

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, April 14, 2014
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Administration of Oath of Allegiance to Jorge Sandoval, April 2014 Interim Student Trustee

1.4 Recognition of Students

1.5 Approval of Additions or Corrections to Agenda

Action

1.6 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.

1.7 Approval of Minutes – Regular meeting of March 24, 2014

Action

- 1.8 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.

- 1.9 Public Hearing – Adopt certain findings prerequisite to award of energy service contract under Government Code Sections 4217.18 for Request for Proposal #13/14-45 for the LED Lighting Conversion at Santa Ana College

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- Accreditation
- 2.2 Reports from College Presidents
- Accreditation
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
- Student activities
- 2.5 Reports from Academic Senate Presidents
- Senate meetings

3.0 INSTRUCTION

- *3.1 Approval of Upward Bound Summer Residential Program Contract Action
The administration recommends approval of the agreement between Chapman University and Santa Ana College (SAC) Upward Bound Program for 2014.
- *3.2 Approval of Nursing Program Agreement – Placentia-Yorba Linda Unified School District Action
The administration recommends approval of the clinical affiliation agreement with Placentia-Yorba Linda Unified School District located in Placentia, California.
- *3.3 Approval of Pharmacy Technology Agreement Renewal – AHMC Anaheim Regional Medical Center Action
The administration recommends approval of the contract with AHMC Anaheim Regional Medical Center in Anaheim, California.

* Item is included on the Consent Calendar, Item 1.8

- *3.4 Approval of Amendment #1 to OTA Agreement – Long Beach Memorial Medical Center Action
The administration recommends approval of the agreement amendment with Long Beach Memorial Medical Center in Long Beach, California.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Adoption of Resolution No. 14-10 – Establish General Obligation Bond Fund with Orange County Treasurer Action
The administration recommends adoption of Resolution No. 14-10 to establish the General Obligation Bond Fund with the Orange County Treasurer as presented.
- *4.3 Approval of Investment Banking and Underwriting Services Agreement with Piper Jaffray & Co. Action
The administration recommends approval of the agreement with Piper Jaffray & Co. to provide investment banking and underwriting services for the issuance of Measure Q bonds as presented.
- 4.4 Adoption of Resolution No. 14-15 – Agreement for Energy Conservation Services with Sun Industries for LED Lighting Conversion at Santa Ana College Action
The administration recommends adoption of Resolution No. 14-15 for the agreement for Energy Conservation Services with Sun Industries for the LED conversion project at Santa Ana College.
- *4.5 Approval of Agreement with Ninyo & Moore for Materials Testing and Inspection Consulting Services for Dunlap Hall Renovation Project at Santa Ana College Action
The administration recommends approval of the agreement with Ninyo & Moore for materials testing and inspection services for the Dunlap Hall renovation project at SAC as presented.
- *4.6 Approval of Amendment with Knowland Construction Services for DSA Inspector of Record, Testing & Inspection Services for Planetarium, Parking Lot #11 and Temporary Village at Santa Ana College Action
The administration recommends approval of the amendment with Knowland Construction Services for DSA Inspector of Record, testing and inspection services for the planetarium, parking lot #11, and temporary village project at SAC as presented.

- *4.7 Approval of Agreement with Knowland Construction Services for DSA Inspector of Record, Testing & Inspection Services for the Dunlap Hall Renovation Project at Santa Ana College Action
The administration recommends approval of the agreement with Knowland Construction Services for DSA Inspector of Record, testing and inspection services for the Dunlap Hall renovation project at SAC as presented.
- *4.8 Approval of Release and Settlement Agreement between Optima RPM, Inc. and Rancho Santiago Community College District (RSCCD) for Building “G” Renovations Project at Santa Ana College Action
The administration recommends approval of the Release and Settlement Agreement between Optima RPM, Inc. and RSCCD for the Building “G” renovations project at SAC as presented.
- *4.9 Approval to Reject all Bids: Bid #1218 - Off-Site Improvement Project at Santa Ana College Action
The administration recommends approval of rejecting all bids in Bid #1218 – Off-Site Improvement Project at SAC as presented.
- *4.10 Approval of Agreement with WLC Architects, Inc. for Architectural and Engineering Consulting Services for the Building “D” Renovations at Santiago Canyon College Action
The administration recommends approval of the contract with WLC Architects for Building “D” renovations at SCC as presented.
- *4.11 Award of Bid #1221 – Purchase of Two FANUC Robot ARC Mate OiA Welding Robots & Lincoln Electric System 5 Single Zone/Fixed Table Systems Action
The administration recommends the board accept the bid and approve the award of Bid #1221- Purchase of Two FANUC Robot ARC Mate OiA Welding Robots & Lincoln Electric System 5 Single Zone/Fixed Table Systems to Cameron Welding Supply as presented.

5.0 GENERAL

- *5.1 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:
- | | |
|--|-----------|
| - Kaleidoscope Project II (SAC) - <i>Augmentation</i> | \$22,500 |
| - Seeds to Trees – Digital Media Training (District) - <i>Adjustment</i> | -\$10,000 |

* Item is included on the Consent Calendar, Item 1.8

5.2 Board of Trustees Cast Ballot for California Community College Trustees Board of Directors Election – 2014 Action

5.3 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: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: California School Employees Association, Chapter 888
Continuing Education Faculty Association
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 4540 E. Riverdale Avenue, Anaheim, California
Negotiating Parties: Orange Unified School District
Under Negotiation: Sale of Property

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel Action

- Approval of Appointments
- Approval of Changes of Classifications
- Approval of Leaves of Absence
- Approval of Adjusted Salary Placements
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record

6.2 Classified Personnel Action

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

6.3 Approval of Agreement with Nicole Miller & Associates Action

It is recommended that authorization be given to the chancellor or his designee to execute an agreement with Nicole Miller & Associates.

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

It is recommended that the board receive the CEFA bargaining proposal and schedule a public hearing for April 28, 2014.

6.5 Authorization for Board Travel/Conferences Action

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on April 28, 2014.

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

Board of Trustees (Regular meeting)

Monday, March 24, 2014

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Mr. Jose Solorio. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Larry Labrado, Ms. Nelida Mendoza Yanez, and Mr. Phillip Yarbrough.

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 Ms. Alvarez, Clerk, Rancho Santiago Community College District (RSCCD) Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado and seconded by Mr. Yarbrough to approve an addendum for Item 6.2 (Classified Personnel). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

1.4 Public Comment

Since all public comments were related to Item 4.2 (Community and Student Workforce Project Agreement), the public comments were heard when Item 4.2 was considered by board members.

1.5 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Ms. Mendoza Yanez to approve the minutes of the meeting held March 10, 2014. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

1.6 Approval of Consent Calendar

It was moved by Ms. Barrios and seconded by Mr. Yarbrough to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

3.1 Approval of Five Year Extension of License Agreement with the City of Santa Ana to Operate “Centennial Education Center”

The board approved the five year extension to the original license agreement between the City of Santa Ana and the Rancho Santiago Community College District to operate Santa Ana College’s Centennial Education Center.

3.2 Approval of PGINET Consultant Services Agreement

The board approved the PGINET Consultant Services Agreement.

3.3 Approval of Agreement with Orange County Children’s Therapeutic Arts Center

The board approved the agreement between RSCCD on behalf of the Santa Ana College School of Continuing Education and Orange County Children’s Therapeutic Arts Center.

3.4 Approval of Facility Agreement with Our Lady of Pilar Church

The board approved the Facility Agreement on behalf of Santa Ana College School of Continuing Education with Our Lady of Pilar Church in Santa Ana, California.

3.5 Approval of New OTA Agreement – WeeeFun Therapy for Children

The board approved the agreement with WeeeFun Therapy for Children in Arcadia, California.

3.6 Approval of New Pharmacy Technology Agreement – Med-Care Family Pharmacy

The board approved the contract with Med-Care Family Pharmacy in Santa Ana, California.

3.7 Approval of New Pharmacy Technology Agreement – Vital Health Plus Pharmacy

The board approved the contract with Vital Health Plus Pharmacy in Anaheim, California.

3.8 Approval of Pharmacy Technology Agreement Renewal – Saddleback Memorial Medical Center

The board approved the renewal of the contract with Saddleback Memorial Medical Center in Laguna Hills, California.

1.6 Approval of Consent Calendar – (cont.)

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.3 Approval of Agreement with DPR Construction Company for Lease-Leaseback Services for Dunlap Hall Renovations at Santa Ana College

The board approved the contract with DPR Construction Company for Lease-Leaseback services as presented.

4.4 Ratification of Agreement with Ninyo & Moore for Materials Testing and Inspection Consulting Services for the Planetarium, Parking Lot #11 and Temporary Village at Santa Ana College

The board ratified the agreement with Ninyo & Moore for materials testing and inspection consulting services for the planetarium, parking lot #11 and temporary village project at Santa Ana College as presented.

4.5 Approval of Change Order #8, Bid #1180 – Perimeter Site Improvements

The board approved Change Order #8 for Bid #1180 for WoodCliff Corporation for perimeter site improvements for Santa Ana College.

4.6 Ratification of Award for Informal Bid #1220 – Santiago Canyon College Sports Field Netting Project

The board ratified the award of Bid #1220 to West Coast Netting, Inc. as presented.

4.10 Approval of Hawthorne School District Bid #13-14-1 for Furniture and Accessories

The board approved Hawthorne School District Bid #13-14-1 for furniture and accessories awarded to Concepts School & Office Furnishings and Culver-Newlin, Inc. and all renewals and amendments as presented.

4.11 Approval of Purchase Orders

The board approved the purchase order listing for the period February 2, 2014, through March 8, 2014.

5.1 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) (SAC)	\$737,337
- California Space Grant Consortium (CaSGC) – MESA	\$ 10,000
Community College Laboratory Research Experience (SAC)	

1.6 Approval of Consent Calendar – (cont.)

5.2 Approval of Sub-Agreement between RSCCD and Santa Clarita Community College District for the Information Communications Technology/Digital Media Sector Navigator Grant

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

1.7 Presentation on Community and Student Workforce Project Agreement

Mr. Thomas W. Kovacich, Partner, Atkinson, Andelson, Loya, Rudd & Romo, gave a presentation on the Community and Student Workforce Project Agreement (CSWPA).

It was moved by Ms. Barrios and seconded by Mr. Yarbrough to consider Item 4.2 (CSWPA) at this time. Mr. Hanna recused himself due to his recent appointment. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough; and a vote of abstention from Mr. Hanna.

4.2 Approval of Community and Student Workforce Project Agreement

Public comments relating to the CSWPA were heard at this time. The following spoke in favor of the CSWPA: Mr. Jim Adams, Mr. Ron Edwards, Mr. David Lawhorn, Mr. Cory Miller, Mr. Ron Miller, Mr. Richard Samaniego, Mr. Ray Vandernat, and Mr. Mark Wolfelt. Mr. Dave Everett spoke in opposition to the CSWPA.

It was moved by Ms. Alvarez and seconded by Ms. Mendoza Yanez to approve the Community and Student Workforce Agreement with the Los Angeles/Orange County Building Trades Council and Carpenters and authorize the chancellor or his designee to execute the agreement on behalf of the district. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio; Nay - Ms. Barrios and Mr. Yarbrough; and a vote of abstention from Mr. Hanna.

Mr. Solorio called a recess at 5:13 p.m.

The board reconvened at 5:20 p.m.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

Dr. Raúl Rodríguez, Chancellor, provided a report to the board which included the announcement of the resignation of Student Trustee Luis Correa.

2.2 Reports from College Presidents

The following college representatives provided reports to the board.

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

Dr. Martinez and Mr. Vázquez reported that staff continues to edit and gather new information for a draft of the self-evaluation report. Dr. Martinez indicated on March 21 an open forum was held on campus relating to the accreditation process, and an accreditation team will be visiting the campus on October 6-9, 2014.

2.3 Report from Student Trustee

Since Mr. Luis Correa had recently resigned, there was no report provided.

2.4 Reports from Student Presidents

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

Mr. Jorge Sandoval, Student President, Santa Ana College
Mr. Yuh Hwan Ko, Student President, Santiago Canyon College

Ms. Barrios left the meeting during Mr. Ko's report due to a prior commitment.

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.3, 4.4, 4.5, 4.6, 4.10 and 4.11 were approved as part of Item 1.6 (Consent Calendar). Item 4.2 was approved after Item 1.7 (Presentation on CSWPA).

It was moved by Mr. Labrado and seconded by Mr. Yarbrough to consider Item 4.7 (Rejection of Claim), 4.8 (Rejection of Claim), and Item 4.9 (Agreement with Seville Construction Services, Inc.) after closed session. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio and Mr. Yarbrough.

5.0 **GENERAL**

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

5.3 Adoption of Revised Board Policies

It was seconded by Mr. Yarbrough and seconded by Ms. Alvarez to adopt the following revised board policies:

- BP 2015 Student Members
- BP 5501 Student Athletics/Activities Code of Conduct

The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

5.4 Adoption of Resolution No. 14-09 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Hanna and seconded by Mr. Labrado to authorize payment to Trustee Phillip Yarbrough for his absence from the March 10, 2014, board meeting due to illness. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and a vote of abstention from Mr. Yarbrough.

5.5 Reports from Board Committees

Since the items discussed during the March 20, 2014, Board Facilities Committee meeting will be discussed after closed session, Mr. Labrado did not provide a report at this time.

5.6 Board Member Comments

Mr. Yarbrough thanked his colleagues for the discussion during Item 4.2 (CSWPA) and reported he is looking forward to having the district build the structures on campus to serve the community. Mr. Yarbrough asked that the memorandum regarding the answers to his questions be attached to the minutes.

Mr. Yarbrough reported that his son is the only high school freshman with a college identification card.

Ms. Alvarez commended the board on its discussion of Item 4.2 (CSWPA) and encouraged those who may disagree with the board's action on this agreement to contact the board for an explanation of the advantages of this contract for the district.

Mr. Hanna reported he and his son attended Community Services Night on March 14, and thanked Mr. Vázquez and staff for their efforts in making this such an enjoyable event.

5.6 Board Member Comments – (cont.)

Even though Mr. Hanna recused himself from Item 4.2 (CSWPA), he commended his colleagues on the tenor and substance of the discussion and their steadfastness through the 11+ months on working towards obtaining the best possible agreement for the district's community and students.

Mr. Solorio thanked staff, academic senate presidents, and faculty members that regularly attend board meetings for their continued work and attendance at board meetings.

Since Dr. Rodriguez failed to mention the following during Item 2.1 (his report), he reported the following will be discussed in closed session:

Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 4540 E. Riverdale Avenue, Anaheim, California
Negotiating Parties: Orange Unified School District
Under Negotiation: Sale of Property

RECESS TO CLOSED SESSION

The board convened into closed session at 6:07 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
4. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 4540 E. Riverdale Avenue, Anaheim, California
Negotiating Parties: Orange Unified School District
Under Negotiation: Sale of Property
5. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. 14-032414GY
 - b. 04-03241DE

RECONVENE

The board reconvened at 7:05 p.m.

Closed Session Report

Ms. Alvarez reported the board discussed the aforementioned items, and the board took action to terminate a Reprographics Technician during closed session with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio and Mr. Yarbrough.

Public Comment

There were no public comments.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.3, 4.4, 4.5, 4.6, 4.10 and 4.11 were approved as part of Item 1.6 (Consent Calendar). Item 4.2 was approved after Item 1.7 (Presentation on CSWPA).

4.7 Rejection of Claim

It was moved by Mr. Yarbrough and seconded by Mr. Solorio to reject claim #14-032414GY and authorize the chancellor or his designee to transmit a notice of rejection to the claimant. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

4.8 Rejection of Claim

It was moved by Mr. Yarbrough and seconded by Mr. Solorio to reject claim #04-03241DE and authorize the chancellor or his designee to transmit a notice of rejection to the claimant. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

4.9 Approval of Agreement with Seville Construction Services, Inc. for Construction Management Services for Various Projects at Santiago Canyon College

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the agreement with Seville Construction Services, Inc. for construction management services for various projects at Santiago Canyon College as presented.

Ms. Alvarez stated that she was one of the trustees that expressed concern at the last board meeting regarding this agreement. As trustees, she indicated, it is their responsibility to assist the district in doing what is necessary to ensure the district is in a good position to defend claims filed against the district; however, she expressed concern over support for this type of agreement in the future and cautioned staff to take all necessary measures to avoid having the district being placed in such a vulnerable position like this instance.

4.9 Approval of Agreement with Seville Construction Services, Inc. for Construction Management Services for Various Projects at Santiago Canyon College – (cont.)

Mr. Hanna indicated he agreed with Ms. Alvarez' comments and asked that her comments be included in the minutes.

The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

- Approve Employment Agreement
- Approve Hiring of Long Term Substitutes
- Approve Stipend
- Approve Part-time Hourly Hires/Rehires

6.2 Classified Personnel

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

- Approve Professional Growth Increments
- Approve Leaves of Absences
- Approve Voluntary Furlough
- Approve New Appointments
- Approve Out of Class Assignment
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

6.3 Approval of Non-Credit Instructional Calendar for 2014-2015

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve the 2014-2015 Non-Credit Instructional Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on April 14, 2014.

There being no further business, Mr. Solorio declared this meeting adjourned at 7:07 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: April 14, 2014

From: Rodriguez, Raul
Sent: Monday, March 24, 2014 1:42 PM
To: Arianna Barrios; Claudia Alvarez; John Hanna; Jose Solorio; Larry Labrado; Nelida Mendoza Yanez; Phil Yarbrough
Cc: Lucarelli, Anita; Gerard, Debra
Subject: FW: Final CSWPA [AALRR-Cerritos.005706.00005]

Trustee Yarbrough posed the questions listed below. Our legal counsel was unavailable to respond to them today. What follows are my responses in bold/italics. If any of these answers are not satisfactory, then Tom Kovacich can address the particular item at the board meeting.

From: Phillip Yarbrough
Sent: Sunday, March 23, 2014 3:53 PM
To: Gerard, Debra
Subject: RE: Final CSWPA [AALRR-Cerritos.005706.00005]

Here are the questions I have for this PLA:

Q - Page 2 - Who is the Project Labor Coordinator? Will this person remain an RSCCD employee for the term of this contract?

A - We do not yet have a Project Labor Coordinator. This position would be an outside vendor with whom we would contract. We have included the cost of this service in our project budget estimations.

Q - Page 4 Section 2.12 - Send me the list of the names of any labor organization signatory. Their names are not "subscribed hereto."

