

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees (Regular meeting)**  
**Monday, April 12, 2010**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

**Vision Statement (Board of Trustees)**

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

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

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

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

**4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 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.

1.4 Approval of Minutes – Regular meeting of March 22, 2010

**Action**

1.5 Approval of Consent Calendar

**Action**

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

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

## **2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
  - Student recognition
  - Enrollment
  - Facilities
  - College activities
  - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
  - Student activities
- 2.5 Reports from Academic Senate Presidents
  - Senate meetings
- 2.6 Informational Presentation on the Budget

## **RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957.b.1)
  - a. Part-time Faculty
  - b. Classified Staff
  - c. Student Workers
  - d. Professional Experts
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9.b.c) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
  - Agency Negotiator: Mr. John Didion, Exec Vice Chancellor, Human Resources and Educational Services
  - Employee Organizations: Faculty Association of Rancho Santiago Community College District  
California School Employees Association, Chapter 579  
Continuing Education Faculty Association  
Child Development Centers Teachers Association

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

## **RECONVENE**

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

#### **Public Comment**

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

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

## **3.0 HUMAN RESOURCES**

### **3.1 Management/Academic Personnel**

Action

- Approval of Adjusted Beyond Contract/Intersession Hourly Rates due to Final Salary Placements
- Approval of Leaves of Absence
- Approval of Stipends
- Approval of Part-time/Hourly Hires/Rehires

### **3.2 Classified Personnel**

Action

- Approval of Hourly on-going to Contract positions
- Approval of Leaves of Absence
- Approval of Temporary Assignments
- Approval of Correction of Assignment
- Approval of Additional Hours for On-Going Assignments
- Approval of Substitute Assignments
- Approval of Instructional Associates/Assistants
- Approval of Stipends for Community Service Presenters
- Approval of Volunteers
- Approval of Student Assistants

### **3.3 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD)**

Action

The administration recommends receiving and filing the district's initial bargaining proposal to the Faculty Association of Rancho Santiago

Community College District (FARSCCD) and scheduling a public hearing for April 26, 2010.

3.4 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the California School Employees Association (CSEA) Chapter 579 Action

The administration recommends receiving and filing the district's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579 and scheduling a public hearing for April 26, 2010.

3.5 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers Teachers Association (CDCTA) Action

The administration recommends receiving and filing the district's initial bargaining proposal to the Child Development Centers Teachers Association (CDCTA) and scheduling a public hearing for April 26, 2010.

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

The administration recommends receiving and filing the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) and scheduling a public hearing for April 26, 2010.

3.7 Authorization for Board Travel/Conferences Action

The administration recommends approval of travel by board members as presented.

#### **4.0 INSTRUCTION**

\*4.1 Approval of Memorandum of Understanding with Chabot-Las Positas Community College District for the Faculty Inquiry Network (FIN) Program Action

The administration recommends approval of the Memorandum of Understanding with Chabot-Las Positas Community College District in the development and delivery of the Faculty Inquiry Network (FIN) Program.

\*4.2 Approval of OTA Agreement (New) with Abbott & Burkhart Therapy Action

The administration recommends approval of the OTA Agreement (New) with Abbott & Burkhart Therapy in Ventura, California.

\*4.3 Approval of OTA Agreement (New) with Cornerstone Therapies Action  
The administration recommends approval of the OTA Agreement (New) with Cornerstone Therapies in Huntington Beach, California.

\*4.4 Ratification of Memorandum of Understanding (MOU) for Paraprofessional Teacher Training Program (2010-2011) with Orange County Department of Education Action  
The administration recommends the board ratify the Memorandum of Understanding (MOU) for Paraprofessional Teacher Training Program (2010-2011) with Orange County Department of Education which will assist aides to become certificated teachers.

## **5.0 BUSINESS OPERATIONS/FISCAL SERVICES**

5.1 Approval of 2010-2011 Tentative Budget Assumptions Action  
The administration recommends approval of the Tentative Budget Assumptions for the 2010-2011 fiscal year as presented.

5.2 Approval of Consulting Services – The Dolinka Group Action  
The administration recommends approval of the contract for consulting services with The Dolinka Group for research into local redevelopment agency projects as presented.

5.3 Approval of Contract with The Great American Lunch Box Action  
The administration recommends approval of the contract with The Great American Lunch Box to provide food services at Centennial Education Center, Child Development Center and authorize the Chancellor, or his designee, to execute the contract.

\*5.4 Approval of Structural Engineering Services – Rodriguez Engineering, Inc. Action  
The administration recommends approval of the structural engineering contract with Rodriguez Engineering, Inc. for a structural survey of the U Building at SAC as presented.

\*5.5 Approval of Change Order #1 – Bid #1126 – Fire Alarm Replacement Project, Phase II, Santa Ana College (SAC) Action  
The administration recommends approval of Change Order #1 for Bid #1126, Minco Construction, in the amount of \$16,419.54 for the Fire Alarm Replacement Project, Phase II at SAC as presented.

- \*5.6 Approval of Change Order #5, Bid #1116 – Gym Restroom Addition, Gym Floor Replacement, and Fire Sprinkler Installation at Santa Ana College (SAC) Action

The administration recommends approval of Change Order #5, Bid #1116, construction of the Gym Restroom Addition, Gym Floor Replacement, and Fire Sprinkler Installation at SAC as presented.

- \*5.7 Approval of Lease of Real Property for Wireless Communications Equipment at Santa Ana College (SAC) Action

The administration recommends the board authorize the Vice Chancellor, Business Operations/Fiscal Services to negotiate and sign an agreement with AT&T Mobility/New Cingular Wireless as presented above and in full compliance with Board approved Resolution 10-04.

## **6.0 GENERAL**

- 6.1 Board of Trustees Cast Ballot for California Community College Trustees Board of Directors Election – 2010 Action

- 6.2 Board Member Comments Information

- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on April 26, 2010.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College  
The Spot (Student Lounge), Room U-102-S  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706**

**Board of Trustees (Regular meeting)**

**Monday, March 22, 2010**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Mr. Larry Labrado. Other members present were Dr. David Chapel, Mr. Brian Conley, Mr. John Hanna, Mr. Mark McLoughlin, and Mr. Phillip Yarbrough. Ms. Gloria Holguin and Ms. Lisa Woolery arrived at the time noted.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Edward Hernandez, Jr., Dr. Erlinda Martinez, 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 Dr. Jeff McMillan, chemistry professor at Santa Ana College.

It was moved by Mr. Hanna, seconded by Mr. Yarbrough, and carried unanimously to move closed session to the end of the meeting prior to Item 6.3 (Board Member Comments).

1.3 Public Comment

Mr. Jay Bogh spoke regarding Item 5.6 (Approval of Award of Bid #1138, Structural Steel and Metals - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC).

Ms. Marcia Kamine and Mr. Chris Pesarento spoke regarding Item 5.7 (Approval of Award of Bid #1139, Electrical - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC).

Mr. Oscar De La Riva, Mr. Alex Flores, Ms. Tina Lam, Ms. Sasha Mucé, Ms. Katie Murrell, Mr. Nate Selvidge, Ms. Vicki Tawil, and Mr. Jason Ward spoke regarding a proposed increase in college tuition.

1.3 Public Comment – (cont.)

Mr. Francisco J. Barragan spoke regarding resources available for students and veterans.

Ms. Holguin arrived at this time.

Mr. Alex Flores and Ms. Tina Lam spoke regarding Item 6.2 (Approval of Reduction of Student Parking Fees).

1.4 Approval of Minutes

It was moved by Mr. Conley, seconded by Mr. Yarbrough, and carried unanimously to approve the minutes of the regular meeting held March 8, 2010.

1.5 Approval of Consent Calendar

It was moved by Mr. Conley, seconded by Mr. Hanna, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar, with the exception of Item 5.6 (Approval of Award of Bid #1138, Structural Steel and Metals – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC) and Item 5.7 (Approval of Award of Bid #1139, Electrical - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC), removed from the Consent Calendar by Mr. Yarbrough:

4.2 Approval of Santa Ana College Community Services Program - Summer 2010

The board approved the proposed SAC community services program for summer 2010.

4.3 Approval of Santiago Canyon College (SCC) Community Services Program - Summer 2010

The board approved the proposed SCC community services program for summer 2010.

4.4 Approval of Proposed Revisions for 2010-2011 Santa Ana College Catalog

The board approved the proposed revisions for the 2010-2011 Santa Ana College catalog.

4.5 Approval of Proposed Revisions for 2010-2011 Santiago Canyon College Catalog

The board approved the proposed revisions with revised page for the 2010-2011 Santiago Canyon College catalog.

1.5 Approval of Consent Calendar – (cont.)

4.6 Approval of New Pharmacy Technology Agreement – Garden Grove Hospital and Medical Center

The board approved this contract with Garden Grove Hospital and Medical Center in Garden Grove, California.

4.7 Approval of Renewal of Nursing Program Agreement – Mission Hospital

The board approved this clinical affiliation agreement renewal with Mission Hospital in Mission Viejo, California.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Budget Transfers and Budget Increases/Decreases

The board approved budget transfers, increases, and decreases during the period of February 5, 2010, to February 28, 2010.

5.3 Approval of Award of Bid #1134, Landscaping – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center (LRC) Parking, and Loop Road Extension Projects at Santiago Canyon College (SCC)

The board awarded Bid #1134 for landscaping for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to Sierra Landscape as presented.

5.4 Approval of Award of Bid #1136, Concrete – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The board awarded Bid #1136 for concrete for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to Tidwell Concrete as presented.

5.5 Approval of Award of Bid #1137, Masonry - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The board awarded Bid #1137 for masonry for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to Industrial Masonry as presented.

1.5 Approval of Consent Calendar – (cont.)

5.8 Approval of Award of Bid #1140, Plumbing - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The administration recommends awarding Bid #1140 for plumbing for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to Interpipe as presented.

5.9 Approval of Award of Bid #1141, HVAC - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The board awarded Bid #1141 for HVAC for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to West Tech Mechanical as presented.

5.10 Approval of Award of Bid #1142, Fire Suppression - Humanities Building Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The board awarded Bid #1142 for fire suppression for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to JPI Development Group as presented.

5.11 Approval of Award of Bid #1144, Roofing, Waterproofing, and Composite Aluminum Panel System – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The board awarded Bid #1144 for roofing, waterproofing, and composite aluminum panel system for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to Troyer Contracting Company as presented.

5.12 Approval of Award of Bid #1145, Casework, Fixtures, and Lab Equipment – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The board awarded Bid #1145 for casework, fixtures, and lab equipment for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to K & Z Cabinets Company, Inc. as presented.

1.5 Approval of Consent Calendar – (cont.)

5.13 Approval of Award of Bid #1146, Framing and Elevators – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The board awarded Bid #1146 for framing and elevators for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC Parking, and Loop Road extension projects at SCC to Inland Building Construction Company as presented.

5.14 Approval of Award of Bid #1147, Interior Systems – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The board awarded Bid #1147 for the interior systems for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to Inland Empire Architectural Specialties as presented.

5.15 Approval of Award of Bid #1148, Flooring - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The board awarded Bid #1148 for flooring for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to Continental Flooring as presented.

5.16 Approval of Award of Bid #1151, Earthwork – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

The board awarded Bid #1151 for earthwork for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to Southern California Grading, Inc., as presented.

5.17 Approval of Change Order #1 for Bid #1060 – Casework and Fixtures for Science Building (State Portion) at Santiago Canyon College

The board approved Change Order #1 for Dow Diversified, Inc. for Bid #1060 for casework and fixtures in the Santiago Canyon College science building as presented.

1.5 Approval of Consent Calendar – (cont.)

5.18 Approval of Change Order #1 for Bid #1060 – Casework and Fixtures for Science Building (Bond Portion) at Santiago Canyon College

The board approved Change Order #1 for Dow Diversified, Inc. for Bid #1060 for casework and fixtures in the Santiago Canyon College science building as presented.

5.19 Approval of Award of Bid #1143, Glass/Glazing and Aluminum Systems - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center parking, and Loop Road Extension Projects at Santiago Canyon College

The board awarded Bid #1143 for glass/glazing and aluminum systems for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and loop road extension projects at SCC to GlazCon Industries/Henry's Glass & Mirror as presented.

The board approved the following: Should GlazCon Industries/Henry's Glass & Mirror fail to execute the agreement and provided all required documents as set forth in the contract documents for the project, the board shall award Bid #1143 to the next lowest responsive responsible bidder. The board approved delegating the Vice Chancellor of Business Operations and Fiscal Services the authority to approve and award any and all agreements and to complete all necessary documents to award the contract to the next lowest responsive responsible bidder should GlazCon Industries/Henry's Glass & Mirror fail to execute the agreement and provided all required documents as set forth in the contract documents.

