Non-Instructional : Survey/Mapping Sci	291		144			147
12-1815-095730-25245-3325	Medicare - Non-Instructional : Survey/Mapping	73		30			43
12-1815-095730-25245-3335	PARS - Non-Instructional : Survey/Mapping Sci	52		27			25
12-1815-095730-25245-3435	H & W - Retiree Fund Non-Inst : Survey/Mappin	50		21			29
12-1815-095730-25245-3515	SUI - Non-Instructional : Survey/Mapping Scie	69		23			46
12-1815-095730-25245-3615	WCI - Non-Instructional : Survey/Mapping Scie	120		50			70
1815 VTEA/CTE IC-C/I Surveying GIS		5,647	5,647	2,370	2,370	3,277	3,277

6.1 (21)

SPECIAL PROJECT DETAILED BUDGET #1817
NAME: CTE IC (VTEA) -TV/Film/Video (SAC-0604.20)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$30,200
 CFDA #: 84.048A

PROJ. ADM. Sylvia Turner
 PROJ. DIR. Randi Schultz

DATE: 06/10/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1817-000000-10000-8170	VTEA : Santa Ana College		-		30,200		30,200
12-1817-060420-15552-4310	Instructional Supplies : Television (TV/Film/Video)	-		1,000		1,000	
12-1817-060420-15552-5950	Software License and Fees : Television (TV/Film/Vid	-		8,400		8,400	
12-1817-060420-15552-6411	Equipment - Federal Progs >200 : Television (TV/Fil	-		22,600		22,600	
Total Project 1817	VTEA/CTE IC - TV/Film/Video	-	-	32,000	30,200	32,000	30,200

6.1 (22)

SPECIAL PROJECT DETAILED BUDGET #1825
NAME: CTE IC (VTEA) -Television/Video(SCC-0604.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$92,094
 CFDA #: 84.048A

PROJ. ADM. Corine Doughty/David Echols
 PROJ. DIR. Corine Doughty/David Echols

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1817-000000-20000-8170	VTEA : Santiago Canyon College		1,071		92,094		91,023
12-1817-060400-25250-1310	Part-Time Instructors : TV/Video	-		14,000		14,000	
12-1817-060400-25250-3111	STRS - Instructional : TV/Video	-		1,091		1,091	
12-1817-060400-25250-3321	Medicare - Instructional : TV/Video	-		203		203	
12-1817-060400-25250-3331	PARS - Instructional : TV/Video	-		182		182	
12-1817-060400-25250-3431	H & W - Retiree Fund Inst : TV/Video	-		140		140	
12-1817-060400-25250-3511	SUI - Instructional : TV/Video	-		7		7	
12-1817-060400-25250-3611	WCI - Instructional : TV/Video	-		336		336	
12-1817-060400-25250-1480	Part-Time Reassigned Time : TV/Video	998		-			998
12-1817-060400-25250-2320	Classified Employees - Hourly : TV/Video	-		8,160		8,160	
12-1817-060400-25250-3215	PERS - Non-Instructional : TV/Video	-		654		654	
12-1817-060400-25250-3315	OASDI - Non-Instructional : TV/Video	-		354		354	
12-1817-060400-25250-3325	Medicare - Non-Instructional : TV/Video	15		118		103	
12-1817-060400-25250-3335	PARS - Non-Instructional : TV/Video	13		53		40	
12-1817-060400-25250-3435	H & W - Retiree Fund Non-Inst : TV/Video	10		82		72	
12-1817-060400-25250-3515	SUI - Non-Instructional : TV/Video	11		4			7
12-1817-060400-25250-3615	WCI - Non-Instructional : TV/Video	24		196		172	
12-1817-060400-25250-4310	Instructional Supplies : TV/Video	-		55,250		55,250	
12-1817-060420-25250-1480	Part-Time Reassigned Time : TV/Video	-		3,500		3,500	
12-1817-060420-25250-3115	STRS - Non-Instructional : TV/Video	-		282		282	
12-1817-060420-25250-3325	Medicare - Non-Instructional : TV/Video	-		51		51	
12-1817-060420-25250-3335	PARS - Non-Instructional : TV/Video	-		46		46	
12-1817-060420-25250-3435	H & W - Retiree Fund Non-Inst : TV/Video	-		35		35	
12-1817-060420-25250-3515	SUI - Non-Instructional : TV/Video	-		2		2	

6.1 (23)

SPECIAL PROJECT DETAILED BUDGET #1825
NAME: CTE IC (VTEA) -Television/Video(SCC-0604.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$92,094
 CFDA #: 84.048A

PROJ. ADM. Corine Doughty/David Echols
 PROJ. DIR. Corine Doughty/David Echols

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1817-060420-25250-3615	WCI - Non-Instructional : TV/Video	-		84		84	
12-1817-602000-25250-1480	Part-Time Reassigned Time : TV/Video	-		5,000		5,000	
12-1817-602000-25250-3115	STRS - Non-Instructional : TV/Video	-		413		413	
12-1817-602000-25250-3325	Medicare - Non-Instructional : TV/Video	-		73		73	
12-1817-602000-25250-3335	PARS - Non-Instructional : TV/Video	-		65		65	
12-1817-602000-25250-3435	H & W - Retiree Fund Non-Inst : TV/Video	-		50		50	
12-1817-602000-25250-3515	SUI - Non-Instructional : TV/Video	-		3		3	
12-1817-602000-25250-3615	WCI - Non-Instructional : TV/Video	-		120		120	
12-1817-675000-25250-5210	Conference Expenses : TV/Video	-		1,540		1,540	
1817 VTEA/CTE IC-C/I TV & Video		1,071	1,071	92,094	92,094	92,028	92,028

6.1 (24)

SPECIAL PROJECT DETAILED BUDGET #1818
NAME: CTE IC (VTEA) -Water Utility Science (SCC-0958.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$6,740
 CFDA #: 84.048A

PROJ. ADM. Corine Doughty
 PROJ. DIR. Corine Doughty

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1818-000000-20000-8170	VTEA : Santiago Canyon College		6,497		6,740		243
12-1818-095800-25260-1480	Part-Time Reassigned Time : Water Utility Sci	5,866		5,900		34	
12-1818-095800-25260-3115	STRS - Non-Instructional : Water Utility Scie	364		488		124	
12-1818-095800-25260-3325	Medicare - Non-Instructional : Water Utility	65		86		21	
12-1818-095800-25260-3435	H & W - Retiree Fund Non-Inst : Water Utility	45		59		14	
12-1818-095800-25260-3515	SUI - Non-Instructional : Water Utility Scien	50		65		15	
12-1818-095800-25260-3615	WCI - Non-Instructional : Water Utility Scien	107		142		35	
1818 VTEA/CTE IC-C/I Water Utility		6,497	6,497	6,740	6,740	243	243

6.1 (25)

SPECIAL PROJECT DETAILED BUDGET #1823
NAME: CTE IC (VTEA) - Office Technology Non-Credit (OEC-0514.00)
(Multi-Media Artist & Animators: Certificate of Completion)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$66,300
 CFDA #: 84.048A

PROJ. ADM. Lori Fastbiner
 PROJ. DIR. Connie Wilson

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1823-000000-20000-8170	VTEA : Santiago Canyon College		99,109		66,300	32,809	
12-1823-051400-28200-4310	Instructional Supplies : Orange Educ Ctr-Inst	1,000		-			1,000
12-1823-051400-28200-5940	Reproduction/Printing Expenses	-		2,500		2,500	
12-1823-051400-28200-5950	Software License and Fees : Orange Educ Ctr-I	30,800		12,000			18,800
12-1823-051400-28200-6411	Equipment - Federal Progs >200 : Orange Educ	56,749		44,000			12,749
12-1823-602000-28200-1480	Part-Time Reassigned Time : Orange Educ Ctr-I	4,757		6,000		1,243	
12-1823-602000-28200-3115	STRS - Non-Instructional : Orange Educ Ctr-In	306		1,365		1,059	
12-1823-602000-28200-3325	Medicare - Non-Instructional : Orange Educ Ct	69		87		18	
12-1823-602000-28200-3335	PARS - Non-Instructional : Orange Educ Ctr-In	14		78		64	
12-1823-602000-28200-3435	H & W - Retiree Fund Non-Inst : Orange Educ C	48		60		12	
12-1823-602000-28200-3515	SUI - Non-Instructional : Orange Educ Ctr-Ins	52		66		14	
12-1823-602000-28200-3615	WCI - Non-Instructional : Orange Educ Ctr-Ins	114		144		30	
12-1823-675000-28200-5210	Conference Expenses : Orange Educ Ctr-Instruc	5,200		-			5,200
1823 VTEA/CTE IC-Office Technology Non-Credit (OEC-0514.00)		99,109	99,109	66,300	66,300	37,749	37,749

6.1 (26)

SPECIAL PROJECT DETAILED BUDGET #1824

NAME: CTE IC (VTEA) -College-Wide CTEA Administrative & Professional Development - Across CTE Programs (SAC)

FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14

CONTRACT INCOME: \$190,763

CFDA #: 84.048A

PROJ. ADM. Bart Hoffman

PROJ. DIR. Bart Hoffman

DATE: 06/10/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1824-000000-10000-8170	VTEA : Santa Ana College		61,987		190,763		128,776
12-1824-000009-10000-8170	VTEA : Santa Ana College		791		-	791	
12-1824-619000-15205-2110	Classified Management : Career Ed	-		77,319		77,319	
12-1824-619000-15205-3215	PERS - Non-Instructional : Career Ed	-		8,828		8,828	
12-1824-619000-15205-3315	OASDHI - Non-Instructional : Career Ed	-		4,871		4,871	
12-1824-619000-15205-3325	Medicare - Non-Instructional : Career Ed	-		1,139		1,139	
12-1824-619000-15205-3425	H & W - Non-Instructional : Career Ed	-		22,835		22,835	
12-1824-619000-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed	-		786		786	
12-1824-619000-15205-3515	SUI - Non-Instructional : Career Ed	-		864		864	
12-1824-619000-15205-3615	WCI - Non-Instructional : Career Ed	-		1,886		1,886	
12-1824-619000-15205-3915	Other Benefits - Non-Instructional : Career Ed	-		1,250		1,250	
12-1824-675000-15205-4610	Non-Instructional Supplies : Career Ed	-		2,000		2,000	
12-1824-675000-15205-5100	Contracted Services : Career Ed	5,701		-			5,701
12-1824-675000-15205-5210	Conference Expenses : Career Ed	57,077		68,985		11,908	
Total Project 1824	VTEA/CTE IC - Professional Development	62,778	62,778	190,763	190,763	134,477	134,477

6.1 (27)

SPECIAL PROJECT DETAILED BUDGET #1825
NAME: CTE IC (VTEA) -Deaf & Hard of Hearing - Across CTE Programs (SAC)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$27,875
 CFDA #: 84.048A

PROJ. ADM. Micki Bryant
 PROJ. DIR. Monica Collins

DATE: 06/10/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1825-000000-10000-8170	VTEA : Santa Ana College		29,998		27,875	2,123	
12-1825-642000-19523-1252	Contract Extension-Coordinator : Deaf & Hard	3,500		3,500		-	-
12-1825-642000-19523-3215	PERS - Non-Instructional : Deaf & Hard of Hea	400		400		-	-
12-1825-642000-19523-3315	OASDHI - Non-Instructional : Deaf & Hard of H	386		217			169
12-1825-642000-19523-3325	Medicare - Non-Instructional : Deaf & Hard of	51		51		-	-
12-1825-642000-19523-3435	H & W - Retiree Fund Non-Inst : Deaf & Hard o	35		35		-	-
12-1825-642000-19523-3515	SUI - Non-Instructional : Deaf & Hard of Hear	56		39			17
12-1825-642000-19523-3615	WCI - Non-Instructional : Deaf & Hard of Hear	84		84		-	-
12-1825-649000-19523-2320	Classified Employees - Hourly : Deaf & Hard o	22,000		21,000			1,000
12-1825-649000-19523-3215	PERS - Non-Instructional : Deaf & Hard of Hea	415		513		98	
12-1825-649000-19523-3315	OASDHI - Non-Instructional : Deaf & Hard of H	1,364		651			713
12-1825-649000-19523-3325	Medicare - Non-Instructional : Deaf & Hard of	319		304			15
12-1825-649000-19523-3335	PARS - Non-Instructional : Deaf & Hard of Hea	286		136			150
12-1825-649000-19523-3435	H & W - Retiree Fund Non-Inst : Deaf & Hard o	220		210			10
12-1825-649000-19523-3515	SUI - Non-Instructional : Deaf & Hard of Hear	354		231			123
12-1825-649000-19523-3615	WCI - Non-Instructional : Deaf & Hard of Hear	528		504			24
Total Project 1825	VTEA/CTE IC - Deaf/Hard of Hearing	29,998	29,998	27,875	27,875	2,221	2,221

6.1 (28)

SPECIAL PROJECT DETAILED BUDGET #1826
NAME: CTE IC (VTEA) -Counseling & Career/Job Resources - Across CTE Programs (SAC)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$105,039
 CFDA #: 84.048A

PROJ. ADM. Micki Bryant
 PROJ. DIR. Sandy Morris

DATE: 06/07/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1826-000000-10000-8170	VTEA : Santa Ana College		86,691		105,039		18,348
12-1826-634000-15390-1430	Part-Time Counselors : Career Counseling Cent	30,204		40,000		9,796	
12-1826-634000-15390-1435	Int/Sum - Counselors,Part-Time : Career Couns	4,340		7,501		3,161	
12-1826-634000-15390-3115	STRS - Non-Instructional : Career Counseling	2,850		3,919		1,069	
12-1826-634000-15390-3325	Medicare - Non-Instructional : Career Counsel	501		689		188	
12-1826-634000-15390-3435	H & W - Retiree Fund Non-Inst : Career Counse	345		475		130	
12-1826-634000-15390-3515	SUI - Non-Instructional : Career Counseling C	380		523		143	
12-1826-634000-15390-3615	WCI - Non-Instructional : Career Counseling C	829		1,140		311	
12-1826-647000-19540-2130	Classified Employees : Job/Career Placement C	6,785		16,958		10,173	
12-1826-647000-19540-2310	Classified Employees - Ongoing : Job/Career P	13,285		13,992		707	
12-1826-647000-19540-2320	Classified Employees - Hourly : Job/Career Pl	20,917		-			20,917
12-1826-647000-19540-3215	PERS - Non-Instructional : Job/Career Placeme	2,291		3,534		1,243	
12-1826-647000-19540-3315	OASDHI - Non-Instructional : Job/Career Place	1,258		1,958		700	
12-1826-647000-19540-3325	Medicare - Non-Instructional : Job/Career Pla	600		458			142
12-1826-647000-19540-3415	H & W - Non-Instructional : Job/Career Placem	21		11,846		11,825	
12-1826-647000-19540-3435	H & W - Retiree Fund Non-Inst : Job/Career Pl	413		316			97
12-1826-647000-19540-3515	SUI - Non-Instructional : Job/Career Placemen	455		347			108
12-1826-647000-19540-3615	WCI - Non-Instructional : Job/Career Placemen	992		758			234
12-1826-647000-19540-3915	Other Benefits - Non-Instruct : Job/Career Pl	225		625		400	
total Project 1826	VTEA/CTE IC - Placement/Workstudy	86,691	86,691	105,039	105,039	39,846	39,846

6.1 (29)

SPECIAL PROJECT DETAILED BUDGET #1830
NAME: CTE IC (VTEA) -Drafting Technology (SAC-0953.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$64,214
 CFDA #: 84.048A

PROJ. ADM. Allen Dooley
 PROJ. DIR. Craig Takahashi

DATE: 06/07/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
1830 VTEA/CTE IC-Engr/Draftng Tech							
12-1830-000000-10000-8170	VTEA : Santa Ana College		37,816		64,214		26,398
12-1830-095300-15145-4310	Instructional Supplies : Drafting Technology	805		-			805
12-1830-095300-15145-4320	Instructional Software : Drafting Technology	-		5,622		5,622	
12-1830-095300-15145-5800	Advertising : Drafting Technology	-		-		-	-
12-1830-095300-15145-4322	Postage : Drafting Technology	-		450		450	
12-1830-095300-15145-4323	Reproduction/Printing Expenses : Drafting Tech	-		1,880		1,880	
12-1830-095300-15145-5950	Software License and Fees : Drafting Tech	-		26,970		26,970	
12-1830-095300-15145-6411	Equipment - Federal Progs >200 : Drafting Tec	37,011		29,292			7,719
Total Project 1830	VTEA/CTE IC - Engineering/Drafting Tech.	37,816	37,816	64,214	64,214	34,922	34,922