A - Refer to the attachment included in the heading above, which contains the signatories. (Note: Attachment included in last page of the 03-24-14 minutes).

Q - Page 8 Section 4.6 - Am I correct in saying that "Schedule A's" are individual labor agreements of separate trade union, such as electrical, glazers, steel unions? If so, I want a list of the signatory unions and their schedule A's, unless they have been sent to me and I can't find them. Since they are part of this contract that I am being asked to sign, I need them to fully understand this contract. Schedule A is mentioned 23 times in this contact.

A - We do not have copies of the Schedule A's as those are agreements between the LA/OC Building Trades Council and the separate trade unions. From what I understand, they are fairly uniform agreements that just describe certain operating guidelines and responsibilities. Our legal counsel, Tom, or the reps for the LA/OC Building and Construction Trades Council can address this issue tonight.

Q - Page 12 Section 5.6 (d) - Does this section which mandates Rancho Santiago District and Orange County residency requirements then only apply to those employees who do not work for Schedule A signatory Unions? It states, "The provisions of this section 5.6 shall only apply to employees working for employers *not* signatory to a Schedule A..." (emphasis added). Is this the same Schedule A that I was not sent? If this is the case, then am I correct in stating that the local

employment provisions will only apply those firms who are not signatories of this contract, which will then mean that they can hire employees outside of the zip codes denoted in Attachment B without restriction?

A - No, that is not a correct interpretation. The residency requirements have to be met for union/trades employees and for the “core employees” of a contractor. The language being referred to has to do with the process of determining the “core employees” of a contractor if they are non-union laborers.

Q - Page 17 Section 8.7 (a) - Who is Walter Daugherty, the permanent arbitrator? Who does he work for the AFL-CIO or an affiliate of the AFL-CIO? What is his involvement with the AFL-CIO?

A - Walt Daugherty is the person both sides have agreed to as the principal or permanent arbitrator. He does not have an affiliation with the AFL-CIO and operates his own business as a professional arbitrator, mediator, and fact finder. His business is located in Valley Village, California.

Q - Page 18 Section 9.2 - How is it in our interest, and the interest of the taxpayers that we represent, to allow the Building and Construction Trades Department, which is an AFL-CIO affiliate organization, the sole and binding authority to render all jurisdictional disputes, and to assign their own arbiters?

(a) - Who is John Kagel, Thomas Angelo, Robert Hirsh and Thomas Pagan, the arbitrators of jurisdictional disputes? Who do they work for? What is his involvement with the AFL-CIO or an affiliate of the AFL-CIO? They have final and binding decisions on jurisdictional disputes.

A - This is the section dealing with jurisdictional disputes. We have agreed to a list of arbitrators as noted above. They are all professionals who operate as independent agents. They are not affiliated with the AFL-CIO or other unions. We went through a selection/winnowing process to arrive at these individuals who have been agreed to by the LA/OC Building Trades and by our district.

Q - Page 22 Section 11.1 Step 3 (a) - Who is Michael Prihar, Robert Steinberg, Mike Rappaport, Louis Zigman, Walter Daugherty and Fred Horowitz, the arbitrators of employee grievances? Who do they work for? What is his involvement with the AFL-CIO or an affiliate of the AFL-CIO? They have final and binding decisions on employee grievances. Who does Walter Daugherty position as permanent arbitrator and employee grievance arbitrator conflict with our interests and the interest of the taxpayers we represent?

A - This is the section on employee grievances. The arbitrators listed are all independent contractors and they do not have union affiliations. There is no conflict with Walt Daugherty serving in this capacity as it concerns different elements of the agreement.

Q - Page 23 Section 12.3 - Is reiterating the Prevailing Wage Compliance necessary since it is part of state law?

A - It is not necessary, but it is important to reinforce that item.

Q - Page 28-29 Section 21.3 - Can the statement that if a provision is "less favorable to the Contractor" be construed to extend this agreement indefinitely beyond the three year limit?

A - No.

Q - Page 31 - This is blank. I need the names of the signatories, and their organizations that they represent.

A - Again, the signatory page is included at the top as an attachment to this document.

Phillip E. Yarbrough
Member, Board of Trustees
Rancho Santiago Community College District

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL'S
AFFILIATED CRAFT LOCAL UNIONS/COUNCILS:

(Asbestos) Heat & Frost Local #5

Bricklayers & Allied Trades #4

Boilermakers Local #92

I.B.E.W. Local #441

Elevator Constructors Local #18

Operating Engineers Local #12

Operating Engineers Local #12

Operating Engineers Local #12

Gunite Workers #345

Iron Workers Local #416

Iron Workers Local #433

Laborers District Council

Painters District Council & Allied Trades #36

Laborers Local #652

U.A. Steamfitters #250

U.A. Landscape & Irrigation Local #345

U.A. Plumbers & Fitters Local #582

U.A. Sprinkler Fitters Local #709

Plasterers Local #200

Cement Masons #500

Plaster Tenders #1414

Roofers & Waterproofers #220

Sheet Metal Workers Local #105

Teamsters Local #952

Tile Layers Local #18

SouthWest Regional Council of Carpenters

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

To:	Board of Trustees	Date:	April 14, 2014
Re:	Approval of Upward Bound Summer Residential Program Contract		
Action:	Request For Approval		

BACKGROUND

Under the auspices of Santa Ana College's federally funded Upward Bound Program, a number of student-centered activities have been designed to enhance student success in pre-collegiate readiness and enhance student success in college. For the past twelve years we have offered a grant-funded summer residential program in collaboration with a local four-year university that provides dormitory accommodations, meals, and classroom facilities. The 2014 summer residential program will be hosted by Chapman University and will serve 35 high school students.

ANALYSIS

Chapman University will provide residence hall, housekeeping services, all meals, use of recreational areas, classrooms and computer labs during the four-week summer program. The program has been highly successful and is recommended by partners (SAUSD and SAC) for continuation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement between Chapman University and the Santa Ana College Upward Bound Program for 2014.

Fiscal Impact:	Not to exceed \$55,000 (grant funded)	Board Date:	April 14, 2014
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed.D., Dean of Student Affairs		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD		



CHAPMAN UNIVERSITY CONFERENCE AGREEMENT

*Chapman University, Conference Services
One University Drive, Orange, CA, 92866
(714) 997-6811, FAX (714) 744-7811*

This Chapman University Conference Agreement ("Agreement") is made and entered into this 15th day of April, 2014 by and between Chapman University, a California corporation, hereinafter called "University" and Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 West 17th Street, Santa Ana, CA, 92706, a nonprofit public agency, hereinafter called "Client", which is the entity, person, persons or groups of persons seeking use of University facilities and/or property. The University agrees to provide Client with the facilities and services listed herein for the period and under the other terms described herein. Accordingly, the parties mutually agree to the terms and conditions set forth in this Agreement.

1. CLIENT INFORMATION

Name of Conference: *Upward Bound 2014 Summer Residential Program*

Description of Conference: *Pre-college academic program including SAT prep, recreation, and enrichment workshops.*

Address: *Peter J. Hardash
Vice Chancellor of
Business Operations/Fiscal Services
2323 North Broadway
Santa Ana, CA 92706*

Telephone Number: *(714) 564-6843 [Romelia Madrigal]*

Fax Number: *madrigal_romelia@sac.edu [Romelia Madrigal]*

2. HOUSING

The University agrees to provide housing spaces to the Client as follows:

* Estimated total number of participants: *35 Students and
5 Staff each week*

Residence Hall staff check-in date and time: *July 5, 2014 (9am – 10 am)*

Residence Hall check-in date and time: *July 5, 2014 (1 pm – 2 pm)
July 13, 2014 (6 pm – 7 pm)
July 20, 2014 (6 pm – 7 pm)
July 27, 2014 (6 pm – 7 pm)*

Residence Hall check-out date and time:

*July 11, 2014 (5 pm – 6 pm)
July 18, 2014 (5 pm – 6 pm)
July 25, 2014 (5 pm – 6 pm)
Aug. 1, 2014 (5 pm – 6 pm)*

**Please note that time of check-out each week is contingent on whether the university needs the rooms over the weekend for another group. If rooms are not scheduled, the group may leave their belongings in the rooms over the weekend. If rooms are needed by the university, the group will be notified in advance.*

**Please note that actual charges will be determined under "Estimate and Guarantee" set forth below.*

KEYS: A fee of \$50.00 will be assessed for any lost keys not returned by check-out date and time.

LINEN SERVICE: Linen service will not be provided by the University.

HOUSING ASSIGNMENTS: The University reserves the right to alter housing assignments prior to the start of any conference for required maintenance work or to accommodate additional conference groups.

A housing list with participants paired will be due in the Conference Office by June 20, 2014.

HOUSEKEEPING SERVICES: Housekeeping services are provided in the hallways, public restrooms and lounge areas of the halls. Unless specific arrangements are made, individuals are responsible for their own rooms.

LIVE-IN HOUSING SUPERVISION: The Client is responsible for providing adequate supervision in the assigned residence halls. All youth groups with members under the age of eighteen are required to provide live-in residence supervision of at least one (1) adult for every ten (10) youths.

RESIDENCE HALL ROOMS: The University reserves the right to enter rooms for the purpose of inspection, repair or emergency.

3. FOOD SERVICE

The University agrees to provide meals to the Client as follows:

First conference meal will be:		<i>Dinner, July 5, 2014</i>
Last conference meal will be:		<i>Lunch, August 1, 2014</i>
Number of Meals:	Breakfast (21)	<i>July 6 – 11, 2014 July 14 – 18, 2014 July 21 – 25, 2014 July 28 – August 1, 2014</i>
	Lunch (18)	<i>July 6 – 10, 2014 July 14 – 17, 2014 July 21 – 24, 2014 July 28 – August 1, 2014</i>
	Sack Lunch (3)	<i>July 11, 18, 25, 2014</i>

Dinner (18)

*July 5 – 10, 2014
July 14 – 17, 2014
July 21 – 24, 2014
July 28 – 31, 2014*

Lost Meal Cards:

Per meal card charge

\$15.00

MEAL TIMES: The University reserves the right to alter meal times depending on the number of participants. Any such alteration will be made at least five (5) days prior to the start of any conference. Groups wishing to change contracted serving times may incur a surcharge to cover additional labor costs.

LOCATION OF MEALS: All meals are served cafeteria style in the Randall Dining Commons and Patio unless other arrangements have been made.

FOOD SERVICE NEEDS: All food service needs must be provided by the University's contracted food service.

MEAL CARDS: Each of the Client's participants must produce his or her meal card on passing through the cafeteria meal line. This procedure will verify the participant's enrollment in a particular session of the conference/camp.

4. FACILITIES

The University agrees to provide facilities to the Client as follows:

Facility	Date(s)	Times
Large Room for Orientation	June 21, 2014	9:00 am – 12:00 pm
2 classrooms seating 20 students each for English and SAT Prep	July 6 – 10, 2014	8:30 am – 12:00pm, 1:30 pm – 3:30 pm
	July 14 – 17, 2014	8:30 am – 12:00pm, 1:30 pm – 3:30 pm
	July 21 – 24, 2014	8:30 am – 12:00pm, 1:30 pm – 3:30 pm
	July 28 – 31, 2014	8:30 am – 12:00pm, 1:30 pm – 3:30 pm
1 Classroom for Leadership and Group Activity	July 6 – 10, 2014	3:45 pm – 5:00 pm
	July 14 – 17, 2014	3:45 pm – 5:00 pm
	July 21 – 24, 2014	3:45 pm – 5:00 pm
	July 28 – 31, 2014	3:45 pm – 5:00 pm
Recreational Facilities As available (TBA)	July 6 – 10, 2014	6:30 pm – 7:30 pm
	July 14 – 17, 2014	6:30 pm – 7:30 pm
	July 21 – 24, 2014	6:30 pm – 7:30 pm
	July 28 – 31, 2014	6:30 pm – 7:30 pm
1 Shared Computer Lab	July 7 – 10, 2014	TBA
	July 14 – 17, 2014	TBA
	July 21 – 24, 2014	TBA
	July 28 – 31, 2014	TBA

The facilities of the University that are the subject of this Agreement are referred to herein as the "Facilities".

5. SPECIAL EQUIPMENT AND SERVICES

SPECIAL EQUIPMENT: Tables and chairs for special set-ups and audiovisual equipment are limited on campus. Arrangements for such equipment should be made well in advance of your arrival. All necessary outside rentals (tables, chairs, audiovisual equipment, etc.) will be at the Client's expense.

PARKING: A parking permit is required to park in University parking lots. Parking is available on campus in the residence halls and main campus parking lots (excluding the Memorial Hall Parking Lot and the Hashinger Parking Lot) at no additional charge. Parking in the Memorial Hall Parking Lot and the Hashinger Parking Lot is restricted. PLEASE NOTE: Parking is unavailable in parking spaces marked faculty only or reserved parking spaces. Parking on city streets is restricted to the campus side only! A city parking permit is required to park on the street opposite the university. Please observe handicapped and reserved parking spaces. The University is not responsible for any parking tickets issued to participants.

TECHNICAL STAFF: Charges for technical staff overtime, if needed is \$40.00 per person, per hour.

CONFERENCE MATERIALS: Conference materials cannot be accepted prior to two weeks before the start of the program. Detailed shipping instructions will be provided for deliveries, storage, and pick-ups.

6. FINANCIAL ARRANGEMENTS

ESTIMATED CHARGES: *Estimated charges for facilities and services are as follows:*

Residence Hall Rooms and Meals *(Double occupancy rooms as outlined in Section 2 and meals as outlined in Section 3. Single rooms, as available, are an additional \$15.00 per person, per night. Five single rooms will be provided for the staff at the double occupancy residence hall rate.)*

40 participants @ \$1,255.00 per person for 4 weeks **\$50,200.00**

Facilities *(As outlined in Section 4)*

Facilities, as outlined in section 4, will be at no additional charge provided there are at least 40 participants, including staff registered in the residence halls for the entire program. If numbers fall below 40 participants, facility charges will be \$500.00 per week. **To Be determined**

ESTIMATED TOTAL CONFERENCE CHARGES **\$50,200.00**

DEPOSITS / PAYMENTS: A non-refundable deposit of ten percent (35%) of the Estimated Total Conference Charges is payable with the return of this signed Agreement and will be applied to the charges set forth herein. The balance of the Estimated Total Conference Charges will be due and payable on or before July 1, 2014. Final conference invoices are due and payable to the Conference Office within thirty (30) days of billing. Client agrees to pay all of the unpaid Estimated Total Conference Charges in a timely manner as set forth above. Client shall pay interest on any unpaid balance at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

Non-refundable deposit of \$17,570.00 is due with return of the signed agreement by June 1, 2014.

The balance of \$32,630.00 will be due and payable on or before July 1, 2014.

A final invoice for the balance of all charges will be submitted within two (2) weeks of the Conference. Payment on the final balance is due within thirty (30) days of receipt.

CANCELLATIONS: Written notice of cancellation must be submitted to the University Conference Office no later than thirty (30) days prior to the scheduled conference date. If such cancellation occurs within 90 days of the scheduled Conference, a service charge of five percent (5%) of the Estimated Total Conference Charges shall be assessed; if within sixty (60) days of the scheduled Conference, a service charge of ten percent (10%) of the Estimated Total Conference Charges shall be assessed; and if within thirty (30) days of the scheduled Conference, a service charge of fifteen percent (15%) of the Estimated Total Conference Charges shall be assessed. The Client acknowledges and agrees that such charges are reasonably calculated to compensate the University for damages it will suffer in connection with such cancellation.

ESTIMATE AND GUARANTEE: The University will hold beds for the estimated number of participants referred to in the housing facilities section of this Agreement. The Client must guarantee in writing the exact number of participants no later than thirty (30) days prior to the beginning of the Conference, including name, gender, and room assignments. Full charges will be made for the guarantee figure even if actual attendance is below this estimate. If no guarantee figure is so furnished, the reservations above will become the guaranteed figure and the Client agrees to pay that figure. Should the actual number of participants exceed the guarantee figure, the Client will be billed for the actual number. All guarantee figures are for the entire Conference period unless otherwise approved in writing by the University's Director of Conferences and Scheduling.

7. INSURANCE

INSURANCE: The Client shall, at its own cost and expense, secure and maintain in force at all times during which this Agreement is in effect policies of insurance that meet the minimum requirements of Chapman University as described below.

- A. Commercial General Liability Insurance for personal bodily injury including sexual misconduct (including by definition sexual molestation, abuse, and harassment), wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
- | | |
|---|-------------|
| i. Each Occurrence | \$1,000,000 |
| ii. Products/Completed Operations Aggregate | \$1,000,000 |
| iii. Personal and Advertising Injury | \$1,000,000 |
| iv. Sexual Misconduct | \$ 50,000 |
- Limits no less than \$50,000 per occurrence/\$100,000 aggregate
Note: If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.
- v. General Aggregate \$2,000,000
- B. The Client must provide a Certificate of Insurance or other evidence of insurance satisfactory to Chapman University, with specific reference to the event described in this Agreement. Coverage must be written on an "occurrence" form and maintained throughout the term of the contract. With regard to coverages described under paragraphs A above:
- By endorsement, the policy must reflect, Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to or arising out of the use of the Chapman University property or facilities or the acts or omissions of the named insured, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Chapman University facilities.
 - By endorsement, the policy must include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.
 - It is agreed that the provisions under (i), and (ii) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Client, its officers, agents, or employees.

- iv. By endorsement, the policy must reflect Waiver of Subrogation in favor of Chapman University.
 - v. Where required "by endorsement," the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must be accompany the Certificate of Insurance.
- C. Insurance maintained by Client shall apply on a first dollar basis. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by Chapman University. The client herein acknowledges their responsibility for any losses that fall under a deductible or self-insured retention.
- D. It is agreed herein that the coverage, limits, and conditions referred to under A, B, and C above shall not in any way limit the liability of the Client. The Client shall furnish the University with Certificates of Insurance evidencing compliance with all requirements 30 days prior to commencement of this Agreement. Such certificates shall:
- i. The Client shall agree that except for ten (10) days notice for non-payment of premium, should any of the required policies be canceled, non-renewed, or coverage and/or limits reduced or materially altered before the expiration date thereof, the Insured, their Broker or the issuing company will mail 30 days written notice to Chapman University. Each COI shall specify that should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - ii. The above-described Certificate of Insurance will be due in the Conference Services Office by **June 1, 2014**.
- E. Each insurance policy shall be issued by an insurance company authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.
- F. The Client shall provide the University with Certificates of Insurance in conformance with the above requirements for any companies providing services to Client in connection with this Agreement.