5.20 Approval of Independent Contractors

The board approved the following independent contractor: Cara Lockwood & Associates for consulting services to provide design and implementation of Early Head Start program. Dates of service are March 23, 2010, through September 30, 2010. The fee is estimated at \$40,000.

5.21 Approval of CMAS Contract to Miracle Recreation Equipment Company

The administration recommends approval of the district's use of CMAS Contract #4-99-78-0006A, including renewals, supplements, and extensions awarded to Miracle Recreation Equipment Company as presented.

5.22 Approval of Purchase Orders

The board approved the purchase order listing for the period February 7, 2010, through March 6, 2010.

1.5 Approval of Consent Calendar – (cont.)

6.1 Approval of Resource Development Items

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

- Faculty Inquiry Network (SAC) \$18,500

It was moved by Mr. Yarbrough and seconded by Ms. Holguin to suspend the rules and consider Item 6.2 (Approval of Reduction of Student Parking Fees) following Item 2.7 (Informational Presentation on the Budget), and consider Item 5.6 (Approval of Award of Bid #1138, Structural Steel and Metals - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC) and Item 5.7 (Approval of Award of Bid #1139, Electrical - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC) following closed session. Discussion ensued. The motion carried unanimously.

1.6 Recognition of Santa Ana College Wrestling Team

Dr. Martinez recognized the Santa Ana College wrestling team as state champions.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Chancellor

Dr. Edward Hernandez, Jr. provided a report to the board.

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

- Dr. Erlinda Martinez, President, Santa Ana College (SAC)
- Mr. Juan Vázquez, President, Santiago Canyon College (SCC)

2.3 Report from Student Trustee

Ms. Gloria Holguin provided a report to the board.

2.4 Reports from Student Presidents

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

- Mr. Alejandro Flores, Student President, Santa Ana College
- Ms. Tina Lam, Student President, Santiago Canyon College

## 2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Mr. Morrie Barembaum, Academic Senate President, Santiago Canyon College  
Mr. John Zarske, Academic Senate President, Santa Ana College

## 2.6 CSEA Presentation

Mr. Guillermo Santucci provided a CSEA presentation to the board.

Ms. Woolery arrived at this time.

## 2.7 Informational Presentation on the Budget

Mr. Hardash provided an informational report on the budget to the board.

## 6.2 Approval of Reduction of Student Parking Fees

It was moved by Mr. Yarbrough and seconded by Ms. Holguin to reduce student parking fees to an amount equal to but not to exceed the cost of staff parking fees. Discussion ensued.

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to amend the motion to charge the following fees for student parking: \$30 per semester, \$55 per year, and \$15 per summer session. After discussion, Mr. Hanna withdrew the motion; Mr. Yarbrough agreed to withdraw the motion, noting that Title 5 regulations set limits on amounts charged to BOGW students for parking fees.

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to amend the motion to adopt a resolution that would set the annual student parking fee at \$30 per semester and \$58 per year. Discussion ensued. The motion failed with the following vote: Aye – Mr. Hanna and Ms. Holguin; Nay – Dr. Chapel, Mr. Conley, Mr. Labrado, Mr. McLoughlin, Ms. Woolery, and Mr. Yarbrough.

The original motion to reduce student parking fees to an amount equal to but not to exceed the cost of staff parking fees failed with one aye vote from Ms. Holguin.

Mr. Labrado called a brief recess at 7:24 p.m.

Mr. Conley left at this time.

The board reconvened at 7:39 p.m.

## **4.0 INSTRUCTION**

Items 4.2, 4.3, 4.4, 4.5, 4.6, and 4.7 were approved as part of Item 1.5 (Consent Calendar).

4.1 Approval of Santa Ana College (SAC) Gender Equity Self-Review

It was moved by Mr. Yarbrough and seconded by Mr. McLoughlin to acknowledge receipt of the Gender Equity Review confirming Santa Ana College's compliance with Title IX regulations.. Discussion ensued. The motion carried unanimously.

**RECESS TO CLOSED SESSION**

The board convened into closed session at 7:55 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: Faculty Association of Rancho Santiago Community College District  
California School Employees Association, Chapter 579  
Continuing Education Faculty Association  
Child Development Centers Teachers Association
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

The board reconvened at 8:40 p.m.

Closed Session Report

Mr. Yarbrough reported the board discussed the aforementioned items and took action to suspend Michael Martinez, Financial Aid Analyst, at Santa Ana College for one day.

Public Comment

There were no public comments.

### **3.0 HUMAN RESOURCES**

#### **3.1 Management/Academic Personnel**

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

- Approve Leaves of Absence
- Approve Appointments
- Approve Final Salary Placements
- Approve Stipends
- Approve Part-time/Hourly Hires/Rehires

#### **3.2 Classified Personnel**

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

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Student Assistants Lists

#### **3.3 Approval of Chancellor Job Description**

It was moved by Mr. Yarbrough, seconded by Ms. Woolery, and carried unanimously to approve the revised job description for chancellor.

### **5.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 5.1, 5.2, 5.3, 5.4, 5.5 and 5.8 through 5.22 were approved as part of Item 1.5 (Consent Calendar).

#### **5.6 Approval of Award of Bid #1138, Structural Steel and Metals – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC**

It was moved by Mr. Yarbrough and seconded by Ms. Woolery to award Bid #1138 for structural steel and metals for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC Parking, and Loop Road extension projects at SCC to Blazing Industrial Steel, Inc. as presented. Discussion ensued. The motion carried unanimously.

5.7 Approval of Award of Bid #1139, Electrical - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at SCC

It was moved by Mr. Yarbrough and seconded by Ms. Woolery to award Bid #1139 for electrical for the humanities building, athletic/aquatic center, Santiago Canyon Road entry and parking lot, Chapman Avenue entry and LRC parking, and Loop Road extension projects at SCC to Dynalectric as presented. Discussion ensued. The motion carried unanimously.

**6.0 GENERAL**

Item 6.1 was approved as part of Item 1.5 (Consent Calendar); Item 6.2 was heard following Item 2.7 (Informational Presentation on the Budget).

6.3 Board Member Comments

Ms. Holguin expressed disappointment that the motion failed for reducing student parking fees and it is hopeful she will be able to place this item on a future agenda.

Board members expressed appreciation to staff for hosting a reception for Dr. Hernandez and the board meeting at Santa Ana College.

Mr. Yarbrough requested staff provide future enrollment statistics.

As a board representative to China relations, Mr. Yarbrough reported that discussions have included hosting foreign exchange students, working at Children's Hospital of Orange County, building business incubators for foreign investment in Orange County, and soliciting interest from political leaders.

Mr. Yarbrough reported he recently attended Community Science night at SCC and expressed appreciation to staff for the event.

Mr. Hanna distributed pens and pencils he purchased at SAC bookstore and encouraged others to shop at SAC and SCC bookstores.

Since the board moved closed session to the end of the meeting at SAC, Mr. Hanna requested the board move closed session to the beginning of the meeting to be held at SCC on April 26.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on April 12, 2010, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Mr. Labrado declared this meeting adjourned at 8:55 p.m.

Respectfully submitted,

\_\_\_\_\_  
Eddie Hernandez, Jr., Ed.D.  
Chancellor

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

Minutes approved: April 12, 2010



**RANCHO SANTIAGO**  
COMMUNITY COLLEGE DISTRICT



2009-2010  
2010-2011  
Budget Update

Board of Trustees Meeting  
April 12, 2010

*Item 2.6*

# Budget Update

- Legislature is silent and inactive on state budget
- \$2 billion in “solutions” approved by legislature
- Approximately \$18 billion left of a budget problem
- State Controller’s March report
  - ✓ Slightly higher tax collections
  - ✓ Slightly lower state expenditures

# Budget Update

✓ All indications are that the state legislature is still waiting until summer to adjust 2009-2010 and 2010-2011 shortfall in state revenues

– Waiting for economy to come around and solve or minimize the budget crisis

✗ ✓ May Revise – due by May 7

– Hoping for better numbers

– Legislature to begin serious discussions thereafter

# RSCCD

## Tentative Budget Assumptions

On tonight's docket – item # 5.1

- No Cost of Living Allowance (COLA)
- No Growth funds for additional class sections
- State Apportionment Deficit – 3%
  - Already built into the existing 09/10 adopted budget
- Minimum 5% reserve
- Meet all contractual obligations

# RSCCD

## Tentative Budget Assumptions

- Workload Measures reduction – 2%
  - Negative growth
    - In anticipation of additional state funding reductions
    - Additional reductions in class offerings
      - Includes older adult programs – non-credit
    - Approximately \$3 million in cost savings necessary
    - Approximately 600+ FTES reduction

# RSCCD Budget Update

- \$7.0 million in reductions necessary for tentative budget at this time
- These reductions for Tentative Budget may not be enough once a state budget is approved
- Tentative Budget will be submitted for approval at the June 21 BOT meeting
- May need to make additional reductions for the adopted budget in September 2010

# RSCCD Budget Process

## What's next?

- Campuses are identifying workload measures reductions
- Frozen vacant position list in review for possible defunding of certain positions
- By the end of this week, the Chancellor is to approve the process used to identify additional reductions needed to balance the district's Tentative Budget

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

April 12, 2010

## FACULTY

Adjusted Beyond Contract/Intersession Hourly Rates due to Final Salary Placements

Hyman, Deborah  
Assistant Professor, Occupational  
Therapy Assistant Program  
Human Services and Technology Division  
Santa Ana College

Effective: August 24, 2009  
Beyond Contract: II-4 \$57.03/\$48.48/\$28.52

Ross, John  
Assistant Professor, Pharmacy Technology  
Human Services and Technology Division  
Santa Ana College

Effective: September 21, 2009  
Beyond Contract: II-3 \$54.32/\$46.17/\$27.16  
Intersession: II-5 \$83.71/\$71.15/\$41.86

Leave of Absence

Azimi, Nikta  
Counselor  
Continuing Education Division  
Santiago Canyon College

Effective: April 6 – May 19, 2010  
Reason: Maternity Leave

Stipends

Budarz, Timo  
Associate Professor, Physics  
Science and Math Division  
Santa Ana College

Effective: April 9, 2010  
Amount: \$400.00  
Reason: Site Supervisor/Mentor  
(CTE Grant)

Elchlepp, Elizabeth  
Professor, English  
Arts, Humanities and Social Sciences Division  
Santiago Canyon College

Effective: May 9, 2010  
Amount: \$500.00  
Reason: Learning Communities  
(Title III Grant)

Hassel, Elissa  
Professor, ESL  
Humanities and Social Science Division  
Santa Ana College

Effective: December 15, 2009  
Amount: \$500.00  
Reason: FIN Grant

**FACULTY (CONT'D)**

*Stipends (cont'd)*

Kosuth, Kathryn  
Associate Professor, English  
Arts, Humanities and Social Sciences Division  
Santiago Canyon College

Effective: May 9, 2010  
Amount: \$500.00  
Reason: Learning Communities  
(Title III Grant)

*Part-time/Hourly Hires/Rehires*

Breen, Merlo  
Instructor, High School Subject/Math  
Continuing Education Division  
Santa Ana College

Effective: March 22, 2010  
Hourly Lecture Rate: I-3 \$40.97

Chervenak, Timothy  
Instructor, Political Science  
Humanities and Social Sciences Division  
Santa Ana College

Effective: April 16, 2010  
Hourly Lecture Rate: II-3 \$54.32

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
APRIL 12, 2010**

**CLASSIFIED**Hourly On Going to Contract

Vasquez, Maria Del Pilar  
Sr. Account Clerk (Reorg 636)  
Reinstate from 39 Month List  
Child Dev. Services/District

Effective: March 3, 2010  
Grade 10, Step 1 \$3323

Leave of Absence

Saldana, Maria  
Library Clerk/ SAC

Effective: 08/17/09 – 08/28/09  
06/07/10 – 06/18/10  
Reason: Non Paid Status/ 10 Month  
Contract

**CLASSIFIED HOURLY**Leave of Absence

Herrera, Alicia  
Instructional Assistant/ Orange Education  
Center

Effective: 03/23/10 – 06/15/10  
Reason: Maternity Leave

Syal, Alka  
Instructional Assistant/ SAC

Effective: 03/23/10 – 06/15/10  
Reason: Maternity Leave

**TEMPORARY ASSIGNMENT**

Nguyen, Tran  
Admissions & Records Specialist I/ SAC

Effective: 04/13/10 – 06/30/10

Rico, Anna  
Instructional Assistant/ Biology/ SCC

Effective: 04/13/10 – 06/30/10

**Correction of Assignment**

Rico, Anna  
Instructional Assistant/ Biology/ SCC

Effective: 02/19/10 – 03/05/10

**Additional Hours for On Going Assignment**

Kay, Trevor  
Admissions & Records Specialist I/ SAC

Effective: 03/29/10 – 06/30/10  
Not to exceed 19 consecutive working days  
in any given period.

