

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees (Regular meeting)**  
**Monday, January 13, 2014**  
**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 pursuits 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, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing accessible, transferable, and 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 December 9, 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 – California School Employees Association (CSEA), Chapter 888  
Initial Proposal to Rancho Santiago Community College District (RSCCD)

1.8 Presentation on Toll Roads

## **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

2.6 Informational Presentation on the Budget

## **3.0 INSTRUCTION**

- \*3.1 Approval of New Speech-Language Pathology Assistant Agreement - Dynamic Therapy Solutions, LLC Action  
The administration recommends approval of the agreement with Dynamic Therapy Solutions, LLC in Palmdale, California.
- \*3.2 Approval of New Speech-Language Pathology Assistant Agreement - Bright Star Speech and Language Services Action  
The administration recommends approval of the agreement with Bright Star Speech and Language Services in Tustin, California.
- \*3.3 Approval of Speech-Language Pathology Assistant Agreement Renewal - Irvine Unified School District Action  
The administration recommends approval of the agreement with Irvine Unified School District in Irvine, California.
- \*3.4 Approval of New OTA Agreement – Etiwanda School District Action  
The administration recommends approval of the agreement with Etiwanda School District in Etiwanda, California.

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

#### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*4.2 Approval of Budget Increases/Decreases and Budget Transfers Action  
The administration recommends approval of budget increases, decreases and transfers during the month of November 2013.
- \*4.3 Approval of Contract for Independent Audit Services Action  
The administration recommends approval of contracting with Vavrinek, Trine, Day & Co., LLP for auditing services for the 2013-2014 fiscal year audits and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on the district's behalf as presented.
- \*4.4 Approval of Nonresident Fees for 2014-2015 Action  
The administration recommends the board establish the nonresident tuition fee at \$193 per unit, the capital outlay fee at \$27 per unit, and the application fee at \$25 for 2014-2015 as presented.
- \*4.5 Approval of Agreement with Pezeshki Engineering, Inc. for Districtwide LED Lighting Upgrade Action  
The administration recommends approval of the agreement with Pezeshki Engineering, Inc. for engineering services for the districtwide LED lighting upgrade as presented.
- \*4.6 Approval of Amendment to Agreement with Koury Engineering and Testing, Inc. for Geotechnical, Materials Testing and Special Inspections Services for Perimeter Site Improvements Project at Santa Ana College (SAC) Action  
The administration recommends approval of the amendment to agreement with Koury Engineering and Testing, Inc. to add additional fees for the perimeter site improvements project at SAC as presented.
- \*4.7 Approval of Amendment to Agreement with Geo-Advantec, Inc. for Soil Inspection and Testing Services for Perimeter Site Improvements Project at Santa Ana College Action  
The administration recommends approval of the amendment to agreement with Geo-Advantec, Inc. to add additional fees for the perimeter site improvements project at SAC as presented.

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

- \*4.8 Approval of Notice of Completion for Bid #1197 – Contract with Haitbrink Asphalt Paving, Inc. for Paving for Resurfacing of Parking Lots 6 and 8 at Santa Ana College Action  
The administration recommends approval of the Notice of Completion with Haitbrink Asphalt Paving, Inc. for paving for the resurfacing of parking lots 6 and 8 at SAC as presented.
- \*4.9 Adoption of Resolution No. 14-01 for Change Order #10 for Bid #1134 – Contract with Tropical Plaza Nursery, Inc. for Landscaping for Humanities Building at Santiago Canyon College (SCC) Action  
The administration recommends adoption of Resolution No. 14-01 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Humanities building at SCC as presented.
- \*4.10 Approval of Notice of Completion for Bid #1151 – Contract with Southern California Grading for Grading for Chapman Entry and Learning Resource Center (LRC) Parking Lot at Santiago Canyon College Action  
The administration recommends approval of the Notice of Completion with Southern California Grading for Grading for the Chapman entry and LRC parking lot at SCC as presented.
- \*4.11 Approval of Notice of Completion for Bid #1196 – Contract with Marina Landscape, Inc. for Storm Water Pollution Prevention Plan Maintenance for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of the Notice of Completion with Marina Landscape, Inc. for storm water pollution prevention plan maintenance for the Humanities building at SCC as presented.
- \*4.12 Approval of Notice of Completion for Bid #1213 – Contract with Sylvester Roofing Company Inc. for Re-Roofing of Building “D” at Santiago Canyon College Action  
The administration recommends approval of the Notice of Completion with Sylvester Roofing Company Inc. for the re-roofing of Building “D” at SCC as presented.
- \*4.13 Approval of Waiver and Release Agreement with Great American Insurance Company and Tidwell Concrete Construction, Inc. for Concrete for Humanities Building; Athletics and Aquatics Complex; Santiago Canyon Entry and Parking Lot; Chapman Entry and Roadway; and Loop Road Extension Projects at Santiago Canyon College Action  
The administration recommends approval of the waiver and release agreement with Great American Insurance Company and Tidwell Concrete Construction, Inc. for concrete for the Humanities building; Athletics and Aquatics Complex, Santiago Canyon entry and parking lot; Chapman entry and roadway; and Loop Road extension Projects at SCC as presented.

- \*4.14 Approval of Agreement with Ellucian, Inc. for Student Planning Software, Training and Consulting, and Software Support Services Action  
The administration recommends approval of the agreement with Ellucian, Inc. for student planning software, training and consulting, and software support services.
- \*4.15 Approval of Agreement with InCommon Federation for Digital Certificate Services Action  
The administration recommends approval of the InCommon Federation Participation Agreement and Certificate Service Addendum as presented.
- \*4.16 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period November 10, 2013, through December 14, 2013.

## **5.0 GENERAL**

- \*5.1 Approval of Subcontract Agreements between RSCCD and CHOC/ Help Me Grow, and MOMS Orange County for Early Head Start Action  
The administration recommends approval of the subcontract agreements and authorization be given to the Vice Chancellor of Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- \*5.2 Adoption of Revised and Renumbered Board Policies Action  
The administration recommends adoption of the following revised and renumbered board policies:
- BP 2305 Annual Organization Meeting
  - BP 3250 Institutional Planning
  - BP 3900 Speech: Time, Place, and Manner
- 5.3 Authorization for Board Travel/Conferences Action
- 5.4 Reports from Board Committees Information
- Board Facilities Committee
- 5.5 Board Member Comments Information

## **RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Part-time Faculty

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

1. Public Employment (pursuant to Government Code Section 54957[b][1]) – (cont.)
  - b. Classified Staff
  - c. Professional Experts
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: California School Employees Association, Chapter 579  
California School Employees Association, Chapter 888
3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Chancellor
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

## **RECONVENE**

### **Issues discussed in Closed Session (Board Clerk)**

#### **Public Comment**

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

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

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

## **6.0 HUMAN RESOURCES**

### **6.1 Management/Academic Personnel**

### **Action**

- Approval of Employment Agreements
- Approval of New Job Descriptions
- Approval of Revised Job Descriptions
- Permission to Accept Outside Assignments
- Approval of Change of Assignments
- Approval of Corrected Changes of Positions/Grade Levels/Effective July 1, 2013
- Approval of Adjusted Effective Date of Resignations/Retirements
- Approval of Corrected Division/College for 2013-2014 Additional Contract Extension Days
- Approval of Change of Classifications
- Approval of Adjusted End Date of Leaves of Absence
- Approval of Leaves of Absence
- Approval of Sabbatical Leaves of Absence
- Ratification of Resignations/Retirements

6.1 Management/Academic Personnel – (cont.)

- Approval of Stipends
- Approval of Step Increases for Long-term Substitutes (per E.C. 87481 & 87482)
- Approval of Part-time Hourly Column Changes
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Adjusted End Dates of Non-paid Intern Services
- Approval of Extending Non-paid Intern Services
- Approval of Non-paid Intern Services

6.2 Classified Personnel

Action

- Approval of New Classifications
- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Voluntary Furloughs
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly On Going Assignments
- Approval of Professional Growth Increments
- Approval of Leaves of Absence
- Approval of Temporary Assignments
- Approval of Correction of 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

6.3 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Center Teachers, CSEA Chapter 888

Action

It is recommended that the board receive and file the district's initial bargaining proposal to the Child Development Center Teachers, CSEA Chapter 888, and schedule a public hearing for February 3, 2014.

6.4 Approval of Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and California School Employees Association, Chapter 579

Action

It is recommended that the board approve the agreement with the California School Employees Association, Chapter 579, for the period of July 1, 2013, through June 30, 2016.

**7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees and Board Planning Session will be held on February 3, 2014.

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

**Board of Trustees (Regular meeting)**

**Monday, December 9, 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. Jorge Sandoval, Student President, Santa Ana College (SAC); and Mr. Hector Soberano, Director of Green Operations, Santiago Canyon College (SCC).

1.3 Presentation of District Annual Financial Audit

Auditor Rick Alonzo of Vavrinek, Trine, Day & Co., LLP, reviewed the RSCCD Independent Audit Report and rendered an unmodified opinion on the financial statements.

1.4 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough, seconded by Mr. Solorio, and carried unanimously to approve Item 6.12 (Resolution No. 13-46 regarding emergency Closure of SAC-East Child Development Center) as an addendum to the agenda, and addendum for Item 7.1 (Academic/Management Personnel), and an addendum for Item 7.2 (Classified Personnel).



1.5 Public Comment

There were no public comments.

1.6 Approval of Minutes

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez, and carried to approve the minutes of the regular meeting held November 12, 2013.

1.7 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Solorio, 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 5.6 (Resolution No. 13-43 for Approval of Request for Qualifications and Proposals for Lease/Leaseback Services for Tessman Planetarium Upgrade and Restroom Addition, Parking Lot #11 Expansion and Improvements, and Temporary Village Projects at Santa Ana College) and Item 5.7 (Resolution 13-44 for Approval of Request for Qualifications and Proposals for Lease/Leaseback Services for Dunlap Hall Renovations at SAC) removed by Mr. Hanna:

4.1 Approval of Agreement with Medical Billing Technologies, Inc.

The board approved the agreement for provision of billing for Family PACT Services with Medical Billing Technologies, Inc. performing a third party billing service.

4.2 Approval of OTA Agreement Renewal – Glendale Adventist Medical Center

The board approved the agreement with Glendale Adventist Medical Center in Glendale, California.

4.3 Approval of New OTA Agreement – Southwest Rehab Specialist

The board approved the agreement with Southwest Rehab Specialist in Brawley, California.

4.4 Approval of OTA Agreement Renewal – Interface Rehab, LLC

The board approved the agreement with Interface Rehab, LLC in Placentia, California.

4.5 Approval of New Courses and New Programs for 2014-2015 Santa Ana College Catalog

The board approved the new courses and programs for the 2014-2015 SAC catalog.

4.6 Approval of New Courses and New Programs for 2014-2015 Santiago Canyon College Catalog

The board approved the new courses and programs for the 2014-2015 SCC catalog.

1.7 Approval of Consent Calendar – (cont.)

4.7 Approval of Renewal Agreement with Sheraton Cerritos for Los Angeles/Orange County Regional Consortia Monthly Meetings January-February 2014

The board approved the Sheraton Cerritos contract for the Los Angeles/Orange County Regional Consortia for January and February 2014 monthly meetings.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Receive and Accept District Audit Report for Fiscal Year Ended June 30, 2013

The board received and accepted the Rancho Santiago Community College District (RSCCD) audit reports for the fiscal year ended June 30, 2013, as presented.

5.3 Ratification of Award for Informal Bid #1215 District Office Domestic Water Pump Replacement

The board ratified the award of Bid #1215 to De La Torre Commercial Interiors, Inc. in compliance to Board Policy 3311 as presented.

5.4 Approval of Amendment to Agreement with HMC Architects

The board approved the amendment to agreement with HMC Architects to add additional fees for master architect consulting services as presented.

5.5 Approval of Temporary Lease of Parking Lot at Orange Education Center

The board approved the contract with PAR Electrical Contractors, Inc. for the temporary lease of the parking lot at Orange Education Center as presented.

5.8 Approval of Agreement with LPA, Inc. for Construction Administration Services for Sports Field Netting Project at Santiago Canyon College

The board approved the agreement with LPA, Inc. for construction administration services for the sports field netting project at SCC as presented.

5.9 Approval of Change Order #2 for Bid #1151 – Contract with Southern California Grading for Earthwork for Chapman Entry Drive and Learning Resource Center Parking Lot at Santiago Canyon College

The board approved change order #2 for Bid #1151 for Southern California Grading for the Chapman Entry drive and Learning Resource Center parking lot at SCC as presented.

5.10 Approval of Change Order #2 for Bid #1198 – Contract with Marina Landscaping, Inc. for Landscaping for Humanities Building at Santiago Canyon College

The board approved change order #2 for Bid #1198 for Marina Landscaping, Inc. for Bid #1198 for landscaping for the Humanities building at SCC as presented.

1.7 Approval of Consent Calendar – (cont.)

5.11 Approval of Notice of Completion for Bid #1142 – Contract with JPI Development Group Inc. for Fire Suppression for Humanities Building at Santiago Canyon College

The board approved the Notice of Completion with JPI Development Group Inc. to complete the fire suppression for the Humanities building at SCC as presented.

5.12 Approval of Notice of Completion for Bid #1146 – Contract with Inland Building Construction Company, Inc. for Framing and Elevators for Humanities Building at Santiago Canyon College

The board approved the Notice of Completion with Inland Building Construction Company, Inc. for framing and elevators for the Humanities at SCC as presented.

5.13 Approval of Surplus Property

The board declared the list of equipment attached to the agenda as surplus property and utilization of The Liquidation Company to conduct an auction as presented.

5.14 Approval of Donation of Surplus Items

The board approved the donation to Boys & Girls Clubs of Fullerton, Orange Unified School District, and Centralia School District as presented.

5.15 Approval of Purchase Orders

The board approved the purchase order listing for the period October 27, 2013, through November 9, 2013.

5.16 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers during the month of October 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:

- Early Head Start - Year 2 (District)	\$1,693,211
- Equality Employment Opportunity (EEO) – Diversity Allocation Funds (District)	\$ 12,781
- NSF – Fullerton Mathematics Teacher and Master Teacher Fellows Project (FULL MT2) – Year 4 (SAC)	\$ 20,000
- SBA/CSUF – SBDC (District)	\$ 555,912
- Student Success and Support Program (SSSP) – Credit (SAC/District)	\$1,540,154
- Student Success and Support Program (SSSP) – Credit (SCC/District)	\$ 576,592

1.7 Approval of Consent Calendar – (cont.)

6.1 Approval of Resource Development Items – (cont.)

- Student Success and Support Program (SSSP) – Non-Credit (SAC-CEC/District) \$1,185,488
- Student Success and Support Program (SSSP) – Non-Credit (SCC-OEC/District) \$ 599,814

6.2 Approval of Second Amendment to Subcontract Agreement between RSCCD and CHOC/Help Me Grow for Early Head Start Program

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

6.3 Authorization of Signatures

The board approved the revised list of authorized signatures.

2.0 **BOARD ORGANIZATION**

2.1 Annual Board Organization

Mr. Solorio and Ms. Barrios shared why they would like to represent the board as president for 2013-2014. Discussion ensued. It was moved by Mr. Labrado and seconded by Ms. Mendoza Yanez to elect Mr. Solorio as the 2013-2104 board president. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Mr. Solorio, and Mr. Yarbrough; Nay – Ms. Barrios; Abstain: Ms. Mendoza-Yanez. Student trustee Correa’s advisory vote was aye.

At this time, Ms. Barrios passed the gavel to Mr. Solorio to conduct the remainder of the meeting.

On behalf of the board, Mr. Solorio thanked Ms. Barrios for her work and dedication as board president during 2012-2013. He then presented her with an engraved clock.

It was moved by Ms. Mendoza Yanez, seconded by Ms. Alvarez, and carried unanimously to elect Mr. Labrado as vice president.

It was moved by Mr. Hanna, seconded by Ms. Mendoza Yanez, and carried unanimously to elect Ms. Alvarez as clerk.

Mr. Solorio designated Dr. Rodríguez as the board’s secretary and Mr. Didion as the assistant secretary.

2.1 Annual Board Organization – (cont.)

Mr. Solorio appointed chairpersons and members to the following committees:

- Board Facilities Committee: Chairperson: Mr. Labrado;  
Members: Ms. Mendoza Yanez, Mr. Solorio
- Board Fiscal/Audit Committee: Chairperson: Mr. Yarbrough;  
Members: Ms. Alvarez, Ms. Mendoza Yanez
- Board Legislative Committee: Chairperson: Ms. Alvarez;  
Members: Mr. Hanna, Mr. Yarbrough
- Board Policy Committee: Chairperson: Mr. Hanna;  
Members: Ms. Alvarez, Mr. Labrado

Mr. Solorio appointed board representatives to the following organizations:

- Representative to the RSCCD Foundation: Ms. Alvarez, Ms. Barrios,  
and Ms. Mendoza Yanez
- Representative to the Orange County Legislative Task Force: Ms. Barrios
- Representative to the Orange County School Boards Association: Mr. Solorio
- Representative to the Nominating Committee on School District Organization:  
Mr. Hanna

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to adopt the board meeting schedule for 2014. After discussion, the motion was amended to change the June 16 date to June 9. The motion carried unanimously to adopt the following board meeting schedule for 2014:

January 13  
February 3 (Board Planning Session), 18 (Tuesday)  
March 10, 24  
April 14, 28  
May 12, 27 (Tuesday)  
June 9  
July 21  
August 18  
September 8, 22  
October 13 (SAC), 27 (SCC)  
November 17 (annual self-evaluation meeting)  
December 8

It was moved by Mr. Yarbrough, seconded by Ms. Barrios, and carried unanimously to reaffirm Board Policy 2200 – Board Duties and Responsibilities.

It was moved by Mr. Yarbrough, seconded by Ms. Barrios, and carried unanimously to reaffirm the following Board Policies: #2715 (Code of Ethics/Standards of Practice), #2735 (Board Member Travel), and #6320 (Investments).

It was moved by Ms. Barrios and seconded by Ms. Alvarez to designate specific days, weeks or months of observance, which relate to the educational mission of the district, as listed in the docket. Discussion ensued. The motion carried with one nay vote from Mr. Yarbrough.

### **3.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

#### **3.1 Report from the Chancellor**

Dr. Raúl Rodríguez, Chancellor, did not give a report to the board, but commended board members on the professional manner in which the election of the board president was conducted.

#### **3.2 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

Mr. Vázquez and Dr. Martinez reported that the SAC and SCC accreditation steering committees are working on revising the drafts provided by the sub-groups and standard committees for the accreditation team visit in October 2014. Mr. Vázquez reported that the accrediting commission provided feedback to the report SCC submitted to the commission in Fall 2012 that described SCC's status and implementation of student learning outcomes assessment. Dr. Martinez indicated SAC plans to hold a forum on December 13 for college staff to discuss the status of its accreditation process.

#### **3.3 Report from Student Trustee**

Mr. Luis Correa provided a report to the board.

#### **3.4 Reports from Student Presidents**

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

Mr. Jorge Sandoval, Student President, Santa Ana College  
Mr. Hector Soberano, Director of Green Operations, Santiago Canyon College

#### **3.5 Reports from Academic Senate Presidents**

The following academic senate representatives provided reports to the board:

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College  
Mr. John Zarske, Academic Senate President, Santa Ana College

### **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, 5.3, 5.4, 5.5, 5.8 through 5.16 were approved as part of Item 1.7 (Consent Calendar).

### **5.6 Adoption of Resolution No. 13-43 for Approval of Request for Qualifications and Proposals for Lease/Leaseback Services for Tessman Planetarium Upgrade and Restroom Addition, Parking Lot #11 Expansion and Improvements, and Temporary Village Projects at Santa Ana College**

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to adopt Resolution No. 13-43 which authorizes staff to issue a Request for Qualifications and Proposals seeking proposals from qualified contractors to construct a project pursuant to Education Code Section 81335 and to enter into a Site Lease, Facilities Sub-Lease, and related construction agreements regarding one project which includes Tessman Planetarium Upgrade and Restroom Addition, parking lot #11 expansion, and Temporary Village projects at SAC as presented. Discussion ensued on Items 5.6 and 5.7. The motion carried unanimously.

### **5.7 Adoption of Resolution 13-44 for Approval of Request for Qualifications and Proposals for Lease/Leaseback Services for Dunlap Hall Renovations at Santa Ana College**

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to adopt Resolution No. 13-44 which authorizes staff to issue a Request for Qualifications and Proposals seeking proposals from qualified contractors to construct a project pursuant to Education Code Section 81335 and to enter into a Site Lease, Facilities Sub-Lease, and related construction agreements regarding Dunlap Hall renovations at SAC as presented. Discussion ensued during Item 5.6. The motion carried unanimously.

## **6.0 GENERAL**

Items 6.1, 6.2, and 6.3 were approved as part of Item 1.7 (Consent Calendar).

### **6.4 Adoption of Resolution No. 13-45 authorizing payment to Trustee Absent from Board Meetings**

It was moved by Mr. Hanna, seconded by Mr. Labrado, and carried unanimously to authorize payment to Luis Correa for his absence from the November 12, 2013, board meeting due to class on Tuesday evenings.

### **6.5 List of 2014 Conferences and Legislative Executive Visits for Members**

Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend was provided as information.

6.6 Approval of Appointments to Measure Q Citizens' Bond Oversight Committee

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to approve the appointments to the Measure Q Citizens' Bond Oversight Committee as presented.

6.7 Presentation of Child Development Centers – California School Employees Association (CSEA), Chapter 888 Initial Proposal to Rancho Santiago Community College District

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez, and carried unanimously to receive and file the Child Development Centers – CSEA, Chapter 888, initial proposal to the district and schedule a public hearing for January 13, 2014.

6.8 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and Continuing Education Faculty Association (CEFA)

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the amendments to the collective bargaining agreement with CEFA.

6.9 First Reading of Revised Board Policies and New Administrative Regulations

The following policies and regulations were presented for first reading as an information item:

- BP 2305 Annual Organizational Meeting
- BP 3250 Institutional Planning
- BP 3900 Speech: Time, Place, and Manner
- AR 2110 Vacancies on the Board
- AR 2320 Special and Emergency Meetings
- AR 2410 Board Policies and Administrative Regulations
- AR 2430 Delegation of Authority
- AR 2610 Presentation of Initial Collective Bargaining Proposals
- AR 2710 Conflict of Interest

Mr. Hanna asked that the board policies and administrative regulations be presented as two separate items since the board does not approve administrative regulations.

6.10 Reports from Board Committees

Mr. Labrado provided a report on the December 5, 2013, Board Facilities Committee meeting during the discussion of Item 5.6 and 5.7.

Mr. Yarbrough provided a report on the November 18, 2013, Board Fiscal/Audit Committee meeting.



6.10 Reports from Board Committees – (cont.)

Mr. Hanna provided a report on the December 2, 2013, Board Policy Committee meeting.

6.11 Board Member Comments

Board members thanked Ms. Barrios for serving as the 2012-2013 president and congratulated Mr. Solorio as the 2013-2014 president, Mr. Labrado as the 2013-2014 vice president, and Ms. Alvarez as the 2013-2014 clerk.

Mr. Correa expressed disappointment in the remarks made in a public forum by the SCC student representative regarding an internal dispute. He indicated he is working with SAC and SCC student governments on the January 24, 2014, student leadership workshop.

Board members expressed support for Mr. Correa.

Mr. Yarbrough reported he spoke at the December 3, 2013, SCC Academic Senate meeting.

Mr. Yarbrough reported he presented the board-approved resolution in honor of Mr. Lorenzo A. Ramirez to Ms. Phyllis Ramirez on December 3, 2013.

Ms. Barrios reported she and Ms. Mendoza Yanez attended the SCC Holiday Showcase on November 30, 2013.

Ms. Barrios read an excerpt of former student trustee Andrew Hanson's recent email announcing he had been accepted to Harvard Law School in the fall and commended the board on assisting him on his journey there.

Ms. Barrios reported she recently had a luncheon meeting with SAC and SCC academic senate presidents.

Mr. Labrado and Mr. Hanna reported they attended the Soldiers to Scholars event on December 5 and commended Dr. Martinez and SAC staff for a wonderful event.

Mr. Labrado thanked Dr. Martinez for allowing the public use of SAC soccer fields.

Ms. Mendoza Yanez thanked everyone for their informative reports.

Ms. Mendoza Yanez commended a Korean student who gave a presentation at a recent SCC Communicators Club event that she attended and encouraged trustees to attend future Communicators Club events.

Ms. Mendoza Yanez reported that she attended the play "Angry White Women" at SAC and was impressed with the professionalism displayed in the acting and sets.

6.11 Board Member Comments – (cont.)

Mr. Hanna commended the SAC men's soccer team and SCC's women's soccer team for their team efforts this year.

Mr. Hanna gave a report on the Community College League of California (CCLC) Annual Convention and Partnership Conferences in Sacramento on November 21-23 that he attended. He indicated he was unable to attend the chancellor's presentation at the conference and asked that the chancellor give his CCLC workshop presentation to the board at a future study session.

Mr. Hanna read Governor Brown's Proclamation declaring December 7 as Pearl Harbor Remembrance Day and asked that the meeting be closed in memory of the armed services that lost their lives on December 7, 1941. Mr. Hanna shared that his father, Wallace John Hanna, and his father's cousin, Mr. David Darling Hanna, were stationed in Hawaii at the time and his father's cousin lost his life on the Arizona during the attack on Pearl Harbor.

6.12 Adoption of Resolution No. 13-46 regarding Emergency Closure of SAC-East Child Development Center

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to adopt the resolution certifying the Child Development Center was closed due to an emergency power outage on November 21, 2013.

**RECESS TO CLOSED SESSION**

The board convened into closed session at 7:06 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
  
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: California School Employees Association, Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association
  
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])

## **RECONVENE**

The board reconvened at 7:20 p.m.

### **Closed Session Report**

Ms. Alvarez reported the board discussed public employment, public employee discipline, and labor negotiations, and voted unanimously to release Ms. Laura Mitchell, Instructional Assistant, from probation.

### **Public Comment**

There were no public comments.

## **7.0 HUMAN RESOURCES**

### **7.1 Management/Academic Personnel**

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

- Approve Adjusted Salary/Allowances/TSA Reflecting 1.57% COLA (per Employment Agreement)
- Approve Permanent 2013-2014 Cabinet Salary Schedule
- Approve Permanent 2013-2014 Management Salary Schedule
- Approve Appointments
- Approve Changes of Position Grade Levels Effective July 1, 2013
- Approve Permanent 2013-2014 CEFA Part-time Hourly Salary Schedule
- Approve Changes of Assignments
- Approve Long-term Substitute per Education Code 87481 and 87482
- Approve Interim Assignments
- Ratify Resignations/Retirements
- Approve 2013-2014 Contract Extension Days
- Approve Stipends
- Approve FARSCCD Part-time Hourly Step Increase Effective Fall 2013
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Intern Services

### **7.2 Classified Personnel**

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

- Approve New Appointments
- Approve Out of Class Assignments

7.2 Classified Personnel – (cont.)

- Approve Changes in Positions/Locations
- Ratify Resignations/Retirements
- Approve Temporary to Hourly On Going Assignments
- Approve Changes in Positions/Departments
- Approve Professional Growth Increments
- Approve Leaves of Absence
- 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 Student Assistant Lists

7.3 Approval of December 2013 Holiday Closure

It was moved by Mr. Yarbrough, seconded by Ms. Barrios, and carried unanimously to designate December 30 and 31, 2013, as paid holidays for all CSEA 579 and management employees.

**8.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Monday, January 13, 2014.

There being no further business, Mr. Solorio declared this meeting adjourned at 7:22 p.m., in memory of the armed services that lost their lives on December 7, 1941.

Respectfully submitted,

---

Raúl Rodríguez, Ph.D.  
Chancellor

Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: January 13, 2014

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

To: Board of Trustees	Date: January 13, 2014
Re: Approval of New SLPA Agreement – Dynamic Therapy Solutions, LLC	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose. 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 Dynamic Therapy Solutions, LLC in Palmdale, California.

Fiscal Impact: None	Board Date: January 13, 2014
Prepared by: Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

# **AGREEMENT**

## **Speech-Language Pathology Assistant Program**

**THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, DYNAMIC THERAPY SOLUTIONS, LLC, hereinafter called the Agency.**

### **PART I.**

#### **BASIS AND PURPOSE OF AGREEMENT**

##### **WITNESSETH:**

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

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

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

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

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

### **PART II.**

#### **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

##### **A. For the Program in General**

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

**2. For Student Workers' Compensation**

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

3. **The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.**
4. **The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.**
5. **The District will keep academic and clinical experience records of students participating in said program.**
6. **The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.**
7. **The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.**
8. **The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.**
9. **The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:**
  - a. **Student Speech-Language Pathology Assistant schedules.**
  - b. **Placement of student in clinical experience assignments.**
  - c. **Changes in clinical experience assignments.**
10. **The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.**
11. **The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.**

**PART III.**

**GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

**A. For the Program in General**

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years experience as a practicing speech language pathologist.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.



11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

#### **PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

##### **A. For publications**

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

##### **B. Indemnification**

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

**C. Insurance:**

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

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

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

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

**PART VI PERIOD OF AGREEMENT**

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

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



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

**Dynamic Therapy Solutions, LLC  
190 Sierra Court, Suite C-3  
Palmdale, CA 93550**

\_\_\_\_\_  
**District**

\_\_\_\_\_  
**Agency/Facility/Location**

\_\_\_\_\_  
**Peter J. Hardash  
Vice Chancellor  
Business Operations and Fiscal Services**

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

\_\_\_\_\_  
**Printed Title:** \_\_\_\_\_

\_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Date:** \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: January 13, 2014
Re: Approval of New SLPA Agreement – Bright Star Speech and Language Services	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose. 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 Bright Star Speech and Language Services in Tustin, California.

Fiscal Impact:	None	Board Date: January 13, 2014
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

# **AGREEMENT**

## **Speech-Language Pathology Assistant Program**

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, **BRIGHT STAR SPEECH AND LANGUAGE SERVICES**, hereinafter called the Agency.

### **PART I. BASIS AND PURPOSE OF AGREEMENT**

#### **WITNESSETH:**

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

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

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

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

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

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

#### **A. For the Program in General**

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

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

3. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.
4. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
5. The District will keep academic and clinical experience records of students participating in said program.
6. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
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8. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
9. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
  - a. Student Speech-Language Pathology Assistant schedules.
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10. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
11. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

**PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

**A. For the Program in General**

- 1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.**
- 2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years experience as a practicing speech language pathologist.**
- 3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.**
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- 6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners**
- 7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.**
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- 9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.**
- 10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.**

11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
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16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

**B. Indemnification**

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



**C. Insurance:**

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

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

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

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

**PART VI PERIOD OF AGREEMENT**

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

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

*JH*  
*2/2/13*

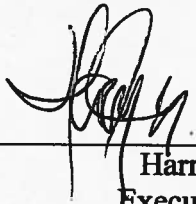
*Rancho Santiago Community  
College District*

*Bright Star Speech and Language Services  
17291 Irvine Blvd, Ste. 325  
Tustin, CA 92780*

\_\_\_\_\_ District

\_\_\_\_\_ Agency/Facility/Location

\_\_\_\_\_ Peter J. Hardash  
Vice Chancellor  
Business Operations and Fiscal Services

\_\_\_\_\_   
Harry D. Ayala  
Executive Director

Date: \_\_\_\_\_

Date: 12/10/13

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

To: Board of Trustees	Date: January 13, 2014
Re: Approval of SLPA Agreement Renewal – Irvine Unified School District	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose. 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 Irvine Unified School District in Irvine, California.

Fiscal Impact:	None	Board Date: January 13, 2014
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

# **AGREEMENT**

## **Speech-Language Pathology Assistant Program**

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

### **PART I. BASIS AND PURPOSE OF AGREEMENT**

#### **WITNESSETH:**

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

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

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

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

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

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

#### **A. For the Program in General**

- 1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.**
- 2. For Student Workers' Compensation**

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

3. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.
4. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
5. The District will keep academic and clinical experience records of students participating in said program.
6. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
7. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
8. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
9. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
  - a. Student Speech-Language Pathology Assistant schedules.
  - b. Placement of student in clinical experience assignments.
  - c. Changes in clinical experience assignments.
10. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
11. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

**PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

**A. For the Program in General**

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years experience as a practicing speech language pathologist.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.

11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

#### **PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

##### **A. For publications**

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

##### **B. Indemnification**

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

C. **Insurance:**

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

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

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

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

**PART VI PERIOD OF AGREEMENT**

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



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

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

*Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604*

\_\_\_\_\_  
District

\_\_\_\_\_  
Agency/Facility/Location

\_\_\_\_\_  
**Peter J. Hardash  
Vice Chancellor  
Business Operations and Fiscal Services**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

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

To: Board of Trustees	Date: January 13, 2014
Re: Approval of a new OTA Agreement – Etiwanda School District	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

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

Fiscal Impact:	None	Board Date: January 13, 2014
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 on **December 11, 2013** by and between **Etiwanda School District**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

#### A. For the Program in General

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

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

**B. For Program Planning**

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

**C. For Occupational Therapy Assistant Program Students**

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

**PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

**A. For the Program in General**

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

**B. Insurance:**

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

**C. Indemnification**

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

**PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

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

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

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

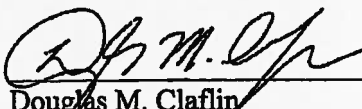
- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party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

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

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

**Agency:**  
**Etiwanda School District**  
6061 East Ave.  
Etiwanda, CA 91739

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

  
\_\_\_\_\_  
Douglas M. Clafin  
Assistant Superintendent  
Business Services

\_\_\_\_\_  
Date

12/10/2013  
\_\_\_\_\_  
Date

Rancho Santiago Comm Coll District

Board Meeting of 01/13/14

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 11/30/13 Thru 01/03/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58281	General Fund Unrestricted	1,194.10	0.00	1,194.10	92*0373093	92*0373101
58282	General Fund Unrestricted	445.69	0.00	445.69	92*0373102	92*0373102
58284	General Fund Unrestricted	1,063.50	0.00	1,063.50	92*0373104	92*0373104
58287	General Fund Unrestricted	3,596.50	0.00	3,596.50	92*0373114	92*0373123
58288	General Fund Unrestricted	7,924.00	0.00	7,924.00	92*0373124	92*0373128
58289	General Fund Unrestricted	1,635,547.10	0.00	1,635,547.10	92*0373129	92*0373130
58291	General Fund Unrestricted	175.00	0.00	175.00	92*0373133	92*0373133
58292	General Fund Unrestricted	119,879.54	0.00	119,879.54	92*0373134	92*0373138
58293	General Fund Unrestricted	4,373.60	0.00	4,373.60	92*0373139	92*0373141
58294	General Fund Unrestricted	2,292.26	0.00	2,292.26	92*0373142	92*0373147
58295	General Fund Unrestricted	3,968.76	0.00	3,968.76	92*0373148	92*0373155
58296	General Fund Unrestricted	19,961.94	0.00	19,961.94	92*0373156	92*0373162
58298	General Fund Unrestricted	576.11	0.00	576.11	92*0373176	92*0373177
58299	General Fund Unrestricted	4,680.55	0.00	4,680.55	92*0373182	92*0373183
58301	General Fund Unrestricted	891.00	0.00	891.00	92*0373196	92*0373198
58302	General Fund Unrestricted	2,159.81	0.00	2,159.81	92*0373200	92*0373205
58304	General Fund Unrestricted	10,297.40	0.00	10,297.40	92*0373209	92*0373213
58311	General Fund Unrestricted	2,358.20	0.00	2,358.20	92*0373257	92*0373261
58314	General Fund Unrestricted	672.60	0.00	672.60	92*0373282	92*0373283
58315	General Fund Unrestricted	1,119.13	0.00	1,119.13	92*0373284	92*0373286
58316	General Fund Unrestricted	5,718.86	0.00	5,718.86	92*0373289	92*0373292
58317	General Fund Unrestricted	10,082.97	0.00	10,082.97	92*0373294	92*0373301
58319	General Fund Unrestricted	1,343.58	0.00	1,343.58	92*0373308	92*0373314
58320	General Fund Unrestricted	6,571.00	0.00	6,571.00	92*0373315	92*0373316
58322	General Fund Unrestricted	108,870.65	0.00	108,870.65	92*0373319	92*0373415
58323	General Fund Unrestricted	156,560.50	0.00	156,560.50	92*0373416	92*0373515
58324	General Fund Unrestricted	164,964.50	0.00	164,964.50	92*0373516	92*0373615
58325	General Fund Unrestricted	164,408.36	0.00	164,408.36	92*0373616	92*0373715
58326	General Fund Unrestricted	162,046.00	0.00	162,046.00	92*0373716	92*0373815
58327	General Fund Unrestricted	161,394.50	0.00	161,394.50	92*0373816	92*0373915
58328	General Fund Unrestricted	66,510.00	0.00	66,510.00	92*0373916	92*0373960
58331	General Fund Unrestricted	414.72	0.00	414.72	92*0373982	92*0373982
58332	General Fund Unrestricted	5,912.44	0.00	5,912.44	92*0373986	92*0373991
58333	General Fund Unrestricted	6,667.00	0.00	6,667.00	92*0373996	92*0373997
58341	General Fund Unrestricted	2,298.00	0.00	2,298.00	92*0374018	92*0374023
58342	General Fund Unrestricted	53,458.00	0.00	53,458.00	92*0374024	92*0374037
58343	General Fund Unrestricted	192,880.40	0.00	192,880.40	92*0374038	92*0374102
58345	General Fund Unrestricted	2,927.02	0.00	2,927.02	92*0374106	92*0374108
58346	General Fund Unrestricted	20,696.87	0.00	20,696.87	92*0374110	92*0374111
58347	General Fund Unrestricted	1,614.67	0.00	1,614.67	92*0374112	92*0374119
58348	General Fund Unrestricted	3,657.57	0.00	3,657.57	92*0374120	92*0374123

4.1 (1)



Checks Written for Period 11/30/13 Thru 01/03/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58350	General Fund Unrestricted	4,035.00	0.00	4,035.00	92*0374136	92*0374136
58351	General Fund Unrestricted	1,338.36	0.00	1,338.36	92*0374138	92*0374141
58352	General Fund Unrestricted	1,904.41	0.00	1,904.41	92*0374144	92*0374149
58353	General Fund Unrestricted	985.17	0.00	985.17	92*0374151	92*0374156
58354	General Fund Unrestricted	5,770.00	0.00	5,770.00	92*0374158	92*0374161
58356	General Fund Unrestricted	4,793.92	0.00	4,793.92	92*0374173	92*0374180
58357	General Fund Unrestricted	13,540.00	0.00	13,540.00	92*0374181	92*0374183
58358	General Fund Unrestricted	6,381.65	0.00	6,381.65	92*0374185	92*0374189
58359	General Fund Unrestricted	2,807.00	0.00	2,807.00	92*0374190	92*0374191
58360	General Fund Unrestricted	2,358.70	0.00	2,358.70	92*0374192	92*0374200
58366	General Fund Unrestricted	109.02	0.00	109.02	92*0374234	92*0374236
58367	General Fund Unrestricted	1,528.64	0.00	1,528.64	92*0374244	92*0374247
58368	General Fund Unrestricted	7,771.82	0.00	7,771.82	92*0374249	92*0374252
58373	General Fund Unrestricted	20,886.06	0.00	20,886.06	92*0374281	92*0374281
58374	General Fund Unrestricted	4,091.00	0.00	4,091.00	92*0374282	92*0374284
58375	General Fund Unrestricted	2,621.70	0.00	2,621.70	92*0374285	92*0374293
58382	General Fund Unrestricted	435.28	0.00	435.28	92*0374321	92*0374325
58383	General Fund Unrestricted	3,189.90	0.00	3,189.90	92*0374329	92*0374336
58384	General Fund Unrestricted	2,310.17	0.00	2,310.17	92*0374337	92*0374342
58385	General Fund Unrestricted	901.36	0.00	901.36	92*0374343	92*0374347
58386	General Fund Unrestricted	10,861.97	0.00	10,861.97	92*0374348	92*0374352
58387	General Fund Unrestricted	4,800.05	0.00	4,800.05	92*0374354	92*0374354
58389	General Fund Unrestricted	2,440.44	0.00	2,440.44	92*0374366	92*0374370
58391	General Fund Unrestricted	6,711.00	0.00	6,711.00	92*0374377	92*0374383
58396	General Fund Unrestricted	2,675.49	0.00	2,675.49	92*0374392	92*0374398
58398	General Fund Unrestricted	2,400.22	0.00	2,400.22	92*0374411	92*0374413
58399	General Fund Unrestricted	9,701.04	0.00	9,701.04	92*0374414	92*0374417
58404	General Fund Unrestricted	6,196.00	0.00	6,196.00	92*0374433	92*0374442
58405	General Fund Unrestricted	2,900.70	0.00	2,900.70	92*0374443	92*0374452
58406	General Fund Unrestricted	1,518.00	0.00	1,518.00	92*0374453	92*0374461
58409	General Fund Unrestricted	947.78	0.00	947.78	92*0374473	92*0374474
58410	General Fund Unrestricted	3,362.07	0.00	3,362.07	92*0374478	92*0374484
58411	General Fund Unrestricted	13,368.93	0.00	13,368.93	92*0374485	92*0374488
58412	General Fund Unrestricted	708.27	0.00	708.27	92*0374491	92*0374497
58413	General Fund Unrestricted	5,143.63	0.00	5,143.63	92*0374499	92*0374505
58414	General Fund Unrestricted	4,392.43	0.00	4,392.43	92*0374506	92*0374514
58415	General Fund Unrestricted	2,584.90	0.00	2,584.90	92*0374515	92*0374521
58416	General Fund Unrestricted	609.31	0.00	609.31	92*0374523	92*0374524
58417	General Fund Unrestricted	2,638.12	0.00	2,638.12	92*0374529	92*0374535
58418	General Fund Unrestricted	23,345.00	0.00	23,345.00	92*0374537	92*0374538
58420	General Fund Unrestricted	2,620.82	0.00	2,620.82	92*0374545	92*0374550

Checks Written for Period 11/30/13 Thru 01/03/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58422	General Fund Unrestricted	1,289.00	0.00	1,289.00	92*0374557	92*0374557
58424	General Fund Unrestricted	1,038.00	0.00	1,038.00	92*0374569	92*0374569
58425	General Fund Unrestricted	4,047.25	0.00	4,047.25	92*0374570	92*0374578
58433	General Fund Unrestricted	12,882.84	0.00	12,882.84	92*0374635	92*0374640
58439	General Fund Unrestricted	4,902.80	0.00	4,902.80	92*0374663	92*0374674
58441	General Fund Unrestricted	1,771.62	0.00	1,771.62	92*0374683	92*0374689
58442	General Fund Unrestricted	1,018.65	0.00	1,018.65	92*0374691	92*0374697
58445	General Fund Unrestricted	4,156.30	0.00	4,156.30	92*0374708	92*0374717
58446	General Fund Unrestricted	2,618.10	0.00	2,618.10	92*0374718	92*0374728
58447	General Fund Unrestricted	1,695.60	0.00	1,695.60	92*0374729	92*0374735
58451	General Fund Unrestricted	6,124.62	0.00	6,124.62	92*0374749	92*0374754
58452	General Fund Unrestricted	779.21	0.00	779.21	92*0374755	92*0374755
58455	General Fund Unrestricted	18,974.62	0.00	18,974.62	92*0374763	92*0374766
58460	General Fund Unrestricted	8,484.48	0.00	8,484.48	92*0374776	92*0374793
58461	General Fund Unrestricted	734.03	0.00	734.03	92*0374794	92*0374800
58463	General Fund Unrestricted	4,581.52	0.00	4,581.52	92*0374809	92*0374809
58466	General Fund Unrestricted	4,042.22	0.00	4,042.22	92*0374825	92*0374831
58469	General Fund Unrestricted	3,157.20	0.00	3,157.20	92*0374839	92*0374846
58475	General Fund Unrestricted	85,795.00	0.00	85,795.00	92*0374854	92*0374928
58476	General Fund Unrestricted	95,260.50	0.00	95,260.50	92*0374929	92*0375003
58477	General Fund Unrestricted	26,019.50	0.00	26,019.50	92*0375004	92*0375023
58478	General Fund Unrestricted	99,231.18	0.00	99,231.18	92*0375024	92*0375026
58479	General Fund Unrestricted	1,625,792.47	0.00	1,625,792.47	92*0375027	92*0375028
58480	General Fund Unrestricted	7,307.25	0.00	7,307.25	92*0375029	92*0375031
58485	General Fund Unrestricted	3,062.40	0.00	3,062.40	92*0375050	92*0375059
58486	General Fund Unrestricted	2,825.10	0.00	2,825.10	92*0375060	92*0375068
58490	General Fund Unrestricted	310.87	0.00	310.87	92*0375099	92*0375099
58491	General Fund Unrestricted	14,521.90	0.00	14,521.90	92*0375108	92*0375111
58492	General Fund Unrestricted	2,824.00	0.00	2,824.00	92*0375113	92*0375114
58494	General Fund Unrestricted	3,206.66	0.00	3,206.66	92*0375116	92*0375118
58495	General Fund Unrestricted	577.42	0.00	577.42	92*0375119	92*0375122
58496	General Fund Unrestricted	2,688.46	0.00	2,688.46	92*0375124	92*0375126
58498	General Fund Unrestricted	9,417.21	0.00	9,417.21	92*0375128	92*0375132
58499	General Fund Unrestricted	1,840.53	0.00	1,840.53	92*0375133	92*0375139
58504	General Fund Unrestricted	2,831.00	0.00	2,831.00	92*0375148	92*0375157
58505	General Fund Unrestricted	2,592.50	0.00	2,592.50	92*0375158	92*0375165
58506	General Fund Unrestricted	2,800.00	0.00	2,800.00	92*0375166	92*0375168
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u>\$5,391,061.74</u></b>	<b><u>\$0.00</u></b>	<b><u>\$5,391,061.74</u></b>		

