

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, April 1, 2013
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS 4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Recognition of Students

1.5 Public Comment

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

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

1.6 Approval of Minutes – Regular meeting of March 11, 2013 Action

1.7 Approval of Consent Calendar Action

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

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

1.8 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA)

1.9 Presentation on Brown Act Basics

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

- Adult Education Advocacy Trip

2.2 Reports from College Presidents

- Enrollment
- Facilities
- College activities
- Upcoming events

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

- Student activities

2.5 Reports from Academic Senate Presidents

- Senate meetings

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

Action

- Approval of New Job Descriptions
- Approval of Hiring of Long-term Substitutes per E.C. 87481 and 87482
- Ratification of Resignations/Retirements
- Approval of Adjusted Salary Placements for Interim to Permanent Assignments
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires

3.2 Classified Personnel

Action

- Approval of New Job Descriptions
- Approval of Changes in Positions
- Approval of Changes in Salary Placements
- Approval of Leaves of Absence
- Approval of Temporary Assignments

3.2 Classified Personnel – (cont.)

- Approval of Additional Hours for On Going Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Corrections to Community Service Presenters Stipend Effective Dates
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists and Stipends

3.3 Adoption of Rancho Santiago Community College District (RSCCD) Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA) Action

The administration recommends adoption of the district's initial bargaining proposal to the Continuing Education Faculty Association.

4.0 INSTRUCTION

*4.1 Approval of New OTA Agreement – Select Physical Therapy Holdings, Inc. Action

The administration recommends approval of the agreement with Select Physical Therapy Holdings, Inc. in King of Prussia, Pennsylvania.

*4.2 Approval of New OTA Agreement – Delano Regional Medical Center Action

The administration recommends approval of the agreement with Delano Regional Medical Center in Delano, California.

*4.3 Approval of New OTA Agreement – Glenwood Care Center Action
The administration recommends approval of the agreement with Glenwood Care Center in Oxnard, California.

*4.4 Approval of OTA Agreement Renewal – Hands on Hands Rehab, Inc. Action
The administration recommends approval of the agreement with Hands on Hands Rehab Inc. in Huntington Beach, California.

*4.5 Approval of OTA Agreement Renewal – Redlands Community Hospital Action
The administration recommends approval of the agreement with Redlands Community Hospital in Redlands, California.

*4.6 Approval of OTA Agreement Renewal – Total Education Solutions Action
The administration recommends approval of the agreement with Total Education Solutions in South Pasadena, California.

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

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Adoption of Resolution No. 13-17 – Concrete for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 13-17 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Humanities building at SCC as presented.
- *5.3 Approval of Change Order #4 for Bid #1137 – Masonry for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #4 for Bid #1137 for Industrial Masonry, Inc. for masonry for the Humanities building at SCC as presented.
- *5.4 Approval of Change Order #2 for Bid #1149 – Equipment and Furnishings for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1149 for Herk Edwards, Inc. for equipment and furnishings for the Athletic/Aquatic complex at SCC as presented.
- *5.5 Approval of Notice of Completion for Bid #1138 – Structural Steel and Metals for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for Structural Steel and Metals for the Athletic/Aquatic complex project at SCC as presented.
- *5.6 Approval of Notice of Completion for Bid #1139 – Electrical for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for electrical for the Athletic/Aquatic complex project at SCC as presented.
- *5.7 Approval of Notice of Completion for Bid #1142 – Fire Suppression for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for fire suppression for the Athletic/Aquatic complex project at SCC as presented.

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

- *5.8 Approval of Notice of Completion for Bid #1143 – Glass/Glazing and Aluminum Systems for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for glass/glazing and aluminum systems for the Athletic/Aquatic complex project at SCC as presented.
- *5.9 Approval of Notice of Completion for Bid #1144 – Roofing, Waterproofing, and Composite Aluminum Panels for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for roofing, waterproofing, and composite aluminum panels for the Athletic/Aquatic complex project at SCC as presented.
- *5.10 Approval of Notice of Completion for Bid #1145 – Casework, Fixtures, and Laboratory Equipment for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for casework, fixtures, and laboratory equipment for the Athletic/Aquatic complex project at SCC as presented.
- *5.11 Approval of Notice of Completion for Bid #1146 – Framing/Elevators for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for framing/elevators for the Athletic/Aquatic complex project at SCC as presented.
- *5.12 Approval of Notice of Completion for Bid #1147 – Interior Systems for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for interior systems for the Athletic/Aquatic complex project at SCC as presented.
- *5.13 Approval of Notice of Completion for Bid #1148 – Flooring for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for flooring for the Athletic/Aquatic complex project at SCC as presented.
- *5.14 Approval of Notice of Completion for Bid #1149 – Equipment and Furnishings for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for equipment and furnishings for the Athletic/Aquatic complex project at SCC as presented.

- *5.15 Approval of Notice of Completion for Bid #1151 – Earthwork for Athletic/Aquatic Complex Project at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for earthwork for the Athletic/Aquatic complex project at SCC as presented.
- *5.16 Approval of Classroom Lease Renewal with Orange Unified School District (OUSD) Action
The administration recommends approval of SCC Orange Education Center lease agreement renewal for classroom space with OUSD for the period of July 1, 2012, through June 30, 2013, as presented.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- Board Financial Assistance Program (BFAP) (SAC) \$699,565
- *6.2 Approval of Sub-Agreements between RSCCD and Los Rios Community College District and Southwestern Community College District Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign the agreements on behalf of the district.
- 6.3 Review of Implications of Planning Information
The material is presented to the board as an informational item.
- 6.4 Adoption of Rancho Santiago Community College District 2013-2023 Goals Action
The administration recommends adoption of the RSCCD 2013-2023 goals.
- 6.5 Approval to Negotiate a Project Labor Agreement Action
The administration recommends authorization be given to the chancellor to negotiate a Project Labor Agreement with the Los Angeles/Orange County Building Trades Council.
- 6.6 Approval of Appointments to Measure Q Citizens’ Bond Oversight Committee Action
The administration recommends approval of appointments to the Measure Q Citizens’ Bond Oversight Committee.

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

- *6.7 Adoption of Resolution No. 13-14 in Honor of Gaddi Vasquez as City of Orange Citizen of the Year Action
It is recommended that the board adopt Resolution No. 13-14 honoring Gaddi Vasquez as the City of Orange Citizen of the Year.
- *6.8 Adoption of Resolution No. 13-15 in Honor of Children’s Hospital of Orange County as City of Orange Large Business of the Year Action
It is recommended that the board adopt Resolution No. 13-15 honoring Children’s Hospital of Orange County as the City of Orange Large Business of the Year.
- *6.9 Adoption of Resolution No. 13-16 in Honor of Colonial Home Care as City of Orange Small Business of the Year Action
It is recommended that the board adopt Resolution No. 13-16 honoring Colonial Home Care as the City of Orange Small Business of the Year.
- 6.10 Reports from Board Committees Information
 - Orange County Community Colleges Legislative Task Force
- 6.11 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

California Department of Finance and Dr. Jack Scott, Chancellor of the California Community Colleges v. Jan Grimes, in her official capacity as Interim Orange County Auditor-Controller, and Does 1-10, Orange County Superior Court Case No. 30-2012-00559592 CU-WM-CJC

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

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association

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

5. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
a. Chancellor

6. 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.

- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on April 15, 2013.

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

Board of Trustees (Regular meeting)

Tuesday, March 11, 2013

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:34 p.m. by Ms. Arianna Barrios. Other members present were Ms. Claudia Alvarez, Mr. John Hanna, Ms. Nelida Mendoza Yanez, Mr. Jose Solorio, Mr. Phillip Yarbrough, and Mr. Ryan Ahari. Mr. Larry Labrado arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Solorio.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough, seconded by Ms. Mendoza Yanez, and carried unanimously to approve an addendum for Item 3.2 (Classified Personnel).

1.4 Public Comment

Mr. Morrie Barembaum spoke regarding funds that were removed from Santiago Canyon College's (SCC) budget.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried with a vote of abstention from Mr. Hanna, to approve the minutes of the regular meeting held February 19, 2013.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Ahari, and carried unanimously to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 4.4 (Santa Ana College [SAC] Community Services Program – Summer 2013) and Item 4.5 (SCC Community Services Program – Summer 2013) removed from the Consent Calendar by Mr. Hanna; and Item 5.18 (Appointments to Measure Q Citizens' Bond Oversight Committee) removed by Mr. Yarbrough.

4.1 Approval of Amendment #1 to OTA Agreement – Northridge Hospital Medical Center

The board approved the agreement amendment with the Northridge Hospital Medical Center in Northridge, California.

4.2 Approval of New SLPA Agreement – Rowland Unified School District

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

4.3 Approval of New Human Development Agreement – Centralia School District

The board approved the agreement with Centralia School District in Buena Park, California.

4.6 Approval of Proposed Curricula Revisions for 2013-2014 Santa Ana College Catalog

The board approved the proposed revisions for the 2013-2014 SAC catalog.

4.7 Approval of Proposed Curricula Revisions for 2013-2014 Santiago Canyon College Catalog

The board approved the proposed revisions for the 2013-2014 SCC catalog.

4.8 Approval of Consulting Agreement with Cynosure New Media, Inc.

The board approved the consulting agreement with Cynosure New Media, Inc., to support the development of an on-line orientation program for students at SAC and SCC.

4.9 Approval of Workforce Investment Act of 1998 (WIA) Individual Training Accounts (ITA) Provider Services

The board approved the Orange County Workforce Investment Board's contract for Individual Training Account Provider Services as presented.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers during the month of January 2013.

1.6 Approval of Consent Calendar – (cont.)

- 5.3 Approval of 2013-2014 Tentative Budget Assumptions
The board approved the Tentative Budget Assumptions for the 2013-2014 fiscal year as presented.
- 5.4 Approval of Additional Testing Services for Soccer Field and Road Alignment at Santa Ana College
The board approved additional testing services for the SAC soccer field and road alignment by Reliant Testing Engineers as presented.
- 5.5 Approval of Change Order #5 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College
The board approved change order #5 for Bid #1179 for Los Angeles Engineering Inc. for the soccer field and football facilities at SAC as presented.
- 5.6 Approval of Notice of Completion for Bid #1201 – AT&T/SEC Electrical and Communications Equipment Installation at Santa Ana College
The board approved the notice of completion for the AT&T/SEC electrical and communications equipment installation at SAC.
- 5.7 Approval of Additional Consulting Services for the Maintenance & Operations (M&O) Building Roof at Santiago Canyon College
The board approved additional consulting services for the M&O building roof project at SCC as presented.
- 5.8 Adoption of Resolution No. 13-11 for Concrete for Athletic/Aquatic Complex at Santiago Canyon College
The board adopted Resolution No. 13-11 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Athletic/Aquatic complex at SCC as presented.
- 5.9 Adoption of Resolution No. 13-13 for Plumbing for Humanities Building at Santiago Canyon College
The board adopted Resolution No. 13-13 for Bid #1140 for Interpipe Construction, Inc. for plumbing for the Humanities building at SCC as presented.
- 5.10 Approval of Change Order #9 for Bid #1136 – Concrete for Humanities Building at Santiago Canyon College
The board approved change order #9 for Bid #1136 for Guy Yocom Construction, Inc. for concrete for the Humanities building at SCC as presented.
- 5.11 Approval of Change Order #13 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College
The board approved change order #13 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.12 Approval of Change Order #5 for Bid #1143 – Glass/Glazing for Humanities Building at Santiago Canyon College

The board approved change order #5 for Bid #1143 for Glazcon Productions for glass/glazing for the Humanities building at SCC as presented.

5.13 Approval of Change Order #7 for Bid #1144 – Roofing for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #7 for Bid #1144 for Troyer Contracting Company, Inc. for roofing for the Athletic/Aquatic Complex at SCC as presented.

5.14 Approval of Change Order #2 for Bid #1150 – Pool for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #2 for Bid #1150 for Nadar, Inc. for the pool for the Athletic/Aquatic complex at SCC as presented.

5.15 Approval of Notice of Completion for Bid #1181 for Signalization and Street Improvement Project at Santiago Canyon College

The board approved the notice of completion for the signalization and street improvement project at SCC as presented.

5.16 Approval of Notice of Completion for Bid #1191 for M&O Roofing Project at Santiago Canyon College

The board approved the notice of completion for the M&O roofing project at SCC as presented.

5.17 Approval of Lease Agreement with CouponEx

The board approved the lease agreement with CouponEx and authorized the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.

5.19 Approval of Purchase Orders

The board approved the purchase order listing for the period January 20, 2013, through February 23, 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:

- Basic Skills Initiative (SAC & SCC) – <i>Adjustment</i>	\$ -41,894
- Board Financial Assistance Program (BFAP) (SCC) - <i>Augmentation</i>	\$ 6,672
- Disabled Students Programs & Services (DSPS) (SAC & SCC)	\$1,332,262
- Equal Employment Opportunity (EEO) – Diversity Allocation Funds (District)	\$ 12,781

1.6 Approval of Consent Calendar – (cont.)

6.2 Approval of Sub-Agreements between RSCCD and Merced College and San Mateo County Community College District/Skyline College

The board approved the sub-agreements and authorized the Vice Chancellor Business Operations/Fiscal Services or his designee to sign the agreements on behalf of the district.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

2.4 Reports from Student Presidents (The board president called upon the student presidents to give their reports at this time.)

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

Mr. Michael Burris, Student Treasurer, Santa Ana College
Ms. Rachel Bulosan, Student President, Santiago Canyon College

Mr. Labrado arrived during the student presidents' reports.

2.3 Report from Student Trustee

Mr. Ryan Ahari provided a report to the board.

2.5 Reports from Academic Senate Presidents

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College, provided reports to the board on behalf of SAC and SCC Academic Senates since Mr. Raymond Hicks, Academic Senate President, Santa Ana College, had laryngitis.

2.6 Informational Presentation on Student Success Initiatives

Mr. John Hernandez and Dr. Sara Lundquist provided an informational presentation on the Student Success Initiatives.

It was moved by Mr. Labrado, seconded by Mr. Solorio, and carried unanimously to suspend the rules and recess for closed session at this time.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:35 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 Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

California Department of Finance and Dr. Jack Scott, Chancellor of the California Community Colleges v. Jan Grimes, in her official capacity as Interim Orange County Auditor-Controller, and Does 1-10, Orange County Superior Court Case No. 30-2012-00559592 CU-WM-CJC

Santa Ana Station District, LLC/Santa Ana Station District Housing Partners, LP v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 34-2013-80001416

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

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

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

RECONVENE

The board reconvened at 6:55 p.m.

Closed Session Report

Mr. Labrado reported the board discussed public employment, existing litigation, anticipated litigation, public employee discipline, conferred with its labor negotiator, and no action was taken during closed session.

2.7 Informational Presentation on Measure E and Measure Q

Mr. Hardash provided an informational presentation on Measure E and Measure Q.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Revised Job Descriptions
- Approve Interim Assignments
- Ratify Resignations/Retirements
- Approve Tenure Review Recommendations for 2013-2014
- Approve CSEA Chapter 888 Child Development Full-time Salary Schedules
- Approve CSEA Chapter 888 Child Development Part-time Salary Schedules
- Approve CSEA Chapter 888 Child Development Full-time Step Increases
- Approve CSEA Chapter 888 Child Development Full-time Column Changes
- Approve Increase in Percentage of Voluntary Reduced Workloads
- Approve 2012-2013 Contract Extension Days
- Approve Leaves of Absence
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record

3.2 Classified Personnel

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

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Positions
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Approve Temporary to Hourly On Going Assignments
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Correction of Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants

3.2 Classified Personnel – (cont.)

- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

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

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to receive and file the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) and schedule a public hearing for April 1, 2013.

3.4 Authorization for Board Travel/Conferences

It was moved by moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to approve the submitted conference and travel by a board member.

4.0 INSTRUCTION

Items 4.1, 4.2, 4.3, and 4.6 through 4.9 were approved as part of Item 1.6 (Consent Calendar).

4.4 Approval of Santa Ana College Community Services Program – Summer 2013

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the proposed SAC Community Services program for Summer 2013. Discussion ensued. The motion carried unanimously.

4.5 Approval of Santiago Canyon College (SCC) Community Services Program – Summer 2013

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the proposed SCC Community Services program for Summer 2013. Discussion ensued. The motion carried unanimously.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1 through 5.17 and Item 5.19 were approved as part of Item 1.6 (Consent Calendar).

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

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to postpone action on appointments to the Measure Q Citizens' Bond Oversight Committee.

6.0 GENERAL

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

6.3 Adoption of Resolution No. 13-12 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Labrado, seconded by Mr. Yarbrough, and carried with a vote of abstention from Mr. Hanna, to approve Resolution No. 13-12 which authorizes payment to John Hanna for his absence from the February 19, 2013, board meeting due to illness.

6.4 Approval of Forming a Board Safety & Security Committee

It was moved by Ms. Alvarez and seconded by Mr. Solorio to form an Ad Hoc Safety & Security Committee of the Board of Trustees for a trial period of nine (9) months. Discussion ensued. The motion carried unanimously.

Mr. Hanna left the meeting at this time.

6.5 Reports from Board Committees

Mr. Labrado provided a report on the March 7, 2013, Board Facilities Committee meeting.

Mr. Ahari and Ms. Barrios provided a report on the March 7, 2013, Orange County Community Colleges Legislative Task Force meeting.

6.6 Board Member Comments

Mr. Ahari acknowledged Mr. Solorio's upcoming Youth Leadership Conference and expressed interest in participating in the event.

Ms. Alvarez reported she is planning on touring SAC and SCC campuses in April with Ms. Mendoza Yanez, and she will soon serve as "principal for a day" at Edison Elementary School in Santa Ana.

Mr. Yarbrough and Ms. Barrios reported they plan to attend SCC Community Science night on March 15.

Mr. Yarbrough thanked Mr. Hanna for the recent articles on the City College of San Francisco.

Mr. Yarbrough reported that the Orange County Redevelopment Committee he is serving on is meeting quarterly instead of monthly since business on this committee is winding down. He continues to serve monthly on the City of Orange Redevelopment Committee.

Mr. Solorio congratulated Dr. Martinez on the success of SAC's KinderCaminata on March 8.

Mr. Solorio reported that he and Santa Ana Councilmember Roman Reyna are hosting a Cesar E. Chavez Celebration and Youth Leadership Conference on March 29–30 at Santa Ana College.

Ms. Mendoza Yanez reported she enjoyed speaking to the students of the Communicator's Club at SCC's Orange Education Center.

Ms. Mendoza Yanez asked if SAC tennis courts were locked on the weekends since she witnessed people climbing the fence to access them.

Ms. Barrios reported she will be delivering welcoming remarks at the second annual Women's Business Owners Conference on March 22.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on April 1, 2013.