Rodriguez, Barbara  
Admissions & Records Specialist I/ SAC

Effective: 03/29/10 – 06/30/10  
Not to exceed 19 consecutive working days  
in any given period.

Taylor, Katherine  
Admissions & Records Specialist I/ SAC

Effective: 03/29/10 – 06/30/10  
Not to exceed 19 consecutive working days  
in any given period.

**Substitute Assignments**

Lopez, Sonia  
Intermediate Clerk/ Nursing/ SAC

Effective: 03/10/10 – 06/30/10

**MISCELLANEOUS POSITIONS**

**Instructional Associates/Associate Assistants**

**Criminal Justice**

Rivas, Eric

Effective: 04/13/10

**Exercise Science**

Armel, Judith  
Exercise Science/ SAC

Effective: 03/15/10

Carey, Steven  
Exercise Science/ SCC

Effective: 04/13/10

Gonzalez, Daniel  
Exercise Science/SAC

Effective: 02/16/10

**COMMUNITY SERVICE PRESENTERS**  
*Stipends Effective February 11 – March 10, 2010*

Adney, Curtis	Amount: \$ 289.89
Dumon, Dori	Amount: \$ 500.00
Eyre, John	Amount: \$ 126.32
Frelly, Robert	Amount: \$ 420.00
Georgieff, Stephanie	Amount: \$ 90.83
Harriger, James	Amount: \$ 122.15
Holley, Lauren	Amount: \$ 270.00
Morgan, Elaine	Amount: \$ 27.14
Munoz, Jayne	Amount: \$ 260.00
Pratt, Allison	Amount: \$ 550.71
Rantanjee, Sumati	Amount: \$ 60.90
Scott, Randy	Amount: \$ 260.00
Sheldon, Joel	Amount: \$ 210.00
Westerfield, David	Amount: \$ 170.52

**VOLUNTEERS**

Boutros, Nadia  
Non Student/ ESL/ School of Continuing  
Educ./ SAC

Effective: 04/13/10 – 06/30/10

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST**

Aguilar Marquez, Yessika Nathalie	Effective: 03/11/10-06/30/10
Draffen, Natalie Athena	Effective: 03/22/10-06/30/10
Huitron, Erica C.	Effective: 03/19/10-06/30/10
Ortega, Maria Del Carmen	Effective: 03/19/10-06/30/10
Tran, Ninh Dinh Ngoc	Effective: 03/23/10-06/30/10

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

Bilog, Angelica	Effective: 03/09/10-06/30/10
Esqueda, Yvette	Effective: 03/01/10-06/30/10
Ferrer, Mansol	Effective: 03/02/10-06/30/10
Flores, Nichole	Effective: 03/01/10-06/30/10
Hughes, Jessica	Effective: 03/16/10-06/30/10
Jaime, Corey	Effective: 03/05/10-06/30/10
Letts, Gregory	Effective: 03/11/10-06/30/10
Lopez, Juri	Effective: 03/03/10-06/30/10
Mejia, Esmeralda	Effective: 03/01/10-06/30/10
Milera, Allinson	Effective: 03/09/10-06/30/10
Morgan, Evan	Effective: 03/01/10-06/30/10
Reyes, Blanca	Effective: 03/01/10-06/30/10
Reyes, Gloria M.	Effective: 03/01/10-06/30/10

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES DOCKET  
CLASSIFIED  
APRIL 12, 2010  
ADDENDUM**

**TEMPORARY**

Darby, Elizabeth  
Instructional Assistant/ Psychology/ SCC

Effective: 04/13/10 – 06/04/10

Nguyen, Vi  
Instructional Assistant/ Counseling/ SAC

Effective: 04/13/10 – 06/04/10

Pickler, Kirk  
Instructional Assistant/ Fine & Performing  
Arts/ SCC

Effective: 04/13/10 – 06/06/10

**MISCELLANEOUS POSITIONS**

Nguyen, Phuonglien  
Child Dev. Intern I/ Child Dev. Services/SCC

Effective: 04/12/10 – 06/30/10

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Human Resources and Educational Services**

<b>To:</b>	<b>Board of Trustees</b>	<b>Date:</b> April 12, 2010
<b>Re:</b>	<b>Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD).</b>	
<b>Action:</b>	<b>Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing</b>	

**BACKGROUND**

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD) is presented for information and public review. 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 and formally adopts its bargaining proposal.

**RECOMMENDATION**

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD) and schedule a public hearing for April 26, 2010.

<b>Fiscal Impact:</b> TBD	<b>Board Date:</b> April 12, 2010
<b>Item Prepared by:</b> John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
<b>Item Submitted by:</b> John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
<b>Item Recommended by:</b> Dr. Edward Hernandez, Jr., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
TO THE FACULTY ASSOCIATION OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
April 12, 2010**

**Article 4 – Leaves**

Suspend sabbatical leaves (4.14)

Suspend all banking leaves except serious illness and/or termination (4.16)

**Article 5 – Health and Welfare Benefits**

Maintain 2010-11 district contributions at 2009-10 levels (5.21)

Suspend automatic 10% increase in district contribution for 2010-11 (5.21)

**Article 6 – Instructional Hours, Duties and Workload**

Increase credit instructional work week from 15 LHE to 18 LHE (6.1.3 A and 6.1.4)

Increase non-credit teaching hours from 25 to 30 hours per week (6.1.3 B)

Increase minimum weekly student contact assignment for counselors from 25 to 30 hours per week (6.1.3 C)

Develop 2011-12 Instructional Calendars (6.4)

**Article 7 – Salaries**

Suspend any salary adjustments due to Ninth Place Ranking (7.1.1 A)

Suspend step and class movement (7.1.1 B)

**Miscellaneous**

Increase annual parking fee to \$50 for all unit members

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Human Resources and Educational Services**

<b>To:</b>	<b>Board of Trustees</b>	<b>Date:</b> April 12, 2010
<b>Re:</b>	<b>Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the California School Employees Association (CSEA) Chapter 579.</b>	
<b>Action:</b>	<b>Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing</b>	

**BACKGROUND**

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the California School Employees Association (CSEA) is presented for information and public review. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

**ANALYSIS**

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

**RECOMMENDATION**

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579 and schedule a public hearing for April 26, 2010.

<b>Fiscal Impact:</b> TBD	<b>Board Date:</b> April 12, 2010
<b>Item Prepared by:</b> John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
<b>Item Submitted by:</b> John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
<b>Item Recommended by:</b> Dr. Edward Hernandez, Jr., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 579  
April 12, 2010**

**Article 14 – Wages and Hours**

Maintain 2009-10 schedule for 2010-11. (14.1)

Suspend step advancement and longevity pay for 2010-11 (14.15/14.16)

**Article 19 – Health and Welfare**

Maintain 2010-11 district contributions at 2009-10 levels (19.5 a)

Suspend automatic 10% increase in district contribution (19.5 a)

**Article 22 – Professional Growth Program**

Suspend additional professional growth salary increments for 2010-11 (22.3.2)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Human Resources and Educational Services**

<b>To:</b>	<b>Board of Trustees</b>	<b>Date:</b> April 12, 2010
<b>Re:</b>	<b>Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers Teachers Association (CDCTA).</b>	
<b>Action:</b>	<b>Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing</b>	

**BACKGROUND**

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Child Development Centers Teachers Association (CDCTA) is presented for information and public review. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

**ANALYSIS**

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

**RECOMMENDATION**

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Child Development Centers Teachers Association (CDCTA) and schedule a public hearing for April 26, 2010.

<b>Fiscal Impact:</b> TBD	<b>Board Date:</b> April 12, 2010
<b>Item Prepared by:</b> John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
<b>Item Submitted by:</b> John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
<b>Item Recommended by:</b> Dr. Edward Hernandez, Jr., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BARGAINING PROPOSAL TO THE  
CHILD DEVELOPMENT CENTERS TEACHERS ASSOCIATION (CDCTA)  
April 12, 2010**

**Article 8 – Wages and Hours**

Maintain 200910 schedule for 2010-11. (8.1.1)

Suspend step and column advancement for 2010-110 (8.5.2 & 8.5.4)

**Article 11 – Health and Welfare**

Maintain current contract

**Miscellaneous**

\$50 annual parking fee for all sites

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### Human Resources and Educational Services

<b>To:</b>	Board of Trustees	<b>Date:</b> April 12, 2010
<b>Re:</b>	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Continuing Education Faculty Association (CEFA).	
<b>Action:</b>	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

### **BACKGROUND**

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

### **ANALYSIS**

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

### **RECOMMENDATION**

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) and schedule a public hearing for April 26, 2010.

Fiscal Impact: TBD	Board Date: April 12, 2010
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BARGAINING PROPOSAL TO THE  
CONTINUING EDUCATION FACULTY ASSOCIATION (CDCTA)  
April 12, 2010**

**Article 11 – Wages and Hours**

Maintain 2009-10 schedule for 2010-11. (11.1)

Suspend step and column advancement for 2010-11 (11.2)

**Miscellaneous**

\$50 annual Parking Fee for all unit members assigned to CEC and OEC

**Board of Trustees  
April 12, 2010**

**Conference Docket  
No. 3.7**

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

**BOARD MEMBERS (to be approved)**

**CCLC 2010 ANNUAL TRUSTEES CONFERENCE  
Long Beach, California – April 30-May 2, 2010**

**1 Board Member  
(Brian Conley)**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College**

<b>To:</b> Board of Trustees	<b>Date:</b> April 12, 2010
<b>Re:</b> Approval of Memorandum of Understanding with Chabot-Las Positas Community College District for the Faculty Inquiry Network (FIN) Program	
<b>Action:</b> Request for Approval	

**BACKGROUND**

Santa Ana College was selected in 2009 to be part of the Hewlett Foundation supported Faculty Inquiry Network of 18 California Community Colleges. FIN colleges are investigating particular student learning issues. Our SAC work has focused on our Generation 1.5 students who struggle with college level curriculum and yet very few faculty or students are aware of their particular learning needs. We have been documenting their common and distinctive characteristics and planning on appropriate learning interventions that can be shared across both the Student Services and Academic programs at SAC.

**ANALYSIS**

The MOU for year two (2010) of our FIN grant is focusing on appropriate learning strategies that can be incorporated into curriculum across the disciplines for our Generation 1.5 students. This will be the final year of the grant. It requires no matching funds and has no financial impact.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached memorandum of understanding with Chabot-Las Positas Community College District as partners in the development and delivery of the Faculty Inquiry Network (FIN) program.

<b>Fiscal Impact:</b> None	<b>Board Date:</b> April 12, 2010
<b>Prepared by:</b> Norman Fujimoto, Vice President of Academic Affairs Sandra Wood, FIN Coordinator/Faculty	
<b>Submitted by:</b> Erlinda J. Martinez, Ed.D., President, Santa Ana College	
<b>Recommended by:</b> Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

## MEMORANDUM OF UNDERSTANDING

January 2010-December 2010

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into as of \_\_\_\_\_, \_\_\_\_\_, by and between the Chabot-Las Positas Community College District, a California community college district (hereinafter "CLPCCD") and Santa Ana College, a California community college (hereinafter "SAC") for the purpose of collaborating as partners on the development and delivery of the Faculty Inquiry Network program. CLPCCD and SAC-Team are collectively referred to in this Agreement as the "Parties".