Checks Written for Period 11/30/13 Thru 01/03/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58297	General Fund Restricted	2,474.95	0.00	2,474.95	92*0373163	92*0373171
58298	General Fund Restricted	1,887.31	0.00	1,887.31	92*0373172	92*0373175
58299	General Fund Restricted	7,482.22	0.00	7,482.22	92*0373178	92*0373184
58300	General Fund Restricted	3,713.06	0.00	3,713.06	92*0373185	92*0373193
58301	General Fund Restricted	908.62	0.00	908.62	92*0373195	92*0373199
58302	General Fund Restricted	241.00	0.00	241.00	92*0373206	92*0373206
58303	General Fund Restricted	39,976.06	0.00	39,976.06	92*0373208	92*0373208
58304	General Fund Restricted	10,090.85	0.00	10,090.85	92*0373211	92*0373214
58306	General Fund Restricted	7,057.90	0.00	7,057.90	92*0373220	92*0373229
58312	General Fund Restricted	3,329.21	0.00	3,329.21	92*0373262	92*0373270
58313	General Fund Restricted	969.06	0.00	969.06	92*0373271	92*0373277
58314	General Fund Restricted	3,782.33	0.00	3,782.33	92*0373278	92*0373281
58315	General Fund Restricted	128.86	0.00	128.86	92*0373288	92*0373288
58316	General Fund Restricted	312.01	0.00	312.01	92*0373293	92*0373293
58329	General Fund Restricted	4,474.94	0.00	4,474.94	92*0373961	92*0373970
58330	General Fund Restricted	4,800.90	0.00	4,800.90	92*0373971	92*0373979
58331	General Fund Restricted	1,273.04	0.00	1,273.04	92*0373980	92*0373985
58334	General Fund Restricted	1,375.61	0.00	1,375.61	92*0373999	92*0374001
58345	General Fund Restricted	256.10	0.00	256.10	92*0374105	92*0374105
58346	General Fund Restricted	11,037.22	0.00	11,037.22	92*0374109	92*0374109
58347	General Fund Restricted	412.80	0.00	412.80	92*0374115	92*0374115
58348	General Fund Restricted	4,419.95	0.00	4,419.95	92*0374124	92*0374125
58349	General Fund Restricted	4,028.15	0.00	4,028.15	92*0374126	92*0374134
58351	General Fund Restricted	261.91	0.00	261.91	92*0374142	92*0374143
58353	General Fund Restricted	339.27	0.00	339.27	92*0374150	92*0374152
58354	General Fund Restricted	7,361.07	0.00	7,361.07	92*0374157	92*0374163
58355	General Fund Restricted	1,073.80	0.00	1,073.80	92*0374164	92*0374172
58358	General Fund Restricted	3,490.00	0.00	3,490.00	92*0374184	92*0374187
58363	General Fund Restricted	3,510.47	0.00	3,510.47	92*0374210	92*0374218
58364	General Fund Restricted	1,637.66	0.00	1,637.66	92*0374219	92*0374225
58365	General Fund Restricted	2,471.85	0.00	2,471.85	92*0374226	92*0374231
58366	General Fund Restricted	4,033.44	0.00	4,033.44	92*0374232	92*0374240
58367	General Fund Restricted	2,139.38	0.00	2,139.38	92*0374241	92*0374246
58368	General Fund Restricted	18,219.50	0.00	18,219.50	92*0374248	92*0374255
58369	General Fund Restricted	37,136.16	0.00	37,136.16	92*0374256	92*0374259
58370	General Fund Restricted	425.92	0.00	425.92	92*0374260	92*0374268
58371	General Fund Restricted	1,979.13	0.00	1,979.13	92*0374269	92*0374276
58381	General Fund Restricted	1,008.58	0.00	1,008.58	92*0374313	92*0374320
58382	General Fund Restricted	2,689.73	0.00	2,689.73	92*0374322	92*0374328
58386	General Fund Restricted	7,555.36	0.00	7,555.36	92*0374349	92*0374350
58388	General Fund Restricted	594.12	0.00	594.12	92*0374356	92*0374365

Checks Written for Period 11/30/13 Thru 01/03/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58397	General Fund Restricted	1,391.64	0.00	1,391.64	92*0374399	92*0374407
58398	General Fund Restricted	385.26	0.00	385.26	92*0374408	92*0374410
58399	General Fund Restricted	3,679.36	0.00	3,679.36	92*0374415	92*0374418
58408	General Fund Restricted	2,931.22	0.00	2,931.22	92*0374463	92*0374472
58409	General Fund Restricted	282.75	0.00	282.75	92*0374475	92*0374477
58410	General Fund Restricted	4,630.69	0.00	4,630.69	92*0374482	92*0374482
58411	General Fund Restricted	5,900.00	0.00	5,900.00	92*0374489	92*0374490
58412	General Fund Restricted	1,318.88	0.00	1,318.88	92*0374495	92*0374498
58417	General Fund Restricted	582.33	0.00	582.33	92*0374532	92*0374532
58418	General Fund Restricted	3,375.00	0.00	3,375.00	92*0374536	92*0374536
58419	General Fund Restricted	2,222.66	0.00	2,222.66	92*0374539	92*0374544
58421	General Fund Restricted	5,592.29	0.00	5,592.29	92*0374553	92*0374556
58426	General Fund Restricted	1,280.16	0.00	1,280.16	92*0374579	92*0374587
58427	General Fund Restricted	1,456.87	0.00	1,456.87	92*0374588	92*0374594
58429	General Fund Restricted	3,520.00	0.00	3,520.00	92*0374599	92*0374608
58430	General Fund Restricted	1,600.00	0.00	1,600.00	92*0374609	92*0374618
58431	General Fund Restricted	1,600.00	0.00	1,600.00	92*0374619	92*0374628
58432	General Fund Restricted	3,549.70	0.00	3,549.70	92*0374629	92*0374633
58433	General Fund Restricted	3,427.76	0.00	3,427.76	92*0374634	92*0374641
58434	General Fund Restricted	13,145.76	0.00	13,145.76	92*0374642	92*0374645
58440	General Fund Restricted	1,285.00	0.00	1,285.00	92*0374675	92*0374682
58442	General Fund Restricted	777.88	0.00	777.88	92*0374690	92*0374694
58443	General Fund Restricted	486.30	0.00	486.30	92*0374700	92*0374701
58444	General Fund Restricted	1,687.50	0.00	1,687.50	92*0374703	92*0374707
58447	General Fund Restricted	569.75	0.00	569.75	92*0374732	92*0374734
58448	General Fund Restricted	2,254.69	0.00	2,254.69	92*0374736	92*0374742
58450	General Fund Restricted	98,440.74	0.00	98,440.74	92*0374747	92*0374748
58451	General Fund Restricted	4,372.38	0.00	4,372.38	92*0374750	92*0374751
58452	General Fund Restricted	1,468.24	0.00	1,468.24	92*0374756	92*0374757
58453	General Fund Restricted	1,505.85	0.00	1,505.85	92*0374758	92*0374761
58461	General Fund Restricted	1,307.37	0.00	1,307.37	92*0374795	92*0374799
58462	General Fund Restricted	2,790.75	0.00	2,790.75	92*0374801	92*0374808
58463	General Fund Restricted	19,695.97	0.00	19,695.97	92*0374810	92*0374812
58464	General Fund Restricted	2,137.23	0.00	2,137.23	92*0374814	92*0374819
58466	General Fund Restricted	3,014.99	0.00	3,014.99	92*0374827	92*0374830
58468	General Fund Restricted	29,835.18	0.00	29,835.18	92*0374834	92*0374838
58481	General Fund Restricted	2,358.84	0.00	2,358.84	92*0375032	92*0375036
58483	General Fund Restricted	734.86	0.00	734.86	92*0375039	92*0375048
58487	General Fund Restricted	5,000.00	0.00	5,000.00	92*0375069	92*0375078
58488	General Fund Restricted	5,000.00	0.00	5,000.00	92*0375079	92*0375088
58489	General Fund Restricted	4,750.00	0.00	4,750.00	92*0375089	92*0375098

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58490	General Fund Restricted	4,779.80	0.00	4,779.80	92*0375100	92*0375107
58491	General Fund Restricted	43.07	0.00	43.07	92*0375112	92*0375112
58494	General Fund Restricted	3,781.24	0.00	3,781.24	92*0375117	92*0375117
58496	General Fund Restricted	82.54	0.00	82.54	92*0375123	92*0375123
58499	General Fund Restricted	158.00	0.00	158.00	92*0375135	92*0375135
<b>Total Fund 12 General Fund Restricted</b>		<b><u>\$470,550.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$470,550.00</u></b>		

Checks Written for Period 11/30/13 Thru 01/03/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58280	GF Unrestricted One-Time Func	12,558.34	0.00	12,558.34	92*0373092	92*0373092
58286	GF Unrestricted One-Time Func	10,671.27	0.00	10,671.27	92*0373111	92*0373113
58301	GF Unrestricted One-Time Func	264.00	0.00	264.00	92*0373194	92*0373194
58303	GF Unrestricted One-Time Func	17,156.40	0.00	17,156.40	92*0373207	92*0373207
58305	GF Unrestricted One-Time Func	7,028.23	0.00	7,028.23	92*0373215	92*0373219
58315	GF Unrestricted One-Time Func	560.00	0.00	560.00	92*0373287	92*0373287
58318	GF Unrestricted One-Time Func	138,366.51	0.00	138,366.51	92*0373302	92*0373307
58333	GF Unrestricted One-Time Func	23,947.75	0.00	23,947.75	92*0373992	92*0373995
58334	GF Unrestricted One-Time Func	383.64	0.00	383.64	92*0373998	92*0373998
58344	GF Unrestricted One-Time Func	1,402.53	0.00	1,402.53	92*0374103	92*0374104
58350	GF Unrestricted One-Time Func	27,395.52	0.00	27,395.52	92*0374135	92*0374137
58372	GF Unrestricted One-Time Func	15,011.81	0.00	15,011.81	92*0374277	92*0374280
58387	GF Unrestricted One-Time Func	364.49	0.00	364.49	92*0374353	92*0374355
58390	GF Unrestricted One-Time Func	64,635.86	0.00	64,635.86	92*0374371	92*0374376
58396	GF Unrestricted One-Time Func	7,057.12	0.00	7,057.12	92*0374390	92*0374397
58416	GF Unrestricted One-Time Func	4,311.34	0.00	4,311.34	92*0374522	92*0374528
58421	GF Unrestricted One-Time Func	348.30	0.00	348.30	92*0374551	92*0374552
58428	GF Unrestricted One-Time Func	12,035.53	0.00	12,035.53	92*0374595	92*0374598
58434	GF Unrestricted One-Time Func	15,500.00	0.00	15,500.00	92*0374643	92*0374644
58438	GF Unrestricted One-Time Func	20,108.54	0.00	20,108.54	92*0374660	92*0374662
58443	GF Unrestricted One-Time Func	1,684.75	0.00	1,684.75	92*0374698	92*0374702
58449	GF Unrestricted One-Time Func	20,796.58	0.00	20,796.58	92*0374743	92*0374745
58450	GF Unrestricted One-Time Func	82,490.40	0.00	82,490.40	92*0374746	92*0374746
58454	GF Unrestricted One-Time Func	230,217.75	0.00	230,217.75	92*0374762	92*0374762
58464	GF Unrestricted One-Time Func	477.34	0.00	477.34	92*0374813	92*0374813
58465	GF Unrestricted One-Time Func	56,677.76	0.00	56,677.76	92*0374820	92*0374824
58467	GF Unrestricted One-Time Func	128,230.70	0.00	128,230.70	92*0374832	92*0374833
58468	GF Unrestricted One-Time Func	5,000.00	0.00	5,000.00	92*0374837	92*0374837
58481	GF Unrestricted One-Time Func	29.37	0.00	29.37	92*0375034	92*0375034
58484	GF Unrestricted One-Time Func	1,801.58	0.00	1,801.58	92*0375049	92*0375049
58497	GF Unrestricted One-Time Func	7,900.22	0.00	7,900.22	92*0375127	92*0375127
58507	GF Unrestricted One-Time Func	256.78	0.00	256.78	92*0375169	92*0375170
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b><u>\$914,670.41</u></b>	<b><u>\$0.00</u></b>	<b><u>\$914,670.41</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58283	Child Development Fund	80.00	0.00	80.00	92*0373103	92*0373103
58290	Child Development Fund	841.06	0.00	841.06	92*0373131	92*0373132
58307	Child Development Fund	683.14	0.00	683.14	92*0373230	92*0373236
58308	Child Development Fund	22,017.83	0.00	22,017.83	92*0373237	92*0373244
58361	Child Development Fund	2,879.56	0.00	2,879.56	92*0374201	92*0374205
58362	Child Development Fund	11,345.00	0.00	11,345.00	92*0374206	92*0374209
58376	Child Development Fund	4,178.00	0.00	4,178.00	92*0374294	92*0374300
58392	Child Development Fund	8,387.99	0.00	8,387.99	92*0374384	92*0374385
58400	Child Development Fund	3,378.59	0.00	3,378.59	92*0374419	92*0374423
58401	Child Development Fund	1,871.18	0.00	1,871.18	92*0374424	92*0374430
58423	Child Development Fund	1,905.26	0.00	1,905.26	92*0374558	92*0374568
58435	Child Development Fund	1,207.54	0.00	1,207.54	92*0374646	92*0374648
58456	Child Development Fund	1,171.25	0.00	1,171.25	92*0374767	92*0374770
58457	Child Development Fund	5,320.81	0.00	5,320.81	92*0374771	92*0374772
58470	Child Development Fund	11,653.00	0.00	11,653.00	92*0374847	92*0374847
58471	Child Development Fund	2,267.01	0.00	2,267.01	92*0374848	92*0374849
58500	Child Development Fund	2,105.18	0.00	2,105.18	92*0375140	92*0375142
<b>Total Fund 33 Child Development Fund</b>		<b><u>\$81,292.40</u></b>	<b><u>\$0.00</u></b>	<b><u>\$81,292.40</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58310	Capital Outlay Projects Fund	176,183.86	0.00	176,183.86	92*0373252	92*0373256
58337	Capital Outlay Projects Fund	13,439.25	0.00	13,439.25	92*0374010	92*0374013
58338	Capital Outlay Projects Fund	134,845.00	0.00	134,845.00	92*0374014	92*0374014
58379	Capital Outlay Projects Fund	18,247.54	0.00	18,247.54	92*0374309	92*0374311
58394	Capital Outlay Projects Fund	1,185.00	0.00	1,185.00	92*0374388	92*0374388
58437	Capital Outlay Projects Fund	72,904.80	0.00	72,904.80	92*0374655	92*0374659
58502	Capital Outlay Projects Fund	9,406.51	0.00	9,406.51	92*0375146	92*0375146
<b>Total Fund 41 Capital Outlay Projects Fu</b>		<b><u>\$426,211.96</u></b>	<b><u>\$0.00</u></b>	<b><u>\$426,211.96</u></b>		



Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58285	Bond Fund, Measure E	54,515.12	0.00	54,515.12	92*0373105	92*0373110
58309	Bond Fund, Measure E	111,603.66	0.00	111,603.66	92*0373245	92*0373251
58321	Bond Fund, Measure E	1,134,306.41	0.00	1,134,306.41	92*0373317	92*0373318
58335	Bond Fund, Measure E	35,732.49	0.00	35,732.49	92*0374002	92*0374005
58336	Bond Fund, Measure E	40,938.77	0.00	40,938.77	92*0374006	92*0374009
58377	Bond Fund, Measure E	10,156.36	0.00	10,156.36	92*0374301	92*0374306
58378	Bond Fund, Measure E	104,798.86	0.00	104,798.86	92*0374307	92*0374308
58393	Bond Fund, Measure E	21,640.34	0.00	21,640.34	92*0374386	92*0374387
58402	Bond Fund, Measure E	10,112.10	0.00	10,112.10	92*0374431	92*0374431
58407	Bond Fund, Measure E	44,273.52	0.00	44,273.52	92*0374462	92*0374462
58436	Bond Fund, Measure E	114,868.41	0.00	114,868.41	92*0374649	92*0374654
58458	Bond Fund, Measure E	3,390.34	0.00	3,390.34	92*0374773	92*0374774
58472	Bond Fund, Measure E	8,705.44	0.00	8,705.44	92*0374850	92*0374851
58473	Bond Fund, Measure E	99,602.63	0.00	99,602.63	92*0374852	92*0374852
58482	Bond Fund, Measure E	311,269.71	0.00	311,269.71	92*0375037	92*0375038
58493	Bond Fund, Measure E	37,124.29	0.00	37,124.29	92*0375115	92*0375115
58501	Bond Fund, Measure E	3,046.40	0.00	3,046.40	92*0375143	92*0375145
<b>Total Fund 42 Bond Fund, Measure E</b>		<b><u>\$2,146,084.85</u></b>	<b><u>\$0.00</u></b>	<b><u>\$2,146,084.85</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58340	Property and Liability Fund	1,540.16	0.00	1,540.16	92*0374017	92*0374017
58380	Property and Liability Fund	7,500.00	0.00	7,500.00	92*0374312	92*0374312
58403	Property and Liability Fund	9,021.98	0.00	9,021.98	92*0374432	92*0374432
58474	Property and Liability Fund	7,500.00	0.00	7,500.00	92*0374853	92*0374853
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>\$25,562.14</u></b>	<b><u>\$0.00</u></b>	<b><u>\$25,562.14</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58339	Workers' Compensation Fund	501,894.90	0.00	501,894.90	92*0374015	92*0374016
58395	Workers' Compensation Fund	89.75	0.00	89.75	92*0374389	92*0374389
58459	Workers' Compensation Fund	50.95	0.00	50.95	92*0374775	92*0374775
58503	Workers' Compensation Fund	242.28	0.00	242.28	92*0375147	92*0375147
<b>Total Fund 62 Workers' Compensation Fu</b>		<b><u><u>\$502,277.88</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$502,277.88</u></u></b>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	5,391,061.74
Total Fund 12 General Fund Restricted	470,550.00
Total Fund 13 GF Unrestricted One-Time Fund	914,670.41
Total Fund 33 Child Development Fund	81,292.40
Total Fund 41 Capital Outlay Projects Fund	426,211.96
Total Fund 42 Bond Fund, Measure E	2,146,084.85
Total Fund 61 Property and Liability Fund	25,562.14
Total Fund 62 Workers' Compensation Fund	502,277.88
Grand Total:	<u><u>\$9,957,711.38</u></u>

Checks Written for Period 11/25/13 Thru 12/18/13

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
311312107	Bookstore Fund	2,985.55	0.00	2,985.55	31*0103875	31*0103876
311312214	Bookstore Fund	60,225.68	0.00	60,225.68	31*0103877	31*0103909
311312318	Bookstore Fund	56,795.03	6,592.44	50,202.59	31*0103910	31*0103930
<b>Total Fund 31 Bookstore Fund</b>		<b><u><u>\$120,006.26</u></u></b>	<b><u><u>\$6,592.44</u></u></b>	<b><u><u>\$113,413.82</u></u></b>		

Checks Written for Period 11/25/13 Thru 12/18/13

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
711311530	Associated Students Fund	449.98	0.00	449.98	71*0007014	71*0007018
711312214	Associated Students Fund	3,375.00	0.00	3,375.00	71*0007019	71*0007059
711312318	Associated Students Fund	3,401.95	0.00	3,401.95	71*0007060	71*0007067
<b>Total Fund 71 Associated Students Fund</b>		<u><u>\$7,226.93</u></u>	<u><u>\$0.00</u></u>	<u><u>\$7,226.93</u></u>		

Checks Written for Period 11/25/13 Thru 12/18/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
721312214	Representation Fee Trust Fund	1,000.00	0.00	1,000.00	72*0000006	72*0000006
<b>Total Fund 72 Representation Fee Trust Fun</b>		<b><u>\$1,000.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,000.00</u></b>		

Checks Written for Period 11/25/13 Thru 12/18/13

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
761312214	Community Education Fund	4,928.00	0.00	4,928.00	76*0006401	76*0006409
761312318	Community Education Fund	8,593.56	0.00	8,593.56	76*0006410	76*0006416
<b>Total Fund 76 Community Education Fund</b>		<b><u><u>\$13,521.56</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$13,521.56</u></u></b>		



Checks Written for Period 11/25/13 Thru 12/18/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791311530	Diversified Trust Fund	8,353.65	0.00	8,353.65	79*0018097	79*0018140
791312107	Diversified Trust Fund	66,277.09	29,744.81	36,532.28	79*0018141	79*0018213
791312214	Diversified Trust Fund	21,802.55	0.00	21,802.55	79*0018214	79*0018241
791312318	Diversified Trust Fund	2,089.77	0.00	2,089.77	79*0018242	79*0018249
<b>Total Fund 79 Diversified Trust Fund</b>		<b><u>\$98,523.06</u></b>	<b><u>\$29,744.81</u></b>	<b><u>\$68,778.25</u></b>		

Checks Written for Period 11/25/13 Thru 12/18/13

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
811311530	Diversified Agency Fund	15,900.52	1,075.00	14,825.52	81*0043933	81*0043962
811312107	Diversified Agency Fund	23,147.08	0.00	23,147.08	81*0043963	81*0043993
811312214	Diversified Agency Fund	24,535.34	0.00	24,535.34	81*0043994	81*0044048
811312318	Diversified Agency Fund	17,397.97	0.00	17,397.97	81*0044049	81*0044080
<b>Total Fund 81 Diversified Agency Fund</b>		<b><u>\$80,980.91</u></b>	<b><u>\$1,075.00</u></b>	<b><u>\$79,905.91</u></b>		

**SUMMARY**

Total Fund 31 Bookstore Fund	113,413.82
Total Fund 71 Associated Students Fund	7,226.93
Total Fund 72 Representation Fee Trust Fund	1,000.00
Total Fund 76 Community Education Fund	13,521.56
Total Fund 79 Diversified Trust Fund	68,778.25
Total Fund 81 Diversified Agency Fund	79,905.91
<b>Grand Total:</b>	<b><u><u>\$283,846.47</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 11/01/2013 To 11/30/2013  
Board Meeting on 01/13/2014**

**BACKGROUND**

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

**ANALYSIS**

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

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
1000	ACADEMIC SALARIES		20,311
2000	CLASSIFIED SALARIES	40,324	
3000	EMPLOYEE BENEFITS	22,535	
4000	SUPPLIES & MATERIALS		4,149
5000	OTHER OPERATING EXP & SERVICES	19,329	
6000	CAPITAL OUTLAY		51,228
7900	RESERVE FOR CONTINGENCIES		6,500
<b>Total Transfer Fund 11</b>		<b>\$82,188</b>	<b>\$82,188</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
1000	ACADEMIC SALARIES	8,155	
2000	CLASSIFIED SALARIES		37,434
3000	EMPLOYEE BENEFITS	2,218	
4000	SUPPLIES & MATERIALS		76,523
5000	OTHER OPERATING EXP & SERVICES	111,077	
6000	CAPITAL OUTLAY		14,052
7000	OTHER OUTGO	59	
7900	RESERVE FOR CONTINGENCIES	6,500	
<b>Total Transfer Fund 12</b>		<b>\$128,009</b>	<b>\$128,009</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
2000	CLASSIFIED SALARIES		105,271
3000	EMPLOYEE BENEFITS		53,634
4000	SUPPLIES & MATERIALS		3,348
5000	OTHER OPERATING EXP & SERVICES		80,620
6000	CAPITAL OUTLAY		78,918
7900	RESERVE FOR CONTINGENCIES	321,791	
<b>Total Transfer Fund 13</b>		<b>\$321,791</b>	<b>\$321,791</b>
<b><u>Fund 33: Child Development Fund</u></b>			
1000	ACADEMIC SALARIES		6,971
2000	CLASSIFIED SALARIES	11,254	
4000	SUPPLIES & MATERIALS	3,757	
5000	OTHER OPERATING EXP & SERVICES	3,157	
6000	CAPITAL OUTLAY		11,197
<b>Total Transfer Fund 33</b>		<b>\$18,168</b>	<b>\$18,168</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
5000	OTHER OPERATING EXP & SERVICES		35,000
6000	CAPITAL OUTLAY	5,000	
7900	RESERVE FOR CONTINGENCIES	30,000	
<b>Total Transfer Fund 41</b>		<b>\$35,000</b>	<b>\$35,000</b>
<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 11/01/2013 To 11/30/2013  
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<b>BUDGET INCREASES AND DECREASES</b>	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
8800 LOCAL REVENUES	39,458	
5000 OTHER OPERATING EXP & SERVICES		39,458
<b>Total Transfer Fund 11</b>	<b>\$39,458</b>	<b>\$39,458</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
8100 FEDERAL REVENUES	(11,222)	
8600 STATE REVENUES	2,042,102	
8800 LOCAL REVENUES	600	
1000 ACADEMIC SALARIES		628,190
2000 CLASSIFIED SALARIES		205,839
3000 EMPLOYEE BENEFITS		115,863
4000 SUPPLIES & MATERIALS		73,627
5000 OTHER OPERATING EXP & SERVICES		997,856
6000 CAPITAL OUTLAY		10,480
7000 OTHER OUTGO		(375)
<b>Total Transfer Fund 12</b>	<b>\$2,031,480</b>	<b>\$2,031,480</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
8800 LOCAL REVENUES	95,019	
2000 CLASSIFIED SALARIES		57,797
3000 EMPLOYEE BENEFITS		37,222
<b>Total Transfer Fund 13</b>	<b>\$95,019</b>	<b>\$95,019</b>
<b><u>Fund 33: Child Development Fund</u></b>		
8600 STATE REVENUES	100,000	
5000 OTHER OPERATING EXP & SERVICES		100,000
<b>Total Transfer Fund 33</b>	<b>\$100,000</b>	<b>\$100,000</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>		
8100 FEDERAL REVENUES	146,762	
8600 STATE REVENUES	10,270	
7000 OTHER OUTGO		157,032
<b>Total Transfer Fund 74</b>	<b>\$157,032</b>	<b>\$157,032</b>

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

**RECOMMENDATION**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT- ATTACHMENT**

From 11/01/2013 To 11/30/2013

Board Meeting on 01/13/2014

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

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
<b>B012712</b>	<b>11/19/13</b>		
2000	CLASSIFIED SALARIES	45,417	
3000	EMPLOYEE BENEFITS	16,470	
4000	SUPPLIES & MATERIALS		10,877
6000	CAPITAL OUTLAY		51,010
	<b>Total Reference B012712</b>	<b>\$61,887</b>	<b>\$61,887</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SAC SCE move personnel FD		
<b>B012714</b>	<b>11/20/13</b>		
5000	OTHER OPERATING EXP & SERVICES	6,500	
7900	RESERVE FOR CONTINGENCIES		6,500
	<b>Total Reference B012714</b>	<b>\$6,500</b>	<b>\$6,500</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Delete Tmobile cellular towers		
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B012736</b>	<b>11/21/13</b>		
4000	SUPPLIES & MATERIALS		70,000
5000	OTHER OPERATING EXP & SERVICES	70,000	
	<b>Total Reference B012736</b>	<b>\$70,000</b>	<b>\$70,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP2602 YEP Fac Mini Grants III		
<b>B012764</b>	<b>11/25/13</b>		
5000	OTHER OPERATING EXP & SERVICES		5,000
7900	RESERVE FOR CONTINGENCIES	5,000	
	<b>Total Reference B012764</b>	<b>\$5,000</b>	<b>\$5,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP3610 Safety SCC red curb		
<b>B012770</b>	<b>11/26/13</b>		
5000	OTHER OPERATING EXP & SERVICES		1,500
7900	RESERVE FOR CONTINGENCIES	1,500	
	<b>Total Reference B012770</b>	<b>\$1,500</b>	<b>\$1,500</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP3610 DO S&S Clery conf		
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
<b>B012637</b>	<b>11/04/13</b>		
2000	CLASSIFIED SALARIES		22,900
3000	EMPLOYEE BENEFITS		1,422
7900	RESERVE FOR CONTINGENCIES	24,322	
	<b>Total Reference B012637</b>	<b>\$24,322</b>	<b>\$24,322</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Fund Financial Aid Tech ST		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
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From 11/01/2013 To 11/30/2013

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<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>B012677</b>	<b>11/08/13</b>		
5000	OTHER OPERATING EXP & SERVICES		142,000
7900	RESERVE FOR CONTINGENCIES	142,000	
<b>Total Reference B012677</b>		<b>\$142,000</b>	<b>\$142,000</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Bus Ops/FS Feldhake legal svcs		
<b>B012705</b>	<b>11/19/13</b>		
2000	CLASSIFIED SALARIES		82,371
3000	EMPLOYEE BENEFITS		52,212
5000	OTHER OPERATING EXP & SERVICES		20,886
7900	RESERVE FOR CONTINGENCIES	155,469	
<b>Total Reference B012705</b>		<b>\$155,469</b>	<b>\$155,469</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SCC apprnstshp/PR/cosmetology		
<b>B012767</b>	<b>11/25/13</b>		
4000	SUPPLIES & MATERIALS		3,348
5000	OTHER OPERATING EXP & SERVICES	82,266	
6000	CAPITAL OUTLAY		78,918
<b>Total Reference B012767</b>		<b>\$82,266</b>	<b>\$82,266</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP2354 SAC Non-Cr instr equipt		
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
<b>B012657</b>	<b>11/06/13</b>		
5000	OTHER OPERATING EXP & SERVICES		10,000
6000	CAPITAL OUTLAY		20,000
7900	RESERVE FOR CONTINGENCIES	30,000	
<b>Total Reference B012657</b>		<b>\$30,000</b>	<b>\$30,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Fund building repairs/modifica		
<b>B012668</b>	<b>11/07/13</b>		
5000	OTHER OPERATING EXP & SERVICES		25,000
6000	CAPITAL OUTLAY	25,000	
<b>Total Reference B012668</b>		<b>\$25,000</b>	<b>\$25,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Add'l electricity cost		

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
<b>B012693</b>	<b>11/18/13</b>		
8800	LOCAL REVENUES	32,080	
5000	OTHER OPERATING EXP & SERVICES		32,080
<b>Total Reference B012693</b>		<b>\$32,080</b>	<b>\$32,080</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP3720 SBC student ID fees		

**Fund 12: General Fund Restricted**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT- ATTACHMENT**

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<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B012602</b>	<b>11/01/13</b>		
8100	FEDERAL REVENUES	(31,222)	
1000	ACADEMIC SALARIES		(3,760)
2000	CLASSIFIED SALARIES		(17,812)
3000	EMPLOYEE BENEFITS		(7,029)
5000	OTHER OPERATING EXP & SERVICES		(2,621)
	<b>Total Reference B012602</b>	<b>\$(31,222)</b>	<b>\$(31,222)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP1726 UBMS SCC bdtg reduction		
<b>B012606</b>	<b>11/01/13</b>		
8600	STATE REVENUES	36,726	
5000	OTHER OPERATING EXP & SERVICES		36,726
	<b>Total Reference B012606</b>	<b>\$36,726</b>	<b>\$36,726</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2095 SAC BSI (credit)		
<b>B012607</b>	<b>11/01/13</b>		
8600	STATE REVENUES	110,518	
5000	OTHER OPERATING EXP & SERVICES		110,518
	<b>Total Reference B012607</b>	<b>\$110,518</b>	<b>\$110,518</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2096 SAC BSI (credit)		
<b>B012610</b>	<b>11/01/13</b>		
8600	STATE REVENUES	101,000	
5000	OTHER OPERATING EXP & SERVICES		101,000
	<b>Total Reference B012610</b>	<b>\$101,000</b>	<b>\$101,000</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2093 SAC BSI (non-credt)		
<b>B012612</b>	<b>11/01/13</b>		
8600	STATE REVENUES	90,000	
5000	OTHER OPERATING EXP & SERVICES		90,000
	<b>Total Reference B012612</b>	<b>\$90,000</b>	<b>\$90,000</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2095 SAC BSI (non-credt)		
<b>B012613</b>	<b>11/01/13</b>		
8600	STATE REVENUES	52,000	
5000	OTHER OPERATING EXP & SERVICES		52,000
	<b>Total Reference B012613</b>	<b>\$52,000</b>	<b>\$52,000</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2096 SAC BSI (non-credt)		
<b>B012614</b>	<b>11/01/13</b>		
8600	STATE REVENUES	38,000	
5000	OTHER OPERATING EXP & SERVICES		38,000
	<b>Total Reference B012614</b>	<b>\$38,000</b>	<b>\$38,000</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2097 SAC BSI (non-credt)		



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<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B012616</b>	<b>11/01/13</b>		
8600	STATE REVENUES	110,758	
5000	OTHER OPERATING EXP & SERVICES		110,758
<b>Total Reference B012616</b>		<b>\$110,758</b>	<b>\$110,758</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2093 SCC BSI-adv aprpt		
<b>B012619</b>	<b>11/01/13</b>		
8600	STATE REVENUES	47,000	
5000	OTHER OPERATING EXP & SERVICES		47,000
<b>Total Reference B012619</b>		<b>\$47,000</b>	<b>\$47,000</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2096 SCC BSI-adv aprpt		
<b>B012682</b>	<b>11/13/13</b>		
8600	STATE REVENUES	78,500	
1000	ACADEMIC SALARIES		40,928
2000	CLASSIFIED SALARIES		20,341
3000	EMPLOYEE BENEFITS		4,525
4000	SUPPLIES & MATERIALS		845
5000	OTHER OPERATING EXP & SERVICES		8,687
6000	CAPITAL OUTLAY		3,549
7000	OTHER OUTGO		(375)
<b>Total Reference B012682</b>		<b>\$78,500</b>	<b>\$78,500</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP2211 SAC Enrlmnt Grwth augm		
<b>B012717</b>	<b>11/20/13</b>		
8600	STATE REVENUES	(100,000)	
5000	OTHER OPERATING EXP & SERVICES		(100,000)
<b>Total Reference B012717</b>		<b>\$(100,000)</b>	<b>\$(100,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Separate SB1070 funding from SB1402 for DSN - RHT		
<b>B012718</b>	<b>11/20/13</b>		
8600	STATE REVENUES	100,000	
5000	OTHER OPERATING EXP & SERVICES		100,000
<b>Total Reference B012718</b>		<b>\$100,000</b>	<b>\$100,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Separate SB1070 funding from SB1402 for DSN - RHT		
<b>B012719</b>	<b>11/20/13</b>		
8600	STATE REVENUES	93,846	
5000	OTHER OPERATING EXP & SERVICES		93,846
<b>Total Reference B012719</b>		<b>\$93,846</b>	<b>\$93,846</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Separate SB1402 from SB1070		
<b>B012722</b>	<b>11/20/13</b>		
8600	STATE REVENUES	(93,846)	
2000	CLASSIFIED SALARIES		7,716
3000	EMPLOYEE BENEFITS		(19,516)
5000	OTHER OPERATING EXP & SERVICES		(82,046)
<b>Total Reference B012722</b>		<b>\$(93,846)</b>	<b>\$(93,846)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Separate SB1402 from SB1070		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT- ATTACHMENT**

From 11/01/2013 To 11/30/2013

Board Meeting on 01/13/2014

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B012733</b>	<b>11/21/13</b>		
8600	STATE REVENUES	(90,864)	
2000	CLASSIFIED SALARIES		(10,000)
3000	EMPLOYEE BENEFITS		(10,729)
5000	OTHER OPERATING EXP & SERVICES		(70,135)
<b>Total Reference B012733</b>		<b>\$(90,864)</b>	<b>\$(90,864)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP2303 DSN Global Trade FD		
<b>B012735</b>	<b>11/21/13</b>		
8600	STATE REVENUES	90,864	
5000	OTHER OPERATING EXP & SERVICES		90,864
<b>Total Reference B012735</b>		<b>\$90,864</b>	<b>\$90,864</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2309 DSNGL&L In-Reg Invest		
<b>B012742</b>	<b>11/22/13</b>		
8600	STATE REVENUES	158,843	
1000	ACADEMIC SALARIES		113,868
2000	CLASSIFIED SALARIES		17,408
3000	EMPLOYEE BENEFITS		27,147
5000	OTHER OPERATING EXP & SERVICES		420
<b>Total Reference B012742</b>		<b>\$158,843</b>	<b>\$158,843</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2411-17 SCC SSSP Credit		
<b>B012743</b>	<b>11/22/13</b>		
8600	STATE REVENUES	(30,396)	
2000	CLASSIFIED SALARIES		(21,754)
3000	EMPLOYEE BENEFITS		(8,642)
<b>Total Reference B012743</b>		<b>\$(30,396)</b>	<b>\$(30,396)</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2411-17 SCC SSSP Credit		
<b>B012744</b>	<b>11/22/13</b>		
8600	STATE REVENUES	64,877	
2000	CLASSIFIED SALARIES		46,590
3000	EMPLOYEE BENEFITS		15,207
4000	SUPPLIES & MATERIALS		1,900
5000	OTHER OPERATING EXP & SERVICES		1,180
<b>Total Reference B012744</b>		<b>\$64,877</b>	<b>\$64,877</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2411-17 SCC SSSP Credit		
<b>B012747</b>	<b>11/22/13</b>		
8600	STATE REVENUES	(26,349)	
2000	CLASSIFIED SALARIES		(20,013)
3000	EMPLOYEE BENEFITS		(6,336)
<b>Total Reference B012747</b>		<b>\$(26,349)</b>	<b>\$(26,349)</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2411-17 SAC SSSP Credit		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT- ATTACHMENT**

From 11/01/2013 To 11/30/2013

Board Meeting on 01/13/2014

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B012748</b>	<b>11/22/13</b>		
8600	STATE REVENUES	182,504	
1000	ACADEMIC SALARIES		156,922
2000	CLASSIFIED SALARIES		96
3000	EMPLOYEE BENEFITS		23,086
4000	SUPPLIES & MATERIALS		2,204
5000	OTHER OPERATING EXP & SERVICES		196
<b>Total Reference B012748</b>		<b>\$182,504</b>	<b>\$182,504</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2411-17 SAC SSSP Credit		
<b>B012749</b>	<b>11/22/13</b>		
8600	STATE REVENUES	202,034	
2000	CLASSIFIED SALARIES		1,435
3000	EMPLOYEE BENEFITS		(333)
4000	SUPPLIES & MATERIALS		20,000
5000	OTHER OPERATING EXP & SERVICES		175,932
6000	CAPITAL OUTLAY		5,000
<b>Total Reference B012749</b>		<b>\$202,034</b>	<b>\$202,034</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2411-17 SAC SSSP Credit		
<b>B012750</b>	<b>11/22/13</b>		
8600	STATE REVENUES	125,401	
2000	CLASSIFIED SALARIES		93,024
3000	EMPLOYEE BENEFITS		25,377
5000	OTHER OPERATING EXP & SERVICES		7,000
<b>Total Reference B012750</b>		<b>\$125,401</b>	<b>\$125,401</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2411-17 SAC SSSP Credit		
<b>B012752</b>	<b>11/22/13</b>		
8600	STATE REVENUES	96,447	
1000	ACADEMIC SALARIES		60,060
2000	CLASSIFIED SALARIES		17,882
3000	EMPLOYEE BENEFITS		18,694
5000	OTHER OPERATING EXP & SERVICES		(189)
<b>Total Reference B012752</b>		<b>\$96,447</b>	<b>\$96,447</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2411-17 SAC SSSP Credit		
<b>B012754</b>	<b>11/25/13</b>		
8600	STATE REVENUES	275,616	
1000	ACADEMIC SALARIES		93,751
2000	CLASSIFIED SALARIES		78,255
3000	EMPLOYEE BENEFITS		34,837
4000	SUPPLIES & MATERIALS		47,573
5000	OTHER OPERATING EXP & SERVICES		21,200
<b>Total Reference B012754</b>		<b>\$275,616</b>	<b>\$275,616</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB2490 SAC SSSP Non-Credit		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT- ATTACHMENT**

From 11/01/2013 To 11/30/2013

Board Meeting on 01/13/2014

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B012755</b>	<b>11/25/13</b>		
8600	STATE REVENUES	226,215	
1000	ACADEMIC SALARIES		144,520
3000	EMPLOYEE BENEFITS		18,426
4000	SUPPLIES & MATERIALS		1,169
5000	OTHER OPERATING EXP & SERVICES		60,100
6000	CAPITAL OUTLAY		2,000
<b>Total Reference B012755</b>		<b>\$226,215</b>	<b>\$226,215</b>

**Reason:** New Budget

**Description:** NEWB2490 SCC SSSP Non-Credit

**Fund 13: GF Unrestricted One-Time Funds**

<b>B012641</b>	<b>11/04/13</b>		
8800	LOCAL REVENUES	95,019	
2000	CLASSIFIED SALARIES		57,797
3000	EMPLOYEE BENEFITS		37,222
<b>Total Reference B012641</b>		<b>\$95,019</b>	<b>\$95,019</b>

**Reason:** Adjustment

**Description:** SCC Stu Svcs Devlpmnt Coordi

**Fund 33: Child Development Fund**

<b>B012603</b>	<b>11/01/13</b>		
8600	STATE REVENUES	100,000	
5000	OTHER OPERATING EXP & SERVICES		100,000
<b>Total Reference B012603</b>		<b>\$100,000</b>	<b>\$100,000</b>

**Reason:** New Budget

**Description:** NEWB2117 CDS repair/renov

**Fund 74: Student Financial Aid Fund**

<b>B012634</b>	<b>11/04/13</b>		
8100	FEDERAL REVENUES	146,762	
7000	OTHER OUTGO		146,762
<b>Total Reference B012634</b>		<b>\$146,762</b>	<b>\$146,762</b>

**Reason:** Special Project Adjustment

**Description:** Increase budg for PELL PY SAC

**RECOMMENDATION**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS  
From 11/01/2013 To 11/30/2013  
Board Meeting on 1/13/2014**

**BACKGROUND**

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

**ANALYSIS**

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

**INTERFUND TRANSFERS**

<u>Date</u>	<u>JE#</u>	<u>Description</u>	<u>Amount</u>
11/06/13	J026029	Record budgeted interfund transfers from General Fund 13 to Capital Outlay Fund 41	1,500,000.00

**RECOMMENDATION**

It is recommended the Board approve the intrafund and interfund transfers as presented.

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

To: Board of Trustees	Date: January 13, 2014
Re: Approval of Contract for Independent Audit Services	
Action: Request for Approval	

**BACKGROUND**

Education Code §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.” Board Policy 6400 states that the Board “shall cause a Request for Proposal (RFP) of auditing services to be issued for the recruitment of an independent auditor every three (3) years, or more frequently if the Board deems it necessary”. Title 5 of the California Code of Regulations §59102 states that “Arrangements for annual audits for any fiscal year as required by §84040 of the Education Code shall be made final no later than May 1 proceeding that fiscal year.”

**ANALYSIS**

In February, 2012, the Board approved the contract with Vavrinek, Trine, Day & Co., LLP to assist the District with independent auditing services. This firm has provided audit services for fiscal years 2011-12 and 2012-13 and the District recommends contracting for fiscal year 2013-14 including the audits of the District, the Rancho Santiago Community College District Foundation, Santa Ana College Foundation, Santiago Canyon College Foundation, Measure E Bond Financial & Performance audits and Measure Q Bond Financial & Performance audits if necessary.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve contracting with Vavrinek, Trine, Day & Co., LLP for auditing services for the 2013-14 fiscal year audits and authorize the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on the District’s behalf as presented.

Fiscal Impact: \$127,300	Board Date: January 13, 2014
Prepared by: Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

To: Board of Trustees	Date: January 13, 2014
Re: Approval of Nonresident Fees for 2014-15	
Action: Request for Approval	

**BACKGROUND**

Education Code §76140 requires the Board of Trustees to establish the tuition fee for nonresidents prior to February 1 each year. The District is also authorized under Education Code §76141, amended by Assembly Bill No. 947 approved on October 11, 2009, to charge any nonresident student an amount not to exceed the amount that was expended by the District for capital outlay costs in the preceding fiscal year. Any fee charged for capital outlay cannot exceed 50% of the non-resident tuition fee established by the District and the funds must be expended for capital outlay purposes. Education Code §76142 allows districts to charge a processing fee (application fee) to nonresident students who are both citizens and residents of a foreign country an amount not to exceed the actual cost of processing an application and other documentation required by the federal government (the campuses currently charge \$25) or \$100 whichever is less. These fees are in addition to other student enrollment fees charged to resident students.

**ANALYSIS**

Using total 2012/13 District expenditures for education and applying the allowed two-year inflation factor of 3.1% results in a calculated cost of \$182 per unit. The regulations regarding nonresident tuition fee calculations allow districts to charge its calculated per-unit rate or one of the following per-unit rates:

		<b><u>2013-2014</u></b>	<b><u>2014-2015</u></b>
<b>1</b>	The statewide average cost	\$190	\$193
<b>2</b>	The District's computed cost of education (credit-only)	\$204	\$204
<b>3</b>	The District's computed cost of education	\$179	\$182
<b>4</b>	Up to the level charged by any contiguous district	\$190	\$193
<b>5</b>	The highest statewide average cost of the succeeding year, the current year, or prior four years	\$190	\$193
<b>6</b>	Up to the preceding fiscal year average rate of 12 comparable states based on cost of living	\$368	\$388

The District's current calculated cost or maximum rate for capital outlay purposes is \$37 per unit based on 2012/13 actual capital outlay costs. For 2013-2014 the District charged \$190 per unit for nonresident tuition and \$24 per unit for capital outlay, for a total of \$214. For 2014-2015, the District is proposing to charge the statewide average cost of \$193 per unit for nonresident tuition and a capital outlay fee of \$27, for a total of \$220. This represents a total increase of \$6 per unit, or 2.8%. In addition, the campuses propose that the application fee remain unchanged at the current rate of \$25. Various exemptions to these fees are provided in the law under Education Code §68130.5 and §76140 et seq.

## **RECOMMENDATION**

It is recommended that the Board of Trustees establish the nonresident tuition fee at \$193 per unit, the capital outlay fee at \$27 per unit, and the application fee at \$25 for 2014-2015 as presented.

Fiscal Impact:	Estimated \$1.6 million in Fee Revenues	Board Date: January 13, 2014
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, 4<sup>TH</sup> FLOOR  
SACRAMENTO, CA 95811-6549  
(916) 445-8752

<http://www.cccco.edu>



## Memorandum

December 16, 2013

Fiscal Services Memo 13-10  
Via E-mail Only

**TO:** Chief Business Officers  
Chief Instructional Officers

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

**SUBJECT:** 2014-15 Nonresident Fees need to be established by February 1, 2014

**SYNOPSIS:** Education Code (EC) Section 76140 requires each district governing board to establish the nonresident tuition fee not later than February 1 for the succeeding fiscal year.