6.1 (30)

SPECIAL PROJECT DETAILED BUDGET #1834
NAME: CTE IC (VTEA) - Real Estate (SCC-0511.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$2,370
 CFDA #: 84.048A

PROJ. ADM. Corine Doughty
 PROJ. DIR. Corine Doughty

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1834-000000-20000-8170	VTEA : Santiago Canyon College		2,357		2,370		13
12-1834-051100-25240-1480	Part-Time Reassigned Time : Real Estate	2,054		2,075		21	
12-1834-051100-25240-3115	STRS - Non-Instructional : Real Estate	170		171		1	
12-1834-051100-25240-3325	Medicare - Non-Instructional : Real Estate	30		30			
12-1834-051100-25240-3435	H & W - Retiree Fund Non-Inst : Real Estate	21		21		-	-
12-1834-051100-25240-3515	SUI - Non-Instructional : Real Estate	33		23			10
12-1834-051100-25240-3615	WCI - Non-Instructional : Real Estate	49		50		1	
1834 VTEA/CTE IC-Real Estate		2,357	2,357	2,370	2,370	23	23

6.1 (31)

SPECIAL PROJECT DETAILED BUDGET #1837
NAME: CTE IC (VTEA) -Office Technology - Non-Credit (SAC-0514.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$37,000
 CFDA #: 84.048A

PROJ. ADM. Christine Kosko
 PROJ. DIR. Mariella Baldo

DATE: 06/107/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1837-000000-10000-8170	VTEA : Santa Ana College		33,474		37,000		3,526
12-1837-051400-18200-1450	Part-Time Coordinators : SAC Continuing Ed-In	15,011		32,058		17,047	
12-1837-051400-18200-1480	Part-Time Reassigned Time : SAC Continuing Ed	5,461		341			5,120
12-1837-051400-18200-3115	STRS - Non-Instructional : SAC Continuing Ed-	450		2,673		2,223	
12-1837-051400-18200-3325	Medicare - Non-Instructional : SAC Continuing	79		470		391	
12-1837-051400-18200-3435	H & W - Retiree Fund Non-Inst : SAC Continu	54		324		270	
12-1837-051400-18200-3515	SUI - Non-Instructional : SAC Continuing Ed-I	88		356		268	
12-1837-051400-18200-3615	WCI - Non-Instructional : SAC Continuing Ed-I	131		778		647	
12-1837-602000-18200-1480	Part-Time Reassigned Time : SAC Continuing Ed	10,753		-			10,753
12-1837-602000-18200-3115	STRS - Non-Instructional : SAC Continuing Ed-	432		-			432
12-1837-602000-18200-3325	Medicare - Non-Instructional : SAC Continuing	344		-			344
12-1837-602000-18200-3435	H & W - Retiree Fund Non-Inst : SAC Continu	237		-			237
12-1837-602000-18200-3515	SUI - Non-Instructional : SAC Continuing Ed-I	132		-			132
12-1837-602000-18200-3615	WCI - Non-Instructional : SAC Continuing Ed-I	268		-			268
12-1837-675000-18100-1480	Part-Time Reassigned Time : Continuing Educat	34		-			34
Total Project 1837	VTEA/CTE IC - Office Tech/Computer	33,474	33,474	37,000	37,000	20,846	20,846

6.1 (32)

SPECIAL PROJECT DETAILED BUDGET #1838
NAME: CTE IC (VTEA) -Paralegal (SAC-1402.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$22,783
 CFDA #: 84.048A

PROJ. ADM. Allen Dooley
 PROJ. DIR. Rick Manzano

DATE: 06/10/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1838-000000-10000-8170	VTEA : Santa Ana College		24,626		22,783	1,843	
12-1838-140200-15175-1480	Part-Time Reassigned Time : Paralegal	-		5,000		5,000	
12-1838-140200-15175-1483	Beyond Contr - Reassigned Time : Paralegal	-		5,000		5,000	
12-1838-140200-15175-2340	Student Assistants - Hourly : Paralegal	-		5,000		5,000	
12-1838-140200-15175-3115	STRS - Non-Instructional : Paralegal	-		890		890	
12-1838-140200-15175-3325	Medicare - Non-Instructional : Paralegal	-		218		218	
12-1838-140200-15175-3435	H & W - Retiree Fund Non-Inst : Paralegal	-		150		150	
12-1838-140200-15175-3515	SUI - Non-Instructional : Paralegal	-		165		165	
12-1838-140200-15175-3615	WCI - Non-Instructional : Paralegal	-		360		360	
12-1838-140200-15175-4210	Books, Mags & Ref Mat, Non-Lib : Paralegal	270		4,000		3,730	
12-1838-140200-15175-4310	Instructional Supplies : Paralegal	3,240		-			3,240
12-1838-140200-15175-4710	Food and Food Service Supplies : Paralegal	500		-			500
12-1838-140200-15175-5300	Inst Dues & Memberships : Paralegal	1,410		-			1,410
12-1838-140200-15175-5940	Reproduction/Printing Expenses : Paralegal	-		2,000		2,000	
12-1838-140200-15175-6411	Equipment - Federal Progs >200 : Paralegal	2,000		-			2,000
12-1838-602000-15175-1483	Beyond Contr - Reassigned Time : Paralegal	5,391		-			5,391
12-1838-602000-15175-1484	Int/Sum Beynd Contr-Reassigned : Paralegal	9,609		-			9,609
12-1838-602000-15175-3115	STRS - Non-Instructional : Paralegal	1,237		-			1,237
12-1838-602000-15175-3325	Medicare - Non-Instructional : Paralegal	218		-			218
12-1838-602000-15175-3435	H & W - Retiree Fund Non-Inst : Paralegal	150		-			150
12-1838-602000-15175-3515	SUI - Non-Instructional : Paralegal	241		-			241
12-1838-602000-15175-3615	WCI - Non-Instructional : Paralegal	360		-			360
Total Project 1838	VTEA/CTE IC - Paralegal	24,626	24,626	22,783	22,783	24,356	24,356

6.1 (33)

SPECIAL PROJECT DETAILED BUDGET #1839
NAME: CTE IC (VTEA) - Welding Technology (SAC-0956.50)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$166,273
 CFDA #: 84.048A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. George Moreno

DATE: 06/10/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1839-000000-10000-8170	VTEA : Santa Ana College		78,182		166,273		88,091
12-1839-095650-15756-2320	Classified Employees - Hourly : Welding	10,774		10,768			6
12-1839-095650-15756-3325	Medicare - Non-Instructional : Welding	156		156		-	-
12-1839-095650-15756-3335	PARS - Non-Instructional : Welding	140		140		-	-
12-1839-095650-15756-3435	H & W - Retiree Fund Non-Inst : Welding	108		108		-	-
12-1839-095650-15756-3515	SUI - Non-Instructional : Welding	173		118			55
12-1839-095650-15756-3615	WCI - Non-Instructional : Welding	259		258			1
12-1839-095650-15756-4310	Instructional Supplies - Welding	-		3,500		3,500	
12-1839-095650-15756-6411	Equipment - Federal Progs >200 : Welding	66,572		151,225		84,653	
Total Project 1839	VTEA/CTE IC - Welding Technology	78,182	78,182	166,273	166,273	88,153	88,153

6.1 (34)

SPECIAL PROJECT DETAILED BUDGET #1844
NAME: CTE IC (VTEA) - Fitness Trainer (SAC-0835.20)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$52,767
 CFDA #: 84.048A

PROJ. ADM. Avie Bridges
 PROJ. DIR. Brian Sos

DATE: 06/10/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1844-000000-10000-8170	VTEA : Santa Ana College		5,645		52,767		47,122
12-1844-083520-15420-2320	Classified Employee - Hourly : Kinesiology	-		700		700	
12-1844-083520-15420-3325	Medicare - Non-Instructional : Kinesiology	-		15		15	
12-1844-083520-15420-3335	PARS - Non-Instructional : Kinesiology	-		9		9	
12-1844-083520-15420-3435	H & W - Retiree Fund Non-Instr : Kinesiology	-		7		7	
12-1844-083520-15420-3515	SUI - Non-Instructional : Kinesiology	-		8		8	
12-1844-083520-15420-3615	WCI - Non-Instructional : Kinesiology	-		17		17	
12-1844-083520-15420-6411	Equipment - Federal Programs >200	-		52,011		52,011	
12-1844-602000-15420-1483	Beyond Contr - Reassigned Time : Kinesiology	4,922		-			4,922
12-1844-602000-15420-3115	STRS - Non-Instructional : Kinesiology - Phys	406		-			406
12-1844-602000-15420-3325	Medicare - Non-Instructional : Kinesiology -	71		-			71
12-1844-602000-15420-3435	H & W - Retiree Fund Non-Inst : Kinesiology -	49		-			49
12-1844-602000-15420-3515	SUI - Non-Instructional : Kinesiology - Physi	79		-			79
12-1844-602000-15420-3615	WCI - Non-Instructional : Kinesiology - Physi	118		-			118
Total Project 1844	CTE IC - Fitness Trainer	5,645	5,645	52,767	52,767	52,767	52,767

6.1 (35)

SPECIAL PROJECT DETAILED BUDGET #1845
NAME: CTE IC (VTEA) - Fashion Design (SAC-1303.10)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$31,429
 CFDA #: 84.048A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. Kyla Benson

DATE: 06/10/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1845-000000-10000-8170	VTEA : Santa Ana College		21,424		31,429		10,005
12-1845-130310-15714-4310	Instructional Supplies : Family & Consumer St	356		-			356
12-1845-130310-15714-5950	Software License and Fees : Family & Consumer	5,892		-			5,892
12-1845-130310-15714-6411	Equipment - Federal Progs >200 : Family & Con	15,176		31,429		16,253	
Total Project 1845	CTE IC - Fashion Design	21,424	21,424	31,429	31,429	16,253	16,253

6.1 (36)

SPECIAL PROJECT DETAILED BUDGET #1848

NAME: CTE IC (VTEA) -Student Success Through Practical Education - Across CTE Programs (SAC)

FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14

CONTRACT INCOME: \$26,256

CFDA #: 84.048A

PROJ. ADM. Allen Dooley/Bart Hoffman

PROJ. DIR. Madeleine Grant

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1848-000000-10000-8170	VTEA : Santa Ana College				26,256		26,256
12-1848-649000-15170-2320	Classified Employees - Hourly			20,116		20,116	
12-1848-649000-15170-3215	PERS - Non-Instructional			2,302		2,302	
12-1848-649000-15170-3315	OASDHI - Non-Instructional			1,247		1,247	
12-1848-649000-15170-3325	Medicare - Non-Instructional			292		292	
12-1848-649000-15170-3335	PARS - Non-Instructional			-		-	
12-1848-649000-15170-3435	H & W - Retiree Fund Non-Inst			201		201	
12-1848-649000-15170-3515	SUI - Non-Instructional			215		215	
12-1848-649000-15170-3615	WCI - Non-Instructional			483		483	
12-1848-649000-15170-5940	Reproduction/Printing Expenses			500		500	
12-1848-649000-15170-6411	Equipment - Federal Programs >200			900		900	
	Student Success through Practical Education	-	-	26,256	26,256	26,256	26,256

6.1 (37)

SPECIAL PROJECT DETAILED BUDGET #1849
NAME: CTE IC (VTEA) - Administration of Justice (SAC-2105.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$10,631
 CFDA #: 84.048A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. John Finch

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1849-000000-10000-8170	VTEA : Santa Ana College				10,631		10,631
12-1849-210500-15712-4310	Instructional Supplies			800		800	
12-1849-210500-15712-6411	Equipment - Federal Progs >200			9,831		9,831	
	Admin of Justice	-	-	10,631	10,631	10,631	10,631

6.1 (38)

SPECIAL PROJECT DETAILED BUDGET #1850
NAME: CTE IC (VTEA) -Biotechnology (SCC-0430.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$111,159
 CFDA #: 84.048A

PROJ. ADM. Denise Foley
 PROJ. DIR. Denise Foley

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1850-000000-20000-8170	VTEA : Santiago Canyon College				111,159		111,159
12-1850-043000-25162-4310	Instructional Supplies			39,505		39,505	
12-1850-043000-25162-4710	Food & Food Services			500		500	
12-1850-043000-25162-5950	Software Licence & Fees			800		800	
12-1850-043000-25162-6411	Equipment - Federal Progs >200			35,067		35,067	
12-1850-043000-25162-1310	Part-Time Instructors			6,601		6,601	
12-1850-043000-25162-1313	Beyond Contract - Instructors			8,801		8,801	
12-1850-043000-25162-3111	STRS - Instructional			1,006		1,006	
12-1850-043000-25162-3321	Medicare - Instructional			223		223	
12-1850-043000-25162-3331	PARS - Instructional			200		200	
12-1850-043000-25162-3431	H & W - Retiree Fund Instructional			158		158	
12-1850-043000-25162-3511	SUI - Instructional			8		8	
12-1850-043000-25162-3611	WCI - Instructional			370		370	
12-1850-043000-25162-1483	Beyond Contract - Reassigned Time			5,501		5,501	
12-1850-043000-25162-1484	Int/Sum Beyond Contr - Reassigned Time			5,501		5,501	
12-1850-043000-25162-3115	STRS - Non-Instructional			635		635	
12-1850-043000-25162-3325	Medicare - Non-Instructional			160		160	
12-1850-043000-25162-3335	PARS - Non-Instructional			143		143	
12-1850-043000-25162-3435	H & W - Retiree Fund Non-Inst			110		110	
12-1850-043000-25162-3515	SUI - Non-Instructional			6		6	
12-1850-043000-25162-3615	WCI - Non-Instructional			264		264	
12-1850-602000-25162-1480	Part-Time Reassigned Time			5,000		5,000	
12-1850-602000-25162-3115	STRS - Non-Instructional			289		289	
12-1850-602000-25162-3325	Medicare - Non-Instructional			73		73	

6.1 (39)

SPECIAL PROJECT DETAILED BUDGET #1850
NAME: CTE IC (VTEA) -Biotechnology (SCC-0430.00)
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/13 to 06/30/14
 CONTRACT INCOME: \$111,159
 CFDA #: 84.048A

PROJ. ADM. Denise Foley
 PROJ. DIR. Denise Foley

DATE: 07/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1850-602000-25162-3335	PARS - Non-Instructional			65		65	
12-1850-602000-25162-3435	H & W - Retiree Fund Non-Inst			50		50	
12-1850-602000-25162-3515	SUI - Non-Instructional			3		3	
12-1850-602000-25162-3615	WCI - Non-Instructional			120		120	
	BioTechnology	-	-	111,159	111,159	111,159	111,159

6.1 (40)

SPECIAL PROJECT DETAILED BUDGET # 1252
NAME: CAMP II (College Assistance Migrant Program) - Santiago Canyon College (Yr. 2)
FISCAL YEAR: 2013/14