### RECITALS

WHEREAS, CHABOT COLLEGE (hereinafter "CHABOT"), located at 25555 Hesperian Blvd, Hayward, CA 94545, a college within the CLPCCD, has been awarded funding from the Hewlett Foundation to create a program to investigate problems in basic skills education in California community colleges;

WHEREAS, SANTA ANA COLLEGE (hereinafter SAC), located at 1530 W. 17<sup>th</sup> Street, Santa Ana, CA 92706, has a team of faculty (SAC-Team) whose staff has applied for and been approved for participation in the Faculty Inquiry Network program;

WHEREAS, as part of the Faculty Inquiry Network program, CLPCCD seeks to utilize the expertise and experience of SAC-Team staff for this project to contribute to the advancement and furtherance of the development and delivery of the Faculty Inquiry Network program;

WHEREAS, CLPCCD and SAC desire to set forth the principles on which CLPCCD/CHABOT and SAC-Team will operate the Faculty Inquiry Network program and to specify the contributions of each partner in this MOU;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. **Program Requirements.** SAC-Team agrees to do the following:
  - A. Provide a lead faculty member who will be trained in Faculty Inquiry and provide oversight of the project and leadership for the SAC-Team FIN team.
  - B. Maintain a consistent core of participants in the Faculty Inquiry Group for the term of the MOU.
  - C. Send team members of SAC-Team to attend the Spring Regional Meet-ups (March 2010), Summer Regional Meet-ups (August 2010), a Winter Institute (January 2011), and at least two regional meetings (dates to be determined) during the grant period.

- D. Collect, interpret, and share a range of data, including:
  - 1. Classroom-level data such as student work, student interviews, videotaped footage of students.
  - 2. Other data shared across all campuses, such as course success, retention, and persistence rates; and surveys measuring student engagement and self-efficacy.
- E. Submit multi-media representations of Inquiry findings to FIN web commons, as well as contribute emerging insights and reflections to ongoing discussions on FIN web commons. Present Inquiry findings at convenings of the Faculty Inquiry Network, and other contexts, so that other community college educators can benefit from the knowledge gained about student learning.
- F. Allocation of \$1,000 of the total remuneration (listed in 2.B. below) for the college's participation in the Faculty Inquiry Network (FIN) is to be used to employ and remunerate student workers to support your inquiry work.
- G. Designate a financial officer who will be responsible for the fiscal integrity of the SAC-Team project.
- H. Submit twice-yearly financial and progress reports in accordance with the following schedule (subject to change as necessary):

Conference	DATE
Spring Regional Meet-ups	March 2010
Summer Regional Meet-ups	August 2010
Second Mid-Year Financial and Progress Report due	June 15, 2010
Second Year-End Report (first draft) due	November 1, 2010
Second Year-End Report (final draft) due	December 1, 2010
Final Conference	January 2011

- 2. **Program Support.** CHABOT staff shall develop and create Faculty Network program in partnership with SAC-Team, as follows:
  - A. Collaborate with SAC faculty participants for program development and delivery.
  - B. Compensate SAC for their SAC-Team participation with a stipend in the amount of \$18,500.
  - C. Provide no-cost participation in regular Faculty Inquiry Network convenings for FIN team members.
  - D. Supply ongoing Inquiry support, feedback and assistance by FIN leadership team, and Regional Hub Inquiry coaches.
  - E. Offer membership in a state-wide community of practice with other community college educators focused on student learning in basic skills.
  - F. Supply training and equipment for campus "Making Visible" projects, allowing SAC-Team to share Inquiry results with colleagues across the state in ways that are

provocative, engaging and open.

G. Share state-wide and national visibility and public relations of program and outcomes.

H. **Compensation.** CLPCCD shall provide a stipend in the amount of \$18,500 to SAC for the SAC-Team participation during the second year of the program (2010).

3. **Fingerprinting.** SAC expressly acknowledges that its employees and contractors working with CLPCCD, including SAC-Team staff, shall be required to submit fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1. SAC further agrees not to permit any employee or contractor of SAC to come in contact with students until the Department of Justice has ascertained that the employee or contractor has not been convicted of a serious or violent felony.

SAC shall fulfill all of the above fingerprinting requirements at its own expense. This may include being invoiced by CLPCCD for employees/contractors processed through CLPCCD fingerprinting policies, procedures and requirements.

4. **Indemnification.** Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2.

To achieve this purpose, CLPCCD agrees to defend, indemnify and hold harmless SAC, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, due to the negligence, error or omission, of CLPCCD brought or recovered against any of the above that may arise for any reason from or during or to be alleged to be caused by CLPCCD, including all costs, losses, claims, demands, suits, actions, payments and judgments which may be incurred solely by virtue of Governmental Code Section 895.2.

To the same extent, SAC agrees to defend, indemnify and hold harmless the CLPCCD, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, due to the negligence, error or omission, of the SAC brought or recovered against any of the above that may arise for any reason from or during or to be alleged to be caused by the SAC, including all costs, losses, claims, demands, suits, actions, payments and judgments which may be incurred solely by virtue of Governmental Code Section 895.2.

5. **Insurance.** Both Parties shall procure and maintain the following minimum insurance coverage during the term of the agreement:

A. **Liability Insurance**

1. **Coverage.** Without limiting the above indemnification provision and during

the term of this Agreement, the Parties shall obtain and maintain, and shall require their subcontractors to obtain and maintain, liability insurance coverage in the amount of one million dollars (\$1,000,000.00). Each Party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other Parties, and shall be provided and maintained at the Party's own expense.

2. **Verification of Insurance.** SAC agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars and provide an endorsement naming the Chabot-Las Positas Community College District as an additional named insured. Similarly, CHABOT agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars and provide an endorsement naming Santa Ana College as an additional named insured.

3. **Notification of Incidents, Claims or Suits.** The Parties mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.

B. **Workers Compensation Insurance.** Each Party shall obtain and maintain Workers Compensation insurance for its respective employees and agents during the coverage term of this Agreement in conformance with the laws of the State of California and applicable federal laws.

Both parties agree to provide one another with a worker's compensation certificate of insurance upon request.

6. **Non-Discrimination.** The Parties agree that in the hiring of staff, the selection and use of volunteers, and in the implementation of the Faculty Inquiry Network program, all persons will be treated equally and without regard to race, color, religion, ancestry, national origin, sex, age, sexual orientation, marital status or disability, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

7. **Independent Contractor Status.** The Parties hereby acknowledge that they are independent contractors. As such, each Party shall be liable for any debts, obligations, acts and omissions relating to its own agents, representatives, students or employees, including the deduction of all federal, state and local income taxes, social security, FICA and other charges, if any, to be deducted from the compensation of its employees. Furthermore, in no event shall this Agreement be construed as establishing the relationship of agent, servant, employee, partnership, joint venture, association or any similar relationship between the parties hereto. As independent contractors, each party will be solely responsible for determining the means and methods for performing the services described herein. Each party understands and agrees that other party is engaged in an independent business or enterprise and the party shall have no right to direct or control in any way or to any degree the manner of other party's performance hereunder. Each party further understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the other party or create any obligation, express or implied, on the part of the other party.

Neither CHABOT nor any of its agents, representatives, students or employees shall be considered

agents, representatives, or employees of SAC as a result of this Agreement. Furthermore, each and every person employed by CHABOT who is providing services to SAC under this Agreement shall, at all times, remain an employee of CHABOT. CHABOT employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the SAC, nor shall they be entitled to overtime pay from the SAC. SAC will make no State or Federal unemployment insurance or disability insurance contributions on behalf of CHABOT and/or its agents or employees. Neither CHABOT nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights that an employee of the SAC may otherwise have in the event of termination of this Agreement.

Neither SAC nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of CHABOT as a result of this Agreement. Furthermore, each and every person employed by SAC who is providing services to CHABOT under this Agreement shall, at all times, remain an employee of SAC. SAC employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the CHABOT, nor shall they be entitled to overtime pay from the CHABOT. CHABOT will make no State or Federal unemployment insurance or disability insurance contributions on behalf of SAC and/or its agents or employees. Neither SAC nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights that an employee of CHABOT may otherwise have in the event of termination of this Agreement.

8. **Notices.** Any notice required or desired to be served by any Party shall be personally delivered or delivered by United States Mail, postage-prepaid, certified, return receipt requested, or by reputable document delivery services that provides a receipt showing the date and time of delivery. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices personally delivered or delivered by document delivery service shall be effective upon receipt. Notices shall be delivered to the Parties at the following addresses:

To: Chabot-Las Positas Community College District  
7600 Dublin Blvd, #102  
Dublin, California 94568  
Attn: Judi Watkins  
FIN Fiscal Oversight

To: Santa Ana College  
Rancho Santiago Community College District  
2323 North Broadway, Suite 404-2  
Santa Ana, CA 92706  
Attn: Peter J. Hardash  
Vice Chancellor, Fiscal Services

9. **Termination.** This MOU shall commence on January 1, 2010 (the "Effective Date") and shall continue until December 30, 2010, unless sooner terminated pursuant to this paragraph. Either party may terminate this MOU prior to expiration upon 30 days written notice. In the event of termination of this Agreement prior to December 30, 2010, the hourly compensation due to SAC under this Agreement for services rendered will be calculated and paid by CHABOT.

10. **Attorneys' Fees.** In the Event of a dispute under this Agreement, each Party shall bear its own attorneys' fees and costs.

11. **Non-Assignment.** No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior mutual written consent of all Parties hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written

notice to all Parties to carry out and observe each applicable Party's agreements hereunder.

**12. Non-Liability of Officials.** No officer, member, employee, agent, or representative of either Party shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

**13. Third Party Beneficiaries.** Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

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

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

**16. Counterparts.** This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original.

**IN WITNESS WHEREOF**, the Chabot-Las Positas Community College District and Santa Ana College, Rancho Santiago Community College District have entered into this Agreement as of the Effective Date.

---

Lorenzo S. Legaspi  
Vice Chancellor, Business Services  
Chabot-Las Positas CCD

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Peter J. Hardash  
Vice Chancellor, Fiscal Services  
Rancho Santiago CCD

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

To: Board of Trustees	Date: April 12, 2010
Re: Approval of New OTA Agreement – Abbott & Burkhart Therapy	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this contract with Abbott & Burkhart Therapy in Ventura, California.

Fiscal Impact: None	Board Date: April 12, 2010
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

# A G R E E M E N T

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into the 12<sup>th</sup> day of April, 2010 by and between **Abbott & Burkhart Therapy**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

4. For Student Workmen's Compensation

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

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

A. For the Program in General

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

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

**B. For Services and Facilities**

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

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

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

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

**B. Insurance:**

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

**C. Indemnification**

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

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

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

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

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

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

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

*JJK*

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

**Agency: Abbott & Burkhart Therapy**  
 Abbott & Burkhart Therapy  
 2387 Portola Road, Suite A  
 Ventura, CA 93003

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

\_\_\_\_\_  
**Laura Abbott OTR/L**  
 Co-owner  
 Chief Financial Officer & Secretary

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

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

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

To: Board of Trustees	Date: April 12, 2010
Re: Approval of New OTA Agreement – Cornerstone Therapies	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This agreement covers the scope of the program as accredited by the Accrediting Council for Occupational Therapy Education (ACOTE). This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Bart Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this contract with Cornerstone Therapies in Huntington Beach, California

Fiscal Impact:	None	Board Date: April 12, 2010
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

# AGREEMENT

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into the 13<sup>th</sup> day of April, 2010 by and between **Cornerstone Therapies**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

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

WITNESSETH:

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

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

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

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

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

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

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

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

4. For Student Workmen's Compensation

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

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

A. For the Program in General

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

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

**B. For Services and Facilities**

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

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

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

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

**B. Insurance:**

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

**C. Indemnification**

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

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

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

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

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

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

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

*BBK*  
**District: Rancho Santiago Community  
College District**

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

**Agency: Cornerstone Therapies**

**Cornerstone Therapies**  
18700 Beach Blvd. Suite 120,  
Huntington Beach, CA 92648

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

\_\_\_\_\_  
Candice S. Huang, OTD, OTR/L  
Occupational Therapy Department Supervisor

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – Student Services**

<b>To:</b> Board of Trustees	<b>Date:</b> April 12, 2010
<b>Re:</b> Ratification of Memorandum of Understanding (MOU) for Paraprofessional Teacher Training Program (2010-2011) with Orange County Department of Education	
<b>Action:</b> Request for Ratification	

**BACKGROUND**

This MOU represents the continuation of a successful five-year partnership effort between Santa Ana College and the Orange County Department of Education on a project to assist classroom paraprofessionals (aides) become certificated teachers. Instructional aides currently working in SAUSD classrooms are given the opportunity to attend Santa Ana College in preparation for transfer and completion of their bachelor's degree and teaching credential. The Orange County Department of Education provides funding for tuition, fees, and textbooks, and Santa Ana College provides counseling, advisement and support through its existing Center for Teacher Education. This MOU is renewal covering the 2010-2011 program year.

**ANALYSIS**

This partnership MOU covers the scope of the Paraprofessional Teacher Training Program for students to attend Santa Ana College and receives counseling and advisement with financial support provided by the Orange County Department of Education. This agreement has been reviewed and accepted by college staff. There is no added cost of obligation to the district.