There being no further business, Ms. Barrios declared this meeting adjourned at 7:57 p.m. in memory of Mr. Ajay Anderson, a friend of her son's who recently suffered from an aneurysm.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: April 1, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

April 1, 2013

REVISED PAGE

MANAGEMENT

New Job Description/Attachment #1

Director
Network & Communications
Classified Supervisory
Grade D

Change of Assignment

Irwin, Kari
Director
Business & Career Technical Education
Business & Career Technical Education Division
Santiago Canyon College

Effective: April 8, 2013
Salary Placement: H-7 \$103,627.14

FACULTY

Hiring of Long-term Substitute per E.C. 87481 and 87482

Aguirre, Shellyn
Long-term Substitute Counselor
DSPS/Student Services
Santa Ana College

Effective: February 11 – May 24, 2013
Hourly Rate: II-3 \$47.12

Ratification of Resignation/Retirement

Bobp, Mary Ellen
Librarian
Fine & Performing Arts Division
Santa Ana College

Effective: April 1, 2013
Reason: Retirement
(Last day of work is March 22, 2013)

Adjusted Salary Placements for Interim to Permanent Assignments

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

Effective: August 1, 2012
Salary Placement: MT/AA-1 \$36,090.02

Cervantes, Isela
Master Teacher
Early Head Start
Child Development Services
District Office

Effective: August 1, 2012
Salary Placement: MT/BA-1 \$37,894.32

FACULTY (CONT'D)

Adjusted Salary Placements for Interim to Permanent Assignments (Cont'd)

Daniels, Alisa
Master Teacher
CEC Child Development Center
Child Development Services
District Office
Effective: January 25, 2013
Salary Placement: MT/BA-4 \$40,311.96

Escalera, Juana
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District Office
Effective: January 28, 2013
Salary Placement: MT/AA-1 \$36,090.02

Jorquera, Paz
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District Office
Effective: September 1, 2012
Salary Placement: MT/AA-1 \$36,090.02

Santamaria, Sandra
Master Teacher
Early Head Start
Child Development Services
District Office
Effective: August 1, 2012
Salary Placement: MT/AA-1 \$36,090.02

Stipends

Elchlepp, Elizabeth
Professor, English
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College
Effective: January 22, 2013
Amount: \$250.00
Reason: Program Facilitation
(BSI 12-Prog/Curr Plan & Dev Project)

Evet, Corinna
Associate Professor, English
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College
Effective: January 22, 2013
Amount: \$250.00
Reason: Program Facilitation
(BSI 12-Prog/Curr Plan & Dev Project)

Miller, Robert
Assistant Professor, Art
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College
Effective: February 9, 2013
Amount: \$500.00
Reason: Curriculum Development
(CTE-Workforce Innovation V Project)

FACULTY (CONT'D)

Stipends (cont'd)

Miller, Robert Effective: March 1, 2013
Assistant Professor, Art Amount: \$250.00
Arts, Humanities & Social Sciences Reason: Other Non-instructional/
Division/Library Reassigned Time/Art
Santiago Canyon College (CTE-Workforce Innovation V Project)

Roe, Maureen Effective: January 22, 2013
Professor, English Amount: \$1,000.00
Arts, Humanities & Social Sciences Reason: Program Facilitation
Division/Library (BSI 12-Prog/Curr Plan & Dev Project)
Santiago Canyon College

Part-time Hourly Hires/Rehires

Khatoonabadi, Mojgan Effective: March 12, 2013
Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12
Mathematics & Sciences Division
Santiago Canyon College

Schwinge, Terrance Effective: March 11, 2013
Instructor, High School Subjects/Bridge/English Hourly Lecture Rate: I-2 \$41.82
Continuing Education Center Division (CEC)
Santa Ana College

Racobs, Shawn Effective: April 1, 2013 – May 31, 2013
Assistant Football Coach Amount: \$750.00
Kinesiology, Health & Athletics Division Reason: Football Coach
Santa Ana College

Racobs, Shawn Effective: June 17, 2013 – August 31, 2013
Assistant Football Coach Amount: \$750.00
Kinesiology, Health & Athletics Division Reason: Football Coach
Santa Ana College

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
MARCH, 2013

DIRECTOR, NETWORK AND COMMUNICATIONS

CLASS SUMMARY

Under general direction – manages and coordinates the district network services; supervises Network Specialist staff; designs, implements, and manages local- and wide-area networks, fiber backbone, wireless network, virtual servers, cable plant, Voice over IP phone system, video surveillance system, virtual services, remote access, email system, storage area networks, and disaster recovery services; evaluates and improves operating performance; assumes and performs related duties and responsibilities as required.

REPRESENTATIVE DUTIES

Manages and monitors network activities including: assigns, trains, evaluates and supervises network specialists staff; coordinates network and district standard activities with campus academic technology staff; organizes work schedules to meet project timelines; acts as liaison in providing information to administrative personnel and faculty participates in Facility Planning master planning and construction projects to design cable plant infrastructure; supervises staff training, technical support schedules and operating policies, procedures, and controls; supervises the maintenance of documentation materials; manages Local Area Network of over 75 physical buildings using various network equipment and resources; manages Wide Area Network of seven physical locations using various network equipment and resources to insure; organizes backup activities to insure accurate and timely recovery; manages software tools, equipment, and staff activity to design effective bandwidth for network traffic management; manages software tools, equipment, and staff activity for secure network traffic and network access; manages software tools, equipment, and staff activity for virtual servers for large-scale production systems to campus-specific & instructional applications; manages software tools, equipment, and staff activity for VoIP system using CISCO technologies for entire district; manages software tools, equipment, and staff activity for wireless network for entire district; manages software tools, equipment, and staff activity email system; manages software tools, equipment, and staff activity for disaster recovery.

ORGANIZATIONAL RELATIONSHIPS

This position reports to the designated administrator.

DESIRABLE QUALIFICATION GUIDE

Training and Experience Bachelor's degree or equivalent, with 3 years experience in supervisory capacity in a technology services environment and 5 years in a network administration role.

DIRECTOR, NETWORK AND COMMUNICATIONS CONT'D

DESIRABLE QUALIFICATION GUIDE (CONT'D)

Knowledge and Abilities

Knowledge of architecture, design, implementation, operation, and use of Wide Area, Local Area, Wireless and Storage Area Networks. Firsthand experience with design and deployment of a fiber optic backbone and riser layouts. Extensive experience in major vendor core and edge networking equipment and technology, such as VLAN Trunks, Link Aggregation, Fabrics, OSPF, and BGP Routing. In addition, demonstrate recent experience in learning different vendor's network equipment and technology. Require comprehension of and experience with industry best practices relating to successful disaster recovery planning, and mechanisms for protecting VM and real servers, along with major SAN storage. Dedicated leadership, the ability to lead by example, and recent experience with direct supervision of a diverse workforce. Knowledge of management principles, evaluation, scheduling, supervision, and training techniques geared toward the creation of an effective, efficient, cohesive work environment. The ability to stay current on cutting edge computer hardware, software, network equipment and procedures, as well as identifying, researching, evaluating, and implementing new technology. Experience with developing and implementing operational procedures, and resolving large scale technical issues related to the network structure, hardware and software. The ability to establish and maintain effective working relationships with staff, faculty, clients and vendors. Demonstrated competence in interpreting hardware and software documentation, as well as skillful, accurate, and articulate preparation of reports and data. Exhibit proficiency in clear and concise verbal and written communication.

Physical Requirements

Ability to use a computer workstation throughout the workday.

REVISED PAGE1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
CLASSIFIED
APRIL 1, 2013

CLASSIFIEDNew Job DescriptionAttachment #1

Technology & Production Coordinator

Grade 15

Change in Position

Morrow, Maritza
 Administrative Clerk
 From: Chancellor's Office
 To: Human Resources (Reorg 762)

Effective: March 16, 2013
 Grade 10, Step 6 + 10%L
 \$57,149.86

Small, Sean
 From: Stage Mgr-Master Carpenter
 To: Technology & Production Coord.
 (Reclass #752)

Effective: January 1, 2013
 Grade 15, Step 5 + 5%L \$66,923.47

Change in Salary Placement

Pinon, Elizabeth
 Administrative Secretary/ Workability/
 SAC

Effective: June 1, 2005
 Retro Longevity Stipend
 Grade 12, Step 6 + 2.5%Bil + 7.5% L
 \$62,875.63

Leave of Absence

Duong, Linda
 Applications Specialist/ Library/ SAC

Effective: 04/01/13 – 04/24/13
 Reason: FMLA

TEMPORARY ASSIGNMENT

Daugherty, Adrienne
 Learning Facilitator/Science, Math &
 Health Sciences/Nursing/SAC

Effective: 04/03/13-06/30/13

Ventura, Gillian
 Career Technician/Student
 Services/DSPS/WorkAbility/SAC

Effective: 04/08/13-06/30/13

Additional Hours for On Going Assignment

Mathews, Kimberly Effective: 03/18/13-06/30/13
Career Technician/Student
Services/DSPS/WorkAbility/SAC

MISCELLANEOUS POSITIONS

Taylor, Tracey Effective: 04/02/13-05/24/13
Model/Fine & Performing Arts/SAC

Taylor, Tracey Effective: 04/02/13-05/26/13
Model/Arts, Humanities & Social
Sciences/SCC

Instructional Associate/ Associate Assistant

Criminal Justice
Streed, Christopher Effective: 04/02/13

COMMUNITY SERVICE PRESENTERS

Correction to Stipend effective dates

Stipends Effective January 11-February 10, 2013

Abdul, Quayum Amount: \$ 250.79

Bradley, Sabrina Amount: \$ 150.40

Burns, Brigitte Amount: \$ 54.52

Dumon, Dori Amount: \$ 160.00

Hogue, Tom Amount: \$ 1,184.40

Krusemark, LeeAnne Amount: \$ 71.44

Stipends Effective February 11-March 10, 2013

Bradley, Sabrina Amount: \$ 180.96

Clary, Ling Ling	Amount: \$ 840.00
Drew, John	Amount: \$ 203.58
Dumon, Dori	Amount: \$ 485.00
Eyre, John	Amount: \$ 36.54
Friebert, Martin	Amount: \$ 660.00
Glicksir, Barbara	Amount: \$ 1,120.00
Krusemark, LeeAnne	Amount: \$ 78.30
Munoz, Jayne	Amount: \$ 292.50
Nolasco, Jeffrey	Amount: \$ 255.00
Pratt, Allison	Amount: \$ 732.11
Schindelbeck, Judy	Amount: \$ 720.00
Sheldon, Joel	Amount: \$ 260.00
Thurston, Dawna	Amount: \$ 720.00

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Aing, Lida	Effective: 02/26/13-06/30/13
Calderon, Ernestina	Effective: 02/26/13-06/30/13
Cruz, Angela Giomar	Effective: 03/01/13-06/30/13
Lopez, Martin Eduardo	Effective: 02/25/13-06/30/13
Martinez Jr, Rigoberto	Effective: 02/25/13-06/30/13
Ochoa, Antonio Carlos	Effective: 02/25/13-06/30/13
Ornelas Lopez, Leticia	Effective: 03/06/13-06/30/13
Phung, Khoi T	Effective: 03/05/13-06/30/13
Ramirez, Richard Anthony	Effective: 02/26/13-06/30/13
Ramirez Beltran, Berenice	Effective: 02/26/13-06/30/13
Rodas De Landa, Vanessa Nicole	Effective: 03/06/13-06/30/13

Tutorial Learning Center \$150.00 One Time Student Stipend

Gouin, Alex Henry
Nguyen, Trong Huynh

Effective: 02/25/13-03/10/13
Effective: 02/28/13-03/10/13

**Counseling, Partnership for Transfer Success \$500.00 One Time
Student Stipend**

Sanchez, Sonia Marie

Effective: 02/25/13-03/10/13

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT LIST**

Mc Kim, Catherine

Effective: 02/26/13-06/30/13

Attachment #1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
APRIL 2013

TECHNOLOGY AND PRODUCTION COORDINATOR

CLASS SUMMARY

Work independently or with very general making high level technical decisions. Has a high level of autonomy to choose the overall engineering and technical approach to project design. Coordinate the fabrication and construction of performance projects; determines, at need, appropriate action(s) to resolve problems that occur during performances for all events in performance spaces; maintains, operates, and makes repairs to theater lighting, rigging, sound, projection and other stage and scene shop equipment; Responsible for planning, analysis, design, development, testing, implementation and maintenance of lighting control network systems; maintains virtual lab computers and software upgrades; maintains shop and storage areas; monitors to ensure adherence to all relevant fire code and safety regulations and procedures; enforces established district policies and procedures for use of theatre facilities; performs related duties as required. Direct the work of faculty, staff, and students in scene shop. Serve as the technical resource person to faculty, students, and staff in the operation of theatre related equipment. Maintain comprehensive knowledge of all Entertainment Technology practices and technology trends.

REPRESENTATIVE DUTIES

Project Coordination: identify scope of work for performance projects; develop detailed task list and interdependencies; estimate time requirements; identify critical milestones; identify and assess risks; prepare contingency actions; coordinate project activities with project faculty and staff. Identify vendors necessary for completion of projects; coordinates the scheduling and workload of hourly staff and student workers to ensure that sets and props meet designers'/directors' specifications, are appropriate for productions, constructed safety, and completed according to established production timelines; determines appropriate action(s) to resolve problems that occur during performance such as missed cues, ad-libbing, improvisations, or technical malfunctions; directs the work of faculty, student assistants, hourly personnel, and stagecraft/technical production class in lighting hang and focus audio set-ups, construction of sets, load-ins and strikes; designs the rigging systems of scenic units for flying and determines the appropriate methods and materials for attachment to cables, ropes and battens, test and evaluates systems after completion; repairs and maintains in good working condition all tools, machinery, equipment, and work areas within the stage house, control booth, scene shop, and annex; working with the Phillips Hall Technical Director, coordinates productions and/or events of on-campus non-division users and off-campus/community groups including lighting, sound, set or stage arrangement, projection, curtain, etc.; during production oversees all aspects of theatre operations to enforce policies and procedures, ensure compliance with fire codes and health and safety regulations, maintain an orderly front-of-house, and assure a successful performance; drives to pick up materials and supplies, and to pick up/return stage equipment and props.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
APRIL 2013

TECHNOLOGY AND PRODUCTION COORDINATOR cont'd

Planning: assess current calendars and schedules, processes, and available resources; develop completion plans for projects. Define the scope of work based on the designs provided to the scene shop. Recruits, trains, and schedules staff for completion of performance projects. Makes recommendations on the latest industry trends and has in depth knowledge and awareness of the resource market place. Makes recommendations and implementations on structural and mechanical design, theatrical infrastructure, audio and lighting design, show control systems, and special effects, especially during construction.

Analysis: gather data to identify customer(departments) requirements; interpret and evaluate requirements of performance projects; define scope of work to meet customer requirements; identify time, technology, and resource constraints; develop high level CAD drawings and functional specifications; prepare cost/benefit analysis (feasibility study), alternative options with pros & cons, and risk analysis. Evaluate process after completion with appropriate departments.

Design: Using designer drawings, this position completes the necessary structural engineering for sets to evaluate if designs are conceivable. Alters designers drawings using CAD software as needed to ensure safety of students and staff. Creates construction drawings using CAD software for workload for Scene Shop. Designs lighting plots for use for the Entertainment Lighting Program's Virtual Lab. Designs and fabricates electronic and mechanical devices to meet the specialized facility and performance needs.

ORGANIZATIONAL RELATIONSHIPS

This class reports to the designated manager and works along the side of Faculty Department Chairs during productions. It directs the work of part-time hourly personnel and student assistants; works closely with resident, off-campus, and community groups on productions, performances, concerts, lectures and other events. 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 a Bachelor's degree in Theatre Arts/Technical Production emphasis and three year of responsible experience in professional theater, college drama, or other stage productions involving all of the major technical aspects such as rigging, lighting, sound and electrical equipment, and set design and construction. Must have demonstrated experience as a lead worker or crew head and the ability to schedule and prioritize work effectively.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
APRIL 2013

TECHNOLOGY AND PRODUCTION COORDINATOR cont'd

Knowledge and Abilities

Knowledge of: materials, equipment, terminology, and methods used in technical production and set fabrication/construction including carpentry, welding, fabric covering, painting, and related techniques; drafting techniques used in theatre construction and the production of design and working drawings; stage rigging principles, equipment, safe practices, and USITT approved Guidelines for Stage Rigging; fire, safety, and health regulations relevant to theatre venues and scene shops; basic electricity/electronics principles and practices as applied to stage production; stage lighting terminology and equipment, lighting controls, sound systems, projection equipment, and related electric and electronic theater equipment and facilities, and of their safe and practical operation, maintenance, and repair; microcomputer applications as applied to technical theatre and shop operations; interpersonal communication skills using tact, patience, and courtesy.

Ability to: solve problems; function effectively as a lead worker; schedule and prioritize assigned tasks to meet established production timelines; take direction and plan work distribution accordingly; work a variable schedule; communicate and work effectively with a diverse student and employee population and the wide variety of on-campus and off-campus groups authorized to make stage presentations; assists producing groups in making proper and practical plans to meet production needs, and cooperate with them in production work; operate stage rigging, stage equipment and machinery, lighting, sound, and other electrical and electronic stage equipment and make minor design changes and repairs to same.

Physical Requirements: ability to lift heavy objects, climb ladders, and work in confined spaces.

License: valid California Motor Vehicle Operator's License; USITT approved stage rigging certification; certification in Heart Association CPR and/or Red Cross Advanced First Aid are highly desirable; individual membership in the United States Institute for Theatre Technology (USITT) is strongly encouraged.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: April 1, 2013
Re:	Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to the Continuing Education Faculty Association (CEFA)	
Action:	Request for Approval	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) was presented for information and public review at the March 11, 2013 Board of Trustees meeting. A public hearing on this proposal was scheduled for the April 1, 2013 Board of Trustees meeting.

ANALYSIS

After considering any comment received during the public hearing, the Board of Trustees may now take action to approve its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA).

Fiscal Impact: None	Board Date: April 1, 2013
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CONTINUING EDUCATION FACULTY ASSOCIATION (CEFA)
March 11, 2013**

Article 9 – Association Rights

Eliminate Section 9.13, which is inconsistent with Section 12.4

Article 11 – Wages and Hours

Maintain current salary schedule. (11.1)

Article 12 – Assignments

Eliminate Section 12.3, which is inconsistent with Section 12.4

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: April 01, 2013
Re:	Approval of New OTA Agreement – Select Physical Therapy Holdings, Inc.	
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 one (1) year 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 Select Physical Therapy Holdings, Inc., in King of Prussia, Pennsylvania.

Fiscal Impact:	None	Board Date: April 01, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AFFILIATION AGREEMENT

This Affiliation Agreement (the "Agreement") is entered into this 6th day of February, 2013 between **Select Physical Therapy Holdings, Inc.**, for itself and on behalf of its subsidiaries and affiliates (hereinafter referred to as the "Clinic") and Rancho Santiago Community College District on behalf of **Santa Ana College** (hereinafter referred to as the "School").

WHEREAS, the School has established approved clinical program of Occupational Therapy Assistance in the School's Occupational Therapy Assistance Program, which program is covered by this Agreement (hereinafter referred to as the "Program"); and

WHEREAS, the Program requires facilities where students from the School can obtain the clinical learning experience required in the Occupational Therapy Assistance curriculum; and

WHEREAS, the Clinic has the clinical setting and equipment needed by Program trainees as part of their practical learning experience;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the School and the Clinic agree as follows:

1 RESPONSIBILITIES OF THE CLINIC

1.1 The Clinic will provide clinical experience situations as described in the Program curriculum and in accordance with the objectives to be provided by the School.

1.2 The Clinic will designate appropriate personnel to coordinate the student's clinical learning experience in the Program.

1.3 The Clinic shall retain the right to remove from and deny access to its facility to (a) any student whose achievement, progress or adjustment does not warrant continuation of study at the Clinic, (b) any student or faculty member who fails to conform to the applicable rule, regulations or code of conduct of the Clinic, or (c) any student or faculty member whose professional or social conduct is, in the opinion of Clinic personnel, disruptive or otherwise destructive to the established practices or philosophy of the Clinic or its standing in the community. Such action shall be reported to the School's program coordinator.

1.4 The Clinic shall be responsible for and retain absolute control over the organization, administration, operation and financing of its services, including responsibility for all patient care.

1.5 All students and faculty members are subject to the Clinic's authority and are directly responsible to the Center Manager or his or her designee.

1.6 The Clinic assumes no financial responsibility for the medical care and treatment of students or faculty members.

1.7 The Clinic will provide the students with access to emergency medical services in the event of illness or injury during the clinical experience. Emergency care will be provided at the student's expense.

2. RESPONSIBILITIES OF THE SCHOOL

The School shall be responsible for contacting each selected Clinic to confirm the Clinic's availability of facilities and personnel in accordance with paragraph 4 of this Agreement. Provided that a selected Clinic confirms its ability to accept students from the School, the School's responsibilities with respect to each such Clinic shall be as follows:

2.1 The School shall provide the Clinic with the clinical learning experience and objectives for the Program and will plan the schedules and assignments in cooperation with the Clinic coordinator. This shall include the number of students assigned to a clinical area and the nature and extent of the clinical work experiences.