**Nonresident Tuition Fee.** For determining your district's 2014-15 nonresident tuition fee, the 2012-13 statewide average expense of education was **\$5612** per full time equivalent student (FTES). The projected increase in the U.S. Consumer Price Index (USCPI) as determined by the Department of Finance is 1.2% for the 2013-14 fiscal year and 1.9% for 2014-15, for a compound factor of 1.031 against the 2012-13 statewide average expense of education (\$5,612) yields an Average cost of **\$5,786** per FTES for the tuition year, or **\$193** per semester unit for a 30 unit semester term academic year. For districts on the quarter system, the 45 unit quarter term academic year results in **\$129** per quarter term unit.

**Nonresident Tuition Fee Options.** EC 76140(e) enumerates seven options for a district to choose in setting its nonresident tuition fee. These options are reflected in the enclosed worksheet as the "basis for adoption." Options 1-3 are generally well understood, but for Option 4 ("*No more than contiguous district*") and Option 5 ("*No more than district, no less than statewide cost*"), please keep in mind the following specifics:

**Option 4 'No more than contiguous district'.** A review of the legislative history when this option was adopted confirms that this amount **must be within** the:

- **Fee** (not **cost**) adopted by a contiguous district (**Maximum** amount for Option #4);

**AND**

- **Cost** of the lesser of (1) your district's average **cost** **OR** (2) the statewide average **cost** (Minimum amount for Option #4).

**Option 5 'No more than district, no less than statewide cost'**. The **maximum amount** for this option is the district average cost, and the **minimum amount** for this option is the statewide average cost. **Only** an amount **between** these maximum and minimum amounts is allowed under this option.

**Option 6 'Highest Years Statewide Average Tuition'**. (EC 76140(e)(1)(B)). Use the greater of the succeeding year, the current year or any of the four prior year's statewide average nonresident tuition fee calculation, which is **\$193 per semester unit** or **\$129 per quarter unit** from **2012-2013**.

**Option 7 'No more than 12 Comparable States Average Tuition'**. (EC 76140(e)(1)(E)). No greater than the 2012-13 average nonresident tuition fee of public community colleges in a minimum of 12 states comparable to California in cost of living. This average is calculated to be **\$388 per semester unit** or **\$259 per quarter unit**.

**Nonresident Capital Outlay Fee.** Pursuant to EC Section 76141 a district **may** also charge to any nonresident student a capital outlay fee. The amount of the nonresident capital outlay fee has to be the lesser of:

- the amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students of the district in the preceding fiscal year; **OR**
- 50% of the 2013-14 nonresident tuition fee adopted pursuant to EC 76140.

**Processing Fee for Students from Foreign Countries.** Pursuant to EC 76142 a district **may** charge each nonresident applicant a processing fee not to exceed the lesser of (1) the actual cost of processing an application and other documentation required by the federal government **OR** (2) \$100, which may be deducted from the tuition fee at the time of enrollment.

**Exemptions to these fees.** Various exemptions to these fees are provided in the law. Please click on the following web links to EC Sections 76140-76143 and a related legal opinion to learn more about these exemptions:

<http://Ed Code Non-Res>

<http://AB540 and Non-Res Capital Outlay Fee>

**Tuition Fee Worksheet.** A worksheet for computing the nonresident tuition and capital outlay fees is enclosed. The comparable information for all districts used to derive the statewide average expense of education per FTES for 2012-13 is also enclosed for your reference.

**ACTION/DATE REQUESTED:** Please complete and return by **February 14, 2014** a copy of the enclosed worksheet and provide information on the 2014-15 nonresident tuition and capital outlay fees adopted by your district governing board by February 2014.

**CONTACT:** If you have any questions or comments regarding this memorandum, please contact Mike Yarber at (916) 327-6818; or [myarber@cccco.edu](mailto:myarber@cccco.edu). The office fax number is (916) 323-3057.

# California Community Colleges

## 2014-15 NONRESIDENT FEES WORKSHEET

### NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

2014-15 NONRESIDENT TUITION FEE (EC 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
<b>A. Expense of Education for Base Year</b> (2012-13 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	<u>\$6,447,535,542</u>	<u>\$151,445,233</u>	<u>\$131,395,500</u>
<b>B. Annual Attendance FTES</b> (Recal 2012-13)	<u>1,148,862</u>	<u>28,617.18</u>	<u>22,166.78</u>
<b>C. Average Expense of Education per FTES</b> (A ÷ B)	<u>\$5,612</u>	<u>\$5,292</u>	<u>\$5,928</u>
<b>D. U.S. Consumer Price Index Factor</b> (2 years)	x <u>1.031</u>	x <u>1.031</u>	x <u>1.031</u>
<b>E. Average Cost per FTES for Tuition Year</b> (C x D)	<u>\$5,786</u>	<u>\$5,456</u>	<u>\$6,111</u>
<b>F. Average Per Unit Nonresident Cost – Semester (Qtr)</b>	<u>\$193 (\$129)</u>	<u>\$182.00</u>	<u>\$204.00</u>
<b>G. Highest year Statewide average – Semester (Qtr)</b>	<u>\$193 (\$129)</u>	\$ _____	\$ _____
<b>H. Comparable 12 state average – Semester (Qtr)</b>	<u>\$388 (\$259)</u>	\$ _____	\$ _____

**Annual Attendance FTES** includes all student contact hours of attendance in credit and noncredit courses for resident students, nonresident students and apprentices; however apprentice hours are divided by 525 to compute an FTES equivalent. Round tuition fee to the nearest dollar.

**Column 3** is an option for use by a district with ten percent or more noncredit FTES (*Section 76140(e)(1)(A)*). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

### NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

**Option 6.** The greater amount of the calculations of statewide nonresident tuition for 2010-11 through 2014-15 is \$193 per semester unit or \$129 per quarter unit (2012-13).

**Option 7.** The average of the nonresident tuition fees of public community colleges in 2012-13 of no less than 12 states comparable to California in cost of living is \$388 per semester unit or \$259 per quarter unit.

**Requirement for Use of Option 6 or 7:** The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*). Districts meeting one or more criteria below shall be considered in compliance with the requirements of *EC 76140(e)(2)*. Please check all that apply:

- Revenue from nonresident tuition was less than 5% of total general fund revenue.
- Actual resident FTES was greater than funded resident FTES.
- Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).
- Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3).

*Continue to next page ►*

► Continued from previous page

The district governing board at its January 13, 2014 meeting adopted a **nonresident tuition fee** of \$ \_\_\_\_\_ per semester unit or \$ \_\_\_\_\_ per quarter unit.

Basis for adoption is (*place an X in one box only*).

- 1. Statewide average cost, per column 1.
- 2. District average cost, per column 2.
- 3. District average cost with 10% or more noncredit FTES, per column 3.
- 4. Contiguous district. \_\_\_\_\_ . (*Specify district and its fee*).
- 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.
- 6. Statewide average cost, from 2012-13 (\$193 per semester unit; \$129 per quarter unit).
- 7. No more than average tuition of 12 states with cost of living comparable to California.

**NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)**

For districts electing to charge a **capital outlay fee** to **any** nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2012-13 \$31,410,071
  - b. FTES for 2012-13 28,617.18
  - c. Capital outlay expense per FTES (*line a divided by line b*) \$1,098
  - d. Capital Outlay Fee per unit:
    - 1. Per semester unit (*line c divided by 30 units*) \$37
- OR**
- 2. Per quarter unit (*line c divided by 45 units*) \_\_\_\_\_
- e. 2014-15 Nonresident Student Capital Outlay Fee (not to exceed *the lesser of line d OR 50% of adopted 2013-14 Nonresident Tuition Fee*) \_\_\_\_\_

The district governing board at its January 13, 2014 meeting adopted a **nonresident capital outlay fee** of \$ \_\_\_\_\_ per semester unit or \$ \_\_\_\_\_ per quarter unit.

**Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2014, please submit a copy of this report by February 14, 2014 to:**

**California Community Colleges Chancellor's Office  
Fiscal Services Unit  
1102 Q Street, 4<sup>th</sup> Floor  
Sacramento, CA 95811-6549 FAX (916) 323-3057**

**District:** Rancho Santiago Community College District

**Contact Person:** Adam O'Connor, Assistant Vice Chancellor, Fiscal Services

**Phone Number:** 714-480-7320 E: OConnor\_Adam@rscdd.edu

**CALIFORNIA COMMUNITY COLLEGES**

2014-15 Nonresident Tuition Fee

Based on 2012-13 Actual Expense of Education from CCFS-311

<b>District Code</b>	<b>District</b>	<b>2012-13 Expense of Education*</b>	<b>2012-13 Total FTES**</b>	<b>2012-13 Expense Per FTES</b>
610	Allan Hancock	48,357,657	9,451.77	5,116.25
620	Antelope Valley Joint	60,131,670	10,736.00	5,600.94
910	Barstow	13,649,947	2,524.64	5,406.69
110	Butte-Glenn	73,006,924	11,137.48	6,555.07
410	Cabrillo	63,192,602	11,129.94	5,677.71
810	Cerritos	85,717,916	16,364.99	5,237.88
480	Chabot-Las Positas	95,780,823	16,584.25	5,775.41
920	Chaffey	78,209,734	12,497.15	6,258.21
820	Citrus	58,858,407	11,124.33	5,290.96
830	Coast	171,959,254	31,420.95	5,472.76
710	Compton	29,322,936	6,085.80	4,818.25
310	Contra Costa	162,241,054	29,581.89	5,484.47
970	Copper Mountain	11,731,875	1,664.49	7,048.33
930	Desert	42,854,926	7,491.96	5,720.12
720	El Camino	105,382,505	19,122.59	5,510.89
120	Feather River	13,123,203	1,741.89	7,533.89
420	Foothill-DeAnza (quarter system)	185,072,443	32,124.20	5,761.15
440	Gavilan	32,103,692	5,174.50	6,204.21
730	Glendale	83,410,910	15,594.86	5,348.62
20	Grossmont-Cuyamaca	101,056,331	17,780.45	5,683.56
450	Hartnell	37,265,562	6,805.66	5,475.67
30	Imperial	38,980,061	6,098.41	6,391.84
520	Kern	99,688,804	18,765.17	5,312.44
220	Lake Tahoe (quarter system)	12,387,598	1,510.68	8,200.01
130	Lassen	12,277,326	1,651.73	7,433.01
840	Long Beach	101,866,229	20,134.83	5,059.20
740	Los Angeles	563,389,164	101,073.33	5,574.06
230	Los Rios	287,506,193	51,050.47	5,631.80
330	Marin	47,261,998	4,816.55	9,812.42
140	Mendocino-Lake	22,089,791	3,157.06	6,996.95
530	Merced	55,183,661	9,374.62	5,886.50
50	Mira Costa	81,558,061	11,241.64	7,255.00
460	Monterey Peninsula	35,010,173	7,040.97	4,972.35
850	Mt. San Antonio	143,518,535	29,356.98	4,888.74
940	Mt. San Jacinto	50,929,571	10,169.62	5,008.01
240	Napa Valley	33,855,508	5,467.74	6,191.87

District Code	District	2012-13 Expense of Education*	2012-13 Total FTES**	2012-13 Expense Per FTES
860	North Orange County	167,275,390	33,127.90	5,049.38
430	Ohlone	46,173,496	8,337.32	5,538.17
950	Palo Verde	11,985,230	1,612.95	7,430.63
60	Palomar	110,752,724	19,052.14	5,813.14
770	Pasadena	119,895,822	22,937.09	5,227.16
340	Peralta	122,153,404	19,469.05	6,274.24
870	Rancho Santiago	151,445,233	28,617.18	5,292.11
160	Redwoods	29,673,385	4,565.69	6,499.21
880	Rio Hondo	68,122,891	12,705.22	5,361.80
960	Riverside	147,581,041	25,631.06	5,757.90
980	San Bernardino	72,606,766	13,438.64	5,402.84
70	San Diego	217,449,400	40,323.53	5,392.62
360	San Francisco	202,185,002	34,971.67	5,781.39
550	San Joaquin Delta	82,341,384	15,825.98	5,202.92
470	San Jose-Evergreen	83,005,580	13,764.20	6,030.54
640	San Luis Obispo County	48,518,479	8,115.23	5,978.69
370	San Mateo County	126,354,350	20,092.54	6,288.62
650	Santa Barbara	94,481,028	16,837.24	5,611.43
660	Santa Clarita	71,024,946	14,339.51	4,953.09
780	Santa Monica	144,996,316	25,314.46	5,727.81
560	Sequoias	50,429,529	8,712.60	5,788.11
170	Shasta-Tehama-Trinity	39,106,023	7,414.03	5,274.60
270	Sierra Jt.	74,517,245	14,942.90	4,986.80
180	Siskiyou Jt.	16,861,585	2,625.56	6,422.09
280	Solano	46,579,735	7,054.91	6,602.46
260	Sonoma	102,309,929	18,870.07	5,421.81
890	South Orange County	150,242,731	29,192.35	5,146.65
90	Southwestern	83,870,529	14,929.84	5,617.64
570	State Center	146,997,221	26,380.60	5,572.17
680	Ventura	135,695,879	25,386.38	5,345.22
990	Victor Valley	48,570,983	9,496.55	5,114.59
580	West Hills	38,096,343	5,157.70	7,386.30
690	West Kern	21,193,210	2,604.99	8,135.62
490	West Valley	86,565,605	16,024.82	5,401.97
590	Yosemite	103,917,995	16,315.56	6,369.26
290	Yuba	46,626,089	7,625.77	6,114.28
<b>Totals</b>		<b>\$6,447,535,542</b>	<b>1,148,862.82</b>	<b>\$5,612</b>

\* "Expense of Education" is defined in the Budget and Accounting Manual as including all General Fund expenditures, restricted and unrestricted, for all objects of expenditure 1000 through 5000 and all expenditures of activity from 0100 through 6700. For the purposes of calculating the Nonresident Tuition Fee, Expense of Education is different than the 50% Law "current expense of education".

\*\* Includes FTES for resident, nonresident, credit, noncredit and apprenticeship.

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

To:	Board of Trustees	Date: January 13, 2014
Re:	Approval of Agreement with Pezeshki Engineering, Inc. for Districtwide LED Lighting Upgrade	
Action:	Request for Approval	

**BACKGROUND:**

On November 6, 2012, Proposition 39 was passed that will provide energy efficiency project funds for California K-12 and community college for a period of five years. Proposition 39 project approval process required energy audits which include current electrical load calculations and utility costs compared with savings from retrofits. Projects that could immediately be competitive for these funds include LED (light-emitting diode) lighting retrofits. An interior energy audit for all campus buildings at Santiago Canyon College, Santa Ana College and District Office was performed and completed. Rancho Santiago Community College District has been awarded Proposition 39 funds in addition to possible energy rebates through the California Community Colleges Investor Owned Utilities (CCC/IOU) program. Pezeshki Engineering, Inc. provided the original lighting energy audit report necessary for compliance to the program and at this time additional documentation is required to prepare the documentation for the replacement of interior fluorescent lamps with LED technology at the Santa Ana and Santiago Canyon Colleges and District Office along with the replacement of exterior parking lot lighting at the Santa Ana College Campus.

**ANALYSIS:**

This contract is to cover additional engineering services to prepare the documentation, in accordance with Proposition 39 program guidelines, needed to improve the energy performance and maintenance as well as retrofit implementation cost associated with interior and exterior lighting systems at each site through the use of CCC/IOU and Proposition 39 program. The services covered by this agreement shall commence on January 14, 2014 and shall be completed by June 30, 2014. The contract is a not to exceed fee of \$71,000 which includes \$1,000 for reimbursables.

This project is funded by Prop 39 and Capital Outlay.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Pezeshki Engineering, Inc. for engineering services for the Districtwide LED Lighting Upgrade as presented.

Fiscal Impact:	\$70,000 + \$1,000 reimbursables	Board Date: January 13, 2014
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	

# Board Agreement Summary

**Board Date: 1/13/14**

**Project: District Wide LED Lighting Upgrade** **Site: District Wide**

**Consultant: Pezeshki Engineering, Inc.**

**Type of Service: Consulting Services**

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Contract Amount		\$ 70,000.00	\$ 1,000.00	1/14/2014	7/30/2014
<b>Total Agreement Amount</b>		<b>\$ 71,000.00</b>			
		<i>(Not to exceed)</i>			

## **DESCRIPTION:**

This contract is to cover additional engineering services requested by the CCC/IOU program to prepare the documentation needed to improve the energy performance and maintenance as well as retrofit implementation cost associated with interior and exterior lighting systems

**Total Proposed Amount:** \$ **71,000.00**

**Contract End Date:** **7/30/2014**



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

To:	Board of Trustees	Date: January 13, 2014
Re:	Approval of Amendment to Agreement with Koury Engineering and Testing, Inc. for Geotechnical, Materials Testing and Special Inspections Services for the Perimeter Site Improvements Project at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On January 14, 2013, the District entered into an agreement with Koury Engineering and Testing, Inc. for materials testing and special inspections services during the construction phase for the Perimeter Site Improvements project at Santa Ana College.

**ANALYSIS:**

The project required additional testing and inspection of construction materials including concrete, steel and welding in order to complete the Perimeter Site Improvements project at Santa Ana College. This amendment is to cover the added work for testing and inspection during the final stages of construction and is a not to exceed fee of \$10,205.75. Services covered include Perimeter Site Improvements project close out and DSA certification of project.

This project is funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Amendment to Agreement with Koury Engineering and Testing, Inc. to add additional fees for Perimeter Site Improvements project at Santa Ana College as presented.

Fiscal Impact:	\$10,205.75	Board Date: January 13, 2014
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	

# Board Agreement Summary

**Board Date: 1/13/14**

**Project: Perimeter Site Improvements**

**Site: Santa Ana College**

**Consultant: Koury Engineering and Testing, Inc.**

**Type of Service: Geotechnical, Materials Testing and Special Inspections Services**

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$ 210,000.00	\$ -	1/14/2013	
Amendment	1	\$ 10,205.75	\$ -		2/28/2014
<b>Total Agreement Amount</b>		<b>\$ 220,205.75</b>			
		<i>(Not to exceed)</i>			

**DESCRIPTION:**

Additional Geotechnical, Materials Testing and Special Inspections Services needed for the Perimeter Site Improvements project at Santa Ana College

**Total Proposed Amount:** \$ 10,205.75

**Contract End Date:** 2/28/2014

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

To:	Board of Trustees	Date: January 13, 2014
Re:	Approval of Amendment to Agreement with Geo-Advantec, Inc. for Soil Inspection and Testing Services for the Perimeter Site Improvements Project at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On December 10, 2012, the District entered into an agreement with Geo-Advantec, Inc. for soil inspection and soils testing services during construction of the Perimeter Site Improvements project at Santa Ana College.

**ANALYSIS:**

Due to additional soil inspection and testing, extended services are needed for the Perimeter Site Improvements project at Santa Ana College. Services include soils analysis, site observation and document administration for the final phase of project. This amendment is to cover the added work for soils testing and field inspection of construction and is a not to exceed fee of \$21,880. Services covered include Perimeter Site Improvements project close out and DSA certification.

This project is funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Amendment to Agreement with Geo-Advantec, Inc. to add additional fees for Perimeter Site Improvements project at Santa Ana College as presented.

Fiscal Impact:	\$21,880	Board Date: January 13, 2014
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	

# Board Agreement Summary

**Board Date: 1/13/14**

**Project: Perimeter Site Improvements**

**Site: Santa Ana College**

**Consultant: Geo-Advantech Inc.**

**Type of Service: Soil Inspection and Testing Services**

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$ 105,000.00	\$ -	12/10/2012	
Amendment	1	\$ 21,880.00	\$ -		2/28/2014
<b>Total Agreement Amount</b>		<b>\$ 126,880.00</b>			
		<i>(Not to exceed)</i>			

## **DESCRIPTION:**

Additional Soil Inspection and Testing Services needed for the Perimeter Site Improvements project at Santa Ana College

**Total Proposed Amount:** \$ 21,880.00

**Contract End Date:** 2/28/2014

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

To:	Board of Trustees	Date: January 13, 2014
Re:	Approval of Notice of Completion: Bid #1197 - Contract with Haitbrink Asphalt Paving, Inc. for Paving for the Resurfacing of Parking Lots 6 and 8 at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

The District issued a contract with Haitbrink Asphalt Paving, Inc. to complete the paving for the Resurfacing of Parking Lots 6 and 8 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 completed on October 11, 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 \$468,001.03.

This project was funded by Capital Outlay, Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion with Haitbrink Asphalt Paving, Inc. for Paving for the Resurfacing of Parking Lots 6 and 8 at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: January 13, 2014
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. 17<sup>th</sup> Santa Ana, California, caused improvements to be made to the property to with: Bid No. 1197 – Paving for Resurfacing of Parking Lots 6 and 8, the contract for the doing of which was heretofore entered into on the 17<sup>th</sup> day of June, 2013, which contract was made with Haitbrink Asphalt Paving Inc. PO# 14-P0027558, as contractor; that said improvements were completed on the 11<sup>th</sup> day of October, 2013, and accepted by formal action of the governing Board of said District on the 13<sup>th</sup> day of January, 2014; 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 Developers Surety and Indemnity Company.

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: January 13, 2014
Re:	Adoption of Resolution No. 14-01 – Change Order #10 for Bid #1134 - Contract with Tropical Plaza Nursery, Inc. for 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:**

In order to comply with mitigation measure outlined in the Storm Water Pollution Prevention Plan additional mulch had to be added to landscaped areas.

Resolution No. 14-01 and Change Order #10 as outlined, increases the contract by \$6,048.58. The revised contract amount is \$487,006.73. 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 24.93% 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. 14-01, Tropical Plaza Nursery, Inc. for Bid #1134, Landscaping for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$6,048.58	Board Date: January 13, 2014
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.** 14-01

**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”) to provide labor & material to add mulch to landscape areas for Strom Water Pollution Prevention Plan, 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 \$6,048.58 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 13<sup>th</sup> of January, 2014, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

I, Jose Solorio, 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, Claudia C. Alvarez, 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 13<sup>th</sup> of January, 2014, 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 13th day of January, 2014

\_\_\_\_\_  
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***

<b>CHANGE ORDER</b>	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
		D.S.A. No. 04-110212	
Contractor: Tropical Plaza Nursery, Inc.	Change Order No. 10		
Architect: LPA Inc	Date: November 13, 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	\$91,135.15	
This Change Order	\$6,048.58	
Total Change Orders		\$97,183.73
Revised Contract Amount		\$487,006.73
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 29, 2011
RSCCD Board Approval Date		January 13, 2014

\_\_\_\_\_  
Architect Authorized Signature Date

\_\_\_\_\_  
Contractor Name Authorized Signature Date

\_\_\_\_\_  
Construction Manager - Seville CS Authorized Signature Date

\_\_\_\_\_  
District Inspector Authorized Signature Date

\_\_\_\_\_  
Director - District Construction and Support Services Date

Carri Matsumoto  
\_\_\_\_\_  
Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor, Business Operations/Fiscal Services Date

# CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1134	P.O. # 12-P0019622
Contractor: Tropical Plaza Nursery, Inc.		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 10	
		Date: November 13, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide labor &amp; material to add mulch to landscape areas for Storm Water Pollution Prevention Plan Notice of Termination.</p> <p><u>REASON:</u> This needed to be done to meet the requirements of the Storm Water Pollution Prevention Plan.</p> <p><u>REQUESTOR:</u> SWPPP Inspector</p>	\$0.00	\$6,048.58
Sub-Total		\$0.00	\$6,048.58
Total			\$6,048.58

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

To:	Board of Trustees	Date: January 13, 2014
Re:	Approval of Notice of Completion: Bid #1151 - Contract with Southern California Grading for Grading for the Chapman Entry and Learning Resource Center Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

The District issued a contract with Southern California Grading to complete the grading for the Chapman Entry and Learning Resource Center parking lot at Santiago Canyon 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 completed on May 6, 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 \$221,888.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion with Southern California Grading for Grading for the Chapman Entry and Learning Resource Center Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: January 13, 2014
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 Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: Bid No. 1151 – Grading for the Chapman Entry and Learning Resource Center Parking Lot, the contract for the doing of which was heretofore entered into on the 22<sup>nd</sup> day of March, 2010, which contract was made with Southern California Grading PO# 10-P0014381, as contractor; that said improvements were completed on the 6<sup>th</sup> day of May, 2013, and accepted by formal action of the governing Board of said District on the 13<sup>th</sup> day of January, 2014; 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 Hartford Fire Insurance.

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: January 13, 2014
Re:	Approval of Notice of Completion: Bid #1196 - Contract with Marina Landscape, Inc. for Storm Water Pollution Prevention Plan Maintenance for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

The District issued a contract with Marina Landscape, Inc. to complete the Storm Water Pollution Prevention Plan Maintenance for the Humanities Building at Santiago Canyon 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 completed on July 7, 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 \$140,946.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion with Marina Landscape, Inc. for Storm Water Pollution Prevention Plan Maintenance for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: January 13, 2014
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 Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: Bid No. 1196 – Storm Water Pollution Prevention Plan Maintenance for the Humanities Building, the contract for the doing of which was heretofore entered into on the 18<sup>th</sup> day of September, 2012, which contract was made with Marina Landscape, Inc. PO# 12-0024312 as contractor; that said improvements were completed on the 7<sup>th</sup> day of July, 2013, and accepted by formal action of the governing Board of said District on the 13<sup>th</sup> day of January, 2014; 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 Berkley Regional Insurance Company.

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: January 13, 2014
Re:	Approval of Notice of Completion: Bid #1213 - Contract with Sylvester Roofing Company Inc. for the Re-Roofing of Building "D" at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

The District issued a contract with Sylvester Roofing Company Inc. to complete the re-roofing of the Building "D" project at Santiago Canyon 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 completed on November 25, 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 \$364,900.

This project is funded by Capital Outlay, Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion with Sylvester Roofing Company Inc. for the Re-Roofing of Building "D" at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: January 13, 2014
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 Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: Bid No. 1213 – Roofing for Building “D” Reroofing Project, the contract for the doing of which was heretofore entered into on the 17<sup>th</sup> day of June, 2013, which contract was made Sylvester Roofing Co., Inc. PO# 14-P0028282, as contractor; that said improvements were completed on the 25<sup>th</sup> day of November, 2013, and accepted by formal action of the governing Board of said District on the 13<sup>th</sup> day of January, 2014; 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 Developers Surety and Indemnity Company.

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: January 13, 2014
Re:	Approval of Waiver and Release Agreement with Great American Insurance Company and Tidwell Concrete Construction, Inc. for Concrete for the Humanities Building; Athletics and Aquatics Complex; Santiago Canyon Entry & Parking Lot; Chapman Entry and Roadway; Loop Road Extension Projects at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On April 21, 2010, the Board of Trustees awarded a contract to Tidwell Concrete Construction, Inc. for Bid #1136, concrete for the Humanities Building; Athletics and Aquatics Complex; Santiago Canyon Entry & Parking Lot; Chapman Entry and Roadway; Loop Road Extension Projects at Santiago Canyon College.

**ANALYSIS:**

On February 11, 2011, Tidwell Concrete Construction, Inc. ceased their business operations and effectively abandoned the Santiago Canyon College projects listed. Due to the default and abandonment on the contract, the surety, Great American Insurance Company, hired a completion contractor to finish and take over the work. Consequently, on February 8, 2013, the District informed the surety of additional costs associated with the takeover work. The District was able to retain a release and wavier agreement at the recommendation of our legal counsel, Hugh Lee, as attached to seek further payment from the surety.

With this agreement, Great American Insurance Company agrees to pay Rancho Santiago Canyon Community College District for the "Resolved Claims" in the total amount of \$204,788. Staff is hereby presenting the agreement to the Board for approval.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the waiver and release agreement with, Great American Insurance Company and Tidwell Concrete Construction, Inc. for Concrete for the Humanities Building; Athletics and Aquatics Complex; Santiago Canyon Entry & Parking Lot; Chapman Entry and Roadway; Loop Road Extension Projects at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: January 13, 2014
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	

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into, and is effective as of October 21, 2013 (the “Effective Date”), by and between Rancho Santiago Community College District of Orange County, California (“District”) and Great American Insurance Company (“Surety”). District and Surety may individually be referred to as “Party” and collectively as “Parties.”

### RECITALS

A. On or about April 21, 2010, District awarded a construction contract (“Contract”) to Tidwell Concrete Construction, Inc. (“Former Contractor” or “Tidwell”) for construction of Bid #1136 Concrete for the Humanities Building; Athletics & Aquatics Complex; Santiago Canyon Entry & Parking Lot; Chapman Entry and Roadway; Loop Road Extension Projects at Santiago Canyon College (“Project”).

B. As required by the Contract for the Project, Surety posted performance and payment bonds. The performance bond shall be referred to as “Bond.”

C. On February 11, 2011, Former Contractor ceased their business operations and effectively abandoned the Project.

D. Thereafter, Former Contractor was terminated from the Contract for the Project and District made demand upon Surety to perform under its Bond.

E. On April 11, 2011, Surety tendered a completion contractor to complete the Project pursuant to the Contract and District accepted that tender. The Tender Agreement is incorporated herein by this reference and made a part of this Agreement.

F. On or about February 8, 2013, District, through Counsel, sent a letter to Surety advising of additional costs to complete the Project. This letter references prior letters and communications exchanged by the Parties regarding additional costs to complete the Project.

G. Surety and District have discussed those claims and Surety has agreed pay additional amounts outlined in this Agreement.

H. Subject to the terms and conditions of this Agreement, the Parties wish to resolve their dispute on the terms set forth herein.

## TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual and dependent covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and subject to the conditions hereinafter set forth, the Parties hereby stipulate and agree, as follows:

1. The recitals above are incorporated herein by this reference.
2. This Agreement is entered into solely for purposes of compromise, and each Party hereto hereby expressly acknowledges and agrees that the Parties hereto have not admitted, and by execution and performance of this Agreement, do not admit, and in fact expressly deny, any liability or obligation to any other Party hereto.
3. PAYMENT: Surety agrees to pay Two Hundred Four Thousand Seven Hundred Eighty-Eight and 00/100 (\$204,788.00) contemporaneous with District signing of this Agreement. The analysis of the \$204,788 comes from the following which shall be collectively referred to as "Resolved Claims":
  - 3.1 Humanities project
    - 3.1.1 \$46,588, Blazing Industrial Steel, Inc. for re-fabricated base plates due to Tidwell misplacing anchor bolts
    - 3.1.2 \$76,200, the amount Jeff Jubera agreed to pay for the Industrial Masonry Inc. charge which totaled \$92,007.00 (the charged amount exceeds the agreed amount of \$76,200)
  - 3.2 Athletics and Aquatics project
    - 3.2.1 \$82,000, Surety had agreed to a not to exceed amount for Industrial masonry Inc. to pour retaining walls.
  - 3.3 These agreed to amounts total \$204,788. The Parties agree that by this payment, Surety is fully released from any and all claims related to the Resolved Claims as more fully described in paragraph 4 below.
  - 3.4 As to claims (not including the Resolved Claims which are released by this Agreement) related to or arising from the Project, the Parties agree to reserve their respective rights including any rights, remedies, or defenses thereto. However, Surety expressly denies any and all claim(s), whatsoever, the District may have or may make claim to have with regard to the Contract or Bond, and the District disagrees with this position and reserves its rights to claim additional costs or claims against the Surety.

4. RELEASE:

4.1 Except for the obligations contained in or created by this Agreement, and for the issues and amounts listed in paragraph 3 above, the Parties hereby release and forever discharge each other, as well as, to the extent applicable, their respective successors, predecessors, representatives, officers, directors, governing board, shareholders, partners, excess insurers, agents, assigns, employees, attorneys, and any parent, subsidiary or affiliate entities, past, present, or future, from any and all rights, claims, demands, losses, debts, damages, obligations, costs (including attorneys' fees), liabilities, right of action, causes of action, bond claims, suits, liens, stop notice, expenses, compensation, indemnities, responsibilities, or damage of every kind and nature, whether in law or in equity, or known or unknown, or suspected or unsuspected, which the Parties to this Agreement ever had or now have or make claim to have against each other of any type, nature or description, arising out of, relating to or in any way connected with the Resolved Claims.

4.2 It is the intention of the Parties to this Agreement, and each of them, that this Agreement shall be effective as a full and final release of each and every claim, obligation, and matter included within the Resolved Claims released herein. In furtherance of this intention, the Parties to this Agreement, and each of them, hereby expressly waive, as applied to the Resolved Claims, the provisions of California Civil Code Section 1542 which provides that:

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 Parties to this Agreement, and each of them, acknowledge, warrant, and represent that they are familiar with Section 1542 of the California Civil Code and that the effective import of that provision has been fully explained to them by their attorneys, and specifically waive and relinquish any right or benefit which they may have under California Civil Code Section 1542 to the full extent they may lawfully waive such right or benefit. In connection with such waiver and relinquishment, each of the Parties to this Agreement acknowledge that they fully understand that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the Resolved Claims that are the subject matter of this Agreement, but that it is their intention hereby to fully, finally, and forever release the Resolved Claims released herein, known or unknown, suspected or unsuspected, which now exist, may exist in the future and heretofore have existed, and that in furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release of the Resolved Claims released herein, notwithstanding the discovery or existence of any such additional or different facts.

4.3 Nothing in this Agreement shall be construed as a waiver or release of the payment bond posted by the Surety on behalf of Tidwell for the Project, which shall remain in full force and effect subject to any defenses or other rights of the Surety under the payment bond or the Contract.

5. NO ADMISSIONS: The Parties hereto expressly recognize that the terms and conditions of this Agreement constitute a compromise and settlement of disputed matters and an accord and satisfaction of contested matters. No provision of this Agreement shall be construed to be an admission of liability or of any wrongdoing by any of the Parties.

6. PRESERVATION OF RIGHTS AGAINST THIRD PARTIES: Except as expressly set forth herein, this Agreement and the releases contained herein are not intended to and shall not be construed so as to deprive the Parties of any rights or to release any rights which the Parties may have against any person not specifically released under this Agreement.

7. REPRESENTATIONS: The Parties hereto represent:

7.1 Each is the sole and lawful owner of all right, title and interest in and to all items released by it herein, and that it has not heretofore assigned or transferred, or purported to assign or to transfer to any other person, corporation, partnership, joint venture, or any other entity, any claim or right or any portion of any claim released or right assigned herein.

7.2 The Parties acknowledge that they have been represented by independent legal counsel of their own choice throughout all the negotiations which preceded the execution of this Agreement and that each has considered the advice of such independent legal counsel with respect to both the claims and disputes released herein or assigned herein and the legal effect of this Agreement.

7.3 The Parties represent and warrant that the person or persons signing this Agreement on their behalf respectively has full authority to execute the same on behalf of such Party, that all actions taken are within the scope of such authority, that all necessary corporate, board, or legal actions to duly approve the making and enforcement of this Agreement have been taken and no further action is required, and that the making of this Agreement does not violate any provision of law or of their respective articles of incorporation or by-laws or any law applicable to the conduct of their business or person.

7.4 The execution and consummation of this Agreement will not violate or be in conflict with any law, statute, rule, or regulation applicable to any Parties.

7.5 No Party has made any statement or representation or promise, other than as set forth herein, to any other Party in entering into this Agreement which has been relied upon in entering into or executing this Agreement; any representation,

warranty, promise, or condition whether written or oral, not specifically incorporated herein shall not be binding upon any of the Parties hereto; and all Parties acknowledge that in entering into this Agreement, they have not relied upon any representations, promises or conditions not specifically set forth herein.

7.6 All Parties have cooperated in the drafting and preparation of this Agreement and in any interpretation to be made of this Agreement, the terms and provisions shall not be construed against any such Party. The Parties waive the provisions of California Civil Code Section 1654.

7.7 Each Party hereto states that this Agreement is executed voluntarily and with full knowledge of its significance and legal effect.

7.8 The warranties and representations set forth in this Agreement shall survive and shall continue following the execution and delivery hereof.

8. FURTHER COOPERATION: The Parties hereto each agree to execute any and all further agreements, documents or other instruments (with acknowledgment, if necessary, for recording purposes) as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement.

9. ATTORNEYS' FEES: In any action to enforce or interpret this Agreement, or in which this Agreement is raised as defense, the prevailing Party shall be entitled to recover its costs and expenses including experts' fees in connection with such action or litigation, including reasonable attorneys' fees. The provisions of this section shall apply with equal force to any appeal.

10. GOVERNING LAW: This Agreement is made and entered into in the State of California and shall in all respects be enforced and governed by and under the laws of California without regard to its conflict of law rules.

11. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, and other provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

12. ENTIRE AGREEMENT: This Agreement, together with its attachments, if any, and the documents incorporated herein, constitute the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties with respect to such subject matter. This Agreement shall not be changed, modified, or amended except by a written instrument specifying an intention to amend such Agreement and signed by the Party against whom the enforcement of any waiver, change, modification, extension or discharge is sought.



13. COUNTERPARTS: This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, provided, however, that this Agreement shall not be binding or effective until the attorneys for the respective Parties have delivered to the other counterpart signature pages executed by their respective clients. The Parties further agree that original signatures to this Agreement transmitted by electronic mail in pdf format shall be treated as original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Rancho Santiago Community College  
District of Orange County, California

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Great American Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

To:	Board of Trustees	Date: January 13, 2014
Re:	Approval of Agreement with Ellucian, Inc., for Student Planning Software, Training & Consulting and Software Support Services	
Action:	Request for Approval	

**BACKGROUND**

In 2005, the District purchased an Enterprise Resource Planning (ERP) solution called Colleague from Ellucian Inc. (formerly known as Datatel, Inc.), which comprised of software, licensing, software maintenance and support, customization and implementation. On October 14<sup>th</sup>, 2013, Board of Trustees approved Sole Source for Ellucian, Inc. for additional Ellucian products, services, and maintenance.

**ANALYSIS**

In 2012, Ellucian released a new software module called Student Planning, which assists students in developing, modifying, and completing their education plan. This module integrates with the Degree Audit software module which was included in the original purchase.

Both colleges have not fully implemented Degree Audit, therefore Information Technology Services (ITS) recommends purchasing the Student Planning module, training for the colleges' counseling staff on Degree Audit, and consulting services to integrate Degree Audit with the Student Planning module. This integration is a required component of the larger Student Success & Support Program that we are legally mandated to have in place, per the State Chancellor's Office. Once completed these modules will allow students to electronically choose their academic program and allow them to build a course completion pattern tailored towards graduation.

The Student Planning software costs \$40,250 and the annual maintenance is \$21,250 annually, which will be funded by ITS operations budget. The cost of training and consulting will be \$46,500 plus an additional \$12,000 for expenses, which will be funded by the colleges' Student Success Grant. Anticipated implementation is Spring of 2015.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Agreement with Ellucian, Inc., for Student Planning Software, Training & Consulting and Software Support Services.

Fiscal Impact:	\$123,000	Board Date: January 13, 2014
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	



ATTACHMENT A-120513-R30  
PERPETUAL TERM SOFTWARE

Rancho Santiago Community College District and Ellucian Inc. (formerly named Datatel, Inc. and hereinafter referred to as "Ellucian") agree on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, that subject to the Ellucian General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Ellucian will license to Rancho Santiago Community College District and Rancho Santiago Community College District will accept license of the following software programs/modules and related documentation (the "Software").

Perpetual Term Software	
Description	Price
Student Planning	\$85,000
<b>Subtotal</b>	<b>\$85,000</b>
<b>Rancho Santiago Community College District Degree Audit Credit</b>	<b>(\$26,750)</b>
<b>Rancho Santiago Community College District WebAdvisor e-Advising Credit</b>	<b>(\$18,000)</b>
<b>Total Software</b>	<b>\$40,250</b>

Software License Fee DUE ON CONTRACT EXECUTION.....\$40,250  
Sales Tax is additional and is to be remitted as applicable to each payment . Please submit a copy of your tax exempt certificate if applicable.

Ellucian Inc.

Rancho Santiago Community College District

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: Joan B. Haynes  
Printed

Name: \_\_\_\_\_  
Printed

Title: Director of Contracts Administration

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



ATTACHMENT C-120513-R30  
EXTENDED SERVICES

Rancho Santiago Community College District and Ellucian Inc. (formerly named Datatel, Inc. and hereinafter referred to as "Ellucian") agree on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ that subject to the Ellucian General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Ellucian will provide services (the "Services") to Rancho Santiago Community College District and Rancho Santiago Community College District will purchase stated Services during a period of twelve (12) consecutive months (the "Term").

Summary of Proposed Estimated Professional Services			
Service Description	Onsite Application Training Hours @ \$312.50/hr	Consulting Hours @ \$250/hr	Estimated Retail Fee
<b>STUDENT SYSTEM:</b>			
Degree Audit	24	8	\$9,500
Student Planning		84	\$21,000
Degree Audit Review Service		64	\$16,000
<b>Total Estimated Professional Services</b>	<b>24</b>	<b>156</b>	<b>\$46,500</b>

**Notes:**

Ellucian staff travel and living expenses are not included in the fee amounts provided in the table above, and will be billed as incurred.

**Basic Assumptions**

- Standard Professional Services policies apply. These can be found at <http://clients.datatel.com/education/education/policies.cfm>.
- Rancho Santiago Community College District's project leader will lead this project at the institution site and will be the main point of contact for Ellucian throughout the implementation.
- The Ellucian Project Manager will serve as Rancho Santiago Community College District's primary point of contact at Ellucian.
- Ellucian's proposed level of effort for this project is based on the information provided as of the execution of this Attachment. If items found through the Discovery phase vary, any changes or additions to the scope of the mutually agreed upon Services will be managed through the Ellucian Project Manager and Rancho Santiago Community College District's contact.
- Rancho Santiago Community College District will provide Ellucian with the level of cooperation and assistance such that Ellucian is able to render the Services and complete the project as described in this Attachment including, but not limited to, the assignments by the Rancho Santiago Community College District of appropriate key staff to assist with the project. Rancho Santiago Community College District's assigned staff will be expected to participate in certain agreed upon training and consulting sessions, and

to provide such other support and assistance as are described in this Attachment and/or project plan, and as reasonably requested by Ellucian.

- All work associated with this project will be developed for latest Colleague and Envision Releases.
- The delivery method of each service is assumed to be remote unless explicitly stated as onsite. If Rancho Santiago Community College District wishes to have additional Services performed onsite, they will be responsible for all costs associated to travel as well as additional services fees.

#### **Basic Client Responsibilities**

- Rancho Santiago Community College District will provide Ellucian consultants with access to appropriate software and functionality in compliance with the institution's security and access policies.
- Rancho Santiago Community College District is required to provide Ellucian access to their servers via Securelink.
- Rancho Santiago Community College District will identify and provide access to the appropriate staff members to work Ellucian throughout the implementation process.
- Rancho Santiago Community College District staff will attend training/workshops/consulting engagements when scheduled. Recommended attendees (by function/role) will be defined prior to all training dates.
- Rancho Santiago Community College District staff will have completed preparation activities prior to all training/workshops/consulting engagements.
- Rancho Santiago Community College District will identify and provide access actual person/student/faculty/staff records to be used for testing within Rancho Santiago Community College District's Colleague environments on Rancho Santiago Community College District's servers.
- Rancho Santiago Community College District IT staff will create security classes based on information and guidance provided by the Ellucian consultant.
- Rancho Santiago Community College District must have all necessary hardware onsite, maintained, current and operational.
- Rancho Santiago Community College District must have required software installed, other than software to be installed by Ellucian, as specifically scoped herein.
- Rancho Santiago Community College District will ensure that the software release on their system is up-to-date and all patches released by Ellucian have been loaded into the Live and Test environments as specified for installation and operation
- Rancho Santiago Community College District will document processes, decisions and end user training materials.
- Rancho Santiago Community College District will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the Services.
- Rancho Santiago Community College District will test all delivered functionality/configurations/set-up in a mutually agreed upon timeline.

**Service Fees DUE AS DELIVERED** .....\$46,500  
*Sales Tax is additional and is to be remitted as applicable to each payment . Please submit a copy of your tax exempt certificate if applicable.*

**Ellucian Inc.**

**Rancho Santiago Community College District**

**By:** \_\_\_\_\_  
*Authorized Signature*

**By:** \_\_\_\_\_  
*Authorized Signature*

**Name:** Joan B. Haynes  
*Printed*

**Name:** \_\_\_\_\_  
*Printed*

**Title:** Director of Contracts Administration

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



ATTACHMENT D-120513-R30  
ENHANCEMENT AND SUPPORT SERVICES

Rancho Santiago Community College District and Ellucian Inc. (formerly named Datatel, Inc. and hereinafter referred to as "Ellucian") agree on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, that subject to the Ellucian General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Ellucian will provide enhancement and support services (the "Services") to Rancho Santiago Community College District and Rancho Santiago Community College District will purchase stated Services. The annual Renewal Date is July 1<sup>st</sup>. The first year of this Agreement, the maintenance fee shall be prorated from the date of this Agreement.

Description	Price
Student Planning	\$21,250
<b>First Contract Year Fee<sup>(1)</sup></b>	<b>\$21,250</b>

<sup>(1)</sup> The "Partial Year Payment Amount" is the First Contract Year Fee set forth in the Maintenance Table above prorated for the period beginning on the Execution Date and ending on June 30, 2014. The Partial Year Payment Amount is due on the Execution Date. Thereafter improvement fees will be specified by Maintenance Provider in an annual invoice, payable yearly in advance, and will be provided at rates equal to Maintenance Provider's then-current list price rates for the Improvements at Issue.

Maintenance fees for Degree Audit and WebAdvisor e-Advising will discontinue at contract execution. Any prepaid maintenance fees for Degree Audit and WebAdvisor e-Advising will be credited toward Student Planning maintenance fees which will commence at contract execution.

Ellucian Inc.