CONTRACT PERIOD: 07/01/13 - 06/30/14
 CONTRACT INCOME: \$ 414,219
 CFDA #: 84.149A; Award # S149A120017

PROJ. ADM. John Hernandez
 PROJ. DIR. Deisy Covarrubias

Date: 07/09/13

GL Account String					Description	Debit	Credit
FD	PROJ	ACT	DEPT	OBJ			
12	1252	000000	20000	8199	Other Federal Revenues : Santiago Canyon College		414,219
12	1252	679000	20000	5865	Indirect Costs : Santiago Canyon College	28,612	
12	1252	493010	29325	1315	Int/Sum-Instructors,Part-Time : Counseling	2,994	
12	1252	493010	29325	3111	STRS - Instructional : Counseling	247	
12	1252	493010	29325	3321	Medicare - Instructional : Counseling	43	
12	1252	493010	29325	3431	H & W - Retiree Fund Inst : Counseling	30	
12	1252	493010	29325	3511	SUI - Instructional : Counseling	1	
12	1252	493010	29325	3611	WCI - Instructional : Counseling	72	
12	1252	631000	29325	1430	Part-Time Counselors : Counseling	30,158	
12	1252	631000	29325	1435	Int/Sum - Counselors,Part-Time : Counseling	3,393	
12	1252	631000	29325	3115	STRS - Non-Instructional : Counseling	2,768	
12	1252	631000	29325	3325	Medicare - Non-Instructional : Counseling	486	
12	1252	631000	29325	3435	H & W - Retiree Fund Non-Inst : Counseling	336	
12	1252	631000	29325	3515	SUI - Non-Instructional : Counseling	17	
12	1252	631000	29325	3615	WCI - Non-Instructional : Counseling	805	
12	1252	649000	29905	2110	Classified Management : Student Dev.	77,319	
12	1252	649000	29905	2130	Classified Employees : Student Dev.	45,488	
12	1252	649000	29905	2310	Classified Employees - Ongoing : Student Dev.	19,330	
12	1252	649000	29905	2320	Classified Employees - Hourly : Student Dev.	16,664	
12	1252	649000	29905	3215	PERS - Non-Instructional : Student Dev.	17,671	
12	1252	649000	29905	3315	OASDHI - Non-Instructional : Student Dev.	10,135	
12	1252	649000	29905	3325	Medicare - Non-Instructional : Student Dev.	2,370	
12	1252	649000	29905	3335	PARS - Non-Instructional : Student Dev.	500	
12	1252	649000	29905	3415	H & W - Non-Instructional : Student Dev.	13,377	

6.1 (41)

SPECIAL PROJECT DETAILED BUDGET # 1252
NAME: CAMP II (College Assistance Migrant Program) - Santiago Canyon College (Yr. 2)
FISCAL YEAR: 2013/14

CONTRACT PERIOD: 07/01/13 - 06/30/14
 CONTRACT INCOME: \$ 414,219
 CFDA #: 84.149A; Award # S149A120017

PROJ. ADM. John Hernandez
 PROJ. DIR. Deisy Covarrubias

Date: 07/09/13

GL Account String					Description	Debit	Credit
FD	PROJ	ACT	DEPT	OBJ			
12	1252	649000	29905	3435	H & W - Retiree Fund Non-Inst : Student Dev.	1,635	
12	1252	649000	29905	3515	SUI - Non-Instructional : Student Dev.	82	
12	1252	649000	29905	3615	WCI - Non-Instructional : Student Dev.	3,923	
12	1252	649000	29905	3915	Other Benefits - Non-Instruct : Student Dev.	4,662	
12	1252	649000	29905	4310	Instructional Supplies : Student Dev.	5,100	
12	1252	649000	29905	4610	Non-Instructional Supplies : Student Developm - Office supplies (\$5,000) - Recruitment supplies (\$4,000) - Parent Orientation (\$3,500/2) - MaPa Parent Group (\$5,000/2)	13,250	
12	1252	649000	29905	4710	Food and Food Service Supplies : Student Deve - Year end Banquet (\$6,000) - Parent Orientation (\$3,500/2) - MaPa Parent Group (\$5,000/2)	10,250	
12	1252	649000	29905	5220	Mileage/Parking Expenses : Student Dev.	2,000	
12	1252	649000	29905	5300	Inst Dues & Memberships : Student Dev.	1,200	
12	1252	649000	29905	5904	Other Participant Prog Svc/Exp : Student Deve - CAMP Planning Summer Bridge (\$10,500) - Cultural Activities (\$7,500)	18,000	
12	1252	649000	29905	5905	Other Participant Travel Exp : Student Develo - All staff Professional Development (\$5,340) - CAMP Statewide Leadership Conference (\$5,455)	10,795	
12	1252	649000	29905	5925	Postage : Student Dev.	200	
12	1252	649000	29905	5940	Reproduction/Printing Expenses : Student Dev.	2,467	
12	1252	649000	29905	5966	Transportation - Student : Student Dev.	5,000	
12	1252	649000	29905	6411	Equipment - Federal Progs >200 : Student Dev. - computers, scanner	4,641	

6.1 (42)

SPECIAL PROJECT DETAILED BUDGET # 1252
NAME: CAMP II (College Assistance Migrant Program) - Santiago Canyon College (Yr. 2)
FISCAL YEAR: 2013/14

CONTRACT PERIOD: 07/01/13 - 06/30/14
 CONTRACT INCOME: \$ 414,219
 CFDA #: 84.149A; Award # S149A120017

PROJ. ADM. John Hernandez
 PROJ. DIR. Deisy Covarrubias

Date: 07/09/13

GL Account String					Description	Debit	Credit
FD	PROJ	ACT	DEPT	OBJ			
12	1252	675000	29905	5210	Conference Expenses : Student Dev.	9,285	
12	1252	732000	29905	7610	Books Paid for Students : Student Dev. - Book Vouchers (\$325/voucher)	27,950	
12	1252	732000	29905	7650	Stipends Paid to Students : Student Dev. - Student Internships	20,963	
					CAMP II - SCC Yr. 2	414,219	414,219

6.1 (43)

SPECIAL PROJECT DETAILED BUDGET #2303
NAME: Deputy Sector Navigator - Global Trade & Logistics (District)
FISCAL YEAR 2013/2014

CONTRACT PERIOD: 07/09/2013 - 06/30/2014
 CONTRACT AWARD: \$300,000
 CONTRACT No. TBD

PROJ ADM: Enrique Perez
 PROJ DIR: Jetza Torres
 Date: 7/10/2013

GL Account String					Description	New Budget	
Fd	Prj	Tops	Dept	Obj		Debit	Credit
11	0000	000004	50000	2130	Classified Employees : District Operations		99,712
11	0000	000004	50000	3415	H & W - Non-Instructional : District Operations		28,894
11	2303	684000	53210	2110	Classified Management : Ctr for Intl Trade Dev Offi Global Trade & Logistics Deputy Sector Navigator Jetza Torres (20%)	17,588	
11	2303	684000	53210	2130	Classified Employees : Ctr for Intl Trade Dev Offic Administrative Secretary, Jacqueline Valadez (30%) Business Services Coordinator (TBD) (30%)	32,174	
11	2303	684000	53210	2320	Classified Employees - Hourly : Ctr for Intl Trade Consultants/Business Experts \$45/hour x 1,110 hours	49,950	
11	2303	684000	53210	3215	PERS - Non-Instructional : Ctr for Intl Trade Dev O	5,681	
11	2303	684000	53210	3315	OASDHI - Non-Instructional : Ctr for Intl Trade Dev	3,176	
11	2303	684000	53210	3325	Medicare - Non-Instructional : Ctr for Intl Trade D	1,467	
11	2303	684000	53210	3335	PARS - Non-Instructional : Ctr for Intl Trade Dev O	649	
11	2303	684000	53210	3415	H & W - Non-Instructional : Ctr for Intl Trade Dev	11,896	
11	2303	684000	53210	3435	H & W - Retiree Fund Non-Inst : Ctr for Intl Trade	1,012	
11	2303	684000	53210	3515	SUI - Non-Instructional : Ctr for Intl Trade Dev Of	1,115	
11	2303	684000	53210	3615	WCI - Non-Instructional : Ctr for Intl Trade Dev Of	2,428	
11	2303	684000	53210	3915	Other Benefits - Non-Instruct : Ctr for Intl Trade	1,470	
					Total 2303 - DSN Global Trade & Logistics (Match)	128,606	128,606

Match required is \$200,000 that consists of district funded staff at \$128,606, SBA Jobs Act CITD (federal-funds project #1641) at \$62,844 and ICEED in-kind funds at \$8,550.

SPECIAL PROJECT DETAILED BUDGET #2303
NAME: Deputy Sector Navigator - Global Trade & Logistics (District)
FISCAL YEAR 2013/2014

CONTRACT PERIOD: 07/09/2013 - 06/30/2014
 CONTRACT AWARD: \$300,000
 CONTRACT No. TBD

PROJ ADM: Enrique Perez
 PROJ DIR: Jetza Torres
 Date: 7/10/2013

GL Account String					Description	New Budget	
Fd	Prj	Tops	Dept	Obj		Debit	Credit
10000 - Santa Ana College							
12	2303	000000	10000	8659	Other Reimb Categorical Allow : Santa Ana College		9,136
12	2303	602000	15160	1483	Beyond Contr Reassigned Time : Intrnl Business Two (2) Faculty Expert/Advisors - One to lead in-region collaborative efforts to increase the global trade education and training capacity in the region; and one to lead an advocacy and participation effort to have global trade identified as a Transfer Model Curriculum. \$4,000/yr x 2 faculty members.	8,000	
12	2303	602000	15160	3115	STRS - Non-Instructional : International Business	660	
12	2303	602000	15160	3325	Medicare - Non-Instructional : International Business	116	
12	2303	602000	15160	3435	H & W - Retiree Fund Non-Inst : International Business	80	
12	2303	602000	15160	3515	SUI - Non-Instructional : International Business	88	
12	2303	602000	15160	3615	WCI - Non-Instructional : International Business	192	
50000 - District Operations							
12	2303	000000	50000	8659	Other Reimb Categorical Allow : District Operations		290,864
12	2303	672000	50000	5865	Indirect Costs : District Operations	11,538	
12	2303	675000	53210	5210	Conference Expenses : Ctr for Intl Trade Dev Office Out-of-state travel - NASBITE International Conference, April 2014 2 attendees x \$1800/attendee = \$3,600 Professional Development - faculty to attend the NASBITE conference. 2 attendess x \$1,800/attendee x 4 colleges = \$14,400 - Trade mission: Intermoda Fashion Expo, July 15 – 20, 2013. The Mexican "Intermoda" international trade mission for the textile industry of Latin America. 2 attendees x \$2,060/attendee = \$4,120	22,120	
12	2303	684000	53210	2110	Classified Management : Ctr for Intl Trade Dev Offi Global Trade & Logistics Deputy Sector Navigator Jetza Torres (80%)	70,351	
12	2303	684000	53210	2130	Classified Employees : Ctr for Intl Trade Dev Offic Administrative Secretary, Jacqueline Valadez (20%) Business Services Coordinator (TBD) (70%)	46,879	
12	2303	684000	53210	3215	PERS - Non-Instructional : Ctr for Intl Trade Dev O	13,384	
12	2303	684000	53210	3315	OASDHI - Non-Instructional : Ctr for Intl Trade Dev	7,507	
12	2303	684000	53210	3325	Medicare - Non-Instructional : Ctr for Intl Trade D	1,756	
12	2303	684000	53210	3335	PARS - Non-Instructional : Ctr for Intl Trade Dev O	0	
12	2303	684000	53210	3415	H & W - Non-Instructional : Ctr for Intl Trade Dev	28,861	
12	2303	684000	53210	3435	H & W - Retiree Fund Non-Inst : Ctr for Intl Trade	1,211	
12	2303	684000	53210	3515	SUI - Non-Instructional : Ctr for Intl Trade Dev Of	1,332	
12	2303	684000	53210	3615	WCI - Non-Instructional : Ctr for Intl Trade Dev Of	2,906	
12	2303	684000	53210	3915	Other Benefits - Non-Instruct : Ctr for Intl Trade	3,855	
12	2303	684000	53210	4610	Non-Instructional Supplies : Ctr for Intl Trade Dev	991	

6.1 (45)

SPECIAL PROJECT DETAILED BUDGET #2303
NAME: Deputy Sector Navigator - Global Trade & Logistics (District)
FISCAL YEAR 2013/2014

CONTRACT PERIOD: 07/09/2013 - 06/30/2014
 CONTRACT AWARD: \$300,000
 CONTRACT No. TBD

PROJ ADM: Enrique Perez
 PROJ DIR: Jetza Torres
 Date: 7/10/2013

GL Account String					Description	New Budget	
Fd	Prj	Tops	Dept	Obj		Debit	Credit
12	2303	684000	53210	5100	Contracted Services : Ctr for Intl Trade Dev Office - Vital Link to convene high school educators and administrators and college faculty and administrators to identify strategic activities to engage more secondary students in global business and logistics. \$5,000 - In region investment mini-grants to colleges to increase regional capacity in global trade education and faculty curriculum development. \$67,618	72,618	
12	2303	684000	53210	5300	Inst Dues & Memberships : Ctr for Intl Trade Dev Membership fees for NASBITE International global business education \$285; Orange County Hispanic Chamber of Commerce (OCHCC) \$250, and Community Colleges for International Development (CCID) \$900.	1,435	
12	2303	684000	53210	5845	Excess/Copies Usage : Ctr for Intl Trade Dev Offic Copy machine lease/copy usage for printing/reproduction of global trade sector materials, brochures, and flyers.	700	
12	2303	684000	53210	5880	Internet Services : Ctr for Intl Trade Dev Office Internet services for global trade sector website maintenance and domain.	3,045	
12	2303	684000	53210	5895	Other Licenses & Fees : Ctr for Intl Trade Dev Office Assessment fee for Certified Global Business Professional (CGBP) credential.	375	
Total 2303 - DSN Global Trade & Logistics (Funded)						300,000	300,000

6.1 (46)

SPECIAL PROJECT DETAILED BUDGET # 2305

NAME: Deputy Sector Navigator - Information & Community Technologies (ICT)/Digital Media Sector Grant

FISCAL YEAR: 2013/14

CONTRACT PERIOD: 07/09/13 - 06/30/14
 CONTRACT INCOME: \$ 300,000
 RFA No. 13-158-006

PROJ. ADM. Enrique Perez
 PROJ. DIR. Gustavo Chamorro

Date: 07/10/13

GL Account String					Description	Debit	Credit
Fd	Prj	Tops	Dept	Code			
12	2305	000000	50000	8659	Other Reimb Categorical Allow : District Operations		300,000
12	2305	672000	50000	5865	Indirect Costs : District Operations	11,538	
12	2305	675000	53330	5210	Conference Expenses : Digital Media Cntr	5,000	
12	2305	684000	53330	2110	Classified Management : Digital Media Cntr -Dr. Gustavo Chamorro (80%)	92,034	
12	2305	684000	53330	2310	Classified Employees - Ongoing : Digital Media Cntr - Administrative Clerk (19 hrs/wk ongoing)	19,332	
12	2305	684000	53330	3215	PERS - Non-Instructional : Digital Media Cntr	12,715	
12	2305	684000	53330	3315	OASDHI - Non-Instructional : Digital Media Cntr	7,068	
12	2305	684000	53330	3325	Medicare - Non-Instructional : Digital Media Cntr	1,653	
12	2305	684000	53330	3415	H & W - Non-Instructional : Digital Media Cntr	16,582	
12	2305	684000	53330	3435	H & W - Retiree Fund Non-Inst : Digital Media Cntr	1,140	
12	2305	684000	53330	3515	SUI - Non-Instructional : Digital Media Cntr	1,254	
12	2305	684000	53330	3615	WCI - Non-Instructional : Digital Media Cntr	2,736	
12	2305	684000	53330	3915	Other Benefits - Non-Instruct : Digital Media Cntr	2,640	
12	2305	684000	53330	4610	Non-Instructional Supplies : Digital Media Cntr	3,000	
12	2305	684000	53330	5100	Contracted Services : Digital Media Cntr		
					- Strategic Planning collaborative core members	4,500	
					- Community College mini-grants	36,000	
					- Collaborative to strengthen pathways	7,654	
					- Reactor Café	15,000	
					- Website developer	39,000	
					- Online content & video consulting/production	19,804	
12	2305	684000	53330	5950	Software License & Fees	350	
12	2305	684000	53330	5940	Reproduction/Printing Expenses : Digital Media Cntr	1,000	
Totals for PROJECT: 2305					EWD DSN - ICT/Digital Media Sector Grant	300,000	300,000

6.1 (47)

SPECIAL PROJECT DETAILED BUDGET # 2305

NAME: Deputy Sector Navigator - Information & Community Technologies (ICT)/Digital Media Sector Grant