8. USE

All individuals and Clients in their use and occupancy of University property shall comply with all applicable laws, rules and regulations, including University regulations. Any use of the University Facilities contrary to or in violation of any applicable law, rule or regulation shall bar such individual or Client from any further use of such Facilities.

The Client shall use the Facilities for the purposes as stated above and no other.

The University reserves the right to reassign facilities to assure maximum and most appropriate utilization of University facilities, to revoke campus privileges, including residency in its buildings, of any occupant whose conduct becomes, in the University's opinion, injurious or potentially injurious to the residential community, to assign alternate housing and/or meeting space commensurate with reduced space needs should the actual number of participants fall below the attendance expected based upon the reserved space, to terminate the reservation of the Client should unforeseen emergencies occur making it inadvisable, illegal, or impossible to provide the facilities, and/or to add or delete from these policies any clause(s) whatsoever upon timely notification.

Use and occupancy of University property shall be primarily for University purposes. Any authorized use or occupancy of the Facilities or property by anyone, including Client, for other than University purposes shall be subordinate to such primary purposes.

No use or occupancy of University property will be permitted if the University Officials in the exercise of its discretion determines that such use or occupancy is prohibited by law, will interfere with the use of the property for University purposes or will result in picketing, rioting, disturbance of the peace or other disruption of University activities, or in damage to the property or alterations which may render it unfit for, or may interfere with its proper use for, University purposes.

During the Client's use of Facilities, the University shall have access to the Facilities as necessary to the University's use of its adjoining properties and to assure compliance with this Agreement.

9. UNIVERSITY POLICIES

MEDICAL SERVICES: It is understood and agreed that the University shall furnish no medical services to the Client or the Client's guests or employees.

ANIMALS: The Client is not permitted to have animals on campus.

AMPLIFIED SOUND: Chapman University has very strict policies about outdoor amplified sound. The Conference Office must approve all amplified sound.

SMOKING: No smoking shall be permitted in university buildings.

EQUIPMENT: Individuals or Clients who wish to bring any equipment on campus must obtain prior approval from the University Conference Office, and must agree to waive any University liability or responsibility regarding any and all damage to, or theft of, said equipment.

CONFERENCE PROGRAM: The University may require that it be furnished, within a reasonable period in advance of the scheduled Conference, with a complete program of the Conference, with copies of all talks and addresses and the script of any entertainment proposed to be given on the University property. If such copy reasonably demonstrates that the program will be in violation of law or of these rules and regulations, the proposed use shall not be permitted.

USE OF UNIVERSITY NAME: The Client will not use the Chapman University name in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor or any way affiliated with the user group. The University's name may only be used for reference of event location unless written approval has been granted by the Executive Vice President and Chief Operating Officer or designee.

10. LEGAL ISSUES

BACKGROUND CHECKS: If Client's activities under this Agreement involve the delivery of services or instruction of any kind to individuals under the age of eighteen (18) years, Client represents and warrants that it has engaged an independent entity to conduct a background check of its employees, agents, independent contractors, subcontractors, vendors or others acting on its behalf under or with respect to this Agreement. The background check shall include at a minimum a state and county criminal history investigation where the subject of the screening resides and a search of the national and California state sex offender registries.

NOTICE TO PARENTS AND TRAINING: Where Client's activities under this Agreement involve participation by minors, Client agrees to provide notice to each minor's parents or legal guardians regarding how to report suspicious or improper activity, including but not limited to suspected child abuse or sexual abuse, to Client and local law enforcement. Client also agrees to educate and train all employees, agents, independent contractors, volunteers, or other individuals who are performing services for Client regarding how to report suspicious or improper activity, including but not limited to suspected child abuse or sexual abuse, to Client and local law enforcement.

DAMAGE: The Client agrees to leave the Facilities and premises of the University in the same condition as at the commencement of the Conference and to pay the cost of extraordinary cleaning necessitated by the use of such Facilities and premises by the Client. The Client shall be liable for any damage to the Facilities or property therein which may be caused by any act or negligence of the Client, its employees, agents, and other individuals using the Facilities with its consent, and the University may, at its option, repair such damage, and the Client agrees to reimburse and compensate the University for the total cost of such repair or damage, within five (5) days of receiving a statement by University for the same.

PROPERTY OF THE CLIENT: The University is not responsible for lost, stolen or damaged property of the Client, its conferees or their guests.

RELICENSING OF SPACE: The University reserves the right to relicense all Facilities covered by this Agreement if this Agreement is not signed, returned to the University, and deposit paid by the due date listed herein.

INDEMNITY: Except for University's gross negligence or willful misconduct, Client shall indemnify, protect, defend and hold harmless University and its agents from and against any and all claims, damages, judgments, attorneys' fees, costs, and expenses arising out of, involving, or in connection with the use of the University Facilities or the acts or omissions of the Client, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Facilities.

ASSIGNABILITY: The Client may not sublet or sublicense any portion of the Facilities or assign, mortgage, encumber, or otherwise transfer this Agreement without prior written consent of the University. Any consent by the University shall not constitute a waiver of this provision for any future assignment, encumbrance, sublease or transfer or a release of the Client from its obligations under this Agreement.

ATTORNEYS' FEES AND EXPENSES: If any action at law or in equity is commenced to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred by the successful party or parties (including, without limitation, costs, expenses and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of the judgment.

CONSENT TO ARBITRATION: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Conference Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Agreement, by final and binding arbitration administered by and in accordance with the then existing Rules of Practice and Procedures of Judicial Arbitration & Mediation Services, Inc. Unless the parties otherwise agree, the arbitrator shall apply California substantive law, and the California Evidence Code to the proceeding. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure section 1286.2 or 1286.6 for any such error. The arbitration shall be conducted in Orange County, California.

AMERICANS WITH DISABILITIES ACT: It is the responsibility of the University to exercise reasonable effort in assuring that its Facilities are accessible to people with disabilities in a manner consistent with the guidelines of the Americans With Disabilities Act, provided that the Client uses reasonable effort to determine and report to the University any special needs that may exist. The Client must insure that program activities covered under this Agreement are consistent with and comply with all legal requirements, including the requirements of the Americans With Disabilities Act. This includes, if necessary, the provision of auxiliary services, such as sign language interpreters. The Client is responsible for providing accommodations for special needs of participants including interpreters, guides, handicap vans, etc.

CATASTROPHES: In the event the Facilities licensed hereunder are unavailable due to destruction, partial or total, or for any other reason beyond the control of the University, including acts of God, natural disasters, strikes, or actions by governmental agencies, the University shall have the right to terminate this Agreement by refunding all deposits due to the Client. The Client shall have no right nor claim against the University for any damages it suffers as a result of such cancellation.

GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior agreements, whether written or oral, regarding the subject matter hereof.

AUTHORITY: The person signing this Agreement on behalf of the Client represents that (s)he is duly authorized to bind the Client to all the terms, conditions, and requirements of this Agreement.

11. ACCEPTANCES

The organization acknowledges by signing this Conference Agreement that its primary purpose is to provide an educational program for the benefit of those who attend.

We the undersigned, do hereby enter into this Conference Agreement, as witnessed by our signatures below.

For Chapman University

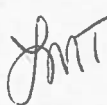
By: _____
Signature

Print Name

Title

Date

**For Rancho Santiago Community
College District/Santa Ana College**

 By (signatory): Peter J. Hardash
Print Name

Vice Chancellor of Business Operations/Fiscal Services
Title

Signature

Date

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

To: Board of Trustees	Date: April 14, 2014
Re: Approval of Nursing Program Agreement – Placentia-Yorba Linda Unified School District	
Action: Request for Approval	

BACKGROUND

Students in the nursing programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement with Placentia-Yorba Linda Unified School District, located in Placentia, California, will yield appropriate clinical rotation activities for the program.

ANALYSIS

The clinical affiliation agreement covers the scope of program's operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this clinical affiliation agreement with Placentia-Yorba Linda Unified School District located in Placentia, California.

Fiscal Impact: None	Board Date: April 14, 2014
Prepared by: Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into between the **Rancho Santiago Community College District**, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, and the **Placentia–Yorba Linda Unified School District** (“Clinical Facility”) located in Placentia, California.

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

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

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

WHEREAS, Clinical Facility operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

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

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

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

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

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

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

“Clinical Facility” shall refer to the Placentia–Yorba Linda Unified School District, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

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

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

TERMS

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

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

In providing the students with the clinical rotation that is the subject of this Agreement, Clinical Facility shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

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

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

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.
21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation 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.

District shall provide workers' compensation coverage for students participating in the rotation. These coverage's are in effect while the student is on-site at Clinical Facility.

23. Insurance Carried by Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy. Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

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

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

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

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

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

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. Effective Date Termination. This Agreement shall become effective on May 13, 2014, and shall remain in effect for five (5) years or until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:

Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe
Placentia, CA 92870

To College:

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

With a copy to:

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

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

Clinical Facility

By: _____

Typed Name: _____

Title: _____

Date: _____

Rancho Santiago Community College District

By: _____

Typed Name: Peter J. Hardash

Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: April 14, 2014
Re:	Approval of Pharmacy Technology Agreement Renewal – AHMC Anaheim Regional Medical Center	
Action:	Request for Approval	

BACKGROUND

Students in the Pharmacy Technology program are required to participate in externship activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes. This is an agreement renewal.

ANALYSIS

This clinical affiliation agreement renewal 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 remain in effect for two (2) years or until terminated by either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with AHMC Anaheim Regional Medical Center in Anaheim, California.

Fiscal Impact:	None	Board Date: April 14, 2014
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

CLINICAL AFFILIATION AGREEMENT

THIS CLINICAL AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of April 15, 2014 (the “Effective Date”) between Rancho Santiago Community College District on behalf of Santa Ana College (“School”), located at 1530 West 17th Street, Santa Ana, CA 92706 and AHMC Anaheim Regional Medical Center LP, a California limited partnership doing business as AHMC Anaheim Regional Medical Center (“Hospital”).

RECITALS:

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

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

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

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

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

1. RESPONSIBILITIES OF SCHOOL.

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

- (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

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(4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

(5) supervision of students and their performance at Hospital;

(6) participation, with the students, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

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

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

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

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

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. Hospital has and shall retain at all times professional and administrative responsibility for services provided hereunder, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Program Participants under this Agreement.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

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

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2. RESPONSIBILITIES OF HOSPITAL.

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

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

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

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

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

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

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

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

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

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

7. **CONFIDENTIALITY.**

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

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

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

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy and security regulations as contained in 45 C.F.R. Parts 160 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 160.103, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for Hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

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

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

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

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

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

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

8. INSURANCE.

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

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

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

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

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

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

9. **TERM; TERMINATION.**

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

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

SAC-14-021

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

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

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

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

13. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Orange County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

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

SAC-14-021

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

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

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

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

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

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

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

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

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

SAC-14-021

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

SCHOOL:

ABK

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT on Behalf of Santa Ana College

By: _____

Name: Peter J. Hardash

Title: Vice Chancellor

Business Operations & Fiscal Services

Date: _____

HOSPITAL:

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

By: _____

Name: Patrick Petre

Title: Chief Executive Officer

By: _____

Name: Phyllis L. Snyder, RN, BSN, PHN

Title: Chief Nursing Officer

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this ____ day of _____, 20__.

Print Name:

Witness

EXHIBIT B

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

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

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

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

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

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

Company: _____

Department: _____

Print Name: _____

Signature: _____

Date: _____

Witness: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: April 14, 2014
Re:	Approval of Amendment #1 to OTA Agreement – Long Beach Memorial Medical Center	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement that was approved by the RSCCD Board of Trustees in May 2011. The amendment deletes the clause defining the existing term and replaces it with a term of five (5) years. It also further defines prior agreements that are null and void by specifically including two (2) prior agreements (listed in the amendment).

ANALYSIS

This amendment shall remain in effect for five (5) years or until terminated by either party. The amendment has been reviewed by Dean Simon B. Hoffman and college staff. The amendment carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement amendment with Long Beach Memorial Medical Center in Long Beach, California.

Fiscal Impact:	None	Board Date: April 14, 2014
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

**FIRST AMENDMENT
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
On Behalf of
SANTA ANA COLLEGE
TO EDUCATIONAL AFFILIATION AGREEMENT
OCCUPATIONAL THERAPY ASSISTANT PROGRAM**

This First Amendment to Educational Affiliation Agreement ("First Amendment") is made and entered into effective as of May 1, 2014 ("Effective Date") by and between Rancho Santiago Community College District on behalf of Santa Ana College ("School"), and Long Beach Memorial Medical Center, a California nonprofit public benefit corporation and Long Beach Memorial Medical Center, a California nonprofit public benefit corporation dba Miller Children's Hospital Long Beach (collectively referred to herein as "Facility").

WHEREAS, Facility and School desire to amend and modify that certain Educational Affiliation Agreement entered into between them and effective on May 1, 2011 (the "Agreement") as set forth below in order that the Agreement, as amended and modified, is acceptable to both parties for execution.

THEREFORE, in consideration of the promises and of the mutual covenants herein, the parties agree that the Agreement shall be and is hereby amended and modified as follows:

1. Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the following:

"2.1 The term of this Agreement shall be for a period of five years commencing on the first day of May, 2014, and terminating on the 30th day of April 2019, unless terminated in accordance with the provisions of this Agreement."

2. The second sentence in Section 11.5, Entire Agreement, shall be amended as follows:

"Any prior agreements, promises, negotiations or representations of, or between the parties, either oral or written, relating to the subject matter of the Agreement which are not expressly set forth in the Agreement are null and void and are of no further force or effect, including, but not limited to, the following:

a. Nursing and/or Health Science Program Agreement entered into on April 15, 1997, between Long Beach Memorial Transitional Rehab Services and Rancho Santiago Community College District;

b. Occupational Therapy Assistant Program entered into on August 24, 1997, between Long Beach Memorial Medical Center and Rancho Santiago Community College District; and

3. In all other respects, the terms and conditions of the Agreement shall remain as stated in the Agreement.

4. If the terms of the Agreement in any way conflict with or are otherwise inconsistent with the terms of this First Amendment, this First Amendment shall govern and control.

5. This Agreement may be executed in one (1) or more counterparts, including by facsimile, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the date first written above.

FACILITY:

Long Beach Memorial Medical Center
Long Beach Memorial Medical Center dba Miller Children's Hospital Long Beach

By: *Diana Hendel*
Diana Hendel, CEO

Date: _____

SCHOOL:

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

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

Date: _____

Approved as to form
Christine Belew, Esq.
Christine Belew, Esq.
MIS Counsel
February 26, 2014

LF # 14-0004594 (2.26.14)

SAC-11-017A

3.4 (3)

Rancho Santiago Comm Coll District

Board Meeting of 04/14/14

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 03/12/14 Thru 04/01/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58989	General Fund Unrestricted	59,117.77	0.00	59,117.77	92*0382454	92*0382514
58990	General Fund Unrestricted	72,153.01	0.00	72,153.01	92*0382515	92*0382613
58991	General Fund Unrestricted	94,190.69	0.00	94,190.69	92*0382614	92*0382710
59024	General Fund Unrestricted	3,777.40	0.00	3,777.40	92*0382861	92*0382870
59025	General Fund Unrestricted	2,989.50	0.00	2,989.50	92*0382871	92*0382877
59029	General Fund Unrestricted	2,391.33	0.00	2,391.33	92*0382885	92*0382890
59032	General Fund Unrestricted	2,398.62	0.00	2,398.62	92*0382907	92*0382912
59036	General Fund Unrestricted	2,327.51	0.00	2,327.51	92*0382931	92*0382938
59037	General Fund Unrestricted	4,406.33	0.00	4,406.33	92*0382939	92*0382946
59038	General Fund Unrestricted	2,016.68	0.00	2,016.68	92*0382947	92*0382950
59039	General Fund Unrestricted	7,882.96	0.00	7,882.96	92*0382951	92*0382954
59042	General Fund Unrestricted	1,922.21	0.00	1,922.21	92*0382960	92*0382967
59045	General Fund Unrestricted	2,699.10	0.00	2,699.10	92*0382975	92*0382981
59046	General Fund Unrestricted	2,042.00	0.00	2,042.00	92*0382982	92*0382988
59051	General Fund Unrestricted	153,088.78	0.00	153,088.78	92*0383003	92*0383103
59052	General Fund Unrestricted	194,175.51	0.00	194,175.51	92*0383104	92*0383202
59053	General Fund Unrestricted	33,424.00	0.00	33,424.00	92*0383203	92*0383219
59055	General Fund Unrestricted	489.20	0.00	489.20	92*0383221	92*0383223
59058	General Fund Unrestricted	335.00	0.00	335.00	92*0383237	92*0383237
59059	General Fund Unrestricted	307.83	0.00	307.83	92*0383247	92*0383247
59062	General Fund Unrestricted	733.42	0.00	733.42	92*0383270	92*0383273
59067	General Fund Unrestricted	6,620.34	0.00	6,620.34	92*0383295	92*0383302
59068	General Fund Unrestricted	23,586.58	0.00	23,586.58	92*0383303	92*0383311
59073	General Fund Unrestricted	1,492.22	0.00	1,492.22	92*0383330	92*0383335
59075	General Fund Unrestricted	1,272.10	0.00	1,272.10	92*0383339	92*0383344
59076	General Fund Unrestricted	1,749.94	0.00	1,749.94	92*0383345	92*0383351
59077	General Fund Unrestricted	392.49	0.00	392.49	92*0383352	92*0383352
59078	General Fund Unrestricted	7,429.00	0.00	7,429.00	92*0383359	92*0383360
59079	General Fund Unrestricted	10,432.36	0.00	10,432.36	92*0383370	92*0383374
59081	General Fund Unrestricted	2,776.71	0.00	2,776.71	92*0383384	92*0383392
59082	General Fund Unrestricted	1,056.94	0.00	1,056.94	92*0383393	92*0383397
59089	General Fund Unrestricted	4,181.00	0.00	4,181.00	92*0383434	92*0383443
59090	General Fund Unrestricted	6,315.65	0.00	6,315.65	92*0383444	92*0383452
59091	General Fund Unrestricted	1,255.95	0.00	1,255.95	92*0383455	92*0383458
59093	General Fund Unrestricted	1,510.19	0.00	1,510.19	92*0383467	92*0383472
59094	General Fund Unrestricted	12,859.36	0.00	12,859.36	92*0383473	92*0383479
59100	General Fund Unrestricted	537.72	0.00	537.72	92*0383498	92*0383499
59104	General Fund Unrestricted	805.00	0.00	805.00	92*0383512	92*0383516
59106	General Fund Unrestricted	2,100.00	0.00	2,100.00	92*0383518	92*0383518
59107	General Fund Unrestricted	6,303.86	0.00	6,303.86	92*0383519	92*0383524
59108	General Fund Unrestricted	724.89	0.00	724.89	92*0383525	92*0383530