2.2 The School shall provide a sufficient number of qualified faculty members for teaching and supervision of students in the Program. In the event the faculty member is off-site, he or she shall be available by phone to the student and Clinic liaison.

2.3 The School will require all students and faculty members to abide by the rules, regulations, policies and procedures, standards of conduct and competency requirements of the Clinic and to conduct themselves in a professional manner. All students and faculty shall wear the appropriate uniform or attire and display proper identification at all times while on Clinic premises.

2.4 The School will require students and faculty to maintain the confidentiality of patient information obtained while at the Clinic. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. Students and faculty shall abide by all Clinic policies concerning medical records and computer systems.

2.5 The School assures that all students and faculty are covered by health and malpractice insurance as set forth in paragraph 3.1 below.

2.6 The School will assign to the Clinic only those students who have satisfactorily completed all prerequisites in the Program curriculum.

2.7 The School will ensure that, prior to clinical placement, each student and faculty member has had instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials in accordance with the federal guidelines "Occupational Exposure to Bloodborne Pathogens". No student or faculty member will be allowed into a clinical area until the training program has been completed.

2.8 The School will ensure that, prior to clinical placement, each student and faculty member has had instruction in exposure to tuberculosis, protective practices to avoid contamination, and procedures in case of exposure or potential exposure in accordance with the federal guidelines "Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health Care Facilities". No student or faculty member will be allowed into a clinical area until the training program has been completed.

2.9 The School shall recommend that its students and faculty members receive immunization against Hepatitis B. Students and faculty members who elect not to receive the Hepatitis B vaccine must sign a Hepatitis B declination form which will remain on file at the School. The School shall warrant that each student has either elected to receive the vaccine or has signed a declination form.

2.10 The School acknowledges that all students and faculty shall be responsible for their own transportation to and from the Clinic and shall abide by all parking rules and regulations while on Clinic property.

3. INSURANCE AND INDEMNIFICATION

3.1 The School agrees, at its own expense, to provide coverage for its activities in connection with this Agreement by maintaining in force during the term of this Agreement professional and general liability insurance with minimum coverage limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The duty to maintain such coverage for the period the student or faculty member is participating in the program shall survive the termination of this Agreement.

3.2 The coverage shall be written as primary coverage and not contributing with or in excess of any coverage that the Clinic may have. Neither the issuance of any insurance policy required under this Agreement, nor the minimum limits specified herein with respect to insurance coverage shall be deemed to limit or restrict in anyway the School's liability arising out of or under this Agreement. The insurance policies shall be issued by insurance companies reasonably acceptable to the Clinic.

3.3 The School, upon the execution of this Agreement, shall furnish the Clinic with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to the Clinic of any cancellation of the above coverage.

3.4 The School agrees to indemnify and hold harmless the Clinic from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements, or judgments relate to negligence, actions, or omissions of the School. The Clinic agrees to indemnify and hold harmless the School from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in

this Agreement, where such claims, demands, actions, settlements, or judgments relate to negligence, actions, or omissions of the Clinic.

3.5 During the Term of this Agreement, the Clinic shall maintain, at its own expense, adequate insurance coverage for its activities in connection with this Agreement.

3.6 It is hereby stipulated and agreed between the Clinic and the School that with respect to any claim or action arising out of the activities described in this contract, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees.

4. **PLACEMENT**

The Clinic reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

5. **NONDISCRIMINATION**

The Clinic and the School agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin, sexual preference or disability.

6. **TERM**

The term of this Agreement shall be one (1) year commencing on February 6, 2013 and terminating on February 5, 2014. This Agreement shall automatically renew for additional terms of one year unless terminated by either party in accordance with this Agreement.

7. **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

8. **INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge that they are independent contractors. In no event shall this agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The Clinic and the School shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to the Clinic for any salaries, insurance or other benefits.

9. **CONFIDENTIALITY**

The School will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Clinic. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. It shall be required of students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the Clinic and the patient, utilizing the patient confidentiality policies and procedures of the Clinic. The School hereby agrees to only use and /or disclose protected health information in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and all applicable regulations promulgated thereunder (collectively, "HIPAA"). The School shall ensure that each student or faculty member abides by the Clinic's policies regarding Confidentiality and the use of computer systems.

10. **NOTICES**

Notices required under this Agreement shall be mailed to the parties at the following addresses:

THE SCHOOL: Santa Ana College
Occupational Therapy Assistant Department
1530 West 17th Street
Santa Ana, CA 92706
Attention: Debbie Hyman, OTR/L, Academic Fieldwork
Coordinator
Tel.: 714-564-6684

THE CLINIC: Select Physical Therapy Holdings, Inc.
680 American Avenue
King of Prussia, PA 19406
Attention: Daniel Bradley

WITH A COPY TO: Select Medical Corporation
4714 Gettysburg Road
P.O. Box 2034
Mechanicsburg, PA 17055
Attention: Senior Counsel

11. **MISCELLANEOUS**

11.1 From time to time, the Clinic may determine, in its sole discretion, to pay a student of the School a stipend for the student's participation in the Program which stipend amount will be determined by the Clinic.

11.2 Those areas in which differences or conflicts exist between the Clinic and the School regarding rules, regulations, policies and procedures shall be resolved in favor of the Clinic and the rule, regulation, policy or procedure of the Clinic shall prevail. Such conflict shall be referred to the Clinic liaison and School program or course coordinator.

SAC-13-018

11.3 This Agreement may not be assigned, in whole or in part, without the prior written consent of both parties.

11.4 This Agreement shall be construed and interpreted under the laws of the State or Commonwealth in which the Clinic is located.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

Select Physical Therapy Holdings, Inc.

By: _____
Name: Daniel F. Bradley, PT
Title: Vice President

Date: _____

Rancho Santiago Community College District on
behalf of **Santa Ana College**

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor
Business Operations and Fiscal Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: April 01, 2013
Re: Approval of New OTA Agreement – Delano Regional Medical Center	
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 Delano Regional Medical Center in Delano, California.

Fiscal Impact: None	Board Date: April 01, 2013
Prepared by: Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 27th day of February, 2013 by and between **Delano Regional Medical Center**, 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:

P.J.H. **District: Rancho Santiago Community
College District**

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

Agency: Delano Regional Medical Center

Delano Regional Medical Center

1401 Garces Highway
Delano, CA 93215

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Bahram Ghaffari
Executive Director

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: April 01, 2013
Re: Approval of New OTA Agreement – Glenwood Care Center	
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 Glenwood Care Center in Oxnard, California.

Fiscal Impact: None	Board Date: April 01, 2013
Prepared by: Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 1st Day of March, 2013, by and between Glenwood Care Center, hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION


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

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

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

Agency: Glenwood Care Center
Glenwood Care Center
1300 North C Street
Oxnard, CA 93030

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



Deb Bielek
Therapy Education Resource

Date: _____

Date: _____

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

To:	Board of Trustees	Date: April 01, 2013
Re:	Approval of OTA Agreement Renewal – Hands on Hands Rehab, Inc.	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Hands on Hands Rehab Inc., in Huntington Beach, California.

Fiscal Impact:	None	Board Date: April 01, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 5th day of March, 2013 by and between **Hands on Hands Rehab, Inc.**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

**District: Rancho Santiago Community
College District**

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

Agency: Hands on Hands Rehab Center, Inc.

Hands on Hands Rehab Center, Inc.:
Address: 16152 Beach Blvd. St. 231
Huntington Beach, CA 92647

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Jay Yeager
COTA/L

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: April 01, 2013
Re: Approval of OTA Agreement Renewal – Redlands Community Hospital	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for one (1) year and will be automatically renewed annually after appropriate review by both parties 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 Redlands Community Hospital in Redlands, California.

Fiscal Impact: None	Board Date: April 01, 2013
Prepared by: Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	



CLINICAL AFFILIATION AGREEMENT

This Agreement is made and entered into this 19th day of February 2013, between REDLANDS COMMUNITY HOSPITAL, hereinafter called "HOSPITAL", and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of SANTA ANA COLLEGE, hereinafter called "COLLEGE/UNIVERSITY."

IT IS HEREBY AGREED AS FOLLOWS:

BASIS AND PURPOSE OF THE AGREEMENT

WHEREAS, the COLLEGE/UNIVERSITY has established approved health care related programs and curriculum in the Allied Health disciplines, hereinafter called "Program(s)," and clinical experience is a required and integral component of the Program's curriculum and professional preparation for practice in such discipline; and

WHEREAS, the COLLEGE/UNIVERSITY desires the cooperation of the HOSPITAL and its staff in the development and implementation of the clinical experience phase of its Health Care program, program curriculum and the professional preparation of the student participating in that program; and

WHEREAS, the COLLEGE/UNIVERSITY and the HOSPITAL acknowledge a public obligation to contribute to education for the benefit of students and for the community needs, and it is the mutual benefit of both the COLLEGE/UNIVERSITY and the HOSPITAL that students have opportunities for clinical education as future practitioners.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and in consideration of the mutual benefits to be derived there from, the COLLEGE/UNIVERSITY and the HOSPITAL mutually agree as follows:

AGREEMENT

1. Students registered in the COLLEGE/UNIVERSITY Program(s) shall, at the COLLEGE/UNIVERSITY's option, be assigned to the Department of HOSPITAL for clinical/educational experience subject to the provisions contained herein.
2. The COLLEGE/UNIVERSITY agrees that during the term of this Agreement, it shall:
 - A. Assume full responsibility for offering an educational program eligible for accreditation by applicable accrediting organizations including national, state and local educational, occupational, and career disciplines.
 - B. Plan, develop, and implement, in coordination and consultation with the HOSPITAL the Program's clinical experience criteria, clinical experience instruction and evaluation criteria for the students. This plan will be submitted to HOSPITAL for coordination, approval and revisions based on the HOSPITAL's

rules, regulations, policies and patient care responsibilities prior to the beginning of the Program's clinical experience school term.

- C. Designate a Program Coordinator responsible for the Program's clinical experience and the faculty and students involved therein. The Program Coordinator will effect appropriate consultation and coordination with the HOSPITAL concerning the Program's clinical experience, student qualifications and preparation and other Program clinical experience related matters.
- D. Recommend only those students whose previous academic and clinical preparation has properly prepared them for placement in the Program's clinical experience. Ensure that all of its faculty, instructors and students involved in the Program's clinical experience meet all applicable health, academic aptitude and ability criteria.
- E. Ensure through orientation that the Program Coordinator, all involved faculty, instructors, other personnel and all involved students are informed of relevant HOSPITAL policies, practices, standards and regulations prior to their participation in the Program's clinical experience, and of the necessity for each to comply with the same, and to be responsible for student professional activities and student conduct at the HOSPITAL.
- F. Require its Program Coordinator to notify the HOSPITAL in writing at least thirty (30) days prior to the arrival of students at the HOSPITAL:
 - 1. The date for Program's clinical experience commencement
 - 2. The identity of the participating faculty members, instructors and students
 - 3. Clinical experience schedules for faculty members, instructors and students
 - 4. Clinical experience assignments for faculty members, instructors and students
 - 5. Changes in clinical experience assignments
- G. Provide and be responsible for the care and control of its education supplies, materials and equipment used for instruction in the course of the Program.
- H. Ensure that all COLLEGE/UNIVERSITY, faculty members, instructors and students participating in the Program's clinical experience are covered by Worker's Compensation insurance, comprehensive general liability (minimum amount \$1,000,000/\$3,000,000) and Professional Malpractice Liability (Minimum amounts \$2,000,000/\$3,000,000) insurance in such coverage and limits and in accordance with the conditions set forth herein and ensure that proof of such coverage is provided to the HOSPITAL prior to commencement of their participation in the Program. Insurances provided will not be canceled or changed within thirty (30) days prior written notice to HOSPITAL.
- I. The COLLEGE/UNIVERSITY agrees to assume full responsibility for the cost of equipment which has been documented to have been broken, damaged or lost due to negligence by a faculty member, instructor or student during his/her participation in the Program's clinical experience.

3. HOSPITAL agrees that during the term of this Agreement, it shall do the following:
 - A. Provide the facilities and personnel necessary to establish a clinical experience program for students participating in the Program and to otherwise carry out the purpose and objectives of the Program at HOSPITAL.
 - B. Designate a Clinical Program Coordinator at HOSPITAL to coordinate and participate in effecting implementation of the Program's clinical experience.
 - C. Provide information as to each student's performance in the Program's clinical experience to the COLLEGE/UNIVERSITY Program Coordinator in the format and accordance with such time frames as may be agreed upon.
 - D. Provide such training aids and data relating to the various training phases of the Program's clinical experience, pursuant to agreement of the parties, as may reasonably be necessary and appropriate to the clinical experience.
 - E. Make every attempt to provide adequate conference room space for faculty, instructors and students participating in the Program's clinical experience.
 - F. Provide, on days when the Program's clinical experience is being implemented at the HOSPITAL's facilities, emergency medical care or first aid to faculty, instructors and students participating in the Program's clinical experience for accidents occurring on the HOSPITAL's facilities. HOSPITAL, however, shall not be financially responsible for such emergency medical care or first aid care.
 - G. Retain responsibility for overall patient care. HOSPITAL will maintain the customary number of staff on duty while students are participating in the Program's clinical experience. Students will not replace HOSPITAL staff. Students will have the status of "learners." Students will give service and care to patients as it relates to the Program's clinical instruction and experience. Students in the Program's clinical experience are subject to the same standards set for HOSPITAL employees in matters relating to the care and welfare of patients.
 - H. Permit and encourage members of the attending medical staff of the HOSPITAL to participate in the instructional phase of the clinical experience.
 - I. Retain the right, in its sole discretion, to suspend any faculty member, instructor, student or other involved person from the Program's implementation at the HOSPITAL, its facilities and clinical areas whose conduct or work has or threatens to have a detrimental effect on HOSPITAL's operation, professional staff, patients, patient care, patient care capability, morale; and/or who fails to comply with the HOSPITAL's rules, regulations, policies and requirements; and/or who fails to comply with the instructions of the HOSPITAL; and/or its staff; and/or for other cause. Such person shall promptly and without protest leave the property whenever he/she is requested to do so by an authorized HOSPITAL representative. Such person suspended shall remain in effect unless and until the HOSPITAL AND COLLEGE/UNIVERSITY mutually agree to

terminate the suspension. HOSPITAL shall notify the COLLEGE/UNIVERSITY of the suspension and the basis for the suspension as soon as reasonably possible. To the extent possible, suspensions shall be planned cooperatively by the parties to this Agreement.

- J. HOSPITAL shall maintain adequate professional and commercial general liability insurance or self-insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Certification of such coverage will be provided to COLLEGE/UNIVERSITY upon request.
4. The COLLEGE/UNIVERSITY's faculty members, instructors and students participating in the Program's clinical experience at HOSPITAL and its clinical experience facilities shall be required by the COLLEGE/UNIVERSITY to and shall:
- A. Respect the confidentiality of all patient and HOSPITAL proprietary information obtained as a result of participation in the Program including but not limited to confidential patient medical information and records, and confidential HOSPITAL business and development activity information, and agree in writing to protect the rights of the patients and HOSPITAL by keeping all such information confidential and not to publicly or privately disclose such information.
 - B. Comply with all HOSPITAL rules, regulations, policies, standards and requirements.
 - C. Comply with all of HOSPITAL's policies and procedures regarding the provision of professional services.
 - D. Take direction from HOSPITAL's authorized personnel in all matters relating to their participation in the Program's clinical experience at the HOSPITAL, its facilities and clinical experience areas including but not limited to those matters affecting patient care.
 - E. Be aware that HOSPITAL may refuse access to its clinical experience areas to any COLLEGE/UNIVERSITY's faculty, instructors or students who do not meet HOSPITAL employee standards of conduct, appearance, safety, and/or health.
 - F. Understand and agree that in situations where access to HOSPITAL's clinical experience is being denied to a faculty member, instructor or student by a HOSPITAL representative that such faculty member, instructor or student will, in response to such HOSPITAL representative's request to leave a clinical experience area, HOSPITAL facilities, or the HOSPITAL itself, comply with such request and to promptly leave such area(s) without protest.
 - G. Wear, while participating in the Program's clinical experience, appropriate uniforms and identification badges designated by the COLLEGE/UNIVERSITY and/or the HOSPITAL at the HOSPITAL, its facilities and clinical experience areas.
5. The mutual responsibilities of the COLLEGE/UNIVERSITY and HOSPITAL shall be:

- A. To establish the educational objectives of the clinical experience, devise methods for their implementation and continually evaluate to determine the effectiveness of the clinical experience.
 - B. The HOSPITAL and the COLLEGE/UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the facility in the performance of this Agreement against any individual on the basis of race, color, creed, sex, religion, marital status, Veteran status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, denial of Family and Medical care leave, or by other consideration made unlawful by Federal, State or local laws.
 - C. Agree upon the number of students assigned to the Program.
 - D. Agree upon the academic and other standards for the admission of students to the Program.
 - E. Confer at such times as may be mutually agreed upon to evaluate the Program, the Program's clinical experience and the students participating in the Program's clinical experience.
 - F. Cooperate to provide a sound educational environment for the students while providing effective and appropriate patient care.
6. The parties agree that the COLLEGE/UNIVERSITY's students are fulfilling specific requirements for clinical experience as part of a degree requirement and therefore the COLLEGE/UNIVERSITY's students are not to be considered employees or agents of the HOSPITAL for any purpose, including but not limited to Workers' Compensation or employee benefit programs.
7. COLLEGE/UNIVERSITY agrees that HOSPITAL is not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf of any students while said students are on the premises of HOSPITAL performing any duty under the terms of this Agreement. COLLEGE/UNIVERSITY agrees to indemnify, defend and hold HOSPITAL harmless with respect thereto as provided herein. If the HOSPITAL should be found to be the employer of either faculty members, instructors or students of the COLLEGE/UNIVERSITY and required to provide Workers' Compensation insurance benefits to such individuals, that COLLEGE/UNIVERSITY agrees to fully reimburse HOSPITAL for any and all statutory benefits and costs associated with providing benefits to said individuals.
8. COLLEGE/UNIVERSITY agrees to hold harmless, indemnify and defend HOSPITAL from any and all claims for liability, loss, damage, injuries, or death of any and all persons including COLLEGE/UNIVERSITY trustees, officers, employees, agents, faculty, instructors or students participating in this Program, and for any loss or damage to property, arising out of the activities to be performed or performed under This Agreement, providing such claims resulted, or are alleged to have resulted,

from the intentional, negligent acts or omissions on the part of the COLLEGE/UNIVERSITY its employees, agents, faculty instructors, students, or trainees. HOSPITAL agrees to give COLLEGE/UNIVERSITY notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

9. HOSPITAL agrees to hold harmless, indemnify and defend COLLEGE/UNIVERSITY from any and all claims for liability, loss, damage, injuries, or death of any and all persons including HOSPITAL trustees, officers, employees, agents, faculty instructors or students participating in This Program, and for any loss or damage to property, arising out of the activities to be performed or performed under This Agreement, providing such claims resulted, or are alleged to have resulted, from the negligent acts or omissions on the part of the HOSPITAL its employees, agents, faculty instructors or students. COLLEGE/UNIVERSITY agrees to give HOSPITAL notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.
10. In the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to arbitration in San Bernardino County, California, and for this purpose each party hereby expressly consents to such arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in Superior Court, San Bernardino County, California (and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court). At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the laws of the State of California and then existing rules and regulations of the American Arbitration Association governing commercial transactions to the extent such rules and regulations are not inconsistent with such laws or this Agreement.
11. This Agreement shall be effective for a period of one year from the date of the Agreement set forth herein above when executed by both parties. This Agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of its intention to terminate. Such termination shall not be effective for any student who, at the date of mailing such termination, was participating satisfactorily in the Program(s) until the student has completed the program for the current academic session. Any written notice given shall be sent by

registered mail to the following persons/parties as signed on the final page of this agreement.