FISCAL YEAR: 2013/14

CONTRACT PERIOD: 07/09/13 - 06/30/14
 CONTRACT INCOME: \$ 300,000
 RFA No. 13-158-006

PROJ. ADM. Enrique Perez
 PROJ. DIR. Gustavo Chamorro

Date: 07/10/13

GL Account String					Description	Debit	Credit
Fd	Prj	Tops	Dept	Code			
11	0000	000004	50000	2130	Classified Employees : District Operations		97,252
11	0000	000004	50000	3415	H & W - Non-Instructional : District Operations		64,223
11	2305	684000	53330	2110	Classified Management : Digital Media Cntr - Dr. Gustavo Chamorro, DMC Director (20%)	23,008	
11	2305	684000	53330	2130	Classified Employees : Digital Media Cntr - Business Services Coordinator (100%)	51,905	
11	2305	684000	53330	3215	PERS - Non-Instructional : Digital Media Cntr	8,553	
11	2305	684000	53330	3315	OASDHI - Non-Instructional : Digital Media Cntr	4,769	
11	2305	684000	53330	3325	Medicare - Non-Instructional : Digital Media Cntr	1,115	
11	2305	684000	53330	3415	H & W - Non-Instructional : Digital Media Cntr	28,641	
11	2305	684000	53330	3435	H & W - Retiree Fund Non-Inst : Digital Media Cntr	769	
11	2305	684000	53330	3515	SUI - Non-Instructional : Digital Media Cntr	846	
11	2305	684000	53330	3615	WCI - Non-Instructional : Digital Media Cntr	1,846	
11	2305	684000	53330	3915	Other Benefits - Non-Instruct : Digital Media Cntr	2,010	
11	2305	679000	53330	2130	Classified Employees : Digital Media Cntr - Accountant (40%)	22,339	
11	2305	679000	53330	3215	PERS - Non-Instructional : Digital Media Cntr	2,551	
11	2305	679000	53330	3315	OASDHI - Non-Instructional : Digital Media Cntr	1,419	
11	2305	679000	53330	3325	Medicare - Non-Instructional : Digital Media Cntr	332	
11	2305	679000	53330	3415	H & W - Non-Instructional : Digital Media Cntr	9,802	
11	2305	679000	53330	3435	H & W - Retiree Fund Non-Inst : Digital Media Cntr	229	
11	2305	679000	53330	3515	SUI - Non-Instructional : Digital Media Cntr	252	
11	2305	679000	53330	3615	WCI - Non-Instructional : Digital Media Cntr	549	
11	2305	679000	53330	3915	Other Benefits - Non-Instruct : Digital Media Cntr	540	
TOTAL RSCCD Contributions - Direct Costs (Match)						161,475	161,475

6.1 (48)

SPECIAL PROJECT DETAILED BUDGET # 2305

NAME: Deputy Sector Navigator - Information & Community Technologies (ICT)/Digital Media Sector Grant

FISCAL YEAR: 2013/14

CONTRACT PERIOD: 07/09/13 - 06/30/14
 CONTRACT INCOME: \$ 300,000
 RFA No. 13-158-006

PROJ. ADM. Enrique Perez
 PROJ. DIR. Gustavo Chamorro

Date: 07/10/13

GL Account String					Description	Debit	Credit
Fd	Prj	Tops	Dept	Code			
Source of Funds: In-Kind Contributions from Industry							
				5000	Reactor Institute	60,000	
				5000	MelRoK	27,500	
Total In-Kind Industry Contributions						87,500	
TOTAL Match Contribution						248,975	

6.1 (49)

SPECIAL PROJECT DETAILED BUDGET # 2306

NAME: Deputy Sector Navigator - Retail Hospitality/Tourism/Learn and Earn Sector Grant

FISCAL YEAR: 2013/14

CONTRACT PERIOD: 07/09/13 - 06/30/14
 CONTRACT INCOME: \$ 300,000
 RFA No. 13-161-002

PROJ. ADM. Enrique Perez
 PROJ. DIR. Ruth Cossio-Muniz

Date: 07/11/13

GL Account String					Description	Debit	Credit
Fd	Prj	Tops	Dept	Code			
12	2306	000000	50000	8659	Other Reimb Categorical Allow : District Operations		300,000
12	2306	672000	50000	5865	Indirect Costs : District Operations	11,538	
12	2306	050100	15130	1480	Part-Time Reassigned Time - Faculty Experts/Advisors in RHT programs	8,000	
12	2306	050100	15130	1483	Beyond Contr - Reassigned Time	-	
12	2306	050100	15130	3115	STRS - Non-Instructional	660	
12	2306	050100	15130	3325	Medicare - Non-Instructional	116	
12	2306	050100	15130	3435	H & W Retiree Fd - Non-Inst	80	
12	2306	050100	15130	3515	SUI - Non-Instructional	88	
12	2306	050100	15130	3615	WCI - Non-Instructional	192	
12	2306	675000	53360	5210	Conference Expenses : Corporate Training	9,000	
12	2306	684000	53360	2110	Classified Management : Corporate Training - Project Director (80%)	81,455	
11	2306	684000	53360	2310	Classified Employees - Ongoing : Corporate Training - Business Services Coordinator (19 hrs/wk ongoing)	22,369	
12	2306	684000	53360	3215	PERS - Non-Instructional : Corporate Training	11,853	
12	2306	684000	53360	3315	OASDHI - Non-Instructional : Corporate Training	6,601	
12	2306	684000	53360	3325	Medicare - Non-Instructional : Corporate Training	1,544	
12	2306	684000	53360	3415	H & W - Non-Instructional : Corporate Training	16,354	
12	2306	684000	53360	3435	H & W - Retiree Fund Non-Inst : Corporate Training	1,065	
12	2306	684000	53360	3515	SUI - Non-Instructional : Corporate Training	1,171	
12	2306	684000	53360	3615	WCI - Non-Instructional : Corporate Training	2,555	
12	2306	684000	53360	3915	Other Benefits - Non-Instruct : Corporate Training	2,640	
12	2306	684000	53360	4610	Non-Instructional Supplies : Corporate Training	1,000	

6.1 (50)

SPECIAL PROJECT DETAILED BUDGET # 2306

NAME: Deputy Sector Navigator - Retail Hospitality/Tourism/Learn and Earn Sector Grant

FISCAL YEAR: 2013/14

CONTRACT PERIOD: 07/09/13 - 06/30/14
 CONTRACT INCOME: \$ 300,000
 RFA No. 13-161-002

PROJ. ADM. Enrique Perez
 PROJ. DIR. Ruth Cossio-Muniz

Date: 07/11/13

GL Account String					Description	Debit	Credit
Fd	Prj	Tops	Dept	Code			
12	2306	684000	53360	5100	Contracted Services : Corporate Training		
					- Strategic Planning collaborative core members	4,500	
					- Community College mini-grants	27,000	
					- Mini Convention and event promoting RHT Careers	26,000	
					- Website developer	25,000	
					- Online & Online content development	15,365	
					- Business Consultants - develop training content	9,654	
12	2306	684000	53360	5220	Mileage/Parking Expenses : Corporate Training	1,000	
12	2306	684000	53360	5300	Inst Dues & Memberships : Corporate Training	2,500	
12	2306	684000	53360	5660	Software Support Services : Corporate Training	850	
12	2306	684000	53360	5845	Excess/Copies Usage : Corporate Training	1,000	
12	2306	684000	53360	5940	Reproduction/Printing Expenses : Corporate Training	6,000	
12	2306	684000	53360	6410	Equipment - All Other > \$1,000 : Corporate Training	1,500	
12	2306	684000	53360	6419	Equip/Software - >\$200 <\$1,000 : Corporate Training	1,350	
Totals for PROJECT: 2306					EWD DSN - RHT Sector Grant	300,000	300,000

6.1 (51)

SPECIAL PROJECT DETAILED BUDGET # 2306

NAME: Deputy Sector Navigator - Retail Hospitality/Tourism/Learn and Earn Sector Grant

FISCAL YEAR: 2013/14

CONTRACT PERIOD: 07/09/13 - 06/30/14
 CONTRACT INCOME: \$ 300,000
 RFA No. 13-161-002

PROJ. ADM. Enrique Perez
 PROJ. DIR. Ruth Cossio-Muniz

Date: 07/11/13

GL Account String					Description	Debit	Credit
Fd	Prj	Tops	Dept	Code			
11	0000	000004	50000	2130	Classified Employees : District Operations		50,452
11	0000	000004	50000	3415	H & W - Non-Instructional : District Operations		21,701
11	2306	684000	53360	2110	Classified Management : Corporate Training - Ruth Cossio-Muniz (20%)	20,364	
11	2306	684000	53360	2310	Classified Employees - Ongoing : Corporate Training - Administrative Clerk (19 hrs/wk ongoing)	19,332	
11	2306	684000	53360	3215	PERS - Non-Instructional : Corporate Training	4,532	
11	2306	684000	53360	3315	OASDHI - Non-Instructional : Corporate Training	2,502	
11	2306	684000	53360	3325	Medicare - Non-Instructional : Corporate Training	585	
11	2306	684000	53360	3415	H & W - Non-Instructional : Corporate Training	4,364	
11	2306	684000	53360	3435	H & W - Retiree Fund Non-Inst : Corporate Training	404	
11	2306	684000	53360	3515	SUI - Non-Instructional : Corporate Training	444	
11	2306	684000	53360	3615	WCI - Non-Instructional : Corporate Training	969	
11	2306	684000	53360	3915	Other Benefits - Non-Instruct : Corporate Training	660	
11	2306	679000	53345	2130	Classified Employees : Resource Dev. - Accountant (21%)	10,756	
11	2306	679000	53345	3215	PERS - Non-Instructional : Resource Dev.	1,228	
11	2306	679000	53345	3315	OASDHI - Non-Instructional : Resource Dev.	684	
11	2306	679000	53345	3325	Medicare - Non-Instructional : Resource Dev.	160	
11	2306	679000	53345	3415	H & W - Non-Instructional : Resource Dev.	4,388	
11	2306	679000	53345	3435	H & W - Retiree Fund Non-Inst : Resource Dev.	110	
11	2306	679000	53345	3515	SUI - Non-Instructional : Resource Dev.	122	
11	2306	679000	53345	3615	WCI - Non-Instructional : Resource Dev.	265	
11	2306	679000	53345	3915	Other Benefits - Non-Instruct : Resource Dev.	284	
TOTAL RSCCD Contributions - Direct Costs (Match)						72,153	72,153

6.1 (52)

SPECIAL PROJECT DETAILED BUDGET # 2306

NAME: Deputy Sector Navigator - Retail Hospitality/Tourism/Learn and Earn Sector Grant

FISCAL YEAR: 2013/14

CONTRACT PERIOD: 07/09/13 - 06/30/14

CONTRACT INCOME: \$ 300,000

RFA No. 13-161-002

PROJ. ADM. Enrique Perez

PROJ. DIR. Ruth Cossio-Muniz

Date: 07/11/13

GL Account String								
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	
Source of Funds: In-Kind Contributions from contract education and industry partners								
				5000	In-Kind: RSCCD's Corporate Training Institute will waive KeyTrain assessment fees	100,000		
				5000	In-Kind: SAC investment of VTEA funds to develop the Consumer Studies program	21,000		
				5000	In-Kind: PPS Parking Inc.	1,100		
				5000	In-Kind: Orange County Hispanic Chamber of Commerce	7,215		
Total In-Kind Industry Contributions						129,315		
TOTAL Match Contribution						201,468		

6.1 (53)

SPECIAL PROJECT DETAILED BUDGET #2304
NAME: Deputy Sector Navigator - Small Business (District)
FISCAL YEAR 2013/2014

CONTRACT PERIOD: 07/09/2013 - 06/30/2014
 CONTRACT AWARD: \$300,000
 CONTRACT No. TBD

PROJ ADM: Enrique Perez
 PROJ DIR: Leila Mozaffari
 Date: 7/11/2013

GL Account String					Description	New Budget	
Fd	Prj	Tops	Dept	Obj		Debit	Credit
11	0000	000004	50000	2130	Classified Employees : District Operations		146,410
11	0000	000004	50000	3415	H & W - Non-Instructional : District Operations		53,590
11	2304	684000	53410	2110	Classified Management : Small Business Dev Ctr Business Prg & Svs Mngr - Maricela Sandoval @ 100% Marketing Specialist - Victor Macias @ 100%	118,060	
11	2304	684000	53410	2320	Classified Employees - Hourly : Small Business Dev Ctr Consultants/Business Experts \$45/hour x 658 hours	28,350	
11	2304	684000	53410	3215	PERS - Non-Instructional : Small Business Dev Ctr O	16,617	
11	2304	684000	53410	3315	OASDHI - Non-Instructional : Small Business Dev Ctr	9,366	
11	2304	684000	53410	3325	Medicare - Non-Instructional : Small Business Dev C	2,190	
11	2304	684000	53410	3415	H & W - Non-Instructional : Small Business Dev Ctr	13,969	
11	2304	684000	53410	3435	H & W - Retiree Fund Non-Inst : Small Business Dev	1,511	
11	2304	684000	53410	3515	SUI - Non-Instructional : Small Business Dev Ctr Of	1,662	
11	2304	684000	53410	3615	WCI - Non-Instructional : Small Business Dev Ctr Of	3,625	
11	2304	684000	53410	3915	Other Benefits - Non-Instruct : Small Business Dev	4,650	
					Total 2304 - DSN Small Business (Match)	200,000	200,000

The match required is \$200,000 that consists of district funded staff at \$200,000. In addition, leveraged funding from SBA/CSUF SBDC (federal-funds project #1317) at \$534,531.

SPECIAL PROJECT DETAILED BUDGET #2304
NAME: Deputy Sector Navigator - Small Business (District)
FISCAL YEAR 2013/2014

CONTRACT PERIOD: 07/09/2013 - 06/30/2014
 CONTRACT AWARD: \$300,000
 CONTRACT No. TBD

PROJ ADM: Enrique Perez
 PROJ DIR: Leila Mozaffari
 Date: 7/11/2013

GL Account String					Description	New Budget	
Fd	Prj	Tops	Dept	Obj		Debit	Credit
10000 - Santa Ana College							
12	2304	000000	10000	8659	Other Reimb Categorical Allow : Santa Ana College		6,154
12	2304	602000	15130	1483	Beyond Contr - Reassigned Time : Business Seminars Faculty Advisor/Liaison stipend/non-instructional rate. Integrate to the instructional component: 176 hours x \$30.56/hour - \$5,379	5,379	
12	2304	602000	15130	3115	STRS - Non-Instructional : Business Seminars	444	
12	2304	602000	15130	3325	Medicare - Non-Instructional : Business Seminars	78	
12	2304	602000	15130	3435	H & W - Retiree Fund Non-Inst : Business Seminars	54	
12	2304	602000	15130	3515	SUI - Non-Instructional : Business Seminars	70	
12	2304	602000	15130	3615	WCI - Non-Instructional : Business Seminars	129	
50000 - District Operations							
12	2304	000000	50000	8659	Other Reimb Categorical Allow : District Operations		293,846
12	2304	672000	50000	5865	Indirect Costs : District Operations	11,538	
12	2304	675000	53410	5210	Conference Expenses : Small Business Dev Ctr Office <u>Local/in-state travel</u> - California Hispanic Chamber of Commerce, Disabled Veteran-Owned Small Business Enterprise Annual Conference - Southern California 8(a) Conference -California Community Colleges Association of Occupational Educators (CCCAOE) Annual Conference \$1,245/attendee x three (3) conferences = \$3,735 <u>Out-of-state travel</u> - Association of Small Business Development Centers (ASBDC) Annual Conference September 9 – 12, 2013, Orlando, FL = \$2,630	6,365	
12	2304	684000	53410	2110	Classified Management : Small Business Dev Ctr Offi Small Business Deputy Sector Navigator Leila Mozaffari (100%)	127,116	
12	2304	684000	53410	3215	PERS - Non-Instructional : Small Business Dev Ctr O	14,514	
12	2304	684000	53410	3315	OASDHI - Non-Instructional : Small Business Dev Ctr	8,027	
12	2304	684000	53410	3325	Medicare - Non-Instructional : Small Business Dev C	1,877	
12	2304	684000	53410	3415	H & W - Non-Instructional : Small Business Dev Ctr	11,063	
12	2304	684000	53410	3435	H & W - Retiree Fund Non-Inst : Small Business Dev	1,295	
12	2304	684000	53410	3515	SUI - Non-Instructional : Small Business Dev Ctr Of	1,424	
12	2304	684000	53410	3615	WCI - Non-Instructional : Small Business Dev Ctr Of	3,107	
12	2304	684000	53410	3915	Other Benefits - Non-Instruct : Small Business Dev	2,350	
12	2304	684000	53410	4210	Books, Mags & Ref Mat, Non-Lib : Small Business Dev	325	
12	2304	684000	53410	4610	Non-Instructional Supplies : Small Business Dev Ctr	675	
12	2304	684000	53410	4710	Food and Food Service Supplies : Small Business Dev	500	
12	2304	684000	53410	5100	Contracted Services : Small Business Dev Ctr Office Contracted Services: in region investment grants to colleges to increase regional capacity in small business/entrepreneurship education and faculty curriculum development. Three (3) sub-contracts x \$30,000/each.	90,000	