**RECOMMENDATION**

It is recommended that the board of trustees approve the Ratification of the MOU between RSCCD on behalf of Santa Ana College and the Orange County Department of Education.

<b>Fiscal Impact:</b> None	<b>Board Date:</b> April 12, 2010
<b>Prepared by:</b> Micki Bryant, Dean of Counseling Sara Lundquist, Ph.D., Vice President of Student Services	
<b>Submitted by:</b> Erlinda J. Martinez, Ed.D., President, Santa Ana College	
<b>Recommended by:</b> Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	



ORANGE COUNTY DEPARTMENT OF EDUCATION  
*Institute for Leadership Development*  
Paraprofessional Teacher Training Program  
**MEMORANDUM OF UNDERSTANDING**

Agreement #: 35428



This Memorandum of Understanding (MOU) is entered into this 23rd day of March, 2010, by and between the Local Educational Agency (LEA), identified as the Orange County Superintendent of Schools (SUPERINTENDENT), and the following School Districts, identified as (DISTRICT), Buena Park School District, Capistrano USD, Cypress School District, Magnolia School District, Newport-Mesa USD, Orange County Department of Education, Orange USD, Saddleback Valley USD, Santa Ana USD, and the following Institutions of Higher Education, identified as (IHE), California State University, Fullerton, South Orange County Community College District (maintaining Saddleback College), North Orange County Community College District (maintaining Cypress College), and Rancho Santiago Community College District (maintaining Santa Ana College and Santiago Canyon College) to form a Consortium to implement the Paraprofessional Teacher Training Program.

**A. PURPOSE**

The purpose of the MOU is to establish a formal working relationship among the parties to this MOU and to set forth the operative conditions which will govern the Paraprofessional Teacher Training Program. SUPERINTENDENT, participating school districts, and participating Institutions of Higher Education (IHE) will form a countywide consortium to provide and coordinate services of the Paraprofessional Teacher Training Program.

**B. PARAMETERS**

1. Starting and ending dates for the funding cycle of the Paraprofessional Teacher Training Program shall begin July 1, 2010, and conclude June 30, 2011.
2. Contract and monitoring responsibilities for the MOU shall rest with the SUPERINTENDENT.

**C. RESPONSIBILITIES - General**

1. SUPERINTENDENT agrees to the following:
  - a. Identify a program administrator who will convene the countywide consortium and manage the ongoing activities of the Paraprofessional Teacher Training Program.
  - b. Employ a program manager to oversee the Paraprofessional Teacher Training Program.
  - c. Provide desk space, storage space, files, and a computer for the Paraprofessional Teacher Training Program.
  - d. Provide workspace for the administrator and program manager, office support services, and meeting space for program activities.
  - e. Provide secretarial support for the administration of the Paraprofessional Teacher Training Program.
  - f. Develop and establish contracts with outside vendors for professional services which may include, but are not limited to:
    - 1) Instructional and professional development services.
    - 2) Advisement services.
    - 3) Test preparation services.
    - 4) Evaluation services.
  - g. Provide a process for equitable distribution of services to paraprofessionals in all participating districts and IHEs.
  - h. Establish and maintain accurate records and reports and fiscal accounting services. Maintain a locked, confidential file to store all information on participating paraprofessionals.
  - i. Maintain all records pertinent to the Paraprofessional Teacher Training Program for a period of five (5) years from the termination of this MOU or for any period required thereafter by statute.
  - j. Establish procedures for monitoring progress.
2. Participating INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
  - a. Identify a staff member to serve as the liaison between the SUPERINTENDENT and the IHE who will provide advisement and a study plan for participants in the Paraprofessional Teacher Training Program and serve on the countywide advisory council.
  - b. Network communication and articulation among the consortium members.
  - c. Facilitate appropriate support services as identified by the advisory committee and consortium.
  - d. Schedule alternative means of accessing higher education (e.g., flexible scheduling and locations, and satellite learning).
  - e. Develop program for timely participation and completion of coursework.
  - f. Provide the fiscal structure for grant funds to be used.
  - g. Maintain all records pertinent to the Paraprofessional Teacher Training Program for a period of five (5) years from the termination of this MOU or for any period required thereafter by statute.

3. Participating DISTRICTS agree to the following:

- a. Appoint a district coordinator to serve on the countywide consortium and fulfill the roles and responsibilities of managing the Paraprofessional Teacher Training Program component as specified in the grant.
- b. Assist in selecting paraprofessionals for program participation according to the established criteria.
- c. Provide clerical and administrative time to support the Paraprofessional Teacher Training Program.
- d. Provide space for classes and tutoring or counseling meetings, as needed, at no charge to the grant.
- e. Develop the role of a district coordinator to implement equitable dispersal and application of organizational support (e.g., granting of flexible hours of employment, assisting with access to quality child care programs, and maintaining the opportunity for continued employment while in the program).
- f. Facilitate and assist the bargaining-unit in planning, developing, and implementing career ladders.
- g. Make every effort to guarantee employment for paraprofessionals upon completion of a valid California teaching credential to equal the same number of years of participation in the Paraprofessional Teacher Training Program.
- h. Agree that district paraprofessionals who fail to meet the competency standards, attendance, and GPA requirements established by SUPERINTENDENT and the district, in which the district paraprofessional works, will be referred to the district's human resources administrator for review and recommendations. A district paraprofessional who fails to retain employment status cannot remain in the Paraprofessional Teacher Training Program. A letter from the exiting paraprofessional must be submitted to the program director indicating his/her withdrawal from the Paraprofessional Teacher Training Program.
- i. Prepare contractually viable options for job transfers, leaves, and medical benefits, if applicable, during the possibility of student teaching by the paraprofessional (if appropriate).
- j. Maintain all records pertinent to the Paraprofessional Teacher Training Program for a period of five (5) years from the termination of this MOU or for any period required thereafter by statute.

D. RESPONSIBILITIES - Fiscal

1. SUPERINTENDENT in its capacity as LEA, agrees to the following:

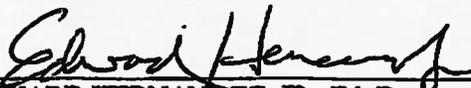
- a. Overall fiscal responsibility for the administration of the grant funds, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education and/or Commission on Teacher Credentialing.
- b. Develop and maintain a budget that meets the costs of implementing program responsibilities.
- c. Expend income according to regularly established policies and procedures of the funding agency.

2. INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:

- a. Establish a payment system for tuition and books, as well as maintaining records relative to the paraprofessional cohort group(s).

E. TERMS AND CONDITIONS

1. Any and all products or materials developed for the Orange County Paraprofessional Teacher Training Program are the exclusive property of the Orange County Superintendent of Schools. The Orange County Superintendent of Schools shall have all right, title, and interest in said products or materials, including the right to secure and maintain the copyright, trademark and/or patent of said products or materials in the name of SUPERINTENDENT, DISTRICT, or ITE shall have the right to disseminate, market, or otherwise use the products or materials only with the express written permission of SUPERINTENDENT.
2. SUPERINTENDENT, as LEA, shall have access to records of participating school districts and IHEs pertinent to the Paraprofessional Teacher Training Program for auditing and evaluation purposes. Each of the parties shall maintain all pertinent records for a period of five (5) years from the termination of this MOU or for any period required thereafter by statute.

  
EDWARD HERNANDEZ, JR., Ed. D.  
(Rancho Santiago Community College District)

Chancellor

3/29/10  
Date

  
Orange County Superintendent of Schools

Patricia McCaughey, Coordinator

Title

March 23, 2010

Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date:	April 12, 2010
Re:	Approval of the 2010-11 Tentative Budget Assumptions		
Action:	Request for Approval		

**BACKGROUND**

Each year, the Board of Trustees approves assumptions that are used to guide the District and Colleges in the development of the district's annual budget.

**ANALYSIS**

The attached budget assumptions are based on the best information known at this time, including the 2010-2011 State Budget Act. The Budget Allocation and Planning Review Committee (BAPR) recommended the proposed assumptions to the Chancellor. The Chancellor has reviewed the assumptions and is recommending them for approval by the Board of Trustees. The Chancellor will present these assumptions to the District Council on April 12<sup>th</sup>. The BAPR Committee unanimously recommended that an additional 2% reduction of workload measures (FTES) be included in the Tentative Budget in anticipation of further state funding reductions.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Tentative Budget Assumptions for the 2010-11 fiscal year as presented.

Fiscal Impact:	Not applicable	Board Date:	April 12, 2010
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

# Rancho Santiago Community College District 2010-11 Tentative Budget Assumptions

These assumptions are for use in development of the 2010-11 district and college tentative budgets. As more detailed information is received in the coming months from the offices of the Governor and the State Chancellor, the assumptions will be adjusted accordingly.

## General Assumptions

1. The 2010-11 Tentative Budget will be balanced by using the 2009-10 ending balance in excess of the contingency reserve
2. The 2010-11 Tentative Budget will have a contingency reserve of no less than 5%
3. Budgeting for 2010-11 will utilize the current RSCCD Budget Allocation Model
4. The district and colleges will use plans, planning documents, and planning processes as a basis for development of their expenditure budgets

## Revenue Assumptions

5. General apportionment deficit factor 3% for 2010-11
6. The Cost of Living Adjustment (COLA) of 0.00% for 2010-11
7. All reductions to Categorical Programs will be borne by those Categorical Programs
8. Workload Measure Reduction (negative growth) -2%
9. Enrollment Growth funds for RSCCD of 0% for 2010-11
10. The lottery revenue will be calculated at the rate projected by School Services of California. The current estimate is \$111.00 per FTES for unrestricted revenue and \$13.25 per FTES for restricted revenue in accordance with Proposition 20. Lottery revenues are reduced in proportion to workload measures reductions (loss of FTES)

## Expenditure Assumptions

11. The district intends to meet all negotiated contractual obligations.

### Reviews

BAPRC recommends budget assumptions to the Chancellor (3-25-2010)

Chancellor's Cabinet to review recommended budget assumptions ( )

Chancellor's Council to review recommended budget assumptions ( )

Board of Trustees approved the assumptions ( )

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

<b>To:</b>	Board of Trustees	<b>Date:</b> April 12, 2010
<b>Re:</b>	Approval of Consulting Services – The Dolinka Group	
<b>Action:</b>	Request for Action	

**BACKGROUND**

Prior to 1994, School and Community College Districts were required to negotiate independent “pass through” agreements with local Redevelopment Agencies (RDA) to partially compensate for lost property taxes that were diverted for Redevelopment Agency projects. AB 1290, passed in 1993, requires RDA’s to make pass through payments, by revenue formulas, to affected taxing agencies without the need for negotiated agreements by project area. AB1290 also required that certain pass through income to districts be counted as local property taxes for offset purposes for K-14 state apportionment payments. The burden of identifying which income is used as property tax offset was placed upon educational entities. This complex issue is now making its way to the forefront during these difficult budgetary and economic times. The Department of Finance has indicated that they will require districts independent auditors to test for the appropriate property tax offset for state apportionment.

**ANALYSIS**

This complex RDA and property tax issue necessitates the hiring of independent experts to evaluate all of our RDA projects within the RSCCD district boundaries and calculate and ensure that current laws are followed in the appropriate distribution of RDA funds to our district and the appropriate accounting of those revenues. The Dolinka Group specializes in the RDA pass through legal process and has assisted many community college districts and school districts to ensure their fair share of RDA funds. RDA funds not subject to state apportionment offset are used for facilities improvements. The RSCCD has twenty eight current RDA projects subject to AB1290 and SB 211 requirements. The Dolinka group proposes a three phase approach. Phase I tasks are identified in Exhibit A in the attached statement of work. Phase II and Phase III tasks are dependent on the outcome of Phase I. Phase I cost is a flat fee of \$25,000. These costs can appropriately be paid by current district RDA funds.