Rancho Santiago Community College District

By: \_\_\_\_\_  
*Authorized Signature*

By: \_\_\_\_\_  
*Authorized Signature*

Name: Joan B. Haynes  
*Printed*

Name: \_\_\_\_\_  
*Printed*

Title: Director of Contracts Administration

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

To:	Board of Trustees	Date:	January 13, 2014
Re:	Approval of Agreement with InCommon Federation for Digital Certificate Services		
Action:	Request for Approval		

**BACKGROUND**

All public websites require the use of digital security certificates in order to protect the transfer of sensitive information between servers and consumers. Previously, Information Technology Services (ITS) has purchased these digital certificates from the Symantec Corporation.

**ANALYSIS**

ITS requires the purchase of digital certificates to protect a variety of District websites, including www.sac.edu and www.sccollege.edu. Renewal of these certificates has been quoted at a cost of \$41,300 for a three-year term. ITS investigated less expensive solutions and discovered an alternative solution called InCommon. InCommon, a not-for-profit consortium, is comprised of higher education institutions such as California State Universities, University of California Colleges, California Community Colleges, and four-year private institutions. With this membership, InCommon can provide security-based services at a fraction of typical commercial costs.

A 3-year agreement with InCommon to provide digital certificate services will cost \$18,540 and a one-time registration fee of \$700, totaling \$19,240.

	Registration	Membership	Certificate Fee	Total
Year 1	\$700.00	\$1,180.00	\$5,000.00	\$6,880.00
Year 2	\$0.00	\$1,180.00	\$5,000.00	\$6,180.00
Year 3	\$0.00	\$1,180.00	\$5,000.00	\$6,180.00
				\$19,240.00

This project is funded by the ITS operations budget.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the InCommon Participation Agreement and Certificate Service Addendum as presented.

Fiscal Impact:	\$19,240	Board Date:	January 13, 2014
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		



# INCOMMON FEDERATION: PARTICIPATION AGREEMENT

v. 7 January 2013

This agreement ("Agreement") for participation in the InCommon Federation services (the "Federation") is made and entered into by InCommon, LLC ("InCommon") and the Participant, \_\_\_\_\_, (collectively, InCommon and Participant are referred to as "parties"). PARTICIPANT BY EXECUTING THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT PARTICIPANT HAS CAREFULLY READ AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGES THAT PARTICIPANT WILL BE BOUND LEGALLY BY ITS TERMS AND CONDITIONS.

## 1. The InCommon Federation

Internet2 has created InCommon as a service to higher education and research organizations in the U.S. The InCommon Federation is an activity of InCommon and is generally governed by a Steering Committee representing the interests of Participants. The purpose and role of the Federation is set forth in more detail in the Limited Liability Company Agreement ("LLC Agreement") and Federation Operating Practices and Procedures ("FOPP") of the Federation as amended from time to time by the InCommon Steering Committee. InCommon accepts applications from organizations that are potential Participants in the Federation, as defined in the FOPP, and provides the Federation services to Participants ("InCommon Participants") under the terms and conditions of this Agreement.

## 2. Legal Form of InCommon

InCommon, LLC is organized and operated as a Delaware limited liability company (LLC). InCommon's sole member is University Corporation for Advanced Internet Development, Inc. d/b/a Internet2 ("Internet2"), a District of Columbia not-for-profit Corporation. The InCommon Federation is operated in accordance with its LLC Agreement and FOPP. By entering into this Agreement, Participant (i) agrees that its participation in the Federation shall not provide Participant with any right or interest in InCommon or its assets and (ii) acknowledges that it has the opportunity to review the LLC Agreement and FOPP, available on the InCommon website.

## 3. InCommon Participation

With respect to its participation in the InCommon Federation, Participant agrees to abide by policies and standards established by the Federation designed to enable trustworthy shared management of access to on-line resources. Participant may register Identity Management systems and Resource Provider Identifiers as defined in section 7 below.

#### 4. Participant Classes and Fees

- a. *Classes of Participants.* InCommon defines, and may change from time to time, different classes of InCommon Participants. Different classes may receive different services, may have different roles in InCommon activities, and may be liable for different fees and/or dues. Currently defined classes are Higher Education Institutions, Sponsored Partners, and Research Organizations (as defined in the FOPP).

Participant is primarily (check only one):

Higher Education [ ] Sponsored Partner [ ] Research Organization [ ]

- b. *Participant Fees.*

Participant fees are assessed on a one-time or annual basis and are not refundable.

- i. Registration Fee. Each InCommon Participant, including Participant, must pay a registration fee ("Registration Fee"), as defined in the attached InCommon Fee Schedule, to cover initial identification and authentication costs and expenses incurred by InCommon.
- ii. Annual Participation Fee. Each InCommon Participant, including Participant, shall be required to pay annual fees ("Annual Participation Fees"), as defined in the attached InCommon Fee Schedule. Participant acknowledges that the Annual Participation Fees may be modified by the InCommon Steering Committee, as necessary, to support the management and operations of InCommon and to respond to the needs of new applications and services. The Annual Participation Fees shall be annually assessed and payable on or before January 1st of each year, unless either the Participant or InCommon has given written notice of termination of this Agreement at least 90 days prior to the renewal date above or within 30 days from the date of notice of Annual Participation Fees, whichever is later.
- iii. Payment of Fees. All Registration fees must be paid by credit card using the secure web interface provided by InCommon. All Annual Participation fees must be paid by any of several methods outlined on the invoice within 60 days of the issuance date of the invoice.

#### 5. Term

- a. *Term.* This Agreement comes into force on the date of acceptance by each party and remains in force through December 31 of the current calendar year (unless terminated sooner) and from year to year thereafter, January 1 through December 31, unless either InCommon or Participant notifies the other to the

contrary as provided in Section 4.b.ii, 5.b., or 5.c.

- b. *Participant Withdrawal from InCommon Federation.* Participant shall be permitted to withdraw from participation in the Federation at any time by giving written notice to InCommon of its intent to terminate its participation. If Participant withdraws from the Federation under this Section 5b, Participant shall not be entitled to a refund of its Registration or Annual Participation Fees.
- c. *Termination.* This Agreement may be terminated for cause by either party for failure of the other party to comply with or to perform any term, condition, representation or covenant contained in this Agreement and such failure continues for ten (10) business days after written notice from the other party thereof. Furthermore, Participant's participation in the Federation may be terminated with cause at any time by the majority vote of a quorum of the InCommon Steering Committee. If Participant is terminated from the Federation under this Section 5c, Participant shall not be entitled to a refund of its Registration or Annual Participation Fees.

## 6. Participant Responsibilities

Participant covenants and agrees to do the following during the term of this Agreement in addition to any other obligations specified herein:

- a. Employ software in conformance with the document, "InCommon Federation Software Guidelines," available on the InCommon website;
- b. Support as defined, and make use of the identity attributes described in the document "InCommon Federation Attribute Overview" available on the InCommon website;
- c. Provide InCommon with accurate metadata: URL trees associated with resources and appropriate corresponding names for user interfaces;
- d. The terms of any agreement for the access of online resources between or among Participants, including terms and conditions related to technical, intellectual property, and other requirements and policies, shall be agreed to by and among such Participants;
- e. Provide technical and administrative contact information as necessary to facilitate contact by other InCommon Participants, and identify to InCommon certain organizational representatives as outlined in section 18 and keep InCommon apprised of any changes to the individuals assigned to these trusted roles;

- f. **Bear its own costs and expenses in connection with its participation in InCommon, including without limitation compensation of its employees, and all travel and living expenses associated with the Participant's participation in any meetings and conferences;**
- g. **Participant agrees not to participate in the Federation in a manner that violates federal, state or local laws and rules, or in a manner that interferes or could interfere with services provided to others;**
- h. **Participant agrees to make available for distribution to InCommon or any InCommon Participant reliable and trustworthy information about Participant's identity management systems and/or resource management systems by documenting certain specific aspects of its operational and privacy practices in its own Participant Operational Practices ("POP"), a template of which is available on the InCommon website.**

## **7. InCommon Federation Services**

### **a. *System Registrations***

**Any participant – Higher Education, Research Organization, or Sponsored Partner – may register with the Federation any number of Identity Provider systems ("IdPs") allowed per Annual Fee Package (see Fee Schedule) that will offer identity assertions to other InCommon Participants. Such an IdP must abide by this Agreement and the rules and policies of InCommon. Participant agrees to be responsible for the actions of all IdPs registered by Participant.**

**Any participant – Higher Education, Research Organization, or Sponsored Partner – may register with the Federation any number of Service Provider systems ("SPs") allowed per Annual Fee Package that will provide access to on-line resources based at least in part on identity assertions provided by InCommon Participant IdP systems.**

**All Participant's systems (IdPs and SPs) must be under the management control of Participant. Participant may not register third party systems of any type.**

b. *Participant Metadata*

InCommon will use reasonable efforts to provide periodically to Participant composite metadata describing all Higher Education systems and Sponsored Partner systems that have been registered with InCommon. THIS METADATA IS PROVIDED ON A BEST EFFORT BASIS AND IS NOT WARRANTED NOR GUARANTEED TO BE COMPLETE, CORRECT, OR FIT FOR ANY PARTICULAR PURPOSE. PARTICIPANT CONSENTS TO INCOMMON SHARING PARTICIPANT'S METADATA WITH OTHER INCOMMON PARTICIPANTS.

8. Respect for Intellectual Property

Participant agrees, and agrees to advise its end-users as Participant deems appropriate to respect the copyright on any content accessed by virtue of participation in the Federation or through or by other InCommon Participants, in accordance with the terms and conditions established by the InCommon Participant(s) providing access to that content. Participant also agrees and agrees to advise its end-users as Participant deems appropriate to abide by the terms of any copyrights applicable to the use of InCommon software, documents, or other materials developed by the Federation or Federation Participants.

9. Respect for Privacy of Identity Information

Participant agrees to respect the privacy of and any other constraints placed on identity information that it might receive from other InCommon Participants as agreed upon between Participant and the InCommon Participant(s). In particular, Participant understands that it may not permanently store nor share or disclose or use for any purpose other than its intended purpose any identity information that it receives from another InCommon Participant without express written permission of the other InCommon Participant. Participant understands that the storing and sharing of resources is between the Participant and the InCommon Participant(s) and is not the responsibility of InCommon.

InCommon strongly recommends that Resource provider systems may cache temporarily identity attributes/credentials that are supplied by IdMs for operational efficiency or sequential, repeated authentication purposes within a given session or reasonable length episode. InCommon further recommends that any shared attributes/credentials should not be used for any purpose other than the original purpose or intent, and that such attributes/credentials should be destroyed at the end of the session or episode in which they are needed. This temporary storage of credentials shall not be deemed as permanent storage for the purposes of this Agreement.

10. Dispute Resolution Procedures For Participants

In the event of any dispute or disagreement between two or more InCommon Participants ("Disputing Participants") arising out of or pertaining to their participation in the Federation, the parties agree to make every reasonable attempt to resolve the dispute between or among themselves. In the case that such a dispute cannot be so resolved, the Disputing Participants may choose to submit the dispute to the InCommon Steering Committee. If the dispute is between an InCommon Participant and InCommon and arises out of or pertains to the participation in the Federation, or the dispute is between or among InCommon Participants and affects the Federation, the InCommon Participant(s) shall submit the dispute to the InCommon Steering Committee following procedures defined in the FOPP. The InCommon Steering Committee shall resolve the dispute in the best interests of the Federation. Participant agrees that all decisions by the InCommon Steering Committee concerning disputes between InCommon and Participant shall be final, provided that Participant may terminate its participation in the Federation (per section 5b) if it disagrees with a decision of the Steering Committee and shall not be bound by such decision.

#### 11. Disclaimer and Limitation on Liability

- a. ANY SERVICE PROVIDED FOR HEREIN BY INCOMMON, INCOMMON PARTICIPANTS OR ANY OF INCOMMON'S THIRD PARTY SERVICE PROVIDERS IS PROVIDED ON AN AS IS, AS AVAILABLE BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INCOMMON EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY SERVICE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. NO STATEMENT, ORAL OR WRITTEN, GIVEN BY INCOMMON, ANY OF ITS EMPLOYEES, OR ANY OTHER PERSON WILL CREATE A WARRANTY, NOR MAY ANY PARTICIPANT OR OTHER PERSON RELY ON ANY SUCH STATEMENT FOR ANY PURPOSE. FURTHERMORE, NOTWITHSTANDING ANY CONTRARY PROVISION SET FORTH IN THIS AGREEMENT, PARTICIPANT EXPRESSLY AGREES THAT IN NO EVENT SHALL INCOMMON'S ENTIRE LIABILITY FOR ANY LIABILITIES, LOSSES, CLAIMS, JUDGMENTS, DAMAGES (WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHERWISE), EXPENSES OR COSTS (INCLUDING REASONABLE FEES AND EXPENSES OF COUNSEL) ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEPT FOR DIRECT DAMAGES RESULTING SOLELY FROM INCOMMON'S INTENTIONAL AND WILLFUL ACTIONS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE ANNUAL FEE PAID BY THE PARTICIPANT TO INCOMMON UNDER THIS AGREEMENT DURING ANY CONSECUTIVE TWELVE (12) MONTH PERIOD, MULTIPLIED BY A FRACTION THE NUMERATOR OF WHICH IS THE NUMBER OF

**MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM IN SUCH CONSECUTIVE TWELVE (12) MONTH PERIOD AND THE DENOMINATOR OF WHICH IS TWELVE (12).**

- b. InCommon, its third party services providers, and InCommon Participants reserve the right to interrupt, suspend or reduce the provision of any service to Participant, or any other person, including the Participant's end users, when such action is necessary in InCommon's sole judgment. InCommon will endeavor where reasonably possible, but does not promise, to provide advance notice to Participant of any such interruption, suspension, or reduction. As soon as possible following the interruption, suspension, or reduction InCommon will contact the Participant and any participants in an attempt to resolve any problems and restore service. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, INCOMMON, INCOMMON PARTICIPANTS, AND INCOMMON THIRD PARTY SERVICE PROVIDERS OR THEIR DESIGNEES SHALL NOT BE LIABLE TO PARTICIPANT OR OTHER PERSON FOR ANY ERROR IN TRANSMISSION OR LACK THEREOF OR FOR ANY INTERRUPTION OR TERMINATION OF PARTICIPATION, EITHER PARTIAL OR TOTAL, EITHER INTENTIONAL OR ACCIDENTAL (INCLUDING ANY ERROR, INTERRUPTION OR TERMINATION DUE TO THE DELIBERATE MISCONDUCT OR NEGLIGENCE OF ANY PERSON), WHETHER OR NOT PRIOR NOTICE OF ANY SUCH INTERRUPTION OR TERMINATION HAS BEEN GIVEN.**
- c. InCommon shall not be liable to Participant (or its end-users) for claims or damages caused in whole or part by (i) the fault or negligence of InCommon Participants or by the failure of InCommon Participants to perform their responsibilities; (ii) third party claims against InCommon Participants, except to the extent that such claims arise solely from the intentional and willful actions of InCommon; or (iii) any act or omission of any other party furnishing products or services to InCommon or InCommon Participants. Furthermore, InCommon shall not be liable, either in contract, in tort or otherwise, for unauthorized access to Participant's transmission facilities, its equipment, or unauthorized access to or alteration, delay, theft or destruction of Participant's (or its end users') data files, programs, procedures or other information, except for direct damages arising solely from the intentional and willful actions of InCommon.**
- d. Participant is and shall be solely responsible for any or all use of any service or resource obtained as a result of participating in the Federation, including but not limited to audio, video, text, data or other communications originating or transmitted from any site owned or operated by Participant, including any third party content or materials, routed to, passed through and/or stored on or otherwise transmitted or routed to any other InCommon Participant or user**

("Participant Content"). InCommon does not intend to review the Participant Content, and Participant assumes all responsibility for use of such Participant Content. Participant shall make no claim against InCommon regarding said Participant Content. The Steering Committee of InCommon or its designees, is responsible for the governing policies of the federation, its purposes and uses, and Participant agrees to be bound by its official, approved policies with regard to federation participation.

- e. Participant acknowledges that InCommon does not conduct its own review or due diligence concerning the qualifications of prospective participants in the Federation, but instead relies on the promises made by InCommon Participants that they will observe and abide by all operating, intellectual property, and other requirements imposed by InCommon or InCommon Participants in connection with their participation in the Federation.

## 12. Insurance

Participant covenants and agrees to obtain and maintain in force, at its own expense, throughout the term of this Agreement, commercial general liability insurance coverage with a combined single limit of not less than \$3,000,000.00 each occurrence or its equivalent, whether such insurance is maintained through self-insurance or through third party insurance, against claims, regardless of when asserted, that may arise out of, or result from, Participant's participation in the Federation.

## 13. Severability and Assignment

If any provision of this Agreement or the application thereof in any circumstances, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision(s) in every other respect and the rest of the provisions of this Agreement shall remain in effect, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereto. This Agreement is not assignable without the express written consent of InCommon.

## 14. Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties hereto, except as provided for in Sections 2, 5.c, 11.a, and 11.b, nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto, any legal or equitable rights hereunder.

## 15. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Delaware, and exclusive venue for any and all disputes under law or jurisprudence hereunder shall lie in the state or federal courts located in the State of Delaware.



## **16. No Joint Venture**

Nothing herein shall be construed as creating a partnership, employment or agency relationship between the Parties or as authorizing any party to act as agent for any other party.

## **17. Modification**

This Agreement may be modified only by written consent of the Parties; provided, however, that InCommon retains the right to amend this Agreement unilaterally to conform to any modifications made by InCommon to its policies if so approved by the InCommon Steering Committee. Any such unilateral changes shall be presented to Participant at least ninety (90) days before they are to take effect, and InCommon will work in good faith with Participant to negotiate and resolve any issues raised by such changes that may be of concern to Participant. Each participant's continued participation in InCommon after the change takes effect will constitute its continuing agreement to this Agreement as so modified. Each participant, including Participant, has the right to terminate this Agreement if it is modified in any way that is not acceptable to the Participant.

## **18. Authorization of Executive**

The following person has been designated as the InCommon Executive for Participant regarding InCommon Participation. This Participant Executive represents Participant regarding all decisions and delegations of authority for the responsibilities of InCommon Participants, including but not limited to payment of invoices, and assigning any person in the trusted Administrator role who submits Certificate Signing Requests, metadata, or Certificate Revocation Requests, and other administrative duties as described herein.

**Participant Executive Contact information**

Name \_\_\_\_\_

Title \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

**19. Billing and Notices**

All notices and other communications hereunder may be delivered to Participant or InCommon by postal mail, email, or facsimile to the following respective addresses, unless or until otherwise notified by the Participant or InCommon in writing to the other party:

**Participant Billing and Notices Contact**

Name \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

**InCommon contact information**  
InCommon, LLC  
c/o Internet2  
1000 Oakbrook Drive, Suite 300  
Ann Arbor, MI 48104

Email address: [admin@incommon.org](mailto:admin@incommon.org)  
Facsimile: 734-913-4255  
Telephone: 734-913-4250

## **20. Entire Agreement**

This Agreement sets forth the entire understanding of the Parties with regard to the subject matter hereof and merges and supersedes all prior communications or discussions, oral or written, with regard thereto, and no changes, modifications or amendments to this Agreement, including terms and conditions contained in a Purchase Order or similar document submitted after the execution of this Agreement, shall be binding unless agreed by all Parties in writing as defined in Section 17 above. Accordingly, in no event shall preprinted terms or conditions found on any Purchase Order or similar document issued by or on behalf of Participant be considered part of, or an amendment or modification to, this Agreement. No party to this Agreement may assign or delegate any rights or interests under this Agreement without each other party's prior written consent.

## **21. Survival of Provisions**

This Section 21 and Sections 8, 11, 12, and 15 shall survive the expiration or termination of this Agreement.

## **22. Execution of this Agreement**

This Agreement becomes effective when signed by an officer of each party empowered to enter into legally binding contracts on behalf of their respective organizations.

## **23. Counterparts; Signatures**

This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by PDF format, facsimile, or by other electronic means shall be considered original for purposes of the Agreement.

Agreed to on behalf of Participant by:

*Signature*

---

*Date*

---

*Print Name*

---

*Title*

---

Accepted on behalf of InCommon by:

*Signature*

---

*Date*

---

*Print Name*

---

*Title*

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## **Attachment: InCommon Federation: Service Fee Schedule**

Each participant in the InCommon Federation pays a one-time registration fee and also an annual fee. **The one-time registration fee covers the costs of vetting your organization, and the identity proofing of your executive and administrator. This fee is paid by credit card when you submit your on-line registration form. Annual fees support the ongoing operations of the federation and are prorated in the first year, based on the quarter in which a participant joins the federation. After this first year, annual fees for all participants are not prorated and are due on January 1.**

**Annual fees include the registration of one identity management system and up to fifty (50) service provider entities. A participant may only register a system over which it has management control. Third-party systems are not permitted as outlined in the participation agreement.**

**The base annual package allows for up to 50 Service Provider IDs, which are registered individually as needed. With the registration of the 51st SP, InCommon will issue an invoice for another package of 50 as part of the next year's annual fee. Higher Education Participants are strongly encouraged to register only one identity management system, though they may register additional systems. InCommon must approve registration of any additional identity systems. Such a case would require an additional fee package as outlined below.**

**InCommon fees recover the costs of providing services to federation participants and are determined and reviewed by the InCommon Steering Committee.**

### **Fee Schedules**

**Fee schedules are available on the InCommon website:  
[www.incommon.org/fees.html](http://www.incommon.org/fees.html)**

# InCommon Fee Structure

Each participant in the InCommon Federation pays a one-time registration fee and also an annual fee. Please note: InCommon fees are separate from Internet2 dues and you do not need to be an Internet2 member to join InCommon.

## Registration Fee

There is a one-time registration fee of \$700 to cover the costs of vetting your organization, as well as the identity proofing of your executive and administrator. This fee is paid by credit card when you submit your online registration form.

## Annual Fee

### Annual Fee - Higher Education

You can see a [complete fees chart](#) based on Carnegie classifications.

InCommon Annual Fees for Higher Education (based on Carnegie Classifications)	Level	Annual Fee
Very High Research	L1	\$3,250
High Research	L2	\$2,700
Doctoral, Large Masters, Medical Schools	L3	\$1,600
<b>All other Carnegie Classifications</b>	<b>L4</b>	<b>\$1,180</b>

# Addendum to the InCommon Federation Participation Agreement InCommon Certificate Service Subscription Terms

v. 3 January 2012

These InCommon Certificate Subscription Terms ("Addendum"), dated \_\_\_\_\_, are entered into between InCommon, LLC, ("InCommon") a membership organization wholly owned and operated by Internet2, and \_\_\_\_\_ ("Subscriber"). This Addendum to the InCommon Federation Participation Agreement signed by InCommon and the Subscriber dated \_\_\_\_\_ (the "Participation Agreement") is subject to and incorporates the terms and conditions set forth in the Participation Agreement. In the event of a conflict between the Addendum and the Participation Agreement, the terms of the Addendum shall prevail; however, silence does not create a conflict.

### Subscriber's Carnegie Classified Campuses, Related Offices, and Organizations

Name of Institution	Carnegie Basic Classification <sup>1</sup>
1. Santa Ana College	VL2: Very large two-year
2. Santiago Canyon College	L2: Large two-year
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
<b>Add more rows if necessary</b>	

Subscriber wishes to be validated by InCommon as defined below and in the InCommon Certification Practice Statement ("CPS"), and to acquire digital certificate(s) to secure online communication, and InCommon wishes to issue such certificates under this Addendum.

Therefore, in consideration of an annual fee (for which the criteria are located at [www.incommon.org/cert](http://www.incommon.org/cert)) of \$5,000.00, which Subscriber commits to pay InCommon for the first year of this Addendum and for two subsequent years (three year total commitment), the parties agree as follows:

**1. Subscription Service.**

- 1.1. **Request.** When applying for a Certificate, Subscriber's Registrar or Delegated Subscriber Registrar shall submit a certificate request in an electronic form specified by InCommon for each ordered certificate ("Certificate Request"). Forms for Certificate Request are available through the InCommon Certificate Manager software accessible through the InCommon website and must be completed electronically.
- 1.2. **Higher Order Certificate Authority.** InCommon is issuing these certificates under the terms of an agreement between InCommon and Comodo CA Limited, under which any certificates issued under this program are further subject to Comodo's operational Certification Practice Statements ("CPS"s) and its higher order CA roots. As such, Comodo retains the right of final authority as to the adequacy of policies and procedures put in place by InCommon in

<sup>1</sup> <http://classifications.carnegiefoundation.org/>

order to ensure that Comodo's interests in maintaining the trusted status of Comodo certificates is not jeopardized. Comodo has reviewed this Subscriber Addendum, and as of the version date above agrees to the terms and conditions herein and to each CPS under which InCommon operates. However, the policies of the browsers and platforms upon which Comodo's roots are trusted or industry practices and standards may change in the future, which may require Comodo to require that InCommon modify its own intermediate CPSs and/or this Addendum and may necessitate that InCommon require the Subscriber to accept modifications to this Addendum in order to continue to use the subscription service. See section 8.2 for details.

- 1.3. **Charge for certificates.** In consideration of payment of the annual fee listed above, InCommon agrees to provide to Subscriber an unlimited number of SSL, code signing, extended validation (EV), and end user certificates during the term of this Addendum.
- 1.4. **Payment.** Subscriber will pay all valid invoices within 60 days after receipt of invoice. Subscriber's invoicing cycle will be aligned to the first day of the month immediately following the effective date of this signed Addendum. InCommon may suspend the ability of Subscriber to issue further certificates for past due accounts until accounts are made current. Initial invoice will be issued immediately upon the signing of this Addendum. Invoices for the second and third years of this Addendum will be issued 30 days prior to anniversary date of this Addendum. Prepayment of all three years of this Addendum is permitted at the Subscriber's option.
- 1.5. **Certificate availability.** SSL certificates will be available for request and issuance as of the effective date of this Addendum subject to the approval processes below. As additional certificate types become available (e.g., code-signing, end-user certificates), their issuance and management will be covered under this Addendum and the relevant CPS. Certificates will be available for issuance subject to a reasonable delay for InCommon's Registration Authority to validate the authority of the Subscriber to request that certificate(s) be issued for the requested domain(s) and to establish and verify the identity(s) and establish login credentials for up to three (3) Registrars per Subscriber. EV certificates will be available subject to Comodo's separate terms and conditions and CPS.
- 1.6. **Certificate validity period.** SSL certificates will be issued, at the Subscriber Registrar's option, for a current validity period of 1 year to 3 years, subject to the CA's governing CPS. Signing and encryption certificates, at the Subscriber's option, for a current validity period of 1 year to 5 years, subject to the CA's governing CPS. Extended Validation certificates will be issued, at the Subscriber Registrar's option, for a current validity period of 1 year to 2 years, subject to Comodo's separate terms and conditions and CPS. Assuming that all other terms and conditions of this Addendum remain current and in force, certificate validity periods are not altered by termination of this Addendum and all services required to enable such certificates to operate properly will remain operable for the duration of the certificate's initially established validity period. Subscriber's conformance to the rules and responsibilities of the governing CPS survive this Addendum until the expiration or revocation of all issued certificates. However, see conditions for revocation in section 3.
- 1.7. **Validation.** InCommon must establish to InCommon's satisfaction sufficient proof of identity in the Subscriber organization and its official agents and may also attempt to validate any information provided in the Subscriber's certificate request form in accordance with each InCommon CPS. If InCommon chooses to accept the Subscriber and its agents, and Subscriber's Certificate Request and can validate the information to InCommon's satisfaction, InCommon shall issue the ordered Certificate(s) to Subscriber. InCommon may reject any Certificate Request and refuse to issue any ordered Certificate in InCommon's sole discretion but will not do so without notifying Subscriber of the reason for InCommon's rejection, and such approval will not be unreasonably withheld. This Addendum applies to multiple future Certificate Requests and any resulting Certificates, regardless of when the Certificate is requested or issued. InCommon may elect to allow certificates to be issued based on validation information provided on previous certificate requests, but may require re-validation at any time in order to meet then current criteria in the relevant CPS.



- 1.8. **Appointment of Registrars.** Subscriber authorizes its Participant Executive Contact listed in section 18 of the Participation Agreement (or its currently authorized replacement on file with InCommon) to be responsible for the notice to InCommon and appointment of Subscriber's Registrars who are authorized to administer the certificate management duties on behalf of Subscriber. Subscriber Registrars may use the certificate manager system (web-based software or API) provided by InCommon to create and destroy additional accounts to appoint Subscriber Delegated Registrars authorized by Subscriber and subject to the processes outlined in the relevant InCommon CPS to request and receive Certificates asserting domains for which the Subscriber has offered sufficient proof of ownership and control. Subscriber accepts full and complete responsibility for the actions of all Subscriber Registrars and Subscriber Delegated Registrars that access the certificate manager system, whether provisioned by InCommon or by its own registrars who delegate administrative capabilities to others.
- 1.9. **Revocation of Appointment.** Subscriber may revoke the authority of its individual Registrars by using the delegation features in the certificate manager system or by sending other notice to InCommon of the revocation. Such revocation is effective upon InCommon's receipt of the notice and subsequent validation of the communication from Subscriber's authorized Executive or Subscriber Registrars.
- 1.10. **TrustLogos.** InCommon grants Subscriber through this Addendum and InCommon's agreement with Comodo a license to display InCommon and Comodo TrustLogos on domain(s) secured by an InCommon-Comodo-rooted Certificate. When revoking a Certificate, InCommon may also revoke any TrustLogos issued to the same site. Subscriber shall not modify a TrustLogo in any manner. Subscriber shall not display or use a TrustLogo 1) to represent that Comodo or InCommon guarantees any non-Comodo products or services, 2) on a site that is misleading or otherwise objectionable to Comodo or InCommon, or found to be defamatory, libelous, disparaging, obscene by a court of competent jurisdiction, or 3) in a way that harms Comodo's or InCommon's rights to its trademarks or harms Comodo's or InCommon's business reputation.
- 1.11. **Subscriber Obligations.** Subscriber shall:
- (i) use the Certificates only for the purposes listed in the InCommon CPS;
  - (ii) use the EV Certificates only for the purposes listed in the Comodo CPS;
  - (iii) review each certificate request and each issued Certificate's information for accuracy and completeness prior to requesting, installing and using the Certificate;
  - (iv) only install an issued Certificate on the servers accessible at the domain name(s) listed in the Certificate and only use an issued Certificate for authorized business of the Subscriber;
  - (v) be responsible for any computer hardware, telecommunications hardware, and software necessary to use the Certificate;
  - (vi) obtain and maintain any authorization or license necessary to use the Certificate;
  - (vii) bind each Relying Party to InCommon's Relying Party Agreement (available in InCommon's Certificate Repository: [www.incommon.org/cert/repository](http://www.incommon.org/cert/repository)) by posting notice to this effect on Subscriber's website;
  - (viii) keep Confidential Information confidential and uncompromised, and immediately inform InCommon and request revocation of any affected Certificates if Subscriber reasonably believes that Confidential Information has been disclosed or compromised;
  - (ix) ensure that all information provided to InCommon is complete and accurate and does not include any information that would be unlawful or otherwise likely to damage the business or reputation of InCommon or Comodo;
  - (x) immediately cease using any InCommon-issued Certificates and associated Private Keys if any of the following occur 1) a relevant Private Key is compromised, 2) a Certificate expires (SSL only) or is revoked;

- (xi) immediately cease issuing InCommon Certificates if this Addendum is terminated or expires;
- (xii) immediately notify InCommon of 1) any breach of these Addendum Terms or 2) any information provided to InCommon that changes, ceases to be accurate, or becomes inconsistent with the warranties made by Subscriber herein; and
- (xiii) comply with all applicable local and international laws when receiving or using a Certificate, including all export laws. Subscriber shall not export or re-export, either directly or indirectly, any Certificate's Private Key to a country or entity under United Kingdom or United States restrictions. SUBSCRIBER ASSUMES ALL LIABILITY FOR ITS VIOLATION OF EXPORT LAWS.

**1.12. Restrictions.** Subscriber shall not:

- (i) impersonate or misrepresent Subscriber's affiliation with any entity;
- (ii) modify, license, or create a derivative work of, or transfer the ownership of any Certificate (except as required to use the Certificate) or Private Key to another legal entity;
- (iii) use any InCommon-signed cert to distribute any files or software that may damage the operation of another's computer;
- (iv) use the Certificates and/or EV Certificates with any on-line control equipment in hazardous environments requiring fail-safe performance where the failure of the Certificates and/or EV Certificates could lead directly to death, personal injury or severe physical or environmental damage;
- (v) use the Certificates and/or EV Certificates to 1) engage in conduct that is illegal, 2) breach any legally enforceable confidence of a third party, 3) infringe on the intellectual property rights of a third party, 4) cause InCommon or Comodo or a third party denial of any service, or disruption, 5) send or receive unsolicited bulk correspondence or 6) create a Private Key that is substantially similar to an InCommon or Comodo or third party's Private Key; or
- (vi) make false representations regarding the Certificates to any third party.

**1.13. Notice of Non-Compliance.** Before InCommon or Comodo acts to restrict Subscriber's rights under this Addendum or to terminate this Addendum for cause, Subscriber will be sent Notice of non-compliance. Subscriber shall be provided a reasonable opportunity to correct any behavior listed above and to bring its systems and/or processes into conformance with this Addendum.

**1.14. Price Protection.** If InCommon lowers the prices it charges Subscribers for this service, the new pricing shall immediately be granted to existing signed agreements, pro-rated to the date of the price change as published on the InCommon website. InCommon will credit the Subscriber's account against fees due for subsequent payments.

**2. Warranties and Representations.** Subscriber warrants that:

- (i) Subscriber has administrative control of the domain name(s) listed in InCommon issued Certificates;
- (ii) it has full power and authority to enter into this Addendum and perform its obligations hereunder;
- (iii) the individual executing this Addendum on behalf of Subscriber is expressly authorized by Subscriber to do so.

**3. Revocation.**

**3.1.** InCommon may revoke a Certificate if InCommon believes that:

- (i) Subscriber requests revocation of the Certificate or did not authorize the Certificate's issuance;
- (ii) Subscriber breaches this Addendum;

- (iii) Confidential Information related to the Certificate is disclosed or compromised;
- (iv) the Certificate is 1) used contrary to law, rule, or regulation or 2) used, directly or indirectly, for illegal or fraudulent purposes;
- (v) information in the Certificate is inaccurate or misleading,
- (vi) Subscriber loses administrative control over a domain name listed in the Certificate;
- (vii) the Certificate was not issued or used in accordance with InCommon's CPS;
- (viii) InCommon 1) ceases operations or 2) is no longer allowed to issue the Certificate, and no other certificate authority has agreed to provide revocation support for the Certificate;
- (ix) Subscriber is added as a denied party or prohibited person to a government blacklist, or is operating from a prohibited destination under the laws of InCommon's or Comodo's jurisdiction of operation;
- (x) the Certificate was issued to publishers of malicious software;
- (xi) the CPS authorizes revocation of the Certificate;
- (xii) the Certificate, if not revoked, will compromise the trust status of InCommon or Comodo.

**3.2. In addition, Subscriber understands that Comodo may revoke the InCommon intermediary certificates if**

- (i) InCommon is in breach of its agreement;
- (ii) InCommon acquires and deploys an alternate Authority Certificate or chooses to release from escrow its intermediary certificate private keys;
- (iii) InCommon fails to meet any changes to the requirements of its CPS as obligated by any changes to industry standards such as Web Trust audit requirements
- (iv) Comodo has reasonable grounds to believe the Intermediary Certificate has been compromised; or
- (v) if InCommon's license to use the Intermediary Certificate has been revoked or terminated under this Addendum and InCommon continues to use the Intermediary Certificate.

**4. Intellectual Property Rights.**

**4.1. Comodo IP Rights. InCommon issues Certificates under the terms and conditions of an agreement with Comodo. Comodo retains, and Subscriber shall not obtain or claim, all title, interest, and ownership rights in:**

- (i) the services and products provided by Comodo, including issued Certificates,
- (ii) all copies or derivative works of Comodo's services and products, regardless of who produced, requested, or suggested the copy or derivative work,
- (iii) documentation, software, and other supporting materials provided by Comodo, and
- (iv) Comodo's copyrights, patent rights, trademarks, trade secret rights and other proprietary rights.

**4.2. Trademarks. Subscriber shall not use a Comodo trademark without Comodo's consent. Subscriber and InCommon agree not to use each other's trademarks without the other's consent. Notwithstanding the above, Comodo and InCommon consent to use of trademarks to display issued TrustLogos.**

**5. Term and Termination.**

**5.1. Term. Unless otherwise terminated as provided herein, this Addendum is effective upon the effective date and shall continue for a period of three (3) years ("Addendum Term"). If Subscriber or InCommon chooses to terminate its InCommon Participation as defined in the Participation Agreement, this Subscriber Addendum will continue to remain effective over the current Addendum Term along with any necessary provisions in the Participation Agreement. Subscriber will not be able to renew its subscription in InCommon certificate services unless**

Subscriber is an active InCommon Participant. Specific terms and conditions in this Addendum that cover appropriate use of Certificates already issued shall remain effective for as long as a Certificate remains valid even if they extend beyond the Addendum Term.

- 5.2. **Renewal.** This Addendum will automatically renew for successive, additional three-year terms (each a "renewal term"), except and/or until as set forth in the remainder of this paragraph. This Addendum will terminate at the end of the initial three-year term or the then-current renewal term (the "then-current three-year term"), as the case may be, if either party gives the other party written notice of termination of this Addendum at least 90 days prior to the expiration of the then-current three-year term or within 60 days from the due date of the first invoice for the then-upcoming renewal term, whichever is later. In addition, if Subscriber does not pay to InCommon the full amount owed for the first invoice for the then-upcoming renewal term within 60 days from the due date of the invoice, this Addendum shall also terminate and shall not renew.

For each renewal term, the then-current fee schedule as then published on the InCommon website will apply to determine the amount of the annual and other payments that must be made by Subscriber to InCommon each year during such renewal term. For each renewal term, payment of the first invoice for such renewal term shall be deemed to confirm Subscriber's acceptance of the renewal of this Addendum for such renewal term at the then-current annual fees and other charges.

- 5.3. **Cessation of Services.** InCommon shall notify Subscriber if it elects to discontinue operation of the Certificate Service no later than ninety (90) days prior to such discontinuation. Comodo may cease InCommon's operations immediately for: material breach of contract, violation of its duties or license, failing to follow its CPS, or files for bankruptcy, or if Comodo is no longer allowed to issue certificates due to law, regulation, or changes in industry standards.

- 5.4. **Termination.** Over and above InCommon's or Subscriber's right to terminate InCommon Participation as set forth in the Participation Agreement, InCommon may immediately terminate this Addendum without notice in the event that

- (i) Subscriber materially breaches this Addendum,
- (ii) InCommon, after reasonable attempts to resolve any issues, cannot satisfactorily validate Subscriber in accordance with section 1.7, or
- (iii) if modifications to this Addendum are required as specified under section 8.2 and Subscriber is unable or unwilling to agree to such modifications.
- (iv) If Subscriber is located in a state or municipality that requires any multi-year agreement to contain terms for cancellation in the event that expected funds are not allocated or made available to Subscriber, this Addendum shall allow for such termination in the event that Subscriber notifies InCommon within 30 days notice of such a non-funding event.

- 5.5. **Events Upon Termination.** Upon termination under the terms of Section 5.4 (i and iv). Subscriber shall pay any amounts still owed and invoiced and InCommon may revoke and Subscriber will cease using all Certificates issued under this Addendum. InCommon is not obligated to refund any payment made by Subscriber for cause or voluntary termination or due to unavailability of expected funding.

Upon termination under Section 5.4 (iii) and assuming all previously issued invoices are paid and accounts current, certificates issued prior to termination will remain valid for the remainder of their validity period under the conditions described in section 1.6, but no new certificates may be requested or issued.

InCommon will, under Section 5.3 or 5.4 (ii), pro-rate a refund of fees paid based on date of termination, the amount already paid toward Subscriber's three-year commitment, and the number of days remaining in the period of this addendum.

## 6. Disclaimers and Limitation of Liability.

- 6.1. **Exclusions of Warranties.** Section 11 of the Participation Agreement shall extend and inure to the benefit of Comodo as a third party beneficiary to this Addendum. The limitations of warranties, liability and damages shall apply to the maximum extent permitted by law regardless of: (i) the reason for or nature of the liability, including tort claims, (ii) the number of any claims, (iii) the extent or nature of the damages, and (iv) whether any other provisions of this Addendum have been breached or proven ineffective.

## 7. Remedy

- 7.1. **Injunctive Relief.** Subscriber acknowledges that its breach of this Addendum will result in irreparable harm to InCommon and Comodo that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other legal remedies that may be available, InCommon and/or Comodo may seek an injunctive order against a breach or threatened breach of the Addendum.
- 7.2. **Limitation on Actions.** Except for actions and claims related to a party's confidentiality obligations, all claims and actions arising from this Addendum must be brought within one year from the date when the cause of action occurred.
- 7.3. **Remedy.** Subscriber's sole remedy for a defect in a Certificate is to have InCommon and/or Comodo use reasonable efforts to correct the defect. Neither InCommon nor Comodo are obligated to correct a defect if (i) the Certificate was misused, damaged, or modified, (ii) Subscriber did not promptly report the defect to InCommon, or (iii) Subscriber breached any provision of this Addendum.

## 8. Miscellaneous

- 8.1. **Entire Agreement.** This Addendum, along with the Participation Agreement, is the entire agreement between the parties, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of the Addendum.
- 8.2. **Modifications.** If the policies of the browsers and platforms upon which Comodo's roots are trusted or industry standards change such that it becomes necessary for Comodo to require that InCommon amend this Subscriber Addendum, then InCommon will provide Subscriber with no less than seven (7) days notice of the change. Amendments are effective 7 days after InCommon has notified the Subscriber and are effective with respect to any certificates issued after the date of any such amendments. This Addendum may be modified under the provisions as defined in the Participation Agreement, "Modification" section. If within 7 days of receiving any modification notice from InCommon, Subscriber elects not to accept the revised Addendum, this Addendum shall terminate on the date InCommon receives Subscriber's notice.
- 8.3. **Waiver.** A party's failure to enforce a provision of this Addendum does not waive the party's right to enforce the same provision later or right to enforce any other provision of this Addendum. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.
- 8.4. **Rights of Third Parties.** The Certificate Beneficiaries and Comodo are express third party beneficiaries of Subscriber's obligations and warranties in this Addendum.

## 9. Definitions

- 9.1. **"Blacklist"** means a U.S. government list of restricted or denied entities, such as those listed in §10.11.2(2) of the CA/Browser Forum's "Guidelines for the Issuance and Management of Extended Validation Certificates." InCommon may or may not implement use of blacklists.

- 9.2. **"Certificate"** means Certificates that can (i) encrypt, (ii) add a Digital Signature to digital objects by a Subscriber or its employees, agents, or contractors and/or (iii) can be used by employees, agents, or contractors of Subscriber to authenticate access to secure physical or digital facilities.
- 9.3. **"Consent"** means written consent delivered by email or postal mail.
- 9.4. **"CPS"** refers to one of several documents providing the framework under which InCommon's Certificates are created, issued, managed and used.
- 9.5. **"Delegated Subscriber Registrar"** means individuals whom the Subscriber Registrar delegates and gives either all or limited authorization rights and access to the InCommon-Comodo certificate manager system for Subscriber certificate lifecycle management.
- 9.6. **"Digital Signature"** means an encrypted electronic data file which is attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using the signatory's Private Key and is linked in a way so as to make any subsequent changes to the electronic data detectable.
- 9.7. **"EV Certificate"** means a Certificate that is signed by the Comodo extended validation root certificate and that has been issued in accordance with the EV Guidelines.
- 9.8. **"EV Guidelines"** refers to the official, adopted guidelines established by the CA/Browser Forum that set forth certain minimum requirements that a certificate authority must meet in order to issue EV Certificates, and which are available online at <http://www.cabforum.org>.
- 9.9. **"Master Registrar"** - individuals within InCommon's Registration Authority.
- 9.10. **"Notice"** means written electronic or postal mail delivered to the points of contact listed in the Participation Agreement.
- 9.11. **"Private Key"** means the key of a Key Pair that is kept secret by the holder of the Key Pair, and that is used to create Digital Signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.
- 9.12. **"Registrar"** means an individual who may request, approve, issue, and manage certificates and certificate information using the InCommon-Comodo certificate manager system, including a Registration Authority person, in accordance with the relevant InCommon CPS.
- 9.13. **"Registration Authority"** - the InCommon office that, as described in each InCommon CPS, vets and approves Subscriber Internet domains and officially authorized Subscriber Registrars who are given delegated responsibility over the Subscriber's certificate lifecycle management.
- 9.14. **"Relying Party"** means an entity that acts in reliance on a Certificate or a Digital Signature.
- 9.15. **"Relying Party Agreement"** refers to an Agreement located on the InCommon Repository that governs a Relying Party's use of the Certificate when transacting business with the Subscriber's website.
- 9.16. **"Relying Party Warranty"** refers to a warranty offered by InCommon to a Relying Party under the terms and conditions found in the InCommon Relying Party Agreement in connection with the Relying Party's use of a Certificate.
- 9.17. **"Repository"** means a publicly available collection of information and databases relating to InCommon's Certificate practices and which is available at <https://www.incommon.org/cert/repository>.
- 9.18. **"Services"** means the Certificates ordered hereunder along with any related TrustLogos, software, and documentation.
- 9.19. **"Subscriber Registrar"** means a Subscriber's officially authorized administrator that InCommon id-proofs and grants access to the InCommon-Comodo certificate manager system and who complies with InCommon's CPSs when managing the Subscriber's certificate lifecycle.
- 9.20. **"TrustLogo"** means a logo provided by InCommon and/or Comodo for use on a Subscriber's site in connection with an issued Certificate.

**10. Signatures**

The parties are signing this Addendum as of the date listed in the introductory paragraph.