SPECIAL PROJECT DETAILED BUDGET #2304
NAME: Deputy Sector Navigator - Small Business (District)
FISCAL YEAR 2013/2014

CONTRACT PERIOD: 07/09/2013 - 06/30/2014
 CONTRACT AWARD: \$300,000
 CONTRACT No. TBD

PROJ ADM: Enrique Perez
 PROJ DIR: Leila Mozaffari
 Date: 7/11/2013

GL Account String					Description	New Budget	
Fd	Prj	Tops	Dept	Obj		Debit	Credit
12	2304	684000	53410	5220	Mileage/Parking Expenses : Small Business Dev Ctr 2,655 miles x \$0.565/mile = \$1,500 (Project Director) 1,062 miles x \$0.565/mile = \$600 (Faculty Liaison)	2,100	
12	2304	684000	53410	5800	Advertising : Small Business Dev Ctr Office Advertising/marketing for small business deputy sector program promotion, banners, booth displays.	11,070	
12	2304	684000	53410	5940	Reproduction/Printing Expenses : Small Business Dev	500	
Total 2304 - DSN Small Business (Funded)						300,000	300,000

SPECIAL PROJECT DETAILED BUDGET: #3486
NAME: Industry Driven Regional Collaborative (IDRC)
FISCAL YEAR: 2013/2014

CONTRACT TERM: **04/01/13 - 8/30/13**
CONTRACT AMOUNT: **\$ 17,000**

PROJ ADM: Corine Doughty
DATE: 07/10/13

Contract Agreement between Grossmont-Cuyamaca Community College District (GCCCD) Industry Driven Regional Collaborative (IDRC) and Santiago Canyon College, Contract # C11943.

GL Account String					Description	Debit	Credit
Fd	Prj	Tops	Dept	Code			
12	3486	000000	20000	8891	Other Local Rev - Special Proj		17,000
12	3486	095800	25260	4210	Books, Mags & Ref Mat, Non-Lib : Water Utility Sci		
12	3486	095800	25260	4310	Instructional Supplies : Water Utility Sci	6,485	
12	3486	095800	25260	5100	Contracted Services : Water Utility Sci	7,500	
12	3486	602000	25260	1480	Part-Time Reassigned Time : Water Utility Sci	-	
12	3486	602000	25260	1483	Beyond Contr - Reassigned Time : Water Utility Sci	-	
12	3486	602000	25260	1484	Int/Sum Beynd Contr-Reassigned : Water Utility Sci	-	
12	3486	602000	25260	1485	Int/Sum Reassigned Time, PT : Water Utility Sci	2,664	
12	3486	602000	25260	3115	STRS - Non-Instructional : Water Utility Sci	220	
12	3486	602000	25260	3325	Medicare - Non-Instructional : Water Utility Sci	39	
12	3486	602000	25260	3335	PARS - Non-Instructional : Water Utility Sci	-	
12	3486	602000	25260	3435	H & W - Retiree Fund Non-Inst : Water Utility Sci	27	
12	3486	602000	25260	3515	SUI - Non-Instructional : Water Utility Sci	1	
12	3486	602000	25260	3615	WCI - Non-Instructional : Water Utility Sci	64	
						17,000	17,000

6.1 (57)

SPECIAL PROJECT DETAILED BUDGET #2470
NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE
FISCAL YEAR 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014
 CONTRACT AWARD: \$50,500
 CONTRACT No. 13-109-024

PROJ ADM: Micki Bryant
 PROJ DIR: Catherine Shaffer
 Date: 7/11/2013

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11_0000_000004_10000_1110	Contract Instructor : SAC		79,010		79,010		
11_0000_000004_10000_2130	Classified Employees : SAC		35,291		35,291		
11_0000_000004_10000_3415	H & W - Non-Instructional :		70,474		70,474		
11_2470_633000_15340_1250	Contract Coordinator : MESA <i>Catherine Shaffer, MESA Director @ 75%</i>	79,010		79,010			
11_2470_633000_15340_2130	Classified Employees : MESA <i>Suzanne Lohman, Student Services Coordinator @ 50%</i>	35,291		35,291			
11_2470_633000_15340_3115	STRS - Non-Instructional : MESA	6,518		6,518			
11_2470_633000_15340_3215	PERS - Non-Instructional : MESA	8,058		8,058			
11_2470_633000_15340_3315	OASDHI - Non-Instructional : MESA	4,460		4,460			
11_2470_633000_15340_3325	Medicare - Non-Instructional : MESA	2,202		2,202			
11_2470_633000_15340_3415	H & W - Non-Instructional : MESA	40,113		40,113			
11_2470_633000_15340_3435	H & W - Retiree Fund Non-Inst : MESA	1,519		1,519			
11_2470_633000_15340_3515	SUI - Non-Instructional : MESA	1,671		1,671			
11_2470_633000_15340_3615	WCI - Non-Instructional : MESA	3,645		3,645			
11_2470_633000_15340_3915	Other Benefits - Non-Instruct : MESA	2,288		2,288			
	Total #2470 MESA (Match)	184,775	184,775	184,775	184,775	0	0

The match requirement is 1:1; actual contribution is 3:1 consisting of Catherine Shaffer at 75%, MESA Director; Suzanne Lohmann at 50%, MESA Student Services Coordinator; and benefits for both. All benefits for these full-time positions are unallowable costs to the grant.

6.1 (58)

SPECIAL PROJECT DETAILED BUDGET #2470

NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE

FISCAL YEAR 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014

CONTRACT AWARD: \$50,500

CONTRACT No. 13-109-024

PROJ ADM: Micki Bryant

PROJ DIR: Catherine Shaffer

Date: 7/11/2013

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2470_000000_10000_8659	Other Reimb Categorical Allow : SAC		50,500		50,500		0
12_2470_679000_10000_5865	Indirect Costs : Santa Ana College @ 4%	1,942		1,942		0	
12_2470_170100_15340_2420	Inst Assistant - Hourly : MESA <i>PT AEW Peer Facilitators/Tutors</i>	6,006		3,064			2,942
12_2470_170100_15340_3321	Medicare - Instructional : MESA	87		44			43
12_2470_170100_15340_3331	PARS - Instructional : MESA	78		40			38
12_2470_170100_15340_3431	H & W - Retiree Fund Inst : MESA	60		31			29
12_2470_170100_15340_3511	SUI - Instructional : MESA	97		34			63
12_2470_170100_15340_3611	WCI - Instructional : MESA	144		73			71
12_2470_633000_15340_2130	Classified Employees : MESA <i>Suzanne Lohman, Student Services Coordinator @ 50%</i>	31,782		35,291		3,509	
12_2470_633000_15340_2340	Student Assistants - Hourly : MESA	1,890		0			1,890
12_2470_633000_15340_3435	H & W - Retiree Fund Non-Inst : MESA	19		0			19
12_2470_633000_15340_3615	WCI - Non-Instructional : MESA	45		0			45
12_2470_633000_15340_4210	Books, Mags & Ref Mat, Non-Lib : MESA	0		3,080		3,080	
12_2470_633000_15340_4610	Non-Instructional Supplies : MESA	200		200		0	
12_2470_633000_15340_4710	Food and Food Service Supplies : MESA	1,962		1,162			800
12_2470_633000_15340_5300	Inst Dues & Memberships : MESA	400		400		0	
12_2470_633000_15340_5805	Awards & Incentives : MESA	225		225		0	
12_2470_633000_15340_5905	Other Participant Travel Exp : MESA	2,463		2,263			200
12_2470_675000_15340_5210	Conference Expenses : MESA	3,100		2,651			449
	Total #2470 MESA (Funded)	50,500	50,500	50,500	50,500	6,589	6,589

6.1 (59)

SPECIAL PROJECT DETAILED BUDGET # 2450
NAME: Santa Ana Middle College High School
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 7/1/13 to 6/30/14
 CONTRACT INCOME: \$99,000
 Grant No.: 13-110-011

PROJ. ADM. Sara Lundquist
 PROJ. DIR. TBD

DATE: 07/10/13

GL Account String	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2450-000000-10000-8659	Other Reimb Categorical All		84,153		99,000		14,847
12-2450-679000-10000-5865	Indirect Costs : Santa Ana	3,236		3,808		572	
12-2450-100600-15565-2350	Overtime - Classified Emplo	500		-			500
12-2450-100600-15565-3315	OASDHI - Non-Instructional	31		-			31
12-2450-100600-15565-3325	Medicare - Non-Instructiona	7		-			7
12-2450-100600-15565-3435	H & W - Retiree Fund Non-In	5		-			5
12-2450-100600-15565-3515	SUI - Non-Instructional : P	8		-			8
12-2450-100600-15565-3615	WCI - Non-Instructional : P	12		-			12
12-2450-631000-15310-1430	Part-Time Counselors : Coun	62,636		57,000			5,636
12-2450-631000-15310-3115	STRS - Non-Instructional :	5,168		4,703			465
12-2450-631000-15310-3325	Medicare - Non-Instructiona	908		827			81
12-2450-631000-15310-3435	H & W - Retiree Fund Non-In	626		570			56
12-2450-631000-15310-3515	SUI - Non-Instructional : C	1,008		797			211
12-2450-631000-15310-3615	WCI - Non-Instructional : C	1,503		1,368			135
12-2450-490100-19100-4310	Instructional Supplies	-		13,000		13,000	
12-2450-649000-19100-5300	Inst Dues & Memberships : S	3,300		3,900		600	
12-2450-649000-19100-5966	Transportation	-		6,000		6,000	
12-2450-675000-19100-5210	Conference Expenses : Stude	5,205		7,027		1,822	
Totals for PROJECT: 2450	Santa Ana Middle College H.S.	84,153	84,153	99,000	99,000	21,994	21,994

6.1 (60)

SPECIAL PROJECT DETAILED BUDGET #3671
NAME: SBDC - Union Bank Small Business Technical Assistance Program (District)
FISCAL YEAR 2013/2014

CONTRACT TERM: 4/1/2013 - 4/30/2016

CONTRACT AWARD: \$50,000

RSCCDF Admin. Fee (10%): -\$5,000

Balance: \$45,000/year

CONTRACT No. N/A

PROJ ADM: Enrique Perez

PROJ DIR: Leila Mozaffari

Date: 7/11/2013

Funding source: Union Bank Foundation grant award to RSCCD Foundation on behalf of Orange County SBDC.

GL Account String					Description	New Budget	
Fd	Prj	Tops	Dept	Obj		Debit	Credit
12	3671	000000	50000	8891	Other Local Rev - Special Proj : District Operations		45,000
12	3671	684000	53410	2320	Classified Employees - Hourly : Small Business Dev Business Experts @ \$45/hr. x 816 hours	36,720	
12	3671	684000	53410	3215	PERS - Non-Instructional : Small Business Dev Ctr O	4,205	
12	3671	684000	53410	3315	OASDHI - Non-Instructional : Small Business Dev Ctr	2,277	
12	3671	684000	53410	3325	Medicare - Non-Instructional : Small Business Dev C	532	
12	3671	684000	53410	3435	H & W - Retiree Fund Non-Inst : Small Business Dev	367	
12	3671	684000	53410	3515	SUI - Non-Instructional : Small Business Dev Ctr Of	18	
12	3671	684000	53410	3615	WCI - Non-Instructional : Small Business Dev Ctr Of	881	
					Total 3671 - SBDC Union Bank TAP	45,000	45,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 22, 2013
Re: Approval of Second Amendment to Sub-award Agreement between RSCCD and The Regents of the University of California and First Amendment to Sub-award Agreement between RSCCD and the SAUSD for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 - Year 4	
Action: Request for Approval	

BACKGROUND

Santa Ana College receives a six-year United States Department of Education grant called Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP), 2009. The GEAR UP program is a discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP is unique from other initiatives. This program uses partnerships committed to serving students beginning no later than the seventh grade through high school graduation. GEAR UP supplements existing reform efforts, offers services that promote academic preparation and the understanding of necessary costs to attend college, provides professional development, and continuously builds capacity so that projects can be sustained beyond the term of grant.

ANALYSIS

Santa Ana College and their partners, The Regents of the University of California and SAUSD, desire that the performance in the funding period of July 31, 2012 through July 30, 2013 be extended through July 30, 2014, and to reallocate grant funds without additional cost to Santa Ana College. Consequently, the parties desire to amend the Total Cost of their Agreements, as follows.

- The Regents of the University of California – from \$279,001 to \$294,001 (increased by \$15,000)
- SAUSD – from \$108,000 to \$93,000 (reduced by \$15,000).

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: July 22, 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 TWO TO GRANT SUB-AGREEMENT BETWEEN
 RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
 SANTA ANA COLLEGE
 AND
 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

THIS SECOND AMENDMENT is entered into this 22th day of July, 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, 2012 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 for a year, beginning July 31, 2013, and ending July 30, 2014.

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, 2012 and ending July 30, 2014 and shall be in the amount of \$294,001 (increased by \$15,000) 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 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 Second Amendment, remain unchanged. All obligations of the parties that would have terminated on July 30, 2013 are hereby extended to July 30, 2014.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Second Amendment to Agreement to be executed as of this 22nd day of July, 2013.

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)

**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 22nd day of July, 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, 2012 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 for a year, beginning July 31, 2013, and ending July 30, 2014, 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, 2012 and ending July 30, 2014 and shall be in the amount of \$93,000 (reduced by \$15,000) and subject to the provisions of this Agreement. **SAUSD** further agrees to contribute \$717,605 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension 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, 2013 are hereby extended to July 30, 2014.

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 22nd day of July, 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)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 22, 2013
Re:	Adoption of Resolution No. 13-30 – California Department of Education (CSPP-3331)	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District received funding from the California Department of Education for the purpose of providing preschool program services during the performance period of July 1, 2013 through June 30, 2014, in accordance with the funding terms and conditions of Contract No. CSPP-3331.

ANALYSIS

As part of the acceptance process, the California Department of Education requires that the Board of Trustees designate and approve an authorized representative of the district to sign any related contract and amendment documents related to this program.

RECOMMENDATION

It is recommended that the Board adopts this contract resolution with the California Department of Education and that the Chancellor or his designee be authorized to sign the contract on behalf of the district.

Fiscal Impact: none	Board Date: July 22, 2013
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to enter into this contract agreement with the California Department of Education for the purpose of providing preschool program services **and to authorize the designated personnel to sign related contract and amendment documents for the fiscal year 2013/2014.**

RESOLUTION NO. 13-30

BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes entering into contract agreement number **CSPP-3331** with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez</u>	<u>Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 22nd day of July, 2013, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Lawrence R. "Larry" Labrado, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 22, 2013
Re:	Adoption of Resolution No. 13-31 – California Department of Education (CCTR-3163)	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District received funding from the California Department of Education for the purpose of providing child care and development services during the performance period of July 1, 2013 through June 30, 2014, in accordance with the funding terms and conditions of Contract No. CCTR-3163.

ANALYSIS

As part of the acceptance process, the California Department of Education requires that the Board of Trustees designate and approve an authorized representative of the district to sign any related contract and amendment documents related to this program.

RECOMMENDATION

It is recommended that the Board adopt this contract resolution with the California Department of Education and that the Chancellor or his designee be authorized to sign the contract on behalf of the district.