Checks Written for Period 03/12/14 Thru 04/01/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59110	General Fund Unrestricted	474.54	0.00	474.54	92*0383538	92*0383541
59111	General Fund Unrestricted	17,730.00	0.00	17,730.00	92*0383543	92*0383545
59115	General Fund Unrestricted	71,835.46	0.00	71,835.46	92*0383555	92*0383656
59116	General Fund Unrestricted	63,817.90	0.00	63,817.90	92*0383657	92*0383756
59117	General Fund Unrestricted	67,097.95	0.00	67,097.95	92*0383757	92*0383856
59118	General Fund Unrestricted	69,373.90	0.00	69,373.90	92*0383857	92*0383956
59119	General Fund Unrestricted	10,306.00	0.00	10,306.00	92*0383957	92*0383969
59120	General Fund Unrestricted	85,896.00	0.00	85,896.00	92*0383970	92*0384068
59121	General Fund Unrestricted	49,189.00	0.00	49,189.00	92*0384069	92*0384168
59122	General Fund Unrestricted	53,294.50	0.00	53,294.50	92*0384169	92*0384268
59123	General Fund Unrestricted	57,770.00	0.00	57,770.00	92*0384269	92*0384368
59124	General Fund Unrestricted	52,330.29	0.00	52,330.29	92*0384369	92*0384468
59125	General Fund Unrestricted	56,566.50	0.00	56,566.50	92*0384469	92*0384568
59126	General Fund Unrestricted	56,046.00	0.00	56,046.00	92*0384569	92*0384668
59127	General Fund Unrestricted	65,107.50	0.00	65,107.50	92*0384669	92*0384768
59128	General Fund Unrestricted	58,764.00	0.00	58,764.00	92*0384769	92*0384868
59129	General Fund Unrestricted	58,604.00	0.00	58,604.00	92*0384869	92*0384968
59130	General Fund Unrestricted	56,942.03	0.00	56,942.03	92*0384969	92*0385068
59131	General Fund Unrestricted	70,791.87	0.00	70,791.87	92*0385069	92*0385168
59132	General Fund Unrestricted	68,133.50	0.00	68,133.50	92*0385169	92*0385268
59133	General Fund Unrestricted	65,507.96	0.00	65,507.96	92*0385269	92*0385368
59134	General Fund Unrestricted	50,848.62	0.00	50,848.62	92*0385369	92*0385432
59135	General Fund Unrestricted	10,909.50	0.00	10,909.50	92*0385433	92*0385450
59137	General Fund Unrestricted	633.91	0.00	633.91	92*0385458	92*0385458
59138	General Fund Unrestricted	2,104.74	0.00	2,104.74	92*0385460	92*0385463
59139	General Fund Unrestricted	11,249.97	0.00	11,249.97	92*0385465	92*0385468
59140	General Fund Unrestricted	1,000.00	0.00	1,000.00	92*0385469	92*0385469
59146	General Fund Unrestricted	6,576.26	0.00	6,576.26	92*0385492	92*0385496
59147	General Fund Unrestricted	3,631.83	0.00	3,631.83	92*0385497	92*0385504
59148	General Fund Unrestricted	2,779.16	0.00	2,779.16	92*0385505	92*0385512
59150	General Fund Unrestricted	22,199.19	0.00	22,199.19	92*0385523	92*0385527
59151	General Fund Unrestricted	1,627.57	0.00	1,627.57	92*0385530	92*0385537
59152	General Fund Unrestricted	8,808.35	0.00	8,808.35	92*0385538	92*0385544
59154	General Fund Unrestricted	3,473.46	0.00	3,473.46	92*0385553	92*0385558
59157	General Fund Unrestricted	4,188.20	0.00	4,188.20	92*0385571	92*0385578
59159	General Fund Unrestricted	21,122.55	0.00	21,122.55	92*0385584	92*0385586
59160	General Fund Unrestricted	2,219.41	0.00	2,219.41	92*0385589	92*0385592
59163	General Fund Unrestricted	19,745.69	0.00	19,745.69	92*0385608	92*0385609
59165	General Fund Unrestricted	3,468.00	0.00	3,468.00	92*0385614	92*0385616
59166	General Fund Unrestricted	141.00	0.00	141.00	92*0385617	92*0385624
59167	General Fund Unrestricted	2,641.30	0.00	2,641.30	92*0385625	92*0385632

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59168	General Fund Unrestricted	2,016.63	0.00	2,016.63	92*0385635	92*0385640
59169	General Fund Unrestricted	1,213.68	0.00	1,213.68	92*0385641	92*0385646
59172	General Fund Unrestricted	2,475.82	0.00	2,475.82	92*0385663	92*0385665
59173	General Fund Unrestricted	11,341.81	0.00	11,341.81	92*0385666	92*0385666
59181	General Fund Unrestricted	1,353.48	0.00	1,353.48	92*0385821	92*0385827
59183	General Fund Unrestricted	2,286.00	0.00	2,286.00	92*0385832	92*0385835
59184	General Fund Unrestricted	98,454.46	0.00	98,454.46	92*0385836	92*0385838
59185	General Fund Unrestricted	1,628,797.95	0.00	1,628,797.95	92*0385839	92*0385840
59186	General Fund Unrestricted	22,307.56	0.00	22,307.56	92*0385841	92*0385845
59187	General Fund Unrestricted	831.02	0.00	831.02	92*0385846	92*0385852
59188	General Fund Unrestricted	359.07	0.00	359.07	92*0385858	92*0385859
59189	General Fund Unrestricted	369.30	0.00	369.30	92*0385862	92*0385862
59190	General Fund Unrestricted	1,232.54	0.00	1,232.54	92*0385867	92*0385871
59192	General Fund Unrestricted	10,526.87	0.00	10,526.87	92*0385878	92*0385878
Total Fund 11 General Fund Unrestricted		<u>\$3,854,784.95</u>	<u>\$0.00</u>	<u>\$3,854,784.95</u>		

Checks Written for Period 03/12/14 Thru 04/01/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59019	General Fund Restricted	1,572.78	0.00	1,572.78	92*0382835	92*0382841
59020	General Fund Restricted	1,088.21	0.00	1,088.21	92*0382842	92*0382848
59022	General Fund Restricted	5,575.16	0.00	5,575.16	92*0382854	92*0382856
59023	General Fund Restricted	1,022.92	0.00	1,022.92	92*0382857	92*0382860
59030	General Fund Restricted	979.52	0.00	979.52	92*0382891	92*0382898
59031	General Fund Restricted	2,629.58	0.00	2,629.58	92*0382899	92*0382906
59032	General Fund Restricted	129.01	0.00	129.01	92*0382913	92*0382913
59034	General Fund Restricted	741.91	0.00	741.91	92*0382917	92*0382923
59035	General Fund Restricted	2,169.61	0.00	2,169.61	92*0382924	92*0382930
59036	General Fund Restricted	346.99	0.00	346.99	92*0382935	92*0382935
59039	General Fund Restricted	3,685.87	0.00	3,685.87	92*0382953	92*0382955
59040	General Fund Restricted	6,904.22	0.00	6,904.22	92*0382956	92*0382956
59044	General Fund Restricted	347.23	0.00	347.23	92*0382973	92*0382974
59057	General Fund Restricted	5,095.00	0.00	5,095.00	92*0383227	92*0383236
59058	General Fund Restricted	1,899.00	0.00	1,899.00	92*0383238	92*0383246
59059	General Fund Restricted	1,666.03	0.00	1,666.03	92*0383248	92*0383253
59060	General Fund Restricted	2,638.56	0.00	2,638.56	92*0383254	92*0383259
59061	General Fund Restricted	1,469.68	0.00	1,469.68	92*0383260	92*0383267
59062	General Fund Restricted	441.78	0.00	441.78	92*0383268	92*0383277
59064	General Fund Restricted	81,699.10	0.00	81,699.10	92*0383279	92*0383281
59065	General Fund Restricted	3,470.42	0.00	3,470.42	92*0383282	92*0383287
59066	General Fund Restricted	1,507.49	0.00	1,507.49	92*0383288	92*0383294
59068	General Fund Restricted	9,962.90	0.00	9,962.90	92*0383305	92*0383312
59075	General Fund Restricted	2,706.29	0.00	2,706.29	92*0383340	92*0383343
59076	General Fund Restricted	112.11	0.00	112.11	92*0383346	92*0383346
59077	General Fund Restricted	742.45	0.00	742.45	92*0383353	92*0383355
59078	General Fund Restricted	20,683.73	0.00	20,683.73	92*0383364	92*0383366
59079	General Fund Restricted	3,780.26	0.00	3,780.26	92*0383367	92*0383369
59080	General Fund Restricted	1,286.16	0.00	1,286.16	92*0383375	92*0383383
59082	General Fund Restricted	328.26	0.00	328.26	92*0383394	92*0383394
59091	General Fund Restricted	1,390.00	0.00	1,390.00	92*0383453	92*0383457
59092	General Fund Restricted	2,312.30	0.00	2,312.30	92*0383459	92*0383466
59094	General Fund Restricted	2,466.28	0.00	2,466.28	92*0383474	92*0383478
59096	General Fund Restricted	288.12	0.00	288.12	92*0383482	92*0383488
59100	General Fund Restricted	83.23	0.00	83.23	92*0383500	92*0383500
59101	General Fund Restricted	1,301.54	0.00	1,301.54	92*0383501	92*0383505
59102	General Fund Restricted	25,053.80	0.00	25,053.80	92*0383506	92*0383506
59103	General Fund Restricted	3,631.73	0.00	3,631.73	92*0383507	92*0383511
59108	General Fund Restricted	3,819.88	0.00	3,819.88	92*0383526	92*0383528
59109	General Fund Restricted	2,564.63	0.00	2,564.63	92*0383531	92*0383535
59110	General Fund Restricted	855.12	0.00	855.12	92*0383536	92*0383540

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59111	General Fund Restricted	12,662.53	0.00	12,662.53	92*0383542	92*0383547
59112	General Fund Restricted	25,000.00	0.00	25,000.00	92*0383548	92*0383548
59136	General Fund Restricted	135.01	0.00	135.01	92*0385453	92*0385453
59137	General Fund Restricted	1,140.72	0.00	1,140.72	92*0385454	92*0385459
59139	General Fund Restricted	6,290.18	0.00	6,290.18	92*0385464	92*0385466
59140	General Fund Restricted	1,383.50	0.00	1,383.50	92*0385470	92*0385470
59145	General Fund Restricted	1,784.00	0.00	1,784.00	92*0385485	92*0385487
59146	General Fund Restricted	1,493.65	0.00	1,493.65	92*0385495	92*0385495
59149	General Fund Restricted	4,065.77	0.00	4,065.77	92*0385513	92*0385521
59150	General Fund Restricted	9,605.35	0.00	9,605.35	92*0385522	92*0385522
59151	General Fund Restricted	673.12	0.00	673.12	92*0385528	92*0385536
59152	General Fund Restricted	8,546.00	0.00	8,546.00	92*0385539	92*0385541
59153	General Fund Restricted	1,599.89	0.00	1,599.89	92*0385545	92*0385552
59154	General Fund Restricted	1,127.77	0.00	1,127.77	92*0385557	92*0385557
59155	General Fund Restricted	37,789.78	0.00	37,789.78	92*0385559	92*0385560
59156	General Fund Restricted	7,826.83	0.00	7,826.83	92*0385561	92*0385570
59159	General Fund Restricted	8,532.18	0.00	8,532.18	92*0385587	92*0385588
59162	General Fund Restricted	1,456.54	0.00	1,456.54	92*0385599	92*0385605
59163	General Fund Restricted	3,662.95	0.00	3,662.95	92*0385606	92*0385607
59167	General Fund Restricted	773.09	0.00	773.09	92*0385627	92*0385627
59168	General Fund Restricted	1,168.87	0.00	1,168.87	92*0385633	92*0385639
59169	General Fund Restricted	1,360.00	0.00	1,360.00	92*0385643	92*0385647
59170	General Fund Restricted	360.71	0.00	360.71	92*0385648	92*0385652
59171	General Fund Restricted	2,188.98	0.00	2,188.98	92*0385653	92*0385662
59172	General Fund Restricted	1,490.23	0.00	1,490.23	92*0385664	92*0385664
59173	General Fund Restricted	53,958.29	0.00	53,958.29	92*0385667	92*0385667
59181	General Fund Restricted	1,216.00	0.00	1,216.00	92*0385824	92*0385828
59182	General Fund Restricted	4,388.94	0.00	4,388.94	92*0385830	92*0385831
59187	General Fund Restricted	1,158.88	0.00	1,158.88	92*0385847	92*0385851
59188	General Fund Restricted	2,992.99	0.00	2,992.99	92*0385853	92*0385860
59189	General Fund Restricted	764.47	0.00	764.47	92*0385861	92*0385866
59191	General Fund Restricted	4,739.33	0.00	4,739.33	92*0385873	92*0385876
59192	General Fund Restricted	12,860.36	0.00	12,860.36	92*0385877	92*0385877
Total Fund 12 General Fund Restricted		<u>\$434,645.77</u>	<u>\$0.00</u>	<u>\$434,645.77</u>		

Checks Written for Period 03/12/14 Thru 04/01/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59021	GF Unrestricted One-Time Func	9,762.74	0.00	9,762.74	92*0382849	92*0382853
59033	GF Unrestricted One-Time Func	82,305.07	0.00	82,305.07	92*0382914	92*0382916
59056	GF Unrestricted One-Time Func	16,600.89	0.00	16,600.89	92*0383224	92*0383226
59063	GF Unrestricted One-Time Func	18,454.72	0.00	18,454.72	92*0383278	92*0383278
59066	GF Unrestricted One-Time Func	86.40	0.00	86.40	92*0383290	92*0383290
59074	GF Unrestricted One-Time Func	27,669.54	0.00	27,669.54	92*0383336	92*0383338
59076	GF Unrestricted One-Time Func	3,564.19	0.00	3,564.19	92*0383348	92*0383349
59077	GF Unrestricted One-Time Func	877.90	0.00	877.90	92*0383356	92*0383358
59078	GF Unrestricted One-Time Func	82,236.00	0.00	82,236.00	92*0383361	92*0383363
59093	GF Unrestricted One-Time Func	248.40	0.00	248.40	92*0383470	92*0383470
59095	GF Unrestricted One-Time Func	716.06	0.00	716.06	92*0383480	92*0383481
59112	GF Unrestricted One-Time Func	15,000.00	0.00	15,000.00	92*0383549	92*0383549
59136	GF Unrestricted One-Time Func	446.55	0.00	446.55	92*0385451	92*0385452
59144	GF Unrestricted One-Time Func	10,419.00	0.00	10,419.00	92*0385480	92*0385483
59145	GF Unrestricted One-Time Func	1,091.32	0.00	1,091.32	92*0385484	92*0385490
59146	GF Unrestricted One-Time Func	2,764.80	0.00	2,764.80	92*0385491	92*0385491
59161	GF Unrestricted One-Time Func	39,187.98	0.00	39,187.98	92*0385593	92*0385598
59179	GF Unrestricted One-Time Func	16,963.96	0.00	16,963.96	92*0385814	92*0385814
59180	GF Unrestricted One-Time Func	34,370.37	0.00	34,370.37	92*0385815	92*0385820
59182	GF Unrestricted One-Time Func	2,595.84	0.00	2,595.84	92*0385829	92*0385829
59191	GF Unrestricted One-Time Func	2,346.87	0.00	2,346.87	92*0385872	92*0385875
Total Fund 13 GF Unrestricted One-Time		<u>\$367,708.60</u>	<u>\$0.00</u>	<u>\$367,708.60</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59027	Child Development Fund	1,813.03	0.00	1,813.03	92*0382879	92*0382882
59041	Child Development Fund	398.27	0.00	398.27	92*0382957	92*0382959
59047	Child Development Fund	9,300.00	0.00	9,300.00	92*0382989	92*0382990
59069	Child Development Fund	4,087.95	0.00	4,087.95	92*0383313	92*0383321
59083	Child Development Fund	7,226.94	0.00	7,226.94	92*0383398	92*0383404
59084	Child Development Fund	2,286.93	0.00	2,286.93	92*0383405	92*0383411
59097	Child Development Fund	2,158.18	0.00	2,158.18	92*0383489	92*0383491
59113	Child Development Fund	1,464.67	0.00	1,464.67	92*0383550	92*0383553
59141	Child Development Fund	1,500.16	0.00	1,500.16	92*0385471	92*0385473
59143	Child Development Fund	2,482.08	0.00	2,482.08	92*0385475	92*0385479
59164	Child Development Fund	2,063.91	0.00	2,063.91	92*0385610	92*0385613
59174	Child Development Fund	287.53	0.00	287.53	92*0385668	92*0385668
59193	Child Development Fund	3,533.67	0.00	3,533.67	92*0385879	92*0385886
Total Fund 33 Child Development Fund		<u><u>\$38,603.32</u></u>	<u><u>\$0.00</u></u>	<u><u>\$38,603.32</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59050	Capital Outlay Projects Fund	596.76	0.00	596.76	92*0383001	92*0383002
59071	Capital Outlay Projects Fund	22,738.43	0.00	22,738.43	92*0383325	92*0383328
59088	Capital Outlay Projects Fund	3,000.00	0.00	3,000.00	92*0383433	92*0383433
59099	Capital Outlay Projects Fund	28,510.52	0.00	28,510.52	92*0383495	92*0383497
59105	Capital Outlay Projects Fund	37,607.00	0.00	37,607.00	92*0383517	92*0383517
59158	Capital Outlay Projects Fund	11,152.35	0.00	11,152.35	92*0385579	92*0385583
59197	Capital Outlay Projects Fund	4,640.87	0.00	4,640.87	92*0385894	92*0385897
59198	Capital Outlay Projects Fund	148,394.75	0.00	148,394.75	92*0385898	92*0385898
Total Fund 41 Capital Outlay Projects Fu		<u>\$256,640.68</u>	<u>\$0.00</u>	<u>\$256,640.68</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59026	Bond Fund, Measure E	918.00	0.00	918.00	92*0382878	92*0382878
59028	Bond Fund, Measure E	4,679.20	0.00	4,679.20	92*0382883	92*0382884
59043	Bond Fund, Measure E	17,478.98	0.00	17,478.98	92*0382968	92*0382972
59048	Bond Fund, Measure E	13,101.45	0.00	13,101.45	92*0382991	92*0382994
59049	Bond Fund, Measure E	25,479.79	0.00	25,479.79	92*0382995	92*0383000
59054	Bond Fund, Measure E	6,746.80	0.00	6,746.80	92*0383220	92*0383220
59070	Bond Fund, Measure E	5,739.75	0.00	5,739.75	92*0383322	92*0383324
59085	Bond Fund, Measure E	20,276.16	0.00	20,276.16	92*0383412	92*0383419
59086	Bond Fund, Measure E	15,941.57	0.00	15,941.57	92*0383420	92*0383426
59087	Bond Fund, Measure E	21,406.39	0.00	21,406.39	92*0383427	92*0383432
59098	Bond Fund, Measure E	37,390.94	0.00	37,390.94	92*0383492	92*0383494
59114	Bond Fund, Measure E	4,372.50	0.00	4,372.50	92*0383554	92*0383554
59175	Bond Fund, Measure E	8,603.01	0.00	8,603.01	92*0385669	92*0385669
59194	Bond Fund, Measure E	200.00	0.00	200.00	92*0385887	92*0385887
59195	Bond Fund, Measure E	105,561.55	0.00	105,561.55	92*0385888	92*0385889
59196	Bond Fund, Measure E	80,467.07	0.00	80,467.07	92*0385890	92*0385893
Total Fund 42 Bond Fund, Measure E		<u>\$368,363.16</u>	<u>\$0.00</u>	<u>\$368,363.16</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59199	Property and Liability Fund	2,395.97	0.00	2,395.97	92*0385899	92*0385899
Total Fund 61 Property and Liability Fund		<u><u>\$2,395.97</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,395.97</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59072	Workers' Compensation Fund	498,770.00	0.00	498,770.00	92*0383329	92*0383329
Total Fund 62 Workers' Compensation Fu		<u><u>\$498,770.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$498,770.00</u></u>		