**InCommon**

**Subscriber**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029294	500.00	SMART & FINAL	Food and Food Service Supplies	SP		11/12/2013
14-P0029295	200.00	SMART & FINAL	Food and Food Service Supplies	SP		11/12/2013
14-P0029296	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/12/2013
14-P0029297	1,090.00	SOUTHERN CALIF MARINE INSTITUTE	Other Participant Travel Exp	SP		11/12/2013
14-P0029298	1,493.40	MY LE T. PHAM	Conference Expenses	SP		11/12/2013
14-P0029299	341.69	MARRIOTT HOTEL	Conference Expenses	SP		11/12/2013
14-P0029300	600.00	WIPFLI LLP	Conference Expenses	SP		11/12/2013
14-P0029301	600.00	WIPFLI LLP	Conference Expenses	SP		11/12/2013
14-P0029302	600.00	WIPFLI LLP	Conference Expenses	SP		11/12/2013
14-P0029303	379.32	ACC HOSPITALITY LESSEE LLC	Conference Expenses	SP		11/12/2013
14-P0029304	379.32	ACC HOSPITALITY LESSEE LLC	Conference Expenses	SP		11/12/2013
14-P0029305	379.32	ACC HOSPITALITY LESSEE LLC	Conference Expenses	SP		11/12/2013
14-P0029306	500.00	SMART & FINAL	Food and Food Service Supplies	SP		11/12/2013
* 14-P0029307	7,834.00	ALLSTEEL INC	Equipment - All Other > \$1,000	SP	BOND	11/12/2013
14-P0029308	322.92	CDW GOVERNMENT INC.	Equip/Software - >\$200 <\$1,000			11/13/2013
14-P0029309	454.00	B & H PHOTO VIDEO INC	Instructional Supplies	SP		11/13/2013
14-P0029310	600.00	JM SMITH CORP	Software Support Service			11/13/2013
14-P0029311	198.99	PACIFIC RADIO ELECTRONICS	Instructional Supplies	SP		11/13/2013
14-P0029312	102.87	CDW GOVERNMENT INC.	Non-Instructional Supplies			11/13/2013
14-P0029313	334.80	THE AMERGROUP INC	Non-Instructional Supplies			11/13/2013
14-P0029315	2,428.96	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		11/13/2013
14-P0029317	464.26	DELL COMPUTER	Non-Instructional Supplies			11/13/2013
14-P0029318	600.00	COUNTY OF ORANGE	Sites - Licenses, Fees & Taxes	SP	BOND	11/13/2013
14-P0029319	153.36	ALLEN ANDREW A	Contracted Repair Services			11/13/2013
14-P0029320	5,105.36	UNITED RENTALS	Rental-Equipment (Short-term)			11/13/2013
14-P0029321	2,018.31	MEDCOM TRAINEX	Instructional Supplies	SP		11/13/2013
14-P0029322	895.11	MODERN BIOLOGY INC	Instructional Supplies	SP		11/13/2013
14-P0029323	337.31	FOOTHILLS INTERNET MARKETING LLC	Instructional Supplies	SP		11/13/2013
14-P0029324	4,007.56	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		11/13/2013
14-P0029325	798.06	INLAND CUTTER SERVICE INC	Contracted Repair Services			11/14/2013
14-P0029326	1,950.64	HANNEMAN TIM	Contracted Repair Services			11/14/2013
14-P0029327	575.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			11/14/2013
14-P0029328	259.95	INLAND CUTTER SERVICE INC	Contracted Repair Services			11/14/2013
14-P0029329	2,384.00	HIGH RISE GLASS & DOORS INC	Contracted Repair Services			11/14/2013

Legend: \* = Multiple Accounts for this P.O. SP = Special Project



P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029330	1,371.20	FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/14/2013
14-P0029331	263.80	AMERICAN EXPRESS	Conference Expenses			11/14/2013
14-P0029332	2,525.95	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/14/2013
14-P0029333	1,671.76	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		11/14/2013
14-P0029334	900.00	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		11/14/2013
14-P0029335	435.28	GRAINGER	Equip/Software - >\$200 <\$1,000			11/14/2013
14-P0029336	800.00	STATE CHEMICAL MFG CO	Non-Instructional Supplies			11/14/2013
14-P0029337	2,000.00	WESTERN ILLUMINATED PLASTICS	Non-Instructional Supplies			11/14/2013
14-P0029338	1,249.00	SNAP ON EQUIPMENT	Internet Services			11/14/2013
14-P0029339	1,500.00	HIRSCH PIPE & SUPPLY CO INC	Repair & Replacement Parts			11/14/2013
14-P0029340	1,459.32	NOVA SOLUTIONS INC	Equipment - All Other > \$1,000	SP		11/14/2013
14-P0029341	46.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			11/14/2013
14-P0029342	14,000.00	KNOWLAND CONSTRUCTION SVCS	Buildings - Construction Tests	SP	BOND	11/14/2013
14-P0029343	175.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			11/14/2013
* 14-P0029344	2,308.82	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		11/14/2013
14-P0029345	728.60	AMERICAN EXPRESS	Conference Expenses	SP		11/14/2013
14-P0029346	708.59	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			11/14/2013
14-P0029347	41.03	AMAZON COM	Non-Instructional Supplies	SP		11/14/2013
14-P0029348	18,000.00	WESTBERG & WHITE INC	Buildings - Engineering Costs	SP		11/15/2013
* 14-P0029349	7,502.98	ADVANCED WEB OFFSET INC	Class Schedules/Printing	SP		11/15/2013
14-P0029350	5,000.00	WESTBERG & WHITE INC	Buildings - Engineering Costs	SP		11/15/2013
14-P0029351	10,000.00	WESTBERG & WHITE INC	Buildings - Engineering Costs	SP		11/15/2013
14-P0029352	17,094.00	KNOWLAND CONSTRUCTION SVCS	Buildings - Construction Tests	SP	BOND	11/15/2013
14-P0029353	2,500.00	THE DOLINKA GROUP LLC	Contracted Services			11/15/2013
14-P0029354	1,063.72	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		11/15/2013
14-P0029355	3,103.80	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		11/15/2013
14-P0029356	175.00	ACCCA	Conference Expenses			11/15/2013
14-P0029357	412.80	AMERICAN EXPRESS	Conference Expenses	SP		11/15/2013
14-P0029358	1,250.00	COLLINS COMPANY	Contracted Services			11/15/2013
14-P0029359	50.00	AMERICAN COLLEGE HEALTH ASSOC	Inst Dues & Memberships	SP		11/15/2013
14-P0029360	731.28	ACUSHNET CO	Instructional Supplies	SP		11/15/2013
14-P0029361	417.64	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		11/15/2013
14-P0029362	842.80	DIVERSIFIED BUSINESS SVCS	Non-Instructional Supplies	SP		11/15/2013
14-P0029363	491.87	OMID A. POURZANJANI	Conference Expenses	SP		11/15/2013

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029364	141.40	DAVID J. MCDONALD	Food and Food Service Supplies	SP		11/15/2013
14-P0029365	326.72	JOSE L. ANAYA	Conference Expenses	SP		11/15/2013
14-P0029366	382.95	JULIUS O. SOKENU	Conference Expenses	SP		11/15/2013
14-P0029367	468.30	GEORGE WALTERS	Conference Expenses	SP		11/15/2013
14-P0029368	342.80	CRAIG L. HAYWARD	Conference Expenses	SP		11/15/2013
14-P0029369	244.18	KATHLEEN C. GREANEY	Conference Expenses	SP		11/15/2013
14-P0029370	384.18	MOLLIE R. SMITH	Conference Expenses	SP		11/15/2013
14-P0029371	78.00	KATHERINE P. BOOTH	Conference Expenses	SP		11/15/2013
14-P0029372	455.43	MARTHA TORRES-GUTIERREZ	Conference Expenses	SP		11/15/2013
14-P0029373	306.99	MARC S. BEAM	Conference Expenses	SP		11/15/2013
14-P0029374	72.74	LAURIE R. HARRISON	Conference Expenses	SP		11/15/2013
14-P0029375	85.18	DIANNA CHIABOTTI	Conference Expenses	SP		11/15/2013
14-P0029376	2,000.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		11/15/2013
14-P0029377	147.98	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		11/15/2013
14-P0029378	1,121.97	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/15/2013
14-P0029379	2,400.00	CERTIFIED TRANSPORTATIONS	Transportation - Student	SP		11/15/2013
14-P0029380	700.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			11/15/2013
14-P0029381	107.99	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			11/15/2013
14-P0029382	321.41	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP		11/15/2013
14-P0029383	2,711.81	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/15/2013
14-P0029384	53,185.00	DON BOOKSTORE	Books Paid for Students	SP		11/15/2013
14-P0029385	4,168.30	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/15/2013
14-P0029386	16.18	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		11/15/2013
14-P0029387	630.00	SCHOOL DATEBOOKS	Supplies Paid for Students	SP		11/15/2013
14-P0029388	2,830.13	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		11/15/2013
14-P0029389	1,017.12	DELL COMPUTER	Equipment - All Other > \$1,000	SP		11/15/2013
14-P0029390	1,763.00	HOFFMAN SOUTHWEST CORP	Contracted Repair Services	SP		11/18/2013
14-P0029391	5,000.00	C.E.M. LAB CORP	Buildings - Construction Tests	SP	BOND	11/18/2013
14-P0029392	408.00	WELLS FARGO BANK	Software License and Fees	SP		11/18/2013
14-P0029393	1,000.00	CHEROKEE CHEMICAL CO INC	Maint/Oper Service Agreements			11/18/2013
14-P0029394	13,760.80	VMI INC	Equipment - Federal Progs >200	SP		11/18/2013
14-P0029395	2,123.27	APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		11/18/2013
14-P0029396	159.04	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		11/18/2013
14-P0029398	90.50	ACT	Non-Instructional Supplies	SP		11/18/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029399	8.50	ACT	Non-Instructional Supplies	SP		11/18/2013
14-P0029400	1,052.63	DENNIS JAMES CLEEK	Instructional Supplies	SP		11/18/2013
14-P0029401	356.40	TROXELL COMM INC	Non-Instructional Supplies	SP		11/18/2013
14-P0029402	2,242.08	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			11/19/2013
14-P0029403	1,045.65	FITWORKS INC	Instructional Supplies	SP		11/19/2013
14-P0029404	698.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			11/19/2013
14-P0029405	50.00	ORANGE COUNTY BUSINESS JOURNAL	Books, Mags & Ref Mat, Non-Lib			11/19/2013
14-P0029406	700.00	AIRPORT VAN RENTAL INC	Transportation - Student			11/19/2013
14-P0029407	1,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			11/19/2013
14-P0029408	2,267.84	SEHI COMPUTER PRODUCTS	Equipment - All Other > \$1,000	SP		11/19/2013
14-P0029409	1,944.00	DON BOOKSTORE	Non-Instructional Supplies	SP		11/19/2013
14-P0029410	4,000.00	AMAZON COM	Library Books	SP		11/19/2013
14-P0029411	800.00	WALTERS WHOLESALE ELECTRIC CO	Non-Instructional Supplies			11/19/2013
14-P0029412	528.68	SCAQMD	Public Agencies' Assess & Fees			11/19/2013
14-P0029413	2,370.00	BAKER PARTY RENTALS	Rental - Other (Short-term)	SP		11/19/2013
14-P0029414	257.73	MARIE CALLENDERS RESTAURANT & BAKERY	Food and Food Service Supplies	SP		11/20/2013
14-P0029415	197.50	HOFFMAN SOUTHWEST CORP	Contracted Repair Services			11/20/2013
14-P0029416	250.00	BOYD & ASSOCIATES	Contracted Repair Services			11/20/2013
14-P0029417	429.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			11/20/2013
14-P0029418	2,579.00	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		11/20/2013
14-P0029419	350.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			11/20/2013
14-P0029420	1,184.00	ORANGE COUNTY FIRE PROTECTION	Contracted Repair Services			11/20/2013
14-P0029421	2,000.00	VITAL LINK	Contracted Services	SP		11/20/2013
14-P0029422	108.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			11/20/2013
14-P0029423	1,185.00	CARRIER CORP	Contracted Repair Services			11/20/2013
14-P0029424	285.22	IMMEL DESIGN INC	Contracted Services			11/20/2013
14-P0029425	345.60	MICROSOFT CORPORATION	Software License and Fees	SP		11/20/2013
* 14-P0029426	2,793.59	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	11/20/2013
14-P0029427	1,179.36	XEROX CORP	Instructional Supplies	SP		11/20/2013
14-P0029428	830.00	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		11/21/2013
14-P0029429	268.43	ART ANGLES	Non-Instructional Supplies	SP		11/21/2013
14-P0029430	3,733.69	HIGH SCOPE EDUCATIONAL RESEARCH FOUNDATIO	Instructional Supplies	SP		11/21/2013
14-P0029431	2,586.60	CAPTION PERFECT INC	Instructional Supplies	SP		11/21/2013
14-P0029432	195.00	FOUNDATION FOR CA COMM COLLEGE	Conference Expenses	SP		11/21/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029433	1,224.45	SODEXHO	Food and Food Service Supplies	SP		11/21/2013
14-P0029434	429.31	GALE GROUP	Library Books - Comp Software			11/21/2013
14-P0029435	373.47	THE CORPORATE COLLECTION	Non-Instructional Supplies	SP		11/21/2013
14-P0029436	411.77	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/21/2013
14-P0029437	113.40	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		11/21/2013
14-P0029438	495.72	B & H PHOTO VIDEO INC	Non-Instructional Supplies	SP		11/21/2013
14-P0029439	475.00	ALADDIN GIFT FLOWERS	Non-Instructional Supplies	SP		11/21/2013
14-P0029440	425.00	WHITE DOVE RELEASE	Rental - Other (Short-term)	SP		11/21/2013
14-P0029441	255.68	HOME DEPOT	Rental-Equipment (Short-term)			11/21/2013
14-P0029443	3,334.00	FREEDOM COMMUNICATIONS, INC	Buildings - Legal Expenses	SP	BOND	11/21/2013
14-P0029444	2,982.00	FREEDOM COMMUNICATIONS, INC	Site Improv - Legal Expenses	SP	BOND	11/21/2013
14-P0029445	8,000.00	ENTREPRENEURIAL LEARNING	Contracted Services	SP		11/21/2013
14-P0029446	50.00	SAN JOAQUIN DELTA CMTY CLG DISTRICT	Conference Expenses			11/21/2013
14-P0029447	1,680.00	BLAIR A. KUSTER	Instructional Supplies	SP		11/21/2013
14-P0029448	38.88	SUSAN BLACKWOOD LEEDY	Non-Instructional Supplies	SP		11/21/2013
14-P0029449	1,121.97	DELL COMPUTER	Equipment - All Other > \$1,000			11/21/2013
14-P0029450	1,063.50	COUNTY OF ORANGE	Other Licenses & Fees			11/22/2013
14-P0029451	339.01	BUSINESS MACHINES SECURITY	Non-Instructional Supplies	SP		11/22/2013
14-P0029452	116.37	OCPC INC	Non-Instructional Supplies			11/22/2013
14-P0029453	6,882.10	SMG	Contracted Services	SP		11/22/2013
14-P0029454	9,406.51	TENNANT SALES & SVC CO	Equipment - Other Contract Svc	SP		11/22/2013
14-P0029455	4,540.19	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	11/22/2013
14-P0029456	415.92	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000			11/22/2013
14-P0029457	12,696.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP		11/22/2013
14-P0029458	1,769.04	D4 SOLUTIONS INC.	Equipment - All Other > \$1,000	SP		11/22/2013
14-P0029459	298.50	COAST ELECTRIC	Equipment - Other Contract Svc	SP		11/22/2013
14-P0029460	385.00	WESTERN KENTUCKY UNIVERSITY RESEARCH FOUN	Conference Expenses	SP		11/25/2013
14-P0029462	175.00	ACCCA	Conference Expenses			11/25/2013
14-P0029463	10,925.30	ALLSTEEL INC	Equipment - Modular Furniture	SP	BOND	11/25/2013
14-P0029464	2,460.24	CORPORATE BUSINESS INTERIORS INC	Equipment - Modular Furniture	SP	BOND	11/25/2013
14-P0029465	9,920.32	CORPORATE BUSINESS INTERIORS INC	Equipment - Modular Furniture	SP	BOND	11/25/2013
14-P0029466	520.00	CORPORATE BUSINESS INTERIORS INC	Equipment - Modular Furniture	SP	BOND	11/25/2013
14-P0029467	354.40	MOORE ROBERT K	Repair & Replacement Parts			11/25/2013
14-P0029468	700.00	NAT'L ASSN OF VETERANS UPWARD BOUND	Conference Expenses	SP		11/25/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029469	55.62	CDW GOVERNMENT INC.	Non-Instructional Supplies			11/26/2013
14-P0029470	342.95	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			11/26/2013
14-P0029471	1,540.16	THE WRIGHT GROUP INC	Equipment - All Other > \$1,000			11/26/2013
14-P0029472	1,700.00	GLASBY MAINTENANCE SUPPLY	Repair & Replacement Parts			11/26/2013
14-P0029473	2,000.00	HOME DEPOT	Non-Instructional Supplies			11/26/2013
14-P0029474	302.25	XPEDX PAPER CO	Non-Instructional Supplies			11/26/2013
14-P0029475	2,767.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			11/26/2013
14-P0029476	232.59	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			11/26/2013
14-P0029477	2,200.00	ASHP AMERICAN SOCIETY OF HEALTH SYSTEM	Other Licenses & Fees			11/26/2013
* 14-P0029478	6,448.00	COMPUTERLAND OF SILICON VALLEY	Equip/Software - >\$200 <\$1,000	SP	BOND	11/26/2013
14-P0029479	134.99	EL POLLO LOCO, INC	Food and Food Service Supplies	SP		11/27/2013
14-P0029480	222.18	JAY'S CATERING	Food and Food Service Supplies	SP		11/27/2013
14-P0029481	891.00	WE DO GRAPHICS INC	Reproduction/Printing Expenses			11/27/2013
14-P0029482	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			11/27/2013
14-P0029483	5,000.00	VOYAGER FLEET SYSTEM INC	Gasoline			11/27/2013
14-P0029484	2,200.00	DIX METALS	Instructional Supplies	SP		11/27/2013
14-P0029485	500.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		11/27/2013
14-P0029486	2,500.00	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services	SP		11/27/2013
14-P0029487	500.00	SMART & FINAL	Food and Food Service Supplies	SP		11/27/2013
14-P0029488	35.00	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		11/27/2013
14-P0029489	100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/27/2013
* 14-P0029490	265.83	OFFICE DEPOT BUSINESS SVCS	Books, Mags & Ref Mat, Non-Lib	SP		11/27/2013
14-P0029491	635.00	POSTMASTER	Postage			11/27/2013
14-P0029492	500.00	DUNN EDWARDS CORP	Non-Instructional Supplies			11/27/2013
14-P0029493	2,000.00	ORANGE COUNTY DEPT OF ED	Contracted Services	SP		12/2/2013
14-P0029494	183.04	MAR VAC ELECTRONICS	Instructional Supplies	SP		12/2/2013
14-P0029495	2,014.40	MULTIWAVE TECH CORP	Instructional Supplies	SP		12/2/2013
14-P0029496	4,271.41	B & H PHOTO VIDEO INC	Instructional Supplies	SP		12/2/2013
14-P0029497	1,672.76	SMITH EMERY LABORATORIES	Buildings - Construction Tests	SP		12/3/2013
14-P0029498	5,364.76	SMITH EMERY LABORATORIES	Buildings - Construction Tests	SP		12/3/2013
14-P0029499	323.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		12/3/2013
14-P0029500	2,500.00	GAFCON INC	Contracted Services			12/3/2013
14-P0029501	228,433.00	BERNARDS BROS INC	Site Imp - Construction Mgmt	SP	BOND	12/3/2013
14-P0029502	13,000.00	BKF ENGINEERS	Buildings - Engineering Costs	SP	BOND	12/3/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029503	4,399.50	CITY OF CORONA	Instructional Agrmt - Salary	SP		12/3/2013
14-P0029504	784.08	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			12/3/2013
14-P0029505	167.40	JON'S FLAGS & POLES	Contracted Services			12/3/2013
14-P0029506	3,000.00	INTER VALLEY POOL SUPPLY INC	Non-Instructional Supplies			12/3/2013
14-P0029507	8,740.00	WESTERN POWER SYSTEMS	Equipment - Other Contract Svc	SP		12/3/2013
14-P0029508	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	12/3/2013
14-P0029509	4,745.02	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	12/3/2013
14-P0029510	3,755.31	ALLSTEEL INC	Equip/Software - >\$200 <\$1,000	SP	BOND	12/3/2013
14-P0029511	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	12/3/2013
14-P0029512	1,360.00	CORPORATE BUSINESS INTERIORS INC	Equip/Software - >\$200 <\$1,000	SP	BOND	12/3/2013
14-P0029513	1,152.00	WESTERN POWER SYSTEMS	Contracted Repair Services			12/3/2013
14-P0029514	462.33	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			12/3/2013
14-P0029515	701.99	AMAZON COM	Equip/Software - >\$200 <\$1,000			12/3/2013
14-P0029516	3,797.76	INTELLI-TECH	Equipment - Federal Progs >200	SP		12/3/2013
14-P0029517	5,000.00	PENA CARLOS	Contracted Services	SP		12/3/2013
14-P0029518	9,500.00	GRAVES COMMUNICATIONS LLC	Contracted Services	SP		12/3/2013
14-P0029519	482.68	RAMCO REFRIGERATION & AIR	Contracted Repair Services			12/3/2013
14-P0029520	382.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			12/3/2013
14-P0029521	892.08	CORPORATE BUSINESS INTERIORS INC	Equip/Software - >\$200 <\$1,000	SP	BOND	12/3/2013
14-P0029522	6,000.00	CHEROKEE CHEMICAL CO INC	Maint/Oper Service Agreements			12/4/2013
14-P0029524	1,690.00	SHAREPOINT EXPERTS, INC.	Conference Expenses			12/4/2013
14-P0029525	50.95	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			12/4/2013
14-P0029526	1,603.10	WELLS FARGO BANK	Conference Expenses			12/4/2013
14-P0029527	461.80	WELLS FARGO BANK	Conference Expenses			12/4/2013
14-P0029528	600.00	PAUL'S PET FOOD DELIVERY EXPRESS INC	Instructional Supplies	SP		12/4/2013
14-P0029530	2,015.00	MIGUEL GARCIA RODRIGUEZ	Food and Food Service Supplies	SP		12/4/2013
14-P0029531	940.00	CALIF LAND SURVEYORS ASSOC	Advertising	SP		12/4/2013
14-P0029532	335.00	EASY ENGLISH TIMES	Books, Mags & Ref Mat, Non-Lib	SP		12/4/2013
14-P0029533	117.78	TOMARK SPORTS INC	Instructional Supplies	SP		12/4/2013
14-P0029534	144.60	VICTORY CUSTOM ATHLETIC	Instructional Supplies	SP		12/4/2013
14-P0029535	2,256.00	NASDAQ OMX CORP SOLUTIONS INC	Internet Services			12/4/2013
14-P0029536	550.00	LOS ANGELES AREA CHAMBER OF COMMERCE	Inst Dues & Memberships	SP		12/4/2013
14-P0029537	29.67	LOURDES FAJARDO	Food and Food Service Supplies			12/4/2013
14-P0029538	5,184.00	HAVE KITCHEN WILL TRAVEL, INC.	Food and Food Service Supplies	SP		12/4/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029539	230.00	COPELAND BEVERLY	Advertising	SP		12/4/2013
14-P0029540	1,628.76	KATHLEEN C. GREANEY	Conference Expenses	SP		12/4/2013
14-P0029541	626.40	CAUDILLO MARK	Reproduction/Printing Expenses	SP		12/4/2013
14-P0029542	11,994.36	CPP INC	Instructional Supplies	SP		12/4/2013
14-P0029543	3,203.84	CAMBRIDGE UNIV PRESS	Books, Mags & Ref Mat, Non-Lib	SP		12/4/2013
14-P0029544	8,398.73	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		12/4/2013
14-P0029545	325.00	HSACCC HEALTH SVCS ASSOC-	Conference Expenses	SP		12/4/2013
14-P0029546	2,925.00	MIDDLE COLLEGE HIGH SCHOOL	Conference Expenses	SP		12/4/2013
14-P0029547	445.50	CAL WEST PARTNERS MASTER SUBTENANT LP	Conference Expenses	SP		12/4/2013
* 14-P0029548	11,518.06	TREND OFFSET PRINTING	Class Schedules/Printing	SP		12/5/2013
14-P0029549	619.00	1 800 DIAPERS INC	Non-Instructional Supplies	SP		12/5/2013
14-P0029550	1,000.00	AMMEX	Non-Instructional Supplies	SP		12/5/2013
14-P0029551	800.00	SAMY'S CAMERA	Instructional Supplies	SP		12/5/2013
14-P0029552	3,845.51	NTH GENERATION COMPUTING INC	Equipment - All Other > \$1,000	SP		12/5/2013
* 14-P0029553	3,643.70	TROXELL COMM INC	Non-Instructional Supplies	SP		12/5/2013
14-P0029554	150.00	ART SUPPLY WAREHOUSE	Instructional Supplies	SP		12/5/2013
14-P0029555	200.00	KELLY PAPER	Instructional Supplies	SP		12/5/2013
14-P0029556	250.00	KUTTING EDGE DESIGN LLC	Instructional Supplies	SP		12/5/2013
14-P0029557	45.36	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		12/5/2013
14-P0029558	240.00	NABERS CLEANERS	Laundry & Dry Cleaning Service			12/5/2013
14-P0029559	22.68	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		12/5/2013
14-P0029560	114.05	DON BOOKSTORE	Non-Instructional Supplies	SP		12/5/2013
14-P0029561	250.00	SMART & FINAL	Instructional Supplies	SP		12/5/2013
14-P0029562	425.00	NAT'L STUDENT CLEARINGHOUSE	Internet Services	SP		12/5/2013
14-P0029563	1,000.00	ROSA HARRIZON	Non-Instructional Supplies	SP		12/5/2013
14-P0029564	1,312.42	STAY SAFE SUPPLY INC	Non-Instructional Supplies			12/5/2013
14-P0029565	70.24	GAYLORD BROS	Instructional Supplies	SP		12/5/2013
14-P0029566	680.40	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		12/5/2013
14-P0029567	989.07	CALUMET CARTON CO	Non-Instructional Supplies			12/5/2013
14-P0029568	1,133.34	FISHER SCIENTIFIC	Instructional Supplies	SP		12/5/2013
14-P0029569	1,761.68	ACHIEVEMENT PRODUCTS FOR CHILDREN	Instructional Supplies	SP		12/5/2013
* 14-P0029570	5,218.14	SUNSET CENTER CT LESSEE	Contracted Services	SP		12/5/2013
14-P0029571	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		12/5/2013
14-P0029572	75.00	SCIAC SO CALIF INTERSEGME	Inst Dues & Memberships			12/5/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029573	4,689.36	ALLURA PRINTING INC	Non-Instructional Supplies	SP		12/5/2013
14-P0029574	108.37	EXPRESS COMPANIES INC	Non-Instructional Supplies	SP		12/5/2013
14-P0029575	45.36	SCHICK RECORDS MGMT	Non-Instructional Supplies			12/5/2013
14-P0029576	7,401.72	COIN SECURITY SYSTEMS INC	Building Improvements	SP		12/6/2013
14-P0029577	4,176.63	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			12/6/2013
14-P0029578	2,516.83	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			12/6/2013
14-P0029579	98.31	BISHOP CO	Non-Instructional Supplies			12/6/2013
14-P0029580	476.81	CDW GOVERNMENT INC.	Non-Instructional Supplies	SP		12/6/2013
14-P0029581	22,635.46	DELL COMPUTER	Equipment - All Other > \$1,000	SP		12/6/2013
14-P0029583	22,635.46	DELL COMPUTER	Equipment - All Other > \$1,000	SP		12/9/2013
14-P0029584	810.50	DELL COMPUTER	Equipment - All Other > \$1,000	SP		12/9/2013
14-P0029585	16,616.15	CITY OF MONTEBELLO	Instructional Agrmt - Salary	SP		12/9/2013
14-P0029586	8,941.58	CITY OF VERNON	Instructional Agrmt - Salary	SP		12/9/2013
14-P0029587	10,253.08	CITY OF LAGUNA BEACH	Instructional Agrmt - Salary	SP		12/9/2013
14-P0029588	8,387.50	CITY OF SEAL BEACH	Instructional Agrmt - Salary	SP		12/9/2013
14-P0029589	17,242.67	CITY OF WEST COVINA	Instructional Agrmt - Salary	SP		12/9/2013
14-P0029590	3,194.88	CITY OF MONTCLAIR	Instructional Agrmt - Salary	SP		12/9/2013
14-P0029591	3,620.90	MUSICK, PEELER & GARRETT LLP	Legal Expenses			12/9/2013
14-P0029592	2,730.00	ORKIN PEST CONTROL	Contracted Repair Services	SP		12/9/2013
14-P0029593	1,050.14	EBERHARD EQUIPMENT	Contracted Repair Services			12/9/2013
14-P0029594	7,580.00	TRI-SIGNAL INTEGRATION INC	Maint/Oper Service Agreements			12/9/2013
14-P0029595	17,117.01	DELL COMPUTER	Equipment - All Other > \$1,000	SP		12/9/2013
14-P0029596	1,563.84	SHI INTERNATIONAL CORP	Equip/Software - >\$200 <\$1,000	SP	BOND	12/9/2013
14-P0029597	6,105.46	SHI INTERNATIONAL CORP	Equip/Software - >\$200 <\$1,000	SP	BOND	12/9/2013
14-P0029598	270.00	AGLER TIMOTHY B	Contracted Services			12/9/2013
14-P0029599	932.29	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			12/9/2013
14-P0029600	1,279.80	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		12/9/2013
14-P0029601	39,035.69	DELL COMPUTER	Equipment - All Other > \$1,000	SP		12/9/2013
14-P0029602	45.00	METROPRO TOWING INC	Contracted Services	SP		12/9/2013
14-P0029603	1,000.00	LOBBY TRAFFIC SYSTEMS INC	Contracted Repair Services			12/9/2013
14-P0029604	11,517.00	CYNOSURE NEW MEDIA INC	Contracted Services	SP		12/9/2013
14-P0029605	198.80	AMERICAN EXPRESS	Conference Expenses	SP		12/9/2013
14-P0029606	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		12/9/2013
14-P0029607	575.00	INT'L ECONOMIC DEVELOPMENT COUNCIL	Conference Expenses	SP		12/10/2013

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029608	5,033.13	WITLOCK RICHARD DAVID	Contracted Repair Services			12/10/2013
14-P0029609	11,000.00	ACCUVANT INC	Equipment - Other Contract Svc	SP		12/10/2013
14-P0029610	502.00	COUNTY OF ORANGE	Public Agencies' Assess & Fees			12/10/2013
14-P0029611	425.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			12/10/2013
14-P0029612	50.00	SAN JOAQUIN DELTA CMTY CLG DISTRICT	Conference Expenses	SP		12/10/2013
14-P0029613	50.00	SAN JOAQUIN DELTA CMTY CLG DISTRICT	Conference Expenses	SP		12/10/2013
14-P0029614	1,200.67	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			12/10/2013
14-P0029615	315.00	SALEM PRESS INC	Library Books - Comp Software			12/10/2013
14-P0029616	1,627.50	XPEDX PAPER CO	Non-Instructional Supplies			12/10/2013
14-P0029617	1,500.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	12/10/2013
14-P0029618	1,134.00	SINGER LORI	Instructional Supplies	SP		12/10/2013
14-P0029619	157.80	MARIA V. LEPE	Conference Expenses	SP		12/10/2013
14-P0029620	1,508.22	FLINN SCIENTIFIC INC	Instructional Supplies	SP		12/10/2013
14-P0029621	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		12/10/2013
14-P0029622	1,000.00	DON BOOKSTORE	Other Exp Paid for Students	SP		12/10/2013
14-P0029623	2,198.00	SO COUNTIES LUBRICANTS	Gasoline			12/10/2013
14-P0029624	96.39	PENNYVISION LLC	Food and Food Service Supplies	SP		12/10/2013
14-P0029625	3,400.00	PGINET CONSULTING	Contracted Services	SP		12/11/2013
14-P0029626	9,750.00	PROFESSIONAL TURF SPECIALTIES INC	Maint/Oper Service Agreements			12/11/2013
14-P0029627	1,000.00	EXTREME ENTREPRENEURSHIP EDUC LLC	Contracted Services	SP		12/11/2013
* 14-P0029628	1,020.00	WELCHES JOHN	Contracted Services	SP		12/11/2013
14-P0029629	14,995.00	PROFESSIONAL TURF SPECIALTIES INC	Maint/Oper Service Agreements			12/11/2013
14-P0029630	4,950.00	EMPIRE PARKING LOT SERVICES	Contracted Services	SP		12/11/2013
14-P0029631	9,125.64	D4 SOLUTIONS INC.	Contracted Services			12/11/2013
14-P0029632	257.73	MARIE CALLENDERS RESTAURANT & BAKERY	Food and Food Service Supplies	SP		12/11/2013
14-P0029633	85.45	SCANTRON CORP	Non-Instructional Supplies	SP		12/11/2013
14-P0029634	148.69	PITNEY BOWES	Non-Instructional Supplies			12/11/2013
14-P0029635	395.00	NORTH ORANGE COUNTY COMMUNITY	Conference Expenses	SP		12/11/2013
14-P0029636	604.63	JORGE SAUCEDO-DANIEL	Conference Expenses	SP		12/11/2013
14-P0029637	915.32	RENAH WOLZINGER	Conference Expenses	SP		12/11/2013
14-P0029638	896.49	TRICAM INC	Food and Food Service Supplies	SP		12/11/2013
14-P0029639	250.00	CALIF ASSOC FOR MICROENTERPRISE OPPORTUNI	Inst Dues & Memberships	SP		12/11/2013
14-P0029640	303.67	DURHAM SCHOOL SERVICES	Transportation - Student	SP		12/11/2013
14-P0029642	185.00	IMMEL DESIGN INC	Contracted Services	SP		12/11/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029643	62.05	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		12/11/2013
14-P0029644	2,825.00	AIRPORT VAN RENTAL INC	Transportation - Athletics			12/11/2013
14-P0029645	500.00	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		12/11/2013
14-P0029646	425.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			12/11/2013
14-P0029647	130.00	AMBCO ELECTRONICS	Contracted Repair Services	SP		12/11/2013
14-P0029648	2,624.83	STAY SAFE SUPPLY INC	Non-Instructional Supplies			12/11/2013
14-P0029649	423.90	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies	SP		12/11/2013
14-P0029650	26,087.02	PURPLE PLATYPUS	Equipment - Federal Progs >200	SP		12/12/2013
14-P0029651	700.00	SANTA ANA HIGH SCHOOL	Contracted Services	SP		12/12/2013
14-P0029652	2,295.00	DSE ARCHITECTURE INC	Buildings - Architects Fee	SP	BOND	12/12/2013
14-P0029653	140.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		12/12/2013
14-P0029654	214.92	HOME DEPOT	Equip/Software - >\$200 <\$1,000			12/12/2013
14-P0029655	1,133.95	CLEAN SOURCE INC	Non-Instructional Supplies			12/12/2013
14-P0029656	1,869.05	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			12/12/2013
14-P0029657	24,500.00	LPA INC	Buildings - Architects Fee	SP	BOND	12/12/2013
14-P0029658	3,515.97	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			12/12/2013
* 14-P0029659	1,226.85	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		12/12/2013
14-P0029660	722.52	LAKESHORE LEARNING MATERIALS	Equip/Software - >\$200 <\$1,000	SP		12/12/2013
14-P0029661	12,369.60	APPLE COMPUTER INC	Equipment - All Other > \$1,000	SP		12/12/2013
14-P0029662	849.82	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			12/12/2013
* 14-P0029663	3,645.84	COMMLINE INC	Equip/Software - >\$200 <\$1,000	SP		12/12/2013
14-P0029664	80,412.03	ACCUVANT INC	Equipment - All Other > \$1,000			12/12/2013
14-P0029665	877.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			12/13/2013
14-P0029666	500.00	MILE HIGH PINES CAMP	Contracted Services	SP		12/13/2013
14-P0029667	3,000.00	PHYSICIAN SALES & SVCS	Non-Instructional Supplies	SP		12/13/2013
14-P0029668	1,500.00	DON BOOKSTORE	Supplies Paid for Students	SP		12/13/2013
14-P0029669	1,500.00	DON BOOKSTORE	Supplies Paid for Students	SP		12/13/2013
14-P0029670	300.00	NACCTEP NAT'L ASSOC OF COMM	Inst Dues & Memberships	SP		12/13/2013
14-P0029671	213.00	ORANGE COUNTY FIRE PROTECTION	Contracted Services			12/13/2013
14-P0029672	1,867.80	ASICS AMERICA	Instructional Supplies	SP		12/13/2013
14-P0029673	450.33	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		12/13/2013
14-P0029674	437.16	DELL COMPUTER	Equipment - Federal Progs >200	SP		12/13/2013
14-P0029675	104.71	LIPPINCOTT WILLIAMS & WILKINS	Books, Mags & Ref Mat, Non-Lib	SP		12/13/2013
14-P0029676	200.00	TAOS COMMUNITY FOUNDATION INC.	Conference Expenses	SP		12/13/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0029677	50.00	SAN JOAQUIN DELTA CMTY CLG DISTRICT	Conference Expenses	SP		12/13/2013
14-P0029678	5,615.90	APPLE COMPUTER INC	Equipment - All Other > \$1,000	SP		12/13/2013
14-P0029679	3,000.00	KURZWEILINTELLITOOLS INC	Software License and Fees	SP		12/13/2013
14-P0029680	85.00	PTK-ALPHA BETA CHAPTER	Other Exp Paid for Students	SP		12/13/2013
14-P0029681	7,701.25	CITY OF REDLANDS	Instructional Agrmt - Facility			12/13/2013
14-P0029682	25,503.08	CITY OF ORANGE	Instructional Agrmt - Salary	SP		12/13/2013
14-P0029683	17,491.75	CITY OF LA VERNE	Instructional Agrmt - Salary	SP		12/13/2013
14-P0029684	35,291.04	CITY OF HUNTINGTON BEACH	Instructional Agrmt - Salary	SP		12/13/2013
14-P0029685	5,844.56	CITY OF FOUNTAIN VALLEY	Instructional Agrmt - Facility			12/13/2013
14-P0029686	20,329.52	CHINO VALLEY INDEPENDENT	Instructional Agrmt - Salary	SP		12/13/2013
14-P0029687	12,311.83	CITY OF ANAHEIM	Instructional Agreements			12/13/2013
14-P0029688	230,217.75	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Facility			12/13/2013
14-P0029689	77,322.70	SAN BERNARDINO COUNTY	Instructional Agrmt - Facility			12/13/2013
* 14-P0029690	26,583.29	DOWNEY FIRE DEPT	Instructional Agreements	SP		12/13/2013
* 14-P0029691	20,940.79	CALIFORNIA STATE PARKS	Instructional Agrmt - Facility			12/13/2013
14-P0149285	20,886.06	OCLC ONLINE COMPUTER LIBRARY	Software Support Service			12/10/2013
<b>Grand Total:</b>		<b>\$ 1,783,866.20</b>				

4.16 (12)

Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM NOVEMBER 10, 2013 THROUGH DECEMBER 14, 2013  
BOARD MEETING OF JANUARY 13, 2014**

P.O. #	Amount	Description	Department	Comment
14-P0029348	\$18,000.00	Architectural/engineering services related to the construction administration services for the Boiler Replacement project at Santa Ana College - Building A, F and R	DO-Facility Planning	Board approved: October 28, 2013
14-P0029352	\$17,094.00	DSA inspection services related to the Renovation project at Santa Ana College - Building G	DO-Facility Planning	Board approved: October 28, 2013
14-P0029384	\$53,185.00	Student book vouchers for Fall 2013	SCC-EOPS	
14-P0029501	\$228,433.00	Construction management services for the close out of bid packages 1, 2, & 3 related to the Perimeter Site Improvements project at Santa Ana College	DO-Facility Planning	Board approved: October 28, 2013
14-P0029581	\$22,635.46	Dell data storage equipment	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
14-P0029583	\$22,635.46	Dell data storage equipment	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
14-P0029585	\$16,616.15	Instructional hours for Fire Technology training for Summer 2013	SAC-Fire Technology	Board approved: December 8, 2008

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM NOVEMBER 10, 2013 THROUGH DECEMBER 14, 2013  
BOARD MEETING OF JANUARY 13, 2014**

P.O. #	Amount	Description	Department	Comment
14-P0029589	\$17,242.67	Instructional hours for Fire Technology training for Summer 2013	SAC-Fire Technology	Board approved: June 30, 2008
14-P0029595	\$17,117.01	Dell servers and rackmount	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
14-P0029601	\$39,035.69	Dell data storage equipment	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
14-P0029650	\$26,087.02	CNC milling machines and related attachments and components	SAC-Business Division	Received Quotations: 1) *Purple Platypus 2) Product Development, Inc. 3) Proto3000, Inc. *Successful Bidder
14-P0029657	\$24,500.00	Architectural/engineering services related to the installation of netting around Santiago Canyon College	DO-Facility Planning	Board approved: December 9, 2013
14-P0029664	\$80,412.03	Network & data communication equipment and related components	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #7-09-70-14 Board approved: October 8, 2012

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM NOVEMBER 10, 2013 THROUGH DECEMBER 14, 2013  
BOARD MEETING OF JANUARY 13, 2014**

P.O. #	Amount	Description	Department	Comment
14-P0029682	\$25,503.08	Instructional hours for Fire Technology training for Summer 2013	SAC-Fire Technology	Board approved: January 22, 2008
14-P0029683	\$17,491.75	Instructional hours for Fire Technology training for Summer 2013	SAC-Fire Technology	Board approved: June 30, 2008
14-P0029684	\$35,291.04	Instructional hours for Fire Technology training for Summer 2013	SAC-Fire Technology	Board approved: November 19, 2007
14-P0029686	\$20,329.52	Instructional hours for Fire Technology training for Summer 2013	SAC-Fire Technology	Board approved: April 7, 2008
14-P0029688	\$230,217.75	Instructional hours for Fire Technology training for Summer 2013	SAC-Fire Technology	Board approved: May 12, 2008
14-P0029689	\$77,322.70	Instructional hours for Fire Technology training for Summer 2013	SAC-Fire Technology	Board approved: August 22, 2011
14-P0029690	\$26,583.29	Instructional hours for Fire Technology training for Summer 2013	SAC-Fire Technology	Board approved: May 27, 2008
14-P0029691	\$20,940.79	Instructional hours for Fire Technology training for Summer 2013	SAC-Fire Technology	Board approved: November 19, 2007
14-P0149285	\$20,886.00	Annual subscription to WorldShare Management Service - web-based library system	SAC-Library	Board approved: June 17, 2013

P.O. #	Amount	Vendor Name	Classification	Date
GM-DON001547	\$270.84	BARRY'S DISTRIBUTING	General Merchandise	11/25/2013
GM-DON001548	\$331.95	BROWN BAG SANDWICH CO	General Merchandise	11/25/2013
GM-DON001549	\$512.34	PEPSI COLA CO	General Merchandise	11/26/2013
GM-DON001550	\$407.28	BROWN BAG SANDWICH CO	General Merchandise	12/2/2013
GM-DON001551	\$203.10	BARRY'S DISTRIBUTING	General Merchandise	12/2/2013
GM-DON001553	\$1,067.82	PEPSI COLA CO	General Merchandise	12/4/2013
GM-DON001554	\$331.50	BROWN BAG SANDWICH CO	General Merchandise	12/4/2013
GM-DON001555	\$926.85	PEPSI COLA CO	General Merchandise	12/5/2013
GM-DON001556	\$2,885.08	KENNEDY WHOLESale	General Merchandise	12/5/2013
GM-DON001557	\$488.58	PEPSI COLA CO	General Merchandise	12/10/2013
GM-DON001558	\$382.80	BROWN BAG SANDWICH CO	General Merchandise	12/9/2013
GM-DON001562	\$486.48	KENNEDY WHOLESale	General Merchandise	12/12/2013
GM-DON001563	\$1,120.80	CHAMPION PRODUCTS INC	General Merchandise	12/16/2013
GM-DON001564	\$84.75	BROWN BAG SANDWICH CO	General Merchandise	12/16/2013
GM-DON001565	\$83.25	BROWN BAG SANDWICH CO	General Merchandise	12/11/2013
GM-EXPR000803	\$181.80	BARRY'S DISTRIBUTING	General Merchandise	11/25/2013
GM-EXPR000804	\$382.16	BROWN BAG SANDWICH CO	General Merchandise	11/25/2013
GM-EXPR000805	\$567.84	PEPSI COLA CO	General Merchandise	11/26/2013
GM-EXPR000806	\$76.68	SULLIVAN, MICHAEL	General Merchandise	11/27/2013
GM-EXPR000807	\$686.98	BROWN BAG SANDWICH CO	General Merchandise	12/2/2013
GM-EXPR000808	\$421.52	BROWN BAG SANDWICH CO	General Merchandise	12/4/2013
GM-EXPR000809	\$625.77	PEPSI COLA CO	General Merchandise	12/3/2013
GM-EXPR000810	\$632.04	PEPSI COLA CO	General Merchandise	12/5/2013
GM-EXPR000811	\$45.96	SULLIVAN, MICHAEL	General Merchandise	12/9/2013
GM-EXPR000812	\$2,418.26	KENNEDY WHOLESale	General Merchandise	12/5/2013
GM-EXPR000813	\$870.78	PEPSI COLA CO	General Merchandise	12/10/2013
GM-EXPR000814	\$159.00	BARRY'S DISTRIBUTING	General Merchandise	12/9/2013
GM-EXPR000815	\$563.81	BROWN BAG SANDWICH CO	General Merchandise	12/9/2013
GM-EXPR000816	\$64.68	SULLIVAN, MICHAEL	General Merchandise	12/11/2013
GM-EXPR000817	\$123.60	BROWN BAG SANDWICH CO	General Merchandise	12/11/2013
GM-HAWK001216	\$87.50	HAMILTON BELL CO	General Merchandise	11/25/2013
GM-HAWK001217	\$586.97	KENNEDY WHOLESale	General Merchandise	12/2/2013
GM-HAWK001218	\$163.71	BROWN BAG SANDWICH CO	General Merchandise	12/2/2013
GM-HAWK001219	\$509.17	BROWN BAG SANDWICH CO	General Merchandise	12/2/2013
GM-HAWK001220	\$131.50	EL DORADO TRADING GROUP	General Merchandise	12/2/2013
GM-HAWK001221	\$42.60	SAMS DAIRY DIST	General Merchandise	12/3/2013
GM-HAWK001224	\$249.11	BROWN BAG SANDWICH CO	General Merchandise	12/4/2013

P.O. #	Amount	Vendor Name	Classification	Date
GM-HAWK001225	\$1,351.14	PEPSI COLA CO	General Merchandise	12/4/2013
GM-HAWK001226	\$1,125.51	KENNEDY WHOLESALE	General Merchandise	12/9/2013
GM-HAWK001228	\$147.22	BROWN BAG SANDWICH CO	General Merchandise	12/9/2013
GM-HAWK001229	\$2,900.00	SCANTRON CORP	General Merchandise	12/12/2013
GM-HAWK001230	\$5,570.00	SCANTRON CORP	General Merchandise	12/16/2013
GM-HAWK001234	\$0.29	COMET SCHOOL SUPPLIES INC	General Merchandise	12/18/2013
GM-HAWK001235	\$2.33	COMET SCHOOL SUPPLIES INC	General Merchandise	12/18/2013
TR-HAWK000036	\$410.16	NACSCORP	Trade Book	12/18/2013
TX-CEC000202	\$15,480.40	PEARSON EDUCATION	Textbook	12/10/2013
TX-CEC000203	\$4,344.75	OXFORD UNIVERSITY PRESS,	Textbook	12/10/2013
TX-CEC000204	\$8,813.50	CENGAGE LEARNING	Textbook	12/10/2013
TX-CEC000205	\$7,448.00	CAMBRIDGE UNIVERSITY PRES	Textbook	12/10/2013
TX-CEC000206	\$311.25	CAMBRIDGE UNIVERSITY PRES	Textbook	12/10/2013
TX-CEC000208	\$5,666.25	CAMBRIDGE UNIVERSITY PRES	Textbook	12/11/2013
TX-DON002252	\$538.45	PARADIGM PUBLISHING CO.	Textbook	11/25/2013
TX-DON002253	\$126.36	MOSBY ELSEVIER	Textbook	12/2/2013
TX-DON002254	\$2,520.00	CENGAGE LEARNING	Textbook	12/3/2013
TX-DON002256	\$1,275.50	NEBRASKA BOOK COMPANY	Textbook	12/12/2013
TX-DON002258	\$97,734.50	NEBRASKA BOOK COMPANY	Textbook	12/13/2013
TX-DON002259	\$2,576.00	PEARSON EDUCATION	Textbook	12/18/2013
TX-DON002260	\$260.00	CENGAGE LEARNING	Textbook	12/18/2013
TX-HAWK001634	\$180.00	ACS DIVCHED EXAM INST.	Textbook	11/27/2013
TX-HAWK001635	\$9,190.00	PEARSON EDUCATION	Textbook	12/13/2013
TX-HAWK001636	\$80,646.42	MCGRAW-HILL PUBLISHING CO	Textbook	12/18/2013
TX-HAWK001637	\$816.75	NEBRASKA BOOK COMPANY	Textbook	12/18/2013
TX-HAWK001638	\$1,500.00	MCGRAW-HILL PUBLISHING CO	Textbook	12/18/2013

**Grand Total: \$264,525.03**



P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-B0000524	702.50	PACIFIC PARKING SYSTEMS INC	Other Operating Exp & Services			12/4/2013
14-B0000525	446.00	EDUCATIONAL TESTING SVC	Other Operating Exp & Services			12/4/2013
14-B0000526	444.80	COURTYARD TRAVEL	Other Operating Exp & Services			12/4/2013
14-B0000527	730.47	NEBRASKA BOOK COMPANY, INC.	Equip/Software - >\$200 <\$1,000			12/10/2013
<b>Grand Total:</b>		<b>\$2,323.77</b>				

4.16(18)

Legend: \* = Multiple Accounts for this P.O.    SP = Special Project

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM NOVEMBER 25, 2013 THROUGH DECEMBER 18, 2013  
BOARD MEETING OF JANUARY 13, 2014**

P.O. #	Amount	Description	Department	Comment
TX-CEC000202	\$15,480.40	Textbooks for Resale: Intersession and Spring 2014	CEC Bookstore	Purchased from Pearson Education. Manager Review and Approval - Thomas Bonetati - December 09, 2013
TX-DON002258	\$97,734.50	Textbooks for Resale: Intersession and Spring 2014	SAC Bookstore	Purchased from Nebraska Book Co. Manager Review and Approval - Thomas Bonetati - December 12, 2013
TX-HAWK001636	\$80,646.42	Textbooks for Resale: Intersession and Spring 2014	SCC Bookstore	Purchased from McGraw-Hill Publishing Co. Manager Review and Approval - Bill Jeffery - December 17, 2013

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: January 13, 2014
Re: Approval of Subcontract Agreements between RSCCD and CHOC/Help Me Grow, and MOMS Orange County for Early Head Start	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was funded the second year of a three-year Early Head Start renewal grant from the United States Department of Health and Human Services Administration for Children and Families. The Early Head Start program serves infants and children up to three years old and their families, and serves pregnant mothers by providing comprehensive center- and home- based services.

**ANALYSIS**

The Rancho Santiago Community College District Early Head Start Program, Help Me Grow, and MOMS Orange County will continue with their collaborative effort to meet the needs of 131 children and their families. The following are the partners involved in this undertaking:

<b><u>Contract No.</u></b>	<b><u>Subcontractor</u></b>	<b><u>Amount</u></b>
DO-14-1274-01	CHOC/Help Me Grow	\$148,250
DO-14-1274-02	MOMS Orange County	\$102,575

The project administrator is Janneth Linnell and the EHS project director is My Le Pham.

**RECOMMENDATION**

It is recommended that the board approve the subcontract agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$250,825	Board Date: January 13, 2014
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CHOC CHILDREN'S**

**Early Head Start (Grant No. 09CH9091/03)**

This Agreement is entered into on the 13<sup>th</sup> day of January 2014, between Rancho Santiago Community College District (hereinafter "RSCCD") and CHOC CHILDREN'S on behalf of HELP ME GROW OC (hereinafter "SUBRECIPIENT").

**WHEREAS**, RSCCD has received a grant entitled Early Head Start (Grant No. 09CH9091/03; CFDA No. 93.600), from the United States Department of Health and Human Services Administration for Children and Families (ACF), for the purpose of providing services to children and their families, and

**WHEREAS**, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

**WHEREAS**, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

**NOW, THEREFORE** the DISTRICT and SUBRECIPIENT do covenant and agree as follows:

**TERM**

1. The performance period and grant term is January 1, 2014 through December 31, 2014, in the amount of **\$148,250** in Operating funds. This Agreement is subject to the following: legislative authorization and availability of federal funds; the total funding is subject to the requirements and limitations of final legislative appropriation for the Head Start program for fiscal year 2014; and any other modification(s) made by RSCCD.

**PURPOSE**

2. The purpose of the program funded by this Agreement is to support Early Head Start services and is designed to improve the quality and long-term effectiveness of children and families by developing comprehensive services to the whole family which will lead to self sufficiency. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

**COMPLIANCE WITH LAW**

3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:
  - a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 45 CFR 74; 45 CFR 87; 45 CFR 1301-1310; 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS); Federal Financial Accountability and Transparency Act (FFATA) of 2006; OMB Circular A-110 Uniform Administrative Requirements for Awards and Sub-Awards With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-21 Cost

Principles for Educational Institutions; and OMB Circular A-133 Appendix B Audits of States, Local Governments and Non-Profit Organizations, Compliance Supplement; subject to the requirements of the U.S. Department of Health and Human Services Grants Policy Statement (HHS GPS) including Parts I and II;

- b. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
- c. All applicable State statutes, regulations, policies, procedures and directives;
- d. All applicable local ordinances and requirements, including use permits and licensing;
- e. Court orders applicable to its operation; and
- f. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

#### **STATEMENT OF WORK**

- 4. This Agreement is based on the Notice of Award included with this Agreement (refer to **Exhibit A**). SUBRECIPIENT agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Notice of Award in a professional, timely and diligent manner (refer to **Exhibit C**). The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Notice of Award will be controlling.

#### **MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

- 5. The parties hereto agree that those program components and service levels detailed in the aforementioned Notice of Award may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 45 CFR 74.25 (c)(2)) are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

#### **PLANS AND PROCEDURES**

- 6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

#### **REPORTS**

- 7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data.

#### **NO SUPPLANTATION**

- 8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SUBRECIPIENT shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

### **INDEPENDENT CONTRACTOR**

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

### **SUBCONTRACT ASSIGNMENT**

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

### **BUDGET SCHEDULE**

11. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached as **Exhibit B**, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

### **MODIFICATION OF BUDGET SCHEDULE**

12. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in the need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

### **TIME EXTENSIONS**

13. RSCCD will not be requesting a time extension for program activities from the U.S. Department of Health and Human Services ACF. As a result, SUBRECIPIENT will not be granted an extension. Therefore, SUBRECIPIENT must spend all of the funds allocated through this agreement within the timeframe of the agreement. Under this agreement, SUBRECIPIENT will only be reimbursed for expenses that are incurred prior to **December 31, 2014**.

### **SUBMISSION OF INVOICES**

14. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- a. Payments. Beginning upon execution of this agreement, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed **\$148,250**. Invoices should show itemized expenditures in accordance with the invoice template provided with the Agreement (refer to **Exhibit D**).

- b. Invoices. One original signed invoice should be sent to the Child Development Services Executive Director, as follows:

Janneth Linnell, Executive Director  
Child Development Services  
Rancho Santiago Community College District  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706

### **FISCAL ACCOUNTABILITY**

15. a. Financial Management System. SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT'S system shall provide fiscal control and accounting procedures that will include the following:
1. Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
  2. Effective internal controls to safeguard assets and assure their proper use;
  3. Source documentation to support accounting records; and
  4. Proper charging of costs and cost allocation.
- b. SUBRECIPIENT'S Records. SUBRECIPIENT'S records shall be sufficient to:
1. Permit preparation of required reports;
  2. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
  3. Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- c. Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:
1. Refer to **Exhibit B**.

### **PROGRAM INCOME**

16. SUBRECIPIENT must comply with **Exhibit E**, Use of Program Income, for all program income generated.

### **ANNUAL AUDIT**

17. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

### **ACCESS AND RECORDS**

18. a. Access. RSCCD, the U.S. Department of Health and Human Services ACF, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT'S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts

and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

- b. Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records that relate to 1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or 2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

### **FRAUD**

19. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

### **NONDISCRIMINATION AND COMPLIANCE PROVISIONS**

20. As a condition of this award of financial assistance under the U.S. Department of Health and Human Services ACF to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 45 CFR 84, 85, 86, 90, 91 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.
  - a. During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
  - b. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.



- c. SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

**CONFIDENTIALITY**

21. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

**PROPERTY**

22. a. Definitions

- 1. “Real Property” is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
  - 2. “Equipment”: For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is NOT considered an allowable cost without prior written approval of the Grants Officer.
- b. Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

**INDEMNIFICATION**

23. All parties to this Agreement shall mutually agree to defend, indemnify, and hold harmless the other party, it’s 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 of any of its agents or employees.

**INSURANCE**

24. SUBRECIPIENT shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT’S comprehensive general liability

insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

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

### **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

25. SUBRECIPIENT agrees to grant RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 45 CFR 74.36, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the U.S. Department of Health and Human Services ACF."

### **STANDARDS OF CONDUCT**

26. a. General Assurance. In accordance with 45 CFR 74.42 every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- b. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.
- c. Conducting Business Involving Close Personal Friends and Associates. Executives of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, or an elected official in the area, a permanent record of the transaction will be retained.
- d. Avoidance of Economic Interest. No executive or employee of SUBRECIPIENT, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

### **DRUG FREE WORKPLACE**

27. SUBRECIPIENT shall abide by the Government-wide Requirements for a Drug Free Workplace in accordance with 45 CFR 82.205. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with these requirements.

### **ENVIRONMENTAL TOBACCO SMOKE**

28. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with the requirements of the Act.

### **DEBARMENT AND SUSPENSION**

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 45 CFR Part 74.13. (**Exhibit F**)

### **TRAFFICKING VICTIMS PROTECTION ACT**

30. As required under Section 106 (g) of the TVPA as amended in 22 U.S.C. 7104(g) RSCCD retains the right to terminate this sub-agreement, without penalty, if the SUBRECIPIENT, or any of its subcontractors (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, or sub-agreement is in effect, or (ii) uses forced labor in the performance of this sub-agreement.

### **LITERATURE AND PUBLIC ANNOUNCEMENTS**

31. As required under Section 508 of Public Law 103-333, the following conditions are applicable to the SUBRECIPIENT: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to States and local governments and recipients of Federal research grants shall clearly state 1) the percentage of the total costs of the program or project which will be financed with Federal money, 2) the dollar amount of Federal funds for the program or project, and 3) the percentage and dollar amount of total costs of program or project that will be refinanced by non-governmental sources."

### **LOBBYING**

32. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 45 CFR Part 93, SUBRECIPIENT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in

connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### **BREACH – SANCTIONS**

33. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: 1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or 2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or 3) terminate this Agreement in accordance with Section 34 herein.

### **DISPUTES**

34. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Any dispute concerning any question arising under this Agreement, except as otherwise provided in this Agreement, shall be decided by RSCCD or the U.S. Department of Health and Human Services ACF. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the U.S. Department of Health and Human Services ACF, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the U.S. Department of Health and Human Services ACF, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

### **TERMINATION**

35. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD

Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD'S decision.

**TOTAL AGREEMENT**

36. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

**AMENDMENTS**

37. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

**NOTICES**

38. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States mail, postage prepaid, addressed as follows:

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

SUBRECIPIENT:        Rebecca Hernandez, Manager, Help Me Grow OC  
                                 2500 Red Hill Ave.  
                                 Suite 290B  
                                 Santa Ana, CA 92705

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

**Rancho Santiago Community College District**

By: \_\_\_\_\_  
Name: Peter J. Hardash  
Title: Vice Chancellor, Business/Fiscal Services  
Date: \_\_\_\_\_

**CHOC CHILDREN'S**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Operating Officer  
Date: \_\_\_\_\_  
95-2321786  
Employer/Taxpayer Identification Number (EIN)

**HELP ME GROW OC**

By: \_\_\_\_\_  
Name: Rebecca Hernandez, MSEd  
Title: Manager  
Date: \_\_\_\_\_  
95-2321786  
Employer/Taxpayer Identification Number (EIN)

Board approval date: January 13, 2014

## LIST OF EXHIBITS

EXHIBIT A	EARLY HEAD START NOTICE OF AWARD
EXHIBIT B	OPERATING BUDGET
EXHIBIT C	SCOPE OF WORK
EXHIBIT D	INVOICE TEMPLATE
EXHIBIT E	USE OF PROGRAM INCOME
EXHIBIT F	SYSTEM FOR AWARD MANAGEMENT (SAM)

Department of Health and Human Services  
Administration for Children and Families  
Notice of Award (NOA)

SAI NUMBER: EXHIBIT A

PMS DOCUMENT NUMBER:  
09CH909103

1. AWARDING OFFICE: OA/OGM/Region IX		2. ASSISTANCE TYPE: Discretionary Grant		3. AWARD NO.: 09CH9091/03		4. AMEND. NO.:		
5. TYPE OF AWARD: SERVICE			6. TYPE OF ACTION: Non-competing Continuation			7. AWARD AUTHORITY: 42 USC 9801 ET SEQ.		
8. BUDGET PERIOD: 01/01/2014 THRU 12/31/2014			9. PROJECT PERIOD: INDEFINITE			10. CAT NO./CFDA: 93.600 ...		
11. RECIPIENT ORGANIZATION: Rancho Santiago Community College District 2323 North Broadway, Suite 350 Santa Ana CA 92706 1640 DR Raul Rodriguez, Board Chair						12. PROJECT / PROGRAM TITLE: Early Head Start  DEC - 9 2013		
13. COUNTY: ORANGE			14. CONGR. DIST: 47		15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Janneth Linnell , Executive Director			

16. APPROVED BUDGET:				17. AWARD COMPUTATION:			
Personnel.....	\$	431,799		A. NON-FEDERAL SHARE.....	\$	211,652	20.00 %
Fringe Benefits.....	\$	182,266		B. FEDERAL SHARE.....	\$	846,606	80.00 %
Travel.....	\$	14,250		18. FEDERAL SHARE COMPUTATION:			
Equipment.....	\$	0		A. TOTAL FEDERAL SHARE.....	\$	846,606	
Supplies.....	\$	17,440		B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$	847	
Contractual.....	\$	155,509		C. FED. SHARE AWARDED THIS BUDGET PERIOD..	\$	845,759	
Facilities/Construction.....	\$	0		19. AMOUNT AWARDED THIS ACTION:			
Other.....	\$	16,700		\$ 845,759			
Direct Costs.....	\$	817,964		20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:			
Indirect Costs.....	\$	28,642		\$			
At % of \$				21. AUTHORIZED TREATMENT OF PROGRAM INCOME:			
In Kind Contributions.....	\$	0		ADDITIONAL COSTS			
Total Approved Budget(**)..	\$	846,606		22. APPLICANT EIN:	23. PAYEE EIN:	24. OBJECT CLASS:	
				1-952696799-A1	1-952696799-A1	41.51	

25. FINANCIAL INFORMATION:						DUNS: 076070283	
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %	
OGM	09CH909103	75-4-1536	2014 G094121	\$21,768			
OGM	09CH909103	75-4-1536	2014 G094125	\$823,991			
OGM	09CH909101	75-2-1536	2012 G094125		(\$847)		
OGM	09CH909103	75-2-1536	2012 G094125		\$847		

26. REMARKS: (Continued on separate sheets)

Client Population: 131.  
Number of Delegates: 0.  
Paid by DHHS Payment Management System (PMS), see attached for payment information.  
This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.  
This includes requirements in Parts I and II (available at <http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf>) of the HHS GPS.

27. SIGNATURE - ACF GRANTS OFFICER		DATE:	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY	
Martin L. Tom		12/4/13	Pearl W. Wong 12/3/13	
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)			DATE:	
Jan Y. Len, Regional Program Manager, Office of Head Start - Region IX			12/13/13	



**Department of Health and Human Services  
Administration for Children and Families  
Notice of Award (NOA)**

SAI NUMBER: **EXHIBIT A**

PMS DOCUMENT NUMBER:  
09CH909103

<b>1. AWARDING OFFICE:</b> OA/OGM/Region IX		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 09CH9091/03	<b>4. AMEND. NO.</b>
<b>5. TYPE OF AWARD:</b> SERVICE	<b>6. TYPE OF ACTION:</b> Non-competing Continuation		<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ.	
<b>8. BUDGET PERIOD:</b> 01/01/2014 THRU 12/31/2014		<b>9. PROJECT PERIOD:</b> 09/30/2011 THRU		<b>10. CAT NO./CFDA:</b> 93.600
<b>11. RECIPIENT ORGANIZATION:</b> Rancho Santiago Community College District				

**26. REMARKS:** (Continued from previous page)

Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in the HHS GPS.  
 This award is subject to requirements or limitations in any applicable Appropriations Act.  
 This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).  
 For the full text of the award term, go to <https://www.acf.hhs.gov/grants/discretionary-competitive-grants>.  
 This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS).  
 For full text go to <https://www.acf.hhs.gov/grants/discretionary-competitive-grants>.  
 This award is subject to requirements as set forth in 2 CFR 25.110.  
 For full text go to [http://www.acf.hhs.gov/grants/msg\\_sf425.html](http://www.acf.hhs.gov/grants/msg_sf425.html).  
 This grant is subject to the requirements as set forth in 45 CFR Part 87.  
 Attached are terms and conditions, reporting requirements, and payment instructions.  
 Initial expenditure of funds by the grantee constitutes acceptance of this award.  
 This award is subject to HHS regulations codified at 45 CFR 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309 and 1310. (\*\*\*) Reflects only federal share of approved budget.  
 Due to funding limitations under the continuing resolution for Fiscal Year (FY) 2014, this grant action awards partial funds under Common Accounting Numbers (CAN) G094121 and G094125 for the budget period. The projected annual funding level in FY 2014 for Early Head Start operations is \$1,649,675, and the training and technical assistance allocation is \$43,536. The balance of the funds will be awarded when funds are available, subject to the final appropriation for the Head Start program for FY 2014.

This action is offset by PY01 unobligated funds in G094125 for \$847 as reported on the Final SF-425 dated July 15, 2013.

Designated Early Head Start service area: Orange County, CA: city of Santa Ana.  
 Approved program options: Center-based/Home-based proposed in the grant application.

This grant is subject to the requirements for contribution of the non-Federal share match and approval of key staff, the limitations on development and administrative costs and employee compensation, and prior approval for the purchase, construction and major renovation of facilities as specified in Attachment 1.

**Attachment 1**

Award Number: 09CH9091/03

Recipient Organization: Rancho Santiago Community College District

The grantee is required to submit one semi-annual SF-425 report, one annual SF-425 report, and one final SF-425 report. For Rancho Santiago Community College District SF-425 reports must be received by:

- Semi-Annual Report: 07/30/2014
- Annual Report: 01/30/2015
- Final Report: 04/30/2015

This grant is subject to Section 640(b) of the Head Start Act and 45 C.F.R. § 1301.20 requiring a non-Federal match of 20 percent of the total cost of the program. This grant is also subject to the requirements in Section 644(b) of the Head Start Act and 45 C.F.R. § 1301.32 limiting development and administrative costs to a maximum of 15 percent of the total costs of the program, including the non-Federal share contribution of such costs. The requirements for a non-Federal match of 20 percent and the limitation of 15 percent for development and administrative costs apply to the 01/01/2014-12/31/2014 budget period unless a waiver is approved. Any request for a waiver of the non-Federal share match, or a portion thereof, that meets the conditions under Section 640(b)(1)-(5) of the Head Start Act or 45 C.F.R. Section § 1301.21 or a waiver of the limitation on development and administrative costs that meets the conditions under 45 C.F.R. § 1301.32(g) must be submitted in advance of the end of the budget period. Any waiver request submitted after the expiration of the five-year project period will not be considered.

The HHS GPS (II-56) (see above and 45 C.F.R. § 74.25(c)(2) and 45 C.F.R. § 92.30(d)(3) (as applicable) provide the authority to ACF to approve key staff of Head Start grantees. For the purposes of this grant, key staff is defined as the Head Start Director or person carrying out the duties of the Head Start Director if not under that title and the Chief Executive Officer, Executive Director and/or Chief Fiscal Officer if any of those positions is funded, either directly or through indirect cost recovery, more than 50 percent with Head Start funds.

Section 653 of the Head Start Act prohibits the use of any Federal funds, including Head Start grant funds, to pay any portion of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule, currently \$179,700.

Prior approval must be obtained under 45 C.F.R. Part 1309 to use Head Start grant funds for the initial or ongoing purchase, construction and major renovation of facilities. No Head Start grant funds may be used toward the payment of one-time expenses, principal and interest for the acquisition, construction or major renovation of a facility without the express written approval of the Administration for Children and Families.

The ECLKC Grantee and Delegate Profile must be updated quarterly, per ACF-IM-07-04.



DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

EXHIBIT A

Refer to:

Office of Head Start  
Region IX  
90 - 7th Street, 9th Floor  
San Francisco, CA 94103

Dear Grantee:

We are pleased to confirm that a grant has been approved to assist your agency in financing the **Early Head Start program** as referred to in the enclosed Notice of Award (NOA). This grant is made subject to the terms and conditions described in the enclosed NOA.

Please access the following website and carefully read the "Standard Terms and Conditions – Discretionary Grants." It lists the applicable Department of Health and Human Services (DHHS) and Administration for Children and Families (ACF) regulations and policies applicable to your grant.

<http://dhhs.gov/asfr/ogapa/aboutog/grantsnet.html>

Payments under this award will be made through the DHHS Payment Management System (PMS). The PMS staff will be able to guide you on their requirements and can be reached at:

DHHS Payment Management System  
P.O. Box 6021  
Rockville, MD 20852  
Phone: (301) 443-1660  
Internet – WWW Homepage: <http://www.dpm.psc.gov>

If the grant includes Special Conditions, you must provide a written response within the time frames specified on the grant award.

If you have any programmatic or monitoring questions regarding this award, please call your assigned Program Specialist.

If you have any questions regarding the business aspects of this award, please contact your assigned Financial Operations Specialist.

Sincerely,

Jan Len, Regional Program Manager  
Office of Head Start – Region IX

Martin Tom, Grants Officer  
Office of Grants Management

Enclosures

<b>Contracted Service - Help Me Grow</b> <b>Performance Period: 1/1/14 – 12/31/14</b>	<b>Original Budget</b>
<b>Family Care Coordinator (2) 100% - TBD, Cristina Saldana</b> Required BA Early Childhood or related field. Bilingual Spanish/English. Responsible for referrals, care coordination and family partnership agreements. Maintains accurate records for their work in Child Plus and STAR	Salary \$80,080 Benefits \$39,239  <b>Total: \$119,319</b>
<b>PT Administrative Assistant - Nydia Saenz-.5 FTE</b> Requires a high school diploma. Responsible for maintaining accurate records, invoice support and additional office duties.	Salary \$19,125 Benefits \$9,371  <b>Total: \$28,496</b>
<b>Transportation/Mileage</b> Includes costs for mileage/parking, etc. (0.565 cents/mile).	<b>\$435</b>
<b>TOTAL CONTRACTED SERVICES</b>	<b>\$148,250</b>

## BACKGROUND

EHS provides services to pregnant women and expectant families, and to the child from birth to age three, in a variety of service delivery models and in diverse settings. The goal of serving pregnant women and expectant families in the Early Head Start is to provide early, continuous, intensive, and comprehensive child development and family support services. Services include early and continuous risk assessments, health promotion and treatment, including medical and dental examinations as early in the pregnancy as possible, as well as mental health interventions and follow-up as needed.

## PURPOSE

The purpose of this scope of work is to outline provisions, through a subcontract agreement with Help Me Grow (HMG). Help Me Grow is part of the developmental and behavioral services system and through partnerships, referrals and care coordination regularly touches and connects with all of the developmental service and social service agencies in Orange County. The program design is to concentrate on accessing services for young children ages 0-5 and to navigate the maze for families while reducing the stress associated with these daunting tasks. HMG will provide an overarching support for approximately **131** children ages 0-3 and their families as defined by the Early Head Start Performance Standards to the three direct service providers:

- 1) RSCCD Santa Ana College/ Early Childhood Education Center for center-based services for **46** infants and toddlers
- 2) RSCCD home-based services for **60** infants and toddlers
- 3) MOMS Orange County for prenatal care and support to 25 mothers and their babies through health screenings, developmental screenings, and one-on-one education and support during pregnancy and possibly through the baby's first birthday as needed

All subcontracted providers must comply with all applicable statutes, regulations, policies, and procedures, inclusive of any changes made to the Head Start and Early Head Start Programs as a result of enacted legislation, duly promulgated regulations, or

policies enacted by the federal and/or state government, RSCCD Child Development Department, and/or Board.

Funds must be used in the support of enrolled EHS families to perform home-based and center-based services to improve the quality of programs for children in Early Head Start. All subcontractors must work collaboratively with RSCCD staff in data gathering projects designed to identify and validate the wide range of comprehensive services.

## **TERM**

The performance period and grant term is **January 1, 2014 through December 31, 2014**, in the amount of **\$148,250** in Operating funds. This Agreement is subject to the following: legislative authorization and availability of federal funds; the total funding is subject to the requirements and limitations of final legislative appropriation for the Head Start program for fiscal year 2014; and any other modification(s) made by RSCCD.

## **REPORTING**

In order to recognize accomplishments, identify challenges, and inform of future funding decisions, mid and end-of-year progress reports may be required. These reports will provide RSCCD with information regarding the successes and challenges in meeting grant goals and objectives.

Subcontractors must do the following:

- Maintain separate and auditable records for each project.
- Maintain time and attendance records to support payrolls.
- Maintain time distribution records for salaries and wages of employees that are chargeable to more than EHS program.
- Administer funds in compliance with relevant federal, state and local laws, regulations, and/or policies.
- Ensure that Early Head Start funding is expended in accordance with the parameters of the EHS application and RSCCD policies.

- Ensure accurate accounting of Early Head Start funds including but not limited to tracking direct service expenditures.
- Respond to any fiscal queries from RSCCD.
- Designate an Early Head Start contact person as the main point of contact. The Early Head Start contact person is responsible for disseminating all relevant information to the proper participating programs. The contact person must attend all relevant EHS trainings and meetings. If the contact person is not available year round, a designee must be identified by HMG to carry out program activities in their absence.
- Verify that program meets the required EHS performance standards as it pertains to HMG's scope of work.
- Submit all RSCCD required data reports by defined due dates.
- Maintain confidential client files, which shall include but are not limited to: children and their families that are referred to HMG Family Services Care Coordinator, referrals provided, care coordination that occurred and follow-up regarding outcomes of referrals.
- Adhere to all applicable policies and procedures set forth and approved by the EHS Policy Council and the Governing Body.
- Actively participate in program monitoring and self-assessment of all applicable content areas as well as the identification and correction of any and all findings.
- Ensure that Family Service Care Coordinators have background clearances on file and that they are accessible as needed.

## **APPROACH**

HMG is part of the Children's Hospital of Orange County (CHOC)/University of California Irvine (UCI) Neurodevelopmental programs. HMG will provide three key services as part of the RSCCD EHS model:

- 1) Care coordination and related documentation, referrals, follow-up care coordination for developmental, health, mental health, and all other social family supports needed by the pregnant mothers, infant/toddler and other family members. This will be provided on-site or by phone, and in collaboration with

each partner to reduce the risks of an expectant mother, her infant, a center-based infant/toddler or family member, or a home-based infant/toddler or family member falling through the cracks;

- 2) Provide training to all EHS designated staff (i.e. teachers, home visitors, coordinators) on how to administer the Ages and Stages Questionnaires (ASQ) developmental screening and ASQ: Social-emotional tools; and
- 3) Support in the interpretation of the results for each completed ASQ and ASQ: SE to identify the appropriate intervention process.

This will help in the identification of children at risk for developmental delay and optimize prompt diagnostic services and follow-up. The family service and care coordination components of the program will regularly refresh their skills, knowledge, and data resources that support the provision of direct counseling services and/or referrals.

At every entry point the ASQ is used to help determine if a child needs additional developmental or behavioral supports and services. The ASQ tool determines if the developing infant toddler is reaching major developmental milestones in a timely way. Infants are “scored” in five areas: (1) communication, (2) gross motor, (3) fine motor, (4) problem solving, and (5) personal-social. Scores in each area are compared to a scientifically validated threshold indicating “normal” development. Scores falling below the numerical threshold in an area triggers a referral if more rigorous assessment is needed. The referrals will be made by the care coordinator and if the family support staff is unable to meet the need of the child, the support of other community partners such as the local school districts, dental and health providers, and even behavior specialists will be enlisted.

**PROFESSIONAL DEVELOPMENT:** Prior to starting home visits, all staff will receive additional days of training from site coordinators and partners so that they understand all necessary aspects of emergent learning approaches and the child- and family-centered approach to setting goals based on family needs. This training will also help staff to learn how to take a more active role in referrals, to confirmed service to families



in the areas of physical, dental, mental health and the management and remediation of disabilities. All designated staff will participate in all applicable EHS pre-service trainings, in-service trainings, and related conferences.

**KEY STAFF****Manager**

Requires: Masters Education, Health, Business or related field fully responsible for EHS HMG program, program oversight, compliance, implementation, and evaluation. Meets regularly with RSCCD and MOMS staff related to case management and on-going Performance Standards compliance.

**Family Services Care Coordinator**

Required: BA Early Childhood or related field/bilingual Spanish. Responsible for delivery of referrals and care coordination for health and social services to enrolled EHS children and their families. Act as a team member with staff and parents to provide integrated services to children and families. Maintain individual child and family records and statistics of service provision for an assigned caseload and compiles data for program reports. Work collaboratively with other service providers - MOMS and RSCCD.

**Community Liaison**

Requires: BA in Education or related field.

Will develop relationships with and between community partners providing services to children and their families; will create and maintain inventory of community developmental services. Engage in a process of collaborative partnership-building with professionals in contact with EHS parents to establish mutual trust and to identify family goals, strengths, and necessary services and other supports.

**EPIC Coordinator**

Requires: Masters Education, Mental Health, Nursing, Social Work or related field.

Responsibilities: Provide training and technical support to EHS staff including developmental (ASQ) and behavioral (ASQ: SE) screening.

### **Administrative Assistant**

Requires: Requires high school diploma. Works with EHS and HMG team members and supports administrative duties.

### **Scope of Work Specific to Help Me Grow**

- 1) HMG Manager will participate on EHS Leadership Team.
- 2) HMG will provide two Bilingual Family Services Care Coordinators, one assigned to the center based site and the second assigned to the in-home visitors (RSCCD home base and MOMS).
- 3) Family Service Care Coordinators will be responsible for:
  - Accepting referral from EHS staff on families identified with a need.
  - Reaching families via phone, on-site meeting, socializations site or possible home visit with the teacher to discuss the need identified.
  - Identify available resources by searching the resource inventory, Community Liaison consultation, case conference meeting or other consultation and research including but not limited to Health Consultant, Mental Health Consultant, Education/Disabilities Associate Director and Nutrition Consultant.
  - Connect the EHS families to the identified resources.
  - Follow-up and provide care coordination to ensure families are connected to a service.
  - Enter the referrals and outcomes in Child Plus.
  - Work closely with the Parent Services/ERSEA Associate Director to ensure child and/or identified with Family Partnership agreements are addressed in a timely manner and provide additional support as needed.
  - Support Health Consultant on the entry of health records in Child Plus.

U.S. Department of Health and Human Services, Administration for Children and Families  
Grant Award -Sub-Recipient Invoice

Project Title: Early Head Start (EHS) - Operating  
 PR/AWARD NUMBER: 09CH9091/03 INVOICE NO.: \_\_\_\_\_  
 AWARD/BUDGET PERIOD: 01 Year BUDGET DATE: 01/01/2014 - 12/31/2014

SUB RECIPIENT NAME: Help Me Grow/CHOC  
 ADDRESS: 2500 Red Hill Ave., Suite 290B  
 CITY: Santa Ana, CA 92705

Invoicing Period: from: \_\_\_\_\_ to: \_\_\_\_\_ RSCCD PO No. \_\_\_\_\_

Budget Categories	Contracted Amount	Adjusted Amount	Current Period*	Year-to-Date	Remaining Balance Year Grant
Personnel	99,205		-		-
Fringe Benefits	48,610	-	-		-
Travel/Mileage	435	-	-		-
Equipment	0	-	-		-
Supplies	0	-	-		-
Trainings	0	-	-		-
Phone	0	-	-		-
Other	0	-	-		-
<b>Grand Total</b>	<b>148,250</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

\* attach separate worksheet detailing these costs.

Total Invoiced (before this invoice) \$ -  
 Current Invoice \$ -

I certify that the information in this statement is correct to the best of my knowledge and the amounts invoiced herein are made in accordance with conditons of the contract.

\_\_\_\_\_  
 AUTHORIZED SIGNATURE - Sub- Recipient

\_\_\_\_\_  
 Name and Title Date

**Below is for RSCCD use only**

\_\_\_\_\_  
 My Le Pham - Recipient Project Director

\_\_\_\_\_  
 Date

**Rancho Santiago Community College District**  
**U.S. Department of Health and Human Services, Administration for Children and Families -**  
**Grant Award 09CH9091/03 - Sub-Recipient Invoice-Worksheet Detail Format**  
**Project Title: Early Head Start (EHS)**

**Sub-recipient name:** Help Me Grow/CHOC - Operating  
**Attachment to invoice no.** \_\_\_\_\_  
**Invoicing period:** \_\_\_\_\_

**AWARD/BUDGET PERIOD:** \_\_\_\_\_

Expenditures	Description	SUB-TOTAL AMOUNT	Total AMOUNT
<b>Personnel</b>			
<b>Salaries</b>			
<b>Employee Name:</b>	_____	0	
Position Title:	_____		
Pay period	_____		
<b>Employee Name:</b>	_____	0	
Position Title	_____		
Pay period	_____		
<b>Total Salaries</b>			-
<b>Benefits</b>			
<b>Employee Name:</b>	_____		
	Rate		
PERS		0	
STRS		0	
OASDI		0	
Medicare		0	
SUI		0	
Workers Com		0	
Retirement		0	
Other Fringe Benefits		0	
Health		0	
<b>Total Fringe Benefits</b>			-
<b>Employee Name:</b>	_____		
	Rate		
PERS		0	
STRS		0	
OASDI		0	
Medicare		0	
SUI		0	
Workers Com		0	
Retirement		0	
Other Fringe Benefits		0	
Health		0	
<b>Total Fringe Benefits</b>			0
<b>Total Fringe Benefits of Personnel</b>			-
<b>Other Costs</b>			
<b>Travel</b>			
Payee:/Vendors Name:	_____		
Description of expense	_____		
Check No.	_____		
Amount paid			0
<b>Supplies</b>			
Payee:/Vendors Name:	_____		
Description of expense	_____		
Check No.	_____		
Amount paid			0
<b>Contractual</b>			
Payee:/Vendors Name:	_____		
Description of expense	_____		
Check No.	_____		
Amount paid			0
<b>Other</b>			
Payee:/Vendors Name:	_____		
Description of expense	_____		
Check No.	_____		
Amount paid			0
<b>Total Other Costs</b>			0
<b>Grand Total (must equal to current invoice amount)</b>			<b>\$0.00</b>

[Code of Federal Regulations]  
[Title 45, Volume 1]  
[Revised as of October 1, 2009]  
From the U.S. Government Printing Office via GPO Access  
[CITE: 45CFR74.24]

TITLE 45--PUBLIC WELFARE  
SUBTITLE A--DEPARTMENT OF HEALTH AND HUMAN SERVICES

PART 74 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR AWARDS AND SUBAWARDS TO INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, OTHER NONPROFIT ORGANIZATIONS, AND COMMERCIAL ORGANIZATIONS—

Subpart C Post-Award Requirements  
Sec. 74.24 Program income.

(a) The standards set forth in this section shall be used to account for program income related to projects financed in whole or in part with Federal funds.

[[Page 234]]

(b) Except as provided below in paragraph (h) of this section, program income earned during the project period shall be retained by the recipient and, in accordance with the terms and conditions of the award, shall be used in one or more of the following ways:

- (1) Added to funds committed to the project or program, and used to further eligible project or program objectives;
- (2) Used to finance the non-Federal share of the project or program; or
- (3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based.

(c) When the HHS awarding agency authorizes the disposition of program income as described in paragraph (b)(1) or (b)(2) of this section, program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3) of this section.

(d) In the event that the HHS awarding agency does not specify in the terms and conditions of the award how program income is to be used, paragraph (b)(3) of this section shall apply automatically to all projects or programs except research. For awards that support performance of research work, paragraph (b)(1) of this section shall apply automatically unless:

- (1) The HHS awarding agency indicates in the terms and conditions of the award another alternative; or
- (2) The recipient is subject to special award conditions under Sec. 74.14; or
- (3) The recipient is a commercial organization (see Sec. 74.82).

(e) Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the Federal Government regarding program income earned after the end of the project period.

(f) Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

(g) Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards. (See Sec. Sec. 74.30 through 74.37, below).

(h) The Patent and Trademark Laws Amendments, 35 U.S.C. section 200-212, apply to inventions made under an award for performance of experimental, developmental, or research work. Unless the terms and conditions for the award provide otherwise, recipients shall have no obligation to HHS with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under an award. However, no scholarship, fellowship, training grant, or other funding agreement made primarily to a recipient for educational purposes will contain any provision giving the Federal agency rights to inventions made by the recipient.

CHILDREN'S HEALTHCARE OF CALIFORNIA	455 S MAIN ST
DUNS: 796024966 CAGE Code: 4CZW2	ORANGE, CA, 92868-3835 ,
Status: Active	UNITED STATES

**Entity Overview**

Entity Information

**Name:** CHILDREN'S HEALTHCARE OF CALIFORNIA  
**Business Type:** Business or Organization  
**POC Name:** Brent Dethlefs  
**Registration Status:** Active  
**Activation Date:** 08/15/2013  
**Expiration Date:** 08/15/2014

Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1425.20131220-1428

WWW6

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CHILDREN'S HEALTHCARE OF CALIFORNIA 455 S MAIN ST  
 DUNS: 796024966 CAGE Code: 4CZW2 ORANGE, CA, 92868-3835 ,  
 Status: Active UNITED STATES

**Entity Record**

Entity Record

Please see below for the entire Entity Registration record. If you would like have a copy of this list please use the **Print** button.

PRINT

Current Record

[VIEW HISTORICAL RECORD](#)

DUNS Number: 796024966  
 D&B Legal Business Name: CHILDREN'S HEALTHCARE OF CALIFORNIA  
 Doing Business As: (none)

**Core Data**

[\[Expand All\]](#) | [\[Collapse All\]](#)

**Business & TIN Information:**

**Business Information:**

Business Start Date: 01/30/1964  
 Fiscal Year End Close Date: 06/30  
 Company Division Name:  
 Company Division Number:  
 Corporate URL: http://www.choc.org  
 Congressional District: 46  
 Registration Date: 04/05/2006  
 Activation Date: 08/15/2013  
 Expiration Date: 08/15/2014  
 Renewal Date: 08/15/2013

**Physical Address:**

Address Line: 455 S MAIN ST  
 City: ORANGE  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92868 - 3835

**Mailing Address:**

Address Line: 455 SOUTH MAIN STREET  
 City: ORANGE  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92868 - 3874

**CAGE/NCAGE Code**

CAGE: 4CZW2

**General Information**

Country of Incorporation: UNITED STATES  
 State of Incorporation: CA

**Business Types**

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

**Entity Structure**

Corporate Entity (Tax Exempt)

**Profit Structure**

Non-Profit Organization

**Entity Type**

Business or Organization

**Purpose of Registration**

All Awards

**Other Entity Qualifiers**

**Early Head Start Grant**  
**Grant Award No. 09CH9091/03**  
**DO-14-1274-01**

5.1 (29)

Hospital

**Financial Information**

Do you accept credit cards as a method of payment? Yes

**Account Details:**

CAGE Code: 4CZW2

**Electronic Funds Transfer:****Automated Clearing House (ACH):****Executive Compensation Questions****Proceedings Questions****Information Opt-Out**

I authorize my entity's information to be displayed in SAM's Public Search: Yes

**Representations and Certifications**[\[Expand All\]](#) | [\[Collapse All\]](#)**Representations and Certifications:**

I have read each of the FAR and DFARS provisions presented below. By submitting this certification I, Brent Dethlefs, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to penalties if I misrepresent CHILDREN'S HEALTHCARE OF CALIFORNIA in any of the below representations or certifications to the Government.

**READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read; they do not require completion of any data. Please note that when certifying at the bottom of the page, you are also certifying that you have read each one of these provisions.**

[FAR 52.203-11](#): Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

[FAR 52.222-38](#): Compliance with Veterans Employment Reporting Requirements

[FAR 52.223-1](#): Biobased Product Certification

[FAR 52.225-20](#): Prohibition on Conducting Restricted Business Operations in Sudan-Certification

[FAR 52.225-25](#): Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

[FAR 52.227-6](#): Royalty Information (Alternate I)

[FAR 52.209-2](#): Prohibition on Contracting with Inverted Domestic Corporations-Representation

**The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.**

[FAR 52.203-2](#): Certificate of Independent Price Determination.

[FAR 52.204-3](#): Taxpayer Identification

[FAR 52.204-5](#): Women-Owned Business (Other Than Small Business)

[FAR 52.209-5](#): Certification Regarding Responsibility Matters

[FAR 52.212-3](#): Offeror Representations and Certifications -Commercial Items (Alternate I & II)

If no NAICS table is displayed, this registrant may not be considered a small business.

[FAR 52.214-14](#): Place of Performance-Sealed Bidding

[FAR 52.215-6](#): Place of Performance

**Early Head Start Grant  
Grant Award No. 09CH9091/03  
DO-14-1274-01**

5.1 (30)



[FAR 52.219-1](#): Small Business Program Representations (Alternate I)

If no NAICS table is displayed, this registrant may not be considered a small business.

[FAR 52.219-2](#): Equal Low Bids

[FAR 52.219-22](#): Small Disadvantaged Business Status (Alternate I)

If no NAICS table is displayed, this registrant may not be considered a small business.

[FAR 52.222-18](#): Certification Regarding Knowledge of Child Labor for Listed End Products

[FAR 52.222-22](#): Previous Contracts and Compliance Reports

[FAR 52.222-25](#): Affirmative Action Compliance

[FAR 52.222-48](#): Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification

[FAR 52.222-52](#): Exemption from Application of the Service Contract Act to Contracts for Certain Services- Certification

[FAR 52.223-4](#): Recovered Material Certification

[FAR 52.223-9](#): Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

[FAR 52.225-2](#): Buy American Act Certificate

[FAR 52.225-4](#): Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Alternate I, II & III)

[FAR 52.225-6](#): Trade Agreements Certificate

[FAR 52.226-2](#): Historically Black College or University and Minority Institution Representation

[FAR 52.227-15](#): Representation of Limited Rights Data and Restricted Computer Software

Point of Contact

[\[Expand All\]](#) | [\[Collapse All\]](#)

**Mandatory Point of Contact:**

**Accounts Receivable POC**

**Electronic Business POC**

Title:  
 First Name: Phuong  
 Middle Name:  
 Last Name: Dao  
 US Phone: (714)509-4341  
 Extension:  
 NON US Phone:  
 Notes:  
 Address Line 1: CHILDREN'S HOSPITAL OF ORANGE COUNTY  
 City: ORANGE  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92868 - 3874

**Government Business POC**

Title:  
 First Name: Brent  
 Middle Name:  
 Last Name: Dethlefs  
 US Phone: (714)509-4341  
 Extension:  
 NON US Phone:  
 Notes:  
 Address Line 1: CHILDREN'S HOSPITAL OF ORANGE COUNTY  
 City: ORANGE  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92868 - 3874

**Early Head Start Grant**  
**Grant Award No. 09CH9091/03**  
**DO-14-1274-01**

5.1 (31)

**Optional Point of Contact:**

**Past Performance POC**

Title:  
 First Name: Don  
 Middle Name:  
 Last Name: Noble  
 US Phone: (714)509-4071  
 Extension:  
 NON US Phone:  
 Notes:  
 Address Line 1: CHILDREN'S HOSPITAL OF ORANGE COUNTY  
 City: ORANGE  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92868 - 3874

**Past Performance Alternate POC**

Title:  
 First Name: Don  
 Middle Name:  
 Last Name: Noble  
 US Phone: (714)509-4038  
 Extension:  
 NON US Phone:  
 Notes:  
 Address Line 1: CHILDREN'S HOSPITAL OF ORANGE COUNTY  
 City: ORANGE  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92868 - 3874

**Electronic Business Alternate POC**

Title:  
 First Name: BRENT  
 Middle Name:  
 Last Name: Dethlefs  
 US Phone: (714)509-4341  
 Extension:  
 NON US Phone:  
 Notes:  
 Address Line 1: CHILDREN'S HOSPITAL OF ORANGE COUNTY  
 City: ORANGE  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92868 - 3874

**Government Business Alternate POC**

Title:  
 First Name: Phuong  
 Middle Name:  
 Last Name: Dao  
 US Phone: (714)509-4341  
 Extension:  
 NON US Phone:  
 Notes:  
 Address Line 1: CHILDREN'S HOSPITAL OF ORANGE COUNTY  
 City: ORANGE  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92868 - 3874

SAM | System for Award Management 1.0

IBM v1.1425.20131220-1428

WWW6

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
MOMS Orange County**

**Early Head Start (Grant No. 09CH9091/03)**

This Agreement is entered into on the 13<sup>th</sup> day of January 2014, between Rancho Santiago Community College District (hereinafter “RSCCD”) and MOMS Orange County (hereinafter “SUBRECIPIENT”).

**WHEREAS**, RSCCD has received a grant entitled Early Head Start (Grant No. 09CH9091/03; CFDA No. 93.600), from the United States Department of Health and Human Services Administration for Children and Families (ACF), for the purpose of providing services to children and their families, and

**WHEREAS**, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

**WHEREAS**, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

**NOW, THEREFORE** the DISTRICT and SUBRECIPIENT do covenant and agree as follows:

**TERM**

1. The performance period and grant term is January 1, 2014 through December 31, 2014, in the amount of **\$102,575** in Operating funds. This Agreement is subject to the following: legislative authorization and availability of federal funds; the total funding is subject to the requirements and limitations of final legislative appropriation for the Head Start program for fiscal year 2014; and any other modification(s) made by RSCCD.

**PURPOSE**

2. The purpose of the program funded by this Agreement is to support Early Head Start services and is designed to improve the quality and long-term effectiveness of children and families by developing comprehensive services to the whole family which will lead to self sufficiency. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

**COMPLIANCE WITH LAW**

3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:
  - a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 45 CFR 74; 45 CFR 87; 45 CFR 1301-1310; 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS); Federal Financial Accountability and Transparency Act (FFATA) of 2006; OMB Circular A-110 Uniform Administrative Requirements for Awards and Sub-Awards With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-21 Cost

Principles for Educational Institutions; and OMB Circular A-133 Appendix B Audits of States, Local Governments and Non-Profit Organizations, Compliance Supplement; subject to the requirements of the U.S. Department of Health and Human Services Grants Policy Statement (HHS GPS) including Parts I and II;

- b. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
- c. All applicable State statutes, regulations, policies, procedures and directives;
- d. All applicable local ordinances and requirements, including use permits and licensing;
- e. Court orders applicable to its operation; and
- f. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

#### **STATEMENT OF WORK**

- 4. This Agreement is based on the Notice of Award included with this Agreement (refer to **Exhibit A**). SUBRECIPIENT agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Notice of Award in a professional, timely and diligent manner (refer to **Exhibit C**). The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Notice of Award will be controlling.

#### **MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

- 5. The parties hereto agree that those program components and service levels detailed in the aforementioned Notice of Award may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 45 CFR 74.25 (c)(2)) are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

#### **PLANS AND PROCEDURES**

- 6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

#### **REPORTS**

- 7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data.

#### **NO SUPPLANTATION**

- 8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SUBRECIPIENT shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

### **INDEPENDENT CONTRACTOR**

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

### **SUBCONTRACT ASSIGNMENT**

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

### **BUDGET SCHEDULE**

11. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached as **Exhibit B**, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

### **MODIFICATION OF BUDGET SCHEDULE**

12. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in the need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Service ACF.

### **TIME EXTENSIONS**

13. RSCCD will not be requesting a time extension for program activities from the U.S. Department of Health and Human Services ACF. As a result, SUBRECIPIENT will not be granted an extension. Therefore, SUBRECIPIENT must spend all of the funds allocated through this agreement within the timeframe of the agreement. Under this agreement, SUBRECIPIENT will only be reimbursed for expenses that are incurred prior to **December 31, 2014**.

### **SUBMISSION OF INVOICES**

14. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- a. Payments. Beginning upon execution of this agreement, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed **\$102,575**. Invoices should show itemized expenditures in accordance with the invoice template provided with the Agreement (refer to **Exhibit D**).

- b. Invoices. One original signed invoice should be sent to the Child Development Services Executive Director, as follows:

Janneth Linnell, Executive Director  
Child Development Services  
Rancho Santiago Community College District  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706

### **FISCAL ACCOUNTABILITY**

15. a. Financial Management System. SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT'S system shall provide fiscal control and accounting procedures that will include the following:
1. Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
  2. Effective internal controls to safeguard assets and assure their proper use;
  3. Source documentation to support accounting records; and
  4. Proper charging of costs and cost allocation.
- b. SUBRECIPIENT'S Records. SUBRECIPIENT'S records shall be sufficient to:
1. Permit preparation of required reports;
  2. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
  3. Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- c. Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:
1. Refer to **Exhibit B**.

### **PROGRAM INCOME**

16. SUBRECIPIENT must comply with **Exhibit E**, Use of Program Income, for all program income generated.

### **ANNUAL AUDIT**

17. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

### **ACCESS AND RECORDS**

18. a. Access. RSCCD, the U.S. Department of Health and Human Services ACF, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT'S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts

and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

- b. Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records that relate to 1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or 2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

### **FRAUD**

19. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

### **NONDISCRIMINATION AND COMPLIANCE PROVISIONS**

20. As a condition of this award of financial assistance under the U.S. Department of Health and Human Services ACF to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 45 CFR 84, 85, 86, 90, 91 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.
  - a. During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
  - b. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

- c. SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

### **CONFIDENTIALITY**

21. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

### **PROPERTY**

#### 22. a. Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
  2. "Equipment": For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is NOT considered an allowable cost without prior written approval of the Grants Officer.
- b. Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

### **INDEMNIFICATION**

23. All parties to this Agreement shall mutually agree to defend, indemnify, and hold harmless the other party, it's 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 of any of its agents or employees.

### **INSURANCE**

24. SUBRECIPIENT shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT'S comprehensive general liability



insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

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

**PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

25. SUBRECIPIENT agrees to grant RSCCD, the US Department of Health and Human Services ACF, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the US Department of Health and Human Services ACF, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 45 CFR 74.36, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Health and Human Services ACF."

**STANDARDS OF CONDUCT**

- 26. a. General Assurance. In accordance with 45 CFR 74.42 every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- b. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.
- c. Conducting Business Involving Close Personal Friends and Associates. Executives of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, or an elected official in the area, a permanent record of the transaction will be retained.
- d. Avoidance of Economic Interest. No executive or employee of SUBRECIPIENT, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

**DRUG FREE WORKPLACE**

27. SUBRECIPIENT shall abide by the Government-wide Requirements for a Drug Free Workplace in accordance with 45 CFR 82.205. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with these requirements.

### **ENVIRONMENTAL TOBACCO SMOKE**

28. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with the requirements of the Act.

### **DEBARMENT AND SUSPENSION**

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 45 CFR Part 74.13. (**Exhibit F**)

### **TRAFFICKING VICTIMS PROTECTION ACT**

30. As required under Section 106 (g) of the TVPA as amended in 22 U.S.C. 7104(g) RSCCD retains the right to terminate this sub-agreement, without penalty, if the SUBRECIPIENT, or any of its subcontractors (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, or sub-agreement is in effect, or (ii) uses forced labor in the performance of this sub-agreement.

### **LITERATURE AND PUBLIC ANNOUNCEMENTS**

31. As required under Section 508 of Public Law 103-333, the following conditions are applicable to the SUBRECIPIENT: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to States and local governments and recipients of Federal research grants shall clearly state 1) the percentage of the total costs of the program or project which will be financed with Federal money, 2) the dollar amount of Federal funds for the program or project, and 3) the percentage and dollar amount of total costs of program or project that will be refinanced by non-governmental sources."

### **LOBBYING**

32. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 45 CFR Part 93, SUBRECIPIENT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in

connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### **BREACH – SANCTIONS**

33. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: 1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or 2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or 3) terminate this Agreement in accordance with Section 34 herein.

### **DISPUTES**

34. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Any dispute concerning any question arising under this Agreement, except as otherwise provided in this Agreement, shall be decided by RSCCD or the Department of Health and Human Services ACF. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the Department of Health and Human Services ACF, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the US Department of Health and Human Services ACF, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

### **TERMINATION**

35. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT'S expenditures, and

inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD'S decision.

**TOTAL AGREEMENT**

36. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

**AMENDMENTS**

37. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

**NOTICES**

38. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States mail, postage prepaid, addressed as follows:

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

SUBRECIPIENT:        MOMS Orange County  
                                 1128 West Santa Ana Blvd  
                                 Santa Ana, CA 92703

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

**Rancho Santiago Community College District**

**MOMS of Orange County**

By: \_\_\_\_\_  
Name: Peter J. Hardash  
Title: Vice Chancellor, Business/Fiscal Services  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Pamela Pimentel  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

33-0518078  
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: January 13, 2014

## LIST OF EXHIBITS

EXHIBIT A	EARLY HEAD START NOTICE OF AWARD
EXHIBIT B	OPERATING BUDGET
EXHIBIT C	SCOPE OF WORK
EXHIBIT D	INVOICE TEMPLATE
EXHIBIT E	USE OF PROGRAM INCOME
EXHIBIT F	SYSTEM FOR AWARD MANAGEMENT (SAM)

Department of Health and Human Services  
Administration for Children and Families  
Notice of Award (NOA)

SAI NUMBER: EXHIBIT A

PMS DOCUMENT NUMBER:  
09CH909103

1. AWARDING OFFICE: OA/OGM/Region IX		2. ASSISTANCE TYPE: Discretionary Grant		3. AWARD NO.: 09CH9091/03		4. AMEND. NO.:		
5. TYPE OF AWARD: SERVICE			6. TYPE OF ACTION: Non-competing Continuation			7. AWARD AUTHORITY: 42 USC 9801 ET SEQ.		
8. BUDGET PERIOD: 01/01/2014 THRU 12/31/2014			9. PROJECT PERIOD: INDEFINITE			10. CAT NO./CFDA: 93.600 ...		
11. RECIPIENT ORGANIZATION: Rancho Santiago Community College District 2323 North Broadway, Suite 350 Santa Ana CA 92706 1640 DR Raul Rodriguez, Board Chair						12. PROJECT / PROGRAM TITLE: Early Head Start  DEC - 9 2013		

13. COUNTY: ORANGE		14. CONGR. DIST: 47		15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Janneth Linnell, Executive Director			
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16. APPROVED BUDGET:				17. AWARD COMPUTATION:					
Personnel.....	\$	431,799		A. NON-FEDERAL SHARE.....	\$	211,652	20.00 %		
Fringe Benefits.....	\$	182,266		B. FEDERAL SHARE.....	\$	846,606	80.00 %		
Travel.....	\$	14,250		18. FEDERAL SHARE COMPUTATION:					
Equipment.....	\$	0		A. TOTAL FEDERAL SHARE.....	\$	846,606			
Supplies.....	\$	17,440		B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$	847			
Contractual.....	\$	155,509		C. FED. SHARE AWARDED THIS BUDGET PERIOD..	\$	845,759			
Facilities/Construction.....	\$	0		19. AMOUNT AWARDED THIS ACTION:					
Other.....	\$	16,700		\$ 845,759					
Direct Costs.....	\$	817,964		20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:					
Indirect Costs.....	\$	28,642		\$					
At % of \$				21. AUTHORIZED TREATMENT OF PROGRAM INCOME:					
In Kind Contributions.....	\$	0		ADDITIONAL COSTS					
Total Approved Budget(**)..	\$	846,606		22. APPLICANT EIN:		23. PAYEE EIN:		24. OBJECT CLASS:	
				1-952696799-A1		1-952696799-A1		41.51	

25. FINANCIAL INFORMATION:						DUNS: 076070283	
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %	
OGM	09CH909103	75-4-1536	2014 G094121	\$21,768			
OGM	09CH909103	75-4-1536	2014 G094125	\$823,991			
OGM	09CH909101	75-2-1536	2012 G094125		(\$847)		
OGM	09CH909103	75-2-1536	2012 G094125		\$847		

26. REMARKS: (Continued on separate sheets)

Client Population: 131.  
Number of Delegates: 0.  
Paid by DHHS Payment Management System (PMS), see attached for payment information.  
This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.  
This includes requirements in Parts I and II (available at <http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf>) of the HHS GPS.

27. SIGNATURE - ACF GRANTS OFFICER		DATE:		28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY		DATE:	
Martin L. Tom		12/4/13		Pearl W. Wong		12/3/13	

29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)		DATE:	
Jan Y. Len, Regional Program Manager, Office of Head Start - Region IX		12/13/13	

**Department of Health and Human Services  
Administration for Children and Families  
Notice of Award (NOA)**

SAI NUMBER: **EXHIBIT A**

PMS DOCUMENT NUMBER:  
09CH909103

<b>1. AWARDING OFFICE:</b> OA/OGM/Region IX		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 09CH9091/03	<b>4. AMEND. NO.</b>
<b>5. TYPE OF AWARD:</b> SERVICE	<b>6. TYPE OF ACTION:</b> Non-competing Continuation		<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ.	
<b>8. BUDGET PERIOD:</b> 01/01/2014 THRU 12/31/2014		<b>9. PROJECT PERIOD:</b> 09/30/2011 THRU		<b>10. CAT NO./CFDA:</b> 93.600
<b>11. RECIPIENT ORGANIZATION:</b> Rancho Santiago Community College District				

**26. REMARKS:** (Continued from previous page)

Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in the HHS GPS.  
 This award is subject to requirements or limitations in any applicable Appropriations Act.  
 This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).  
 For the full text of the award term, go to <https://www.acf.hhs.gov/grants/discretionary-competitive-grants>.  
 This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS).  
 For full text go to <https://www.acf.hhs.gov/grants/discretionary-competitive-grants>.  
 This award is subject to requirements as set forth in 2 CFR 25.110.  
 For full text go to [http://www.acf.hhs.gov/grants/msg\\_sf425.html](http://www.acf.hhs.gov/grants/msg_sf425.html).  
 This grant is subject to the requirements as set forth in 45 CFR Part 87.  
 Attached are terms and conditions, reporting requirements, and payment instructions.  
 Initial expenditure of funds by the grantee constitutes acceptance of this award.  
 This award is subject to HHS regulations codified at 45 CFR 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309 and 1310. (\*\*\*) Reflects only federal share of approved budget.  
 Due to funding limitations under the continuing resolution for Fiscal Year (FY) 2014, this grant action awards partial funds under Common Accounting Numbers (CAN) G094121 and G094125 for the budget period. The projected annual funding level in FY 2014 for Early Head Start operations is \$1,649,675, and the training and technical assistance allocation is \$43,536. The balance of the funds will be awarded when funds are available, subject to the final appropriation for the Head Start program for FY 2014.

This action is offset by PY01 unobligated funds in G094125 for \$847 as reported on the Final SF-425 dated July 15, 2013.

Designated Early Head Start service area: Orange County, CA: city of Santa Ana.  
 Approved program options: Center-based/Home-based proposed in the grant application.

This grant is subject to the requirements for contribution of the non-Federal share match and approval of key staff, the limitations on development and administrative costs and employee compensation, and prior approval for the purchase, construction and major renovation of facilities as specified in Attachment 1.

**Attachment 1**

Award Number: 09CH9091/03

Recipient Organization: Rancho Santiago Community College District

The grantee is required to submit one semi-annual SF-425 report, one annual SF-425 report, and one final SF-425 report. For Rancho Santiago Community College District SF-425 reports must be received by:

- Semi-Annual Report: 07/30/2014
- Annual Report: 01/30/2015
- Final Report: 04/30/2015

This grant is subject to Section 640(b) of the Head Start Act and 45 C.F.R. § 1301.20 requiring a non-Federal match of 20 percent of the total cost of the program. This grant is also subject to the requirements in Section 644(b) of the Head Start Act and 45 C.F.R. § 1301.32 limiting development and administrative costs to a maximum of 15 percent of the total costs of the program, including the non-Federal share contribution of such costs. The requirements for a non-Federal match of 20 percent and the limitation of 15 percent for development and administrative costs apply to the 01/01/2014-12/31/2014 budget period unless a waiver is approved. Any request for a waiver of the non-Federal share match, or a portion thereof, that meets the conditions under Section 640(b)(1)-(5) of the Head Start Act or 45 C.F.R. Section § 1301.21 or a waiver of the limitation on development and administrative costs that meets the conditions under 45 C.F.R. § 1301.32(g) must be submitted in advance of the end of the budget period. Any waiver request submitted after the expiration of the five-year project period will not be considered.

The HHS GPS (II-56) (see above and 45 C.F.R. § 74.25(c)(2) and 45 C.F.R. § 92.30(d)(3) (as applicable) provide the authority to ACF to approve key staff of Head Start grantees. For the purposes of this grant, key staff is defined as the Head Start Director or person carrying out the duties of the Head Start Director if not under that title and the Chief Executive Officer, Executive Director and/or Chief Fiscal Officer if any of those positions is funded, either directly or through indirect cost recovery, more than 50 percent with Head Start funds.

Section 653 of the Head Start Act prohibits the use of any Federal funds, including Head Start grant funds, to pay any portion of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule, currently \$179,700.

Prior approval must be obtained under 45 C.F.R. Part 1309 to use Head Start grant funds for the initial or ongoing purchase, construction and major renovation of facilities. No Head Start grant funds may be used toward the payment of one-time expenses, principal and interest for the acquisition, construction or major renovation of a facility without the express written approval of the Administration for Children and Families.

The ECLKC Grantee and Delegate Profile must be updated quarterly, per ACF-IM-07-04.





Refer to:

Office of Head Start  
Region IX  
90 - 7th Street, 9th Floor  
San Francisco, CA 94103

Dear Grantee:

We are pleased to confirm that a grant has been approved to assist your agency in financing the **Early Head Start program** as referred to in the enclosed Notice of Award (NOA). This grant is made subject to the terms and conditions described in the enclosed NOA.

Please access the following website and carefully read the "Standard Terms and Conditions – Discretionary Grants." It lists the applicable Department of Health and Human Services (DHHS) and Administration for Children and Families (ACF) regulations and policies applicable to your grant.

<http://dhhs.gov/asfr/ogapa/aboutog/grantsnet.html>

Payments under this award will be made through the DHHS Payment Management System (PMS). The PMS staff will be able to guide you on their requirements and can be reached at:

DHHS Payment Management System  
P.O. Box 6021  
Rockville, MD 20852  
Phone: (301) 443-1660  
Internet – WWW Homepage: <http://www.dpm.psc.gov>

If the grant includes Special Conditions, you must provide a written response within the time frames specified on the grant award.

If you have any programmatic or monitoring questions regarding this award, please call your assigned Program Specialist.

If you have any questions regarding the business aspects of this award, please contact your assigned Financial Operations Specialist.

Sincerely,

Jan Len, Regional Program Manager  
Office of Head Start – Region IX

Martin Tom, Grants Officer  
Office of Grants Management

Enclosures

<b>Contracted Service - MOMS of Orange County</b> <b>Performance Period: 1/1/14 – 12/31/14</b>	<b>Original Budget</b>
<p><b>Maternal Child Health Coordinator (MCHC) – Martha Hurtado</b>                      Requires BA health field/ Bilingual Spanish or Vietnamese.                      Coordinates access to prenatal care, conducts health/ developmental screenings, provides health education/ referral services.                      Salary + Benefits = \$35,650</p>	<p>Salary \$31,000                      Benefits \$4,650  <b>Total \$35,650</b></p>
<p><b>Registered Nurse Coordinator - LeeAnn Stone, RN</b>                      Requires State California license. Fully responsible for all client services, reviews screenings and collaborates with MCHC to develop Individualized Care Plans. Facilitates communication with medical providers and community health partners to coordinate appropriate medical care and referrals for all enrolled families.                      Salary + Benefits = \$45,425</p>	<p>Salary \$39,500                      Benefits \$5,925  <b>Total \$45,425</b></p>
<p><b>Socialization Coordinator – Gabriela Velasco</b>                      Requires BA or equivalent experience in Nutrition, Health and/or Social Services. Provide trainings and group support to EHS expectant mothers and/or families with newborns and infants.                      Salary + Benefits = \$11,500</p>	<p>Salary \$10,000                      Benefits \$1,500  <b>Total \$11,500</b></p>
<p>Administrative Costs - facility lease, mileage, program supplies, and accounting. \$10,000</p>	<p><b>\$10,000</b></p>
<p><b>TOTAL CONTRACTED SERVICES</b></p>	<p><b>\$102,575</b></p>

## BACKGROUND

EHS provides services to pregnant women and expectant families, and to the child from birth to age three, in a variety of service delivery models and in diverse settings. The goal of serving pregnant women and expectant families in the Early Head Start is to provide early, continuous, intensive, and comprehensive child development and family support services. Services include early and continuous risk assessments, health promotion and treatment, including medical and dental examinations as early in the pregnancy as possible, as well as mental health interventions and follow-up as needed.

## PURPOSE

The purpose of this scope of work is to outline provisions, through a subcontractor agreement with MOMS Orange County for services to approximately **25** mothers and their babies as defined by the Early Head Start Performance Standards.

All subcontracted providers must comply with all applicable statutes, regulations, policies, and procedures, inclusive of any changes made to the Head Start and Early Head Start Programs as a result of enacted legislation, duly promulgated regulations, or policies enacted by the federal and/or state government, RSCCD Child Development Department, and/or Board.

Funds must be used in the support of eligible EHS families to perform home-based services to improve the quality of programs for children in Early Head Start. All subcontractors must work collaboratively with RSCCD staff in data gathering projects designed to identify and validate the wide range of comprehensive services.

## TERM

The performance period and grant term is **January 1, 2014 through December 31, 2014**, in the amount of **\$102,575** in Operating funds. This Agreement is subject to the following: legislative authorization and availability of federal funds; the total funding is

subject to the requirements and limitations of final legislative appropriation for the Head Start program for fiscal year 2014; and any other modification(s) made by RSCCD.

## REPORTING

In order to recognize accomplishments, identify challenges, and inform of future funding decisions, mid and end-of-year progress reports may be required. These reports will provide RSCCD with information regarding the successes and challenges in meeting grant goals and objectives.

Subcontractors must do the following:

- Maintain separate and auditable records for each project.
- Maintain time and attendance records to support payrolls.
- Maintain time distribution records for salaries and wages of employees that are chargeable to more than the EHS program.
- Administer funds in compliance with relevant federal, state and local laws, regulations, and/or policies.
- Ensure that Head Start funding is expended in accordance with the parameters of the EHS application and RSCCD policies.
- Ensure accurate accounting of EHS funds including but not limited to tracking direct service expenditures.
- Respond to any fiscal queries from RSCCD.
- Designate an EHS contact person as the main point of contact. The EHS contact person is responsible for disseminating all relevant information to the proper agents and participating programs. The contact person must attend all relevant EHS trainings and meetings. If the contact person is not available year round, a designee must be identified by the Lead Agency to carry out program activities in their absence.
- Verify that program meets the required EHS performance standards.
- Submit all RSCCD required data reports by defined due dates.
- Maintain confidential client files, which shall include but are not limited to:  
Consent and enrollment forms and basic skill assessments; descriptions of

goals set and goals achieved as well as reports of parent-child behaviors; and narrative progress reports with respect to health and emotional issues raised by home visits and triaged by referral system.

- Maintain accurate eligibility records and documentation as set forth by regulation, and RSCCD approved policies.
- Accurately collect and submit all prescribed information for the families served and activities provided in a monthly report.
- Adhere to all applicable policies and procedures set forth and approved by the EHS Policy Council and the Governing Body.
- Actively participate in program monitoring and self-assessment of all applicable content areas as well as the identification and correction of any and all findings.
- Ensure that applicable staff have background clearances on file and that they are accessible as needed.

## **APPROACH**

The mission of MOMS Orange County is to help women and their families have healthy babies by offering health care coordination, education, and access to community services. MOMS Orange County is a uniquely qualified community-based organization that provides services to low-income mothers and their babies in underserved communities each year in Orange County. Under Registered Nurse supervision, MOMS Orange County provides access to prenatal medical care, maternal and infant health screenings, infant developmental screenings, prenatal and family health education and linkages and referrals to community services through bi-weekly home visits. Additionally, MOMS Orange County provides prenatal support and educational socializations and weekly infant developmental classes. MOMS Orange County mothers and their babies are eligible to receive individualized education and support during pregnancy until the baby's first birthday.

MOMS Orange County staff share the same culture and language as the expectant families and are able to gain the trust and confidence of the families because of the personalized relationship developed over time. This enables MOMS Orange County

staff to observe the expectant and new family in their home on multiple occasions - allowing for unique opportunities to screen for potential developmental risks and health issues that can benefit from early interventions.

During pregnancy, MOMS Orange County focuses on measures to increase the baby's chance of being born healthy, full-term, and normal birth weight by:

- Providing maternal mental and physical health screenings
- Ensuring access to continuous and appropriate prenatal medical care
- Developing an individualized prenatal care plan
- Providing postpartum maternal health

After birth, the focus will be to promote the infant's healthy development and mother's well-being by:

- Conducting infant health screenings
- Creating an individualized care plan
- Promoting and establishing a successful breastfeeding relationship
- Establishing a medical home
- Ensuring and tracking timely immunizations
- Promoting good nutrition for the family
- Educating parents on early brain stimulation
- Screening for achievement of developmental milestones
- Modeling positive play behavior
- Enhancing parenting skills
- Case management with other EHS partners

MOMS Orange County overarching program goals include the decreased rates of prematurity, improved birth weights, improved infant and maternal health, improved infant development and increased breastfeeding rates.

MOMS Orange County will serve **25** families with children ages 0-3 and target clients in each age range, using eligibility lists of partner agencies including RSCCD Child Development Centers, Help Me Grow and MOMS Orange County. Priority for

enrollment will be based on need, using the Early Head Start scoring system. Through case management strategies, the family will be transitioned during the first year of birth to either the RSCCD home –based program for home visitation services or RSCCD Child Development Center services.

**PROFESSIONAL DEVELOPMENT:** Staff will receive additional days of training from current staff and/or partners so that they understand all necessary aspects of emergent learning approaches and the child- and family-centered approach to setting goals based on family needs. MOMS Orange County staff will participate in relevant conferences and trainings including but not limited to Ages and Stages Questionnaire (ASQ and ASQ: SE) developmental screening through the CHOC *Help Me Grow* program.

**KEY STAFF:**

**Pamela Pimentel, RN, CEO:** Responsible for EHS MOMS Orange County program, program oversight, compliance, implementation, and evaluation. Meets regularly with RSCCD, HABLA and HMG staff related to case management and on-going Performance Standards compliance

**Registered Nurse Supervising Coordinator:** Requires: State of California Registered Nurse license. Fully responsible for all client services, reviews screenings and collaborates with MCHC to develop Individualized Care Plans. Facilitates communication with medical providers and community health partners to coordinate appropriate medical care and referrals for all enrolled families. Meets regularly with RSCCD and HMG staff related to case management and on-going Performance Standards compliance.

**Maternal Child Health Coordinator (MCHC):** Requires: BA health field/ Bilingual Spanish or Vietnamese. Coordinates access to prenatal care, conducts health/

developmental screenings, provides health education/ referral services through consistent and regular home visits.

**Socialization Coordinator:** Requires: Expertise and/or diploma in early infant development, prenatal and post partum health and wellness and ability to conduct and maintain weekly socializations. Provides group support and to EHS expectant mothers and their families with newborns and infants



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**U.S. Department of Health and Human Services, Administration for Children and Families  
Grant Award -Sub-Recipient Invoice**

Project Title: Early Head Start (EHS) - Operating  
 PR/AWARD NUMBER: 09CH9091/03 INVOICE NO.: \_\_\_\_\_  
 AWARD/BUDGET PERIOD: 01 Year BUDGET DATE: 01/01/2014 - 12/31/2014

SUB RECIPIENT NAME: MOMS Orange County  
 ADDRESS 1128 West Santa Ana Blvd  
 CITY Santa Ana, CA 92703

Invoicing Period: from: \_\_\_\_\_ to: \_\_\_\_\_ RSCCD PO No. \_\_\_\_\_

Budget Categories	Contracted Amount	Adjusted Amount	Current Period*	Year-to-Date	Remaining Balance Year Grant
Personnel	80,500	-	-		-
Fringe Benefits	12,075	-	-		-
Travel (conference/mileage)	0	-	-		-
Equipment	0	-	-		-
Supplies	0	-	-		-
Contractual	0	-	-		-
Construction	0	-	-		-
Other	0	-	-		-
Indirect-Admin Support	10,000	-	-		-
<b>Grand Total</b>	<b>102,575</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

\* attach separate worksheet detailing these costs.

Total Invoiced (before this invoice)	\$	-
Current Invoice	\$	-

I certify that the information in this statement is correct to the best of my knowledge and the amounts invoiced herein are made in accordance with conditons of the contract.

\_\_\_\_\_  
 AUTHORIZED SIGNATURE - Sub- Recipient

\_\_\_\_\_  
 Name and Title                      Date

**Below is for RSCCD use only**

\_\_\_\_\_  
 My Le Pham - Recipient Project Director

\_\_\_\_\_  
 Date  
 Early Head Start Grant  
 Grant Award No. 09CH9091/03  
 DO-14-1274-02

Rancho Santiago Community College District  
 U.S. Department of Health and Human Services, Administration for Children and Families -  
 Grant Award 09CH9091/03 - Sub-Recipient Invoice-Worksheet Detail Format  
 Project Title: Early Head Start (EHS)

Sub-recipient name: MOMS Orange County  
 Attachment to invoice no. \_\_\_\_\_  
 Invoicing period: \_\_\_\_\_

AWARD/BUDGET PERIOD: \_\_\_\_\_

Expenditures	Description	SUB-TOTAL AMOUNT	Total AMOUNT
<b>Personnel</b>			
<b>Salaries</b>			
Employee Name:	Martha Hurtado	0	
Position Title:	_____		
Pay period:	_____		
Employee Name:	Lee Ann Stone, RN	0	
Position Title:	_____		
Pay period:	_____		
Employee Name:	Gabriela Velasco	0	
Position Title:	_____		
Pay period:	_____		
Employee Name:	_____	0	
Position Title:	_____		
Pay period:	_____		
Employee Name:	_____	0	
Position Title:	_____		
Pay period:	_____		
<b>Total Salaries</b>			-
<b>Benefits</b>			
Employee Name:	Martha Hurtado		
	Rate		
PERS		0	
STRS		0	
OASDI		0	
Medicare		0	
SUI		0	
Workers Com		0	
Retirement		0	
Other Fringe Benefits		0	
Health		0	
<b>Total Fringe Benefits</b>			-
Employee Name:	Lee Ann Stone, RN		
	Rate		
PERS		0	
STRS		0	
OASDI		0	
Medicare		0	
SUI		0	
Workers Com		0	
Retirement		0	
Other Fringe Benefits		0	
Health		0	
<b>Total Fringe Benefits</b>			-
Employee Name:	Gabriela Velasco		
	Rate		
PERS		0	
STRS		0	
OASDI		0	
Medicare		0	
SUI		0	
Workers Com		0	

Rancho Santiago Community College District  
 U.S. Department of Health and Human Services, Administration for Children and Families -  
 Grant Award 09CH9091/03 - Sub-Recipient Invoice-Worksheet Detail Format  
 Project Title: Early Head Start (EHS)

Sub-recipient name: MOMS Orange County  
 Attachment to invoice no. \_\_\_\_\_  
 Invoicing period: \_\_\_\_\_

AWARD/BUDGET PERIOD: \_\_\_\_\_

Expenditures	Description	SUB-TOTAL AMOUNT	Total AMOUNT
Retirement		0	
Other Fringe Benefits		0	
Health		0	
<b>Total Fringe Benefits</b>			-
<b>Employee Name:</b>	_____		
	Rate		
PERS		0	
STRS		0	
OASDI		0	
Medicare		0	
SUI		0	
Workers Com		0	
Retirement		0	
Other Fringe Benefits		0	
Health		0	
<b>Total Fringe Benefits</b>			-
<b>Employee Name:</b>	_____		
	Rate		
PERS		0	
STRS		0	
OASDI		0	
Medicare		0	
SUI		0	
Workers Com		0	
Retirement		0	
Other Fringe Benefits		0	
Health		0	
<b>Total Fringe Benefits</b>			-
<b>Total Fringe Benefits of Personnel</b>			-
<b>Other Costs</b>			
<b>Travel</b>			
Payee:/Vendors Name:	_____		
Description of expense	_____		
Check No.	_____		
Amount paid			0
<b>Supplies</b>			
Payee:/Vendors Name:	_____		
Description of expense	_____		
Check No.	_____		
Amount paid			0
<b>Contractual</b>			
Payee:/Vendors Name:	_____		
Description of expense	_____		
Check No.	_____		
Amount paid			0
<b>Other</b>			
Payee:/Vendors Name:	_____		
Description of expense	_____		
Check No.	_____		
Amount paid			0
<b>Total Other Costs</b>			0
<b>Grand Total (must equal to current invoice amount)</b>			-

[Code of Federal Regulations]  
[Title 45, Volume 1]  
[Revised as of October 1, 2009]  
From the U.S. Government Printing Office via GPO Access  
[CITE: 45CFR74.24]

TITLE 45--PUBLIC WELFARE  
SUBTITLE A--DEPARTMENT OF HEALTH AND HUMAN SERVICES

PART 74 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR AWARDS AND SUBAWARDS TO INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, OTHER NONPROFIT ORGANIZATIONS, AND COMMERCIAL ORGANIZATIONS—

Subpart C Post-Award Requirements  
Sec. 74.24 Program income.

(a) The standards set forth in this section shall be used to account for program income related to projects financed in whole or in part with Federal funds.

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(b) Except as provided below in paragraph (h) of this section, program income earned during the project period shall be retained by the recipient and, in accordance with the terms and conditions of the award, shall be used in one or more of the following ways:

- (1) Added to funds committed to the project or program, and used to further eligible project or program objectives;
- (2) Used to finance the non-Federal share of the project or program; or
- (3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based.

(c) When the HHS awarding agency authorizes the disposition of program income as described in paragraph (b)(1) or (b)(2) of this section, program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3) of this section.

(d) In the event that the HHS awarding agency does not specify in the terms and conditions of the award how program income is to be used, paragraph (b)(3) of this section shall apply automatically to all projects or programs except research. For awards that support performance of research work, paragraph (b)(1) of this section shall apply automatically unless:

- (1) The HHS awarding agency indicates in the terms and conditions of the award another alternative; or
- (2) The recipient is subject to special award conditions under Sec. 74.14; or
- (3) The recipient is a commercial organization (see Sec. 74.82).

(e) Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the Federal Government regarding program income earned after the end of the project period.

(f) Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

(g) Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards. (See Sec. Sec. 74.30 through 74.37, below).

(h) The Patent and Trademark Laws Amendments, 35 U.S.C. section 200-212, apply to inventions made under an award for performance of experimental, developmental, or research work. Unless the terms and conditions for the award provide otherwise, recipients shall have no obligation to HHS with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under an award. However, no scholarship, fellowship, training grant, or other funding agreement made primarily to a recipient for educational purposes will contain any provision giving the Federal agency rights to inventions made by the recipient.

MOMS ORANGE COUNTY  
DUNS: 019902923 CAGE Code: 6U6X2  
Status: Active

1128 W SANTA ANA BLVD  
SANTA ANA, CA, 92703-3833 ,  
UNITED STATES

**Entity Overview**

Entity Information

**Name:** MOMS ORANGE COUNTY  
**Doing Business As:** MOMS ORANGE COUNTY  
**Business Type:** Business or Organization  
**POC Name:** Mary Fox  
**Registration Status:** Active  
**Activation Date:** 01/21/2013  
**Expiration Date:** 01/18/2014

Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1425.20131220-1428

WWW6

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



MOMS ORANGE COUNTY 1128 W SANTA ANA BLVD  
 DUNS: 019902923 CAGE Code: 6U6X2 SANTA ANA, CA, 92703-3833 ,  
 Status: Active UNITED STATES

**Entity Record**

Entity Record

Please see below for the entire Entity Registration record. If you would like have a copy of this list please use the **Print** button.

PRINT

Current Record ▼

[VIEW HISTORICAL RECORD](#)

DUNS Number:	019902923
D&B Legal Business Name:	MOMS ORANGE COUNTY
Doing Business As:	MOMS ORANGE COUNTY

**Core Data**

[\[Expand All\]](#) | [\[Collapse All\]](#)

**Business & TIN Information:**

**Business Information:**

Business Start Date:	10/16/1992
Fiscal Year End Close Date:	06/30
Company Division Name:	
Company Division Number:	
Corporate URL:	
Congressional District:	47
Registration Date:	01/18/2013
Activation Date:	01/21/2013
Expiration Date:	01/18/2014
Renewal Date:	

**Physical Address:**

Address Line:	1128 W SANTA ANA BLVD
City:	SANTA ANA
State/Province:	CA
Country:	UNITED STATES
ZIP/Postal Code:	92703 - 3833

**Mailing Address:**

Address Line:	1128 W SANTA ANA BLVD
City:	SANTA ANA
State/Province:	CA
Country:	UNITED STATES
ZIP/Postal Code:	92703 - 3833

**CAGE/NCAGE Code**

CAGE: 6U6X2

**General Information**

Country of Incorporation:	UNITED STATES
State of Incorporation:	CA

**Business Types**

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

**Entity Structure**

Corporate Entity (Tax Exempt)

**Profit Structure**

Non-Profit Organization

**Entity Type**

Business or Organization

**Purpose of Registration**

Federal Assistance Awards

**Financial Information**

**Early Head Start Grant**  
**Grant Award No. 09CH9091/03**  
**DO-14-1274-02**

5.1 (60)

Do you accept credit cards as a method of payment? No

**Account Details:**

CAGE Code: 6U6X2

**Electronic Funds Transfer:**

**Automated Clearing House (ACH):**

**Executive Compensation Questions**

**Proceedings Questions**

**Information Opt-Out**

I authorize my entity's information to be displayed in SAM's Public Search: **Yes**

**Point of Contact**

[\[Expand All\]](#) | [\[Collapse All\]](#)

**Mandatory Point of Contact:**

**Accounts Receivable POC**

**Electronic Business POC**

Title: CEO  
 First Name: Pamela  
 Middle Name:  
 Last Name: Pimentel  
 US Phone: (714)972-2610  
 Extension: 423  
 NON US Phone:  
 Notes:  
 Address Line 1: 1128 W Santa Ana Blvd  
 City: Santa Ana  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92703

**Government Business POC**

Title: CEO  
 First Name: Pamela  
 Middle Name:  
 Last Name: Pimentel  
 US Phone: (714)972-2610  
 Extension: 423  
 NON US Phone:  
 Notes:  
 Address Line 1: 1128 W Santa Ana Blvd  
 City: Santa Ana  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92703

**Optional Point of Contact:**

**Electronic Business Alternate POC**

Title: Finance Manager  
 First Name: Mary  
 Middle Name:  
 Last Name: Fox  
 US Phone: (714)972-2610  
 Extension: 424  
 NON US Phone:  
 Notes:  
 Address Line 1: 1128 W Santa Ana Blvd  
 City: Santa Ana  
 State/Province: CA  
 Country: UNITED STATES  
 ZIP/Postal Code: 92703



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES**

To:	Board of Trustees	Date: January 13, 2014
Re:	Adoption of Revised and Renumbered Board Policies	
Action:	Request for Approval	

**BACKGROUND**

The Board Policy Committee met on December 2, 2013 and reviewed revisions to three existing policies. These policies were presented to the Board for First Reading on December 9, 2013 and are now presented for adoption.

**ANALYSIS**

The District subscribes to the Policy and Procedure Services of the Community College League of California (CCLC). This service provides district's with model board policies which comply with state law, Title 5 regulations and address the relevant accreditation standards. The CCLC system for numbering and organizing these policies is different than the current RSCCD system. The Board Policy Committee is recommending that our policies be updated and revised to conform to the CCLC model structure.

**RECOMMENDATION**

It is recommended that the Board adopt the revisions to these policies.

Fiscal Impact: None	Board Date: January 13, 2014
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



## BP 2305 Annual Organizational Meeting

### Reference:

Education Code Section 72000(c)(2)(A)

The following tasks shall be listed under Board Organization and included on the agenda of the Board's annual organizational meeting to be held in December each year:

- Election of Board officers
- Designation of secretary & assistant secretary
- Schedule of regular meeting dates and locations for the following year, including: Board Self-Evaluation (BP2745), Evaluation of the Chancellor (BP2435), and Preliminary Audit Discussion
- Authorization of signatures
- Appointment of trustees to committees by Board President
- Reaffirmation of Board Policy 2200 (Board Duties and Responsibilities)
- Reaffirmation of Board Policy 2735 (Board Member Travel)
- Reaffirmation of Board Policy 2715 (Code of Ethics/Standards of Practice)
- Reaffirmation of Board Policy 6320 (Investments)
- Designation of specific days, weeks or months of observance, which relate to the educational mission of the district

At the annual organizational meeting, the Board President shall solicit expressions of interest from members of the Board, or any newly elected members of the Board, regarding service as President, Vice President or Clerk of the Board, as well as any committee assignments.

**Revised: January 13, 2014 (Previously BP9013)**

## BP 3250 Institutional Planning

**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
- Equal Employment Opportunity
- Student equity
- Student Success and Support Program
- 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.

**Revised January 13, 2014 (Previously BP7200)**

## **BP 3900 Speech: Time, Place, and Manner**

**Reference:** 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 available for the exercise of expression ~~use~~ by students, employees and members of the public. 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 designated public forums.

The administrative regulations promulgated by the Chancellor shall not prohibit the right of students to exercise free expression, including but not limited to the use of bulletin boards designated, the distribution of printed materials or and the wearing of buttons, badges, or other insignia.

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 unless such speech is constitutionally protected.

**Revised January 13, 2014 (Previously BP5420)**

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

<u>COMMUNITY COLLEGE LEAGUE OF CALIFORNIA</u> <u>ANNUAL LEGISLATIVE CONFERENCE</u> Sacramento, CA – January 26-27, 2014	5 Board Members (John Hanna) (Jose Solorio)
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<u>ADVISORY COMMITTEE ON LEGISLATION</u> Sacramento, CA – January 25, 2014	1 Board Member (John Hanna)
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<u>ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES</u> <u>COMMUNITY COLLEGE NATIONAL LEGISLATIVE</u> <u>SUMMIT</u> Washington, D.C. – February 10-13, 2014	(2 Board Members) (Claudia Alvarez) (John Hanna)
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC  
January 13, 2014

REVISED PAGE

MANAGEMENT

Employment Agreement/Attachment #1

Taylor, Darryl  
Director, Facility Planning, District  
Construction & Support Services  
Business Operations & Fiscal Services  
District Office

New Job Description/Attachment #2

Facilities Project Manager  
Classified Supervisory  
Grade E

Revised Job Descriptions/Attachments #3-4

From: Construction Supervisor  
Classified Supervisory  
Grade I

To: District Support Services Supervisor  
Classified Supervisory  
Grade I

Dean, Fine & Performing Arts Division  
Santa Ana College  
Academic Administrator  
Grade B

Permission to Accept Outside Assignment

Stringer, Martin – To serve as President for the Orange Empire Conference for two years, effective May 2013, through April 2015.

Change of Assignment

Abejar, Esmeralda  
From: Accountant/Classified  
Administrative Services  
Santa Ana College

Effective: December 20, 2013  
To: Campus Budget Manager/Classified Supervisory  
Salary Placement: H-1 \$78,533.16/Year

Corrected Changes of Positions/Grade Levels/Effective July 1 2013

Leon, Christine  
Associate Dean, EOPS  
Santa Ana College

From: Grade E-7  
To: Grade D-6

Vacant  
Associate Dean, DSPS  
Santa Ana College

From: Grade E  
To: Grade D

MANAGEMENT (CONT'D)

Adjusted Effective Date of Resignation/Retirement

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

From: December 31, 2013  
To: December 30, 2013  
Reason: Retirement

FACULTY

Corrected Division/College for 2013/2014 Additional Contract Extension Days

Walker, Mary  
Coordinator  
Continuing Education Division/Chapman  
Santiago Canyon College

Effective: December 1, 2013  
Contract Extension: 15 Days  
Contract Extension Rate: \$519.31/Day

Change of Classification

Ettinger, Becky  
Associate Professor, Nursing  
Science, Mathematics, & Health  
Science Division  
Santa Ana College

Effective: August 19, 2013  
From: V-16(M) \$97,525.15  
To: VI-16(1) \$100,165.70

Adjusted End Date of Leave of Absence

Morse, Leah  
Master Teacher  
SCC Child Development Center  
Child Development Services  
District Office

From: July 8 – August 23, 2013  
To: July 8 – August 26, 2013  
Reason: Maternity Leave

Leave of Absence

Morse, Leah  
Master Teacher  
SCC Child Development Center  
Child Development Services  
District Office

Effective: September 9, 2013 – November 30, 2013  
Reason: Unpaid Family Medical Leave

Sabbatical Leave of Absence

Orr, Estelle  
Professor, Art  
Fine & Performing Arts Division  
Santa Ana College

Effective: Spring 2014 & Fall 2014  
Purpose: Professional Growth

FACULTY (CONT'D)

Ratification of Resignation/Retirement

Maraya, Elsie  
Master Teacher, SAC East Child Development Center  
Child Development Services  
District Office  
Effective: January 7, 2014  
(Last Day of Service)  
Reason: Retirement

Stipends

Galvan, Javier  
Professor, Spanish  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: October 21, 2013  
Amount: \$125.00  
Reason: Course & Curriculum Development  
(Project 2074)

Galvan, Javier  
Professor, Spanish  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: November 18, 2013  
Amount: \$75.00  
Reason: Course & Curriculum Development  
(Project 2074)

Hager, Benjamin  
Assistant Professor, Mathematics  
Science, Mathematics, & Health  
Sciences Division  
Santa Ana College  
Effective: January 21, 2014  
Amount: \$1,200.00  
Reason: Miscellaneous Student Services/  
Program Facilitation  
(Project 1666)

Issa, Karim  
Professor, French  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: November 18, 2013  
Amount: \$150.00  
Reason: Course & Curriculum Development  
(Project 2074)

Lopez-Jaurequi, Leticia  
Professor, Spanish  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: November 18, 2013  
Amount: \$75.00  
Reason: Course & Curriculum Development  
(Project 2074)

Step Increase for Long-term Substitute (per E.C. 87481 & 87482)

Musselman, Matthew  
Instructor, Mathematics  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: February 3 – May 7, 2014  
Annual Salary Placement: II-4 \$31,925.31  
Hourly Lecture/Lab Rates: II-4 \$59.12/\$50.26

FACULTY (CONT'D)

Part-time Hourly Column Changes

Russo, John V  
Instructor, Business Administration  
Business Division  
Santa Ana College  
Effective: February 3, 2014  
From Lecture/Lab Rates: I-5 \$59.12/\$50.26/\$29.57  
To Lecture/Lab Rates: II-5 \$62.08/\$52.77/\$31.04

Pietrok, Sharon  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College  
Effective: February 3, 2014  
From Lecture/Lab Rates: I-5 \$59.12/\$50.26/\$29.57  
To Lecture/Lab Rates: II-5 \$62.08/\$52.77/\$31.04

Part-time Hourly Hires/Rehires

Clary, Ling Ling  
Instructor, Older Adults Seminars  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: January 17, 2014  
Hourly Lecture Rate: I-4 \$44.65

Collier, Myla  
Instructor, Older Adults Seminars  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: January 17, 2014  
Hourly Lecture Rate: II-2 \$43.51

Hahn, Krista  
Instructor, Biology  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College  
Effective: February 3, 2014  
Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26

Harris, Amy  
Instructor, Older Adults Seminars  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: January 17, 2014  
Hourly Lecture Rate: I-4 \$44.65

Hutchison, Jennifer  
Instructor, Biology  
Mathematics and Sciences Division  
Santiago Canyon College  
Effective: February 3, 2014  
Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26

Khong, San Ngoc  
Instructor, Chemistry  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College  
Effective: February 3, 2014  
Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26

FACULTY (CONT'D)

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

Kis, Melissa  
Instructor, ESL  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: January 23, 2014  
Hourly Lecture Rate: I-2 \$42.47

Lastra, Stacey  
Instructor, Chemistry  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College  
Effective: February 3, 2014  
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Lui, Rachel  
Instructor, Mathematics  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College  
Effective: February 3, 2014  
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Mata, Cynthia  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College  
Effective: January 3, 2014  
Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.58

Mitchell, Earl  
Instructor, Accounting/Business Administration  
Business Division  
Santa Ana College  
Effective: January 6, 2014  
Hourly Lecture Rate: III-5 \$65.18

Null, Christopher  
Instructor, History  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: February 3, 2014  
Hourly Lecture Rate: III-3 \$59.12

Ochoa, Roxanna  
Instructor, Biology (equivalency)  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College  
Effective: February 3, 2014  
Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.58

Pak, Dean  
Instructor, Pharmacy Technology  
Human Services & Technology Division  
Santa Ana College  
Effective: February 3, 2014  
Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.58



**FACULTY (CONT'D)**

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

Parent, Nancy  
Instructor, Older Adults Seminars  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: January 17, 2014  
Hourly Lecture Rate: I-4 \$44.65

Rodriquez, David  
Instructor, Water Utility Science  
Business & Career Technical Education  
Santiago Canyon College  
Effective: February 3, 2014  
Hourly Lecture Rate: II-3 \$56.31

Schindelbeck, Judy  
Instructor, Older Adults Seminars  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: January 17, 2014  
Hourly Lecture Rate: I-4 \$44.65

Smith, Harold  
Instructor, Reading  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: February 3, 2014  
Hourly Lecture Rate: II-3 \$56.31

Tran, Chi T  
Instructor, High School Subjects/Mathematics  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: February 6, 2014  
Hourly Lecture Rate: I-2 \$42.47

Valdez, Conrad  
Instructor, Biology  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College  
Effective: February 3, 2014  
Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26

Wray, Melanie  
Instructor, Biology  
Mathematics and Sciences Division  
Santiago Canyon College  
Effective: February 3, 2014  
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Non-paid Instructors of Record

Ruffner, Jeffrey  
Instructor, Apprenticeship/Maintenance Mechanic  
Business & Career Technical Education Division  
Santiago Canyon College  
Effective: January 14, 2014

REVISED PAGE

FACULTY (CONT'D)

Adjusted End Date of Non-paid Intern Service

Ceja, Alyssa  
Outreach Intern  
Student Services  
Santa Ana College

From: August 1, 2013 – June 30, 2014  
To: August 1, 2013 – December 13, 2013  
College Affiliation: CSU, Fullerton  
Discipline: Human Services

Non-paid Intern Service

Alvarez, Juan  
EOPS Office Intern  
EOPS/CARE/CalWORKs  
Santa Ana College

Effective: January 14 – June 30, 2014  
College Affiliation: CSU, Dominguez Hills  
Discipline: Human Services

Ceja, Alyssa  
Academic Talent Search Intern  
Academic Talent Search  
Student Affairs  
Santa Ana College

Effective: December 14, 2013 – June 30, 2014  
College Affiliation: CSU, Fullerton  
Discipline: Human Services

Reyes, Stephany  
Student Services Intern  
Student Services  
Santa Ana College

Effective: January 14 – June 30, 2014  
College Affiliation: CSU, Fullerton  
Discipline: Human Services

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Darryl Taylor** (“Administrator”), on the other hand, hereby enter into this Classified Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Director, Facility Planning, District Construction and Support Services** (“Position”). Administrator is a “classified employee” as defined in sub-section “b” of Section 87001.5 of the *Education Code*, is a “classified administrator” as defined in sub-section “c” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **December 9, 2013** and ending **June 30, 2015**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$128,367.45 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** Administrator has no retreat rights to any faculty or classified position, except as provided by law.

16. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

17. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

18. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 16 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

19. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

20. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

21. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

22. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

23. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary

Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

24. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

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

\_\_\_\_\_  
For District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

Board Approval: 1/13/14

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2014

## **FACILITIES PROJECT MANAGER**

### **CLASS SUMMARY**

Under administrative direction, plan, coordinate, manage and oversee all areas related to the improvement, renovation, modernization, repair, maintenance, replacement, and construction of District facilities; plan activities, phases of design, bid preparation, construction, close out and Division of State Architect certification; serve as liaison between the District, outside agencies and consultants; conduct a variety of analytical studies and prepare reports; manage and oversee contracts; may supervise and evaluate the performance of assigned personnel as deemed necessary.

### **REPRESENTATIVE DUTIES**

Integrates and oversees facility planning activities for the construction, repair, replacement, renovations of facilities, equipment, systems and buildings to address district and instructional program needs in support of the District's Comprehensive Strategic Plan, Facility Master Plans, and other goals and objectives. This position oversees and manages all aspects of projects, from inception and planning through construction completion.

Inspect, monitor, verify and review work of consultants, contractors and vendors. Ensure performance and quality of work is per contract and specified appropriately. Ensure projects and activities are delivered in an effective and timely manner. Take corrective actions and propose improvements as necessary. Interface with contractors or other professional consultants to resolve disputes through proper communication, negotiation and contract conformance review. Assist in bid preparation for projects. Review bid document requirements, contractual language, notices of advertisement, specifications, and plan drawings. Conduct job walks, review bidder information and documents, and verify and make recommendations on bid awards. Ensure consultants and projects comply with District standards, applicable codes for school buildings or other, including other codes, laws, policies and procedures. Manage and maintain records and project document controls to be retained and archived. Identify proper scope of work for various types of projects and outline course of action to complete the project from inception to completion. Develop and monitor project schedule and budgets. Develop tables, charts and spreadsheets for project accounting. Evaluate and review budgets, costs and expenditures. Prepare, maintain and distribute reports and records as required by federal, state, local and district regulations. Advise administration on Board of Trustee agenda items and management issues affecting the department and or projects. Work with the college campuses and other district sites to evaluate and assess facility needs and develop appropriate budgets, scope of work, and recommendations for projects. Participate in developing long range and strategic plans for facilities and operations. Implement procedures and best business practices related to facilities planning, design, contracting, bidding and construction, safety, fiscal budget management, cost controls, scheduling and other project management or department tools as needed.

**FACILITIES PROJECT MANAGER cont'd**

**DESIRABLE QUALIFICATIONS GUIDE**

**Knowledge and Abilities**

Knowledge of:

Methods and execution of project management, budgeting, scheduling, contracts, planning and construction, materials, equipment, supplies related to facilities; Local, state and federal laws governing construction of community college facilities; Site selection and property acquisition procedures; California Environmental Quality Act, Storm Water Pollution and Prevention Programs, Hazardous Materials Abatement Programs, Energy Saving Incentives and Programs; Construction delivery methods: public bid, lease-leaseback, piggyback bids, California Multiple Award Schedule bids, multi-prime, etc.; Design process, design phases, design management, and school construction; Division of State Architect requirements and building codes, and other agency requirements for facility planning and construction.

Ability to:

Evaluate the quality of work performed by outside professionals and contractors; Ability to operate computer and assigned software, including scheduling software, CAD system and access drawings and plans in a facilities database management system; Communicate effectively with diverse constituencies within and outside of the district; Read, interpret, and evaluate construction plans/blueprints and specifications, including laws, policies, regulations and contracts; Manage multiple projects simultaneously.

Training and Experience

Bachelor's degree in engineering, architecture, construction management or other ~~facilities related~~ degree related to area of assignment and five years of increasingly responsible management experience within the last eight years.

Demonstrated experience in managing local bond and state funded projects is preferred. Experience working in a California community college facilities management position is preferred. Possess a valid California driver's license.



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2014

## DISTRICT SUPPORT SERVICES SUPERVISOR

### CLASS SUMMARY

Under administrative direction, plans, organizes, coordinates, the maintenance, repair, minor renovations and construction work for district facilities. Supervise maintenance, operations and grounds personnel. Performs related work as required.

### REPRESENTATIVE DUTIES

Plans, organizes, coordinates, and evaluates the work of a variety of maintenance projects, monitor and provide guidance on building maintenance and repair programs associated with HVAC, plumbing, electrical, and carpentry; coordinates grounds maintenance program and the custodial program with campus and other district facilities; diagnoses operating problems and coordinates repair; process, assign and track maintenance work orders to ensure schedules are met; reviews and recommends maintenance and operation work schedules, purchase equipment and materials; participates in the selection of personnel; performs safety inspections of facilities and provides proper instruction and training for personnel on the safe use of materials and equipment; insures permits and inspections are maintained and kept up to date; evaluates cleaning products, schedules, and standards for buildings and equipment; manages applicable budgets; coordinates the work of the department with contractors, vendors, consultants and on-site personnel; inspects work for quality and changes; assists in ensuring projects are prepared for bid; investigates reports of accidents involving department personnel; confers with college staff in the planning of modifications to facilities; evaluates the work of employees.

### ORGANIZATIONAL RELATIONSHIPS

This class reports to the appropriate administrator and supervises assigned personnel.

### DESIRABLE QUALIFICATION GUIDE

#### **Training and Experience**

Four years of skilled, journey-level experience in one or more of the building or mechanical trades, demonstrated knowledge of all building trades and related functions as required, including three years of progressive management/supervisory experience over building trades, grounds, and/or maintenance.

#### **Knowledge and Abilities**

##### Knowledge of:

Methods, practices, equipment, and supplies used in the building construction trades; repair and remodeling of school buildings and equipment; applicable building codes and the Division of

**DISTRICT SUPPORT SERVICES SUPERVISOR cont'd**

State Architect requirements; preventative maintenance programs and computerized maintenance management systems; the legal provision of school buildings and fire and safety regulations, construction plans and engineering drawings; current construction costs and practices; air conditioning, heating and ventilation, electrical and plumbing systems; record keeping and report preparation techniques of an administrative office; business and shop math applicable to the building trades; equipment, maintenance and repair; custodial and grounds maintenance operations; principles of supervision and training; public works bidding process and construction delivery methods.

Ability to: Plan and organize a maintenance program for equipment, grounds and buildings; estimate costs of maintenance work such as construction of walls, partitions, cabinets, repairs, painting, repair and installation of plumbing, repair and installation of electrical systems and repair of equipment; prepare clear and precise project specifications; reduce incremental maintenance costs through cost analysis of existing and future conditions; interpret blueprints and plans; prepare and interpret plans and specifications; communicate effectively; understand and carry out oral and written instructions; establish and maintain effective relationships with those contacted in the course of the work.

License: Posses a valid and appropriate California Driver's License.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
JOB DESCRIPTION  
DEAN/FINE AND PERFORMING ARTS DIVISION**

**GENERAL RESPONSIBILITIES**

Under the direction of the Vice President of Academic Affairs the Dean of Fine and Performing Arts will lead and administer all aspects of the Division including the design, delivery, staffing, administrative support, supervision and evaluation of division programs, and support staff, related special events, the District television station, and public access television as well as student enrollment, progress, and discipline, and all related records and reports.

**SPECIFIC RESPONSIBILITIES**

**DEVELOPMENT AND DELIVERY OF DIVISION PROGRAMS**

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

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

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

**PERSONNEL**

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

**STUDENTS**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
JOB DESCRIPTION  
DEAN/FINE AND PERFORMING ARTS DIVISION (continued)**

**BUDGETING/FUNDING**

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

**PLANNING**

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

**COMMUNITY CONTACT/REPRESENTATION**

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

**OTHER PROFESSIONAL RESPONSIBILITIES**

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

**ESSENTIAL FUNCTIONS**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
JOB DESCRIPTION  
DEAN/FINE AND PERFORMING ARTS DIVISION (continued)**

**ESSENTIAL FUNCTIONS (continued)**

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

**REQUIRED SKILLS AND QUALIFICATIONS**

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

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

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET**  
**CLASSIFIED**  
**JANUARY 13, 2014**

**CLASSIFIED**New ClassificationAttachment #1

Fine Arts &amp; Theater Facilities Technician

Grade 9

New Appointment

Wolfe, Simone  
 Facility Planning Specialist (CL13-0478)

Effective: January 21, 2014  
 Grade 17, Step 6 \$75,261.64

Yamoto, Sec Stephanie  
 Facility Planning Specialist (CL13-0478)

Effective: January 21, 2014  
 Grade 17, Step 1 \$58,911.07

Professional Growth Increments

Kay, Trevor  
 Admissions & Records Specialist III/ SAC

Effective: February 1, 2014  
 Grade 10, Step 3 + 2.5%L + 6P(1750)  
 \$47,772.29

Out of Class Assignment

Ediss, Michael  
 Skilled Maintenance Worker/ Admin.  
 Services/ SAC

Effective: 01/01/14 – 03/31/14  
 Grade 11, Step 2 + 6PG \$47,630.34

Langelier, Sonya  
 Financial Aid Coordinator/ SCC

Effective: 08/23/13 – 12/02/13  
 Grade 15, Step 3 + 3PG \$59,296.53  
*Extend assignment*

McAdam, Justin  
 Gardener/Utility Worker/ Admin. Services/  
 SAC

Effective: 01/01/14 – 03/31/14  
 Grade 8, Step 2 \$39,253.63

Palomares, Maria  
 Senior Custodian/ Admin. Services/ SAC

Effective: 01/01/14 – 03/31/14  
 Grade 7, Step 5 \$43,724.02

Voluntary Furlough

Gonzalez, Araceli  
General Office Clerk/ School of  
Continuing Education/SAC

Effective: 01/02/14 – 03/31/14  
Grade 3, Step 5 + 1PG @ 94% VF  
\$36,247.14

Ratification of Resignation/Retirement

Gonzalez, Jean  
Custodian/ Admin. Services/ SAC

Effective: December 30, 2013  
Reason: Retirement

Luna, Edward  
Library Technician/ SAC

Effective: January 3, 2014  
Reason: Resignation

**CLASSIFIED HOURLY**

New Appointments

Benavidez, Judith  
Transfer Center Specialist (CL13-0445)  
Counseling/ SAC

Effective: December 9, 2013  
19 Hours/Week 12 Months/Year  
Grade 11, Step A \$20.36/Hour

Huynh, Thydan  
Instructional Assistant (CL13-0491)  
School of Continuing Education/SCC

Effective: December 2, 2013  
Up to 19 Hours/Week School Session  
Grade 5, Step A \$15.96/Hour

Temporary to Hourly On Going

Greenhalgh, Scott  
District Safety Officer (CL13-0469)  
District Safety

Effective: January 4, 2014  
16 Hours/Week 12 Months/Year  
Grade 9, Step A \$18.65/Hour

Professional Growth Increment

Garcia, Anaisabelle  
Instructional Assistant/ Continuing  
Education/ SCC

Effective: February 1, 2014  
Up to 19 Hours/Week School Session  
Grade 5, Step A + 6PG  
\$15.96/Hour + \$125.00/mo. PG

*Out of Class Assignment*

Barker, Hillary Administrative Clerk/ Fire Tech./ SAC	Effective: 12/02/13 – 01/01/14 19 Hours/Week 12 Months/Year Grade 10, Step A \$19.49/Hour
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*Leave of Absence*

Huyen, Thu Ton Instructional Assistant/ School of Continuing Education/SAC	Effective: 12/05/13 – 03/14/14 Reason: Maternity Leave
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Morrow, Linda Program Specialist/ Student Services/ SAC	Effective: 10/14/13 – 10/18/13 12/16/13 – 12/20/13 01/06/14 – 01/17/14 03/10/14 – 03/14/14 05/26/14 – 05/30/14 06/02/14 – 06/20/14 Reason: Revised NWD for 10 Month Contract
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Tran, Vien Publications Assistant/ SAC	Effective: 08/12/13 – 08/23/13 02/03/14 – 02/07/14 04/21/14 – 05/09/14 05/26/14 – 06/13/14 Reason: Revised NWD for 10 Month Contract
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*Ratification of Resignation/Retirement*

Corona Santos, Masiel Instructional Assistant/ School of Continuing Education/SAC	Effective: December 21, 2013 Reason: Resignation
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Franco, Mark Transfer Center Specialist/ Counseling/ SAC	Effective: January 2, 2014 Reason: Resignation
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Gomez, Daniel Video Technician/ Fine & Performing Arts/SAC	Effective: December 12, 2013 Reason: Resignation
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*Ratification of Resignation/Retirement con't*

Gomez, Linda  
Instructional Assistant/ School of  
Continuing Education/SCC  
Effective: October 23, 2013  
Reason: Resignation

Nguyen, Tuan Anh  
Instructional Assistant/ Engineering/ SAC  
Effective: November 11, 2013  
Reason: Resignation

**TEMPORARY ASSIGNMENT**

Campbell, Timothy  
Theatre Facilities Technician/ SAC  
Effective: 01/14/14 – 06/30/14

Cooper, Laura  
Instructional Assistant/ Arts & Humanities/  
SCC  
Effective: 02/03/14 – 06/06/14

Duclos, Chelsea  
Administrative Secretary/ Business Career  
Tech. Educ./ SCC  
Effective: 01/14/14 – 06/06/14

Landeros, Cristina  
Instructional Assistant/ Science & Math/  
SAC  
Effective: 02/10/14 – 06/08/14

Lo, Long  
Instructional Assistant/ Math & Science/  
SCC  
Effective: 05/27/14 – 06/06/14

Nguyen, Thu  
Instructional Assistant/ Science & Math/  
SAC  
Effective: 02/10/14 – 06/08/14

Nickerson, Aimee  
Instructional Assistant/ Math & Science/  
SCC  
Effective: 05/27/14 – 06/06/14

Peck, Devin  
Instructional Assistant/ Arts Humanities/  
SCC  
Effective: 02/03/14 – 06/06/14

**TEMPORARY ASSIGNMENT cont'd**

Pleitez, Roxana  
Sr. Account Clerk/ Business Career Tech.  
Educ./ SCC

Effective: 01/20/14 – 05/23/14

Purkiss, Dylan  
Instructional Assistant/ Math & Science/  
SCC

Effective: 02/10/14 – 06/06/14

Rosenbaum, David  
Lifeguard/ Math & Science/ SCC

Effective: 02/10/14 – 06/08/14

Correction of Temporary Assignment

Campbell, Timothy  
Theatre Facilities Technician/ SAC

Effective: 12/16/13 – 01/13/14

Additional Hours for On Going Assignment

Cabrera, Juan  
Instructional Assistant/ Science & Math/  
SAC

Effective: 01/21/14 – 01/30/14  
Not to exceed 19 consecutive days in any  
given period.

Greenhalgh, Scott  
District Safety Officer/ District

Effective: 01/04/14 – 06/30/14  
Not to exceed 19 consecutive days in any  
given period.

Kramer, Jessica  
Instructional Assistant/ Math & Science/  
SCC

Effective: 05/27/14 – 06/06/14  
Not to exceed 19 consecutive days in any  
given period.

Osea, Mark  
Instructional Assistant/ Math & Science/  
SCC

Effective: 02/03/14 – 06/06/14  
Not to exceed 19 consecutive days in any  
given period.

Zambrano, Adalberto  
Instructional Assistant/ Science & Math/  
SAC

Effective: 01/21/14 – 01/30/14  
Not to exceed 19 consecutive days in any  
given period.





**COMMUNITY SERVICE PRESENTERS**

*Stipends Effective November 11 – December 10, 2013*

Bradley, Sabrina	Amount: \$ 188.00
Clary, Ling Ling	Amount: \$ 720.00
Cohen, Robert	Amount: \$ 256.62
Dumon, Dori	Amount: \$ 227.50
Famolaro, Felix	Amount: \$ 1,980.00
Figuroa, Miguel	Amount: \$ 1,212.97
Fischer Militaru, Mariana	Amount: \$ 825.00
Friebert, Martin	Amount: \$ 825.00
Greville, Nina	Amount: \$ 69.60
Larsen, JoEllen	Amount: \$ 216.80
Lindquist, Robert	Amount: \$ 151.38
Mack, Karen	Amount: \$ 229.33
Manapat, Lorna	Amount: \$ 379.01
Nolasco, Jeffrey	Amount: \$ 675.00
Potter, John	Amount: \$ 315.00
Rivera, Rodrigo	Amount: \$ 88.74
Rivera, Rodrigo	Amount: \$ 143.72
Schindelbeck, Judy	Amount: \$ 360.00
Thurston, Dawna	Amount: \$ 240.00
Tran, Chi	Amount: \$ 429.77
Vallot, Lothar	Amount: \$ 85.26



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

*Attachment #1*  
**CLASS SPECIFICATION  
JANUARY 2014**

**FINE ARTS & THEATER FACILITIES TECHNICIAN**

**CLASS SUMMARY**

Under general supervision – assists in the design, directs and assists in fabrication and construction of stage sets, gallery wall systems, shelves, pedestals, platforms and other structures as needed for exhibitions; maintains and operates theater lighting, sound, projection and other stage equipment; maintains and operates gallery lighting; maintains theater and gallery shop and storage areas; performs related duties as required.

**REPRESENTATIVE DUTIES**

Assists in the design and constructs sets from set designer's plans and elevations; directs student assistants and stagecraft class who assist in constructing sets; uses shop equipment such as saws and drills; coordinates productions of Theatre, Dance and Music Department, outside groups and community services groups including lighting, sound, set or stage, projection, curtain; designs arrangements and layout and maintains equipment needed for successful productions; repairs lighting equipment; assists in the design and layout of the art gallery from the gallery director's plans; directs student assistants and gallery production students who assist in the preparation of the gallery and installation of artwork; designs lighting for each exhibition; maintains equipment and supplies for gallery preparation of exhibitions; provides cleaning, maintenance and organization of shop and storage areas; drives to pick up and return theater props and equipment or artwork to artist studios, museums and other galleries.

**ORGANIZATIONAL RELATIONSHIPS**

This class reports to the designated administrator or supervisor. May direct the work of student assistants and works with resident and outside groups who have productions, performances, concerts, events and lectures as well as outside artists and/or galleries who are part of gallery exhibitions. This class must have flexible work hours to accommodate day and evening performances or events.

**DESIRABLE QUALIFICATIONS GUIDE**

**Training and Experience**

Any combination of training and/or experience equivalent to college or special training in fine arts or technical theater production and one year of responsible experience in theater or college drama or stage productions, involving all of the major technical aspects such as lighting, sound, electrical equipment and set design and fabrications or gallery or museum exhibition installation and design

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2014

**FINE ARTS AND THEATER FACILITIES TECHNICIAN  
(continued)**

**Knowledge and Abilities**

Good Knowledge of: materials, equipment, and methods used in set fabrication and construction or gallery installation and construction of walls, pedestals, shelves, small lifts and other special structures; lighting equipment, lighting controls, sound systems, projection equipment, and related electric and electronic theater equipment and facilities, and of their practical operation, maintenance, and repair; operation and maintenance of power shop tools and equipment.

Ability to: design, fabricate, and construct stage settings, exhibition settings and arrangements; train and direct student assistants; communicate with resident and outside groups, galleries and museums personnel authorized to make presentations, assist them in making proper and practical plans, and cooperate with them in production work; operate lighting, sound, and other electrical and electronic stage equipment; properly light an art exhibition and make minor design changes and repairs. Able to lift 50 lbs and climb 12 foot ladder.

License: valid California Motor Vehicle Operator's License.



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Human Resources and Educational Services

To:	Board of Trustees	Date: January 13, 2014
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Center Teachers, CSEA Chapter 888	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

**BACKGROUND**

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Child Development Center Teachers, CSEA Chapter 888, is presented for information and public review. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

**ANALYSIS**

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

**RECOMMENDATION**

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Child Development Center Teachers, CSEA Chapter 888 and schedule a public hearing for February 3, 2014.

Fiscal Impact: TBD	Board Date: January 13, 2014
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Raúl Rodríguez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources and Educational Services

To:	Board of Trustees	Date: January 13, 2014
Re:	Approval of Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the California School Employees Association, Chapter 579	
Action:	Request for Approval	

**BACKGROUND**

The District and the California School Employees Association (CSEA) have reached tentative agreement on a successor agreement. The tentative agreement was ratified by the CSEA membership on December \_\_, 2013. The proposed agreement is now presented to the Board of Trustees for approval.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with the California School Employees Association, Chapter 579 for the period of July 1, 2013 through June 30, 2016.

Fiscal Impact: As presented on attached disclosure	Board Date: January 13, 2014
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

**Rancho Santiago Community College District**

Name of Bargaining Unit: California School Employees Association, Chapter 579

The proposed agreement covers the period beginning July 1, 2013 and ending June 30, 2016  
 and will be acted upon by the Governing Board at its meeting on January 13, 2014

**A. Proposed Change in Compensation**

Compensation			Fiscal Impact of Proposed Agreement		
			Current Year 2013-14	Year 2 2014-15	Year 3 2015-16
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)		N/A	N/A
2.	Salary Schedule Increase (Decrease)	Cost (+/-)	\$475,702 1.57%	N/A	N/A %
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc)	Cost (+/-)		N/A	N/A
		Increase in stipends	\$17,571		
		2 Additional Paid Holidays, salary portion	\$254,398		
		Est. Cash-out of 50% of annual vacation accrual	\$50,000	%	%
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)	\$179,811	N/A	N/A
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-)	\$9,022	N/A	N/A
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-)	\$986,505	N/A	N/A
7.	Total Number of Represented Employees		676		
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-)	\$1,459	N/A	N/A

Please include comments and explanations as necessary:

1.57% salary schedule increase effective 7/1/2013.  
Maintain employee contributions to medical/dental benefits at current levels.  
Total Compensation Increase of \$986,505 represents a 3.26% increase

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

Provide one-time additional paid holidays on December 30 and 31, 2013.

Revise evaluation criteria for employees who support instruction and student learning

Allow cash-out of 50% of annual vacation accrual in cases of documented financial hardship

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

None anticipated.

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

None

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**E. Source of Funding for Proposed Agreement**

1. Current Year

Base revenue.

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

Base revenues plus unrestricted general fund income.

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

Not applicable. Financial aspects of agreement will be reopened each year.

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

**1. State Reserve Standard**

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

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

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

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

**G. Certification**

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

**Proposed New Language**

**Article 1 – Agreement and Recognition**

For the purposes of interpreting this contract when referring to classified employees, RSCCD and CSEA have agreed to define those classified employees as listed below:

1. Permanent Employee - one who has been employed more than 12 months.
2. Probationary Employee - one who has been employed less than 12 months.
3. Salaried Employee - one who works 20 hours or more per week. Receives benefits as defined in the CSEA Contract.
4. Hourly On-Going Employee - one who works less than 20 hours per week. Receives pro-rata benefits as described in the CSEA Contract with the exception of Health and Welfare. Hourly ongoing employees, whose classification is defined as up to 19 hours per week, may or may not include flexible schedules. (ie: flexible start times, days of week, etc.).
5. Classified Unit Employee - all employees whose employment is defined by the CSEA Contract (generic term unit-employee or employee).
6. 6. Regular Part-Time Unit Employees - Salaried employees who work more than 20 hours but less than 40 hours per week.

**Article 7 – Association Rights and Non-Discriminatory Practices**

**7.7 Physical Examination**

~~A unit employee may be required by the Chancellor to be examined by a District-approved physician at any time at District expense.~~

**Article 10 – Leaves**

**10.8 Maternity Leave**

The District shall grant maternity leave in compliance with Government Code Section ~~42985~~ 12945.

**ARTICLE 11 -- Holiday Leave**

11.1 Unit employees shall be entitled to the following holidays with pay provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

Independence Day	New Year's Day	
Labor Day	Martin Luther King, Jr. Day	
Veteran's Day	Lincoln's Birthday	
Thanksgiving	President's Day	
Day after Thanksgiving Day	Cesar Chavez Day	6.4 (6)

Christmas Week (5 days)\*\*\*

\*\*Spring Break (2 days)\*  
Memorial Day

\*\*\*Unit employees shall also receive December 30 & 31, 2012 2013 as a one-time additional holidays.

\*\*Any employee who is required to work on one or more of these days, (e.g. employees working in maintenance, custodial and safety classification) shall be given a floating holiday for each day worked, which shall be used on a date mutually agreed to between employee and supervisor.

### **ARTICLE 12 -- Vacation Leave**

12.9 All vacation leave must be approved or denied by the District within fifteen (15) working days from the date submitted by the employee. Vacation shall be approved on a first come, first approve basis. If vacation requests are received on the same date requesting the same vacation dates, the most senior employee within the department shall be given preference. The immediate supervisor shall inform the employee within one working day following the approval of the vacation request.

In the event any vacation is denied, the immediate supervisor must provide a written explanation of the denial prior to the first day of vacation requested or within fifteen (15) days of the date the request is submitted whichever occurs earlier.

12.14 The District shall allow the cash-out of up to 50% of a unit member's annual vacation accrual in the event of documented hardship, upon joint approval of CSEA and the Chancellor.

### **ARTICLE 14 –Wages and Hours**

#### 14.1 Salary

The salary schedule for ~~2012/2013~~ 2013/14 shall be increased by 1.57% effective July 1, ~~2012~~ 2013. The part-time schedule shall be adjusted to parity with the first step of the full-time salary schedule effective July 1, 2007.

#### 14.2 Work Week

The established work week for unit employees shall be from 12:01 a.m. Sunday to 12:00 Midnight the following Saturday.

Unit employees of the Rancho Santiago Community College District may select one of the following unit schedules by agreement with their supervisor. All hours are exclusive of unpaid meal breaks. The designation of the established work week shall not preclude the unit member and supervisor from mutually agreeing to a temporary alteration of the work schedule.

- a. 9/80 work schedule, consisting of nine consecutive hours per day, 80 hours per two weeks consisting of eight 9 consecutive hour days and one 8 consecutive hour day.
- b. 36/4 work schedule, consisting of four 9 consecutive hour work days and one 4 consecutive hour work day as follows: Monday through Thursday 9 consecutive hours a day, 4 consecutive hours on Friday.
- c. 4/40 work schedule, consisting of 4 days per week, 10 consecutive hours a day.
- d. d. 5/40 work schedule, 5 days per week, 8 consecutive hours a day.



## **ARTICLE 19 –Health and Welfare**

### **19.5 Insurance Premiums**

a. Effective July 1, ~~2012~~ 2013, the portion of the premium paid by the District shall be limited to a maximum contribution of \$22,560.12. The maximum contribution shall be automatically increased by an amount not to exceed 10% in each succeeding year. If the annual premium renewal rates represent an increase of more than 10%, the District and CSEA agree to immediately open negotiations on this article.

## **ARTICLE 21 –Health and Safety**

21.6 All unit employees shall be required to undergo an examination within four years of employment and every four years thereafter to determine if they are free from tuberculosis.

A unit employee may be required by the Chancellor to undergo a Fitness for Duty Examination at any time at District expense.

Unit employees shall receive released time for any examinations required by this section.

## **ARTICLE 22 –Professional Growth Program**

### **22.3 Award/Increment**

22.3.1 Twelve (12) points must be earned for each increment. Four (4) of the twelve points may be general development course work.

22.3.2 Salaried employees working twenty (20) or more hours per week shall be awarded an annual increase of \$500.00 for each increment until a maximum of ~~six (6)~~ seven (7) increments are earned. All hourly on-going employees working nineteen (19) hours or less per week will receive a fraction of \$250.00 per increment as their assigned time bears to nineteen (19) hours.

## **ARTICLE 28 – Effects of Layoff**

### **23.3 Notification of Employees**

23.3.1 Employees affected by layoff shall be given written notice ~~forty five (45)~~ sixty (60) days prior to the effective date of layoff and shall be informed of their displacement rights (bumping), if any, and re-employment rights.

## **ARTICLE 28 – Duration of Agreement**

28.1 This Agreement between the District and CSEA is effective on July 1, ~~2010~~ 2013 and shall remain in full force and effect through the close of the workday on June 30, ~~2013~~ 2016, unless earlier superseded or amended by agreement of the parties.

The parties hereby agree that there will be reopeners for health and welfare, wages, and professional growth, and two (2) other articles for each side in and ~~2012/2013~~ 2014/2015 and 2015/2016.

EXHIBIT A:

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
CLASSIFIED PERFORMANCE APPRAISAL FORM**

Employee's Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Period Covered by Appraisal: From \_\_\_\_\_ to \_\_\_\_\_

**Status** (*please check one*)

Probationary:	___ 3-Months	___ 7-Months	___ 11-Months
Promotional:	___ 6-Months		
Regular:	___ 3-Years	___ Special Evaluation	

**Required for 6-Months or 11-Months Probationary Employees Only** (*please check one and sign*)

Regular Status Recommended:	___ No	___ Yes	Date: _____
Immediate Supervisor ( <i>signature</i> ): _____			

**Abilities and Skills Affecting Performances:**

Identify and evaluate those abilities and skills that are relevant to the accomplishments of the employee's job responsibilities. Job relevant skills not listed may be added. (Definitions can be found on last page)

**Abilities/Skills:**

1 = Above Standard                      2 = Standard                      3 = Below Standard                      4 = Not Relevant to Job

**Documentation:**

Ratings of above standard and below standard must be supported citing examples. Reference Abilities/Skills letter for each comment.

	<b>Abilities/Skills</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
A.	Adaptability/Flexibility				
B.	Analytical Reasoning				
C.	Coaching/Developing Others				
D.	Communications ( <i>listening, oral, written</i> )				
E.	Follow-up, Monitoring				
F.	Creativity/Innovation				
G.	Decisiveness				
H.	Delegation				
I.	Initiative				
J.	Interpersonal Skills				
K.	Know-how				
L.	Leadership				
M.	Planning & Organizing				
N.	Attendance				
O.	Punctuality				
P.	Safety Consciousness				
Q.	Quality of Work				
R.	Quantity of Work				
S.	Supporting Student Learning ( <i>if applicable</i> )				
T.	Other ( <i>define</i> )				
U.	Overall Rating				

**Comments for: Above Standard / Below Standard Ratings / Suggestions for Improvement**

Ratings of above standard and below standard must be supported citing examples. Reference Abilities/Skills letter for each comment.

Empty box for providing comments.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
CLASSIFIED PERFORMANCE APPRAISAL FORM**

You have the right to respond to this evaluation either orally or in writing. If you choose to respond in writing, your response must be received in Human Resources within (30) thirty calendar days of the evaluation date.

**SIGNATURES**

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Signing this report does not indicate that the employee agrees or disagrees with the report, but merely that he/she has seen it and has received a copy.

## DEFINITIONS

- A. ***Adaptability/Flexibility*** – The ability to change approaches or methods based upon circumstances unique to a particular situation in order to achieve the desired results.
- B. ***Analytical Reasoning*** – The ability to separate a situation or problem into its component parts, identify all relevant factors, apply the principles of logic to determine relationships of variables, and thereby develop sound conclusions.
- C. ***Coaching/Developing Others*** – The ability to recognize performance strengths and limitations of subordinates, and to effectively help them overcome their limitations and achieve their maximum potential.
- D. ***Communications (listening, oral, written)*** – The ability to accurately and effectively transmit and receive information that is necessary to the accomplishment of position responsibilities.
- E. ***Follow-up, Monitoring*** – The ability to implement methods and systems to track performance in the utilization of resources (including people) to achieve a planned result.
- F. ***Creativity/Innovation*** – The ability to bring original thoughts or new and unique ideas into the accomplishment of position responsibilities.
- G. ***Decisiveness*** – The willingness to make timely decisions based upon available information. The ability to recognize the point in time when the potential benefits of making the decision with existing information outweigh those of delaying until more data can be gathered.
- H. ***Delegation*** – The ability to allocate work among subordinates equitably in such a way as to optimize the efficiency of the group as well as the development of the individuals comprising it.
- I. ***Initiative*** – Self-motivation or energy applied to the commencement of needed activities without awaiting a directive.
- J. ***Interpersonal Skills*** – The ability to relate to and interact with others in a positive way that results in cooperation, mutual respect, and common benefit.
- K. ***Know-how*** – Knowledge of how to accomplish something smoothly and efficiently within the given organizational environment.
- L. ***Leadership*** – The ability to influence the activities of others in a desired direction, often by setting an example and establishing credibility, thereby inspiring their trust and loyalty.
- M. ***Planning and Organizing*** – The ability to project the future course of action needed to achieve an identified objective, and to coordinate the activities and resources involved in such a way as to maximize the efficiency of the process.
- N. ***Attendance*** – Absence/tardiness and its effect on operations.
- O. ***Punctuality*** – The ability to meet deadlines, operational commitments, lunch/break periods, and otherwise complete assigned tasks within reasonable time frames.
- P. ***Safety Consciousness*** – The ability to take necessary and reasonable precautions and to follow safety guidelines as prescribed.
- Q. ***Quality of Work*** – Accuracy in work. Freedom from errors. Job performance.
- R. ***Quantity of Work*** – Amount of work completed and speed with which it is done.
- S. ***Supporting Student Learning (if applicable)*** – The ability to support student learning through assigned responsibilities.

## PERFORMANCE LEVELS

1. ***Above Standard*** – Contribution exceeds what is normally expected. Often viewed as a model for other employees in the specific area of evaluation. Others see this individual's counsel based on demonstrated authority of knowledge. A majority of marks at this level would signify to the employee that they are ready for further growth opportunities.
2. ***Standard*** – Performance is what is expected of a fully qualified and experienced person in the position. You would not require significant improvement. If improvement occurs, it is a plus. If not, you have no reason to complain. There is confidence in most recommendations and the individual requires only normal supervision and follow-up.
3. ***Below Standard*** – Has been on the job long enough to have shown better performance. Must be made aware of performance deficiencies. Has not grasped the situation. If there are a number of marks in the category, the individual should be on a formal improvement program. Could result from being new on the job.

**Rancho Santiago Community College District**  
**CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION**  
**PERMANENT CONTRACT SALARY SCHEDULE**  
**Effective: JULY 1 , 2013**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	\$30,017.51	\$31,547.61	\$33,127.49	\$34,794.43	\$36,536.02	\$38,377.13
2	\$30,875.87	\$32,405.97	\$34,035.60	\$35,752.30	\$37,556.09	\$39,459.40
3	\$31,746.65	\$33,289.20	\$34,993.47	\$36,772.38	\$38,625.92	\$40,566.55
4	\$32,791.60	\$34,408.80	\$36,125.50	\$37,954.17	\$39,869.91	\$41,860.30
5	\$33,861.44	\$35,565.70	\$37,344.61	\$39,210.60	\$41,176.10	\$43,241.13
6	\$35,055.67	\$36,834.57	\$38,700.57	\$40,641.19	\$42,693.78	\$44,821.00
7	\$36,473.82	\$38,314.93	\$40,230.68	\$42,270.81	\$44,410.49	\$46,612.34
8	\$37,954.17	\$39,869.91	\$41,860.30	\$43,999.97	\$46,201.83	\$48,515.65
9	\$39,546.48	\$41,549.30	\$43,651.65	\$45,853.51	\$48,142.45	\$50,555.81
10	\$41,337.82	\$43,427.73	\$45,604.72	\$47,881.22	\$50,257.23	\$52,770.10
11	\$43,178.94	\$45,331.04	\$47,595.09	\$50,008.45	\$52,521.30	\$55,146.12
12	\$45,443.00	\$47,756.82	\$50,145.28	\$52,645.71	\$55,320.28	\$58,057.07
13	\$47,831.46	\$50,207.48	\$52,720.35	\$55,394.93	\$58,156.58	\$61,092.40
14	\$50,406.52	\$52,931.82	\$55,593.96	\$58,368.06	\$61,328.76	\$64,401.42
15	\$53,242.82	\$55,892.53	\$58,703.94	\$61,614.88	\$64,737.31	\$67,959.23
16	\$56,489.64	\$59,325.94	\$62,261.75	\$65,396.61	\$68,680.75	\$72,101.72
17	\$59,835.97	\$62,833.99	\$65,981.28	\$69,290.31	\$72,773.48	\$76,443.25
18	\$63,518.18	\$66,715.25	\$70,074.03	\$73,582.07	\$77,276.73	\$81,133.10
19	\$67,698.00	\$71,081.65	\$74,664.34	\$78,421.20	\$82,327.33	\$86,469.82
20	\$72,313.21	\$75,933.21	\$79,727.39	\$83,695.72	\$87,937.73	\$92,316.59
21	\$77,314.05	\$81,182.87	\$85,263.15	\$89,554.93	\$93,995.98	\$98,710.70
22	\$83,894.76	\$88,074.58	\$92,490.74	\$97,143.27	\$101,982.39	\$107,095.19

Based on 12 Month/Year

Service Recognition:

10 Years 2.5%  
15 Years 5.0%  
18 Years 7.5%  
30 Years 10 %

Differential Pay:

Bilingual Requirement 2.5%  
Swing Shift 5%  
Graveyard Shift 7.5%

1.57% Cola

Board Approved: January 13, 2014

**Rancho Santiago Community College District**  
**CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION**  
**PERMANENT HOURLY SALARY SCHEDULE**  
**Effective July 1, 2013**

GRADE	STEP A		2.50%	5.00%	7.50%	5-10.0%
C	\$9.09		\$9.32	\$9.55	\$9.78	\$10.00
B	\$12.14		\$12.44	\$12.75	\$13.05	\$13.35
A	\$13.93		\$14.29	\$14.63	\$14.98	\$15.32
1	\$14.38		\$14.74	\$15.09	\$15.46	\$15.82
2	\$14.78		\$15.16	\$15.52	\$15.89	\$16.27
3	\$15.21		\$15.59	\$15.96	\$16.35	\$16.73
4	\$15.71		\$16.10	\$16.49	\$16.89	\$17.28
5	\$16.21		\$16.62	\$17.02	\$17.43	\$17.83
6	\$16.79		\$17.22	\$17.63	\$18.06	\$18.47
7	\$17.47		\$17.90	\$18.34	\$18.77	\$19.22
8	\$18.17		\$18.63	\$19.08	\$19.54	\$19.99
9	\$18.94		\$19.42	\$19.88	\$20.36	\$20.84
10	\$19.80		\$20.30	\$20.80	\$21.28	\$21.78
11	\$20.68		\$21.20	\$21.72	\$22.24	\$22.75
12	\$21.76		\$22.31	\$22.85	\$23.39	\$23.94
13	\$22.91		\$23.48	\$24.06	\$24.63	\$25.20
14	\$24.14		\$24.75	\$25.36	\$25.96	\$26.56
15	\$25.50		\$26.14	\$26.78	\$27.42	\$28.05
16	\$27.06		\$27.73	\$28.41	\$29.09	\$29.76
17	\$28.65		\$29.37	\$30.08	\$30.80	\$31.51
18	\$30.42		\$31.17	\$31.94	\$32.70	\$33.45
19	\$32.43		\$33.24	\$34.04	\$34.86	\$35.67
20	\$34.63		\$35.51	\$36.37	\$37.24	\$38.10
21	\$37.03		\$37.95	\$38.89	\$39.81	\$40.73
22	\$40.18		\$41.19	\$42.19	\$43.20	\$44.20

**SERVICE RECOGNITION:**

10 Years      2.50%  
15 Years      5.00%  
18 Years      7.50%  
30 Years      10.00%

**DIFFERENTIAL PAY:**

Bilingual Requirement    2.5%

\* Longevity granted to on-going employees only.

1.57% Cola

Board Approved: January 13, 2014