Fiscal Impact: none	Board Date: July 22, 2013
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to enter into this contract agreement with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign related contract and amendment documents for the fiscal year 2013/2014.**

RESOLUTION NO. 13-31

BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes entering into contract agreement number **CCTR-3163** with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez</u>	<u>Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 22nd day of July, 2013, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Lawrence R. "Larry" Labrado, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: July 22, 2013
Re:	First Reading of Revised Board Policies	
Action:	Information	

BACKGROUND

The Board Policy Committee met on July 1, 2013 and reviewed recommended revisions to four existing policies as well as the third section (3000) of the restructured Board Policies. These policies are now presented for first reading.

ANALYSIS

The District subscribes to the Policy and Procedure Services of the Community College League of California (CCLC). This service provides district's with model board policies which comply with state law, Title 5 regulations and address the relevant accreditation standards. The CCLC system for numbering and organizing these policies is different than the current RSCCD system. The Board Policy Committee is recommending that our policies be updated and revised to conform to the CCLC model structure.

RECOMMENDATION

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

Fiscal Impact: None	Board Date: July 22, 2013
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

BP 2365 Recording

References:

Education Code Section 72121(a); Government Code Sections 54953.5 and 54953.6

Any audio or video recording of an open and public Board meeting made by or at the direction of the Board, if the Board causes any tape or video recording of a meeting, the recording shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250 et seq. The Chancellor is directed to enact administrative procedures to ensure that any such recordings are maintained for at least thirty days following the taping or recording.

Persons attending an open and public meeting of the Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.

Adopted: October 8, 2012; Revised _____

BP 2410 Setting Policy

Reference:

Education Code Section 70902; Accreditation Standard IV.B.1.b & e;

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to district activities. All district employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board may be adopted, revised, added to or amended at any regular board meeting by a majority vote. Any adoption and/or approval of new Board policies or changes to existing Board policies must take place as part of a two meeting approval process. The first meeting will be considered the "**FIRST READING, INFORMATION ONLY**" of the policy or change to existing policy for the purpose of review, questions and answers, and other considerations of the recommendation. At the second meeting, it will be considered the "**SECOND READING, ACTION ITEM.**" The Board will consider the item for action, which may have been modified at either the first or second reading. If the modification at the second reading is major, as determined by the Board, such a reading will be termed a first reading and introduced at a subsequent Board meeting as a second reading.

The Chancellor is authorized to amend policies without Board approval for the following reasons:

- Correction of typographical errors.
- Revisions/additions to statutory and regulatory references.

The Chancellor shall notify the Board when these corrections or revisions are made.

The RSCCD Board of Trustees believes that a major trustee role is to set policy for the District. In setting policy, the Board wants to create and work within a participatory environment with respect for students and all employee groups. For developing policies regarding the academic and professional matters numbered 1, 2, 3, 5, and 8, the Board will consult collegially with the faculty by relying primarily on the advice and judgment of the Academic Senate (per previous agreement with the Senate).*

For developing policy regarding the other five academic and professional matters, the Board will consult with the faculty through the mutual agreement process previously agreed upon. At RSCCD, the mutual agreement process is the use of the shared governance structure consisting of councils, committees, and the District Council. Further, representatives of staff and student groups are encouraged to work within the established processes to address the issues of the District.

The Board of Trustees values consensus building; however, it realizes its legal responsibility to make final decisions regarding policy.

*For the following items the Board of Trustees will rely primarily upon the advice of the Academic Senate:

1) Curriculum, including establishing prerequisites and placing courses within disciplines; 2) Degree and certificate requirements; 3) Grading policies; 5) Standard or policies regarding student preparation and success; 8) Policies for faculty professional development activities;

For the following items, the Board of Trustees will come to mutual agreement with the Academic Senate:

4) Educational program development; 6) District and college governance structures, as related to faculty roles; 7) Faculty roles and involvement in accreditation processes, including self study and annual reports; 9) Processes for program review; 10) Processes for institutional planning and budget development.

Administrative regulations are to be issued by the Chancellor as statements of method to be used in implementing Board Policy. Such administrative regulations shall be consistent with the intent of Board Policy. Administrative regulations may be revised as deemed necessary by the Chancellor. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.

Copies of all policies and administrative procedures shall be readily available to District employees through the District website.

Revised: ~~October 8, 2012~~ _____ (Previously BP9001 and BP9023)

BP 2510 Participation in Local Decision Making

References:

Education Code Section 70902(b)(7); Title 5, Sections 53200 et seq., (Academic Senate), 51023.5 (staff), 51023.7 (students); Accreditation Standard IV.A

The Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for board action and administrative procedures for Chancellor action under which the District is governed and administered.

Each of the following shall participate as required by law in the decision-making processes of the district:

Academic Senate(s) (Title 5, Sections 53200-53206.)

The Board or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law and specified in Board Policy ~~9001~~ 2410.

Staff (Title 5, Section 51023.5.)

Staff shall be provided with opportunities to participate in the formulation and development of district policies and procedures that have a significant effect on staff. The opinions and recommendations of recognized classified and management organizations will be given every reasonable consideration.

Students (Title 5, Section 51023.7.)

The Associated Student Governments shall be given an opportunity to participate effectively in the formulation and development of district policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Student Governments will be given every reasonable consideration. The selection of student representatives to serve on district committees or task forces shall be made after consultation with the Associated Student Governments.

Except for unforeseeable emergency situations, the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, et seq.

Revised: ~~October 8, 2012~~ _____ (Previously BP9033)

BP 3100 Organizational Structure ~~—BP2114~~

~~Legal Reference:~~ Education Code 72400

The Chancellor shall establish organizational charts that delineate the lines of responsibility and fix the general duties of employees within the District.

Adopted March 28, 2011; Revised _____ (Previously BP2114)

BP 3200 Accreditation ~~—BP7100~~

Reference: Accreditation Eligibility Requirement ~~21~~ 20, Standard IV.B.1.i

The Chancellor shall ensure the District complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and of other District programs that seek special accreditation.

The Chancellor shall keep the Board informed of approved accrediting organizations and the status of accreditations.

The Chancellor shall ensure that the Board is involved in any accreditation process in which Board participation is required.

The Chancellor shall provide the Board with a summary of any accreditation report and any actions taken or to be taken in response to recommendations in an accreditation report.

Adopted March 28, 2011; Revised _____ (Previously BP7100)

BP 3250 Institutional Planning ~~—BP7200~~

Reference: Accreditation Standard I.B. Title 5, Sections 51008, 51010, 51027, 53003, 54220, 55080, 55190, 55250, 55510, 56270 et seq.

The Chancellor shall ensure that the District has and implements a broad-based comprehensive, systematic and integrated system of planning that involves appropriate segments of the college community and is supported by institutional effectiveness research.

The planning system shall include plans required by law, including, but not limited to:

- Long range educational or academic master plan, which shall be updated periodically as deemed necessary by the governing board
- Facilities plan
- Faculty and staff diversity plan
- Student equity plan
- Matriculation
- Transfer Center
- Cooperative Work Experience
- EOPS

The Chancellor shall submit those plans for which Board approval is required by Title 5 to the Board.

The Chancellor shall inform the Board about the status of planning and the various plans.

The Chancellor shall ensure the Board has an opportunity to assist in developing the general institutional mission and goals for the comprehensive plans.

Adopted March 28, 2011; Revised _____ (Previously BP7200)

BP 3280 Grants ~~BP3207~~

~~Legal Reference: Education Code 70902 12033 Powers of State Treasurers 12200 Federal Funds for Community Colleges; Powers of State Board and Local Boards 12220 Authorization of Certain Officers and Agencies to Administer Federal Acts within This State 12400 Authority to Receive and Expend Funds 12401 No Prior Approval Needed From State Board of Education~~

The district may seek grants from various funding sources that directly support the mission of the district and its colleges.

The Board of Trustees will be informed about all grant applications made and grants received by the district.

The chancellor shall establish procedures to assure timely application and processing of grant applications and funds and that the grants that are applied for directly support the purposes of the District.

Revised ~~September 8, 2003~~ _____ (Previously BP3207)

BP 3300 Public Records ~~BP3106~~

~~Legal Reference: Government Code Sections 6250, et seq.~~

The Chancellor shall establish procedures for records management, including access by the public, that comply with the requirements of the California Public Records Act.

Adopted 05/20/02; Revised _____ (Previously BP3106)

BP 3310 Records Retention and Destruction - ~~BP3105~~

Legal Reference: Title 5, Sections 59020, et seq.; Federal Rules of Civil Procedure: Rules 16, 26, 33, 34, 37, 45

The Chancellor shall establish administrative procedures to assure the retention and destruction of all District records—including electronically stored information as defined by the Federal Rules of Civil Procedure—in compliance with Title 5. Such records shall include ~~including~~ but not be limited to student records, employment records and financial records, ~~that comply with Title 5.~~

Revised ~~May 20, 2002~~ _____ (Previously ~~BP3105~~)

BP3406 Environmentally Preferable Purchase and Sustainable Practices

Legal Reference: AB 939

~~The district office, colleges and educational sites of the Rancho Santiago Community College District shall continually strive to minimize the generation of waste through utilization of waste prevention techniques, reuse of materials, collection/recycling and composting. The District shall support markets for recycled materials through the procurement of recycled content products whenever possible.~~

~~In pursuit of the goal of reducing energy use and costs affiliated with energy consumption, the District shall purchase, whenever financially practical, only those appliances and products that have met ENERGY STAR specifications for energy efficiency or an equivalent standard. The Chancellor shall establish appropriate procedures to ensure that the purchase of single and bulk equipment meet the guidelines of this policy.~~

~~The Rancho Santiago Community College District holds sustainability to be a foundational principle in its current and future development. As a responsible steward of natural resources and the environment, the District will endeavor to minimize its impact on the environment by implementing best practices for conserving resources, reducing waste, implementing energy reduction and alternative energy generation strategies, constructing efficient buildings, and by developing partnerships that will further these activities.~~

~~The Board of Trustees delegates authority to the Chancellor to establish administrative procedures regulations for sustainable practices in the following areas: environmental education and training, energy, waste management and recycling, resource conservation, facilities, grounds and landscape management, hazardous materials, transportation and air quality, and purchasing practices. that will direct the District to engage in sustainable building practices for new buildings or major renovation projects in excess of 5,000 square feet of occupied space. New buildings and renovations of this size will meet or exceed the United States Building Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) silver rating or an equivalent standard. Buildings need not be certified but shall earn all the necessary points outlined in USGBC's LEED standards for certification, or a similar set of standards.~~

~~Whenever it is deemed appropriate and economically feasible, the District shall also pursue sustainable building practices for new construction and major renovation projects between 1,000 and 5,000 square feet of occupied space.~~

See AR 3406

Revised ~~3/28/11~~ _____

BP 3420 Equal Employment Opportunity - ~~BP4104~~

Legal References: Title VII of the Civil Rights Act of 1964; Article 1, Section 31 of the California Constitution; Title 5 of the California Code of Regulations, Section 53000 et seq.; Education Code Section 87100

The Board supports efforts to ensure equal opportunity and sees the value of having a diverse work force. Diversity in the academic environment fosters cultural, social and civic awareness as well as mutual understanding and respect. The Board commits itself to the principle of equal employment through a continuing equal opportunity employment program.

The District prohibits discrimination and harassment based on ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, physical or mental disability, gender identity, medical condition (cancer-related or genetic characteristics), marital status, citizenship, or service in the uniformed services, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics. This Board policy applies to all employment practices, including recruitment, selection, promotion, transfer, salary, training and development, discipline and dismissal.

This Board policy prohibits retaliation against any employee or person seeking employment for bringing a complaint of discrimination or harassment pursuant to this policy. This Board policy also prohibits retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in an investigation or resolution of a complaint of discrimination or harassment.

The Chancellor shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with California law as from time to time modified or clarified by judicial interpretation.

Nothing in this Board policy shall authorize in any plan for equal employment opportunity the setting of numerical goals or quotas, or preferences, in conflict with state law.

Adopted July 13, 2009; Revised _____ (Previously BP4104)

~~Americans With Disabilities Act - BP4121~~

~~Adopted 03/27/95~~

~~It is the policy of the Rancho Santiago Community College District Board of Trustees to comply fully with the Americans with Disabilities Act. This policy ensures equal opportunity in employment for all qualified persons with disabilities.~~

~~**Legal Reference:** Public Law 100-336~~

BP 3430 Prohibition of Harassment (new)

References: Education Code Sections 212.5, 44100, 66252, and 66281.5; Government Code Section 12950.1; Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation including acts of sexual violence. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, or because he or she is perceived to have one or more of the foregoing characteristics.

The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation

against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

To this end the Chancellor shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

The Chancellor shall establish procedures that define harassment on campus. The Chancellor shall further establish procedures for employees, students, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination, and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.

This policy and related written procedures (including the procedure for making complaints) shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution. They shall be available for students and employees in all administrative offices.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion.

Adopted _____

BP 3440 Service Animals –BP 1370

Reference: The Americans with Disabilities Act of 1990 -- 42 United States Code Sections 12101 et seq.; 28 Code of Federal Regulations Part 35; 28 Code of Federal Regulations Part 36; 34 Code of Federal Regulations Part 104.44(b)

In order to prevent discrimination on the basis of disability, the District will allow an individual with a disability to use a trained service dog or miniature horse in District facilities and on District campuses in compliance with state and federal law.

Adopted: December 5, 2011; Revised _____ (Previously BP1370)

BP 3500 District Safety –BP3517

Legal Reference: Education Code 67380(a)(4)

The Board is committed to a safe and secure district work and learning environment. To that end, the Chancellor shall ensure that there are safety plans established and posted or otherwise made available at each site. The safety plans shall include availability and location of security personnel, methods for summoning assistance of security personnel, any special safeguards that have been established, any actions

taken in the preceding 18 months to increase safety, and any changes in safety precautions to be made during the next 24 months.

Revised ~~05/20/02~~ _____ (Previously BP3517)

BP 3501 Campus Security and Access - ~~BP1340~~

Reference: 34 Code of Federal Regulations Part 668.46(b)(3)

The Chancellor shall establish procedures for security and access to District facilities.

Adopted: December 5, 2011; **Revised** _____ (Previously BP1340)

BP 3505 Emergency Response Plan – ~~BP7400~~

Legal References: Education Code Sections 32280 et seq. and 71095; Government Code Sections 3100 and 8607(a);_Homeland Security Act of 2002;_National Fire Protection Association 1600; Homeland Security Presidential Directive-5; Executive Order S-2-05; 19California Code of Regulations Sections 2400-2450; 34 Code of Federal Regulations 668.46(g)

The District shall have emergency response and evacuation procedures for notifying the campus community in the event of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on the campus.

All employees of the district are responsible for the safety of students while on district property and at district functions during times of emergency.

The Chancellor shall establish procedures that ensure that the District implements a plan to be activated in the event of an emergency or the occurrence of a natural disaster or hazardous condition. This plan must comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS) and should incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs. The plan must incorporate NIMS and SEMS to facilitate the coordination between and among agencies in the event of an emergency or natural disaster.

Compliance with NIMS and SEMS mandates include but are not limited to:

- Establishing disaster preparedness procedures or a plan; and
- Completion of training sessions by college personnel in compliance with NIMS and SEMS guidelines
- Training requirements vary based on job titles or assigned roles within the emergency plan.

College personnel must be informed that as public employees, they are also disaster service workers during national, state, and local emergencies. The District must ensure that its employees are in compliance with the disaster service worker oath requirements.

The Chancellor should ensure that a team is created to carry out compliance with NIMS and SEMS mandates. The responses to emergencies or natural disasters are organized by SEMS into five categories: field response, local government, operational areas, regions, and state.

The plan should contain information regarding activation and chain of command responsibilities. Compliance with NIMS mandates requires planning and incorporation for all phases of emergency management including mitigation and prevention, preparedness, response and recovery. The District

must ensure that its plan is updated regularly. Colleges must comply with NIMS and SEMS to receive federal or state funding.