12. This document constitutes the entirety of the Agreement between the parties hereto. This Agreement may, at any time by the mutual agreement of the parties duly executed by authorized representatives of the parties in writing, be amended, modified, changed or altered.

In witness whereof, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

HOSPITAL

Redlands Community Hospital
350 Terracina Boulevard
Redlands, CA 92373
(909) 335-5553

Signature: _____ Date: _____
James R. Holmes
Chief Executive Officer/President

JBH
COLLEGE/UNIVERSITY

Rancho Santiago Community College District, on behalf of
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
(714) 564-6684

Signature: _____ Date: _____
Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

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

To:	Board of Trustees	Date: April 01, 2013
Re:	Approval of OTA Agreement Renewal – Total Education Solutions	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Total Education Solutions in South Pasadena, California.

Fiscal Impact:	None	Board Date: April 01, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 7th day of March, 2013 by and between **Total Education Solutions**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

4. For Student Workmen's Compensation:
The District shall carry Workmen's Compensation Insurance on students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workmen's Compensation Insurance Fund.
- B. For Program Planning
1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
 2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.
- C. For Occupational Therapy Assistant Program Students
1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

C. Occupational Therapy Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

**District: Rancho Santiago Community
College District**

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

Agency: Total Education Solutions

**Total Education Solutions
625 Fair Oaks Avenue, Suite 200
South Pasadena, CA 91030**

**Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services**

**Emily Hart Laguna, MA, OTR/L
Occupational Therapist**

Date: _____

Date: _____

Check Registers Submitted for Approval
Checks Written for Period 03/02/13 thru 03/18/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56115	General Fund Unrestricted	164,992.54	0.00	164,992.54	92*0343876	92*0343982
56116	General Fund Unrestricted	135,736.80	0.00	135,736.80	92*0343983	92*0344067
56117	General Fund Unrestricted	109,014.65	0.00	109,014.65	92*0344068	92*0344151
56118	General Fund Unrestricted	89,042.29	0.00	89,042.29	92*0344152	92*0344235
56119	General Fund Unrestricted	30,289.50	0.00	30,289.50	92*0344236	92*0344271
56143	General Fund Unrestricted	554.31	0.00	554.31	92*0344569	92*0344572
56144	General Fund Unrestricted	1,864.59	0.00	1,864.59	92*0344577	92*0344582
56145	General Fund Unrestricted	13,227.88	0.00	13,227.88	92*0344584	92*0344589
56146	General Fund Unrestricted	1,460.98	0.00	1,460.98	92*0344590	92*0344597
56147	General Fund Unrestricted	10,526.87	0.00	10,526.87	92*0344599	92*0344599
56148	General Fund Unrestricted	31,079.31	0.00	31,079.31	92*0344600	92*0344600
56152	General Fund Unrestricted	14,225.35	0.00	14,225.35	92*0344619	92*0344620
56153	General Fund Unrestricted	1,474.87	0.00	1,474.87	92*0344621	92*0344623
56154	General Fund Unrestricted	327.98	0.00	327.98	92*0344630	92*0344630
56155	General Fund Unrestricted	1,122.00	0.00	1,122.00	92*0344634	92*0344640
56156	General Fund Unrestricted	7,392.44	0.00	7,392.44	92*0344641	92*0344646
56162	General Fund Unrestricted	1,125.35	0.00	1,125.35	92*0344662	92*0344664
56164	General Fund Unrestricted	2,823.48	0.00	2,823.48	92*0344678	92*0344682
56165	General Fund Unrestricted	14,801.52	0.00	14,801.52	92*0344684	92*0344689
56166	General Fund Unrestricted	305.90	0.00	305.90	92*0344692	92*0344693
56167	General Fund Unrestricted	1,011.45	0.00	1,011.45	92*0344697	92*0344699
56171	General Fund Unrestricted	56,952.00	0.00	56,952.00	92*0344714	92*0344797
56172	General Fund Unrestricted	53,419.50	0.00	53,419.50	92*0344798	92*0344881
56173	General Fund Unrestricted	54,059.00	0.00	54,059.00	92*0344882	92*0344965
56174	General Fund Unrestricted	71,039.38	0.00	71,039.38	92*0344966	92*0345063
56175	General Fund Unrestricted	67,212.20	0.00	67,212.20	92*0345064	92*0345147
56176	General Fund Unrestricted	44,250.00	0.00	44,250.00	92*0345148	92*0345231
56177	General Fund Unrestricted	44,654.00	0.00	44,654.00	92*0345232	92*0345315
56178	General Fund Unrestricted	45,010.00	0.00	45,010.00	92*0345316	92*0345399
56179	General Fund Unrestricted	47,899.00	0.00	47,899.00	92*0345400	92*0345483
56180	General Fund Unrestricted	40,532.00	0.00	40,532.00	92*0345484	92*0345567
56181	General Fund Unrestricted	48,196.00	0.00	48,196.00	92*0345568	92*0345651
56182	General Fund Unrestricted	46,577.00	0.00	46,577.00	92*0345652	92*0345763
56183	General Fund Unrestricted	51,167.00	0.00	51,167.00	92*0345764	92*0345847
56184	General Fund Unrestricted	45,663.50	0.00	45,663.50	92*0345848	92*0345931
56185	General Fund Unrestricted	44,851.00	0.00	44,851.00	92*0345932	92*0346015
56186	General Fund Unrestricted	36,833.00	0.00	36,833.00	92*0346016	92*0346079
56190	General Fund Unrestricted	1,769.56	0.00	1,769.56	92*0346128	92*0346130
56192	General Fund Unrestricted	675.86	0.00	675.86	92*0346137	92*0346138
56193	General Fund Unrestricted	160.95	0.00	160.95	92*0346146	92*0346146
56194	General Fund Unrestricted	1,788.27	0.00	1,788.27	92*0346151	92*0346151

5.1 (1)

Check Registers Submitted for Approval
Checks Written for Period 03/02/13 thru 03/18/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56198	General Fund Unrestricted	2,755.00	0.00	2,755.00	92*0346156	92*0346157
56199	General Fund Unrestricted	7,222.91	0.00	7,222.91	92*0346158	92*0346176
56201	General Fund Unrestricted	7,986.28	0.00	7,986.28	92*0346183	92*0346184
56202	General Fund Unrestricted	1,734.90	0.00	1,734.90	92*0346185	92*0346188
56204	General Fund Unrestricted	2,251.95	0.00	2,251.95	92*0346198	92*0346206
56205	General Fund Unrestricted	4,150.76	0.00	4,150.76	92*0346208	92*0346214
56207	General Fund Unrestricted	1,980.49	0.00	1,980.49	92*0346217	92*0346224
56209	General Fund Unrestricted	2,145.24	0.00	2,145.24	92*0346227	92*0346230
56212	General Fund Unrestricted	2,430.42	0.00	2,430.42	92*0346233	92*0346238
56213	General Fund Unrestricted	3,052.82	0.00	3,052.82	92*0346239	92*0346246
56214	General Fund Unrestricted	5,144.67	0.00	5,144.67	92*0346247	92*0346253
56216	General Fund Unrestricted	1,419.26	0.00	1,419.26	92*0346263	92*0346264
56217	General Fund Unrestricted	2,629.02	0.00	2,629.02	92*0346271	92*0346273
56222	General Fund Unrestricted	2,990.49	0.00	2,990.49	92*0346300	92*0346307
56224	General Fund Unrestricted	3,091.00	0.00	3,091.00	92*0346316	92*0346321
56231	General Fund Unrestricted	290.09	0.00	290.09	92*0346361	92*0346362
56233	General Fund Unrestricted	11,895.13	0.00	11,895.13	92*0346375	92*0346380
56236	General Fund Unrestricted	1,516.10	0.00	1,516.10	92*0346393	92*0346394
56239	General Fund Unrestricted	2,653.00	0.00	2,653.00	92*0346404	92*0346406
56243	General Fund Unrestricted	2,508.44	0.00	2,508.44	92*0346411	92*0346418
56245	General Fund Unrestricted	9,580.94	0.00	9,580.94	92*0346427	92*0346432
56246	General Fund Unrestricted	211.80	0.00	211.80	92*0346434	92*0346440
56247	General Fund Unrestricted	1,038.07	0.00	1,038.07	92*0346441	92*0346441
56255	General Fund Unrestricted	7,542.33	0.00	7,542.33	92*0346638	92*0346643
56256	General Fund Unrestricted	1,558.56	0.00	1,558.56	92*0346645	92*0346651
56257	General Fund Unrestricted	15,685.44	0.00	15,685.44	92*0346652	92*0346654
56258	General Fund Unrestricted	2,675.49	0.00	2,675.49	92*0346656	92*0346661
56264	General Fund Unrestricted	3,173.00	0.00	3,173.00	92*0346679	92*0346686
56265	General Fund Unrestricted	182.18	0.00	182.18	92*0346688	92*0346692
56267	General Fund Unrestricted	7,017.32	0.00	7,017.32	92*0346698	92*0346706
56268	General Fund Unrestricted	4,493.64	0.00	4,493.64	92*0346707	92*0346714
56271	General Fund Unrestricted	2,758.00	0.00	2,758.00	92*0346732	92*0346732
56272	General Fund Unrestricted	2,761.49	0.00	2,761.49	92*0346733	92*0346740
56273	General Fund Unrestricted	1,365.72	0.00	1,365.72	92*0346742	92*0346743
56276	General Fund Unrestricted	1,041.00	0.00	1,041.00	92*0346750	92*0346750
56277	General Fund Unrestricted	504.20	0.00	504.20	92*0346751	92*0346761
56278	General Fund Unrestricted	246.24	0.00	246.24	92*0346762	92*0346762
56279	General Fund Unrestricted	1,310.38	0.00	1,310.38	92*0346770	92*0346775
56280	General Fund Unrestricted	10,951.34	0.00	10,951.34	92*0346776	92*0346782
56281	General Fund Unrestricted	942.30	0.00	942.30	92*0346783	92*0346786
56282	General Fund Unrestricted	2,833.59	0.00	2,833.59	92*0346790	92*0346796

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56283	General Fund Unrestricted	6,200.00	0.00	6,200.00	92*0346797	92*0346797
56287	General Fund Unrestricted	3,186.00	0.00	3,186.00	92*0346813	92*0346820
Total Fund 11 General Fund Unrestricted		<u><u>\$1,592,216.28</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,592,216.28</u></u>		

Check Registers Submitted for Approval
 Checks Written for Period 03/02/13 thru 03/18/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56141	General Fund Restricted	3,589.68	0.00	3,589.68	92*0344556	92*0344561
56142	General Fund Restricted	1,806.80	0.00	1,806.80	92*0344562	92*0344568
56143	General Fund Restricted	911.93	0.00	911.93	92*0344570	92*0344575
56144	General Fund Restricted	164.95	0.00	164.95	92*0344576	92*0344580
56145	General Fund Restricted	4,452.94	0.00	4,452.94	92*0344583	92*0344588
56146	General Fund Restricted	133.60	0.00	133.60	92*0344592	92*0344592
56147	General Fund Restricted	25,219.50	0.00	25,219.50	92*0344598	92*0344598
56148	General Fund Restricted	49,709.96	0.00	49,709.96	92*0344601	92*0344601
56151	General Fund Restricted	8,417.10	0.00	8,417.10	92*0344616	92*0344617
56152	General Fund Restricted	18,077.80	0.00	18,077.80	92*0344618	92*0344618
56153	General Fund Restricted	332.35	0.00	332.35	92*0344624	92*0344626
56154	General Fund Restricted	2,999.54	0.00	2,999.54	92*0344627	92*0344633
56155	General Fund Restricted	1,168.61	0.00	1,168.61	92*0344635	92*0344639
56162	General Fund Restricted	1,233.32	0.00	1,233.32	92*0344665	92*0344669
56164	General Fund Restricted	1,646.05	0.00	1,646.05	92*0344676	92*0344683
56165	General Fund Restricted	2,444.20	0.00	2,444.20	92*0344690	92*0344690
56166	General Fund Restricted	2,603.00	0.00	2,603.00	92*0344694	92*0344696
56167	General Fund Restricted	568.15	0.00	568.15	92*0344698	92*0344702
56187	General Fund Restricted	1,710.00	0.00	1,710.00	92*0346080	92*0346089
56188	General Fund Restricted	2,550.00	0.00	2,550.00	92*0346090	92*0346109
56189	General Fund Restricted	2,060.00	0.00	2,060.00	92*0346110	92*0346127
56192	General Fund Restricted	1,392.44	0.00	1,392.44	92*0346135	92*0346142
56193	General Fund Restricted	1,565.27	0.00	1,565.27	92*0346143	92*0346147
56194	General Fund Restricted	11,151.05	0.00	11,151.05	92*0346148	92*0346150
56200	General Fund Restricted	490.76	0.00	490.76	92*0346177	92*0346179
56201	General Fund Restricted	8,268.89	0.00	8,268.89	92*0346180	92*0346182
56202	General Fund Restricted	1,795.68	0.00	1,795.68	92*0346186	92*0346186
56203	General Fund Restricted	6,652.45	0.00	6,652.45	92*0346189	92*0346197
56205	General Fund Restricted	770.56	0.00	770.56	92*0346210	92*0346211
56206	General Fund Restricted	33,539.92	0.00	33,539.92	92*0346215	92*0346215
56211	General Fund Restricted	36,429.35	0.00	36,429.35	92*0346232	92*0346232
56213	General Fund Restricted	226.15	0.00	226.15	92*0346241	92*0346241
56215	General Fund Restricted	513.09	0.00	513.09	92*0346254	92*0346262
56216	General Fund Restricted	1,054.45	0.00	1,054.45	92*0346265	92*0346270
56217	General Fund Restricted	4,729.46	0.00	4,729.46	92*0346272	92*0346274
56219	General Fund Restricted	963.50	0.00	963.50	92*0346276	92*0346281
56220	General Fund Restricted	1,600.00	0.00	1,600.00	92*0346282	92*0346291
56221	General Fund Restricted	1,280.00	0.00	1,280.00	92*0346292	92*0346299
56223	General Fund Restricted	2,060.82	0.00	2,060.82	92*0346308	92*0346315
56228	General Fund Restricted	1,440.00	0.00	1,440.00	92*0346335	92*0346343
56229	General Fund Restricted	1,440.00	0.00	1,440.00	92*0346344	92*0346352

5.1 (4)

Check Registers Submitted for Approval
 Checks Written for Period 03/02/13 thru 03/18/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56230	General Fund Restricted	1,280.00	0.00	1,280.00	92*0346353	92*0346360
56231	General Fund Restricted	997.88	0.00	997.88	92*0346363	92*0346366
56232	General Fund Restricted	3,916.94	0.00	3,916.94	92*0346367	92*0346373
56233	General Fund Restricted	4,795.00	0.00	4,795.00	92*0346376	92*0346382
56234	General Fund Restricted	5,357.50	0.00	5,357.50	92*0346384	92*0346388
56236	General Fund Restricted	3,512.38	0.00	3,512.38	92*0346395	92*0346399
56240	General Fund Restricted	11,313.28	0.00	11,313.28	92*0346407	92*0346407
56244	General Fund Restricted	2,100.64	0.00	2,100.64	92*0346419	92*0346426
56245	General Fund Restricted	4,995.80	0.00	4,995.80	92*0346428	92*0346433
56246	General Fund Restricted	353.51	0.00	353.51	92*0346435	92*0346438
56247	General Fund Restricted	2,566.13	0.00	2,566.13	92*0346442	92*0346445
56248	General Fund Restricted	41,081.66	0.00	41,081.66	92*0346446	92*0346446
56255	General Fund Restricted	7,762.70	0.00	7,762.70	92*0346637	92*0346641
56256	General Fund Restricted	722.05	0.00	722.05	92*0346644	92*0346650
56257	General Fund Restricted	9,500.00	0.00	9,500.00	92*0346653	92*0346653
56258	General Fund Restricted	1,404.55	0.00	1,404.55	92*0346655	92*0346655
56266	General Fund Restricted	3,508.91	0.00	3,508.91	92*0346693	92*0346697
56269	General Fund Restricted	14,048.46	0.00	14,048.46	92*0346715	92*0346722
56270	General Fund Restricted	2,463.06	0.00	2,463.06	92*0346723	92*0346729
56271	General Fund Restricted	4,163.00	0.00	4,163.00	92*0346730	92*0346730
56273	General Fund Restricted	1,771.46	0.00	1,771.46	92*0346741	92*0346746
56277	General Fund Restricted	0.00	0.00	0.00	92*0346752	92*0346757
56278	General Fund Restricted	1,032.69	0.00	1,032.69	92*0346763	92*0346768
56279	General Fund Restricted	886.66	0.00	886.66	92*0346769	92*0346771
56281	General Fund Restricted	1,398.21	0.00	1,398.21	92*0346785	92*0346789
56283	General Fund Restricted	31,462.48	0.00	31,462.48	92*0346798	92*0346798
Total Fund 12 General Fund Restricted		<u>\$411,558.27</u>	<u>\$0.00</u>	<u>\$411,558.27</u>		