59142	Student Financial Aid Fund	196.70	0.00	196.70	92*0385474	92*0385474
Total Fund 74 Student Financial Aid Fund		<u><u>\$196.70</u></u>	<u><u>\$0.00</u></u>	<u><u>\$196.70</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,854,784.95
Total Fund 12 General Fund Restricted	434,645.77
Total Fund 13 GF Unrestricted One-Time Fund	367,708.60
Total Fund 33 Child Development Fund	38,603.32
Total Fund 41 Capital Outlay Projects Fund	256,640.68
Total Fund 42 Bond Fund, Measure E	368,363.16
Total Fund 61 Property and Liability Fund	2,395.97
Total Fund 62 Workers' Compensation Fund	498,770.00
Total Fund 74 Student Financial Aid Fund	196.70
Grand Total:	<u><u>\$5,822,109.15</u></u>

Checks Written for Period 03/08/14 Thru 03/28/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
311403315	Bookstore Fund	45,915.02	0.00	45,915.02	31*0104185	31*0104202
311403422	Bookstore Fund	237,086.89	99,393.87	137,693.02	31*0104203	31*0104246
311403528	Bookstore Fund	57,678.54	0.00	57,678.54	31*0104247	31*0104276
Total Fund 31 Bookstore Fund		<u><u>\$340,680.45</u></u>	<u><u>\$99,393.87</u></u>	<u><u>\$241,286.58</u></u>		

Checks Written for Period 03/08/14 Thru 03/28/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
711403422	Associated Students Fund	10,847.34	0.00	10,847.34	71*0007086	71*0007090
711403528	Associated Students Fund	154.85	0.00	154.85	71*0007091	71*0007092
Total Fund 71 Associated Students Fund		<u>\$11,002.19</u>	<u>\$0.00</u>	<u>\$11,002.19</u>		

Checks Written for Period 03/08/14 Thru 03/28/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
761403528	Community Education Fund	27,420.86	571.71	26,849.15	76*0006447	76*0006456
Total Fund 76 Community Education Fund		<u><u>\$27,420.86</u></u>	<u><u>\$571.71</u></u>	<u><u>\$26,849.15</u></u>		

Checks Written for Period 03/08/14 Thru 03/28/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
791403315	Diversified Trust Fund	11,071.70	0.00	11,071.70	79*0018392	79*0018405
791403422	Diversified Trust Fund	8,490.01	0.00	8,490.01	79*0018406	79*0018411
791403528	Diversified Trust Fund	48,680.54	0.00	48,680.54	79*0018412	79*0018432
Total Fund 79 Diversified Trust Fund		<u><u>\$68,242.25</u></u>	<u><u>\$0.00</u></u>	<u><u>\$68,242.25</u></u>		

Checks Written for Period 03/08/14 Thru 03/28/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
811403315	Diversified Agency Fund	42,388.83	0.00	42,388.83	81*0044284	81*0044313
811403422	Diversified Agency Fund	15,664.15	0.00	15,664.15	81*0044314	81*0044317
811403528	Diversified Agency Fund	54,993.46	0.00	54,993.46	81*0044318	81*0044347
Total Fund 81 Diversified Agency Fund		<u><u>\$113,046.44</u></u>	<u><u>\$0.00</u></u>	<u><u>\$113,046.44</u></u>		

SUMMARY

Total Fund 31 Bookstore Fund	241,286.58
Total Fund 71 Associated Students Fund	11,002.19
Total Fund 76 Community Education Fund	26,849.15
Total Fund 79 Diversified Trust Fund	68,242.25
Total Fund 81 Diversified Agency Fund	113,046.44
Grand Total:	<u><u>\$460,426.61</u></u>

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

To:	Board of Trustees	Date: April 14, 2014
Re:	Adoption of Resolution No. 14-10 – Establish General Obligation Bond Fund with the Orange County Treasurer	
Action:	Request for Adoption	

BACKGROUND

In accordance with the California Community Colleges Budget and Accounting Manual, a separate General Obligation Bond Fund must be designated to account for the proceeds from the sale of Bonds under Proposition 39, and the associated expenditures related to the acquisition and construction of projects voted and approved by the local property owners.

ANALYSIS

As the District prepares to sell General Obligation Bonds related to Measure Q, a new fund must be opened with the Orange County Treasurer in order to separately account for all issuances and expenditures related to the approved projects. Following the California Community Colleges Budget and Accounting Manual, the District will establish Fund 43 on our books for this purpose. This fund will correspond with County Fund number 2123.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 14-10, Establish General Obligation Bond Fund with the Orange County Treasurer as presented.

Fiscal Impact:	Not applicable	Board Date: April 14, 2014
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

Resolution to Establish General Obligation Bond Fund with the Orange County Treasurer

Resolution No. 14-10

WHEREAS, the Board of Trustees of the Rancho Santiago Community College District (the “District”) adopted Resolution 12-33 on June 18, 2012 ordering an election, and establishing specifications of the election order; and

WHEREAS, on November 6, 2012 the Bond Election was duly held and conducted for the purpose of voting a measure for the authority for general obligation bonds within the boundaries of SFID #1 in the amount of \$198,000,000 (“Measure Q”); and

WHEREAS, the Board of Trustees of the Rancho Santiago Community College District received from the Registrar of Voters/County Clerk-Recorder the Canvass Certificate and Official Statement of Results of the Bond Election in which more than fifty-five percent of the votes cast on Measure Q were in favor of issuing the aforementioned bonds; and

WHEREAS, the Board of Trustees of the Rancho Santiago Community College District adopted Resolution 13-05 on February 4, 2013 entering into the minutes election results showing 72.6% approval rate and certifying all proceedings in the November 6, 2012 General Obligation Bond Election; and

WHEREAS, the Education Code 15140 provides that the Governing Board shall issue bonds on behalf of the District in order to purchase facilities, renovate, repair, make improvements and otherwise carry out the authorized projects.

NOW, THEREFORE BE IT RESOLVED AND DECLARED THAT, the Board of Trustees of the Rancho Santiago Community College District authorizes the Orange County Treasurer to establish Fund 2123 for the recording of the financial transactions of the 2012 Measure Q General Obligation Bonds.

ADOPTED, SIGNED AND APPROVED this 14th day of April, 2014.

President of the Board of Trustees of
Rancho Santiago Community College District

I, Claudia C. Alvarez, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 14th day of April, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of Rancho Santiago
Community College District

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

To:	Board of Trustees	Date:	April 14, 2014
Re:	Approval of Investment Banking and Underwriting Services Agreement with Piper Jaffray & Co.		
Action:	Request for Approval		

BACKGROUND

On November 6, 2012, Measure Q was passed with 72.6% voter approval. Measure Q authorizes the Santa Ana College School Facilities Improvement District No. 1 to issue \$198,000,000 in General Obligation Bonds to finance capital improvements at Santa Ana College. With the recent award of bid for the renovation of Dunlap Hall, Measure Q funds will be needed to pay for the construction and renovation of the project. The first bond issuance will also fund the infrastructure and central plant projects. It is anticipated that the first issuance of bonds will be for \$70 million. The District will need investment banking and underwriting services for the issuance of authorized bonds. The preparation for sale, the credit rating process and the actual sale of the bonds traditionally takes forty-five to ninety days to complete.

ANALYSIS

A Request for Qualifications (RFQ# 13/14-01) was mailed to twelve investment banking firms which had expressed a prior interest in participating in the process. The RFQ was also published on the District's website on October 22, 2013. Responses were due on November 14, 2013. Six investment banking firms responded to the RFQ. After consultation with the Board Fiscal Audit Review Committee at the November 18, 2013 meeting, it was suggested that an independent technical review committee be formed to evaluate the RFQ responses and prepare a recommendation. Members of the review committee included Chris Lombardo, the Director of Business Services for Orange County Department of Education, Daniela Thompson, Coast Community College District's Administrative Director of Fiscal Services, Rodrigo Garcia, North Orange County Community College District's Director of Fiscal Affairs, along with Richard Kudlik, Manager, Fiscal Services and Adam O'Connor, Assistant Vice Chancellor Fiscal Services, representing RSCCD. After thoroughly reviewing all RFQ responses, the committee unanimously selected Piper Jaffray & Co. as the top proposal and recommends that the District engage their services for the issuance of Measure Q bonds.

The underwriters are compensated as a negotiated percentage of the par amount from the proceeds of the sale of each issuance of bonds. These negotiated rates will be based on the size of each issuance and on market conditions at the time of each sale of bonds. The proposed underwriting services rates will also be compared with rates of similar sizes in order to remain competitive.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with Piper Jaffray & Co. to provide investment banking and underwriting services for the issuance of Measure Q bonds as presented.

Fiscal Impact:	Negotiated rates	Board Date:	April 14, 2014
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

AGREEMENT FOR INVESTMENT BANKING SERVICES

THIS AGREEMENT, made this ___ day of _____, 2014, by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (hereinafter referred to as the “District”) party of the first part, and PIPER JAFFRAY & CO., 2321 Rosecrans Avenue, Suite 3200, El Segundo, California, (hereinafter referred to as “Piper Jaffray”), party of the second part:

WITNESSETH

WHEREAS, the District has developed a comprehensive Facilities Master Plan for construction of the improvements required on its Santa Ana College campus; and

WHEREAS, the District placed a bond measure, Measure Q, on the ballot on November 6, 2012 to finance the improvements to the Santa Ana College campus. The ballot measure received 72.6% approval from the voters of the Santa Ana College Improvement District No 1 of the Rancho Santiago Community District (hereinafter referred to as “SFID No. 1”). Measure Q authorizes the District to sell \$198,000,000 in General Obligation Bonds (hereinafter referred to in whole or in separate series as the “Bonds”) and consequently levy a tax on certain property located within SFID No. 1 to provide for repayment of the Bonds issued; and

WHEREAS, the District requires the services of a third party to structure, sell and underwrite or place the bonds authorized under Measure Q. The District consequently released its Request for Qualifications for Investment Banking / Bond Underwriting Services on October 22, 2013. Piper Jaffray submitted its response on the due date, November 14, 2013, which detailed the services to be provided and the professionals that would provide those services. The District subsequently administered a selection process and awarded the role contemplated in the RFQ to Piper Jaffray on April ___, 2014.

NOW, THEREFORE, it is mutually agreed as follows:

I. SERVICES TO BE PROVIDED

The District hereby employs Piper Jaffray and Piper Jaffray hereby accepts such employment from the District to perform the following services upon the terms, subject to the conditions, and in consideration of the payments as hereinafter set forth:

- a) Develop a timetable of events that incorporates all of the tasks required for the capital raising and help coordinate the financing team to ensure tasks are completed according to the timetable.
- b) Attend and/or participate in committee and Governing Board meetings related to the financing as well as provide ongoing information to District staff and the finance team regarding the status of the financing.
- c) Prepare a financial plan for the issuance of all series of the Bonds, by way of negotiated public offering or direct placement, including pro forma cash flows and other quantitative elements that incorporate the sensitivity to interest rates, as well as illustrate the tax rate projections post-issuance for each individual issuance.

- d) Work with Legal Counsel to prepare transaction documents, including, when applicable, assisting in the preparation and review of the Preliminary and Final Official Statements, as well as provide all support services necessary to members of the financing team for completion of the financing.
- e) Prepare materials and participate in presentations to national credit rating agencies regarding the District's financial condition, demographics and proposed bond issues, whenever necessary to obtain a credit rating to achieve favorable interest rates for the Bonds.
- f) Manage the negotiated public sale of the Bonds, including the development and presentation of a marketing plan, execution of the marketing plan, pricing of the Bonds, procurement of customer orders and the provision of a firm commitment to purchase all Bonds issued, as contemplated and detailed in the Bond Purchase Contract to be executed between the District and Piper Jaffray at the time of sale, or manage the placement of the Bonds with a financial institution on a best efforts basis.
- g) Assist with the post-sale tasks to ensure a successful closing including, when applicable, review of all documentation, procurement of CUSIPs for the Bonds, arrangement of DTC book-entry and preparation of the Closing Memorandum that details the closing instructions and flow of funds.

II. REGULATORY DISCLOSURES

As an underwriter or placement agent, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning the Bonds. Attached to this Agreement are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the District by contract with us, and that you are not a party to any conflict of interest relating to the Bonds. If our understanding is incorrect, please notify the undersigned immediately.

In accordance with the requirements of MSRB Rule G-17, this Agreement will be supplemented to provide disclosures of the material financial characteristics of the financing structure of the Bonds as well as the material financial risks of the financing that are known to us and reasonably foreseeable.

III. COMPENSATION

The compensation for the services provided, including underwriting or placement of the Bonds, or a single issue of the Bonds, termed, as applicable, the "underwriter's discount" or the "placement agent fee", is based on the gross par amount and is not to exceed 0.65% of such amount. The final compensation will be delineated in the Bond Purchase Contract or Placement Agent Agreement, as applicable, entered into between the District and Piper Jaffray and will be based on the market conditions at the time of sale and then recent sales of comparable issues.

III. NATURE OF THIS AGREEMENT

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us, upon written notice, for any reason. Although you intend or reasonably expect to use Piper Jaffray as an underwriter or placement agent respecting the Bonds, this engagement is subject to any applicable procurement laws and the formal approval of Piper Jaffray as underwriter or placement agent by your board or governing body, and is also subject to mutual agreement as to the final structure for the Bonds and the terms of a Bond Purchase Contract, Placement Agent Agreement or similar agreement. This Agreement does not constitute a commitment by Piper Jaffrey to purchase or underwrite the Bonds.

IV. GOVERNING LAW

This Agreement is governed by the laws of the State of California, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The District and Piper Jaffray each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

V. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party.

VI. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect.

This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both the District and Piper Jaffray, except that to the extent that any term of an executed Bond Purchase Contract conflicts with the terms of this Agreement, in which case the terms of the Bond Purchase Contract shall have precedence.

VII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or email shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the District and Piper Jaffray have each caused this Agreement to be executed by its duly authorized officer, as of the date set forth above.

Accepted and agreed by:
RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Accepted and agreed by:
PIPER JAFFRAY & CO.

Signature

Signature

Name

Name

Title

Title

APPENDIX A

Disclosures Pursuant to MSRB Rule G-17

March 26, 2014

Peter J. Hardash
Vice Chancellor for Business Operations and Fiscal Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640

Re: Disclosure Required For Issuing Bonds
Rancho Santiago Community College District on behalf of the
Santa Ana College Improvement District No. 1 (SFID No. 1)
General Obligation Bond Authorization for Improvements to
Santa Ana College Campus (Measure Q) 2014

Dear Mr. Hardash:

Thank you for engaging Piper Jaffray & Co. to serve as your underwriter. We are writing to provide you with certain disclosures relating to the captioned bond issue (the Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter and other matters relating to an underwriting of the Bonds.

Our Role as Underwriter:

In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
- (iv) The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

- (v) The underwriter will review the official statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.¹

Our Compensation:

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest:

We have entered into an agreement with Pershing LLC which enables us to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under the agreement, we could share with Pershing LLC a portion of the fee or commission paid to us as underwriter.

We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Piper Jaffray & Co. has entered into an agreement with UnionBanc Investment Services LLC which enables UnionBanc Investment Services LLC to distribute certain new issue municipal securities underwritten by or allocated to Piper Jaffray & Co. which could include the Bonds. Under the agreement, we could share with UnionBanc Investment Services LLC a portion of the fee or commission paid to Piper Jaffray & Co.

Risk Disclosures:

In accordance with the requirements of MSRB Rule G-17, this letter will be supplemented to provide disclosures of the material financial characteristics of the financing structure of the Bonds as well as the material financial risks of the financing that are known to us and reasonably foreseeable.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

PiperJaffray®

It is our understanding that you are authorized or are expected to be authorized to sign the bond purchase agreement with us. If our understanding is incorrect, please notify the undersigned immediately.

Under MSRB Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address above.

Thank you.

Sincerely,

Trennis Wright
Vice President
Piper Jaffray & Co.