Revised: ~~December 5, 2011~~ _____ (Previously BP6114 and BP7400)

~~Emergencies – BP6114~~

~~Revised 03/11/96~~

~~All employees of the district are responsible at all times for the safety of students. Procedures and requirements shall be published in the District's Emergency Procedures manual, which is to be maintained by the District Safety Office.~~

~~Legal Reference: Education Code: 51202, Instruction in personal and public health and safety 32000-32004, Uniform Fire Signals~~

BP 3510 Workplace Violence Plan – BP3522 (Formerly numbered BP 4139)

~~Legal References: Cal/OSHA; Labor Code §§ 6300 et seq; 8 Cal. Code Regs. § 3203; "Workplace Violence Safety Act of 1994" (Code of Civil Procedure § 527.8 and Penal Code §§ 273.6 and 12021)~~

The Board is committed to providing a district work and learning environment that is free of violence and the threat of violence. The Board's priority is the effective handling of critical workplace violence incidents, including those dealing with actual or potential violence.

The Chancellor shall establish administrative procedures that assure that employees are informed regarding what actions will be considered violent acts, and requiring any employee who is the victim of any violent conduct in the workplace, or is a witness to violent conduct, to report the incident, and that employees are informed that there will be no retaliation for such reporting.

Adopted 05/20/02; Revised _____ (Previously BP4139 and BP3522)

BP 3515 Reporting of Crimes – BP3521 (Formerly numbered BP 4125)

~~Legal References: Education Code Section 67380; Code of Federal Regulations, Title 34, Part 668~~

The chancellor shall assure that, as required by law, reports are prepared of all occurrences reported to district safety arrests for crimes committed on campus that involve violence, hate violence, theft or destruction of property, illegal drugs, or alcohol intoxication. The Chancellor shall further assure that required reports of non-criminal acts of hate violence are prepared. Such reports shall be made available as required by law.

Revised 05/20/02 _____ (Previously BP4125 and BP3521)

BP 3518 Child Abuse Reporting (new)

Legal References: Penal Code Sections 261, 264.1, 273a, 273d, 285, 286, 288, 288a, 289, 647a, and 11164-11174.3; Welfare and Institutions Code Sections 300, 318, and 601; Family Code Sections 7802, 7807, 7808, 7820-7829, 7890, and 7892

The Chancellor shall establish procedures related to the responsibility of employees, within the scope of employment or in their professional capacity, to report suspected abuse and neglect of children.

Adopted _____

BP3520 Local Law Enforcement

Legal References: Education Code Section 67381; 34 Code of Federal Regulations Section 668.46(b)(4)

Rancho Santiago Community College District, on behalf of each campus or center, shall enter into a written agreement with local law enforcement agencies. The agreement shall clarify operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, occurring at each location.

The written agreement shall designate which law enforcement agency shall have operational responsibility for violent crimes and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

The written agreements required by this policy shall be public records and shall be made available for inspection by members of the public upon request.

The Rancho Santiago Community College District encourages accurate and prompt reporting of all crimes to the campus police and/or the appropriate police agencies. The Chancellor shall establish procedures that encourage pastoral counselors and professional counselors, if and when they deem it appropriate, to inform the persons they are counseling of any procedures to report crimes on a voluntary, confidential basis for inclusion in the annual disclosure of crime statistics.

See administrative regulation AR3520.

Adopted February 7, 2005; Revised _____

BP 3530 Weapons on Campus

Legal Reference: California Penal Code Section 626.9 and 626.10 b, 12303.2, 12031, and section re. fire arms, explosives, dangerous substances

Firearms or other weapons, explosives or dangerous substances shall be prohibited on any college campus or District center or in any facility of the District except for activities conducted under the direction of District officials or as authorized by an official law enforcement agency.

Revised _____

BP3540 Sexual and Other Assaults on Campus

Legal References: Education Code Section 67382 and 67385; 20 U.S. Code Section 1092(f); the Jeanne Clery Disclosure of Campus Security Policy and Campus Criminal Statistics Act; 34 C.F.R. § 668.46(b)(11)

Any sexual assault or physical abuse, including, but not limited to, rape, as defined by California law, whether committed by an employee, student, or member of the public, that occurs on district property, is a violation of district policies and procedures, and is subject to all applicable punishment, including criminal

procedures and employee or student discipline procedures. Students, faculty, and staff who may be victims of sexual and other assaults shall be treated with dignity and provided comprehensive assistance.

The Chancellor shall establish administrative procedures that ensure that students, faculty, and staff who are victims of sexual and other assaults receive appropriate information and treatment, and that educational information about preventing sexual violence is provided and publicized as required by law.

The procedures ~~for sexual assaults~~ shall meet the criteria contained in EC 67385 and 67385.7 and 34 C.F.R. § 668.46. See Administrative Regulation AR3540.

Adopted February 7, 2005; Revised _____

BP 3550 Drug Free Environment and Drug Prevention Program ~~BP3523~~

Legal References: ~~Public Law 100-690 Title V, Subtitle D;~~ Drug Free Schools and Communities Act, 20 U.S.C. Section 1145g; ~~and~~ 34 C.F.R. Section 86.1 et seq.; Drug Free Workplace Act of 1988, 41 U.S.C. Section 702

The District shall be free from all drugs and from the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action (consistent with local, state, or federal law), which may include referral to an appropriate rehabilitation program, suspension, demotion, expulsion or dismissal, ~~and may also be subject to criminal sanctions including fines, jail, or prison sentences.~~

The Chancellor shall assure that the District distributes annually to each student the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.

Special Requirements for Employees Engaged on Federal Contracts and Grants:

The Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D) requires that district faculty and staff directly engaged in the performance of work on a Federal contract or grant shall abide by this policy as a condition of employment and shall notify the district within five days if they are convicted of any criminal drug statute violation occurring in the workplace or while on district business. The district is required to notify the Federal contracting or granting agency within ten days of receiving notice of such conviction, take appropriate corrective action, or require the faculty or staff member to participate satisfactorily in an approved drug-abuse assistance or rehabilitation program.

Adopted 03/27/95; Revised ~~01/22/07~~ _____ (Previously BP3523)

BP 3560 Alcoholic Beverages ~~BP3212~~

~~Legal Reference:~~ U.S. Department of the Treasury Bureau of Alcohol, Tobacco and Firearms Business and Professions Code Section 25608.34 Code of Federal Regulations Part 668.46(b)

The Chancellor is authorized to enact procedures as appropriate and permitted by law regarding serving alcoholic beverages on campus or at fund-raising events held to benefit non-profit corporations. Alcoholic beverages shall not be served or consumed on campus except in accordance with these procedures.

The Chancellor and Vice Chancellor of Business Operations and Fiscal Services, are authorized to sign on behalf of the Rancho Santiago Community College District all reports, applications, and other papers in connection with the use of tax-free alcohol in the district. The Vice Chancellor's designee is authorized to sign withdrawal and inventory forms in relationship to the use of tax-free alcohol. The tax-free alcohol is strictly for instructional purposes and not for consumption.

Revised ~~December 5, 2011~~ _____ (Previously BP3212)

BP 3570 Smoking on Campus ~~BP7010~~

Reference: Government Code Section 7597.1

The intent of this policy is to promote a healthy environment for the students and staff of the Rancho Santiago Community College District. The chancellor will ensure that procedures are in place to conform to all laws, codes, and regulations applicable to smoking.

Revised ~~5-10-04~~ _____ (previously BP7010)

BP 3600 Auxiliary Organizations Services and RSG Foundation Transferring of Funds ~~BP3221~~

~~Legal References:~~ Title 5, California Code of Regulations 59257 Auxiliary Organizations; Implementing Regulations Education Code Sections 72670 et seq.; Title 5 Sections 59250 et seq.

~~The district will not transfer any of its funds or resources, other than funds or reserves derived from gifts or bequests to any of its auxiliary organizations or foundation.~~

The Board may recognize and approve auxiliary organizations established for the purpose of providing to the District any and all supportive services, specialized programs and functions identified in Title 5.

The Chancellor shall establish the administrative procedures necessary to fully comply with California law relating to auxiliary organizations, and to submit this policy and those procedures to the Chancellor for the California Community Colleges as required by law. At a minimum, the procedures shall address the subjects required by Title 5.

Recognition and establishment of auxiliary organizations shall include a public hearing on the recommendation to recognize or establish an auxiliary organization; Board approval of the auxiliary organization; and approval of a written agreement between the District and the auxiliary organization describing the services, programs or functions to be performed. All such written agreements shall comply fully with the requirements of Title 5 Section 59257(j).

Any auxiliary organization recognized by the Board shall conduct its business in accordance with the administrative procedures adopted by the Chancellor pursuant to this policy. Notwithstanding anything contained in the administrative procedures, any auxiliary organization recognized by the Board shall comply with Education Code provisions regarding:

- the composition of a board of directors and the way in which it conducts its meetings;
- conducting an annual audit;
- employing its work force;
- expending and appropriating its funds, and keeping its records.

No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to any of its auxiliary organizations for the purpose of either avoiding laws or regulations that constrain community college districts or providing the District with an unfair advantage with respect to any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for disabled students.

~~Auxiliary Services Accounting Systems and Internal Control – BP3222~~

~~Adopted 11/14/94~~

~~The district shall establish a budget in accordance with accepted accounting standards and practices for Auxiliary Services operations. Financial standards will be implemented which will provide for the fiscal viability of the auxiliary organizations. Procedures shall be instituted to assure that transactions of the auxiliary organizations are within the educational mission of the district.~~

~~**Legal Reference:** Education Code 72670 Definitions 72671 Joint Powers Agreement 72672 Purpose, Service and Operation 72673 Student Body Organizations 72674 Board of Directors 72675 Approval of Expenditures and Fund Appropriations California Community Colleges Budget and Accounting Manual~~

~~RSCCD Foundations – BP3227~~

~~Revised 5/11/98~~

~~The Governing Board of the district provides for the operation of the Rancho Santiago Community College District Foundations for the purposes defined in their charters.~~

~~The Board of Trustees hold direct responsibility for all financial activities of the district, including the Foundations, and shall direct the chancellor or designee to develop procedures to ensure the fiscal integrity of that operation.~~

Adopted 11/14/94; Revised _____ (Previously BP3221, BP3222, and BP3227)

BP 3710 Securing of Copyright (new)

Reference: Education Code Sections 72207 and 81459; 17 U.S. Code Section 201

The Chancellor is directed to develop appropriate administrative procedures to implement the provisions of the Education Code which authorize the securing of copyright protection for works, including but not limited to registering copyrights and policing infringements, on behalf of the District. The procedures developed by the Chancellor shall assure that the District may use, sell, give or exchange published materials and may license materials prepared by the District in connection with its curricular and special services.

In the development of these procedures, the Chancellor shall solicit the input of the proper representatives of the college community in accordance with the District's policies regarding shared local decision making.

Adopted

BP 3715 Intellectual Property Rights ~~BP7002~~

References:

17 U.S. Code Sections 101 et seq.:

35 U.S. Code Sections 101 et seq.:

37 Code of Federal Regulations Sections 1.1 et seq.

RSCCD recognizes the need to maintain an Intellectual Property Rights policy which encourages faculty and staff to engage in the production and development of scholarly works, creative publications, technology-based materials, grant proposals, and programs and services that enhance the educational and economic well being of the community. This policy assumes that:

The rights of faculty, staff, and the District need to be fairly balanced through mutual agreement.

The District retains full rights to and ownership of any and all programs that are developed, implemented, and administered by individuals who are acting within the course and scope of their employment with the District. This includes programs and activities supported by the District General Fund as well as categorically funded programs.

The District is not interested in entering into agreements regarding intellectual property rights for the express purpose of achieving a financial gain. The District is interested in receiving fair compensation for use of public resources employed in the creation of such works.

The following guidelines regarding copyright, royalties, patents, and utilization of all materials will be consistent with the promotion of academic freedom and "fair use" principles.

Copyright Ownership, Royalties, and Distribution

1. A faculty or staff member may claim the right to patents or to copyright any material created outside of the faculty or staff member's employment with the District. If this creation involves the use of district supplies or staff resources, the faculty and staff member shall retain the right to copyright the material, but shall reimburse the District for the cost of production. Faculty and staff members with full copyright or patents ownership retain full royalty distribution rights.
2. The District may claim the right to patents, to trademark names associated with programs and services, or to copyright material if the District specifically commissioned it, or the work is identified as an institutional effort. Otherwise, the right to patents and to copyright material will belong to the faculty or staff member responsible for its creation, according to the terms stated above. The District with full copyright or patent ownership retains full royalty distribution rights.
3. The District and the faculty or staff member may agree to share the rights to copyright materials, to trademarks, or patents if the work is created by the faculty or staff member, and the District contributes services, staff, or financial resources necessary for completion. This will be accomplished through a separate agreement created at the time the project is initiated. If the District and the faculty and staff member share copyright or patent ownership, royalty distribution rights will be distributed to reimburse the copyright or patent owners for documented expenses related to the creation and production of the materials. Any remaining royalties or profits will be distributed according to the terms of the separate agreement.

Copyright Registration

Responsibility for the official registration of the copyright, trademark, or patent will lie with the owner of the copyright. In those cases where there is shared ownership, the District will be responsible for filing for both parties for registration of copyright, trademark, or patent.

Adopted December 10, 2001; Revised ~~June 21, 2010~~ _____ (Previously BP7002)

BP 3720 Information Resource Computer and Network Use **~~BP7000~~**

Legal References: Education code Section 70902; 17 U.S.C. Section 101 et seq.; Penal Code Section 502; California Constitution Article 1, Section 1; Government Code Section 3543.1(b)

The Rancho Santiago Community College District owns and operates a variety of information resources, including hardware, software, and Internet access. These information resources are provided solely for the use of RSCCD students, faculty, and staff in support of the education, research, academic development, and public service programs of RSCCD.

RSCCD information resources provide access to information content, and communication worldwide. Access to, and use of, these information resources is a privilege, which is to be used responsibly. RSCCD information resources users must respect the rights of other users, respect the integrity of the information resources, and observe all relevant RSCCD Board Policies, Administrative Regulations, and federal, state, and local laws. All students, faculty, and staff are responsible for seeing that these RSCCD information resources are used in an appropriate, effective, efficient, ethical, and lawful manner, including but not limited to the illegal downloading and/or unauthorized distribution of copyrighted material, including peer-to-peer file sharing. Violations of Federal copyright laws may subject the violator to civil and criminal penalties as well as disciplinary action.

Administrative regulations establish rules and prohibitions that define acceptable use of RSCCD resources. Unacceptable use is prohibited, and is grounds for loss of use of information resources, as well as discipline or legal actions as provided for under RSCCD Board Policy and federal, state, and local laws.

Adopted 09/13/99; Revised _____ (Previously BP7000)

BP 3810 Claims and Actions Against the District **~~BP4602~~**

Legal References: Government Code Sections 900 et seq.; 910; Education Code 72505

Any and all claims for money or damages against the Rancho Santiago Community College District, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title 1, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.

Claims must be presented according to this policy and related procedures as a prerequisite to filing suit against the District.

Claims that are subject to the requirements of this policy include, but are not limited to, the following:

- Claims by public entities: claims by the state or by a state department or agency or by another public entity.
- Claims for fees, wages and allowances: claims for fees, salaries or wages, mileage, or other expenses and allowances.

The designated place[s] for service of claims, lawsuits or other types of legal process upon the District is:

Rancho Santiago Community College District

Risk Management Department
2323 N. Broadway, Suite 225
Santa Ana, CA 92706

Adopted 07/17/95; Revised ~~April 13, 2009~~ _____ (Previously BP4602)

BP 3900 Speech: Time, Place, and Manner Free Expression **- BP5420**

Legal References: Education Code Sections 66301 and 76120

Students, employees, and members of the public shall be free to exercise their rights of free expression, subject to the requirements of this policy.

The colleges of the District are non-public forums, except for those areas that are designated public forums generally available for the exercise of expression use by students, employees and members of the public or the community, ~~which are limited public forums~~. The Chancellor shall enact such administrative regulations as are necessary to reasonably regulate the time, place and manner of the exercise of free expression in the ~~limited~~ designated public forums.

The administrative regulations promulgated by the Chancellor shall not prohibit the right of ~~individuals~~ students to exercise free expression, including but not limited to the use of bulletin boards designated ~~for such use~~, the distribution of printed materials or petitions in those parts of the colleges designated as areas generally available to students and the community, and the wearing of buttons, badges, or other insignia.

~~Individuals shall be free to exercise their rights of free expression, subject to the requirements of this policy.~~ Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on District property or the violation of District policies or procedures, or the substantial disruption of the orderly operation of the District.