Check Registers Submitted for Approval
 Checks Written for Period 03/02/13 thru 03/18/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56157	GF Unrestricted One-Time Func	15,416.55	0.00	15,416.55	92*0344647	92*0344648
56163	GF Unrestricted One-Time Func	5,916.42	0.00	5,916.42	92*0344670	92*0344675
56166	GF Unrestricted One-Time Func	168.38	0.00	168.38	92*0344691	92*0344691
56191	GF Unrestricted One-Time Func	78,597.71	0.00	78,597.71	92*0346131	92*0346134
56192	GF Unrestricted One-Time Func	105.13	0.00	105.13	92*0346136	92*0346136
56202	GF Unrestricted One-Time Func	10,223.53	0.00	10,223.53	92*0346187	92*0346187
56205	GF Unrestricted One-Time Func	1,576.80	0.00	1,576.80	92*0346207	92*0346207
56206	GF Unrestricted One-Time Func	10,372.50	0.00	10,372.50	92*0346216	92*0346216
56210	GF Unrestricted One-Time Func	16,844.78	0.00	16,844.78	92*0346231	92*0346231
56218	GF Unrestricted One-Time Func	124,715.26	0.00	124,715.26	92*0346275	92*0346275
56227	GF Unrestricted One-Time Func	10,502.30	0.00	10,502.30	92*0346333	92*0346334
56233	GF Unrestricted One-Time Func	10,080.00	0.00	10,080.00	92*0346374	92*0346374
56234	GF Unrestricted One-Time Func	384.00	0.00	384.00	92*0346383	92*0346383
56242	GF Unrestricted One-Time Func	17,130.28	0.00	17,130.28	92*0346409	92*0346410
56254	GF Unrestricted One-Time Func	12,793.84	0.00	12,793.84	92*0346633	92*0346636
56258	GF Unrestricted One-Time Func	2,898.87	0.00	2,898.87	92*0346660	92*0346660
56265	GF Unrestricted One-Time Func	5,091.20	0.00	5,091.20	92*0346687	92*0346691
56267	GF Unrestricted One-Time Func	5,500.00	0.00	5,500.00	92*0346700	92*0346705
56271	GF Unrestricted One-Time Func	12,499.52	0.00	12,499.52	92*0346731	92*0346731
Total Fund 13 GF Unrestricted One-Time		<u>\$340,817.07</u>	<u>\$0.00</u>	<u>\$340,817.07</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56149	Child Development Fund	1,034.94	0.00	1,034.94	92*0344602	92*0344610
56150	Child Development Fund	4,179.62	0.00	4,179.62	92*0344611	92*0344615
56168	Child Development Fund	1,445.31	0.00	1,445.31	92*0344703	92*0344707
56169	Child Development Fund	13,077.40	0.00	13,077.40	92*0344708	92*0344712
56195	Child Development Fund	1,446.09	0.00	1,446.09	92*0346152	92*0346153
56225	Child Development Fund	4,168.16	0.00	4,168.16	92*0346322	92*0346328
56237	Child Development Fund	746.02	0.00	746.02	92*0346400	92*0346400
56249	Child Development Fund	2,703.00	0.00	2,703.00	92*0346447	92*0346447
56259	Child Development Fund	7,884.99	0.00	7,884.99	92*0346662	92*0346666
56274	Child Development Fund	8,604.52	0.00	8,604.52	92*0346747	92*0346747
56284	Child Development Fund	3,585.90	0.00	3,585.90	92*0346799	92*0346807
Total Fund 33 Child Development Fund		<u>\$48,875.95</u>	<u>\$0.00</u>	<u>\$48,875.95</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56159	Capital Outlay Projects Fund	66,904.11	0.00	66,904.11	92*0344655	92*0344658
56197	Capital Outlay Projects Fund	93.33	0.00	93.33	92*0346155	92*0346155
56226	Capital Outlay Projects Fund	34,005.46	0.00	34,005.46	92*0346329	92*0346332
56262	Capital Outlay Projects Fund	3,092.00	0.00	3,092.00	92*0346675	92*0346675
56286	Capital Outlay Projects Fund	340.20	0.00	340.20	92*0346812	92*0346812
Total Fund 41 Capital Outlay Projects Fu		<u>\$104,435.10</u>	<u>\$0.00</u>	<u>\$104,435.10</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56158	Bond Fund, Measure E	37,498.79	0.00	37,498.79	92*0344649	92*0344654
56196	Bond Fund, Measure E	129.22	0.00	129.22	92*0346154	92*0346154
56208	Bond Fund, Measure E	642,651.80	0.00	642,651.80	92*0346225	92*0346226
56235	Bond Fund, Measure E	27,855.00	0.00	27,855.00	92*0346389	92*0346392
56238	Bond Fund, Measure E	124,091.25	0.00	124,091.25	92*0346401	92*0346403
56260	Bond Fund, Measure E	54,338.05	0.00	54,338.05	92*0346667	92*0346673
56261	Bond Fund, Measure E	50,985.49	0.00	50,985.49	92*0346674	92*0346674
56275	Bond Fund, Measure E	4,512.84	0.00	4,512.84	92*0346748	92*0346749
56285	Bond Fund, Measure E	509,170.52	0.00	509,170.52	92*0346808	92*0346811
Total Fund 42 Bond Fund, Measure E		<u>\$1,451,232.96</u>	<u>\$0.00</u>	<u>\$1,451,232.96</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56161	Property and Liability Fund	4,739.30	0.00	4,739.30	92*0344660	92*0344661
56170	Property and Liability Fund	5,304.00	0.00	5,304.00	92*0344713	92*0344713
56250	Property and Liability Fund	2,609.55	0.00	2,609.55	92*0346448	92*0346448
56263	Property and Liability Fund	16,522.75	0.00	16,522.75	92*0346676	92*0346678
Total Fund 61 Property and Liability Fund		<u><u>\$29,175.60</u></u>	<u><u>\$0.00</u></u>	<u><u>\$29,175.60</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56160	Workers' Compensation Fund	1,295.44	0.00	1,295.44	92*0344659	92*0344659
56241	Workers' Compensation Fund	499,272.00	0.00	499,272.00	92*0346408	92*0346408
Total Fund 62 Workers' Compensation Fu		<u><u>\$500,567.44</u></u>	<u><u>\$0.00</u></u>	<u><u>\$500,567.44</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	1,592,216.28
Total Fund 12 General Fund Restricted	411,558.27
Total Fund 13 GF Unrestricted One-Time Fund	340,817.07
Total Fund 33 Child Development Fund	48,875.95
Total Fund 41 Capital Outlay Projects Fund	104,435.10
Total Fund 42 Bond Fund, Measure E	1,451,232.96
Total Fund 61 Property and Liability Fund	29,175.60
Total Fund 62 Workers' Compensation Fund	500,567.44
Grand Total:	<u><u>\$4,478,878.67</u></u>

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

To:	Board of Trustees	Date: April 1, 2013
Re:	Adoption of Resolution No. 13-17 – Concrete for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On April 11, 2011, the Board of Trustees awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Humanities Building at Santiago Canyon College. This is the completion contract originally awarded to Tidwell Concrete.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 13-17 as well as Exhibit A.

Resolution No. 13-17 and Change Order #10 as outlined, increases the contract by \$37,302. The revised contract amount is \$ 1,439,703.96 . Staff was able to negotiate a savings of \$27,058. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 10.5% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 13-17, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$37,302	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO GUY YOCOM
CONSTRUCTION, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE HUMANITIES BUILDING**

RESOLUTION NO. _____ 13-17 _____

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, (“Project”) to Guy Yocom Construction, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including installing additional various size angle closures to accommodate structural details and shoring of metal deck. These items are more fully described in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$37,302 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 1st day of April, 2013, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Arianna Barrios, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, Lawrence Labrado, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 1st day of April, 2013, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 1st day of April, 2013.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE HUMANITIES BUILDING***

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building	Bid No. 1136	P.O. # 10-BP000253
	D.S.A. No. 04-110212	
Contractor: Guy Yocom Construction	Change Order No. 10	
Architect: LPA Inc	Date: March 7, 2013	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,302,900.00
Previous Change Orders	\$99,501.96	
This Change Order	\$37,302.00	
Total Change Orders		\$136,803.96
Revised Contract Amount		\$1,439,703.96
Previous Time Extensions	11 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		11 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 30, 2011
RSCCD Board Approval Date		April 1, 2013

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1136	P.O. # 10-BP000253
Contractor: Guy Yocom Construction		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 10	
		Date: March 7, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Install additional various size angle closures at various locations, in order to accommodate structural details (Original cost \$62,058.00)</p> <p><u>REASON:</u> Various field conditions changed the original detail requirements (Unforeseen Condition)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$35,000.00
2.0	<p><u>DESCRIPTION:</u> Labor and material for shoring of metal deck per field change directive 41</p> <p><u>REASON:</u> Due to structural steel beam deflecting</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$2,302.00
Sub-Total		\$0.00	\$37,302.00
Total			\$37,302.00

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

To:	Board of Trustees	Date: April 1, 2013
Re:	Approval of Change Order #4, Bid #1137 – Masonry for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Industrial Masonry, Inc. for Bid #1137, masonry for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #4.

Change Order #4 increases the contract by \$10,000. The revised contract amount is \$1,842,754. Staff was able to negotiate a savings of \$2,753.23. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 6.26% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #4, Bid #1137 for Industrial Masonry, Inc., masonry for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$10,000	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1137	P.O. #	10-P0014610
	D.S.A. No.		04-110212
Contractor: Industrial Masonry Inc	Change Order No.		4
Architect: LPA Inc	Date:		March 8, 2013

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,734,200.00
Previous Change Orders	\$98,554.00	
This Change Order	\$10,000.00	
Total Change Orders		\$108,554.00
Revised Contract Amount		\$1,842,754.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		January 19, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		April 1, 2013

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

CHANGE ORDER

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

Project: <i>Santiago Canyon College Humanities Building</i>	Bid No. 1137	P.O. # 10-P0014610
	D.S.A. No. 04-110212	
Contractor: <i>Industrial Masonry Inc</i>	Change Order No. 4	
Architect: <i>LPA Inc</i>	Date: March 8, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Labor and material to provide additional rebar and embeds per construction change directive 34 and field change directive 2</p> <p><u>REASON:</u> Additional support for steel truss at the top of the wall (Original cost \$12,753.23)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$10,000.00
Sub-Total		\$0.00	\$10,000.00
Total			\$10,000.00

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

To:	Board of Trustees	Date: April 1, 2013
Re:	Approval of Change Order #2, Bid #1149 – Equipment and Furnishings for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Herk Edwards, Inc. for Bid #1149, equipment and furnishings for the Athletic/Aquatic Complex.

ANALYSIS:

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

Change Order #2 decreases the contract by \$18,074.30. The revised contract amount is \$1,175,867.11. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are -.44% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1149 for Herk Edwards, Inc., equipment and furnishings for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	-\$18,074.30	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No.	1149	11-P0016037
	D.S.A. No.	04-109232	
Contractor: Herk Edwards Inc	Change Order No.	2	
Architect: The Austin Company	Date:	March 8, 2013	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,181,020.00
Previous Change Orders	\$12,921.41	
This Change Order	-\$18,074.30	
Total Change Orders		-\$5,152.89
Revised Contract Amount		\$1,175,867.11
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		November 11, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		April 1, 2013

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

CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College		Bid No. 1149	11-P0016037
Contractor: Herk Edwards Inc		D.S.A. No. 04-109232	
Architect: The Austin Company		Change Order No. 2	
		Date: March 8, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Credit for deletion of original gym scoreboard and vision matrix at swimming scoreboard <u>REASON:</u> Requested by the college <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$18,074.30	\$0.00
Sub-Total		\$18,074.30	\$0.00
Total			-\$18,074.30

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

To:	Board of Trustees	Date: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1138 - Structural Steel and Metals for the Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Blazing Industrial Steel Inc. to complete the Structural Steel and Metals for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$1,073,437.53

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for Structural Steel and Metals for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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. 1138 - Steel and Metals for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Blazing Industrial Steel Inc. PO# 10-B0014486, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Western Surety 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: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1139 - Electrical for the Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Dynalectric to complete the Electrical for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$1,298,253.49

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for Electrical for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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. 1139 Electrical for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Dynalectric Inc. PO# 10-BP00226, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Travelers Casualty and Surety 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: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1142 - Fire Suppression for the Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to JPI Development Group Inc. to complete the Fire Suppression for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$299,000.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for Fire Suppression for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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. 1142 - Fire Suppression for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with JPI Development Group Inc. PO# 10-BP000242, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is North American Specialty 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: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1143 - Glass/Glazing and Aluminum Systems for the Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Glazcon Industries/Henry's Glass and Mirror to complete the Glass/Glazing and Aluminum Systems for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$1,263,780.48

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for Glass/Glazing and Aluminum Systems for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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. 1143 - Glass/Glazing and Aluminum Systems for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Glazcon Industries/Henry's Glass & Mirror PO# 10-P0014581, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Developers Surety & 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: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1144 - Roofing, Waterproofing, and Composite Aluminum Panels for the Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Troyer Constructing Company to complete the Roofing, Waterproofing, and Composite Aluminum Panels for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$835,053.18

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for Roofing, Waterproofing, and Composite Aluminum Panels for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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. 1144 – Roofing, Waterproofing and Composite Aluminum Panels for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Troyer Construction Company Inc. PO# 10-P0014699, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Western Surety 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: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1145 - Casework, Fixtures and Laboratory Equipment for Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to K & Z Cabinet Company Inc. to complete Casework, Fixtures and Laboratory Equipment for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$105,790.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion of Casework, Fixtures and Laboratory Equipment for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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. 1145 - Casework, Fixtures and Laboratory Equipment for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with K & Z Cabinet Company Inc. PO# 10-P0014697, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Insurance Company of the West.

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: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1146 - Framing/Elevators for the Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Inland Building Construction Company Framing/Elevators for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$1,192,615.25

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for Framing/Elevators for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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. 1146 – Framing/Elevators for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Inland Building Construction Company PO# 10-BP000245, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Insurance Company of the West.

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: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1147 - Interior Systems for the Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Inland Empire Architectural Specialties Inc. to complete the Interior Systems for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$513,212.20.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion of Interior Systems for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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. 1147 – Interior Systems for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Inland Empire Architectural Specialties Inc. PO# 10-P0014650, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is First National 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: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1148 - Flooring for the Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Continental Flooring Inc. to complete Flooring for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$370,401.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion of Flooring for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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. 1148 – Flooring for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Continental Flooring Inc. PO# 10-P0014661, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Washington International 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: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1149 - Equipment and Furnishing for the Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Herk Edwards Inc. to complete Equipment and Furnishing for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$101,920.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve of Notice of Completion of Equipment and Furnishing for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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. 1149 – Equipment and Furnishing for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 13th day of November, 2012, which contract was made with Herk Edwards Inc. PO# 10-P0016037, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is United National 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: April 1, 2013
Re:	Approval of Notice of Completion: Bid #1151 - Earthwork for the Athletics and Aquatics Complex Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Southern California Grading to complete Earthwork for the Athletics and Aquatics Complex 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 complete on October 15, 2012, 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 \$315,482.94

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for Earthwork for the Athletics and Aquatics Complex project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: April 1, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
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 - Earthwork for Athletics and Aquatics Complex Project, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Southern California Grading Inc. PO# 10-P0014379, as contractor; that said improvements were completed on the 15th day of October, 2012, and accepted by formal action of the governing Board of said District on the 1st day of April, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is 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**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To: Board of Trustees	Date: April 1, 2013
Re: Approval of Classroom Lease Renewal with Orange Unified School District	
Action: Request for Approval	

BACKGROUND

Historically, RSCCD has rented classroom space from the Orange Unified School District (OUSD) to provide additional instructional facilities for both college credit and continuing education courses. This arrangement was first approved by the Board of Trustees on January 14, 1986. Renewal of the lease agreement is required for use of the space in 2012-13.

ANALYSIS

The 2012-13 cost to lease classroom space with OUSD is \$15 per classroom hour, the same rate as in 2011-12. It is anticipated that the Santiago Canyon College, Orange Education Center will need to lease approximately 1,080 hours of classroom space during the 2012-13 fiscal year for a cost of \$16,200. Attached is a copy of the required OUSD lease form, Application and Agreement for Use of Facilities. The details of the lease will be completed as the need for classrooms is determined.

RECOMMENDATION

It is recommended that the Board of Trustees approve the SCC Orange Education Center lease agreement renewal for classroom space with OUSD for the period of July 1, 2012, through June 30, 2013, as presented.

Fiscal Impact: \$15 per classroom hour	Board Date: April 1, 2013
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: Juan Vázquez, President, Santiago Canyon College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

ORANGE UNIFIED SCHOOL DISTRICT
1401 North Handy Street, Orange, CA 92867

APPLICATION AND AGREEMENT FOR USE OF FACILITIES

- A. Group/Organization _____
- B. Billing Address _____
- C. Representative/Applicant: _____
Daytime Phone
Alternate Phone
- D. Insurance Carrier: _____

E. DECLARATION OF APPLICANT:

1. The undersigned agrees to defend, indemnify and hold harmless the Orange Unified School District, its board of trustees, agents and employees, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage or otherwise, regardless of cause including the district's negligence, that may arise in any way from or be alleged to be caused by the undersigned's use or occupancy of district facilities, furniture or equipment. The undersigned further agrees to provide a certificate of insurance, naming the district as an additional insured for liability coverages satisfactory to the district.
2. I, the undersigned, hereby certify that I will be personally responsible on behalf of the group/organization for any damages sustained by the school building, furniture, equipment, or ground accruing through the occupancy or use of said building and/or use of said building and/or grounds by the group/organization, normal wear and tear excepted.
3. I hereby certify that I have received and read the rules, regulations, as stated in ATTACHMENT A and that I, and the organization which I represent, will abide by them and will conform to all applicable provisions of the Constitution and laws of California and to all other rules and regulations of the District and its authorized agents which may be communicated to the applicant.
4. In executing this declaration, I certify that I have been duly authorized by the herein set forth applicant/organization to act in its behalf in making application for use of said facilities.

Signature _____
(Name)
(Position)
(Date)

FACILITY: SCHOOL / SITE REQUESTED FOR USE: _____

Under no circumstances may an event take place until use of facilities has approved application and applicant has signed permit.

ROOM/FIELD/GYM/POOL	BEG. DATE	END DATE	DAY/S OF WEEK	HOURS FROM	HOURS TO	TOTAL HOURS	EST. ATTEND.

- F. Intended Use _____
- G. Expected Revenue Funds _____
- H. Use of Revenue Funds _____
- I. Group's On-site Representative _____
(Name)
(Daytime Phone)
- J. Principal/Site Administrator _____
(Signature)
(Title)
(Date)

Comments: _____

DISTRICT OFFICE:

CHARGES:

- A. INSURANCE POLICY EXPIRATION DATE: _____ ROOM _____
- B. Comments: _____ CUSTODIAN _____
- _____ OTHER: _____
- DISTRICT APPROVAL: _____ DATE: _____

Rev. 9/12	Group File _____	Site File _____	Site/School _____	OUSD Security _____
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ORANGE UNIFIED SCHOOL DISTRICT

APPLICATION AND PERMIT FOR USE OF SCHOOL FACILITIES

RULES, REGULATIONS AND POLICIES OF OUSD REGARDING COMMUNITY USE OF SCHOOL BUILDINGS AND GROUNDS PRIMARY USE

1. Use and occupancy of school property shall be primarily for public school purposes. Any authorized use of the property for other than public school purposes shall be subordinate to this primary purpose.

ELIGIBILITY FOR USE

2. All groups qualifying under the provisions of the Civic Center Act may use school facilities for non-stop purposes. They must adhere to the rules and regulations as set forth by the Governing Board of Trustees. In general, the subject matter of such meetings shall pertain to the recreational, educational, scientific, literary, economic, political, artistic or moral interests of the community, or for the discussion of matters of general or public interest.
3. All groups qualifying for use of a OUSD facility fall under the provisions of the Civic Center Act and Board Policy, even as amended from time to time.
 - a. All groups shall comply with applicable city ordinances relating to business and charitable solicitations.
 - b. Failure to promptly provide a complete roster of all participants' names and addresses within 7 days of the request may result in cancellation of the permit.
4. Specific restrictions are contained in the laws of the State against the use of school property by subversive groups, for denominational or sectarian purposes, or if the purpose of the meeting is immoral, offensive, or harmful activity.

SAFETY

5. A Civic Center permit does not necessarily authorize the use of certain school district equipment nor the use of any student body equipment; Arrangements for the supervision, operation and payment for the use of any special equipment made available shall be made with the school administrator approving the permit.
6. No structures may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the school administrator issuing the permit.
7. Any use of school facilities for non-school purposes shall comply with State and local fire, health and safety laws.

FEE/RENTAL CHARGE

8. Charges shall be determined from the Board-approved Table of Charges at the time the permit is issued or after group receives a copy of the approved application/permit.
9. All fees may be paid by cash, certified check, personal check, or cashiers check made payable to Orange Unified School District.
10. Rental rates do not include custodians, cafeteria personnel, ushers, stagehands or other personnel of a similar nature.
11. Orange Unified School District must receive written cancellation notice five (5) or more days prior to permitted event date, to avoid full charges. Receipt of written cancellation made less than five (5) days prior to permitted event, may result in charges to the applicant as though facility were used.

SPECIAL REGULATIONS

12. No booking will be made which will interfere with any arranged school function. Although intended to be kept at an absolute minimum, school activities necessitating the use of a school facility previously reserved for non-school activity may require the cancellation of a permit.
13. Orange Unified School District will require the applicant to furnish no less than \$1,000,000 aggregate and \$100,000 per occurrence public liability and property damage insurance. Orange Unified School District shall be named as the ADDITIONAL INSURED.
14. When food service in a cafeteria or kitchen is desired, arrangements must be made through the Director of Nutritional Services.