**RECOMMENDATION**

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

<b>Fiscal Impact:</b>	\$25,000	<b>Board Date:</b> April 12, 2010
<b>Prepared by:</b>	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
<b>Submitted by:</b>	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
<b>Recommended by:</b>	Edward Hernandez, Jr., Ed.D., Chancellor	

**AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of March 2010 ("Effective Date"), by and between Rancho Santiago Community College District at 2323 N. Broadway, Santa Ana, CA 92706, hereinafter called "Client", and Dolinka Group, LLC at 20 Pacifica, Suite 900, Irvine, CA 92618, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

**ARTICLE I.**  
**SERVICES TO BE PERFORMED BY CONSULTANT**

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

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

**ARTICLE II.**  
**OWNERSHIP; USE**

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

**Section 2.2 Client's Rights and Obligations.** Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the

prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

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

### **ARTICLE III. COMPENSATION**

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

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

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

**Section 3.3** Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

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

#### **ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT**

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

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

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

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

#### **ARTICLE V. OTHER AGREEMENTS OF CLIENT**

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

## **Section 5.2**     Client Responsibility

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

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

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

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

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

## **ARTICLE VI.** **TERM; TERMINATION**

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

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

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

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

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

## **ARTICLE VII. CONFIDENTIALITY**

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

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

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

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

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

## **ARTICLE VIII. GENERAL PROVISIONS**

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

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

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

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

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

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

**Section 8.7**     Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT.

CLIENT

**Dolinka Group, LLC**

**Rancho Santiago Community College District**

By: \_\_\_\_\_  
Benjamin Dolinka  
President/CEO

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

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

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

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## EXHIBIT A

### STATEMENT OF WORK

#### **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT REDEVELOPMENT SERVICES – PHASES I, II, AND III**

Dolinka Group, LLC shall provide Redevelopment Assistance to the Rancho Santiago Community College District ("District" or "Client") for the Project Areas listed in Exhibit C. The specific tasks to be performed under this Statement of Work include the following:

##### **Phase I: Redevelopment Study**

This phase involves Dolinka Group conducting an in-depth study of the redevelopment project areas within the boundaries of the District.

##### **Task 1. Project Area Identification**

This task involves identifying the number of redevelopment project areas that exist within the boundaries of the District. Dolinka Group will produce an organizational chart identifying the governing redevelopment agency and mergers for each project area. Data and documentation may need to be requested from the Orange County Auditor-Controller's Office and/or given redevelopment agency(s).

##### **Task 2. Payment Type Determination**

This task involves determining the type of redevelopment pass-through payments that should be paid to the District by a given redevelopment agency for each project area identified under Task 1. Dolinka Group shall distinguish whether the payment obligation falls under the statutes and provisions of a pass-through agreement, Assembly Bill 1290, Senate Bill 211, *Santa Ana Unified District v. Orange County Development Agency*, and/or any other applicable requirements of the Health and Safety Code due to the date of creation or an amendment to the given project area. Additionally, Dolinka Group will determine the commencement and termination date of pass-through payments for each project area with a payment obligation.

##### **Task 3. Apportionment Confirmation**

This task involves confirming the appropriate use of redevelopment pass-through payments remitted to the District by a given redevelopment agency. Dolinka Group will identify whether such remittances should be used for operational expenditures, capital facility projects, or a specific combination of both for each project area identified as having a payment obligation under Task 2.

##### **Task 4. Reporting Requirements to the State of California**

This task involves identifying whether the District must report a certain percentage of its annual redevelopment collections to the State of California. If so, Dolinka Group will determine the amount as a percentage that must be reported versus not reported. An analysis will be performed for each project area identified as having a payment obligation under Task 2.

**Task 5. GIS Mapping**

This task involves preparing a separate boundary map using Geographic Information Systems for each project area identified under Task 1. Additionally, Dolinka Group will prepare a GIS map displaying the boundaries of each project area onto a single overview map.

**Task 6. Project Area Summaries**

This task involves preparing a summary for each project area identified under Task 1 stating Dolinka Group's findings in Tasks 1 through 5.

**Task 7. Web Portal Software**

This task involves the development of Dolinka Group's proprietary electronic filing and web-based tracking software ("Web Portal") customized to the District. Such software shall include a library of all the applicable documentation and deliverables gathered or produced by Dolinka Group in Tasks 1 through 6. The Web Portal will be available on [www.dolinkagroup.com](http://www.dolinkagroup.com).

**Phase II: Payment Calculations**

This phase involves Dolinka Group calculating historical and future pass-through payments owed to the District by the given redevelopment agency(s).

**Task 1. Pass-Through Agreement Interpretation**

This task involves interpreting the executed pass-through agreement(s) identified under Phase I. Dolinka Group will outline the methodology of each pass-through agreement and determine whether the terms and conditions of each pass-through agreement are being met. Such determinations may involve correspondence and communication with the District's redevelopment attorney.

**Task 2. Data Analysis**

This task involves collecting and analyzing data for each project area identified as having a payment obligation under Phase I. Such data will include, but not be limited to, assessed valuation, tax rate areas, and tax rates. Obtaining such data in a timely manner will be dependent on the cooperation and the time frame of historical records of the Orange County Auditor-Controller's Office.

**Task 3. Document Review**

This task involves gathering and reviewing pertinent documentation for each project area identified as having a payment obligation under Phase I. Such documentation may include, but not be limited to, Assembly Bill 1389 reports, redevelopment plans, preliminary plans, environmental impact reports, ordinances, and project area maps. Obtaining such documentation in a timely manner will be dependent on the cooperation of the redevelopment agency(s).

**Task 4. Tax Increment Modeling**

This task involves developing a tax increment model for each project area identified as having a payment obligation under Phase I. The model will enable Dolinka Group to confirm the accuracy of annual pass-through remittances to the District from a given redevelopment agency(s). Dolinka Group will provide a print-out of each projection to the District that will outline how the pass-through payment was calculated and how the pass-through payment should be apportioned.

**Task 5. Validation of Historical Remittances**

This task involves validating consolidated historical remittances of the District for each project area identified as having a payment obligation under Phase I. To validate such remittances, Dolinka Group will rely upon (i) interpretations made under Task 1 of Phase II, (ii) data analyzed under Task 2 of Phase II, (iii) documentation reviewed under Task 3 of Phase II, and (iv) consolidated historical payment records provided by the District. Dolinka Group will validate historical remittances up to the lesser of (i) number of years data are readily available from the Orange County Auditor-Controller's Office, or (ii) the previous five (5) fiscal years.

**Task 6. Future Pass-Through Payment Projection**

This task involves projecting future tax increment receipts for each project area identified as having a payment obligation under Phase I using the tax increment model developed in Task 4 of Phase II. Such projection will be based on a conservative two-percent (2%) inflator and the expected payment termination date of each project area.

**Task 7. Project Area Summary Update**

This task involves updating and completing the summary of Dolinka Group's findings for the project area(s) identified as having a payment obligation under Phase I with new information determined in Phase II.

**Task 8. Web Portal Software Update**

This task involves updating the Web Portal with updated information determined through Tasks 1 through 7 of Phase II. The Web Portal will be available on [www.dolinkagroup.com](http://www.dolinkagroup.com).

**Task 9. Meeting with Staff**

This task involves one (1) meeting with the staff of the District to review the findings and deliverables from Phases I and II.

**Phase III: Negotiations**

This phase involves Dolinka Group assisting the District resolve historical pass-through payment discrepancies for identified redevelopment projects areas.

**Task 1. Identify Discrepancies to be Resolved**

This task involves identifying the redevelopment project areas to pursue discrepancy resolution. To identify such projects areas, Dolinka Group will assist the District in assessing and prioritizing each discrepancy

**Task 2. Gather Supporting Documentation**

This task involves gathering and reviewing pertinent supporting documentation for the redevelopment project areas identified under Task 1. Such supporting documentation shall be requested from the applicable redevelopment agency and the Orange County Auditor-Controller. The supporting documentation will include, but not be limited to, correspondence, calculations, methodologies, and supporting historical documents.

**Task 3. Review Documentation**

This task involves reviewing legal documentation, correspondence, and calculations from members of the District's negotiation team, as well as the negotiation team of the given redevelopment agency.

**Task 4. Develop Negotiation Tactics and Strategies**

This task involves developing negotiation tactics and strategies to resolve the discrepancies for project areas identified under Task 1. Such assistance may require collaboration with legal counsel retained by the District.

**Task 5. Conduct Sensitivity Analyses**

This task involves performing sensitivity analyses for the purposes of Task 4. Such sensitivity analyses may include, but not be limited to, comparisons, future tax increment projections, and trend analyses.

**Task 6. Participate in Negotiations**

This task involves participating in negotiations to attain a resolution of the discrepancies identified in payments from the given redevelopment agency to the District for the redevelopment project areas identified under Task 1. Such negotiations will involve correspondence and communication with members of the District's negotiation team, as well as the negotiation team of the given redevelopment agency.

## EXHIBIT B

### FEE SCHEDULE

#### **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT REDEVELOPMENT SERVICES – PHASES I, II, AND III**

The proposed budget for services performed by Dolinka Group, LLC for the Rancho Santiago Community College District ("District" or "Client") under the Statement of Work for Phase I shall be a flat fee of \$25,000 (plus expenses). The first installment of \$12,500 (plus expenses) shall be payable to Dolinka Group at the time the Agreement is executed by both parties. The second installment of \$12,500 (plus expenses) shall be payable upon the completion of Phase I.

In the event the District elects to have Dolinka Group audit payment records/calculations, Phase II, the proposed budget for services shall be a flat fee per project area type (plus expenses), as determined below and as such types are identified under Task 2 of Phase I:

##### **Flat Fee Per Project Area Type**

Pass-Through Agreement	\$5,000
Assembly Bill 1290	\$3,000
Senate Bill 211	\$3,000
Two-Percent/Senate Bill 211	\$3,000
Two-Percent	\$2,000

The District may retain the services of Dolinka Group under Activity II for either a select few project areas of all project areas. The total "flat fee per project area" compensation for Phase II (the sum of the number of project areas multiplied by the appropriate flat fee) shall be divided in half and be payable in two equal installments. The first installment (plus expenses) shall be payable to Dolinka Group upon commencement of work for Phase II. The second installment (plus expenses) shall be payable upon the completion of Phase II.

The proposed budget for services performed by Dolinka Group for the District under the Statement of Work for Phase III shall be billed based on time and materials expended by Dolinka Group. Below are the hourly rates of Dolinka Group.

President	\$250/Hour
Vice President	\$225/Hour
Director	\$200/Hour
Senior Associate	\$150/Hour
Associate	\$125/Hour
Senior Analyst	\$110/Hour
Analyst	\$100/Hour
Research Assistant	\$ 85/Hour

At such time the District decides to retain the services of Dolinka Group for Negotiations, Phase III, an initial budget for the services shall be established by the Parties.

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## EXHIBIT C

### PROJECT AREAS

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT REDEVELOPMENT SERVICES – PHASES I, II, AND III

Project Area Name	Redevelopment Agency
Garden Grove CRA Community Proj. 1972-73	Garden Grove
Garden Grove CRA Community Proj. 1979-80	Garden Grove
Garden Grove CRA Community Proj. 1973-74	Garden Grove
Garden Grove CRA Buena-Clinton 1980-81	Garden Grove
Garden Grove CRA CP 98-99 Lampson/Buaro	Garden Grove
Garden Grove Community Proj. 1976-1977	Garden Grove
Garden Grove CRA CP Anx 2003 BYV 2001-02	Garden Grove
Garden Grove CRA CP Amend BYU 1980-81	Garden Grove
Garden Grove CRA CP Amend 1991-92	Garden Grove
Santa Ana CRA-South Harbor Blvd 81-82	Santa Ana
Santa Ana CRA-Bristol Corridor 1989-90	Santa Ana
Santa Ana CRA-North Harbor Blvd 1981-82	Santa Ana
Santa Ana CRA-Downtown 72-73 & 74-75	Santa Ana
Santa Ana CRA-Intercity Commuter Stn 81-82	Santa Ana
Santa Ana CRA-South Main St. 1981-82	Santa Ana
Orange County CRA-Santa Ana Heights, 85-86	County of Orange
Orange County CRA-Neighborhood Proj. 87-88	County of Orange
Orange City CRA-Tustin Street 1983-84	City of Orange
Orange City CRA-Tustin Street Am#1 87-88	City of Orange
Orange City CRA-Northwest 1987-88	City of Orange
Orange City CRA-Southwest Am#3 95-96	City of Orange
Orange City CRA-Southwest 1984-85	City of Orange
Orange City CRA-Southwest Am#1 1985-86	City of Orange
Orange City CRA-Southwest Am#2 87-88	City of Orange
Tustin CRA-Marine Corp Air Stn 2002-03	Tustin
Yorba Linda CRA 1983-84	Yorba Linda
Anaheim CRA-River Valley 1983-84	Anaheim
Anaheim CRA-Alpha 1972-73	Anaheim

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Educational Services/Child Development Services**

To:	Board of Trustees	Date: April 12, 2010
Re:	Approval of Contract with The Great American Lunch Box	
Action:	Request for Approval	

**BACKGROUND**

The kitchen for the Child Development Center at Centennial Education Center is being renovated. In order to provide food service to the children as required by the California Department of Education it will be necessary to use an outside vendor. The Great American Lunch Box is currently Orange County's largest provider of private school hot lunches serving over six thousand children at more than thirty schools.