Nothing in this policy shall prohibit the regulation of hate violence directed at students in a manner that denies their full participation in the educational process (Education Code Section 66301(e)), so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, or intimidation, ~~or hate violence unless such speech is constitutionally protected. Non-student violators will be addressed through appropriate channels.~~

Revised ~~8/30/04~~ _____ (Previously BP5420)

The following current board policies are not addressed in the CCLC model documents and are recommended for elimination.

Volunteers - BP1230

~~Revised June 13, 1994~~

~~The chancellor is authorized to appoint citizens to serve as unsalaried volunteers. The chancellor, acting in this capacity, is doing so as a direct agent of the Board, and appointees shall be considered Board appointees.~~

~~Complaints by Citizens Against District Employees--BP1312~~

~~Revised September 13, 1994~~

~~Revised March 28, 2011~~

~~If any person requests an opportunity to present complaints to the Board about a specific employee, such complaints shall first be presented to the Chancellor. Notice shall be given to the employee against whom the charges or complaints are directed. If the complaint is not resolved at the administrative level, the matter shall be scheduled for a closed session of the Board. The employee shall be given at least twenty-four (24) hours written notice of the closed session, and shall be given the opportunity to request that the complaints be heard in an open meeting of the Board.~~

~~Nothing in this policy shall be construed to limit the rights of citizens to address the Board pursuant to Board Policy 9014. In order for the Board to appropriately address matters involving District employees, complaints of this nature must be submitted to the Chancellor in writing.~~

~~Drives For Money, Food, or Clothing --BP1314~~

~~Adopted July 11, 1977~~

~~Revised November 14, 2001~~

~~All drives for money, food, or clothing by groups or agencies not directly connected with the district are generally prohibited. The District may approve participation in the annual funding appeal for certain community-wide charities, which may also include an appeal for the district's foundations. Use of facilities by rental or under the Civic Center Act is excluded from application of this policy provided that employees or students are not solicited for contributions.~~

~~Public Statements --BP1360~~

~~Adopted March 17, 1997~~

~~Public statements made by trustees and all employees are easily perceived by the public as statements reflecting the philosophy, values, and policy of the District. It is not in the best interest of this District to have statements of personal opinions mistaken for district position statements.~~

~~When trustees, faculty, and staff are speaking publicly or speaking to the media and are expressing personal opinions that are not related to the business of the District, they will clarify that they are not speaking officially on behalf of the District. The identification of oneself as a trustee or employee of the District in such cases must remain clearly separate from personal opinions expressed.~~

~~Children (Minors) on Campus --BP4134~~

~~Adopted 08/26/96~~

~~Children (minors) are permitted on campus with a supervising adult under the conditions listed below.~~

- ~~1. Children (minors) are attending college classes or programs for which they are officially enrolled.~~
- ~~2. Children (minors) are participating in college-approved events for which adult supervision is provided.~~

~~3. Children (minors) are accompanying adults for non-instructional/college business purposes (registration, fee payments, etc.)~~

~~Otherwise children (minors) on campus are here at the risk of the supervising adult who brings them. Adults are expected to maintain control of children (minors) at all times. This policy applies to all employees, visitors, and students of Rancho Santiago College.~~

~~**Legal Reference:** California Education Code 66300, Rules Governing Student Behavior California Penal Code 272, Contributing to Delinquency of Minor California Welfare and Institutions Code 300, Persons Subject to Jurisdiction of Juvenile Court~~

~~**Personal Property - BP4605**~~

~~**Adopted 07/17/95**~~

~~The district shall not assume responsibility for loss or damage to personal property brought to the campus or workplace.~~

~~**Use of District Equipment - BP4606**~~

~~**Adopted 07/17/95**~~

~~District employees are not allowed to borrow district equipment for personal purposes.~~

~~An authorized instructor may loan a student district equipment only when there is a district benefit involved. The immediate dean must approve the loan and return. A district approved form shall be used to authorize the loan.~~

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: July 22, 2013
Re: Appointment of RSCCD Community Representative (2013-2014) to Orange County Community Colleges Legislative Task Force (OCCCLTF)	
Action: Request for Action	

BACKGROUND

The Orange County Community Colleges Legislative Task Force consists of representatives from the four Orange County community college districts.

ANALYSIS

The Legislative Task Force will convene its 2013-2014 year with a September meeting at North Orange County Community College District.

RECOMMENDATION

It is recommended that the board select a community representative to serve on the 2013-2014 task force.

Fiscal Impact: None	Board Date: July 22, 2013
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Board of Trustees Office)

To: Board of Trustees	Date: July 22, 2013
Re: Approval of Board Legislative Committee Recommendations	
Action: Request for Action	

BACKGROUND

The Board Legislative Committee met on July 2, 2013, to review legislative bills and recommend positions on each bill to the full board.

ANALYSIS

After review of the following bills, Chairperson Claudia Alvarez and committee member John Hanna, recommend the following action:

Support

- AB 13 (Chavez) Veteran’s Education
- AB 1162 (Frazier) Student Financial Aid (*This bill died after Bd. Leg. Cmte. met.*)
- AB 1241 (Weber) Student Financial Aid
- AB 1364 (Ting) Student Financial Aid
- SB 141 (Correa) Student Enrollment, Course Credit, and Transfer
- SB 150 (Lara) Student Enrollment, Course Credit, and Transfer
- SB 290 (Knight) Veteran’s Education

Oppose

- SB 173 (Liu) Adult Education
- AB 950 (Chau) Faculty

Watch

- AB 114 (Salas and V. Manuel Perez) Proposition 39 Implementation
- AB 1199 (Fong) Community College Funding
- AB 955 (Williams) Student Enrollment, Course Credit, and Transfer
- SB 440 (Padilla) Student Enrollment, Course Credit, and Transfer
- SB 520 (Steinberg) Online Instruction

None

- AB 595 (Gomez) Student Enrollment, Course Credit, and Transfer

To:	Board of Trustees	Date: July 22, 2013
Re:	Approval of Board Legislative Committee Recommendations	
Action:	Request for Action	

RECOMMENDATION

It is recommended that the board review and approve the Board Legislative Committee's recommendations on the abovementioned bills.

Fiscal Impact:	None	Board Date: July 22, 2013
Prepared by:	Anita Lucarelli, Exec. Assistant to the Board of Trustees	
Submitted by:	Board Legislative Committee	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

MEMO

To: Rancho Santiago Community College District, Legislative Committee

From: Townsend Public Affairs, Inc.

Date: July 2, 2013

Subject: Top 15 State Bills of Interest

This memo contains specific legislative highlights we are tracking for the Rancho Santiago Community College District. TPA recommends that the District submit position letters as the Legislative Committee sees fit. TPA has included the Community College League of California's positions as supplemental information. Additionally, a full legislative matrix is also provided for review.

“Top 15” Status

The District has the opportunity to submit position letters for any bill currently being considered by the Legislature and/or the Governor. TPA can provide template letters for any bill.

Adult Education

SB 173 (Liu): This bill reduces the categories of adult education courses authorized to be offered by K-12 districts and the community colleges in order to receive state funding and establishes processes and new authorities to align student assessment policy, performance data and accountability systems, teacher qualifications, and fee policy for adult education courses offered by either the California Community Colleges (CCC) and K-12 local educational agencies. The bill also declares the Legislature's intent to consider adult education funding be allocated on the basis of enrollment and performance.

The bill recently passed out of the Assembly Education Committee on a 6-0 vote and is headed to the Assembly Higher Education Committee in August.

RSCCD Position: Oppose CCLC Position: Oppose

Community College Funding

AB 1199 (Fong): This urgency bill would create a stabilization formula for enrollment-related funding losses for any community college with a certified plan to improve its accreditation status when the college is under "Show Cause" or a probation sanction from an accreditation agency.

The stabilization formula would be required to provide that decreases in full-time equivalent students (FTES) result in adjustments in district revenues as follows:

1. FTES decreases shall result in revenue reductions beginning in the year following the initial year in which the district qualifies for stabilization funding at the district's marginal funding per FTES.
2. Revenue reductions in the second and third year after the district qualifies for stabilization funding shall include payments by the district of equal installments in each of these years to

cover the difference between the revenue the district would have received at the marginal rate and the amount the district did receive in the initial year of qualifying for stabilization.

The bill passed off the Assembly floor on a 54-24 vote and will be heard next in Senate Education.

RSCCD Position: Watch CCLC Position: Support if amended (to restore for-cause three-year stability funding eligibility for all districts)

Proposition 39 Implementation

AB 114 (Salas and V. Manuel Perez): This bill establishes the Clean Energy Jobs and Workforce Development Program within the Labor and Workforce Development Agency for the awarding of grants for projects that provide job training on energy efficiency and clean energy projects.

Specifically, this bill would:

1. Direct the Labor Agency to, among other things, do the following:
 - a. Establish and implement a procedure to set explicit goals, identify performance metrics, institute a data tracking system, and evaluate outcomes, as specified.
 - b. In consultation with the Chancellor of the CA Community Colleges, the State Department of Education, the State Energy Resources Conservation and Development Commission, and the Public Utilities Commission, develop a competitive process to award grants to eligible entities, and evaluate and select applications for grants.

The bill passed Senate Labor and Industrial Relations, and will be heard tomorrow in Senate Energy, Utilities and Communications.

RSCCD Position: Watch CCLC Position: None

Student Financial Aid

AB 1162 (Frazier): The Board of Governors of the California Community Colleges and the Trustees of the California State University shall, and the Regents of the University of California and the governing bodies of accredited private nonprofit and for-profit postsecondary educational institutions are requested to, adopt policies to be used for negotiating contracts between their postsecondary educational institutions and banks and other financial institutions to disburse a student's financial aid award and other refunds onto a debit card, prepaid card, or preloaded card that best serves the needs of students.

RSCCD Position: Support CCLC Position: Support

AB 1241 (Weber): This bill expands the timeframe after high school graduation during which students are eligible for the Cal Grant Entitlement Program by two additional academic years, beginning in the 2015-16 award year. The Cal Grant B High School Entitlement Program provides funds to eligible low-income high school graduates who have at least a 2.0 GPA on a four-point scale and apply within one year of graduation.

The bill passed the Senate Education Committee on a 8-0 vote and is headed to the Senate floor.

RSCCD Position: Support CCLC Position: Support CCCCCO: Support

AB 1364 (Ting): This bill, beginning in the 2014-15 academic year, increases the maximum amount of the Cal Grant B access award to \$1,710, and provides for its annual adjustment

upward (but prohibits its adjustment downward) based upon the California Consumer Price Index beginning January 15, 2014.

The bill passed the Senate Education Committee on a 7-1 vote and is headed to the Senate floor.

RSCCD Position: Support CCLC Position: Support CCCCCO: Support

Student Enrollment, Course Credit, and Transfer

AB 595 (Gomez): This bill would require a community college district to grant priority registration for enrollment to students in the Community College Extended Opportunity Programs and Services program and to disabled students. The bill would make this provision inoperative on January 1, 2017.

The bill passed out of Senate Education on a 9-0 vote and is headed to Senate Appropriations.

RSCCD Position: None CCLC Position: Support

AB 955 (Williams): This bill requires the California Community Colleges Chancellor's Office (CCCCO) to establish a voluntary pilot Program that would authorize a community College District to establish and maintain an extension program during summer and winter intersessions. The bill would require the CCCCCO to select no more than 15 campuses for participation and would require them to collect, keep, and submit records related to the program.

The bill was heard in Senate Appropriations yesterday and sent to the Suspense File.

RSCCD Position: Watch CCLC Position: Watch CCCCCO: Oppose

SB 141 (Correa): This bill requires that the California Community Colleges (CCC) and the California State University (CSU), and requests that the University of California (UC), exempt a United States (U.S.) citizen who resides in a foreign country, and is in their first year as a matriculated student, from nonresident tuition if the student demonstrates financial need, has a parent or guardian who was deported or voluntarily departed from the U. S., lived in California immediately before moving abroad, and attended a secondary school in California for at least three years.

The bill passed off the Senate floor with only one "no" vote and will be heard in Assembly Higher Education.

RSCCD Position: Support CCLC Position: Support CCCCCO: Support

SB 150 (Lara): Authorizes a community college district (CCD) to exempt special part-time students from any nonresident tuition fees at the California Community Colleges (CCC). Concurrent enrollment provides pupils the opportunity to enroll in college courses and earn college credit while still enrolled in high school. Currently, a pupil is allowed to concurrently enroll in a CCC as a "special admit" while still attending high school, if the pupil's school district determines that the pupil would benefit from "advanced scholastic or vocational work."

The bill passed out of the Assembly Higher Education Committee on a 8-0 vote with Republicans not voting. The bill will be heard next on the Assembly floor.

RSCCD Position: Support CCLC Position: Support

SB 440 (Padilla): This bill expands the provisions of the Student Transfer Achievement Reform Act (STAR) to require that the California Community Colleges (CCC) create associate transfer degrees in

every major, and in areas of emphasis within majors, and to require that the California State University (CSU) accept these degrees, and develop an admissions redirection process for students who complete these degrees but are denied admission to the CSU campus to which they have applied. This bill also requires the CCC and the CSU to establish a student-centered communication and marketing strategy to increase the visibility of the associate degree for transfer pathway. Requires a CCC to:

1. Create an associate degree for transfer in every major offered by that college that has no approved transfer model curriculum (TMC) prior to the 2014-15 academic year.
2. Create an associate degree for transfer in areas of emphasis for applied sciences, formal sciences, humanities, natural sciences, social sciences, and other areas prior to the commencement of the 2016-17 academic year.

The bill passed off the Senate floor on a 39-0 vote and is headed to the Assembly Higher Education Committee.

RSCCD Position: Watch CCLC Position: Oppose unless amended

Faculty

AB 950 (Chau): This bill requires that a full-time faculty member for a community college district shall not be assigned a workload that includes overload or extra assignments if the overload or extra assignments exceed fifty percent of a full-time workload in a semester or quarter that commences on or after January 1, 2014.

The bill passed off the Assembly floor on a party line vote and is being heard in Assembly Higher Education tomorrow.

RSCCD Position: Oppose CCLC Position: Watch

Veteran's Education

AB 13 (Chavez): Exempts former members of the Armed Forces, who were honorably discharged or released from active duty within the immediately prior year, from paying nonresident tuition at the California State University (CSU) and California Community Colleges (CCC).

The bill passed off the Assembly floor with 77 votes and is being heard in Senate Education tomorrow.

RSCCD Position: Support CCLC Position: Support CCCCCO: Support

SB 290 (Knight): This bill exempts a student attending the California Community Colleges (CCC), the California State University (CSU), or as an undergrad at the University of California (UC) from paying nonresident tuition if that student was a member of the Armed Forces of the United States stationed in this state on active duty for more than one year immediately prior to being discharged if he/she files an affidavit with the institution at which he/she is enrolled or intends to enroll, stating that he/she intends to establish residency in California as soon as possible, and uses this exemption within two years of being discharged.

The bill passed off the Senate floor 39-0 and will be heard next in Assembly Higher Education and Veterans Affairs.

RSCCD Position: Support CCLC Position: Support CCCCCO: Support

Online Instruction

SB 520 (Steinberg): Establishes the California Online Student Access Incentive Grant programs as three separate programs under the administration of the President of UC, the Chancellor of CSU, and the Chancellor of CCCs, for each segment respectively, in consultation with their respective statewide academic senates.

Requires the President of UC, the Chancellor of CSU, and the Chancellor of CCCs, in consultation with their respective statewide academic senates, to each develop a list of 20 high-demand lower division courses at his or her segment that are deemed necessary for program completion, deemed satisfactory for meeting general education requirements, or in areas defined as transferable lower division courses under the Intersegmental General Education Transfer Curriculum. For these courses, the bill requires the president and chancellors, in consultation with their respective academic senates, to each provide up to 15 incentive grants to faculty and campuses to facilitate intersegmental and intrasegmental partnerships and partnerships between online course technology providers and faculty to significantly increase online options for students and high school pupils for the fall term of the 2014-15 academic year.

The bill passed off the Assembly floor and will be heard in Assembly Higher Education.

RSCCD Position: Watch *CCLC Position: Watch*