GENERAL RULES GOVERNING USE

15. The school administrator may deny any application or cancel any permit when in his/her opinion the use may be contrary to any existing laws or create a condition that may cause a disturbance of the peace.
16. No Alcoholic beverages, narcotics, weapons, dangerous objects, tobacco products, golfing, skateboarding, or dog/pet-walking shall be used/allowed on school district property.
17. All applications must be directed to the school administrator of the facility not less than 15 days before and no earlier than 90 days before the desired use is to take place.
18. The term "Organization" is defined to mean any persons or group of persons who make application for the use of school property or facilities. If the applicant is only one person, or two or more persons joined together in a partnership, the application must be signed by the person or by a majority of individuals who make up the partnership. If the agency is an organized group, the person making the application shall show evidence of authority to engage for such use of school facilities.
19. Any stage props used must be completely fireproofed by a certified agent of the user. The School District may request a certification from the Fire Department that all stage props have been certified as fireproof.
20. School facilities or property will not be available for any entertainment involving the use of live animals of any type, kind or size, nor is straw, hay or any readily combustible material of a like manner to be used in any activity. This is due to a condition of sanitation and fire hazard.
21. When a special activity takes place such as a television or radio broadcast and extra equipment is necessary, such as telephone lines, etc. the District Administration may require a special advance deposit from the applicant to help defray the cost of the special equipment. Any balance of the unused deposit will be returned to the applicant within ten (10) days after the date of the activity.
22. When the general public is allowed to park automobiles in school parking lots, they must park in designated areas and in such a manner as to allow clear access to all buildings and fire hydrants.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: April 1, 2013
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Board Financial Assistance Program (BFAP) (SAC) Annual allocation from the California Community Colleges Chancellor's Office to assist students in need of financial aid by supporting financial aid staff and equipment costs. (12/13). <i>No match required.</i>	07/01/2012	\$699,565

RECOMMENDATION

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

Fiscal Impact: \$699,565	Board Date: April 1, 2013
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET # 2550
NAME: Board Financial Aid Admin (BFAP) - SAC
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 - 06/30/13
 CONTRACT INCOME: \$699,565

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Robert Manson

Date: 03/04/14

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-000000-10000-8629	Other Gen Categorical Apport : Santa Ana Coll		638,401		699,565		61,164
12-2550-631000-15310-1430	Part-Time Counselors : Counseling	21,800		-			21,800
12-2550-631000-15310-3115	STRS - Non-Instructional : Counseling	1,791		-			1,791
12-2550-631000-15310-3325	Medicare - Non-Instructional : Counseling	316		-			316
12-2550-631000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	218		-			218
12-2550-631000-15310-3515	SUI - Non-Instructional : Counseling	351		-			351
12-2550-631000-15310-3615	WCI - Non-Instructional : Counseling	523		-			523
12-2550-646000-19405-2130	Classified Employees : Fin.Aid (12 months) - Janet Grunbaum (64%) - Alejandra Hurtado (100%) - Sonia Lopez (100%) - Michael Martinez (100%) w/ time off w/out pay - Chi Pham (82.5%) - Chinh Pham (100%) - Karen Rivera (100%) - Dorothy (Nacita) Swayn (85%) - Glenda Welch (100%)	310,658		439,482		128,824	
12-2550-646000-19405-2320	Classified Employees - Hourly : Financial Aid - Natalie Nguyen (1B-7B)	35,051		10,167			24,884
12-2550-646000-19405-2350	Overtime - Classified Employee : Financial Ai - from 3B - 5B	5,866		5,666			200
12-2550-646000-19405-3215	PERS - Non-Instructional : Financial Aid Offi	33,928		50,218		16,290	
12-2550-646000-19405-3315	OASDHI - Non-Instructional : Financial Aid Of	19,635		27,966		8,331	
12-2550-646000-19405-3325	Medicare - Non-Instructional : Financial Aid	5,175		6,688		1,513	
12-2550-646000-19405-3335	PARS - Non-Instructional : Financial Aid Offi	459		132			327
12-2550-646000-19405-3415	H & W - Non-Instructional : Financial Aid Off	65,776		101,797		36,021	

6.1 (2)

SPECIAL PROJECT DETAILED BUDGET # 2550
NAME: Board Financial Aid Admin (BFAP) - SAC
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 - 06/30/13
 CONTRACT INCOME: \$699,565

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Robert Manson

Date: 03/04/14

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-646000-19405-3435	H & W - Retiree Fund Non-Inst : Financial Aid	3,569		4,670		1,101	
12-2550-646000-19405-3515	SUI - Non-Instructional : Financial Aid Offic	5,747		5,136			611
12-2550-646000-19405-3615	WCI - Non-Instructional : Financial Aid Offic	8,566		11,206		2,640	
12-2550-646000-19405-3915	Other Benefits - Non-Instruct : Financial Aid	7,969		11,225		3,256	
12-2550-646000-19405-4610	Non-Instructional Supplies : Financial Aid Of	10,122		8,173			1,949
12-2550-646000-19405-4710	Food and Food Service Supplies : Financial Ai	500		-			500
12-2550-646000-19405-5100	Contracted Services : Financial Aid Office	35,524		5,739			29,785
12-2550-646000-19405-5220	Mileage/Parking Expenses : Financial Aid Offi	50		44			6
12-2550-646000-19405-5300	Inst Dues & Memberships : Financial Aid Offic	150		150		-	-
12-2550-646000-19405-5940	Reproduction/Printing Expenses : Financial Ai	5,673		19			5,654
12-2550-646000-19405-5950	Software License and Fees : Financial Aid Off	1,166		-			1,166
12-2550-646000-19405-6410	Equipment - All Other > \$1,000 : Financial Ai	41,368		4,966			36,402
12-2550-646000-19405-6419	Equip/Software - >\$200 <\$1,000 : Financial Ai	2,650		472			2,178
12-2550-675000-19405-5210	Conference Expenses : Financial Aid Office	13,800		5,649			8,151
Total Project 2550 Student Fin Aid Admin - BFAP		638,401	638,401	699,565	699,565	197,976	197,976

6.1 (3)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: April 1, 2013
Re: Approval of Sub-Agreements between RSCCD and Los Rios Community College District and Southwestern Community College District	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Youth Entrepreneurship Project grant, No. 12-172-055, by the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, to disseminate funds to support faculty enhancement and expansion of entrepreneurship and career technical education through activities that enhance entrepreneurship courses and programs, combine entrepreneurship and CTE programs, or improve entrepreneurship learning within programs.

ANALYSIS

The Project Director conducted a mini-grant competition for community colleges to propose projects to develop entrepreneurship curriculum and programs at their campuses. Listed below are two of the four colleges that have been selected to implement a Youth Entrepreneurship Project at each of their institutions. The performance period is March 1, 2013 through February 28, 2014 for these sub-agreements.

<u>District/College</u>	<u>Sub-Agreement No.</u>	<u>Amount</u>
Los Rios CCD	DO-13-2602-01	\$50,000
Southwestern CCD	DO-13-2602-04	\$50,000

Project Administrator is Enrique Perez and Project Director is Michael Roessler.

RECOMMENDATION

It is recommended that the Board approve the sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreements on behalf of the district.

Fiscal Impact: \$100,000	Board Date: April 1, 2013
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Los Rios Community College District**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Los Rios Community College District (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Youth Entrepreneurship Program” grant, (hereinafter “**Grant**”), #12-172-055, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to disseminate funds to community colleges for them to implement the “Youth Entrepreneurship Program” (hereinafter “**Program**”), to replace misconceptions of vocational education and blue-collar jobs with increased awareness of and aspirations to self-employment as a legitimate lifetime career path providing reliable living wages.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the 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 **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

Provide Youth Entrepreneurship Program (YEP) services within **SUBCONTRACTOR**’s service territory. The purpose of the YEP is to bring business ownership concepts to youth ages 14-27 while increasing awareness of and aspirations to self-employment as a legitimate career path AND to conduct two regional business plan competitions within their service territory prior to May 1, 2013.

2. Period of Performance

The period of performance for this Agreement shall be from March 1, 2013 through February 28, 2014.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$50,000.

4. Payment and Invoicing

50% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all work plan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting Department
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of all activities related to the Youth Entrepreneurship Program into the CTE Central website.

6. Expenditure of Grant Funds.

SUBCONTRACTOR agrees to comply with all **Grant** requirements and that it is solely responsible for the appropriate expenditure of all **Grant** funds received and for any misappropriation or dis-allowment of **Grant** funds.

7. Independent Contractor

SUBCONTRACTOR 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.

8. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** 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 **SUBCONTRACTOR** pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines. **SUBCONTRACTOR** 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 **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** 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.

9. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

10. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to

allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

11. Mutual Indemnification

Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of 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 of the non-indemnifying party or any of its agents or employees.

- a. Personal injury (including, but not limited to, bodily injury, emotional injury or sickness, or disease) or death to persons, including, but not limited to, any employees.
- b. Penalties threatened, sought or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute.
- c. The failure to comply with the provisions of this Agreement relating to insurance; and,
- d. Any violation or infraction of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupation, health, or safety of employees.

12. Equal Employment Opportunity

RSCCD and LRCCD shall not discriminate on the grounds of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

13. Insurance Requirements,

During the entire term of the Agreement, each party shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall name the other parts as additional insured's.

- a. Minimum Scope of Insurance: Coverage shall be:
 - i. Commercial General Liability, \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage
 - ii. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - iii. Workers Compensation, As required by the Labor Code of the State of California, and Employers Liability Insurance: with limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

- b. **Other Provisions:** if the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of the work performed under this MOU. Any deductibles, self-insured retentions, or changes in these items must be declared to and be approved by the other party. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall be canceled except after thirty (30) days prior written notice has been given to the other party. On request, each party shall furnish copies of any and or all of the required insurance policies to the other party.

14. Termination

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 contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** 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. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

15. Notices

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:

Rancho Santiago Community College District
Enrique Perez
Assistant Vice Chancellor Educational Services
2323 N. Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-6410
perez_enrique@rsccd.edu

Los Rios CCD (Subcontractor)
Brooks Ohlson
1410 Ethan Way
Sacramento, CA 95825
(916)563-3200
ohlsonb@losrios.edu

ARTICLE II

1. Legal Terms and Conditions

Both parties, **RSCCD** and **SUBCONTRACTOR** will implement the project in accordance to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth and incorporated into this Agreement by reference. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the **Grant**. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Los Rios Community College District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: April 1, 2013

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Southwestern Community College District**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Southwestern Community College District (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Youth Entrepreneurship Program” grant, (hereinafter “**Grant**”), #12-172-055, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to disseminate funds to community colleges for them to implement the “Youth Entrepreneurship Program” (hereinafter “**Program**”), to replace misconceptions of vocational education and blue-collar jobs with increased awareness of and aspirations to self-employment as a legitimate lifetime career path providing reliable living wages.

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Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of 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 of the non-indemnifying party or any of its agents or employees.

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Rancho Santiago Community College District
Enrique Perez
Assistant Vice Chancellor Educational Services
2323 N. Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-6410
perez_enrique@rsccd.edu

Southwestern CCD (Subcontractor)
Victor Castillo
900 Otay Lakes Road, Bldg 660
Chula Vista, CA 91910
(619)482-6494
vcastillo@swccd.edu

ARTICLE II

1. Legal Terms and Conditions

Both parties, **RSCCD** and **SUBCONTRACTOR** will implement the project in accordance to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth and incorporated into this Agreement by reference. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the **Grant**. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Southwestern Community College District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Melinda Nish, Ed.D.

Title: Business Operations/Fiscal Services

Title: Superintendent/President

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: April 1, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To: Board of Trustees	Date: April 1, 2013
Re: Review of Implications for Planning	
Action: Information	

BACKGROUND

With the assistance of HMC Architects, the District is developing a Comprehensive Master Plan which will guide the District’s planning activities for the next ten years. The first two chapters of the master plan and the Implications for Planning were reviewed by the Board of Trustees on February 19, 2013.

ANALYSIS

The Implications for Planning were use by the District’s Planning and Organizational Effectiveness Committee to develop draft goals for the next ten years. Those goals are presented for adoption in docket item 6.4. The Implications for Planning are presented here for information.

RECOMMENDATION

This material is presented to the board as information.

Fiscal Impact: None	Board Date: April 1, 2013
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

Summary of the Implications for Planning

This profile of the RSCCCD community and its students highlights many benefits and successes including the following:

- A headcount of 27,910 credit students and 16,222 non-credit students in fall 2012.
- A service area population that is projected to grow by 6% in the coming decade.
- A need for the educational opportunities offered by colleges given the low level of adults' educational attainment within RSCCCD boundaries.
- Strong community outreach through a diverse range of noncredit programs.
- A youthful student population with the majority of students aged 29 or younger.
- Improving rates of students transferring to four-year institutions.
- High ranking of satisfaction with the colleges in surveys of credit students, non-credit students, and community members.

Five primary challenges for California community colleges are identified in Chapter 1 of this document. Based on data from internal and external scans presented in this chapter, those challenges are also RSCCCD's challenges in the coming decade.

1. Increase in Student Demand: How can RSCCCD serve a greater number of students?

RSCCCD's population is projected to grow by 6% by 2020. RSCCCD reduced the number of both credit and non-credit offerings in response to state-imposed workload reductions. But this reduction is contrary to the reality that the communities served by RSCCCD are continuing to grow in population. This population growth is especially challenging because the two cities projected to experience the greatest amount of population growth (Anaheim and Santa Ana) are the cities with the lowest median household income and the lowest levels of educational attainment for adult residents. These demographic trends are important factors to consider in RSCCCD planning for the credit and non-credit programs.

In addition to an increase in population with RSCCCD, the Great Recession has created an increase in student demand in two ways. First, adults are seeking career training to enhance their employment opportunities. Second, the state's universities have reduced the number of students in their freshman classes.

2. Emphasis on Degree and Certificate Completion: How can RSCCCD support student completion of degrees and certificates?

Economists project that approximately 60% of tomorrow's jobs will require postsecondary education. An educated workforce is needed to meet those demands and to help return the state and nation to economic stability. Although current rate of degree and certificate completion at RSCCCD is similar to other California community colleges, this rate is insufficient to meet the projected workforce needs.

Consequently, at the national level, President Obama set a target for each community college to triple the number of degrees and certificates awarded by 2020 and, at the state level, the

Governor proposed in January 2013 that a plan be developed to base apportionment funding on degree and certificate completion rather than student enrollment at census. Completion of degrees and certificates is a unique challenge within RSCCD because:

- About half of the residents who live within RSCCD boundaries do not speak English at home,
- The relatively low level of educational attainment of the residents who live within RSCCD boundaries make it less likely that there is at-home support for the pursuit of degree completion, and

3. California Achievement Gap: How can RSCCD support all students' success?

A recent statewide study provided evidence that among the African-American and Latino students who attend community colleges, proportionately fewer African-American and Latino students (26% and 22% respectively) completed a degree or certificate within six years compared to white and Asian Pacific Islanders (37% and 35% respectively). Proportionately, twice as many White students transfer to a four-year university than Latino students.

The race/ethnicity pattern in RSCCD's student population is a close approximation of the race/ethnicity of the population within RSCCD cities. In fall 2010, the slight differences are: a higher proportion of both Asian and Hispanic residents in the community compared to the student population (Asian: 17% versus 13%; Hispanic: 55% versus 54%) and a slightly lower proportion of both White and "Other" residents in the community compared to the student population (White: 24% versus 27%; Other: 2% versus 4%). Given these patterns of race/ethnicity distribution in the community and the student population, in RSCCD the achievement gap challenge is indistinguishable from the challenge to increase degree and certificate completion.

4. Adult Education Challenge: How can RSCCD meet the community's needs for adult education?

A December 2012 report from the Legislative Analyst's Office calls for a restructuring of adult education programs statewide. Although the implications of this restructuring for RSCCD's continuing education programs are unknown at this early stage, changes in policy and/or regulations are likely. Support for adult education is evident in the Governor's January 2013 budget proposal to establish a block grant of \$300 million to support adult education programs in community colleges.

RSCCD serves almost 16,000 students each semester, making it one of the largest adult education programs in California. The largest programs are English as a Second Language and vocational education. Given the educational attainment levels of the majority of the residents in the two largest cities in the district, the need for a program of continuing education for adult learners will remain high. However, state funding for non-credit programs is uncertain. (*Note: this section will be revised after the budget is approved.*)

5. Fiscal Challenge: How can RSCCD meet the increasing and wide-ranging needs of its community with reduced levels of state funding?

California community colleges have experienced five years of decline in state apportionment and funding for categorical programs, resulting in an overall decrease of 12% in the state funding for RSCCD. Although the Governor's 2013 budget proposal includes a 5% increase in state apportionment for community colleges, there will be no restoration of the funding that has been lost over the past five years.

If the state's budget remains solvent, the recovery in the level of state apportionment is likely to continue. Despite that recovery, the survival of state-supported systems, such as community college districts, is contingent on their ability to develop and implement sustainable cost-saving practices and to base fiscal decisions on data-driven planning.

The specific fiscal challenges for RSCCD are how to:

- Provide sufficient resources to maintain viable programs and services
- Acquire and retain qualified faculty and staff
- Maintain and develop adequate facilities
- Acquire and maintain appropriate technology

DRAFT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To:	Board of Trustees	Date: April 1, 2013
Re:	Adoption of RSCCD Goals	
Action:	Request for Approval	

BACKGROUND

With the assistance of HMC Architects, the District is developing a Comprehensive Master Plan which will guide the District's planning activities for the next ten years. The first two chapters of the master plan and the Implications for Planning were reviewed by the Board of Trustees on February 19, 2013.

ANALYSIS

The draft RSCCD Goals were developed by the District's Planning and Organizational Effectiveness Committee, the Chancellor's Cabinet and the District Council. The attached draft was approved by District Council on March 11, 2013 and has been reviewed at the colleges since that date. Comments and suggestions received during the last two weeks have been reviewed by the District's Planning and Organizational Effectiveness Committee. The District Council will review these comments and the final draft prior to the Board meeting on April 1st. Any recommended changes to the attached draft will be distributed at the Board meeting.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the Rancho Santiago Community College 2013 – 2023 Goals.

Fiscal Impact: None	Board Date: April 1, 2013
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RSCCD Comprehensive Master Plan 2013 – 2023
RSCCD Goals**

RSCCD Goal 1

RSCCD will assess the educational needs of the communities served by RSCCD and will adjust instructional programs, offerings, and support services and will allocate resources as needed to optimize the alignment of students' needs with services and fiscal resources.

RSCCD Goal 2

RSCCD will assess the educational needs of the communities served by RSCCD and then pursue partnerships with educational institutions, public agencies, non-profit organizations, and business/industry to collaboratively meet those needs.

RSCCD Goal 3

RSCCD will annually improve the rates of course completion and completion of requirements for transfer, degrees, certificates, and diplomas.

RSCCD Goal 4

RSCCD will support innovations and initiatives that result in quantifiable improvement in student access, preparedness, and success.

RSCCD Goal 5

RSCCD will use a cycle of integrated planning that will demonstrate the effective use of resources.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: April 1, 2013
Re: Approval to Negotiate a Project Labor Agreement	
Action: Request for Approval	

BACKGROUND

After the successful passage of Measure Q for the Santa Ana School Facilities Improvement District in November of 2012, the District would like to move the planned Measure Q renovation, modernization, and construction projects forward in the most expeditious and effective manner. To achieve that goal, the Board Facilities Committee is recommending that the Chancellor be given the authority to negotiate a Project Labor Agreement (PLA) with the Los Angeles/Orange County Building Trades Council.

The purpose of the PLA will be to coordinate and standardize the various contracts and agreements, covering terms and conditions and other items, with the labor and trade unions involved in Measure Q projects. The benefits to the District will be to: create job stability by providing a sufficient supply of skilled craft persons; promote the timely completion of projects by guaranteeing no strikes, no lockouts, and no work slowdowns or stoppages; and, ensure project cooperation and harmony by instituting binding and cost effective dispute resolution procedures. The community will benefit from the PLA because it provides preference to both local workers who live within the District boundaries and those who live outside the District boundaries, but within Orange County. It also creates opportunities for local small businesses to participate in Measure Q projects.

ANALYSIS

This action authorizes the Chancellor to negotiate a PLA using the attached model PLA prepared by legal counsel to the District. When an agreement is reached on a PLA, then that agreement will be presented to the Board for review and approval.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor to negotiate a Project Labor Agreement with the Los Angeles/Orange County Building Trades Council.

Fiscal Impact:	N/A	Board Date:	April 1, 2013
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROJECT LABOR AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY MEASURE Q**

Effective Date: _____

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROJECT LABOR AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY MEASURE Q**

This Project Labor Agreement (hereinafter, "PLA") is entered into this ____ day of _____, 2013, by and between the Rancho Santiago Community College District, its successors or assigns, (hereinafter "District") and the Los Angeles-Orange County Building and Construction Trades Council (hereinafter "Council"), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the "Union" or "Unions"). The District, Council and Unions are herein collectively referred to as the "Parties" and individually as a "Party."