**ANALYSIS**

The proposed contract will provide snacks, breakfast and lunch for the 168 children enrolled at the site. The term of the contract is April 13, 2010 through June 30, 2010 with an option to renew for additional periods, if necessary.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Chancellor, or designee, to execute the contract with the Great American Lunch Box to provide food services at Centennial Education Center, Child Development Center.

Fiscal Impact:	\$25,508 (initial cost)	Board Date: April 12, 2010
Item Prepared by:	Dee Tucker, Executive Director, Child Development Services	
Item Submitted by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Recommended by:	Dr. Edward Hernandez, Jr., Chancellor	

# The Great American Lunch Box

2620 Newport Blvd.  
Costa Mesa, CA 92627



Telephone 949-548-7427  
Fax 949-548-2551

February 26, 2010

## PROPOSAL

**THE GREAT AMERICAN LUNCH BOX**, a California corporation, hereinafter referred to as "Vendor", proposes to provide the following services to **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "RSCCD":

WHEREAS, Vendor is in the business of assisting institutions in providing food and catering services to their residents and for other special events; and

WHEREAS, Vendor serves as the agent of the institutions in providing such food and catering services; and

WHEREAS, RSCCD desires to provide food and catering services to its residents; and

WHEREAS, RSCCD desires to hire Vendor to serve as its agent to provide such food and catering services on its behalf;

NOW, THEREFORE, in consideration of the promises contained herein, Vendor proposes the following:

## VENDOR'S RESPONSIBILITIES

### **THE GREAT AMERICAN LUNCH BOX AGREES TO:**

1. Prepare and supply the meals to **Centennial Child Development Center** at 2900 W. Edinger, Santa Ana, CA, 92704, by a time to be determined, in accordance with the number of meals requested and at the cost per meal listed below:

Lunch (Pre-pack) - \$ 2.59

Breakfast (Pre-pack) - \$ 1.50

PM Snack (Pre-pack) - \$ .94

2. Provide RSCCD, for approval, a proposed menu for each month at least 10 days prior to the beginning of the month to which the menu applies. Any changes to the menu made after RSCCD approval must be agreed upon by RSCCD and the Vendor and documented on the menu records.

3. Assure that each meal provided to RSCCD under this contract meets the minimum nutritional requirements as specified by the CCFP meal Pattern Schedule B which is excerpted from the regulations 7-CFR Part 226.20
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to RSCCD during the term of this Contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA food buying guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food.
5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for RSCCD. Meal count documentation must include the number of meals requested by RSCCD.
7. Allow RSCCD to increase or decrease the number of meal orders, as needed, when the request is made at least 24 hours prior to the scheduled delivery time.
8. Present to RSCCD an invoice on a monthly basis with payment term of net 45 days from the date of the invoice. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this agreement.
9. Provide RSCCD with a copy of current health certification for the food service facility in which it prepares meals. The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Facilities Law, and Chapter 4 of the California Health and Safety Code, are met at all times.
10. Operate in accordance with current CCFP regulations.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by RSCCD, representatives of the California State department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.
12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
13. The Vendor certifies, that in its operation of a Child Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or RSCCD.

14. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510 (Lower Tier).

As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350et.Seq) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient RSCCD certifies that it will continue to provide a drug-free workplace.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AGREES TO:**

1. Telephone no later than Wednesday of the previous week, an accurate number of meals to be delivered to RSCCD on each day. Notify Vendor of necessary increases or decreases in number of meal orders within 24 hours prior to the scheduled delivery time. Errors in meal counts made by RSCCD shall be the responsibility of RSCCD.
2. Ensure that an RSCCD representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. RSCCD assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of CCFP, and in health and sanitation practices.
3. Provide personnel to serve the meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the vendor no later than one hour after meal service.
4. Notify the Vendor within 3 days of receipt of the next months proposed menu of any changes, additions, or deletions that will be required in the menu request.
5. Provide the Vendor with a copy of Title 7 CFR Part 226; the CCFP Meal Pattern, Schedule B; the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements, of CCFP. RSCCD will, within 24 hours of receipt from CDE/CCFP, advise the Vendor of any changes in the food service requirements of CCFP.
6. Pay the Vendor according to the terms stated on the weekly invoice, RSCCD agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.
7. All reusable containers for delivery provided by the Vendor shall be returned to them at the next scheduled pickup date or within 72 hours, whichever is earliest.

## INSURANCE

VENDOR shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. VENDOR shall deliver certificate(s) of insurance under VENDOR's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

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

## INDEMNIFICATION CLAUSE

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

## TERMS OF AGREEMENT

1. Term. The term of this Agreement shall commence beginning April 13<sup>th</sup>, 2010 and shall remain in effect through June 30<sup>th</sup>, 2010. The Agreement may be renewed for additional periods by written agreement of the parties prior to the termination of the Agreement. The additional period for which any such renewal will apply shall be determined by the parties and stated in the written renewal agreement; provided, however, that if the parties fail to state a specific renewal term in any written or oral renewal agreement, this Agreement shall be renewed automatically for the term of one (1) year.

Signed:

\_\_\_\_\_  
Bryan Berman, President  
The Great American Lunch Box

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

Accepted By:

\_\_\_\_\_  
Peter Hardash, Assistant Vice Chancellor  
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 12, 2010
Re: Approval of Structural Engineering Services – Rodriguez Engineering, Inc.	
Action: Request for Action	

**BACKGROUND**

A preliminary structural survey report was recently completed on the Santa Ana College Bookstore portion of the “U” Building. This is the separate building that houses the campus bookstore that is one component of the overall Johnson Center facility. Although the building was constructed to Division of State Architect (DSA) structural standards and approved by DSA in 1967, a follow up study conducted by DSA several years ago identified potential concerns with the structure.

Two possible seismic deficiencies have been identified by the structural engineer hired to perform a preliminary inspection. The roof and second floor ties to the walls requires an improved anchoring system and the stairwell opening between the two floors needs additional structural strengthening.

The structural engineers do not feel this is an immediate dangerous condition. They recommend that this minor retrofitting work be completed once DSA has approved the new anchoring systems and the retrofit scope of work.

**ANALYSIS**

In order to submit seismic retrofit schematic drawings for DSA review and approval, the structural engineer, Rodriguez Engineering, Inc. will need to prepare schematic phase drawings and specifications. The proposed fee for this service is \$18,500.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the structural engineering agreement with Rodriguez Engineering, Inc. as presented.

Fiscal Impact: \$18,500	Board Date: April 12, 2010
Prepared by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

February 25, 2010

**Rancho Santiago  
Community College District**  
2323 North Broadway, Suite 404-1  
Santa Ana, CA 92706-1640

**Attn: Mr. Peter J. Hardash**  
Vice Chancellor  
Business Operations/Fiscal Services

**Subject: Building "U" Bookstore Seismic Retrofit Project – Schematic Phase  
Santa Ana College, Rancho Santiago Community College District  
Structural Engineering Services Proposal**

As requested during our recent meeting, Rodriguez Engineering, Inc. (REI) presents this proposal for the structural engineering services associated with the above referenced project. The following is our understanding of the project, proposed scope of work, and proposed fee.

### **Understanding of Project**

It is our understanding that the District is interested in proceeding forward with the 5,200-square foot two-story Building "U" Bookstore seismic retrofit project. The first phase is to prepare a "Schematic Phase" structural package for the review and approval of the Division of the State Architect (DSA). Upon DSA approval, the next phase would be the preparation of the Construction Documents. This proposal is for the first phase only. A separate proposal will be prepared for the Construction Document phase based upon determination of the exact requirements by DSA.

### **Proposed Scope of Work**

The scope associated with the Schematic Phase will be to prepare an Evaluation and Design Criteria Report for the building. The report is to include the following elements:

- Identification of the building structural and nonstructural systems, potential structural deficiencies in the elements or systems, and method of proposed retrofit.
- Determination of the methodology for structural evaluation and retrofit design.
- Inclusion of available existing structural "as-built" building plans, reports, and associated documents of the existing construction.
- Preparation of schematic level structural roof framing plan, second floor framing plan, foundation plan, and details.
- Submit and attend a meeting at DSA's San Diego office.

### **Project Assumptions**

- No destructive testing or exploration to be performed for this first phase.
- No geological and site-related hazards investigation to be performed for this first phase.
- No other professional services other than structural included in this first phase.
- All additions and alterations to the existing building were previously DSA approved.

### **Proposed Fee for Services**

We propose to perform the above stated scope of work on a **FIXED FEE** basis for **EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500)**, payable at appropriate progress intervals.

The work to be done in accordance with the attached Exhibit A – Terms and Conditions.

If you concur with our proposal, please send us a Purchase Order for our record. We will begin work upon receipt of the Purchase Order

Please feel free to contact me should you have any questions. Thank you for your continued interest in our structural engineering services.

Sincerely,

Rodriguez Engineering, Inc.

Eric F Rodriguez, Principal  
California License S4617

**RODRIGUEZ ENGINEERING, INC.**  
**EXHIBIT A – TERMS & CONDITIONS**

**1. Payment:** Invoices are due and payable upon receipt of invoice. After thirty (30) days from date of issuance, unpaid portions of the invoice shall be assessed a penalty of one percent per month (1%/month). No deduction shall be made from Engineer's compensation on account of problems or losses for which Engineer's has not been held legally liable. Any payments not received within 30 days of statement date will be cause for cessation by Engineer of all work on the Project. In light of the obvious advantage of resolving question and disputes regarding Engineer's statement quickly and while recollections are fresh, client will notify Engineer of any questions or dissatisfactions regarding any statement within 30 days of the statement date; and if Client fails to give Engineer such notice, the Client will have waived its right to dispute the accuracy and appropriateness of the statement and the statement will be binding upon client.

**2. Rate Schedule and Reimbursable Expenses:** For purposes of hourly services, extra work or termination of services, the following fee schedule shall apply:

Principal	\$195/hour	Drafter	\$95/hour
Senior Engineer	\$165/hour	Clerical	\$65/hour
Project Engineer	\$135/hour		

Reimbursable Expenses: Cost plus 15% markup.

**3. Standard of Care:** Service provided by the Engineer under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Further, Engineer shall not be responsible for matters other than its own professional services; and in particular, without limitation Engineer shall not be responsible for delays beyond its reasonable control, for inaccurate information provided to it by Client or other reasonably reliable sources, for site conditions of which it is not informed, for any failure to investigate or detect hazardous materials or toxics wastes, for constructions procedures or safety precautions, for implementing Client's lawful design decisions or instructions, for the actions or inactions of lawful design decisions or instructions for the actions or inactions of governmental agencies, or for any failures of materials of contractors.

**4. Opinion of Probable Construction Costs:** Since Engineer has no control over the cost of labor, materials or equipment, or over any contractor's method of determining prices or over competitive bidding or market conditions, Engineer's opinions of probable construction cost concerning the project are based solely upon his informed judgment; and if Client wishes greater assurances as to construction costs, then Client shall employ an independent cost estimator.

**5. Site Observation:** Engineer will have no site observation responsibilities and no responsibility for the Contractor's performance, and Client shall indemnify Engineer to the fullest extent allowed by law concerning any loss and or/ claim which may arise out of the Contractor's performance.

**6. Submittal Review:** Appropriate contractor submittals formally submitted to Engineer will be reviewed with reasonable promptness (usually within 10 working days) for only conformance with design concept and compliance with the Construction Documents, and not for quantities, constructability or matters within the assumed expertise of the submitting Contractor.

**7. Risk Allocations:** Client and Engineer have discussed their risks, rewards and benefits of the Project and the Engineer's total fee for services. The risks have been allocated such that the client agrees that to the fullest extent permitted by law, Engineer total liability to client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any causes shall not exceed the Engineer's total fee for the

services rendered on the project. Such causes include, but are not limited to, Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**8. Indemnification:** Engineer will endeavor to stand behind its services by maintaining appropriate liability insurance, and by defending and indemnifying client and client's employees to the full extent of this insurance from and against any and all claims and/or liability arising out of Engineer's active negligence or willful misconduct in the performances of the services called for by this Agreement. Conversely, in light of the limited nature of Engineer's involvement with the project's overall planning and execution and of the disparity between Engineer's fee and the potential liability for problems or alleged problems with the Project, should Engineer be subjected to claims and/or become embroiled in litigation concerning the project but not arising out of Engineer active negligence or willful misconduct, then client will to the fullest extent allowed by law defend and indemnify Engineer and Engineer's principals, employees and subconsultants from and against such claims and liability even if they are involve allegations of design defects within the meaning of California Civil Section 2782.

**9. Termination:** Because of the importance of a good working relationship between Client and Engineer, it is hereby agreed that either party may terminate this agreement upon written notice to the other party provided only that this notice is given in a good faith belief that said working relationship is less than satisfactory. Further, Engineer may suspend its performance under this Agreement and/or terminate this Agreement and its related obligations to Client with no liability for so doing at anytime if Client allows an invoice to become delinquent pursuant to the compensation provisions of this agreement. Upon the termination of this agreement by either party, the client shall pay the Engineer for service performed and reimbursable cost incurred at rates and for items determined by the applicable terms of this Agreement.

**10. Ownership of Documents:** The Documents prepared by Engineer pursuant to this agreement shall become the property of Client upon the Project, and from that date on Engineer shall have neither rights nor obligations concerning these documents. However, should these documents be used on other projects, or on extensions or modifications of the Project, then the Client shall indemnify Engineer to the fullest extent allowed by the law against all claims made against the Engineer or arise from or related to such use and for all legal expenses including actual attorney's fees in connection with such claims.

**11. Breach Procedure:** If at any time either party should feel that the other has materially breached this agreement, then it shall notify that party in writing setting forth clearly what must be done to cure that breach; and thereafter the party so notified shall have 14 calendar days to take the prescribed action.

**12. Miscellaneous:** In the event that litigation and/or disputes develop between Engineer and Client concerning or arising out of this Agreement, then the prevailing party shall be entitled to recover from the other reasonable attorney's fees and litigation costs. This Agreement shall be binding upon and insure to the benefits of the parties hereto and their respective partners, joint ventures, heirs, estates, personal representative, successors, and assigns. This Agreement shall be interpreted and enforced under and pursuant to the laws of the State of California. In the event that any provision of this agreement shall be invalid or unenforceable, then the remaining provisions shall be valid and binding on the parties. In the event that this agreement is for any reason terminated, its indemnity provisions shall remain in full force and effect; and in the event that any indemnification herein called for shall be prohibited by law, then the subject indemnification provision shall not be void, but rather shall be interpreted as requiring indemnification only to the fullest extent allowed by law.

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

To:	Board of Trustees	Date:	April 12, 2010
Re:	Approval of Change Order #1 - Bid #1126 - Fire Alarm Replacement Project, Phase II at Santa Ana College		
Action:	Request for Approval		

**BACKGROUND:**

On July 27, 2009, the Board awarded a contract to Minco Construction for Bid #1126, Fire Alarm Replacement Project, Phase II at Santa Ana College.

**ANALYSIS:**

During the course of the project certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$16,419.54. The revised contract amount is \$264,119.54. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 6.6% of project cost. Pursuant to administrative regulation 3504, staff has approved this change order. The Notice of Completion for Phase II of the Fire Alarm Replacement will be sent to the Board for approval at the April 26, 2010 meeting.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1, Minco Construction for Bid #1126, in the amount of \$16,419.54 for the Fire Alarm Replacement Project, Phase II at Santa Ana College as presented.

Fiscal Impact:	\$16,419.54	Board Date:	April 12, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

# CHANGE ORDER

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

Project: Fire Alarm System Replacement - Phase II

Bid No. 1126 P.O. # BP000222

D.S.A. No. 01-110022

Contractor: Minco Construction

Change Order No. 5

Architect: Fundament and Associates, Inc.

Date: April 12, 2010

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

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$247,700.00
Previous Change Orders	\$0.00	
This Change Order	\$16,419.54	
Total Change Orders		\$16,419.54
Revised Contract Amount		\$264,119.54
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		December 25, 2009
Revised Contract Completion Date		December 25, 2009
RSCCD Board Approval Date		April 12, 2010

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Bernards

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Date

# CHANGE ORDER

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

Project: <i>Fire Alarm System Replacement - Phase II</i>	Bid No. <i>1126</i>	P.O. # <i>BP000222</i>
	D.S.A. No. <i>01-110022</i>	
Contractor: <i>Minco Construction</i>	Change Order No. <i>5</i>	
Architect: <i>Fundament and Associates, Inc.</i>	Date: <i>April 12, 2010</i>	

ITEM NO	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide and install new beam detector at 'A' Building</p> <p><u>REASON:</u> To accommodate existing condition this device was not originally shown on the Bid Documents</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$5,970.11
2.0	<p><u>DESCRIPTION:</u> Credit for one fire alarm device in 'A' Building at the east stairway</p> <p><u>REASON:</u> This area of the building will be covered by the beam detector</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$202.34	
3.0	<p><u>DESCRIPTION:</u> Provide and install new speaker devices in Building 'B' in lieu of already installed strobe devices</p> <p><u>REASON:</u> District requested this installation of speaker devices so that the audible alert would be audible in these classrooms</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$10,060.26

# CHANGE ORDER

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

Project: <i>Fire Alarm System Replacement - Phase II</i>	Bid No. <i>1126</i>	P.O. # <i>BP000222</i>
	D.S.A. No. <i>01-110022</i>	
Contractor: <i>Minco Construction</i>	Change Order No. <i>5</i>	
Architect: <i>Fundament and Associates, Inc.</i>	Date: <i>April 12, 2010</i>	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
4.0	<p><u>DESCRIPTION:</u> Provide and install post indicator valve (PIV) switch at three (3) locations</p> <p><u>REASON:</u> PIV's need to be monitored by new Notifier System and were not shown on plans.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,190.75
5.0	<p><u>DESCRIPTION:</u> Credit for using existing conduit at Building 'A' per Construction Change Directive (CCD) #1</p> <p><u>REASON:</u> Contractor was instructed to use existing conduit in order to expedite the work in this building</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$599.24	
Sub-Total		-\$801.58	\$17,221.12
Total			\$16,419.54

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**BUSINESS OPERATIONS/FISCAL SERVICES**

To: Board of Trustees	Date: April 12, 2010
Re: Approval of Change Order #5, Bid #1116 – Gym Restroom Addition, Gym Floor Replacement and Fire Sprinkler Installation at Santa Ana College	
Action: Request for Approval	

**BACKGROUND:**

On March 23, 2009, the Board awarded a contract with General Consolidated Constructors, Inc. for Bid #1116, to construct the Gym Restroom Addition, Gym Floor Replacement and Fire Sprinkler Installation at Santa Ana College.

**ANALYSIS:**

During the normal course of construction, certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #5.

Change Order #5 increases the contract by \$8,552. The total revised contract amount is \$1,353,210.73. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 9.6% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #5, General Consolidated Constructors, Inc. for Bid #1116, construction of the Gym Restroom Addition, Gym Floor Replacement and Fire Sprinkler Installation at Santa Ana College as presented.

Fiscal Impact:	\$8,552.00	Board Date:	April 12, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

# CHANGE ORDER

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

Project: Building "G" Accessibility Upgrade

Bid No. 1116 P.O. # 00215

D.S.A. No. 04-106765

Contractor: General Consolidated Constructors, Inc

Change Order No. 5

Architect: IBI Group

Date: 3/19/10

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

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,234,000.00
Previous Change Orders	\$110,658.73	
This Change Order	\$8,552.00	
Total Change Orders		\$119,210.73
Revised Contract Amount		\$1,353,210.73
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		May 7, 2010
Revised Contract Completion Date		May 7, 2010
RSCCD Board Approval Date		April 12, 2010

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Bernards

Authorized Signature

Date

Darryl Odum

Director - District Construction & Support Services

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Authorized Signature

Date

# CHANGE ORDER

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

Project: <i>Building "G" Accessibility Upgrade</i>	Bid No. <i>1116</i>	P.O. # <i>00215</i>
	D.S.A. No. <i>04-106765</i>	
Contractor: <i>General Consolidated Constructors, Inc</i>	Change Order No. <i>5</i>	
Architect: <i>iBI Group</i>	Date: <i>3/19/10</i>	

ITEM NO	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Additional scaffolding provisions to protect new gym floor for installation of overhead fire line piping.</p> <p><u>REASON:</u> Unforeseen field condition <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,400.00
2.0	<p><u>DESCRIPTION:</u> Additional cost to install revised volleyball inserts in new gym floor. Price reflects credit for deletion of original caissons.</p> <p><u>REASON:</u> Owner request/Architect Directive <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,977.00
3.0	<p><u>DESCRIPTION:</u> Change material call out for (3) entry stair handrails to galvanized/painted in lieu of stainless steel.</p> <p><u>REASON:</u> Owner request. Plan for future enhancement. <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$810.00	\$0.00
4.0	<p><u>DESCRIPTION:</u> Provide access door to roof in lieu of access hatch to improve accessibility and weather proofing.</p> <p><u>REASON:</u> Owner request. Improve functionality. <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,833.00

# CHANGE ORDER

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

Project: <i>Building "G" Accessibility Upgrade</i>		Bid No. 1116	P.O. # 00215
Contractor: <i>General Consolidated Constructors, Inc</i>		D.S.A. No. 04-106765	
Architect: <i>IBI Group</i>		Change Order No. 5	
		Date: 3/19/10	
ITEM NO	EXPLANATION:	CREDIT	EXTRA
5.0	<u>DESCRIPTION:</u> Add cathodic union to gas line at transition from below grade to above grade level.  <u>REASON:</u> Corrosion prevention  <u>REQUESTOR:</u> District  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$612.00
6.0	<u>DESCRIPTION:</u> Re-route fire sprinkler lines in classroom ceiling  <u>REASON:</u> Move to accommodate high traffic area  <u>REQUESTOR:</u> District  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$540.00
Sub-Total		\$810.00	\$9,362.00
Total			\$8,552.00

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

To:	Board of Trustees	Date:	April 12, 2010
Re:	Approval of Lease of Real Property for Wireless Communications Equipment at Santa Ana College		
Action:	Request for Approval		

**BACKGROUND:**

At the Board meeting of February 22, 2010, Resolution No. 10-04 was adopted. This Resolution allowed the District to advertise and solicit proposals for the lease of rooftop space on Dunlap Hall at Santa Ana College for the installation of wireless communications equipment.

**ANALYSIS:**

In compliance with Resolution No. 10-04, the District published and advertised the availability of rooftop space at Santa Ana College in compliance with Education Code 81365.

The only respondent was AT&T Mobility/New Cingular Wireless. Their proposal met all the requirements of Resolution No. 10-04 including initial payment of \$39,600/year, annual cost of living increases tied to the local federal index, reimbursement for electrical use, and an initial five (5) year term with two (2) – five (5) year options.

**RECOMMENDATION:**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services to negotiate and sign an agreement with AT&T Mobility/New Cingular Wireless as presented above and in full compliance with Board approved Resolution 10-04.

Fiscal Impact:	\$39,600/year plus electrical usage	Board Date:	April 12, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		



COMMUNITY COLLEGE LEAGUE  
OF CALIFORNIA

DATE: February 23, 2010

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

FROM: Judy Centlivre

SUBJECT: CCCT BOARD ELECTION — 2010

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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. Since April 25 falls on a Sunday this year, USPS postmark of April 26 will be accepted. There are seven, three-year vacancies on the board.

Each member community college district board of the League shall have one vote for each of the seven 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. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The ten 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. An official ballot for the election is also enclosed in this mailing to each community college district chancellor/superintendent as well as copies of the biographic sketch form and statement of candidacy of each of the ten 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.* Official ballots must be signed and returned to the League office, postmarked no later than April 26. Faxed ballots will not be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT President and the results announced at the CCCT Annual Conference.

If you have any questions on the CCCT board election, please call the League office.

**Attachments:**

List of Candidates  
CHANCELLORS/SUPERINTENDENTS ONLY:  
Official Ballot and Return Envelope  
Candidates' Biographic Sketches and Statements

**CCCT 2010 BOARD  
OFFICIAL BALLOT**

**Vote for no more than seven (7) by checking the boxes next to the names**

**NOMINATED CANDIDATES**

*List order based on Secretary of State's February 16, 2010, random drawing.*

- \*Louise Jaffe, Santa Monica CCD
- Stephen Castellanos, San Joaquin Delta CCD
- Nancy Chadwick, Palomar CCD
- Cy Gulassa, Peralta CCD
- \*Isabel Barreras, State Center CCD
- \*Donald L. Singer, San Bernardino CCD
- Jerry Hart, Imperial CCD
- \*Walter G. Howald, Coast CCD
- Bob Hughlett, Cerritos CCD
- Eva Kinsman, Copper Mountain CCD

**WRITE-IN CANDIDATES**

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

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\*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