Acknowledgement:

Peter J. Hardash
Vice Chancellor for Business Operations and Fiscal Services
Rancho Santiago Community College District

Date: _____

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

To:	Board of Trustees	Date: April 14, 2014
Re:	Adoption of Resolution No.14-15 – Agreement for Energy Conservation Services with Sun Industries for the LED Lighting Conversion at Santa Ana College	
Action:	Request for Adoption	

BACKGROUND:

On November 6, 2012, Proposition 39 was passed by the voters that will provide energy efficient project funds for California K-12 and community colleges for a period of five years. Rancho Santiago Community College District has been awarded Proposition 39 funds in addition to qualifying for possible energy rebates through the California Community Colleges Investor Owned Utilities (CCCIU) program. This project along with the Retro-Commissioning of Science Building at Santiago Canyon College were the two projects submitted to the CCCIU to qualify for Year 1 Proposition 39 funding, and so that the District could have construction ready projects to implement. The LED Lighting project at Santa Ana College was identified as an energy efficient project and reviewed in partnership with the CCCIU and Southern California Edison to deem the project eligible. The CCCIU reviewed the District's application along with the energy efficiency report prepared by consultant engineers. Proposition 39 funds in the amount of \$1,017,539 have been allocated and received by the District for both projects. The Proposition 39 funds allocated to this project is approximately \$783,505. Other current estimated energy saving rebates from utilities is approximately \$154,472. As a condition of receiving the Proposition 39 funds, the project must be completed by June 30, 2014 and will need to comply with all state mandates for procurement, expenditure reporting and auditing requirements.

ANALYSIS:

As a condition of receiving funding from Proposition 39, the District is required to undertake a procurement method that complies with the Proposition 39 guidelines for implementation of projects. The District is in compliance with the Proposition 39 guidelines. The District has undertaken a Request for Proposal (RFP) and solicitation process utilizing a best value criteria review as defined in Public Contract Code 20133(c)(1) including compliance with Proposition 39 and Government Code 4217.10 - 4217.18.

A Request for Proposal (RFP) #1314-45 was released on March 6, 2014 and responses were due on March 21, 2014. The District received proposals from Sun Industries and Graphic Electric Inc. A panel of three committee members reviewed the proposals and interviews were held on

March 25, 2014 with both respondents. Utilizing a best value criteria and evaluation of providers, experience with similar projects, understanding of scope and the ability to meet the schedule of completion, it was determined Sun Industries is the best qualified provider. The evaluation has been completed in compliance with Public Contract Code 20133(c)(1) including compliance with Proposition 39 and Government Code 4217.10 - 4217.18. The RFP, resolution and agreement have been reviewed and approved by legal counsel, Bryce Chastain.

This project will start on April 28, 2014 with an anticipated completion date of June 30, 2014. The total cost of the contract is \$1,207,000.

This project is funded by Proposition 39, utility rebates and capital facilities funds.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 14-15 – Agreement for Energy Conservation Services with Sun Industries for the LED conversion project at Santa Ana College.

Fiscal Impact:	\$ 1,207,000	Board Date: April 14, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facilities Planning & District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

**RESOLUTION CONSIDERING AGREEMENT FOR
ENERGY CONSERVATION SERVICES WITH SUN
INDUSTRIES FOR LED LIGHTING CONVERSION AT
SANTA ANA COLLEGE PURSUANT TO GOVERNMENT
CODE SECTION 4217.10-18, MAKING CERTAIN
FINDINGS REQUIRED FOR APPROVAL OF ENERGY
CONSERVATION SERVICES AGREEMENT**

RESOLUTION NO. 14-15

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") finds it to be in the best interests of the District to implement projects to promote energy efficiency and renewable energy production to achieve energy cost reductions;

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") has undertaken a Request for Proposal (RFP) #1314-45 released on March 6, 2014 with a response deadline of March 21, 2014;

WHEREAS, the selection committee was thorough in their review of all respondents that participated in the RFP;

WHEREAS, the approved companies are able to provide and construct energy efficient improvements to the district under the rules of California Government Code Sections 4217.10 through 4217.18;

WHEREAS, Government Code sections 4217.10 through 4217.18 authorize the District's Board of Trustees, without advertising for bids, to enter into one or more energy service contracts with any person or entity, pursuant to which that person or entity will provide electrical or thermal energy or conservation services to the District, which may comprise or include an energy conservation facility, if the anticipated cost to the District for thermal or electrical energy or conservation services provided under the contract(s) is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of those energy service contracts;

WHEREAS, District staff reviewed the qualifications and proposal presented by SUN INDUSTRIES to conduct and provide LED Lighting Conversion services as outlined per Request for Proposals #1314-45, and has found SUN INDUSTRIES' qualifications to be bona fide and adequate to provide such services;

WHEREAS, District staff reviewed the qualifications presented by NEWCOMB ANDERSON McCORMICK to conduct and provide assessment of college district energy usage, energy needs and opportunities to reduce energy expenses, and found NEWCOMB ANDERSON McCORMICK's qualifications to be bona fide and adequate to perform such services;

WHEREAS, District staff reviewed the qualifications presented by FACILITIES PLANNING AND PROGRAM SERVICES, INC.'S, to conduct and provide analysis of energy conservation project costs, and found FACILITIES PLANNING AND PROGRAM SERVICES, INC.'S, qualifications to be bona fide and adequate to perform such services;

WHEREAS, NEWCOMB ANDERSON McCORMICK and SOUTHERN CALIFORNIA EDISON ("Edison") assessed the feasibility of realizing actual energy and fiscal savings by performing retrofits of existing lighting systems to LED (light emitting diode) systems to reduce the District's energy consumption and expense, and FACILITIES PLANNING AND PROGRAM SERVICES INC. assisted in comparing those anticipated savings against anticipated costs of the retrofits of existing lighting systems to LED (light emitting diode) systems ("Analysis" see attached Exhibit A) upon which the Board and District administration and staff have relied;

WHEREAS, SUN INDUSTRIES has offered to enter into a contract with the District for the implementation of retrofits of existing lighting systems to LED (light emitting diode) systems ("Contract") as energy conservation services;

WHEREAS, the Analysis demonstrates that the cost of the Contract to the District for the conservation services provided thereunder is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Contract ("Savings");

WHEREAS, the attached Exhibit A, reflecting the results of the Analysis, demonstrates that the project is in compliance with Proposition 39 guidelines and has a Savings to Investment Ratio (SIR) of 1.05 or higher, and the SIR for this LED Lighting Conversion project is 6.12 with a cumulative SIR for all Proposition 39 projects submitted is 1.37;

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

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Energy Savings Findings. The District's Board of Trustees finds that the cost of the Contract to the District for the thermal or electrical energy or conservation services provided thereunder is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Contract and that it is in the best interest of the District to approve and enter into the Contract.

Section 3. Energy Conservation Services Contract Approval. The form of the Contract by and between the District and SUN INDUSTRIES, presented herewith is hereby approved. The Chancellor or Chancellor's designee is hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver to SUN INDUSTRIES the Contract and related documents as necessary to carry out the Contract, subject to such minor changes thereto as such officer or person may require and approve, with the approval of District counsel.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 14th of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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

President of the Board of Trustees
Rancho Santiago Community College District

I, Claudia C. Alvarez, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 14th of April, 2014, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 14th day of April 2014.

Clerk of the Board of Trustees
Rancho Santiago Community College District

Exhibit A

CCC Proposition 39 Project Cost Effectiveness Calculator

Please complete blue-shaded cells.

<p>Project Name: SAC Interior and Exterior Lighting, SCC <u>RCx</u></p> <p>District: <u>Rancho Santiago CCD</u></p> <p>Campus: <u>Santa Ana College, Santiago Canyon College</u></p>	<p>Building Name: District Wide <u>3-013-1467-32, 3-005-2432-87, 3-000-</u></p> <p>Account Number(s): <u>2960-76</u></p> <p>Building Type: <u>Various</u></p>	<p>Average Energy Costs*</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: right;">\$ 0.13</td> <td style="width: 20%; text-align: left;">/kWh</td> </tr> <tr> <td style="text-align: right;">\$ 0.80</td> <td style="text-align: left;">/thm</td> </tr> </table>	\$ 0.13	/kWh	\$ 0.80	/thm
\$ 0.13	/kWh					
\$ 0.80	/thm					

Application Summary

Project type: <u>Retrofit</u>	Effective Useful Life of Project (yrs): <u>specified</u>																																																																		
ENERGY EFFICIENCY PROJECT																																																																			
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*Average energy costs represent year 1 cost of saved energy including demand charges

**individual project-level SIRs are dependent on the grouping shown. Adding or removing projects may change the project-level SIR, due to the incentive capping effects.

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

To:	Board of Trustees	Date: April 14, 2014
Re:	Approval of Agreement with Ninyo & Moore for Materials Testing and Inspection Consulting Services for the Dunlap Hall Renovation Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for materials testing and inspection consulting services for the Dunlap Hall Renovation project at Santa Ana College. Materials testing and inspection services are required during the course of construction and is also a Division of State Architect requirement for this project.

ANALYSIS:

A Request for Qualifications (RFQ) #1314-03 for materials testing and inspection services was released on August 28, 2013, with a due date of September 10, 2013. Eight firms responded to the RFQ. A panel of five committee members reviewed the responses on September 11, 2013. All firms were deemed qualified for the shortlist.

A Request for Proposal (RFP) #1314-48 for Materials Testing & Inspection Services was released to four of the pre-qualified firms on March 11, 2014 with a due date of March 19, 2014. The District received three responses from Southwest Inspection & Testing, Ninyo & Moore, and C.E.M. Lab. A panel of three members convened on March 27, 2014 to review the proposals and conducted an interview with Ninyo & Moore on March 27, 2014. The selection and interview committee recommends Ninyo & Moore by consensus based upon a thorough review and the culmination of their RFP response, experience, approach to the project, and interview performance. In the interview, the new team members demonstrated an appropriate depth of knowledge of the scope of work and the type of inspection to be performed.

Hourly rates average \$99 per hour with the highest hourly rate being \$154 and the lowest \$58. The cost of this contract is a not to exceed fee of \$169,849.

The services covered by this agreement will commence April 15, 2014 and ends December 31, 2015.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Ninyo & Moore for Materials Testing and Inspection Services for the Dunlap Hall Renovation project at Santa Ana College as presented.

Fiscal Impact:	\$169,849	Board Date: April 14, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 4/14/14

Project: **Dunlap Hall Renovation**

Site: **Santa Ana College**

Consultant: **Ninyo & Moore**

Type of Service: **Materials Testing and Inspection**

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Contract Amount		\$169,849.00	\$ -	4/15/2014	12/31/2015
Total Agreement Amount		\$169,849.00			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Materials testing and inspection consulting services for the Dunlap Hall Renovation Project at Santa Ana College

Total Proposed Amount:

\$169,849.00

Contract End Date:

12/31/2015

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

To:	Board of Trustees	Date: April 14, 2014
Re:	Approval of Amendment with Knowland Construction Services for DSA Inspector of Record, Testing & Inspection Services for the Planetarium, Parking Lot #11 and Temporary Village at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement. On March 10, 2014 the Board approved an agreement with Knowland Construction Services for a Division of State Architect (DSA) Inspector of Record, Testing and Inspection Services for Santa Ana College projects, including Tessman Planetarium Renovation, Parking Lot 11 and the Temporary Villages. At the request of the DSA, the District is being asked to hire an additional DSA-certified inspector for this project due to the scope of the multiple ongoing projects.

ANALYSIS:

A Request for Proposal #1314-34 for Inspection Services was released to three of the pre-qualified firms on January 27, 2014 with a due date on February 5, 2014. The District received three responses from Knowland Construction Services, PC Associates and Sandy Pringle Associates. A panel convened on February 13, 2014 to review the proposals. It is recommended that the District enter into an agreement with Knowland Construction Services to provide DSA mandated inspection services for the Tessman Planetarium, Parking Lot#11 and Temporary Village project at Santa Ana College. The selection and interview committee recommends Knowland Construction Services by consensus based on their ability to work within the construction schedule, understanding of the scope of work, type of inspection needed for the project, and the experience of the inspectors.

The services covered by this agreement commenced March 1, 2014 and ends December 31, 2014. The increase is for an additional full-time DSA inspector in the amount of \$76,800 at an hourly rate of \$60. The revised contract total for the project will be \$166,400.

This agreement is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Knowland Construction Services for DSA Inspector of Record, Testing and Inspection Services for the Planetarium, Parking Lot #11 and Temporary Village project at Santa Ana College as presented.

Fiscal Impact:	\$76,800	Board Date: April 14, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 4/14/2014

Project: Planetarium Parking Lot #11 and Temporary Village Site: Santa Ana College

Consultant: Knowland Construction Services

Type of Service: DSA Inspector of Record, Testing & Inspection

Agreement Summary	Amount	Reimbursables	Start	Duration End
Amendment Amount	\$76,800.00	\$ -	3/1/2014	12/31/2014
Total Agreement Amount	\$166,400.00			
	<i>(Not to exceed)</i>			

DESCRIPTION:

DSA Inspector of Records, Testing and Inspection
at Santa Ana College

Total Proposed Amount:

\$76,800.00

Contract End Date:

12/31/2014

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

To:	Board of Trustees	Date: April 14, 2014
Re:	Approval of Agreement with Knowland Construction Services for DSA Inspector of Record, Testing & Inspection Services for the Dunlap Hall Renovation Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for Division of State Architect (DSA) Inspector of Record, Testing and Inspection Services for the Dunlap Hall Renovation Project at Santa Ana College. As required for all major construction projects, the District must hire a DSA-certified inspector to ensure the project is constructed in accordance with the DSA approved plans.

ANALYSIS:

A Request for Proposal #1314-49 for Inspection Services was released to three of the pre-qualified firms on March 11, 2014 with a due date on March 19, 2014. The District received three responses from Knowland Construction Services, PC Associates and Sandy Pringle Associates. A panel convened on March 24, 2014 to review the proposals and interviewed Knowland Construction Services on March 27, 2014. It is recommended that the District enter into an agreement with Knowland Construction Services to provide DSA mandated inspection services for the Dunlap Hall Renovation project at Santa Ana College. The selection and interview committee recommends Knowland Construction Services by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, approach to the project and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, and type of inspection needed for the project.

The services covered by this agreement shall commence April 15, 2014 and ends December 31, 2015. Knowland Construction Services will provide a full-time inspector for an estimated total cost of \$184,800 at an hourly rate of \$70.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Knowland Construction Services for DSA Inspector of Record, Testing and Inspection Services for the Dunlap Hall Renovation project at Santa Ana College as presented.

Fiscal Impact:	\$184,800	Board Date: April 14, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 4/14/2014

Project: Dunlap Hall Renovation

Site: Santa Ana College

Consultant: Knowland Construction Services

Type of Service: DSA Inspector of Record, Testing & Inspection

Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
					End	
Contract Amount		\$184,800.00	\$ -	4/15/2014	12/31/2015	
Total Agreement Amount		\$184,800.00				
		<i>(Not to exceed)</i>				

DESCRIPTION:

DSA Inspector of Records, Testing and Inspection
at Santa Ana College

Total Proposed Amount:

\$184,800.00

Contract End Date:

12/31/2015

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

To:	Board of Trustees	Date: April 14, 2014
Re:	Approval of Release and Settlement Agreement between Optima RPM, Inc. and the Rancho Santiago Community College District for the Building "G" Renovations project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On April 15, 2013, the Board of Trustees awarded a contract to Optima RPM, Inc. for Bid #1189, Building "G" Renovations project at Santa Ana College. A Notice of Completion was previously recorded at the County Recorder's Office for the Building "G" Renovations on February 5, 2104 and approved by the Board of Trustees on February 3, 2014.

Optima RPM issued a claim citing a delay of 45 days due to unforeseen conditions related to changes in the design, delivery and installation of the storefront entry to Building "G". Optima estimated the impact at 45 days and a cost of \$21,976.20. Staff reviewed Optima's claim for delay and found that while there was some merit to the claim it was significantly less than Optima's initial presentation.

ANALYSIS:

The District entered into a period of good faith negotiations and conducted a due diligence review of additional documents provided by Optima RPM, Inc. Staff met with Optima to discuss a potential settlement subject to the contractor presenting additional supporting documentation, in accordance with the contract terms and conditions. After meeting and reviewing information supplied by Optima staff determined the cost of the delay to be \$4,928. Legal counsel reviewed the analysis and prepared a Release and Settlement Agreement that outlined all remaining funds owed including the settlement amount of \$4,928.

The District requested and reviewed a cost of work breakdown to review the invoicing amount against the contractor's cost of work to evaluate the merits of the claim and billing error and omission. Optima RPM, Inc. provided a comparison matrix with supplementary documents and vendor invoicing for District evaluation. Based upon the review and after further settlement negotiations where legal counsel was consulted with, the District has agreed on a final payment amount of \$33,961.72 which includes all remaining contract funds, retention, and payment for extra work, delay claim or any other costs associated with the project. In order to avoid any future potential contractor claims against the District, legal counsel, Hugh Lee has prepared a Release and Settlement Agreement between Optima RPM, Inc. and the District. Optima RPM has agreed to the settlement amount and has executed the agreement.

The District upon further approval by the Board for this Settlement Agreement and per the terms of the Settlement Agreement will release Final Retention in the amount of \$19,967.12 and pay the additional settlement amount of \$4,928. Upon further receipt of release documents related to a stop notice issued by Trinity Equipment Rental the District shall also release \$9,066 being withheld by the District for a final payment of \$33,961.72. The final amount to be paid to Optima RPM, Inc. for the Building “G” project is \$33,961.72 accounting for all change orders, deducts, retention and final settlements.

This contract is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Release and Settlement Agreement between Optima RPM, Inc. and the Rancho Santiago Community College District for the Building “G” Renovations project at Santa Ana College as presented.

Fiscal Impact:	\$4,928.00	Board Date: April 14, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made and entered into on this 15th day of April, 2014, by and between Optima Reengineering and Project Management ("Optima") and the Rancho Santiago Community College District ("District"). Optima and the District are also referred to herein collectively as the "Parties".

RECITALS

A. On or about April 15, 2013, the District and Optima entered into a construction contract for Bid No. 1189 – the Building "G" Renovations project at Santa Ana College ("Project"). A copy of the contract is attached hereto as Exhibit "A" ("Contract").

B. Optima claims that it was delayed on the Project and is owed delay costs. The District disputes Optima's delay claim and contends Optima is responsible for associated costs.

C. The Parties now wish to globally, fully and finally forever compromise, and resolve all rights and claims Optima may have arising or in any manner related to the Project subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the exchange of valuable consideration, including the covenants and conditions of this Agreement, the receipt and sufficiency of which is acknowledged, and based on the Recitals set forth above which form a part of this Agreement, the Parties agree to the following terms and conditions:

AGREEMENT

1. Payment by District, Acceptance by Optima

a. The Parties have agreed to a total payment of Thirty-Three Thousand Nine Hundred Sixty-One Dollars and Seventy-Two Cents (\$33,961.72) which includes any and all remaining contract funds, retention, payment for extra work, delay claim or any damages, or any other costs associated with the Project. Payment will be distributed as set forth in Paragraphs 1.b, 1.c and 1.d below. Optima shall accept the amount set forth in this Paragraph as full and final payment for any and all costs and claims that have been, or could be raised by Optima arising from the Project.

b. \$19,967.12 for all retention on the Project will be invoiced separately by Optima and paid by the District in accordance with the Contract.

c. \$4,928 for settlement of all costs and claims, including but not limited to delay claims and costs, related to the Project, to be paid by the District not later than 30 days after approval of this Agreement by the District's Board of Trustees, and the Parties executing this Agreement. The remaining funds to be paid to Optima pursuant to this Agreement (\$9,066.60) are being withheld by the Rancho Santiago Community College District due to the stop notice issued by Trinity Equipment Rental pursuant to Civil Code section 9358.

d. Upon receipt of the following documents from Trinity Equipment Rental, the District will release the corresponding amount being held pursuant to the stop notice: (1) an original release of stop notice; and (2) an Unconditional Waiver and Release Upon Final Payment in accordance with Civil Code §8138 from the claimant (collectively "Release Documents"). Once all of the Release Documents for Trinity Equipment Rental has been provided to the District, the District will release any remaining withheld funds so that the total amount received by Optima pursuant to this Agreement will equal \$33,961.72.

2. Release & Waiver

Upon receipt of the amount set forth in Paragraph 1 above, Optima (and its parent companies, subsidiaries, affiliated companies, directors, partners, stockholders, agents, representatives, employees, successors, heirs, executors, administrators, assigns and all other entities, persons, firms, associations, insurers, sureties, or corporations connected with them), hereby releases and forever discharges the District and its, governing Board, officers, directors, partners, employees, agents, representatives, servants, attorneys, consultants, successors, heirs, executors, administrators, and all other entities, persons, firms, associations, partnerships, insurers, architects, engineers or corporations connected with it, from and against any and all actions, causes of action, actual or potential claims, liabilities, demands, damages, losses, costs and expenses of any nature whatsoever, whether known or unknown, fixed or contingent arising out of or in any way related to any and all costs and claims arising from the Project.

Optima expressly, voluntarily and knowingly waives the application of California Civil Code §1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3. Amendments

This Agreement may be amended or supplemented only by mutual consent of the Parties and set forth in a written document executed by the Parties.

4. Entire Agreement

This Agreement shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

5. Binding Effect and Benefits

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights,

remedies, obligations or liabilities under or by reason of this Agreement.

6. Assignability

Neither this Agreement nor any of the Parties' rights hereunder shall be assignable by any of the Parties without the prior written consent of the other Party.

7. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to any applicable conflicts of law, including all matters of construction, validity and performance.

8. Attorneys' Fees

Should any litigation or arbitration be commenced between the Parties hereto or their representatives concerning any provision contained in this Agreement or the rights and duties of any person or entity hereunder, solely as between the Parties hereto or their successors, the prevailing party in such proceeding will be entitled to the reasonable attorneys' fees and expenses of counsel, and other fees and costs reasonably incurred in the course of such litigation or arbitration.

9. No Interpretation Against Drafter

This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty and ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California.

10. Right to Seek Advice of Counsel

The Parties, and each of them, acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed the Agreement after review by such independent counsel. Prior to executing the Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this Agreement.

11. Severability

The validity, legality or enforceability of the remainder of this Agreement will not be affected even if one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable in any respect.

12. Further Assurances and Authority to Bind

Each of the Parties warrants and represents that they have fulfilled all corporate and municipal formalities to enter into this Agreement, and be bound by the terms of this Agreement.

Each of the signatories warrants and represents that each of them has binding authority of the entity on whose behalf he/she is signing this Agreement. Further, the Parties agree to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the terms and conditions of this Agreement.

13. Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Headings

The various headings of the Paragraphs of this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto duly execute this Agreement on the date first set forth above.

Optima Reengineering and Project Management

Rancho Santiago Community College District

By: *Mayke E. Hanna*

By: _____

Name: *Mayke E. Hanna*

Name: Peter J. Hardash

Title: *V.P. Construction Operations*

Title: Vice Chancellor, Business
Operations/Fiscal Services

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT, dated the 24 day of APRil, 2013, in the County of Orange, State of California, is by and between Rancho Santiago Community College District, (hereinafter referred to as "DISTRICT"), and Optima RPM, Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as Bid # 1189/ Santa Ana College Building "G" Miscellaneous Upgrades according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of FOUR HUNDRED NINETEEN THOUSAND DOLLARS***** Dollars (\$419,600.00).

4. The work shall be commenced on or after the first day (1st) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within Seventy Five (75) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars Dollars (\$1,000.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

(Optional, Additional Provision:) **Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. **OPTIONAL: Hold Harmless and Indemnification.** To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;

- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000.00

and

Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000.00

Property Damage Insurance in an amount not less than \$1,000,000.00

Course of Construction Insurance without exclusion or limitation in an amount not less than \$ Value of Contract

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage

insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.


10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA, and that Maykel Hanna, whose title is VP/Secretary, is authorized to act for and bind the corporation.

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

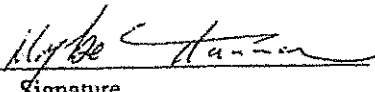
By: 
Signature *4/24/13*

Peter J. Hardash
Print Name

Vice Chancellor - Business Operations

and Fiscal Services
Title

CONTRACTOR

By: 
Signature

Maykel Hanna
Print Name

Secretary

Title

961714

Contractor's License No.

36-4690535

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

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

To:	Board of Trustees	Date: April 14, 2014
Re:	Approval to Reject all Bids - Bid #1218 - Off-Site Improvement Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On March 18, 2014, Bid #1218 was opened for the Off-Site Improvement Project at Santa Ana College.

ANALYSIS:

The District received four bids on the project. Bids ranged from a low of \$403,792 to \$510,000. The apparent low bidder was C.S. Legacy Construction, Inc. at \$403,792.

Staff has conducted a due diligence review and reference check. Staff is currently re-evaluating the scope of work, the budget, and construction schedule and does not recommend awarding the bid at this time. Per Public Contract Code Section 20651, the Board of Trustees has the right to reject all bids.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids in Bid #1218 - Off-Site Improvement Project at Santa Ana College as presented.

Fiscal Impact:	NA	Board Date: April 14, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: April 14, 2014
Re:	Approval of Agreement with WLC Architects, Inc. for Architectural and Engineering Consulting Services for the Building D Renovations at Santiago Canyon College.	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural services related to the Building D Renovation of the Santiago Canyon College. The District is in need of professional services for the design and related work including programming for the interior upgrades. Last summer in 2013, the District undertook a roof replacement project for Building D due to ongoing roof leaks. It was also determined that additional upgrades were needed to the interior of the building.

ANALYSIS:

The District released a Request for Qualifications (RFQ) #1314-03 and advertised it on August 16, 2013. Ninety-six firms were sent the RFQ. The deadline for response was due on September 5, 2013 and thirty-three firms responded. A panel of six committee members reviewed the RFQ responses on three occasions and by consensus qualified fifteen firms for a shortlist.

A Request for Proposal (RFP) #1314-43 was issued on February 12, 2014 to four firms with a response deadline of February 26, 2014. The District received four responses from Dougherty & Dougherty, NAC Architecture, Westberg & White, and WLC Architects. A committee of three members reviewed the proposals and interviewed WLC Architects on March 24, 2014. The selection and interview committee recommends WLC Architects by consensus based upon a thorough review and the culmination of their RFP response, experience, team members, approach to the project, ability to meet the schedule requirements and significant experience with interior upgrade projects.

The District recommends the architectural and engineering services of WLC Architects. The services covered by this agreement shall commence April 15, 2014 and ends December 31, 2015. The contract is a not to exceed fee of \$55,000.

This agreement is funded by capital facilities funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the contract with WLC Architects for the Building D Renovations at Santiago Canyon College as presented.

Fiscal Impact:	\$55,000	Board Date: April 14, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 4/14/2014

Project: Building D Interior Upgrades

Site: Santiago Canyon College

Consultant: WLC Architects, Inc.

Type of Service: Architectural and Engineering Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Contract Amount		\$55,000.00	\$ -	4/15/2014	12/31/2015
Total Agreement Amount		\$55,000.00			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Architectural and Engineering Services for Building D
Interior Upgrades at Santiago Canyon College

Total Proposed Amount:

\$55,000.00

Contract End Date:

12/31/2015

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

To:	Board of Trustees	Date: April 14, 2014
Re:	Award of Bid #1221 – Purchase of Two FANUC Robot ARC Mate OiA Welding Robots & Lincoln Electric System 5 Single Zone/Fixed Table Systems	
Action:	Request for Approval	

BACKGROUND

The Welding Technology Program at Santa Ana College received a CTEA (Career Technical Education Act/Carl Perkins IV Federal Grant) to purchase two robotic welding machines (FANUC Robot ARC Mate OiA Welding Robots & Lincoln Electric System 5 Single Zone/Fixed Table Systems). The Program has a reputation throughout the region for providing student instruction using leading-edge technology found in the industry. These machines will be co-located with two existing robotic welding machines to complete the development of a robotic welding course. Santa Ana College students will gain a competitive advantage in the job market through hands-on instruction with the use of these machines.

ANALYSIS

Bids were emailed to ten vendors. Three bids were received; seven did not respond. The low bidder meeting specifications is Cameron Welding Supply.

VENDOR	AMOUNT
Cameron Welding Supply	\$150,623.76
Sims Orange Welding Supply Inc.	\$151,219.12
Praxair Distribution, Inc.	\$166,810.80
Lincoln Electric	No Response
Matheson Gas	No Response
Sims Welding Supply Co. Inc.	No Response
Praxair	No Response
Oxarc, Inc.	No Response
Praxair Welding	No Response
Yaskawa America (Motoman Robotics Inc.)	No Response

RECOMMENDATION

It is recommended that the Board of Trustees accept the bid and approve the award of Bid #1221 – Purchase of Two FANUC Robot ARC Mate OiA Welding Robots & Lincoln Electric System 5 Single Zone/Fixed Table Systems to Cameron Welding Supply as presented.

Fiscal Impact:	\$150,623.76	Board Date: April 14, 2014
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: April 14, 2014
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.	Kaleidoscope Project II (SAC) - <i>Augmentation</i> Award from the Cerritos College Foundation to Santa Ana College to create, assess, and scale high-enrollment courses to participate in improving the structure of existing courses to facilitate measure learning, and increasing the number of students impacted by Kaleidoscope within the college. (13/14). <i>No match required.</i>	03/18/2014	\$22,500
2.	Seeds to Trees - Digital Media Training (District) - <i>Adjustment</i> Sub-award from the Santa Ana Library for RSCCD's Corporate Training Institute to provide digital media training in graphic design, website design, scriptwriting, video production, digital music and marketing for twenty at risk youth. (13/14). <i>No match required.</i>	03/13/2014	-\$10,000

RECOMMENDATION

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

Fiscal Impact: \$12,500	Board Date: April 14, 2014
Item Prepared by: Maria Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #3493
NAME: Kaleidoscope Project II - Santa Ana College
FISCAL YEAR: 2013/2014 (Carryover)

Contract Term: 10/1/2012 - 10/31/2014
 Contract Amount: \$11,500
 FY 12/13 Expenses: (\$251)
 FY 13/14 Carryover: \$11,249
 Augmentation: \$22,500
Total: \$33,749

Adminstrator: Allen Dooley
 Project Director: Cherylee Kushida
 Date: 4/3/2014

MOU between RSCCD-SAC and Cerritos College Foundation

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_3493_000000_10000_8891	Other Local Rev - Special Proj : Santa Ana Co		13,749		33,749		20,000
12_3493_602000_15713_1480	Part-Time Reassigned Time : Distance Educatio	3,000		11,697		8,697	
12_3493_602000_15713_1483	Beyond Contr - Reassigned Time : Distance Edu	1,000		12,260		11,260	
12_3493_602000_15713_3115	STRS - Non-Instructional : Distance Education	331		1,976		1,645	
12_3493_602000_15713_3325	Medicare - Non-Instructional : Distance Educa	59		348		289	
12_3493_602000_15713_3435	H & W - Retiree Fund Non-Inst : Distance Educ	40		240		200	
12_3493_602000_15713_3515	SUI - Non-Instructional : Distance Education	44		12			32
12_3493_602000_15713_3615	WCI - Non-Instructional : Distance Education	96		575		479	
12_3493_675000_15713_1480	Part-Time Reassigned Time : Distance Educatio	450		0			450
12_3493_675000_15713_1483	Beyond Contr - Reassigned Time : Distance Edu	5,000		3,385			1,615
12_3493_675000_15713_3115	STRS - Non-Instructional : Distance Education	531		277			254
12_3493_675000_15713_3325	Medicare - Non-Instructional : Distance Educa	94		49			45
12_3493_675000_15713_3435	H & W - Retiree Fund Non-Inst : Distance Educ	65		34			31
12_3493_675000_15713_3515	SUI - Non-Instructional : Distance Education	71		2			69
12_3493_675000_15713_3615	WCI - Non-Instructional : Distance Education	155		81			74
12_3493_675000_15713_5210	Conference Expenses : Distance Education	2,500		2,500		0	
12_3493_675000_15713_5220	Mileage/Parking Expenses : Distance Education	313		313		0	
	Total 3493 - Kaleidoscope (SAC)	13,749	13,749	33,749	33,749	22,570	22,570

5.1 (2)

SPECIAL PROJECT DETAILED BUDGET #1643
NAME: Seeds to Trees - Digital Media Training (District)
FISCAL YEAR: 2013/2014

CONTRACT TERM: 7/1/13 - 6/30/14

PROJ ADM: Enrique Perez

CONTRACT AMOUNT: \$61,733

PROJ DIR: Ruth Cossio-Muniz

Adjustment (3/13/14) **(\$10,000)**

Date: 4/3/2014

Revised Total \$51,733

Subaward: City of Santa Ana - Library DATE: 07/18/13

CFDA #: 17.259

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_1643_000000_50000_8130	Workforce Investment Act(JTPA) : District Ope		61,733		51,733	10,000	
12_1643_672000_50000_5865	Indirect Costs : District Operations	2,374		1,990			384
12_1643_689000_53360_2110	Classified Management : Corporate Training In <i>Ruth Cossio-Muniz, Project Director</i>	1,218		1,218			0
12_1643_689000_53360_2130	Classified Employees : Corporate Training Ins	11,303		0			11,303
12_1643_689000_53360_2320	Classified Employees - Hourly : Corporate Tra <i>Lee, Coleman, Russo & Mijares</i> <i>Erika Lopez Reyes, Business Svs Coord. (eff. 3/11)</i> <i>\$22.91/hr. x 20hrs./wk. x 15.2 wks.</i> <i>Estefania Herrera, Intermediate Clerk (eff. 3/11)</i> <i>Estimate: \$16.21/hr x 35 hrs/wk x 8 wks</i>	19,294		34,837		15,543	
12_1643_689000_53360_3215	PERS - Non-Instructional : Corporate Training	1,293		138			1,155
12_1643_689000_53360_3315	OASDHI - Non-Instructional : Corporate Traini	701		77			624
12_1643_689000_53360_3325	Medicare - Non-Instructional : Corporate Trai	461		523		62	
12_1643_689000_53360_3335	PARS - Non-Instructional : Corporate Training	267		453		186	
12_1643_689000_53360_3415	H & W - Non-Instructional : Corporate Trainin	5,442		226			5,216
12_1643_689000_53360_3435	H & W - Retiree Fund Non-Inst : Corporate Tra	318		361		43	
12_1643_689000_53360_3515	SUI - Non-Instructional : Corporate Training	159		18			141
12_1643_689000_53360_3615	WCI - Non-Instructional : Corporate Training	764		866		102	
12_1643_689000_53360_3915	Other Benefits - Non-Instruct : Corporate Tra	280		30			250
12_1643_689000_53360_4210	Books, Mags & Ref Mat, Non-Lib : Corporate Tr <i>PO-31005 Barnes&Noble \$329.62</i> <i>PO-31006 Barnes&Noble \$1,531.87</i>	3,200		1,861			1,339
12_1643_689000_53360_4310	Instructional Supplies : Corporate Training <i>PO-31018 Office Depot \$1,000</i>	2,119		2,014			105

5.1 (3)

Revised Budget

Prepared by: Maria Gil

Board Approval Date: April 14, 2014

Accountant: Josefina (JoJo) Penning

SPECIAL PROJECT DETAILED BUDGET #1643
NAME: Seeds to Trees - Digital Media Training (District)
FISCAL YEAR: 2013/2014

CONTRACT TERM: 7/1/13 - 6/30/14

PROJ ADM: Enrique Perez

CONTRACT AMOUNT: \$61,733

PROJ DIR: Ruth Cossio-Muniz

Adjustment (3/13/14) **(\$10,000)**

Date: 4/3/2014

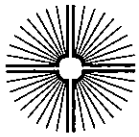
Revised Total \$51,733

Subaward: City of Santa Ana - Library DATE: 07/18/13

CFDA #: 17.259

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_1643_689000_53360_4610	Non-Instructional Supplies : Corporate Traini	1,800		792			1,008
12_1643_689000_53360_4710	Food and Food Service Supplies : Corporate Tr	250		250			0
12_1643_689000_53360_5100	Contracted Services : Corporate Training Inst <i>Rick Sherman; Rolando Cornejo</i>	7,740		5,500			2,240
12_1643_689000_53360_5220	Mileage/Parking Expenses : Corporate Training	500		205			295
12_1643_689000_53360_5845	Excess/Copies Useage : Corporate Training Ins	500		374			126
12_1643_689000_53360_5940	Reproduction/Printing Expenses : Corporate Tr	1,750		0			1,750
	Total 1643 - Seeds to Trees	61,733	61,733	51,733	51,733	25,936	25,936

5.1 (4)



COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA

DATE: February 27, 2014

TO: California Community College Trustees
California Community College District Chancellors/Superintendents

FROM: Judy Centlivre, Executive Assistant

SUBJECT: CCCT BOARD ELECTION — 2014

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are seven (7) three-year vacancies on the board and one (1) one-year vacancy.

Each member community college district board of the League shall have one vote for each of the eight vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve three-year terms. The eighth top vote-getter will complete the term that was vacated by a CCCT member that did not seek re-election in her district last November. That term expires in 2015 and the candidate elected to complete that term will be eligible to run for re-election as an incumbent in 2015. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The fourteen trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 3, 2014. An official ballot for the election is also enclosed in this mailing to each community college district governing board office, as well as copies of the statement of candidacy and biographic sketch form of each of the candidates.

Please remember that: **1) ballots must be signed by the board secretary and board president or vice-president; and 2) ballot return envelopes must have no identifying information or signatures.** Although it is not required, you may want to send your ballots via certified mail as we will not have the ability to confirm receipt. Official ballots must be signed and returned to the League office, with a USPS postmarked **no later than April 25**. Faxed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president and the results announced at the CCCT Annual Conference, May 1-2 in Newport Beach.

If you have any questions on the CCCT board election, please call the League office at (916) 444-8641.

Attachments:

- List of Candidates
- CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:
 - Official Ballot and Return Envelope
 - Candidates' Biographic Sketches and Statements



**CCCT 2014 BOARD
OFFICIAL BALLOT**

Vote for no more than eight (8) by checking the boxes next to the names.

NOMINATED CANDIDATES

List order based on Secretary of State's February 3, 2014 random drawing.

- Richard Watters, Ohlone CCD
- *Paul Gomez, Chaffey CCD
- Adrienne Grey, West Valley-Mission CCD
- Jeffrey Lease, San Jose-Evergreen CCD
- Brent Hastey, Yuba CCD
- Pam Haynes, Los Rios CCD
- Nathan Miller, Riverside CCD
- *Jim Moreno, Coast CCD
- Donna Ziel, Cabrillo CCD
- Lorrie A. Denson, Victor Valley CCD
- Stephen P. Blum, Ventura CCD
- *Laura Casas, Foothill-DeAnza CCD
- *Stephan Castellanos, San Joaquin Delta CCD
- *Nancy C. Chadwick, Palomar CCD

WRITE-IN CANDIDATES

Type each qualified trustee's name and district on the lines provided below.

* Incumbent

Board Secretary and Board President or Board Vice President must sign below:

This ballot reflects the action of the board of trustees cast in accordance with local board policy.

_____ **Secretary of the Board**

_____ **President or Vice President of the Board**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

April 14, 2014

FACULTY

Appointment

James, Scott
Assistant Professor/Coordinator
Distance Education
Santiago Canyon College

Tentative Effective Date: July 1, 2014
Tentative Salary Placement: II-3 \$63,130.21/Year
Requisition #AC13-0333
(192 Day Contract)

Change of Classification

Houska, Robert
Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19, 2013
From: Class V-16(M) \$97,525.15/Year
To: Class VI-16(1) \$100,165.70/Year

Leaves of Absence

Martinez, Stephanie
Instructor, ESL
Continuing Education Division (OEC)
Santiago Canyon College

Effective: March 3 – April 12, 2014
Reason: Maternity Leave

Adjusted Salary Placement

Malsack, Dorothy D.
Instructor, Nutrition & Foods Culinary Arts
Human Services & Technology Division
Santa Ana College

Effective: February 3, 2014
From: Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.58
To: Hourly Lecture/Lab Rates: I-4 \$59.12/\$50.26

Stipends

Gonzaga-Siguenza, Patricia
Counselor
Counseling, Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: March 18, 2014
Amount: \$463.21/Semester (Prorated)
Reason: Counselor Department Chair (50%)
(Project #2490)

Gonzaga-Siguenza, Patricia
Counselor
Counseling, Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: April 15, 2014
Amount: \$750.00
Reason: Non-credit Matriculation/
Counseling & Guidance
(Project #2490)

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
April 14, 2014

Page 2

FACULTY (CONT'D)

Stipends (cont'd)

Morgan-Bezell, Gwendolyn
Professor, Human Development
Human Services & Technology Division
Santa Ana College

Effective: February 10, 2014
Amount: \$885.00
Reason: Early Childhood Mentor Program
(Project #1217)

Vercelli, Julia
Counselor
Counseling, Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: March 18, 2014
Amount: \$463.21/Semester (Prorated)
Reason: Counselor Department Chair (50%)
(Project #2490)

Vercelli, Julia
Counselor
Counseling, Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: April 15, 2014
Amount: \$750.00
Reason: Non-credit Matriculation/
Counseling & Guidance
(Project #2490)

Part-time Hourly Hires/Rehires

Baeza, Rebecca L
Instructor, High School Subject
Continuing Education Division (CEC)
Santa Ana College

Effective: April 15, 2014
Hourly Lecture Rate: II-2 \$43.51

Chaiprasert, Kenneth
Instructor, Political Science
Humanities & Social Sciences Division
Santa Ana College

Effective: August 19, 2014
Hourly Lecture Rate: III-3 \$59.12

Martinez, Dulce Karina
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: April 14, 2014
Hourly Lecture Rte: II-2 \$43.51

Powers, Regina
Instructor, HSS/Math Boot Camp
Continuing Education Division (CEC)
Santa Ana College

Effective: April 14, 2014
Hourly Lecture Rate: I-2 \$42.47

Scruton, Amy
Instructor, High School Subjects Bridge/Math
Continuing Education Division (CEC)
Santa Ana College

Effective: April 14, 2014
Hourly Lecture Rate: II-2 \$43.51

FACULTY (CONT'D)

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

Soto, Maria
Clinical Nurse
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: April 14, 2014
Hourly Lab Rate: I-3 \$45.58

Tamayo, Sara Gabriella
Instructor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: March 26, 2014
Hourly Lab Rate: II-3 \$47.86

Non-paid Instructors of Record

Aldecoa, Joseph
Instructor, Fire Technology (equivalency)
Anaheim Fire Department
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2014

Byard, Michael
Instructor, Fire Technology (equivalency)
Anaheim Fire Department
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2014

Guerrero, Paul S
Instructor, Fire Technology (equivalency)
Anaheim Fire Department
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2014

Legan, Jeffrey
Instructor, Apprenticeship/Operating Engineers
Business & Career Technical Education Division
Santiago Canyon College

Effective: March 25, 2014

Morris, Bryan
Instructor, Fire Technology (equivalency)
Anaheim Fire Department
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2014

FACULTY (CONT'D)

Non-paid Instructors of Record (cont'd)

Mosman, Daniel
Instructor, Fire Technology (equivalency)
Anaheim Fire Department
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2014

Sundberg, Daryl
Instructor, Apprenticeship/Operating Engineers
Business & Career Technical Education Division
Santiago Canyon College

Effective: March 25, 2014

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
April 14, 2014**

CLASSIFIED

New Appointment

Bustamante, Karen
Development Coordinator (CL13-0483)
Foundation/ SCC

Effective: March 17, 2014
Grade 15, Step 6 \$67,959.23

Hwang, Sung
Applications Specialist IV (CL14-0502)
ITS/ District

Effective: March 31, 2014
Grade 22, Step 6 \$107,095.16

Knowles, Donald
Sr. Accountant (CL14-0495)
Facility Planning, Distr. Construction/
District

Effective: March 31, 2014
Grade 15, Step 1 \$53,242.82

Professional Growth Increments

Kindelan, Herminia
High School & Comm. Outreach
Specialist/ School of Continuing
Education/SAC

Effective: May 1, 2014
Grade 13, Step 6 + 7.5%L + 2.5% Bil +
3PG(1500) \$68,701.64

Tse, Edna
Auxiliary Services Specialist/ Bookstore/
SCC

Effective: July 1, 2013 Retro
Grade 10, Step 6 + 2.5%L + 7PG(3500)
\$57,589.35

Out of Class Assignment

Morrow, Maritza
Human Resources Technician/ District

Effective: 03/03/14 – 06/30/14
Grade 11, Step 6 + 10% L \$60,660.73

Change in Position

Luarte, Joseph
From: Fine & Performing Arts Tech
To: Fine Arts & Theater Facilities Tech
(Reclass 822)

Effective: January 1, 2014
19 Hours/Week School Session
Grade 9, Step A + 2.5%L

Nguyen, Annie
From: Data Entry
To: Intermediate Clerk (Reorg 825)
School of Continuing Education/SAC

Effective: April 1, 2014
Grade 5, Step 6 + 2.5%L + 3PG(1000)
\$45,322.16

Change in Salary Placement

Lozano, Laura
Admissions & Records Spec. I/ School of
Continuing Education/SAC

Effective: April 1, 2014
Grade 6, Step 1 + 2.5%Bil \$35,932.06
Add bilingual stipend

Perales, Debra
Sr. Account Clerk/ Fiscal Services/ District

Effective: March 1, 2014
Grade 10, Step 6 + 2PG + 2.5%L
\$55,089.35 *Correction*

Leave of Absence

Krzeminski, Ian
Sr. Clerk/ DSPS/ SAC

Effective: 10/28/13 – 11/01/13
04/21/14 – 04/25/14
06/09/14 – 06/13/14
06/23/14 – 06/27/14
Reason: Revised NWD for 11 Month
Contract

CLASSIFIED HOURLY

New Appointments

Champion, Michael
Instructional Assistant (CL14-0500)
Science & Math/ SCC

Effective: March 24, 2014
Up to 19 Hours/Week School Session
Grade 5, Step A \$16.21/hour

Medina Le Rosa, Jorge
Learning Facilitator/ EOPS/SAC

Effective: March 19, 2014
Up to 19 Hours/Week School Session
Grade 8, Step A \$18.17/Hour
Revised Effective Date

Change in Position

Luarte, Joseph	Effective: January 1, 2014
From: Fine & Performing Arts Tech	19 Hours/Week School Session
To: Fine Arts & Theater Facilities Tech (Reclass 822)	Grade 9, Step A + 2.5%L \$19.41/Hour

Leave of Absence

Huyen, Thu	Effective: 04/20/14 – 06/07/14
Instructional Assistant/ School of Continuing Education/SAC	Reason: Unpaid Leave of Absence/Personal

Ratification of Resignation/Retirement

Correa, Luis	Effective: March 21, 2014
Student Trustee	Reason: Resignation

Douglas, Robert	Effective: June 30, 2014
District Safety Officer/ District	Reason: Retirement

Nunez, Vincent	Effective: March 27, 2014
Publications Assistant/ Academic Affairs/ SAC	Reason: Resignation

TEMPORARY ASSIGNMENT

Huitron, Erica	Effective: 04/15/14 – 06/30/14
Student Services Specialist Student Services/ SAC	

Ko, Yuh	Effective: 05/01/14 – 05/31/14
Student Trustee/ Board/ District	

Nunez, Erika	Effective: 04/15/14 – 06/30/14
Student Services Specialist/ Student Services/ SAC	

Sandoval, Jorge	Effective: 04/01/14 – 04/30/14
Student Trustee/ Board/ District	

Additional Hours for On Going Assignment

Donelan, Cynthia Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 03/10/14 – 06/08/14 Not to exceed 19 consecutive days in any given period.
Gomez, Lisa Alternate Media Specialist/ DSPS/ SAC	Effective: 02/22/14 – 06/08/14 Not to exceed 19 consecutive days in any given period.
LeDesma, Maureen Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 03/10/14 – 06/08/14 Not to exceed 19 consecutive days in any given period.
Phan, David Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 03/10/14 – 06/08/14 Not to exceed 19 consecutive days in any given period.
Ramirez, German Instructional Assistant/ School of Continuing Education/SAC	Effective: 01/11/14 – 06/30/14 Not to exceed 19 consecutive days in any given period.
Vu, Michelle Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 03/10/14 – 06/08/14 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Horn, Kevin Instructional Assistant/ Humanities & Social Science/ SAC	Effective: 03/24/14 - 05/30/14
Huynh, Thydan High School & Comm. Outreach Spec./ Student Services/ SAC	Effective: 03/25/14 – 06/30/14
Panotes, Joel Custodian/ Admin. Services/ SAC	Effective: 03/31/14 – 06/30/14

MISCELLANEOUS POSITIONS

Caldwell, Vanessa Model/ Fine & Performing Arts/ SCC	Effective: 04/15/14 – 06/05/14
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MISCELLANEOUS POSITIONS cont'd

Hale, Katherine Effective: 04/15/14 – 06/05/14
Model/ Fine & Performing Arts/ SCC

Jarl, Peter Effective: 04/15/14 – 06/05/14
Model/ Fine & Performing Arts/ SCC

Instructional Associates/Associate Assistants

Criminal Justice

Buraglia, Jeremy Effective: 04/15/14

Cabrera, Domingo Effective: 04/15/14

Kunce, Elizabeth Effective: 04/15/14

Lee, Juhn Effective: 04/15/14

Martinez, Lee Effective: 04/15/14

Owen, Joseph Effective: 04/15/14

Semple, Jason Effective: 04/15/14

Kinesiology

Mair, Mikell Effective: 03/19/14

Nursing

Carriger, Lisa Effective: 03/31/14

COMMUNITY SERVICE PRESENTERS

Stipends Effective January 11 – February 10, 2014

Fischer Militaru, Mariana Amount: \$ 195.00

Nolasco, Jeffrey Amount: \$ 60.00

Stipends Effective February 11 – March 10, 2014

Bradley, Sabrina Amount: \$ 165.30

Cohen, Robert Amount: \$ 339.30

**HUMAN RESOURCES CLASSIFIED DOCKET
APRIL 14, 2014**

Stipends Effective February 11 – March 10, 2014 cont'd

Cohen, Robert	Amount: \$ 305.37
Diebolt Price, Julie	Amount: \$ 132.83
Dumon, Dori	Amount: \$ 255.00
Dumon, Dori	Amount: \$ 487.50
Eyre, John	Amount: \$ 85.26
Fischer Militaru, Mariana	Amount: \$ 1,050.00
Friebert, Martin	Amount: \$ 660.00
Lazaris, Nick	Amount: \$ 63.08
Lazaris, Nick	Amount: \$ 52.50
Montelone, Sue	Amount: \$ 67.86
Munoz, Jayne	Amount: \$ 292.50
Nolasco, Jeffrey	Amount: \$ 300.00
Pratt, Allison	Amount: \$ 696.89
Rivera, Rodrigo	Amount: \$ 554.37
Sobel, Barbara	Amount: \$ 72.04
Vallott, Lothar	Amount: \$ 133.98
Williams, Ronald	Amount: \$ 680.34

VOLUNTEERS

Hoover, Christopher Non Student/ Counseling/ SAC	Effective: 04/15/14 – 06/06/14
Perkins, David Non Student/ Kinesiology/ SAC	Effective: 04/15/14 – 06/30/14

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Albarran, Andrea	Effective: 03/11/14-06/30/14
Arriaza De Saucedo, Nancy Y	Effective: 03/11/14-06/30/14
Campos, Daniela	Effective: 03/11/14-06/30/14
Gutierrez Diaz, Yosmel Lombardo	Effective: 03/11/14-06/30/14
Hamideh, Randa Ibrahim	Effective: 03/05/14-06/30/14
Herrera, Rosalva	Effective: 03/12/14-06/30/14
Nguyen, Hanh Thi	Effective: 03/11/14-06/30/14
Santacruz, Lizeth	Effective: 03/18/14-06/30/14
Shankar, Archana	Effective: 03/11/14-06/30/14

**Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST**

Lagunas Corona, Edgar	Effective: 03/04/14 – 06/30/14
Wukawitz, Thomas	Effective: 03/17/14 – 06/30/14

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To: Board of Trustees	Date: April 14, 2014
Re: Approval of Agreement with Nicole Miller & Associates	
Action: Request for Approval	

BACKGROUND

The District periodically requires assistance with specialized safety and security issues. ASCIP, the district's property and liability insurance administrator, recommends Nicole Miller & Associates as the company to assist its members with these issues.

ANALYSIS

Nicole Miller & Associates has been providing specialized consulting services to school districts, community colleges, and county offices of education for the past 10 years.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor or his designee to execute an agreement with Nicole Miller & Associates.

Fiscal Impact: TBD	Board Date: April 14, 2014
Prepared by: Don Maus, Risk Manager	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

NICOLE MILLER & ASSOCIATES, INC.
PRIVATE INVESTIGATIONS PI 28276

LETTER OF AGREEMENT

<u>SERVICE</u>	<u>HOURLY FEE</u>
Employee/HR Investigations	\$115.00
Workers' Compensation Investigations	\$115.00
Surveillance/Sub Rosa Investigations	\$115.00
Background Investigations	\$115.00 (+ database charges)
Board Meeting Security	\$115.00
School Site Security Surveys (CPTED)	\$115.00
Threat Assessments	\$115.00
Surveillance Camera & Alarm Systems	\$115.00
Investigative Training Courses	\$115.00
Mileage Charges	\$.55/per mile
Travel/Lodging Expenses	Current rates

This Letter of Agreement confirms my understanding concerning fee schedule and services provided by Nicole Miller & Associates, Inc. I understand that Nicole Miller & Associates, Inc. will keep any information about my case confidential. I agree to the terms stated on this Letter of Agreement on behalf of the College District. I acknowledge that this Letter of Agreement constitutes a binding contract with Nicole Miller & Associates, Inc.

Please sign below, indicating your district's acceptance of this Letter of Agreement and its terms. All payment can be issued to: Nicole Miller & Associates, Inc. 33282 Golden Lantern, Suite 112, Dana Point, CA 92629.

Signature of Client or Designated Representative

Date

Print Name and Name of District

33282 Golden Lantern Street, Suite 112, Dana Point, CA 92629
Tel 949.310.7645 Fax 949.388.7820 email nmiller@nmillerinv.com

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: April 14, 2014
Re:	Presentation of the Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to the Rancho Santiago Community College District.	
Action:	Receipt of Bargaining Proposal and Approval of Scheduling of Public Hearing	

BACKGROUND

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

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its April 28, 2014 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees receive this bargaining proposal and schedule a public hearing for April 28, 2014.

Fiscal Impact: TBD	Board Date: April 14, 2014
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

ADVISORY COMMITTEE ON LEGISLATION
Sacramento, CA – May 9, 2014

1 Board Member
(John Hanna)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
2014 TRUSTEES CONFERENCE – EXCELLENCE IN
LEADERSHIP & GOVERNANCE
Newport Beach, CA – May 2-4, 2014

1 Board Member
(John Hanna)