ARTICLE 1

RECITALS

WHEREAS, the District undertakes and anticipates undertaking large expenditures of Measure Q Funds for the demolition, construction, alteration, repair and maintenance of District properties; and

WHEREAS, the District desires of assuring the completion of the construction projects and the related facilities in a professional, confident, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of the District's Measure Q Projects is of the utmost importance to the general public and the District; and

WHEREAS, the Parties have pledged their full good faith and trust to work towards a mutually satisfactory completion of the Measure Q Projects; and

WHEREAS large numbers of workers of various skills will be required in the performance of the construction work on the Measure Q Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple Contractors and bargaining units on the job site, at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours and working conditions for the workers employed on Measure Q Projects, a satisfactory, continuous and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of said Measure Q Projects; and

WHEREAS, the Parties believe that this PLA provides the District with the opportunity

to establish a partnership with the local construction labor community respecting the District's Measure Q Projects, the benefits of which are expected to be: project cost containment, the efficient and economical completion of projects to secure optimum productivity, a boost to the economy by generating local construction jobs and related jobs, partnering with responsible companies and contractors, and providing for the peaceful settlement of labor disputes and grievances without work interruptions such as strikes, slowdowns or lockouts, thereby promoting the public interest in assuring the timely and economical completion of projects contracted under the PLA; and

WHEREAS, the Parties believe it is desirable that this PLA apply to contracts for capital improvement work respecting Measure Q Projects awarded after the Effective Date to the extent said contracts exceed three million dollars (\$3,000,000), as set forth in Section 2.2, and are paid for, in whole or in part, with Measure Q Funds (hereinafter, "Covered Contracts");

WHEREAS, it is understood by the Parties to this PLA that if this PLA is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this PLA, directly or through the Letter of Assent ("Attachment A"), and to require each of its Subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this PLA in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District; and

WHEREAS, it is further understood that the District shall actively administer and enforce the obligations of this PLA to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and craft persons working under it, and the ratepayers, residents and students of the District. The District shall, therefore, designate a "Project Labor Coordinator," either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this PLA; assist, as the authorized representative of the District, in the development and implementation of the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA; and to otherwise implement and administer the PLA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

The above Recitals are a part of the terms of the PLA and are incorporated herein by reference.

ARTICLE 2

DEFINITIONS

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below. To the extent of any conflict between the definition of a term in this Article and the meaning ascribed to said term in the Recital paragraphs hereof, the definition of said term in this Article shall prevail.

Section 2.1 The term "Contractor" as used in this PLA includes any Contractor to whom

the District awards a construction contract for Project Work, and also to Subcontractors of whatever tier utilized by such Contractors for Project Work. The term "Contractor" includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent Contractor has entered into a contract with the District with respect to the Project Work, or with another Contractor as a Subcontractor for Project Work.

Section 2.2 "Covered Contract" means a contract (and related subcontracts) for capital improvement work respecting a Measure Q Project awarded during the term of this PLA to the extent that said contract exceeds three million dollars (\$3,000,000), and is paid for, in whole or in part, with Measure Q Funds.

Section 2.3 "Covered Project or Project Work" means a Project that is the subject of a Covered Contract.

Section 2.4 "Union" or "Unions" means any labor organization signatory to this PLA acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers, executed this Agreement.

Section 2.5 The term "Responsible Contractor" as used in this PLA shall be defined as one that has a record of complying with federal, state and local government requirements for the determination of workplace wages, hours and conditions, including prevailing wages, apprenticeship, safety, workers' compensation, and Contractor licensing.

Section 2.6 The term "Small Business Enterprise" as used in this PLA shall be defined in the same manner as a small business enterprise under California state guidelines and has its primary place of business in Orange County.

Section 2.7 The term "Apprenticeship Program" as used in this PLA shall be defined as an apprenticeship program certified by the State of California.

ARTICLE 3

INTENT AND PURPOSE

Section 3.1 Background. The District's construction and major rehabilitation projects funded by Measure Q will affect school buildings and offices that are owned, leased or controlled by the District. The goal is to provide construction and major rehabilitation of the District's facilities so as to provide sufficient facilities and technologies to properly educate the students. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craft persons, and the elimination of disruptions or interference with Project Work, adopts this PLA in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District's goal that the Project Work be completed on time and within budget.

Section 3.2 Identification and Retention of Skilled Labor and Employment of District Residents. The vast amount of school construction, substantial rehabilitation, and capital improvement work scheduled to be performed pursuant to Measure Q will require large numbers

of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this PLA to use the opportunities provided by the extensive amount of work to be covered by this PLA to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the PLA), the interest and involvement of District residents in the construction industry, such as assisting residents in entering the construction trades, and through utilization of the apprenticeship programs, providing training opportunities for those residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, the Unions and their affiliated regional and national organizations, will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 3.3 Encouragement of Small Business Enterprise. The Project Work will provide many opportunities for Small Business Enterprises to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for this purpose, to encourage and assist the participation of Small Business Enterprises in Project Work. Specifically, all Parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of local small businesses on the Project. Each Party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on projects of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project Work through the referral programs sponsored and/or supported by the Parties to this PLA. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such Small Business Enterprises and residents of the District.

Section 3.4 Project Cooperation. The Parties recognize that the construction to take place under this PLA involves unique and special circumstances which dictate the need for the Parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the District and the students of the District. The Parties therefore agree that maximum cooperation among all Parties involved is required; and that with construction work of this magnitude, with multiple Contractors and crafts performing work on multiple sites over an extended period of time, it is essential that all Parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work.

Section 3.5 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management, peace and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and

procedures, the Unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lockout.

Section 3.6 Binding PLA on Parties and Inclusion of District Residents and Businesses. By executing this PLA, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this PLA, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

ARTICLE 4

SCOPE OF THE AGREEMENT

Section 4.1 General. This PLA shall apply to all construction, rehabilitation and capital improvement work as described in Section 4.2 of this Article, performed by those Contractor(s) of whatever tier, where such work is funded in whole or in part by Measure Q Funds. Notwithstanding the foregoing: (i) each Covered Contract shall be awarded in accordance with the applicable provisions of California's Public Contract Code, (ii) the District has the absolute right to award Covered Contracts to the lowest responsible and responsive bidder, and (iii) the District has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) for work on Measure Q Projects.

Section 4.2 Specific. The Covered Projects are defined and limited to:

(a) To the maximum extent allowed by law, all construction, major rehabilitation and renovation work awarded to prime general contractors, the total of which exceeds three million dollars (\$3,000,000); and [Alternate language to cover identified Projects listed in Appendix A.]

(b) To the maximum extent allowed by law, all construction , major rehabilitation and renovation work awarded pursuant to prime multi-trade construction contracts the total of which exceeds three million dollars (\$3,000,000); and

(c) It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of the Project under this PLA which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered. It is also understood that the threshold amounts in subsections (a) and (b) will be determined by the engineer's estimate prior to the submittal of the individual Project to the Division of State Architect ("DSA").

Section 4.3 Exclusions. Items specifically excluded from the Scope of this PLA include the following:

(a) The PLA shall be limited to Covered Work, undertaken pursuant to Covered Contracts which are awarded by the District on or after the Effective Date, and is not intended to, and shall not govern, any construction contracts entered into prior to the Effective Date of this PLA, or after the expiration or termination of the PLA. In addition, in the event the District does not receive bona fide bids on otherwise Covered Work on or and before the deadline for receiving such bids from at least three (3) Responsible Contractors and the lowest responsive and

responsible bid on a Covered Project is in excess of ten percent (10%) of the engineer's estimate, the District reserves the right to reject all bids and re-advertise the Project with or without the application of this PLA; and

(b) This PLA is not intended to, and shall not affect or govern the award of contracts by the District, which are outside the approved scope of a Covered Project. Determination by the District respecting the intended scope of a Covered Project shall be final and binding on all Parties; and

(c) Work of non-manual employees, including but not limited to: superintendents, supervisors, staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees; and

(d) Equipment and machinery owned or controlled and operated by the District; and

(e) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between locations on a Project site are within the scope of this PLA; and

(f) All employees of the District, Project Labor Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this PLA; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (Inspectors) are a covered craft under the PLA (This inclusion applies to the scope of work defined in the State of California Wage Determination for said craft). Every Inspector performing under the Wage classification of Building/Construction Inspector and Filed Soils Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the PLA). Nothing in this section will be construed to include Department of State Architects-certified inspectors as included under the scope of this PLA; and

(g) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities, or their contractors, and/or by the District or its contractors (for work for which is not within the scope of this PLA); and

(h) Off-site maintenance of leased equipment and on-site supervision of such work; and

(i) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranties or guaranty; and

(j) Non-construction support services contracted by the District, Project Labor

Coordinator, or Contractor in connection with this Project; and

- (k) Laboratory work for testing.

Section 4.4 Awarding of Contracts.

(a) The District has the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union Parties, provided only that such Contractor is willing, ready and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.

(b) It is agreed that all Contractors and Subcontractors of whatever tier, who have been awarded contracts for Covered Work by this PLA, shall be required to accept and be bound by the terms and conditions of this PLA, and shall evidence their acceptance by the execution of the PLA or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No Contractor or Subcontractor shall commence Project Work without first providing a copy of the PLA or Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or Subcontractor), whichever occurs later.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all Covered Projects.

Section 4.5 Coverage Exception. The Parties agree and understand that this PLA shall not apply to any work that would otherwise be covered Project Work except when a governmental agency or granting authority partially or fully funding such work determines that it will not fund if such Project Work is covered by this PLA; or a law regulation, proposition or measure prohibits such coverage or the use by the District, or for its benefit, of particular funds if such coverage exists. The District agrees that it will make every effort to establish the enforcement of this PLA with any governmental agency or granting authority.

Section 4.6 Schedule A's.

(a) The provisions of this PLA, including the Schedule A's, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time consistent with Section 23.3, and which are incorporated herein by reference) shall apply to the work covered by this PLA, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Schedule A, the provisions of this PLA shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this PLA, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this PLA and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be

resolved under the procedures established in Article 12.

(b) It is understood that this PLA, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this PLA (provided, however, that the Contractor may be required to sign an uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its Subcontractors sign the documents with the appropriate Union prior to the Subcontractor beginning Project Work.

Section 4.7 The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This PLA shall not apply to any work of any Contractor other than that on Project Work specifically covered by this PLA.

Section 4.8 Binding Signatories Only. This PLA and Letter of Assent shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 4.9 Other District Work. This PLA shall be limited to the construction work within the Scope of this PLA including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 4.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this PLA, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 4.10 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the District or Project Labor Coordinator and/or any Contractor.

Section 4.11 Completed Project Work. As areas of Covered Work are accepted by the District, this PLA shall have no further force or affect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

ARTICLE 5

UNION RECOGNITION AND EMPLOYMENT

Section 5.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

Section 5.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 5.6 and 6.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Schedule A; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

Section 5.3 Referral Procedures.

(a) For signatory Unions having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of Small Business Enterprises on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the District, to identify and refer competent craft persons as needed for Project Work, and to identify individuals, particularly residents of the District, for entrance into apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

Section 5.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union status, sex,

sexual orientation, marital status, political affiliation, or membership in a labor organization, or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of Small Business Enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA which may appear to interfere with a Small Business Enterprises successfully bidding for work within the scope of this PLA shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of Small Business Enterprises as direct contractors or suppliers on Covered Work.

Section 5.5 Employment of District Residents.

(a) In recognition of the District's mission to serve the District and its residents, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, residents of the District shall be first referred for Project Work, including journeyman, apprentice, or other positions which may be established under a Schedule A and covered by the applicable prevailing wage for utilization on Project Work. It is the Parties goal that 80% of the positions for Project Work for a particular Contractor (including the Contractor's "core employees") by craft, have been filled with residents of Orange County of which fifty percent (50%) should be residents within the District; provided, however, that in circumstances determined by the District, the Project Labor Coordinator shall furnish a Contractor and the affected Union(s) with a designated list of zip codes for which employment preference shall be given in lieu of general District residency, of a minimum of forty percent (40%) of such Contractor's work force, by craft, where available). To facilitate the dispatch of local residents all Contractors will be required to utilize the Craft Employee Request Form for Covered Projects, a sample of which is attached as Attachment B.

(b) Only if:

(1) eighty percent (80%) percent of the positions for any one Contractor, by individual craft, are filled by residents of Orange County of which fifty percent (50%) should be residents within the District (or forty percent (40%) in the case of zip-coded referral); or

(2) such individuals are not available, may others be referred to Contractor for Project Work.

(c) The Project Labor Coordinator shall work with the Unions and Contractors in the administration of this local residency goal; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Project Labor Coordinator on a guaranteed basis that such goals have been pursued. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Contractors shall require their "core work force" and any other persons employed other than through the Union referral process, to register with the appropriate hiring hall, if any.

Section 5.6 Core Employees. Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory,

(a) All Contractors, including Subcontractors, may employ, as needed, up to three (3)

members of Contractor's core work force on Project Work. Once a maximum of three (3) core employees are employed, all further employees shall be employed pursuant to the dispatch provisions of this Article.

(b) The core work force is comprised of those employees:

(1) whose names appeared on the Contractor's active payroll for at least thirty (30) of the last one-hundred eighty (180) working days before award of the Project Work to the Contractor; and

(2) who possess any license required by state or federal law for the Project Work to be performed; and

(3) who have the ability to safely perform the basic functions of the applicable trade; and

(4) who are residents of the District or County on the effective date of this PLA, or have been residents of the District or County for one-hundred eighty (180) days prior to the award of Project Work to the Contractor.

(c) If there are any questions regarding a core employee's eligibility under this provision, the Project Labor Coordinator, at the Council's request, shall obtain appropriate proof of such from the Contractor. For proof of employment eligibility, quarterly tax records or payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized; and for residency, adequate proof thereof through drivers license, voter registration, postal address, or other official acknowledgements.

Section 5.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including residency standards) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may employ core employees without reference to the ratio requirements in Section 5.6 or use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 5.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 5.3 above, the Contractors shall give the union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 5.7.

Section 5.9 Union Membership. No employee covered by this PLA shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this PLA. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable

monthly working dues.

Section 5.10 Individual Seniority. Except as provided in Article 6, Section 6.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Schedule A as of the Effective Date of this PLA shall be recognized for purposes of layoffs.

Section 5.11 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

ARTICLE 6

UNION ACCESS AND STEWARDS

Section 6.1 Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 6.2 Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, Subcontractor(s), and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 6.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary

discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 6.4 Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this PLA, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a party to this PLA.

ARTICLE 7

WAGES AND BENEFITS

Section 7.1 Wages. All employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate in accordance with the California Labor Code. If the prevailing wage laws are repealed during the term of this PLA, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this PLA.

Section 7.2 Benefits.

(a) Contractors shall pay contributions for all employees except bona fide core employees as defined on section 5.6 to the established employee benefit funds in the amounts designated in the appropriate Schedule A; and make all employee - authorized deductions in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination.

(b) Unless otherwise required by law, Contractors do not have to pay the fringe benefit contribution designated in the Schedule A on the core work force and may utilize their own fringe benefits or otherwise comply with the applicable prevailing wage requirement. Contractors may only take credit against the prevailing wage for its core work force in accordance with the Prevailing Wage Statute and the difference between the hourly cost, if any, of the fringe benefit provided and the hourly cost of the applicable fringe benefit portion of the wage determination must be paid to the worker as wages. Benefits designated in the Schedule A will be paid on all employees dispatched by the Union.

(c) Where applicable, the Contractor adopts and agrees to be bound by the written

terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(d) Each Contractor and Subcontractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) or fringe benefit programs prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor or Subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 7.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, shift premiums, hazard pay, scaffold pay and special skills shall not be applicable to work under this PLA, except to the extent provided for in any applicable prevailing wage determination.

Section 7.4 Compliance with Prevailing Wage Laws. The Parties agree that the Project Labor Coordinator shall monitor the compliance by all Contractors and Subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to PLA coverage in Section 4.2. All complaints regarding possible prevailing wage violations shall be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the State Labor Commissioner.

ARTICLE 8

WORK STOPPAGES AND LOCKOUTS

Section 8.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or Contractors or Subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a material violation of this PLA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 8.2 Employee Violations. The Contractor may discharge any employee

violating Section 8.1 above and any such employee will not be eligible for rehire under this PLA.

Section 8.3 Standing to Enforce. The District, the Project Labor Coordinator, or any Contractor affected by an alleged violation of Section 8.1 shall have standing and the right to enforce the obligations established therein.

Section 8.4 Expiration of Schedule A's. If a collective bargaining agreement between a Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified collective bargaining agreement, the Unions agree that they will not strike the Contractor on any Covered Project and the Union and the Contractor agree that the expired collective bargaining agreement will continue in full force and effect for the Covered Work under the agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. If the new or modified collective bargaining agreement reached between the Union and the Contractor provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this PLA and the Prevailing Wage Statute, with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at no cost to the District. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of a Schedule A agreement. Should a Contractor engaged in Project Work enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for Schedule A, such interim agreement shall be utilized by that Contractor for Project Work, subject to the provisions of Section 23.3.

Section 8.5 No Lock-Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this PLA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this PLA, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 8.6 Best Efforts To End Violations.

(a) If a Contractor contends that there is any violation of Section 10.3 or the provisions of Section 23.3, it shall notify, in writing, the Council of the involved Union(s) and the Project Labor Coordinator. The Council and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the PLA, at least twenty-four (24) hours prior to invoking the procedures of Section 8.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 8.7 Expedited Enforcement Procedure. Any party, including the District, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 8.1 or 8.5, above, or Section 10.3, or Section 23.3, is alleged.

(a) The party invoking this procedure shall notify _____, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 8.6, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 8.1 or 8.5, above, of Section 10.3, or Section 23.3, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in Section 8.8 below which issue is reserved for court proceedings, if any). The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 8.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this PLA (for a Union), as shown on their business contract for work under this PLA (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent Party or Parties.

Section 8.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 8.7 above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to the District, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 8.7 above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) and each shall pay an additional sum per shift, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed.

(c) The Parties agree that project delays caused by violations of this Article will cause the District to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of either of these provisions, the party in breach shall pay to the District the sum of not less than \$10,000.00 and no more than \$20,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the project is again on construction schedule. The payment, when made, shall constitute a damages remedy of the District for the delay specified, but shall not prevent the District from seeking an injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the District pursuant to sections 1671, 1676 and 1677 of the California Civil Code.

ARTICLE 9

RIGHTS OF DISTRICT UPON BREACH

Section 9.1 Breach of PLA. In the event the Union(s) or Council is found by the District to have committed a breach of this PLA, including without limitation, Articles 6, 8 and 10, the District shall have the right, in addition to any other rights the District may have under this PLA in law or equity, immediately and unilaterally, to terminate this PLA effective upon delivery of written notification to the other party. In such event, the PLA shall terminate as to any or all Covered Projects, in the District's sole and absolute discretion, notwithstanding that a Covered Project or Projects may then already be in progress.

ARTICLE 10

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 10.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan, or other acceptable arrangement between the Parties

Section 10.2 Resolution of Jurisdictional Disputes. In the event of a jurisdictional dispute between any Unions subject to the Plan, it is agreed that the dispute shall be resolved through the implementation of the following procedures:

All jurisdictional disputes on this Project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Unions. Decisions rendered shall be final and binding and conclusive.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 8 (Work Stoppages and Lock-outs), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 10.3 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, it may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 10.4 Pre-job Conference. In order to avoid jurisdictional disputes, it is required that a pre-job conference be held prior to the start of work by the Contractor for the Covered Project covered by this PLA. The Subcontractors and Owner Operators will be advised in advance of such conferences and may participate if they wish. The purpose of the conference will be to, among other things, determine craft and manpower needs, schedule of work for the Contract and Project Work rules/owner rules.

ARTICLE 11

MANAGEMENT RIGHTS

Section 11.1 Contractor and District Rights. The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work; and
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend or discipline their own employees for just cause; and
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 11.2 Specific District Rights. In addition to the following and other rights of the District enumerated in this PLA, the District expressly reserves its management rights and all the rights conferred on it by law and contract. The District's rights (and those of the Project Labor Coordinator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location or in order to accommodate the instructional programs at various Project sites where school may be in session during periods of construction activity; and
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the Covered Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in

its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section); and

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles 10 and 12.

Section 11.3 Use of Materials. There should be no limitations or restrictions by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 11.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 12.

Section 11.5 No Less Favorable Treatment. The Parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

ARTICLE 12

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 12.1 Cooperation and Harmony on Site.

(a) This PLA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete the construction of the Project Work economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 8 or 10.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 8 and 10, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal Parties to any pending grievance to insure the time limits and deadlines are met.

Section 12.2 Processing Grievances. Any questions arising out of and during the term of this PLA involving its interpretation and application, which includes applicable provisions of the Schedule A's, but not jurisdictional disputes or alleged violations of Section 8.1 and 8.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. (a) Employee Grievances. When any employee subject to the provisions of this PLA feels aggrieved by an alleged violation of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A grievance should be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the Parties directly involved.

(b) Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after

the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3.

(a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor party may request in writing to the Project Labor Coordinator (with copy(ies) to the other Party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) David Hart; (2) John Kagel; (3) Mike Rappaport; (4) Louis Zigman; (5) Michael Prihar; and (6) Fred Herowitz. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this PLA.

Section 12.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 8 or 10, with a single exception that any employee discharged for violation of Section 8.2, or Article 10, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 12.4 Notice. The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this PLA), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 13

REGULATORY COMPLIANCE

Section 13.1 Compliance with All Laws. The Council and all Unions, Contractors, Subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Project Labor Coordinator or the Contractor.

Employees must promptly report any injuries or accidents to a supervisor.

Section 13.2 Monitoring Compliance. The Parties agree that the District shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by all Contractors and Subcontractors with all federal and state laws and regulations that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Project Labor Coordinator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 13.3 Prevailing Wage Compliance. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who on its own, or with the assistance of the District's Labor Compliance Program, shall process, investigate and resolve such complaints, consistent with Section 7.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 13.4 Violations of Law. Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its Subcontractors is in such violation, the District, in the absence of the Contractor or Subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work.

ARTICLE 14

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 14.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the District, the Project Labor Coordinator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Project Labor Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

(c) The Project Labor Coordinator may, at the request of the District, establish and implement, after negotiation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post-accident testing to the extent permitted by federal and state law. Should the Project Labor Coordinator approve an

established program to which signatory Union(s) are currently a party, it shall become the project-wide substance abuse testing program, after consultation with the Unions. Until there is such a project-wide substance abuse testing procedure negotiated and/or otherwise adopted by the Project Labor Coordinator, the Parties agree that the Laborers/Management Memorandum of Understanding ("MOU") on Drug Abuse Prevention and Detection negotiated with the various General Contractors Association and the Basic Trades Unions (titled Memorandum of Understanding testing policy for drug abuse; International Union of Operating Engineers Local Union 12; revised June 2009 as shown in Attachment ___) shall be utilized under this PLA.

Section 14.2 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE 15

TRAVEL AND SUBSISTENCE

Section 15.1 Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the Schedule A(s) existing on the Effective Date of this PLA, and upon presentation of proof of any expense incurred.

ARTICLE 16

APPRENTICES

Section 16.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program funded by Measure Q. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist local residents to commence and progress in Apprenticeship and/or training programs in the construction industry leading to participation in such Apprenticeship Programs. The District, the Project Labor Coordinator, other District consultants, the Contractors and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs. Apprentices, if utilized, must be enrolled in a California Apprenticeship Council approved apprenticeship program.

Section 16.2 Use of Apprentices.

(a) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to

utilization of apprentices. The District, unless otherwise required by law, shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs and Contractors to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons. Contractor may utilize an apprentice registered and indentured in a unilateral apprenticeship program if the apprentice otherwise meets the requirements of a core work force as set forth in Section 5.6. In the event the Union or Apprenticeship Program is unable or unwilling to dispatch an apprentice within the time frame of this PLA or by law, Contractor may employ its core employee apprentices without reference to the ratio requirements in Section 5.6.

(b) The Parties agree that all Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of apprentices.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this PLA unless there is a journeyman or other Contractor employee working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

Section 16.3 Joint Subcommittee on Training and Apprenticeship. To carry out the intent and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article 19 shall be established, jointly chaired by a designee of the District and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of Apprenticeship Programs, and to work with representatives of each apprenticeship committee and representatives of the District's technical schools to establish appropriate criteria for recognition by such Apprenticeship Programs of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in the Apprenticeship Programs. The Joint Subcommittee will cooperate with and assist the District's Training and Educational Program to facilitate their entrance into the apprenticeship programs. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors (or organization to which the Contractors belong) signatory to this PLA and experienced in overseeing and participating in Apprenticeship Programs.

ARTICLE 17

LEGAL COST SHARING

Section 17.1 Legal Cost Sharing Agreement. The District and Council on behalf of the Unions will share equally any legal costs (including all attorneys fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the District of this PLA, and related to claims directly challenging the legality of this PLA, or a particular section or language that has been adopted herein. This obligation shall not apply to questions that arise from a contractual dispute or grievance arising under the terms and conditions of this PLA, except to the extent such a contractual dispute or grievance challenges

the legality of this PLA, or a particular section or language herein. Promptly upon receipt of written notice of the filing of any action challenging the legality of this PLA, the District shall provide the Unions, through the Council, with written notice of the claim as well as any information and/or documents relevant thereto. If a claim is filed which directly challenges the legality of this PLA, the District shall coordinate with the Council's respective legal counsel in the handling of such a claim. Thereafter, the District shall meet and confer with the Council in regard to the fees and costs involved with defending against such a claim, along with the assigned tasks to be performed by respective legal counsel. This process shall be subject to the expedited arbitration, under Section 8.7 of this PLA.

ARTICLE 18

PRE-JOB CONFERENCE

Section 18.1 Work Assignments. Consistent with Section 10.4, all work assignments should be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Project Labor Coordinator at least two weeks before starting work under this PLA, and the Project Labor Coordinator shall coordinate the scheduling of a pre-job conference with the Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article 10, the Project Labor Coordinator shall be promptly notified. At the pre-job conference, the Project Labor Coordinator shall review the District's employment and contracting programs and goals with the participants.

ARTICLE 19

LABOR/MANAGEMENT AND COOPERATION

Section 19.1 Joint Committee. The Parties to this PLA will form a joint committee consisting of representatives selected by the Council and the Project Labor Coordinator, to be chaired jointly by a representative of the Project Labor Coordinator and the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management Parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request.

Section 19.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the PLA, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this PLA. Substantive grievances or disputes arising under Articles 8, 10 or 12 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified

of the meetings and invited to send a representative(s) to participate.

The Project Labor Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project work and estimated number of craft workers needed. The Committee, or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 19.3 Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this PLA.

ARTICLE 20

SAVINGS AND SEPARABILITY

Section 20.1 Savings Clause. It is not the intention of the District, the Project Labor Coordinator, Contractor or the Union Parties to violate any laws governing the subject matter of this PLA. The Parties hereto agree that in the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this PLA. Further, the Parties agree that if and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive affect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this PLA, then the Parties agree that all Project Work that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 20.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project.

ARTICLE 21

WAIVER

Section 21.1 Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any

such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 22

AMENDMENTS

Section 22.1 The provisions of this PLA can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

ARTICLE 23

DURATION OF THE PLA

Section 23.1 Duration. This PLA shall be effective _____, 2013 for purposes of Project Work funded under Measure Q and advertised for bid ninety (90) days thereafter (“Effective Date”) and shall be subject to renewal by the parties 5 years after the Effective Date (provided, however, it shall continue in effect for all work awarded prior to such termination date until the completion of such Project Work). The Parties agree to discuss extensions or modifications of this PLA based on the District’s determination as to whether the PLA achieves its intent.

Section 23.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor.

Section 23.3 Continuation of Schedule A’s. Schedule A's incorporated as part of this PLA shall continue in full force and effect, as previously stated, until the Contractor and Union Parties to the collective bargaining agreement(s), which are the basis for such Schedule A's, notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this PLA

if such provisions are less favorable to the Contractor under the PLA than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this PLA. Any disagreement between the Parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the local collective bargaining agreement which is the basis for a Schedule A shall be resolved under the procedures established in Article 12.

Section 23.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the District saying that no work remains within the scope of the PLA.

ARTICLE 24

WORK OPPORTUNITIES PROGRAM

Section 24.1 Work Opportunity Programs. The Parties to this PLA support the development of increased numbers of skilled construction workers from among residents of the District and Orange County to meet the labor needs of covered projects specifically and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for District residents, the primary goals of which shall be to maximize (1) construction work opportunities for County and District residents, and (2) business opportunities for traditionally underrepresented members of the community, minority and women-owned business, and disabled veteran-owned businesses in the construction industry, the latter goal being consistent with the Government Code requirement that public agencies promote and encourage the use of these organization on public projects. In furtherance of the foregoing, the Unions specifically agree to:

(a) Establish a pre-apprenticeship program for District residents, including students, whereby residents will be trained in a pre-apprenticeship skill to enable them to gain employment/training within the signatory Unions; and

(b) Encourage the referral and utilization, the extent permitted by law and hiring hall practices, of qualified District residents as journeymen, apprentices and trainees on Covered Projects and entrance into such qualified apprenticeship and training programs as may be operating by signatory Unions; and

(c) The Unions will cooperate with the community representatives to include those from traditionally underrepresented segments of the community, whose task is to achieve the inclusion of historically disadvantaged business and individuals in the construction and employment opportunities created by this Project; and

(d) The Unions will provide accurate data to the committee pertaining to their level of economic support provided to meet these goals, numbers of minorities and traditionally disadvantaged businesses and individuals employed on the Project and other data as requested by the Project Labor Coordinator; and

(e) The Unions will partner with the District in conducting outreach activities by

establishing or continuing to maintain existing centers and programs to facilitate the entry of traditionally disadvantaged members of the District, as well as other members of the District into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to a qualified pre-apprenticeship program or apprenticeship program, referral to hiring halls, and provide tailored orientation for women and disadvantaged groups; and

(f) The Unions shall assist District residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Unions shall assist District residents who are seeking Union jobs on the Project and Union membership is assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide District residents for work on this Project; and

(g) The Unions shall make monthly progress reports to the Program on the number and employment disposition of District applicants who have been contacted, recruited, participated in Programs through their outreach efforts. This report shall identify those individuals from traditionally underrepresented groups; and

ARTICLE 25

HELMETS TO HARDHATS

Section 25.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment and construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

Section 25.2 Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project.

In witness whereof the Parties have caused this Project Labor Agreement for Ranch Santiago Community College District Construction and Major Rehabilitation Funded by Measure Q to be executed as of the date and year above stated.

Dated: _____

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____
[Insert Name and Title]

Dated: _____

LOS ANGELES AND ORANGE COUNTY
BUILDING AND CONSTRUCTION TRADES
COUNCIL

By: _____
Business Manager

SIGNATORY UNIONS AND
(See Attached)

ATTACHMENT A - LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE

Project Labor Coordinator
Address
Address
Address

Attention: _____

Re: Rancho Santiago Community College District Project Labor Agreement

Dear Sir:

This is to confirm [Name of Company] agrees to be party to and bound by the Rancho Santiago Community College District Project Labor Agreement - School Construction Major Rehabilitation Funded by Measure Q effective _____, as such Agreement may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [Contract No. _____ and Name of Project/School], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:
[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 4, Section 4.4(b)]

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: April 1, 2013
Re: Approval of Appointments to the Measure Q Citizens' Bond Oversight Committee	
Action: Request for Approval	

BACKGROUND

Measure Q was approved by the electorate of the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District (RSCCD) on November 6, 2012. This measure authorizes RSCCD to issue up to \$198 million in general obligation bonds to finance renovation, repair and construction at Santa Ana College. Under the auspices of Proposition 39, the Board must appoint residents of the district who satisfy various categories of membership to serve on the Citizens' Bond Oversight Committee.

ANALYSIS

Information about the appointment process to the Measure Q Citizens' Bond Oversight Committee was posted to the RSCCD website and sent to endorsers of the ballot measure and appropriate community groups. The initial application deadline was extended to solicit additional applications. Applications were accepted in the Chancellor's Office and reviewed by the Chancellor, Vice Chancellor and Santa Ana College President to assure adherence to qualification and representation. It is recommended that the committee be initially constituted as outlined below:

<u>Name</u>	<u>Membership Category</u>
Eddie Marquez	Business Organization
Vacant	Senior Citizens' Organization
Carolyn Cavecche	Taxpayers Association
Ken Purcell	Support Organization – Santa Ana College Foundation
Eric Alderete	Community At-Large
Nellie Caudillo Kaniski	Community At-Large
Irma Avila Macias	Community At-Large
Max Madrid	Community At-Large
Kenneth Nguyen	Community At-Large
Cesar Vargas	Community At-Large
Vacant	Santa Ana College Student

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointments to the Measure Q Citizens' Bond Oversight Committee as recommended by Administration.

Fiscal Impact: None	Board Date: April 1, 2013
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	April 1, 2013
Re:	Approval of Resolution No. 13-14 – City of Orange Citizen of the Year		
Action:	Request for Approval		

BACKGROUND

The Rancho Santiago Community College District (RSCCD) was invited to acknowledge the recipient of the City of Orange Citizen of the Year Award by authoring a resolution in their honor. The resolution was to be presented to the recipient by the Board President at the annual State of the City Luncheon held on March 14, 2013.

ANALYSIS

RSCCD was pleased to prepare a resolution for presentation; however, the City asked that the recipient be kept confidential until the date of the luncheon. This request necessitated the delayed approval of the resolution by the Board of Trustees until after March 14, 2013. Approval prior to the luncheon would have revealed the person selected for this honor because of the required public posting of the Board Meeting agenda. Trustees are being asked to approve the resolution at the first meeting following the presentation date.

RECOMMENDATION

It is recommended that the Board of Trustees approve Resolution No. 13-14 honoring Gaddi Vasquez as the City of Orange Citizen of the Year.

Fiscal Impact:	None	Board Date:	April 1, 2013
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

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

Resolution in Honor of Gaddi Vasquez, Orange Citizen of the Year

Resolution No. 13-14

WHEREAS, Gaddi Vasquez has served the city of Orange for more than 30 years; and

WHEREAS, Gaddi Vasquez, attended Orange Unified schools from elementary to high school and, no matter where life took him, always considered the city of Orange his home; and

WHEREAS, Gaddi Vasquez began his service to the city of Orange as a police explorer and became the youngest police officer for the City of Orange; and

WHEREAS, Gaddi Vasquez has contributed his time and talents to more than 20 local and national non-profits during his career; and

WHEREAS, Gaddi Vasquez has received a number of awards recognizing his dedication and commitment to public service; and

WHEREAS, Gaddi Vasquez supported local organizations in the city of Orange by serving as guest speaker and master of ceremonies for a myriad of community events; and

WHEREAS, Gaddi Vasquez also served the nation as the U.S. Ambassador to the United Nations Agencies for Food and Agriculture and Director of the U.S. Peace Corps; and

WHEREAS, Gaddi Vasquez has vast experience and a commitment to public service which has taken him to faraway places but remains a committed member of the Orange community; and

THEREFORE BE IT RESOLVED, that the Rancho Santiago Community College District Board of Trustees congratulates Gaddi Vasquez on the occasion of his selection as the 2012 Orange Citizen of the Year.

Dated this 14th day of March 2013.

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	April 1, 2013
Re:	Adoption of Resolution No. 13-15 – City of Orange Large Business of the Year		
Action:	Request for Approval		

BACKGROUND

The Rancho Santiago Community College District (RSCCD) was invited to acknowledge the recipient of the City of Orange Large Business of the Year Award by authoring a resolution in their honor. The resolution was to be presented to the recipient by the Board President at the annual State of the City Luncheon held on March 14, 2013.

ANALYSIS

RSCCD was pleased to prepare a resolution for presentation; however, the City asked that the recipient be kept confidential until the date of the luncheon. This request necessitated the delayed approval of the resolution by the Board of Trustees until after March 14, 2013. Approval prior to the luncheon would have revealed the business selected for this honor because of the required public posting of the Board Meeting agenda. Trustees are being asked to approve the resolution at the first meeting following the presentation date.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 13-15 honoring Children's Hospital of Orange County as the City of Orange Large Business of the Year.

Fiscal Impact:	None	Board Date:	April 1, 2013
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

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

**Resolution in Honor of Children’s Hospital of Orange County
Orange Large Business of the Year**

Resolution No. 13-15

WHEREAS, the Children’s Hospital of Orange County has contributed to the economy of the City of Orange for more than 45 years; and

WHEREAS, the Children’s Hospital of Orange County, named one of the best children’s hospitals by *U.S. News & World Report*, is exclusively dedicated to the health and well-being of children; and

WHEREAS, the Children’s Hospital of Orange County, affiliated with the University of California, Irvine, is a regional healthcare system comprised of two hospitals, several primary and specialty care clinics, a pediatric residency program and four centers of excellence – CHOC Children’s Heart, Neuroscience, Orthopedic and Hyundai Cancer Institutes; and

WHEREAS, the Children’s Hospital of Orange County serves more than 200,000 children for inpatient, outpatient and emergency care services each year; and

WHEREAS, the Children’s Hospital of Orange County has built one of the most advanced, safest children’s hospitals in the world with operating rooms, emergency department, imaging department and laboratory dedicated pediatric care; and

WHEREAS, the Children’s Hospital of Orange County has designed innovative healing space to accommodate the unique needs of children and their families with doctors, nurses and staff employing the most advanced technology along with standardized, integrated processes to improve care and safety for children; and

WHEREAS, the Children’s Hospital of Orange County contributed more than \$100 million in economic benefits to Orange County with the construction of the new tower;

THEREFORE BE IT RESOLVED, that the Rancho Santiago Community College District Board of Trustees congratulates the Children’s Hospital of Orange County on the occasion of its selection as the 2012 Orange Large Business of the Year.

Dated this 14th day of March 2013.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	April 1, 2013
Re:	Adoption of Resolution No. 13-16 – City of Orange Small Business of the Year		
Action:	Request for Approval		

BACKGROUND

The Rancho Santiago Community College District (RSCCD) was invited to acknowledge the recipient of the City of Orange Small Business of the Year Award by authoring a resolution in their honor. The resolution was to be presented to the recipient by the Board President at the annual State of the City Luncheon held on March 14, 2013.

ANALYSIS

RSCCD was pleased to prepare a resolution for presentation; however, the City asked that the recipient be kept confidential until the date of the luncheon. This request necessitated the delayed approval of the resolution by the Board of Trustees until after March 14, 2013. Approval prior to the luncheon would have revealed the business selected for this honor because of the required public posting of the Board Meeting agenda. Trustees are being asked to approve the resolution at the first meeting following the presentation date.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 13-16 honoring Colonial Home Care as the City of Orange Small Business of the Year.

Fiscal Impact:	None	Board Date:	April 1, 2013
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

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

**Resolution in Honor of Colonial Home Care
Orange Small Business of the Year**

Resolution No. 13-16

WHEREAS, the Colonial Home Care has contributed to the economy of the City of Orange for 20 years; and

WHEREAS, the Colonial Home Care is a family owned and operated business which has assisted more than 4,000 Orange County families; and

WHEREAS, the Colonial Home Care employs over 100 people each year; and

WHEREAS, the Colonial Home Care provides a needed service to enable people to remain in their homes as long as possible; and

WHEREAS, the Colonial Home Care sets the standard for best practices in their industry; and

WHEREAS, the Colonial Home Care is an advocate for their clients, their employees and the home care industry;

THEREFORE BE IT RESOLVED, that the Rancho Santiago Community College District Board of Trustees congratulates Colonial Home Care on the occasion of its selection as the 2012 Orange Small Business of the Year.

Dated this 14th day of March 2013.

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees